Mindala Wilcox

From: Dev Bhalla <dev@indiaimportsandexports.com>
Sent: Tuesday, June 16, 2020 11:03 PM
To: Mindala Wilcox; ibecproject; Evangeline Lane
Subject: To the Inglewood Planning Commission public hearing city of inglewood scheduled for June 17, 2020 IBEC

To the Inglewood Planning Commission

public hearing city of inglewood

scheduled for June 17, 2020

Dear All,

In reference to Item #5 under Public Hearing.

"promote the enjoyment and recreation of the public by providing access to the City's residents in the form of spectator sports"

Please let us know what percentage of this "City's residents," specifically Inglewood's residents will be able to afford the for profit tickets that often sell through third parties for hundreds of dollars? In the current planning commissions scenario the purchasing of a expensive ticket is required for "enjoyment and recreation." The initial quote above implies something all residents can enjoy like a public park, free of cost. This is a special privilege that is being given to a private business by the city, buried in mountains of documents.

Has there been a study conducted to see what percentage of Inglewood residents will be able to afford to go to these basketball games? I am sure it will not be affordable for the majority of the residents who will of course be effected by the traffic, congestion, trash and increase in living expenses.

Why have I never been informed by the city of their intentions?

Why has the warehouse to the east of my building not been included in the redeveloppment? Why have the businesses directly north of my building not been included? According to the project site aerial map they have deliberately drawn around them. What side deal has been cut?

Attachment No. 4 Zone Change and Zoning Code Amendment Findings

"All properties to be rezoned for consistency with the General Plan Land Use Element are owned by the City of Inglewood or the City of Inglewood as Successor Agency to the former Inglewood Redevelopment Agency (City as Successor Agency) and are currently vacant."

Is the above amendment referring to my property to? If so, it is obviously not true.

Please clarify the plans for my building?

I will be calling in to participate in the hearing. If you don't hear from me during the meeting you will know that yet another obstacle has been put in my way, not allowing me to be there due to the limitations of your technology.

Please confirm receipt of this email via reply.

Respectfully,

Dev Bhalla
Owner of:
3838 w. 102 st.
Inglewood, CA
310-770-9660

Mindala Wilcox

From:	Dev Bhalla <dev@indiaimportsandexports.com>
Sent:	Monday, June 15, 2020 3:54 PM
To:	ibecproject; Evangeline Lane
Subject:	Fwd: Public Hearing June 17, 2020 IBEC
Attachments:	Public Hearing Inglewood.pdf; ATT00001.htm

Please confirm receipt of my emails and multiple voicemails.

Thanks,

Dev

Begin forwarded message:

From: Dev Bhalla <dev@indiaimportsandexports.com>
Subject: Public Hearing June 17, 2020 IBEC
Date: June 11, 2020 at 12:06:16 PM PDT
To: ibecproject@cityofinglewood.org, elane@cityofinglewood.org
Cc: Dev <dev@indiaimportsandexports.com>

To the Inglewood Planning Commission, 6/10/20

My family received your notice today of the public hearing scheduled for June 17, 2020 to consider the matters associated with the IBEC. We were troubled to see that this public event, by definition, was being held in the middle of a pandemic. So many other venues of greater public importance within our city, state and federal government are still closed and/or highly curtailed, yet this "business proposal" rubber stamping between a private corporation and the city must continue at the risk of all the attendees, who may or may not come due to the risk to their personal health. It has a calculated feeling.

My father an architect, city planner and retired LA county commissioner along with myself built the building standing on 3838 W. 102 st. over 30 years ago. Our business and temple were both situated there for decades. We have been part of the Inglewood community and invested there long before it was fashionable. My father is 87 years old an amputee with multiple underlying health issues and by doctors orders has not left his house in months, nor can he while the pandemic continues. He feels strongly about making his case in person as his right.

Our unsolicited experience with Murphy's Bowl LLC and their agents has not been positive. They have been opportunistic at the least if not deceptive. The city should not give any unfair advantage to a private business just because they have deeper pockets than a smaller business. Our building has been redlined within Murphy's Bowls plans to expand their business and profits. We are presumed out of the picture, without even asking. How exactly do they plan on building their business over us? This is not a city project, it is a private business trying to build their empire at our expense.

1) Please provide us with the plans on how our building will be incorporated in this project prior to the public hearing so we have reasonable time to review and respond.

2) Please provide contact information for the Mayor of Inglewood, our Councilperson and all others in charge of this project.

Please confirm receipt of this email via reply.

Respectfully,

Dev Bhalla

310-770-9660
dev@indiaimportsandexports.com

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E-MAIL: kbrogan@hillfarrer.com
WEBSITE: www.hillfarrer.com

June 15, 2020

Via E-mail (ibecproject@cityofinglewood.org)

Hon. Chair and Members of the Planning
Commission
City of Inglewood
One West Manchester Blvd., 4th Floor
Inglewood, CA 90301

Re: **Public Hearing re Inglewood Basketball and Entertainment Center**
June 17, 2020

Ladies and Gentlemen:

This firm represents the Michino family which owns 3915 W. 102nd Street, bearing Assessor's Parcel Number 4032-001-048. The owners object to the adoption of the proposed General Plan Amendment redesignating their parcel from Commercial to Industrial, object to the redefinition of the scope of industrial uses to include sports and entertainment facilities, object to the proposed vacation of streets, and to the zoning code amendments and changes. It appears these changes are a precursor to the City attempting to take private property from the owners for a private use by Murphy's Bowl and its affiliates. Please make this letter part of the public record.

Very truly yours,

Kevin Brogan (digital signature)

KEVIN H. BROGAN
OF
HILL, FARRER & BURRILL L

Mindala Wilcox

From: Pettit, David <dpettit@nrdc.org>
Sent: Monday, June 15, 2020 8:49 AM
To: ibecproject
Cc: Pettit, David
Subject: Inglewood Basketball and Entertainment Center (IBEC), SCH 2018021056
Attachments: Clippers arena DEIR response comment letter 6-15-20.docx

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

Dear Ms. Wilcox: Attached please find NRDC's comment on the City of Inglewood's responses to our March 24, 2020 comment letter on this matter.

Thank you.

David Pettit
Senior Attorney
Natural Resources Defense Council
(310) 434-2300
www.nrdc.org
Follow me on Twitter @TeamAir

NRDC

June 15, 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:

This is a brief comment on the City of Inglewood's responses to my March 24, 2020 comment letter on the Clippers arena project.

One argument in my March 24 letter focused on the differences in the GHG analysis between the AAB 900 certification application and the DEIR. One of the City's responses is that the AB 900 process requires a fixed baseline – the time of the NOP – but the EIR used a baseline that was adjusted annually.

An annually adjusted baseline is improper under CEQA in the circumstances of this case. The standard rule is that, as CARB realized, the CEQA baseline is the actual condition on the ground at the time of the NOP. CEQA Guidelines Section 15125 provides:

> An EIR must include a description of the physical environmental conditions in the vicinity of the project, as they exist at the time the notice of preparation is published, or if no notice of preparation is published, at the time environmental analysis is commenced, from both a local and regional perspective. This environmental setting will normally constitute the baseline physical conditions by which a lead agency determines whether an impact is significant.

Although less than clear, what the City's comment response appears to contemplate is use of a future baseline as emission standards and the like are tightened. In doing so, the project attempts to take credit for circumstances that it has nothing to do with, and that would occur whether the project is ever built or not – such as tightened auto GHG emission standards over time. Indeed, even if those standards are tightened, building

the project will make emissions worse than they otherwise would be because of increased VMT directly attributable to the project.

In *Neighbors for Smart Rail v. Exposition Metro Line Construction Authority*, 57 Cal.4th 439 (2013), the California Supreme Court evaluated use of a future baseline in an EIR for the Expo Line light rail project. The agency used a baseline for air quality that projected traffic fifteen years into the future, based on projections from SCAG. The court upheld that baseline in the case before it, explaining that a future baseline for traffic may be permissible where an agency can show that an analysis based on the usual standard would tend to be "misleading or without informational value" and is "justified by unusual aspects of the project or the surrounding conditions."

There is nothing unusual about the Clippers project that would validate departure from the standard rule about CEQA baselines. It is a large stationary project, not a rail line or other transportation project. A baseline as of the date of the NOP is easy to calculate. Whether cars are, or are not, more efficient in the future does not change the fact that the project will draw many tens of thousands of new vehicle trips into the area. The EMFAC program can easily account for changes in emissions factors over time and the program's results can be directly compared with the pre-project baseline. Thus, the special circumstances described in the *Neighbors For Smart Rail* case do not exist here.

The reason that developers like using a future baseline is that is makes the increase in emissions look smaller and so mitigation will be less costly. That is not sufficient reason to bend the law in favor of the Clippers project.

Finally, I would like to draw your attention to the June 12, 2020 decision of the California Court of Appeal, 4th Appellate District, in *Golden Door Properties v. County of San Diego*, available at 2020 WL 3119041. The Court's opinion rejects the County's attempt to short-circuit GHG mitigation by using standardless GHG offset protocols, even if sold by an agency certified by CARB. Based on the *Golden Door* opinion, the City needs to take another look at the Clippers project's offsite mitigation proposals and make sure that they are each additional and enforceable – which San Diego's were not.

NRDC

Thank you for your consideration of this letter.

Yours truly,

David Pettit
Senior Attorney
Natural Resources Defense Council

NATURAL RESOURCES DEFENSE COUNCIL

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

Mindala Wilcox

From: Jamie Fisher <jf@fishertalwar.com>
Sent: Wednesday, June 17, 2020 8:47 AM
To: Mindala Wilcox
Cc: Mark R. Fox
Subject: Objection Relating to Tonight's Special Planning Commission Meeting
Attachments: CCF_000008.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hello,

Please include the attached objection in the formal record for tonight's agenda of the City of Inglewood, Economic Community Development Department, Special Planning Commission. Thank you

J. Jamie Fisher, Esq.
Fisher & Talwar, Professional Law Corporation
801 S. Grand Ave., 11th Floor
Los Angeles, CA 90017
Ph: (213) 891-0777
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J. Jamie Fisher, Esq.
jf@fishertalwar.com

June 16, 2020

Via Email (mwilcox@cityofinglewood.org)
City of Inglewood
Economic and Community Development Department
Special Planning Commission
Inglewood City Hall, Council Chambers, Ninth Floor
One West Manchester Boulevard
Inglewood, CA 90301

Re: Objections on Behalf of Dev and Roopa Bhalla to Proposed Actions Related to Inglewood Basketball and Entertainment Center to be Considered at June 17, 2020 Special Planning Commission Meeting of the Economic and Community Development Department of the City of Inglewood

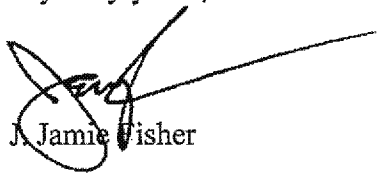
Dear Commissioners and Staff:

We have received notice of the meeting of the Special Planning Commission of the Economic Community Development Department of the City of Inglewood ("SPC") scheduled for June 17, 2020 wherein the SPC plans to take certain actions set forth in the Agenda relating to the Inglewood Basketball and Entertainment Center ("IBEC").

This purpose of this letter is to provide written objection on behalf of Dev and Roopa Bhalla (the "Bhallas"), owners of the improved property situated at 3838 W. 102 St., Inglewood, CA 90303 ("Subject Property") to the actions proposed in the City of Inglewood Agenda relating to the above referenced meeting. Accordingly, we request that this letter be included as part of the formal record for said Agenda.

Specifically, the Ballas object to Agenda Items 5(A)-5(F), inclusive, to the extent any such proposed actions adversely affect, *inter alia*, the zoning, utility, developability, salability and/or otherwise reduce the value of the Subject Property in any way. Additionally, since the Subject Property has been designated as part of the IBEC project area and presumably will be acquired by the City in the future in connection with said project, any action taken by the City to diminish the value of the Subject Property or otherwise adversely affect same prior to its acquisition of the property are in bad faith and are in violation of California law.

Very truly yours,



J. Jamie Fisher

THE SILVERSTEIN LAW FIRM
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ROBERT@ROBERTSILVERSTEINLAW.COM
WWW.ROBERTSILVERSTEINLAW.COM

June 16, 2020

VIA EMAIL Ibecproject@cityofinglewood.org; mwilcox@cityofinglewood.org; fljackson@cityofinglewood.org

Mindy Wilcox, AICP, Planning Manager
Fred Jackson, Senior Planner
City of Inglewood, Planning Division
1 West Manchester Boulevard, 4th Floor
Inglewood, A 90301

VIA EMAIL cejackson@cityofinglewood.org

Christopher E. Jackson, Sr.,
Economic & Community Development Director
City of Inglewood Department of Building & Safety
1 Manchester Boulevard, 4th Fl.
Inglewood, CA 90301

VIA EMAIL yhorton@cityofinglewood.org; aphillips@cityofinglewood.org

Yvonne Horton, City Clerk
City Clerk's Office on behalf of
Inglewood Planning Commission
Mayor and City Council
Inglewood Successor Agency, Inglewood Housing Authority, Inglewood Parking Authority, Joint Powers Authority
1 Manchester Boulevard
Inglewood, CA 90301

Re: (1) **Objections to IBEC Project, DEIR and FEIR; State Clearinghouse No. 2018021056**;

(2) City's failure to respond to Public Records Act requests;

(3) Interference with proper administrative record;

(4) City's fast-tracking of Project and improper notice;

(5) The City's FEIR responses to comments are improper and inadequate;

(6) Additional objections to DEIR and FEIR, including based on new information post-March 24, 2020;

(7) Piecemealing and illegal piecemeal adoption of Project components in violation of CEQA and State Planning and Zoning Laws;

(8) Illegal precommitment;

(9) Failure adequately to discuss impacts on schools;

(10) Illegal Mitigation Monitoring and Reporting Program;

(11) Illegal statement of overriding considerations;

(12) Illegal specific plan amendments;

(13) Violation of Subdivision Map Act;

(14) Violation of Surplus Land Law;

(15) Illegal Disposition and Development Agreement.

Dear Mayor, City Council, Ms. Horton, Ms. Wilcox and Mr. Jackson:

I. INTRODUCTION.

This firm and the undersigned represent Kenneth and Dawn Baines, owners of the property located at 10212 S. Prairie Ave., Inglewood. Please keep this office on the list of interested persons to receive timely advance notice of all hearings and determinations related to the City's actions and potential approvals related to the IBEC/Clippers Arena project ("Project") and any of its components, including but not limited to general plan amendments, eminent domain actions and resolutions of necessity, noise insulation projects, road improvement projects, street or alley vacation determinations, specific plan amendments, the Media WOW billboard project at Prairie and Century and its MND, the Inglewood Transit Connector project, and any environmental determinations and/or CEQA exemptions.

The request for the above advance notice is pursuant to all applicable laws, including but not limited to Pub. Res. Code § 21167(f).

This letter consists of several distinct objections, but all related to the Project.[1]

II. THE CITY HAS VIOLATED THE PUBLIC RECORDS ACT, PREJUDICING OUR ABILITY TO FULLY PARTICIPATE.

As a preliminary issue, while the administrative process and environmental review of the Project has been pending, we have made several Public Records Act ("CPRA") requests and have sought various documents related to the Project. Despite the specificity of our requests, the City has not responded to any of our requests, with the exception of one related to the documents exchanged or produced during the open and closed sessions on March 24, 2020, in response to which the City has provided incomplete and *unsigned* and/or signed but *undated* documents, among other deficiencies in that single, limited production

The City's failures to respond to our CPRA requests dated April 22, April 23, and May 28, 2020, as well as unreasonable improper invocation of claimed privileges or exemptions, places the City in violation of the California Public Records Act and has deprived us of being able to fully participate in meaningfully understanding and responding to the City and applicant Murphy's Bowl or Clippers' (sometimes "Applicant") contemplated actions.

Attached collectively at **Exhibit 1** hereto are true and correct copies of correspondence regarding this matter as well as copies of currently-outstanding CPRA requests, to which the City has failed to provide responsive documents, to our prejudice. (**Exh. 1** [CPRA requests to City (April 22, 23, May 8, June 4, 11, and 12, 2020].) Because these documents have not been produced, the City has hampered our ability to exhaust administrative remedies and object, and impaired our ability to submit the most meaningful and comprehensive evidence possible.

The California Supreme Court has stated: "Implicit in the democratic process is the notion that government should be accountable for its actions. In order to verify

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[1] These objections are provided under protest. Our client objects to the entire special CEQA scheme for the IBEC Project under AB 987, which is unconstitutional and illegal per se. Our client submits these objections while simultaneously asserting that AB 987 is illegal and unconstitutional, and as a result, that the process by which the City and Applicant are proceeding as to CEQA approvals and all approvals for the Project that depend on the City's finding of CEQA compliance are improper, invalid, and *void ab initio*. Our client expressly reserves all rights and remedies in connection therewith.

accountability, individuals must have access to government files. Such access permits checks against the arbitrary exercise of official power and secrecy in the political process . . . ." CBS, Inc. v. Block (1986) 42 Cal.3d 646, 651. Those precepts apply to the City's actions herein.

As stated by the Supreme Court in Laurel Heights Improvement Assn. v. Regents of University of California (1993) 6 Cal.4th 1112, CEQA's "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. To this end, public participation is an essential part of the CEQA process." Id. at 1123 (italics in original).

It has been held that "the whole purpose of the CPRA is to shed public light on the activities of our governmental entities . . . ." Fairley v. Superior Court (1998) 66 Cal.App.4th 1414, 1422.

Because the documents requested from the City relate to critical issues concerning the Project, its EIR, and the City's impending approvals of same, we ask that **no decision** be made until the requested documents have been produced to us. If necessary, we will seek to augment the administrative record to remedy the violations of our client's and the public's constitutional and due process rights to a fair and impartial hearing, among other violations committed by the City.

III. INTERFERENCE WITH THE ADMINISTRATIVE RECORD HAS ALSO PREJUDICED MEANINGFUL PUBLIC REVIEW.

Confidential information

Confidential information

Confidential information

Confidential information

[2] Our firm downloaded the document at 9 p.m. on Friday, May 15, 2020, shortly after the Agenda was made available to the public. However, as of May 19, 2020 the hyperlink in the Council agenda was disabled and the page was unavailable. **(Exh. 3** [May 19, 2020 agenda and printout of the notice of the unavailable page].)

However, CEQA requires the decision makers and the public – and consequently the Court – to make a decision on the Project or on CEQA compliance in light of the entire record, rather than a record that is favorable to the Project Applicant or proponents.

> "The 'in light of the whole record' language means that the court reviewing the agency's decision cannot just isolate the evidence supporting the findings and call it a day, thereby disregarding other relevant evidence in the record. (*Bixby v. Pierno* (1971) 4 Cal.3d 130, 149 [93 Cal.Rptr. 234, 481 P.2d 242].) Rather, the court must consider all relevant evidence, including evidence detracting from the decision, a task which involves some weighing to fairly estimate the worth of the evidence. (*County of San Diego v. Assessment Appeals Bd. No. 2* (1983) 148 Cal.App.3d 548 [195 Cal.Rptr. 895].)" Lucas Valley Homeowners Assn. v. County of Marin (1991) 233 Cal.App.3d 130, 141-142.

The administrative record mandated by CEQA under Pub. Res. Code § 21167.6(e) and applicable to AB 987 projects under Pub. Res. Code § 21189.52(j) is broad and expansive. "First, the language is mandatory – *all* items described in the enumerated categories *shall* be included in the administrative record." Madera Oversight Coalition, Inc. v. County of Madera (2011) 199 Cal.App.4th 48, 63 (ital. orig.). "When an agency prepares and certifies the administrative record, it exercises no discretion and employs no specialized expertise; it performs a ministerial task when it applies the mandatory language of section 21167.6, subdivision (e)." Madera at 64.

> "Recently in [Madera], we made several observations about the contents of the administrative record as defined by these provisions. First, the language is mandatory: The administrative record shall include the listed items. Second, the list is non-exclusive; the administrative record's contents include, but are not limited to, the listed items. Next, the administrative record as defined is very expansive. We quoted language that originated in one Court of Appeal case and was subsequently quoted in another: Section 21167.6 'contemplates that the administrative record will include pretty much everything that ever came near a proposed development or to the agency's compliance with CEQA in responding to that development.'" Citizens for Ceres v. Superior Court (2013) 217 Cal.App.4th 889, 909-910. See also, County of Orange v. Superior Court (2003) 113 Cal.App.4th 1, 8, cited with approval by Eureka

Citizens for Responsible Government v. City of Eureka (2007) 147 Cal.App.4th 357, 366-367.

[redacted] the public and other agencies have been deprived of the opportunity to review the entire administrative record as mandated by CEQA and to comment on the DEIR. Thus our client and the public have been deprived of a full and fair opportunity to comment on the Project and its impacts in light of the whole of the record. All objections are expressly reserved.

IV. THE CITY'S FAST-TRACKING OF THE PROJECT DURING THE COVID-19 PANDEMIC AND FAILURE TO CIRCULATE THE IBEC DEIR NOTICE OF EXTENSION OF THE PUBLIC COMMENT PERIOD FURTHER IMPAIRED PUBLIC COMMENT.

The public review period of the IBEC DEIR coincided with the turmoil of the COVID-19 pandemic, when the public and public/responsible/trustee agencies were fighting for human lives. Because of that timing, the scheduled 2020 Olympic games were cancelled and postponed for one year. [3],[4] California's leaders have suggested similar postponing of large scale events until 2021. (**Exh. 4** [article re halting sports events until 2021].) Yet Inglewood chose to fast-track the IBEC sports arena Project.

On March 13, 2020, when an extension was requested from the City and granted, the City *delayed* posting its notice of extension to the *public* and failed to circulate it properly.[5] Although the extension was provided on March 13, 2020 and for only a few days until March 24, 2020, it was posted on the County website only on March 18, 2020,

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[3] See https://www.olympic.org/tokyo-2020

[4] We specifically request that all the hyperlinks in this letter be downloaded and printed out, submitted to the agency, and be included in the City's control file and administrative record for the Project.

[5] Culver City – a city immediately adjacent to Inglewood and to be directly impacted by the Project – had specifically requested a further extension of the public comment period beyond March 24, 2020, due to COVID-19 pandemic. The administrative record does not reflect that Culver City's request was granted. (**Exh 5.** [Culver City Request].)

which lost 5 days of circulation. (**Exh. 6** [extension notice on County website].) As for the State Clearinghouse's website, no official "notice" was posted there; only a short memo dated March 16, 2020, with attached email correspondence dated March 13, 2020 appeared. (**Exh. 7** [memo, March 16, 2020].) The City should not delegate its CEQA notice posting duties to the State Clearinghouse and should have provided proper and timely notice to the public, including to our client, which the City did not do. Furthermore, per the State Clearinghouse's memo, the notice was addressed to "all reviewing agencies" – not the public at large.

The City specifically made the decision not to publish the notice of extension. (**Exh. 8** [City correspondence to not publish the notice].)

Thus, the only way the public could have been timely informed of the extension was by continuously checking the City's website or County and State Clearinghouse websites on a daily basis. That is not adequate notice to the public. This is even more so in view of the Governor's safer-at-home order on March 19, 2020. (**Exh. 9** [Safer-at-Home Orders and Restrictions].)[6]

Per the Notice, the public comment period was extended to March 24, 2020 at 5 p.m. The City Council meeting on March 24, 2020 began at 2 p.m., i.e. slightly prior to the close of the public comment period. Had the public been duly apprised of the extended public comment period, the public – and our clients – could and would have made comments at the March 24, 2020 Council meeting. The City's lack of proper notice of the extension of the public comment period impaired public comment and opportunity to address the City Council on the DEIR.

The City's failure to duly notice was also in violation of Pub. Res. Code § 21092 and Inglewood Municipal Code noticing requirements, which require timely circulation and publishing of CEQA notices, especially related to DEIRs.

V. THE CITY'S FEIR RESPONSES TO COMMENTS TO THE DEIR ARE UNAVAILING AND NOT MADE IN GOOD FAITH.

We further object that the FEIR's so-called responses to comments fail adequately to provide meaningful, good faith responses to comments, including but not limited to the comments sent by sister governmental agencies, by the NRDC related to GHG violations, and by other objectors like the Forum and IRATE, including but not limited to objections

---

[6] See at https://covid19.ca.gov/stay-home-except-for-essential-needs/

about the illegal precommitment to the project in violation of CEQA by the City's entering into the Exclusive Negotiating Agreements ("ENA") (**Exh. 10** [we incorporate by reference all such arguments, including piecemealing arguments, as contained in the briefs attached collectively hereto]) and other documents demonstrating that the impending approvals were a *post hoc* rationalization for decisions already made.

The responses to comments also fail to show a good faith effort at full disclosure of the Project's environmental impacts, and how they will be mitigated, including in violation of Guidelines Section 15151. For example, as to impacts to the system of roadways and the State Highway system as raised in comments by Caltrans, the FEIR's ostensible mitigation measures are improper, inadequate and unenforceable, including because they do not guarantee feasibility of such mitigation and solely add funds to Caltrans' existing CM project addressing the *baseline* traffic impacts *without* the IBEC Project:

> "As mitigation for the significant cumulative impacts on the I-405 freeway, based on further consultations with Caltrans, the following mitigation measure is added to the Draft EIR following Mitigation Measure 3.14-24(g) on page 3.14-294:
>
> > **Mitigation Measure 3.14-24(h)**
> > *The project applicant shall provide a one-time contribution of $1.524.900 to Caltrans which represents a fair share contribution of funds towards Caltrans' I-405 Active Traffic Management (ATM)/Corridor Management (CM) project."*

Payment of fair share impact fees by a developer is not proper mitigation measures unless those "mitigation measures require the City to undertake an action"; i.e., to "prepare" the fair share plans and unless the City provides that those are feasible and not speculative, i.e., provide an estimate of the cost to prepare the fair share plans, if any, and the estimate of how much the mitigation measures themselves in those plans will cost or how they will be implemented." California Clean Energy Committee v. City of Woodland (2014) 225 Cal.App.4th 173, 197. Moreover, although Caltrans' CM project is aimed to reduce traffic impacts and was studied, if at all, to address the existing baseline traffic, it was not targeted to reduce the IBEC project impacts and any amendment to it may have its own impacts on the environment, which have not been accounted for.

The above noted response adds to the uncertainties already present in the case, whereby – according to the Project's AB 987 Application (p. 18) – "[t]he operational life of the IBEC Project is assumed to be 30 years and operational emissions were estimated from July 1, 2024 (the anticipated beginning of operations) through 2054. Operational emission sources include on-road motor vehicles (mobile), energy (electricity and natural gas), water and wastewater, solid waste, area, and stationary (emergency generators)."[7]

The response to comments and MMRP also fail adequately to demonstrate that the so-called mitigation imposed will be carried out or is feasible, including as to objections regarding GHG emissions, as raised by others in this process. Mitigation is required by CEQA to be fully enforceable, and to be carried out. Guidelines § 15126.4(a)(2); Lincoln Place Tenants Assn. v. City of Los Angeles (2005) 130 Cal.App.4th 1491, 1508. The FEIR and MMRP also improperly defers mitigation in violation of CEQA. The FEIR should not be certified, and the DEIR should be recirculated for proper disclosure, analysis and mitigation of all impacts.

VI. COMMENTS/OBJECTIONS TO THE PROJET DEIR BASED ON *NEW INFORMATION* RELEASED BY THE CITY AND/OR *NEW INFORMATION* THAT WAS NOT REASONABLY KNOWN DURING THE OFFICIAL PUBLIC COMMENT PERIOD MUST BE RESPONDED TO.

We incorporate by reference all prior objections to the Project, including but not limited to objections/comments to the Project in the administrative record, or that should have been in the administrative record, dated *prior* to the public comment period beginning on December 27, 2019 and objections to AB 987 certification. Since AB 987 certification documents do not appear in the administrative record, we are providing those as an exhibit hereto. (**Exh. 11** [AB 987 comment letters].) Each objection to the Project raised therein must be responded to by the City as part of a recirculated DEIR and process.

Moreover, pursuant to Pub. Res. Code Section 21189.55(d), the lead agency must still consider new information:

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[7] See https://opr.ca.gov/ceqa/docs/ab900/20190104-AB900_IBEC_Application.pdf

"(d) The lead agency need not consider written comments submitted after the close of the public comment period, **unless** those comments address any of the following:

(1) **New issues** raised in the response to comments by the lead agency.

(2) **New information** released by the public agency **subsequent to the release** of the draft environmental impact report, such as new information set forth or embodied in a staff report, proposed permit, proposed resolution, ordinance, or similar documents.

(3) **Changes** made to the project **after the close** of the public comment period.

(4) Proposed conditions for approval, **mitigation measures**, or proposed findings required by Section 21081 or a proposed reporting and monitoring program required by paragraph (1) of subdivision (a) of Section 21081.6 , where the lead agency releases those documents **subsequent to the release** of the draft environmental impact report.

(5) **New information** that was not reasonably known and could not have been reasonably known during the public comment period." (Emph. added.)

The comments below are based on such "new information" that came to light after March 24, 2020.

A. The COVID-19 Crisis Mandates Re-evaluation of Mitigation Measures in the DEIR and AB-987 Certification, as well as Significant Impacts from Those Measures.

The comment below is based on new information of health and safety concerns regarding the proposed mitigation measures of alternate modes of transportation. Pub. Res. Code § 21189.55(d)(4)-(5).

CEQA requires a mandatory finding of significance where "(4) The environmental effects of a project will cause substantial adverse effects on human beings, either directly or indirectly." Guidelines § 15065(a)(4). CEQA also requires agencies to consider the environmental impacts of the mitigation measures that are proposed for the project.

The COVID-19 crisis brought to light significant impacts related to the proposed mitigation measures of promoting the use of mass public transit, walking and bicycling, especially in crowded places and dense city centers, which were not reasonably known or could not have been comprehended or documented before March 25, 2020.

The Project's DEIR and AB-987 certification and their findings, including the GHG emission impacts and their alleged reduction, largely rely on the *assumption* of vast use of public transit, walking, and bicycling, to achieve 50% GHG reduction, as claimed.

However, the Project assumptions or even the enforceability of the proposed mitigation measures have not been supported by any substantial evidence and are even more attenuated now, in view of the pandemic. First, there are no statistics or studies to support the assumption that reduced parking or more bus lines will make people use buses, walk or ride bicycles. Metro ridership has been steadily declining in all major cities where public transit measures were improved and transit-oriented development ("TOD") policies were introduced. (**Exh. 12** [article re Metro ridership in major cities].)[8] Second, the COVID-19 crisis revealed the flipside of the proposed mitigation measures: there is now a documented correlation between public transit and the spread of diseases, including life-threatening ones, such as COVID-19. (**Exh. 13** [NY articles and study by MIT].)[9] Many cities have acknowledged this threat. (**Exh. 14** [articles re Carson City's request to Metro to stop service; deaths of Metro employees, NY Post; Article re NY Mayor Admitting to Transit Danger].)[10]

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[8] See https://www.washingtonpost.com/local/trafficandcommuting/falling-transit-ridership-poses-an-emergency-for-cities-experts-fear/2018/03/20/ffb67c28-2865-11e8-874b-d517e912f125_story.html

[9] https://www.nytimes.com/2020/03/23/nyregion/coronavirus-nyc-crowds-density.html; https://nypost.com/2020/04/15/mit-study-subways-a-major-disseminator-of-coronavirus-in-nyc/; http://web.mit.edu/jeffrey/harris/HarrisJE_WP2_COVID19_NYC_24-Apr-2020.pdf

[10] See https://www.dailybreeze.com/2020/04/05/carson-calls-on-metro-to-stop-service-after-bus-driver-tests-positive-for-coronavirus/;

Third, the COVID-19 reality and the need for social distancing suggests that public reliance on and acceptance of public transit as a desirable and practical means of transportation will permanently change. (**Exh. 15** [article re potential permanent shifts; Federalist article re resilience; MTA cleaning protocol gaps].)[11] Dr. Anthony Fauci, Chief of Laboratory on Immunoregulation, opined that this pandemic may become seasonal.[12] (**Exh. 16** [article re Fauci statement re seasonal nature of virus].) Measures to make Metro ridership safe were not working as planned.[13] (**Exh. 17** [article re ineffective metro cleanups].) It is an absolute imperative – to avoid exposure to health and safety hazards from COVID-19 as well as other identified and *unidentified* viruses and bacteria – that people have a safer choice to get to their destinations rather than be forced to use mass transit, walk or ride a bike in crowded or dense places, especially on narrow sidewalks such as those that the Project proposes. (**Exh. 18** [density article].)[14]

Finally, the Project and EIR's assumptions that mass transit is indeed ecologically "green" in general is itself based on false or now infeasible assumptions.[15] (**Exh. 19**

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https://www.politico.com/states/new-york/albany/story/2020/04/22/with-death-toll-hitting-83-the-mta-contemplates-a-memorial-for-its-covid-fallen-1279032 ; https://nypost.com/2020/04/16/de-blasio-claims-he-said-early-on-to-avoid-nyc-mass-transit/

[11] See https://www.forbes.com/sites/rudysalo/2020/03/31/five-ways-covid-19-may-impact-the-future-of-infrastructure-and-transportation/ ; https://thefederalist.com/2020/04/22/how-public-transit-makes-the-nation-more-vulnerable-to-disasters-like-covid-19/ ; https://nypost.com/2020/05/04/mta-workers-cleaning-around-the-homeless-on-nyc-subways/

[12] https://www.businessinsider.com/fauci-coronavirus-is-likely-seasonal-after-global-outbreaks-2020-4

[13] https://thecity.nyc/2020/03/mta-bus-and-subway-pandemic-preparations-not-working-union.html

[14] See https://californiaglobe.com/section-2/coronavirus-spread-in-high-density-cities-halting-proposed-more-density-housing-measures/

[15] See the analysis of flawed assumptions behind allegedly "green" mass transit, as reported by Tom Rubin, the Controller-Treasurer of the Southern California Rapid

[article re analysis of bus transit].) Thus, pursuant to an analysis by Tom Rubin, author of numerous research reports on transit issues, the conclusion that mass transit is ecologically green was made based on the assumption of 70 people per bus and off the road. Even if this statistic were theoretically possible, the current rules of social distancing run counter to such crowded buses and will require more buses and more frequencies to accommodate the same 70-people/bus count. This will in turn amount to more GHG emissions and air pollution than assumed, and at the same time expose people to viruses.

In sum, COVID-19 demonstrated the dangers and health/safety hazards of mass transit or higher concentration of density at the Project site and radically affects the Project's baseline traffic and pedestrian safety assumptions and, derivatively, their impacts analyses and mitigation measures.

The DEIR and the Project's feasibility must be reevaluated in light of changed circumstances that have come about in the last approximately two months, including related to the EIR's now-demonstrably faulty assumptions and proposed transit-oriented mitigation measures for traffic and GHG impacts.

B. The DEIR Lacks An Adequate Project Description.

CEQA requires that the project description in the EIR be "accurate, stable and finite," to enable meaningful evaluation of Project impacts and informed decision-making and public comment as to Project impacts, mitigation, or approval in general. The DEIR leaves numerous Project elements – other than the sports arena itself – undefined and unspecified. For example, it does not specify the impacts or details about the hotel,[16] beyond mentioning that it will have up to 150 rooms; e.g., will it also have restaurants, bars, cafés, outdoor and indoor gathering areas and event space, pools, open to patrons or to the public in general?

Transit District from 1989 until 1993, who has written many research reports on transit issues. https://reason.org/commentary/does-bus-transit-reduce-greenhouse/

[16] The Project's building of a hotel on the City lots acquired with the FAA is also illegal as violating the FAA grant conditions according to which no residential structure may be built on those lots. (**Exh. 20** [email confirming the hotel lots were purchased with FAA grant].) Hotels are treated as residential structures in Inglewood.

Further, as evidenced by the Applicant's May 7, 2020 (long after the March 24, 2020 closing of the public comment period) draft of the Sports and Entertainment Center ("SEC") "overlay zone" description, there are numerous land uses covered in the Project, yet not disclosed or evaluated in the DEIR.[17] (**Exh. 21** [Applicant's Overlay Zone draft].) The DEIR itself (at p. 2-89) failed to list the land uses in the overlay zone, beyond mentioning the height and setbacks and other *design* characteristics only.

For example, per the Applicant's draft, the proposed SEC overlay zone will include "Other non-Arena uses that support the Arena and are located in the Event Center Structure," which suggest daily and potentially 24-hour activity (bars, restaurants), where:

> (C) "Event Center Supporting Structures and Uses" shall mean any of the following uses located within the boundaries of the SE Overlay Zone but not within the Event Center structure:
>
> (1) Retail uses, including, but not limited to, the sale or rental of products or services;
>
> (2) Dining uses, including **restaurants**, **bars**, **cafes**, **catering** services, and **outdoor eating** areas, including the sale of food and drink for consumption on-site or off-site **and the sale of alcoholic beverages for consumption onsite**;
>
> (3) Community-serving uses for cultural, exhibition, recreational, or social purposes." (Id. p. 2; emph. added.)

Further, the Overlay Zone contains events expressly held "outside" the Arena:

> "(D) "Infrastructure and Ancillary Structures and Uses" shall mean any uses or structures, temporary or permanent, that are accessory to, reasonably related to, or maintained in connection with the operation and conduct of an Event Center Structure and Use or Event Center Supporting Structure and Use, including, without limitation, open space and plazas,

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[17] See the Applicant's proposed overlay zone description at http://ibecproject.com/IBECEIR_031906.pdf

> pedestrian walkways and bridges, transportation and circulation facilities, public or private parking facilities (surface, subsurface, or structured), signage, outdoor theaters, broadcast, filming, recording, transmission, production and communications facilities and equipment, and events **held outside of the Event Center Structure** that include, but are not limited to, sporting events, concerts, entertainment events, exhibitions, conventions, conferences, meetings, **banquets**, **civic and community events**, **social, recreation, or leisure events**, celebrations, and other similar events or activities." (Emph. added.)

The Overlay Zone also contains "any other" uses to be determined by the City:

> "(E) "Sports and Entertainment Complex" shall mean a development that includes the following:
>
> (1) **Event Center** Structure and Uses;
>
> (2) Event Center Supporting Structures and Uses;
>
> (3) **Infrastructure and Ancillary Structures and Uses**; and
>
> (4) **Any other uses** that the Economic and Community Development Department Director ("Director") **determines** are similar, related, or accessory to the aforementioned uses." (Id. at p. 3, emph. added.)

These uses are all undefined and left to future identification. That is a wholesale violation of CEQA because this situation violates the required "accurate, stable and finite project description." These multiple and various uses, and their potential interaction with one another and other Project uses, have not been properly disclosed, analyzed or mitigated in the DEIR. They must be as part of a recirculated DEIR.

We emphasize, as the Court of Appeal recently held in Stopthemillenniumhollywood.com v. City of Los Angeles (2019) 39 Cal.App.5th 1, 16, where similar Design Guidelines were invalidated:

> "The requirement of an accurate, stable, and finite project description as the *sine qua non* of an informative and legally sufficient EIR has been reiterated in a number of cases since County of Inyo. (See, e.g., Treasure Island, supra, 227 Cal.App.4th at p. 1052, 174 Cal.Rptr.3d 363 ["This court is among the many which have recognized that a project description that gives conflicting signals to decision makers and the public about the nature and scope of the project is fundamentally inadequate and misleading"]; Communities for a Better Environment v. City of Richmond (2010) 184 Cal.App.4th 70, 85–89, 108 Cal.Rptr.3d 478 [EIR failed as an informal document because the project description was inconsistent and obscure as to the true purpose and scope of the project]; San Joaquin Raptor Rescue Center v. County of Merced (2007) 149 Cal.App.4th 645, 653, 57 Cal.Rptr.3d 663 [an EIR must include detail sufficient to enable those who did not participate in its preparation to understand and to consider 309 meaningfully the issues raised by the proposed project].)" Id. at 17.
>
> "'Only through an accurate view of the project may affected outsiders and public decision makers balance the proposal's benefit against its environmental costs, consider mitigation measures, assess the advantage of terminating the proposal . . . and weigh other alternatives in the balance.' [Citation.]" Id. at 18-19.

Finally, for the Applicability of the Overlay Zone, the Applicant's draft provides: "Except as otherwise provided in this Article and/or in the SEC Development Guidelines, the provisions of the Inglewood Municipal Code, Chapter 12, Planning and Zoning, shall apply. This Article and the **SEC Development Guidelines shall prevail** in the event of a conflict with other provisions of Chapter 12." (Id. at p. 4, emph. added.) Similarly, the draft provides: "(B) The SEC **Design Guidelines** establish specific design and review standards for the development of a Sports and Entertainment Complex within the SE Overlay Zone, including, without limitation**, standards for buildings and structures**, landscaping, signage, and lighting, and shall apply **in lieu of any** contrary provisions in the Inglewood Municipal Code, including without limitation the Site Plan Review process contained in Article 18.1 of this Chapter." (Id. at p. 7.) The draft also overrides setbacks, height and parking requirements in the Code, **provides for only the Planning Department Director's approval, i.e., with no further CEQA review,** and specifically states that any "lot line adjustments" will be "ministerial" actions; i.e., not subject to CEQA and public review.

This clearly runs afoul of CEQA. As recently explained in Stopthemillenniumhollywood.com, supra, at p. 14, where the Court of Appeal affirmed the trial court's invalidation of the project EIR and all project approvals there, under quite similar facts, including the power of the Planning Director to make future approvals with no further CEQA review:

> "Additionally, the trial court held that the conceptual approach used to define the project in this case impermissibly deferred a portion of the environmental impacts analysis. It noted that without knowing which of the project "concepts" would ultimately be built, the EIR could not (and did not) explain how the developers would avoid exceeding the maximum impacts when the project was finally designed and built. Moreover, the LUEP allowed Millennium to transfer or change uses within the project, and it allowed the planning director to approve a change request if the request demonstrated that it was consistent with the maximum allowable number of increased vehicle trips (trip captures) and did not exceed the maximum environmental impacts identified in the EIR. The trial court asked, "But how will the Planning Director make that determination for changing the Project and using what criteria?" It noted that since no additional CEQA review was required to ensure that Millennium was within maximum environmental standards, and no public input would be allowed, the final EIR essentially "defers the environmental assessment of the Project and ultimately fails to ensure that the finally designated Project will not be approved without all necessary mitigations of environmental harm.""

The Overlay Zone and the EIR do not pass CEQA muster regarding the critical and foundational accurate, stable and finite project description. As that fails, everything else fails with it. Accordingly, it is impossible to evaluate the Project's impacts – the whole of the action – in view of the ancillary uses, such as hotel, restaurants, cafes, retail uses, many of which are not currently identified or, apparently, even known. However, the gamut of potential uses suggests daily 24-hour activity, with the potential for generating much more traffic and/or activity and attendant impacts (noise, need for public services, such as police, utilities, GHG emissions) than discussed in the DEIR. The Project description is fatally flawed, and the FEIR and Project cannot be approved.

C. Crenshaw Line Construction Delays and the DEIR's False Baseline Assumptions; the Project's Potential Inability to Meet the AB-987 Certification Threshold.

The DEIR is based on unrealistic baseline assumptions. Per the DEIR, the environmentally superior alternative is Alternative 3 for several reasons, one of which is the Project's proximity to Metro's Crenshaw Line and the provision of shuttle services from the respective stations to the Project site. (DEIR, pp. S-51-52; pdf. 71-72). For that purpose, the DEIR relies on the fact that the Crenshaw line – which will have 3 stations in Inglewood – is slated to start operation in 2019. (DEIR, p. 2-4; pdf. p. 144.)

Yet, it was only after the DEIR comment period closed that Metro admitted that the Crenshaw line's construction will be delayed by 2 years, in view of recently discovered construction defects necessitating a redo; a planned grade separation will further delay that process. (**Exh. 22** [LA Times article re Crenshaw Line, April 10, 2020; Streetsblog article, May 20, 2020].)[18] Inglewood and the Project will be directly impacted by these delays. In turn, those dramatically changed circumstances that undermine the EIR's assumptions require recirculation of the DEIR. Based on the article, Mayor Butts did not respond with comment about these delays. Neither did Los Angeles Mayor Garcetti. (Id.)

Moreover, as cautioned by Metro in its DEIR comment to the City on March 24, 2020, the K-line (also known as Crenshaw Line) grade separation activities may coincide with construction of the IBEC Project and thereby present "operational limitations" by not being able to provide the level of service to the arena that is contemplated. (Metro Comment Letter, p. 3].) Metro's delays with the Crenshaw Line and grade separation activities by themselves will adversely impact the traffic in Inglewood.

The fact that Crenshaw Line construction, grade separation, and Project construction activities will coincide significantly also affects the DEIR's *cumulative* impacts analysis and adds more *construction* impacts than contemplated in the DEIR. Delays in construction activities translate into operational limitations (i.e., failure to serve the Project site as contemplated under AB 987 and the EIR). The cumulative operational and construction impacts, in turn, will result in more traffic, air pollution, and GHG

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[18] See https://www.latimes.com/california/story/2020-04-10/metro-crenshaw-lax-line-opening-date-delayed; https://la.streetsblog.org/2020/05/20/metro-pursuing-disruptive-centinela-grade-separation-on-nearly-complete-crenshaw-line/

emissions than contemplated in the DEIR. All of this needs to be disclosed, analyzed and mitigated in a recirculated DEIR.

The DEIR needs to be amended to account for corrected baseline assumption changes, impacts and mitigation measures, and recirculated for comment to other public agencies like Metro, and the general public.

Further, with these delays in Crenshaw Line construction and grade separation activities causing service operational limitations, the Project ultimately fails to meet all of the threshold requirements in Pub. Res. Code §21168.6.8(a)(3), and particularly the requirement that the Project "(A) Receives a Leadership in Energy and Environmental Design (LEED) gold certification for new construction within one year of the completion of the first NBA season." (Id.) The delays identified above may affect the Project's ability to achieve the expected GHG and traffic reductions "within one year of the completion of the first NBA season." Thus, the Project does not meet the definition of the ELDP project in Pub. Res. Code § 21168.6.8 and does not qualify for a certification as such.

D. The Citywide Parking Amendments in the Ordinance Exceed the Scope of the Project Analyzed in the DEIR.

This section is also based on *new information* released by the City after the release of the DEIR and not reasonably known during the public comment period, i.e., the City Council's approval and signing of the Settlement Agreement with MSG Forum, Murphy's Bowl, LLC, and others on March 24, 2020. Pub. Res. Code §§ 21189.55(d)(2) and (5).

Although the DEIR went to great lengths to document the existing parking regulations in the Inglewood Municipal Code and the proposed transportation management features, it failed to mention that the Project would be accompanied by a highly-impactful stealth ordinance allowing *any* parking facility Citywide to be used for parking for the proposed Sports and Entertainment Complex.[19] (**Exh. 21,** pdf. p. 14

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[19] The proposed Ordinance is also unconstitutionally vague because it fails to give a reasonable person notice of what is prohibited. Under what circumstances is parking provided "for" the SEC? A few hours prior to major events, or all day even for minor events, guests and employees? What percent of parking guests must be visiting the SEC? Does proximity matter? Can a nonconforming parking lot on the other side of the City remain open every day claiming to be "for" the SEC?

[Overlay Zone, Section 6]; see also **Exh. 23** [Citywide Permit Parking Ordinance].) The ordinance is undeniably part of the Project – not a related project, and not a stand-alone ordinance – because it is literally inoperable without the Project: without an approved Sports and Entertainment Complex, an ordinance allowing parking Citywide for the Sports and Entertainment Complex has no independent utility. Yet not one word about this seismic regulatory change appears in the Project Description or anywhere in the DEIR.

The proposed changes to Citywide parking regulations not only renders the Project description fundamentally incomplete, it also undermines the environmental analysis throughout the DEIR. Currently, Inglewood Municipal Code Section 3-63 permits parking facilities to serve as public off-street parking upon issuance of a permit by the Permits and Licenses Committee. Such permits may only be issued when required to reduce traffic hazards – a high standard that would likely apply only during the largest events. The proposed ordinance permits *any* lot to be used for public parking, Citywide, regardless of whether such parking lots are necessary to reduce traffic hazards. The proposed Ordinance radically expands the expected impacts of the Project. This failure also infected traffic and air quality analyses by failing to account for longer exposure to intrusion of traffic in residential neighborhoods. This further inadequate Project description deprived the public and other agencies of the opportunity to fully understand the Project's impacts. A recirculated DEIR should issue.

E. Illegal Precommitment.

This section is also based on *new information* released by the City after the release of the DEIR and not reasonably known during the public comment period, i.e., the City Council's approval and signing of a settlement agreement with MSG Forum, Murphy's Bowl, LLC, and others on March 24, 2020. Pub. Res. Code §§ 21189.55(d)(2) and (5).

Despite the City's duty to independently make CEQA findings prior to any certification of the EIR as complete and prior to Project approval, the City's pre- and post-public review period demonstrate that the City and City Council/Mayor have precommitted to approving the Project, including on March 24, 2020 by signing a settlement agreement to dispose of MSG, the Forum, and IRATE's environmental and other challenges to the Project. (**Exh. 24** [article about Mayor signing 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. (Id.; emph. added.)

This occurred after the City Council and the Mayor had a closed-door session related to four pending lawsuits involving the same parties as in the settlement agreement. The meeting – with its open and closed sessions – was in violation of the Brown Act. (**Exh. 1** [Cure and Correct letter, April 23, 2020].)[20] The City's responses to our Cure and Correct – mailed on May 4, 2020 and May 5, 2020 – confirmed: (1) in closed session on March 24, 2020, City Council "unanimously authorized" the settlement agreement between the parties in all four lawsuits; (2) the City Council did not report taking this action in closed session, claiming that the action was not yet final; (3) Mayor Butts signed two other agreements related to the IBEC Project during the open session. (**Exh. 25** [City responses].) The settlement agreement "authorized" by the City Council behind closed doors allowed it to end all then-outstanding CPRAs and all claims and cases against Murphy's Bowl, the City, and Mayor Butts. The tri-party agreement, in turn, made sure that the Petitioners in all four actions were unable to submit comments on the Project any time thereafter: Petitioners would not be able to submit comments during the "standoff" period of escrow while MSG transferred title to the Forum to Murphy's Bowl, and would not be able to submit comments through third parties thereafter. Mayor Butts signed the tri-party agreement condoning those arrangements, which effectively ended those parties' prior CEQA claims, and foreclosed future CEQA and other claims by them.

The pre-DEIR administrative process was marred by the City's actions with the Court found that the Mayor misrepresented to MSG Forum the future development of the Project site. Although the litigation was against the Mayor, it was further reported that the Councilmembers supported the Mayor and condoned his actions. (**Exh. 26** [Dailybreeze article re Mayor may be personally liable].)

Brining it full circle, on March 24, 2020, the City's decision-making body again confirmed its precommitment to the Project by signing the settlement and tri-party agreement. Since the settlement/tri-party agreement(s) was/were not produced at the hearing, the public could not evaluate its terms or the import of those on the environmental issues under consideration as part of the EIR process.

The lead agency pre-commits to the project where it "'contracted away its power to consider the full range of alternatives and mitigation measures required by CEQA' and

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[20] See http://ibecproject.com/IBECEIR_030991.pdf

had precluded consideration of a 'no project' option. (Citizens for Responsible Government, supra, 56 Cal.App.4th at pp. 1221–1222, 66 Cal.Rptr.2d 102.) 'Indeed, the purpose of a development agreement is to provide developers with an assurance that they can complete the project. After entering into the development agreement with [the developer], the City is not free to reconsider the wisdom of the project in light of environmental effects." (Id. at p. 1223, 66 Cal.Rptr.2d 102.)." Save Tara v. City of West Hollywood (2008) 45 Cal.4th 116, 138.

The City of Inglewood is listed as the Lead Agency to certify the Final EIR for the Project, without which the Project may not move forward. The lead agency must make its independent review of the EIR findings before certifying it. The Mayor's comments in the open session preceded by a closed door session on the same issue, the adoption/signing of the settlement agreement coupled with the inadequate agenda description and failure to produce the settlement agreement prior or during the public hearing for public review and comment – all suggest that the City again precommitted to the Project, and the Council/Mayor will not be able to make independent findings on the EIR, as required by CEQA, or to select an alternative or to reject the Project.

F. New Comments by Impacted Public Agencies Reveal New Unidentified and Unmitigated Impacts, Mandating Supplementation/Recirculation.

This section is based on the new information (comments of public agencies) released to the public on the City's administrative record website *after* the release of the DEIR and not reasonably known to the public. Pub. Res. Code § 21189.55(d)(4)-(5).

The Project's plans for increased use of mass transit and alternative modes of transportation were the major feature and baseline assumption to support AB 987 certification and the finding of net zero greenhouse gas (GHG) emissions. The DEIR similarly relies on the same assumptions. However, as evidenced by comment letters from various public agencies, those assumptions are neither enforceable nor realistic and the DEIR and FEIR fail either to identify or mitigate various impacts. Specifically:

1. Caltrans Comment and Request for More Mitigation Measures.

Caltrans is listed as a responsible agency[21] for the Project in the DEIR (DEIR, at p. 1-8 and 2-90).

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[21] We also object that the City, as now definitively shown in the post-March 24, 2020 release of the proposed FEIR, has failed to comply with all of Caltrans' original

Based on Caltrans' comments sent on March 24, 2020 and seen after the public review period closed, Caltrans identified significant impacts and proposed additional mitigation measures, which is new information that the public did not or could not reasonably know (**Exh. 27** [Caltrans, March 24, 2020].)[22] In particular, Caltrans stated (in italics):

> - *"The Daytime and Major Events at the proposed project arena **would cause significant impacts on State facilities, specifically 1-405**, under cumulative conditions. Given that this proposed project would result in **significant State facility usage**, it is recommended that the developer work closely with Caltrans to identify and implement operational improvements along 1-405. Such traffic management system improvements could include, but are not limited to, the following: Active Traffic Management (ATM) and Corridor Management **(CM)** Strategies such as queue warning, speed harmonization, traveler information; Transportation Management System (TMS) elements such as closed circuit television cameras (CCTV), changeable message signs (CMS), etc.*
>
> *To **mitigate the potential impacts on the 1-405, we recommend** that the project's developer work with Caltrans early on developing a **fair share mitigation agreement towards** a proposed project that involves **adding** the aforementioned improvements to the 1-405 within the project's vicinity."* (Id. p. 2, emph. added.)

Caltrans' comment identified non-mitigated significant impacts on the I-405, which means that the Project may cause significant traffic on the freeway; this in turn affects the GHG emissions and impacts analysis. Slowed traffic results in increased *time*

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study directions to the City for inclusion in the EIR. This is another failure to proceed by the City in the manner required by law. This objection also applies to the City and the FEIR's disregard of the comments and study directions provided by other responsible agencies like Los Angeles County Metro.

22 http://ibecproject.com/IBECEIR_030279.pdf

for cars on the road, *more* cars on the road at the same time, and more GHG emissions. It follows that both the AB-987 and CARB approval and the DEIR use the wrong baseline of calculating GHG emissions based on the freeway speed of 65 mph instead of slower speeds, more cars, and more GHG emissions.

Second, Caltrans' proposal that the Developer work with Caltrans to develop a fair share mitigation agreement shows there is presently no enforceable agreement and by inference no enforceable mitigation at this time. This lack of enforceable agreement runs counter to CEQA's mandate that mitigation measures be fully enforceable. Pub. Res. Code § 21081.6(a)-(b), Guidelines, § 15126.4(a)(2).

- *"Per Table K.2-T, K.2-U, K.2-V, K.2-W, and K.2-X, Northbound (NB) and Southbound (SB) 1-405 mainline segments will have **direct significant impact(s)** due to **weaving/merging operation. Please identify the mitigation measures**, if any."* (Id. at p. 2; emph. added.)

Caltrans' comment above indicates significant direct impacts for which the DEIR identified no mitigation measures. As to the requirement to both identify impacts and mitigation measures, as well as mitigate and/or prevent impacts under Guidelines § 15002(a) in the DEIR, the City failed, rendering the DEIR incomplete and precluding informed public comment or decisionmaking.

- *"Mitigation measure 3.14-3(c) includes restriping the center lane on the 1-405 NB Off-Ramp at West Century Boulevard to permit both left and right-turn movements. Caltrans anticipates that **the conversion of the middle lane to a shared lane will result in queue for the left turn traffic**. Please provide further explanation **to justify** that the mitigation measure at the 1-405 NB off-ramp at West Century Boulevard will not lead to **significant impacts.***

  *If necessary, **widening of the off-ramp** to add another right turn lane would be considered as a viable mitigation alternative. Please note that **ICE screening is required** if intersection modification is proposed."* (Id.; emph. added.)

Caltrans' comment identifies potential significant impacts from the proposed conversion of the middle lane to a shared lane. This potential impact was not identified

for the public to comment on. Moreover, the comment proposes *widening of the off-ramp,* which will require Intersection Control Evaluation ("ICE") screening for the intersection modification. The DEIR failed to provide the requested information, precluding informed public comment and decisionmaking.

- *"According to the DEIR the following intersections have "Significant Impacts" under one or more scenarios. Please provide more details regarding* ***what mitigation measures*** *were proposed for these intersections and* ***why they were not feasible for this proposed project.***

  If no mitigation measures have been identified, Caltrans is able to help the developer identify any viable mitigation measures at the following locations for the proposed project:

  o Eastbound (EB) 1-105 on-ramp from Imperial Highway
  o EB 1-105 on/off-ramps from 120th Street
  o Westbound (WB) 1-105 off-ramp to Hawthorne Boulevard."
  (Id.; emph. added.)

Caltrans' comment above shows that the City and the DEIR failed to identify ***all feasible*** mitigation measures, which in turn means that the DEIR is incomplete and the Project *may not* be approved with the Statement of Overriding Consideration pursuant to Pub. Res. Code § 21002. The Agency must work with Caltrans, perform all studies and use all methodologies directed by Caltrans, add mitigation measures that Caltrans suggests, and then recirculate the DEIR so the public may comment on those, as required by CEQA. There are at least three locations where, per Caltrans, mitigation measures are feasible and failure to incorporate those will affect the environment.

- *"As a reminder,* ***Caltrans requires*** *the Intersection Control Evaluation (ICE) Step One screening to be conducted as per the guidelines set forth in the Caltrans ICE Process Informational Guide for Traffic Operations Policy Directive 13-02 - Please perform Intersection Control Evaluation (ICE TOPD) at the* ***following locations.***

  o WB 1-105 off-ramp approach to South Prairie Avenue
  o WB 1-105 off-ramp to Crenshaw Boulevard." (Id. pp. 2-3.)

The comment shows that no ICE screening as to the viability of the intersection modifications occurred, which further shows that the DEIR's proposed mitigation measures have not been validated and shown to be enforceable as required by CEQA.

2. Metro Comment and EIR's False Baseline Assumptions.

On March 24, 2020, another responsible agency, Los Angeles County Metro, sent its own comments on the DEIR, which revealed new information. (**Exh. 28** [Metro's comment, March 24, 2020].)[23] The Comment raised numerous discrepancies in the DEIR, affecting the baseline and requiring new mitigation measures. Although Metro's focus in the comment letter was to eliminate discrepancies and seek cooperation with the Applicant/City to resolve those, Metro's comments provide substantial evidence of a host of environmental impacts that were not disclosed and not mitigated. In particular, Metro notes (in italics):

- "*Page 3.14-47, "Fixed-Route Bus Service": The narrative describes scheduling shakeups as occurring in December and July of each year. This should be corrected to* ***December and June*** *(not July). Also,* ***shakeups include both minor and major changes (not just minor*** *as the narrative describes*)." (Id. at p. 2; emph. added.)

"Major changes" and shakeups in "December and June" of each year in scheduling is substantial evidence of unstudied potentially significant impacts, contrary to the City's narrative. December is a busy month, in view of the holiday season accompanied by concerts and events. Major shakeups during two months vastly affect the baseline assumption in the Project regarding possibilities to coordinate events and transit services, themselves highly vague and imprecise "mitigation measures."

- "*Page 3.14-53, "Adjusted Baseline Transit Assumptions": The narrative describes rail operating plan C-3 that was adopted by the Metro Board of Directors (Metro Board) as being a two year service plan; however, the Metro Board motion indicates the proscribed [sic.] period is* ***only one year (not two).***" (Id. [Metro comment, p. 2].)

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[23] http://ibecproject.com/IBECEIR_030294.pdf

The fact that the adopted rail operating plan C-3 is for one year, not two, is substantial evidence of the remaining one-year impacts that were overlooked in the DEIR and improperly deemed as mitigated.

- *Page 3.14-130, "Transit System Evaluation": Metro C Line trains are typically two-car trains; however,* ***service is shifted to one-car or two-car trains starting in the 9 PM hour each night on weekdays****. The calculations of* ***train capacity*** *in Table 3.14-36 do not reflect* ***this reduction for weekday night post-event time periods.*** *Also, existing C Line schedules provide three trains an hour after 7 PM (one train every 20 minutes in each direction).* ***During weekends****, the C Line operates every 15 minutes with two-car trains* ***during the day****, and* ***every 20 minutes*** *with* ***one-car or two-car trains in the evenings****. C Line service and headways may or may not change once the K Line opens. Depending on resource availability such as rail cars, train operators, and budget, Metro Rail Operations may be able to keep two-car trains in service later than the 9 PM hour to accommodate post-event demand.*

  "Also, please note that the ***K Line*** *is being designed to provide service* ***with three-car trains.*** ***However****, platform lengths on segments of the existing C Line can* ***only*** *accommodate* ***two-car train service****. Metro is* ***seeking grant funding*** *from the State of California to extend platforms at four C Line stations. However, in the event that such grant funding is* ***not secured****,* ***trains may be limited to two-car service which would limit their carrying capacity for events at the Project site****."* (Id. at p. 2; emph. added.)

These passages are substantial evidence that the DEIR **inflated the baseline** by presenting more services and train capacity than realistically exists and therefore understated the Project impacts. It is also important to note that most if not all events occur in the *evenings* and on the *weekends*. A new DEIR should both correct the proper

information and analyze, quantify, and mitigate the impacts of such reduced services and capacity.[24]

- *"While funding and tentative construction timelines [of **grade separation project** for the K Line at the Centinela/Florence intersection] have not yet been identified by the Board for this project, the City and Applicant should be advised that **construction of this project** may **coincide with construction** of the Inglewood Basketball and Entertainment Center. For the duration of the grade separation construction, the K Line could have **operational limitations** and therefore **may not provide the same level of service to the arena and other venues** in the vicinity temporarily."* (Id. at p. 3.)

Consistent with Metro's comment, the City must disclose/mitigate this operational limitation in the DEIR and the cumulative impacts of parallel construction.

- *"Shuttle Service provision: The EIR should describe/confirm, in the Project Description section and/or the Transportation and Circulation section:*

  *a) whether the **shuttles** will be a **private bus service**, funded and/or provided by the Applicant, or a **municipal/public-provided** service;*

  *b) the **frequency** of shuttles (headways) proposed for event days;*

  *c) whether **fares** for the shuttle will be free, paid, or TAP-card enabled.*

  *Shuttle **service hours** and **augmenting staff** (law enforcement, traffic officers and general support) pre- and post-event should be extended on days with*

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[24] We also note as a general objection applicable throughout this letter that the City may not, for the first time in an FEIR, introduce substantial new information or changed data that should have first been part of the DEIR. Any attempt to cure the deficiencies noted herein, and as noted by other commenters, in the FEIR will be a further violation of CEQA.

concurrent events at the Forum or SoFi Stadium to assist with excessive pedestrian and vehicle traffic." (Id. at p. 4; emph. added.)

Similar to the above comment, the City must disclose the requested information and address all impacts, rather than leave those issues vague and defer mitigation.

- "*Curb space: **Adequate curb space and/or bus berths** should be allocated and designated for shuttle bus stops at each of the rail stations to be serviced. This is necessary to ensure **safe and efficient** service by shuttle buses and regular Metro Bus and Rail operations, as well as overall vehicular circulation. Metro has completed the Metro Transfers Design Guide, a best practices document on transit improvements. This can be accessed online at https:www.metro.net/projects/systemwidedesign.*

  *Street Closures. Pre- and post-event planning may or may not require **street closures and/or queuing of event** attendees on the sidewalk (i.e., public right-of-way) to uniformly control crowds. The City and Applicant should coordinate with transportation and public works staff of local jurisdictions where the shuttle services is anticipated to connect to Metro rail stations within and outside the City of Inglewood (e.g. City of Hawthorne, City of Los Angeles, County of Los Angeles) to identify needs for allocation of curb space and sidewalks.*

  *Staff Support **Additional traffic officers** and **law enforcement support** should be provided by the Applicant at transfer locations between rail and the shuttle service (at street level, not Metro property) to **mitigate pedestrian and vehicle conflicts** at intersections and sidewalks on the day of the event.*" (Id. at p. 5; emph. added.)

The above-noted omissions in the DEIR (adequate curb space, street closures, and more traffic officers and law enforcement officers) were not addressed in the DEIR and their impacts have not been considered. For example, if street widening is required then – as a domino effect – the Project's design and size will have to change. Street closures

mean more traffic spill-over to adjacent streets, and additional traffic officers suggest slower traffic. Slower traffic contributes to more cars on the road and more GHG emissions, not identified/mitigated in the EIR process.

The DEIR must be supplemented with the above noted information and recirculated to the public and public agencies for review and comments.

3. Los Angeles Department of Transportation Comment re Incorrect Baseline.

LADOT comment reveals several flaws and omissions in the DEIR which need to be corrected and addressed, to comply with CEQA. In particular, LADOT wrote:

- *"[T]he project analysis has been executed using an "**adjusted baseline**" calculation to establish the "**existing**" **traffic conditions** level against which to determine Project activity traffic increases. While LADOT agrees with this analytical approach, it should be noted that **the** "**adjusted**" **traffic activity** attributable to the HPSP **is additional traffic**, that in-and of itself, will contribute significant traffic activity increases to City of Los Angeles intersections while also creating elevated baseline traffic conditions for the proposed project. Therefore, although the IBEC project is being analyzed separately from the HPSP, there is clearly a need to ensure comprehensive coordination between the two projects, particularly in regard to stadium events. In order to provide comprehensive mitigation and ongoing collaboration, a cooperative mitigation program for both projects should be considered."* (**Exh. 29**, p. 2, emph. added. [LADOT Letter].)[25]

First, even though "LADOT agrees" with the DEIR's use of the "adjusted baseline" or elevated baseline of existing traffic conditions in view of the NFL stadium slated to complete construction in 2021, such baseline calculation violates CEQA. CEQA generally requires the baseline to reflect the "existing conditions" at the time the "Notice of Preparation" is published. Guidelines § 15125(a)(1). The requirement is to

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[25] See http://ibecproject.com/IBECEIR_030295.pdf

ensure that the impacts of the Project are considered at the *earliest* possible time.[26] The Notice of Preparation for the Project was published on February 20, 2018. Therefore, the EIR's use of an adjusted baseline of 2021 was an error as a matter of law, as it artificially inflated the baseline and understated the impacts. Put differently, the cumulative impacts of the Clippers Project *together with* the NFL project were not analyzed in the NFL project and evaded review in the IBEC DEIR – exactly what CEQA prohibits. POET, LLC v. State Air Resources Bd. (2017) 12 Cal.App.5th 52, 83.

Second, even LADOT acknowledges the practical effect of the Project DEIR's analysis, which understated the cumulative "additional traffic" of the IBEC Project together with the NFL stadium and requires coordination of events. Even if MSG Forum and Clippers have agreed to coordinate their events for a "$400 million" settlement, there is no such agreement between the NFL and IBEC projects. For this additional reason, the Project DEIR is incomplete and flawed, requiring use of a corrected baseline and reevaluation and mitigation of understated impacts.

- LADOT's comment re "Traffic Mitigation" requests *mandatory* language to be added in the proposed mitigation measures to "deploy officers" to help with queuing conditions on streets, and requires collaboration with LADOT to secure approvals for the mitigation measures (removal of "*median islands*"). (**Exh. 29**, p. 2 [LADOT Comment].)

The noted recommendations suggest that there is no mandatory enforceable collaboration between LADOT and the Applicant, and that the DEIR improperly deferred mitigation measures for no acceptable reason under Guidelines § 15126.4(a)(1)(B). The improper deferral violated CEQA.

- In its Comment 5 re Traffic Mitigation, LADOT identifies another omission in the DEIR: "*The Project does not identify specific measures to address* ***the potential impact to key City of Los Angeles corridors*** *leading into the project. Therefore, it is imperative that* ***further collaboration on this issue*** *be afforded in order to fully explore potential mitigation. The discussion of this mitigation should also include direction to*

[26] Even though the Project *aims* for traffic reduction, there is no substantial evidence in the record that such traffic reduction is plausible. Public comments from the transit-regulating agencies have identified many omissions and flaws in those assumptions.

> *determine an appropriate agreement instrument in order ensure appropriate funding for any necessary event-day resources.*" (Id. at p. 3 [LADOT Comment].) The Comment also underscores deferred mitigation measure and the lack of any specific commitment or financial arrangement to resolve the problem. The DEIR's deferred mitigation violates CEQA.

These defects render the DEIR invalid and require correction to the baseline assumptions, supplementation of the missing information, incorporation of enforceable mitigation measures, and recirculation of a correct DEIR for public review and comment.

4. LA Public Works Comment re Omitted Impacts/Mitigation and Methane Hazards.

"Good faith effort at full disclosure" is a key mandate in CEQA. Guidelines § 15151. LA Public Works' comment, which was "received" by the City on March 24, 2020, identified several instances where the Project DEIR failed in the required good faith full disclosure, thereby making it incomplete. LA Public Words wrote:

> "*A. The DEIR should* ***disclose*** *the following County* ***proposed traffic enhancements*** *in Westmont-West Athens:*
>
> - *The leading* ***pedestrian intervals*** *at the intersections of Century/Van Ness and Normandie/Century.*
> - ***Curb extensions*** *at Century Boulevard/Gramercy Place (Intersection #51) at the southeast and northeast comers. Note that although these curb extensions will not impede right-turning vehicles, please include a comment to the consultant to* ***ensure that defacto right turn lanes were not assumed*** *at this intersection in their line-of-sight calculations.*" (**Exh. 30**, p. 2 [Public Works Letter]; emph. added.)[27]

LA Public Works' comment requests disclosure and assurance that the DEIR is not based on an incorrect baseline. It fully questions the validity of the DEIR's

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[27] See http://ibecproject.com/IBECEIR_030282.pdf

calculations, which questioning has not been properly or adequately addressed in the FEIR.

> "*B. The DEIR should disclose the following potential County traffic enhancements in Lennox:*
>
> - *The leading pedestrian intervals at the intersections of Lennox/Inglewood, Lennox/Hawthorne, 111th/Hawthorne, Lennox/Freeman, 104th/Inglewood, and 104th/Hawthorne.*" (Id. at p. 2 [Public Works Letter]; emph. added.)

The comment identifies another traffic impact that was not disclosed in the EIR. Any traffic enhancement may have its own impacts and needs respective disclosure and mitigation in the DEIR. This again shows the proposed FEIR to be legally deficient.

> - "*SB 1383, which requires a 50 percent reduction in anthropogenic black carbon and a 40 percent reduction in hydrofluorocarbon and methane emissions below 2013 levels by 2030, where methane emission reduction goals include a 75 percent reduction in the level of statewide disposal of organic waste from 2014 levels by 2025* . . . " (Id. at p. 2; emph. orig. [Public Works Letter]).

The comment above regarding methane underscores the DEIR's lack of methane hazards disclosure. The Project EIR vaguely provides:

> "As indicated previously, the Project Site is not located within the immediate vicinity of an active or abandoned oil well. The closest known oil production well is located approximately 1,200 feet northeast of the Project Site and is categorized as "idle."
>
> "Methane (CH4) is a naturally occurring colorless gas associated with the decomposition of organic materials. In high-enough concentrations, methane can be considered an explosion hazard. According to the Los Angeles County Department of Public Works Solid Waste Information Management System, the Project Site or its elements are not within 300 feet of an oil or gas well or 1,000 feet of a methane producing site. As such, the potential for explosive

> methane gases impacting the Project Site is low." (DEIR, pdf p. 541.)

The statement in the EIR is inaccurate. Based on information from DOGGR, there is an oil well API: 0403720016 as close as 449.6 ft. from the Project site; the oil well was reabandoned in 2016. (**Exh. 31** [oil well next to project site].)[28] This is apart from the *idle* oil well indicated in the DEIR. Moreover, the DEIR does not explain what "idle" means and suggests that it is somehow harmless, where in fact idle wells present more risks than properly abandoned ones. (**Exh. 33** [idle wells are a major risk].)[29]

Finally, the DEIR comment is non-specific as to whether any of the Project's proposed 28-acre site is located within a methane zone. (DEIR, pdf p. 491, 541.)

The fact that the LA Public Works' comment requires the DEIR to mention methane reduction goals of 75% and that the DEIR inaccurately and vaguely presents methane hazards and the adjacent oil well near the Project site allow the DEIR to skirt analysis of oil well/methane combination hazards near the Project site. This is a failure to provide necessary information for informed decision making by the lead agency and the public, as well as other public agencies. It is known that methane being a light explosive gas seeks "preferential pathways" to reach the surface and is therefore more dangerous in the vicinity of oil wells providing such openings and conduits. (**Exh. 34**, [Lorena Plaza Project MND excerpt].)

Thus, while the DEIR denies that the Project is within 300 feet of an oil well or 1,000 feet of a methane producing site, it does not conclusively establish lack of methane hazards, especially where the DEIR inaccurately presents the closest known oil well to be 1,200 feet away. The DEIR presents incomplete and raw data and does not provide the analytic path traveling from those raw facts to the conclusion of low impacts. The EIR fails to provide substantial evidence on a critical safety issue of methane gas and methane explosion, while proposing to attract tens of thousands of people to the area.

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[28] Based on MSG Forum's unsealed court documents lawsuits, the City (Mayor Butts) and Clippers contemplated the IBEC Project in 2016. See (**Exh. 32** [Clippers' City's 2016 Concealment Efforts].) https://therealdeal.com/la/2019/02/26/l-a-clippers-city-worried-msg-would-learn-of-inglewood-arena-plans/

[29] https://www.fractracker.org/2019/04/idle-wells-are-a-major-risk/

- *"Clarify the type of **pedestrian flow management** that will be used. The document should note the type of proposed management, particularly in the southwest comer of the proposed project site."* (**Exh. 30**, p. 3 [Public Works Comment, 3-24-20]).

The comment reveals another significant omission in the DEIR related to transportation and circulation. That is that the Project won AB 987 certification primarily for its claim to be able to reduce GHG emissions through alternative modes of transportation, including walking and biking. Therefore, the DEIR's failure to regulate the pedestrian flows – for a Project that can accommodate 18,000-20,000[30] attendees at a time for the events and includes other amenities, such as a sports clinic, with their own flow of visitors – cannot omit disclosure and analysis of this critical pedestrian flow management issue. This concern was raised *inter alia* in Culver City's April 1, 2020 comment about narrow sidewalks. (See Sec. VI.F(5), infra [Culver City comment].)

Moreover, the more pedestrians that are crossing the streets and the less such flows are managed, the slower the traffic on the streets will become. The more pedestrians are on the streets, the more red light signals will be triggered to halt traffic. These impacts will be further aggravated in view of potential similar large events at the nearby Forum and NFL arenas.

- *"The DEIR only considers line of **sight E or F results as significant**; however, **multiple County intersections have significant impacts** at **LOS D, C,** etc, thresholds. Please include/denote these as significant impacts as well and then address them in the mitigation section.*

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[30] Even though both the DEIR and the AB 987 certification project application have been consistently speaking about an 18,000-seat arena, the City's latest communications *after the DEIR public comment period closed* have been noting 18,000-20,000 seats. (**Exh. 35** [real estate appraisal item in City Council agenda packet, May 5, 2020].) This reveals another instance of filing to have an "accurate, stable and finite project description," and perhaps more importantly, reveals an undercounting and artificial diminishing of the Project's true magnitude and impacts. Based on this changed attendance/capacity figure, the entire DEIR should be recirculated and all measurements and metrics reanalyzed to account for this greater than 10% increase.

- *Please **use the enclosed ICU methodology** for all signalized intersections and unsignalized intersections within or shared with the County.*

- ***Address mitigations** for each County-impacted intersection.*

- *Provide an **event management plan to Public Works for review***" (Id. at p. 4 [Public Works Letter]).

The comment identifies a flaw and error in the DEIR's methodology, requiring it to identify *more intersections* as significantly impacted and to mitigate that impact. As stated in OPR's letter to the City dated December 4, 2019, "According to AB 987, the project's Travel Demand Management (TDM) program must achieve trip reduction of 15 percent by January 1, 2030 and 7.5 percent by the end of the first NBA season. The TDM program is required to include specific measures, as listed in the statute." (**Exh. 36** [travel efficiency comment from OPR, December 4, 2019].)

The omissions noted in the Public Works comment on the DEIR establish that the findings of the DEIR, also relied upon in the AB 987 certification – which requires achieving 15% reductions in traffic and 50% reduction of GHG impacts – are not supported by substantial evidence. In the words of California legislators about this very Project:

> "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." (**Exh. 11,** at p. 420 [AB 987, California Legislators, June 28, 2019].)[31]

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31 See http://opr.ca.gov/ceqa/docs/ab900/20190628-IBEC.pdf

The City must supplement/correct the information in the DEIR and recirculate the updated DEIR for public review and comment.

5. Culver City Comment About Sidewalk Width, Need for Bike Lanes, and Defined Transportation Management.

Culver City, which had requested several extensions of the public comment period to accommodate for COVID-19 constraints, submitted its comments on April 1, 2020. We could not have seen those comments prior to March 23, 2020. Culver City is adjacent to Inglewood, and will be immediately and negatively impacted by the proposed Project.

The comment raises the issue of the width of the sidewalks and the need for bike lanes to accommodate the Project's claimed pedestrian/bike flows. Since traffic and the noted alternative modes of transportation are directly associated with GHG emissions, the comment presents new information and proposes new mitigation measures, signaling more impacts than those disclosed. In particular, Culver City stated:

- *Chapter 3.14 page 50. Pedestrian Network.* It is unclear based on the description how wide different sections of the sidewalks are along South Prairie Avenue and West Century Boulevard. Immediately adjacent to the project site, along South Prairie Avenue and West Century Boulevard, it is also unclear whether the "8-foot landscaped area that also contains signage and utilities" is an area that people can walk on as well if the five foot wide sidewalk gets too crowded. Five feet wide sidewalks support two people walking side by side, and eight feet wide sidewalks support two pairs of people passing each other (Boston Complete Streets Guidelines). **Narrow sidewalks do not support heavy pedestrian activity** and can create **unsafe conditions** where people **walk on the street**. The project should consider **widening the sidewalks within the vicinity of the project** site to accommodate the thousands of attendees for Clippers games and other big events. https://nacto.org/wpcontent/uploads/2016/04/1-6_BTD_Boston-Complete-Streets-Guidelines-2.4-6-SidewalkWidths_2013.pdf" (**Exh. 37**, p. 1 [Culver City comment letter].)

This comment provides a link to studies about the width of sidewalks and recommends *widening sidewalks* near the Project area. While the comment focuses on the need and benefit to widen the sidewalk for pedestrians, it does not mention the environmental impacts of such widening of sidewalks, nor needed mitigation for that. Should the Project indeed widen the sidewalks, it will involve modifications to the streets or the Project, longer construction impacts, and need for additional mitigation. But if it doesn't widen them, the impacts and problems as noted remain unaddressed and unmitigated. The DEIR may not simply respond to the Culver City comment and specify the width of the sidewalk, without addressing concerns and recirculating the DEIR for public review and comment.

The inadequate sidewalk width issue raised by Culver City is also renewed by the new information about the proposed two illuminated motion billboard signs proposed on both South Prairie St. and on Century Blvd. – exactly where the problem was identified by Culver City. See Sec. VII.A, infra (piecemealing of Billboard Project from IBEC Project and this firm's objection letter to the Billboard Project MND, April 14, 2020, incorporated herein by reference.) Tellingly, the DEIR misrepresents the specifications of the billboard signs at those locations and does not state that they are motion signs. The Billboard Project MND failed to disclose the IBEC Project, or its obvious connection to the IBEC Project, and that it is apparently proposed on the 5-foot-wide sidewalk itself.

- "*Chapter 3.14 page 50. Bicycle Network.* The project should also consider adding bike lanes on South Prairie Avenue and West Century Boulevard. E-scooters could also use the bike lanes as well. Creating a safer environment for bikes and e-scooters could provide first/last mile travel options for people traveling to/from the arena." (Id. p. 1 [Culver City comment, April 1, 2020].)

On the other hand, the comment's recommendation of adding bike lanes, if followed, would require either eliminating one lane or curbside parking (and creating more traffic) or significantly altering the Project, each requiring mitigation and renewed review. Also, should the Project indeed add bike lanes, the DEIR must specify that information, City/Applicant must consult with various responsible agencies (including Metro, LADOT, CALTRANS, and LA Public Works) and address the associated impacts.

In sum, the comments by multiple public agencies disclose unidentified and unresolved issues, which CEQA requires the EIR to consider, mitigate and prevent to the extent feasible. The FEIR brushes these concerns aside and does not engage in a good faith effort at responding, much less at full disclosure. This is particularly troubling as a key purpose of receiving comments from other agencies is to engage in an open, iterative process that benefits from those other agencies' particular areas of expertise. As such, the DEIR and FEIR are faulty, may not be legally certified without supplementing the missing information and analysis, and recirculating the DEIR for renewed comment.

VII. THE CITY HAS PIECEMEALED THE PROJECT IN VIOLATION OF CEQA AND STATE PLANNING AND ZONING LAWS IN SEPARATELY ADOPTING PIECEMEALED PROJECT COMPONENTS.

This section is based on *new information* released by the City after March 24, 2020. Pub. Res. Code §§ 21189.55(d)(2) and (5).

The City and the Applicant have engaged in blatant piecemealing of the IBEC Project, several examples of which came to light only after the close of the public comment period on the Project DEIR. As revealed to date, the Project piecemealed at a minimum five Project components: (1) the Billboard Project by WOW Media to install two motion illuminated billboard signs; (2) Hotel Project; (3) General Plan amendment of the Land Use Element; (4) General Plan amendment of the Circulation Element; and (5) General Plan amendment/adoption of Environmental Justice (EJ) Element. This list is not a complete list of piecemealing actions, but only reflects the information disclosed by the City to date, *after* March 24, 2020, and discovered by us.

A. Illegal Piecemealing of the Billboard Project.

For violations of CEQA with respect to the Billboard Project piecemealed from the IBEC Project, we incorporate by reference our objection letter sent to the City on April 14, 2020. (**Exh. 38** [TSLF Objections to MND for the Billboard Project, April 14, 2020].)

The City's responses to and denials of our piecemealing objections, as expressed in the staff report, are unsupported. The billboard signs are proposed to be placed on property apparently soon to be owned or controlled by Murphy's Bowl, pursuant to the draft Disposition and Development Agreement. (**Exh. 39** at p. 21 [Disposition and Development Agreements].)

B. Piecemealing of the Hotel Project.

The EIR references the construction of a hotel at the east side of the Project, but does not disclose details about it, such as the number of stories or parking spaces, setbacks, or height of the building. The DEIR only mentions an approximate number of rooms. For example, the DEIR does not mention whether the hotel will have any accessory uses, such as restaurants or bars, whether those will be allowed to serve alcohol or will be open to the general public. Answers to this missing information in the DEIR would better illuminate the Project's total impacts and would enable analysis and mitigation of those potential impacts. At a minimum, the DEIR fails as an informational document because of the lack of an accurate project description.

The March 31, 2020 Draft Disposition and Development Agreement prepared by the Applicant, Murphy's Bowl, discloses that the hotel will be developed by a different developer who will be responsible for obtaining entitlements for it.[32] The segmentation of the hotel from the whole of the action contemplated by the Project is piecemealing prohibited by CEQA and effectively curtailed CEQA review of the Project's overall impacts, along with those of the hotel, in the IBEC DEIR.

C. Piecemealing of the Inglewood Transit Connector Project.

The Project does not note that it is part of the Inglewood Transit Connector Project. However, the administrative record, including the AB-987 documents, show that the Project has two parts: the Arena site and a "transportation" component. Pub. Res. Code § 21168.6.8 (a)(6).

In the meantime, the Inglewood Transit Connector Project, which was officially initiated at the same time as the IBEC Project (Initial Study, July 2018),[33] is relied upon in the DEIR as a mitigation measure of traffic impacts, connecting the Project site to Metro's Crenshaw Line and originating exactly across from the Project site at the intersection of Century Blvd. and Prairie St.

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32 See at p. 37 of http://ibecproject.com/IBECEIR_030287.pdf

33 See https://www.cityofinglewood.org/DocumentCenter/View/11934/Initial-Study

The Inglewood Transit Connector Project has not advanced beyond the initial study at this time of the proposed approvals of the Project and certification of the Project EIR, which relies on it. Thus, the Project relies on another project as a mitigation measure, which did not have its own environmental review completed and which impacts are not included in the Project DEIR as either part of the IBEC Project itself, or at a minimum, a related project needed to be included in the IBEC Project DEIR for, *inter alia*, cumulative impacts purposes. These omissions are a further fatal flaw.

D. Piecemealing of Public Works Improvements on Arterial Roads, Adding Lanes, and Enhancing the Capacity for Traffic Increase.

As evidenced by photos taken by our client and incorporated into our objections to the Billboard Project and its MND, the arterial streets around the Project site have been undergoing extensive road improvement work. We requested records on the road improvements from the Public Works Department on April 9, 2020; however, the City failed to respond to our requests. We reserve the right to request augmentation of the record with such evidence. Still, in light of the available evidence and on information and belief, it appears that the City's road improvement project was also part of the Project here and intended to enlarge the streets, add lanes, provide electrical circuits for the billboard signs, all as part of and in furtherance of the Project.[34]

E. Piecemealing and Piecemeal Approval of the General Plan Amendments.

We incorporate by reference our April 13, May 26, and June 9, 2020 objection letters. (**Exh. 40** [Objection letters to GP Amendments].)

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[34] As noted above in Sec. VI.D, supra, the City has also planned and is separately implementing extensive amendments to parking regulations as part of the IBEC Project, whereby all residential streets in the City will become part of a parking district and will have only a limited number of cars allowed per unit, while IBEC may seek parking outside of its Project area. These extensive and drastic amendments to parking regulations – to the detriment of the residents of the City and for the benefit of the IBEC Project – are also an example of the IBEC EIR's piecemealing in violation of CEQA. Further, the City's changes to the parking regulations implicitly counters the IBEC Project's assumptions and claims of reduced traffic for IBEC Project events.

In addition to the violations listed in prior letters as to the City's illegal adoption of these General Plan amendments, the City's IBEC Project and EIR violated CEQA and the State Planning and Zoning Laws as follows:

1. The Circulation Element Amendment in the DEIR Violates State Planning and Zoning Laws.

Even though the IBEC DEIR includes amendments to the Circulation Element, it does not serve the purpose of the correlation requirement in Govt. Code § 65302. The correlation requirement is to ensure that the City does not make significant land use amendments without resolving the infrastructure needs and traffic circulation issues to support them. Here, the IBEC Project – with anticipated 18,000-20,000 visitors for just the events, as well as numerous visitors to the Project's other amenities, such as the hotel, bars, restaurants, retail, and medical center – contemplates a dramatic influx of visitors to Inglewood, and to the area already impacted (to be impacted) by two other major arenas. The Circulation Element therefore was to *create* infrastructure to support such pedestrian and traffic influx.

However, the DEIR does not specify any change to the Circulation Element in Section 2.6 of the DEIR, and the only change suggested by the Applicant in its draft General Plan Amendments is striking out the designation of 102nd street as a collector street. Thus, the proposed changes are not to *create* the infrastructure to *support* the anticipated pedestrian and traffic circulation but rather to *remove* such infrastructure. By definition, collector streets in Inglewood's Circulation Element are to "collect" or link traffic from the small streets to the arterial streets. The Project proposes to remove this collector. This late-disclosed change is in addition to the fact that the Project also intends to vacate portions of both 101st and 102nd streets as well as to allow encroachments by the Project onto the public rights of way. Finally, based on the DEIR's unspecified and the Applicant's recently proposed overlay zone details, the Arena is proposed with absolutely no front, rear, or side yard setbacks and will therefore not allow for widening of any portion of the adjacent streets.

The amendments to the Circulation Element are a violation of the General Plan's internal consistency and the correlation requirement.

2. The IBEC DEIR Violates CEQA Because of the *Incomplete* General Plan Consistency Analysis in View of the Missing EJ Element.

CEQA requires any project EIR to analyze the consistency of such project with the General Plan. Guidelines § 15125(d); see also Families Unafraid to Uphold Rural El Dorado County v. El Dorado County Bd. of Sup'rs (1998) 62 Cal.App.4th 1332, 1336 "Because an EIR must analyze inconsistencies with the general plan (14 Cal. Code Regs § 15125(d)), deficiencies in the plan may affect the legal adequacy of the EIR. If the general plan does not meet state standards, an EIR analysis based on the plan may also be defective. For example, in Guardians of Turlock's Integrity v. Turlock City Council (1983) 149 Cal.3d 584, 593, the general plan did not contain a noise element; thus "a necessary foundation" to acceptable analysis in the EIR was missing." 2 Kostka & Zischke, Practice Under the Cal. Environmental Quality Act, § 20.3, p. 20-9; see also Friends of "B" Street v. City of Hayward (1980) 106 Cal.App.3d 988, 998-999.

The City's piecemealing of the EJ element from the IBEC DEIR has resulted in the missing mandatory EJ element and thereby an inadequate analysis of the IBEC Project's consistency with the General Plan in the DEIR.

Comments by others, such as the NRDC or members of the State Legislature, show that the Project is inconsistent with EJ principles as mandated by the Government Code, and therefore may not be adopted as the City proposes.

A land use decision (or zoning ordinance) must be deemed inconsistent with a general plan if it conflicts with a single, mandatory general plan policy or goal. Families Unafraid to Uphold Rural El Dorado County v. El Dorado County Bd. of Supervisors (1998) 62 Cal.App.4th 1332, 1341. A local land use decision that is inconsistent with the applicable general plan is invalid when passed, i.e., *void ab initio*. Lesher Communications. Inc. v. City of Walnut Creek (1990) 52 Cal.3d 531, 540. Despite the questionable policies in the newly adopted EJ Element, the IBEC Project is inconsistent with the Element's goal – per state mandate – to ensure the health of the population.

The City's approach and piecemealing has made the "process exactly backward and allows the lead agency to travel the legally impermissible easy road to CEQA compliance." Berkeley Keep Jets Over the Bay Committee v. Board of Port Com'rs (2001) 91 Cal.App.4th 1344, 1371.

Despite the City and Applicant's throwing caution to the wind in rushing to approve the FEIR and Project, the IBEC EIR may not be certified and the Project may not be approved without a complete EIR, which discloses all pieces of the Project in their full scope, and which provides for genuine, responsive, informed and meaningful public participation in the drafting of the EIR and General Plan amendments. "[E]xpediency should play no part in an agency's efforts to comply with CEQA." San Franciscans for Reasonable Growth v. City and County of San Francisco (1984) 151 Cal.App.3d 61, 74-75.

VIII. THE EIR AND PROJECT VIOLATE CEQA'S PRECOMMITMENT PROHIBITION BY THE CITY'S SIGNING THE EXCLUSIVE NEGOTIATING AGREEMENT AND PRIOR VIOLATIONS OF THE BROWN ACT.

On March 24, 2020, on the last day of the inadequately noticed public comment period, the City Council violated the public trust yet again by convening behind closed doors and unanimously voting to settle four lawsuits, including one on CEQA and one on Brown Act violations.

We have requested that the City cure and correct the Brown Act violations committed on March 24, 2020, which would have resulted in the invalidation of the settlement agreement approval and any action taken by the City Council on March 24, 2020. The City denied any Brown Act violation occurred on March 24, 2020 and denied the existence of a settlement agreement in its letter *backdated* April 30, 2020, mailed out on May 4, 2020, without any emailed copy, as claimed on the letter. The City then sent us a supplemental letter on May 5, 2020, where it admitted that on March 24, 2020, the City Council indeed authorized the settlement agreement. The copy provided by the City bears no dates of execution of the agreement by any signatory, including by Mayor Butts. Most importantly, both responses from the City to our Cure and Correct occurred *after* May 4, 2020, when Murphy's Bowl successfully closed escrow transferring MSG Forum to Murphy's Bowl.

The City's settlement and disposal of CEQA and Brown Act lawsuits late on March 24, 2020 as to MSG/Forum, IRATE, and related persons is significant new information which was not and could not have been reasonably known during the public comment period.

We hereby incorporate by reference all the claims made by MSG, IRATE and related parties in all four lawsuits, including those of illegal precommitment in violation

of CEQA and Brown Act violations, and further incorporate by reference, and request that the City include in this administrative record, all administrative records and evidence submitted in all of those matters. (See collectively **Exh. 10** [operative petitions in the various cases, trial briefs, and Court of Appeal briefs, as applicable].)

IX. THE DEIR AND FEIR FAIL ADEQUATELY TO DISCUSS IMPACTS ON SCHOOLS, IN VIOLATION OF CEQA.

The Project's administrative record shows no consultation or communication occurred with Lennox Elementary School District, in violation of CEQA. Under Pub. Res. Code §15186(a), "CEQA establishes a special requirement for certain school projects, as well as certain projects near schools, to ensure that potential health impacts resulting from exposure to hazardous materials, wastes, and substances will be carefully examined and disclosed in a negative declaration or EIR, and that the lead agency will consult with other agencies in this regard."

Among other things, if the Project is within 1/4 mile of a school site, CEQA requires the lead agency not to certify an EIR unless the lead agency does both of the following: (1) **consult** with the affected school district regarding the potential impact of the project on the school; and (2) notify the affected school district or districts of the project, **in writing**, not less than 30 days prior to approval or certification of the EIR. Guidelines § 15186(b). Obviously, we could not have known that the City and the FEIR would not have complied with this requirement until after the March 24, 2020 close of the official public comment period.

The Applicant listed numerous schools located within 2 miles of the Project site, including several schools from the City of Lennox.[35] Yet the only school-related communications in the Project's administrative record are about the Inglewood School District's development fee nexus and calculations that the IBEC Project Applicant must pay to the Inglewood School District.[36],[37] Development fees, however, do not address the *air quality* or *traffic* mitigation issues the Project will cause to the surrounding schools, including to those of the Lennox School District.

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[35] See http://opr.ca.gov/ceqa/docs/ab900/20190124-AB900_IBEC_AB987_NOC_Form.pdf

[36] See http://ibecproject.com/PREDEIR_0000036.pdf

[37] See http://ibecproject.com/PREDEIR_0002337.pdf

Moreover, the IBEC Project is located within 0.2 miles of the Huerta Dolores Elementary School. (**Exh. 41** [Notice of AB 987 Certification Completion; Notice of EIR Completion, and Google Maps of Dolores Huerta Elementary School].)[38] The Elementary School is part of the *Lennox* Elementary School District, serving the needs of about 5,000 young students.[39] (**Exh. 42** [Lennox and Huerta web page].) As depicted in the DEIR, p. 3.2-99 (and shown in the figure below), the Project is also adjacent to an Early Childhood Education Facility. Instead of analyzing and discussing the health hazards of the Project's extensive demolition, construction and operational activities to the nearby school children, the EIR's discussion of health hazards is limited to a cursory discussion of cancer risks and a conclusory assertion that the risks are less than significant. (DEIR, pp. 3.2-98 – 3.2-102.) Procedurally and substantively, this is improper under CEQA.

The EIR does not explain or justify the analysis of risks and does not show how those risks disappear in a straight line just above the school. See the figure below from the IBEC DEIR, p. 3.2-99 (arrows pointing to the school/education center):

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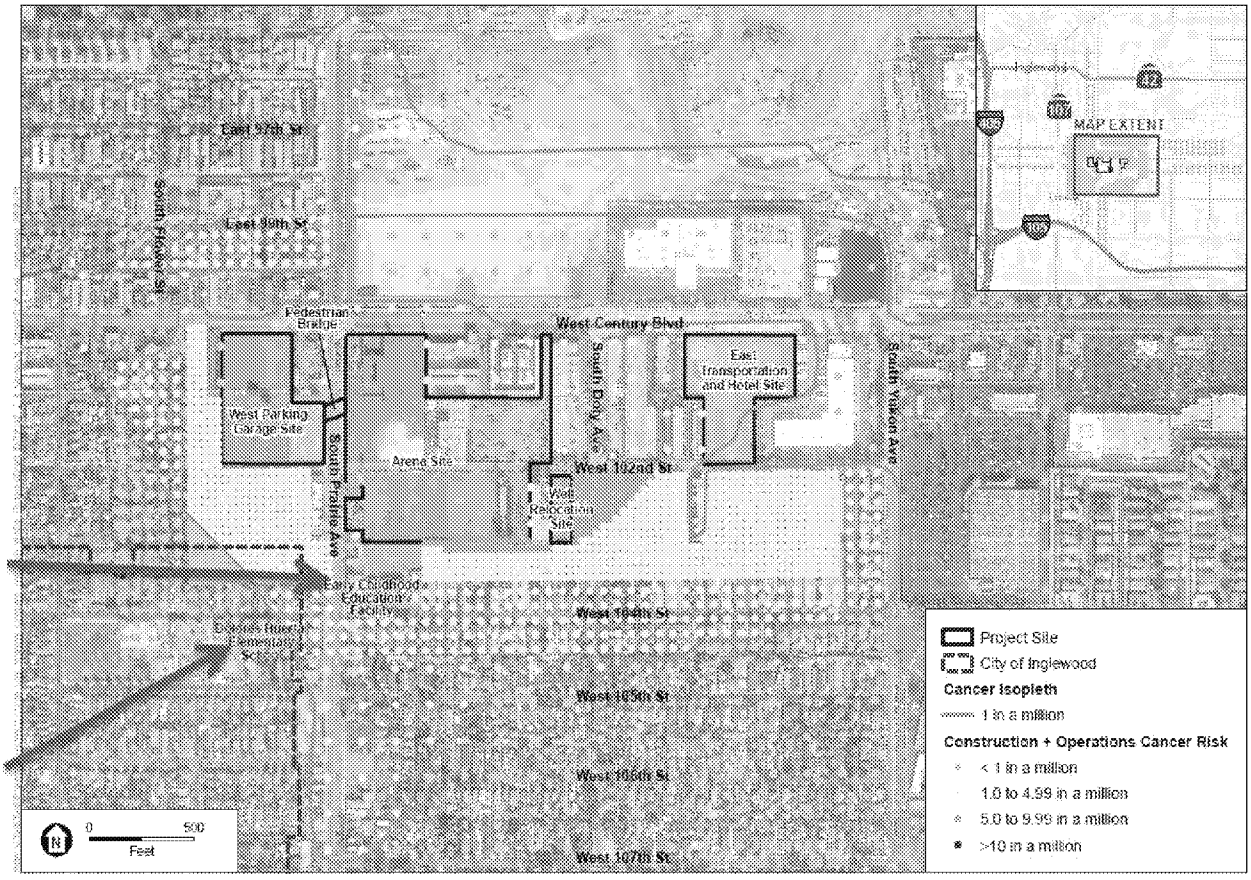
[38] The administrative record's document about schools completely omits the Huerta Dolores Elementary School from the list of schools within or adjacent to the Inglewood Unified School District. http://ibecproject.com/PREDEIR_027103.pdf

[39] See p. 5 of https://4.files.edl.io/a093/11/15/19/175500-608b5924-96d9-40ce-88db-b2f2b7da78f9.pdf



SOURCE: TerraServer, 2018; ESA, 2019.

Inglewood Basketball and Entertainment Center

Figure 3.2-4
Construction + Operations Cancer Risk

The DEIR and the FEIR do not identify, analyze, or mitigate the traffic impacts on the school and the road closures for purposes of Project construction and operation, the permanent road closure on W. 102nd Street, which will spill over traffic onto adjacent streets including W. 104th Street and thereby present additional health and safety hazards for children, as well as the air pollution associated with the dramatic increase in traffic and the massive construction planned in the area. These omissions are also unacceptable since, based on the Project's administrative record, the Project's development fees are calculated based on the needs of the Inglewood Unified School District[40] [41], leaving out

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40 See, e.g., http://ibecproject.com/PREDEIR_027103.pdf

41 Commercial development http://ibecproject.com/PREDEIR_0000036.pdf; Residential development http://ibecproject.com/PREDEIR_0002337.pdf

the impact of the Project on the Lennox Elementary School District, which will be heavily impacted.

Moreover, DTSC responses to our CPRA requests revealed that properties along 102nd Street "within the perimeter" of the Project have EPA records and our further investigation showed asbestos records at one of the problem sites. (**Exh. 43** [DTSC Response 1 re Sites; Google Map of all sites; and records of 3818 102nd St.].) Asbestos is known for its dangers effects, especially on children with developing lungs.[42] (**Exh. 44** [asbestos dangers to school children].) DTSC's subsequent responses revealed more sites with DTSC records. (**Exh. 45** [DTSC's Response 2 with list of problem addresses].) The DEIR and FEIR are silent on that information, including the hazards of demolition. The proximity of the sites identified by the DTSC to the elementary school and the Child Education Center makes the DEIR and FEIR's omissions fatal.

It is the City's duty to investigate the hazards at DTSC's listed addresses, to inform the public and decision makers about those in the EIR, to consult with the affected school district and education center, to address and mitigate the Project's impacts on school children, and now to recirculate a DEIR in full conformance with CEQA.

X. THE PROJECT CANNOT BE APPROVED DUE TO THE INADEQUACY AND UNENFORCEABILITY OF THE MITIGATION MONITORING PROGRAM.

The City's proposed Mitigation Monitoring and Reporting Program ("MMRP") is flawed and may not be approved. It focuses mainly on *temporary construction* impacts, requires only *noticing* to property owners, even though such notices do not mitigate any impact by themselves, and otherwise makes recommendations rather than provide any evidence that the Project's *long–term operational* impacts will indeed be mitigated. This critique by us applies to all sections in the MMRP and all mitigation measures.

The AR and the City's response to Caltrans' DEIR comments show that the Project Applicant agreed to pay Caltrans over $1.5 million dollars to reduce impacts on the state highway. The MMRP is silent on this arrangement but provides that the Project Applicant must work with Caltrans and the determination of whether such activities will even be feasible will be made *prior to* the issuance of the "certificate of occupancy"[43]:

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42 https://ehs.oregonstate.edu/asb-when

43 See p. 53 at http://ibecproject.com/IBECEIR_033034.pdf

> "Prior to issuance of a Certificate of Occupancy, Applicant shall work with the City of Inglewood and Caltrans to determine that offramp improvements are feasible and acceptable to Caltrans, and if feasible and acceptable, such improvements shall be completed or adequate security for the estimated amount to complete such improvements provided to the City of Inglewood in a form acceptable to the City." (MMRP at p. 53.)

The timing of determining the feasibility of mitigating the impact – prior to *issuance* of a *certificate* of occupancy, i.e., *after* the Project is fully developed – is a gross subversion of CEQA, including but not limited to CEQA requirements to provide enforceable mitigation measures *before* the Project approval, and not to defer mitigation.

The above example is only one of numerous instances of the MMRP's CEQA violations, warranting the rejection of the MMRP and FEIR as violating CEQA.

XI. THE STATEMENT OF OVERRIDING CONSIDERATIONS IS CONCLUSORY AND UNSUPPORTED BY EVIDENCE.

We object to each and every factual claim made in the Statement of Overriding Considerations ("SOC") as unsupported by substantial evidence. The "findings" are not supported by the data cited. Moreover, to the extent the findings rely on the EIR – which is flawed for all the reasons noted above, including but not limited to flawed or changed baseline assumptions, piecemealing, deferred and unenforceable mitigation – it is further unsupported by substantial evidence.

Further, to the extent that the EIR, the MMRP, and other Project entitlements are based upon *falsified, omitted,* or *concealed* data, such data cannot support findings of overriding considerations.

Beyond the inadequate "findings" the SOC renders the IBEC Project inconsistent with various elements of the General Plan, such as the General Plan's Land Use Element densities and designations,[44] Circulation Element, Safety Element, and in violation of the consistency requirement under the state Planning and Zoning Law.

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[44] We note that the Project had to show consistency with the General Plan applicable *at the time the* Project Application was deemed complete and the FEIR was prepared. We have further objected to the City's amendment to the Land Use Element, which rewrote the densities and intensities on June 9, 2020 – *a week before* the Planning

The SOC – in conclusory terms and completely disregarding the public comments of lack of any benefit of the Project to the Inglewood community which will be impacted – declares that the IBEC Project's benefits will outweigh the 41 adverse environmental impacts. CEQA requires providing evidence of such benefit as to each impact. The SOC does not do so. Also, because the Project and EIR suffer from a lack of the mandatory "accurate, stable and finite project description," it is impossible for the decision makers to properly balance and weigh the Project's purported benefits from its detriments when multiple significant Project elements remain unknown and undefined, with those future decisions to be made by the Planning Director out of the public eye, and without public and CEQA review at that time. This is a clear CEQA violation. Stopthemillenniumhollywood.com, supra, at p. 14

To approve a project with a significant impact, the agency is "required to make findings identifying (1) the "[s]pecific ... considerations" that "make infeasible" the environmentally superior alternatives and (2) the "specific ... benefits of the project [which] outweigh" the environmental harm. (Pub. Res. Code §§ 21002.1, subd. (b), 21081; Guidelines, § 15092, subd. (b).)" Preservation Action Council v. City of San Jose (2006) 141 Cal.App.4th 1336, 1352-1353. Such findings must be supported by substantial evidence and cannot be presumed by courts. Walnut Acres at 1312-1313; Guidelines § 15091(a)-(b). Such evidence must be supported by facts and cannot be an argument, assertion or clearly erroneous. Pub. Res. Code § 21082.2(c); Guidelines § 15384 (a)-(b). The SOC's failure is a CEQA violation separate from the EIR's other inadequacies. Guidelines § 15093(b)-(c) (SOC findings "shall be supported by substantial evidence"); Uphold Our Heritage v. Town of Woodside (2007) 147 Cal.App.4th 587, 603 (record does not support infeasibility finding). Moreover, such infeasibility must be *legal* (i.e., legal restraints), rather than *financial* (as in not financially profitable).

The City's findings of infeasibility to mitigate each and every one of the 41 adverse environmental impacts lack substantial evidence that it was infeasible to build a smaller Project or to develop the City's land with less intensive uses. The findings are also clearly erroneous, as they rely on the same illusory mitigation measures as in the EIR or in the latest MMRP.

Commission's scheduled June 17, 2020 hearing on the IBEC Project – under the guise of merely "clarifications." We incorporate by reference all of our objections to the City's eleventh-hour rewriting of the General Plan's Land Use Element to allegedly make it consistent with the IBEC Project. Again the tail wags the dog.

The true nature and scope of the Project, and its alleged benefits, cannot be determined based on the faulty DEIR and FEIR, and thus the necessary balancing of competing issues required to lawfully support an SOC cannot be found. An SOC cannot properly be adopted, and should be rejected, along with the entirety of the Project and the proposed FEIR. In the words of the Court:

> "The EIR is intended to furnish both the road map and the environmental price tag for a project, so that the decision maker and the public both know, before the journey begins, just where the journey will lead, and how much they – and the environment – will have to give up in order to take that journey. As our Supreme Court said in Bozung v. Local Agency Formation Com. (1975) 13 Cal.3d 263, 283 [118 Cal.Rptr. 249, 529 P.2d 1017], '[t]he purpose of CEQA is not to generate paper, but to compel government at all levels to make decisions with environmental consequences in mind.'" Natural Resources Defense Council, Inc. v. City of Los Angeles (2002) 103 Cal.App.4th 268, 271-272.

XII. THE PROJECT IS ILLEGAL DUE TO ITS FAILURE TO SUBSTANTIATE THE NEED FOR SPECIFIC PLAN AMENDMENTS AND DISCRIMINATORY SPOT ZONING.

The Project includes Specific Plan amendments and the following action:

> "Approval of a Specific Plan Amendment to the Inglewood International Business Park Specific Plan **to exclude properties** within the Project Site from the Specific Plan Area." (DEIR, p. 2-89.)

The proposed "exclusion" is improper as it constitutes: (A) an unsupported variance; and (B) discriminatory spot zoning.

A. The Specific Plan Amendment Amounts to a Variance Without Required Grounds to Justify It.

The DEIR and FEIR do not specify why exactly the sites must be excluded or why the Project will be inconsistent with the Specific Plan, short of mentioning wider setback requirements under the Specific Plan, i.e., 25-foot setbacks along South Prairie and 15-foot setbacks along West 102nd street and the need to "remove" portions of the IBEC

Project from the Specific Plan, allegedly to ensure consistency with both the Specific and General Plans. (DEIR, p. 3.1-13, pdf p. 263.)

The DEIR description, along with the fact that the Specific Plan amendment seeks to "remove the portions of the Project site" from the Specific Plan to obtain consistency with the General Plan, shows that the "Specific Plan amendment" is in reality a misnomer. In essence, the City is trying to de facto "exempt" the Project lots from certain Specific Plan requirements. This is also evidenced by the fact that on May 4, 2020, long after release of the Project DEIR on December 27, 2019, the Project Applicant presented its own draft of the Specific Plan amendments, which stated: "By doing so the City intends, as provided below, that if developed in connection with the IBEC Project the lBEC Project Related Parcels shall be excluded from the HBP Specific Plan, but otherwise the provisions of the HBP Specific Plan shall apply."[45] (**Exh. 46** [Applicant's Draft of Specific Plan Amendments].) As such, what is proposed is not a Specific Plan Amendment but rather a *variance* for the Project sites only. In any event, whether denominated a specific plan amendment or a variance, this entitlement triggers various required findings, including a necessary finding of "unnecessary hardship."

"Unnecessary hardship" is a term of art generally used in the context of evaluating a zoning variance. For example, under the Los Angeles Municipal Code, no variance may be granted unless "'the strict application of the provisions of the zoning ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purposes and intent of the zoning regulations.'" (West Chandler Boulevard Neighborhood Assn. v. City of Los Angeles (2011) 198 Cal.App.4th 1506, 1514, fn. 4, 130 Cal.Rptr.3d 360.) Although the test includes both "practical difficulties" and "unnecessary hardships," the focus should be on "unnecessary hardships" and not "practical difficulties," which is a lesser standard. (Stolman v. City of Los Angeles (2003) 114 Cal.App.4th 916, 925, 8 Cal.Rptr.3d 178; Zakessian v. City of Sausalito

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[45] See the Applicant's draft at http://ibecproject.com/IBECEIR_031887.pdf The Applicant's draft also shows that the Specific Plan Amendment is expressly dependent on the concurrent amendment of the General Plan. This is to ensure that the Specific Plan Amendment is consistent with the General Plan. However, such an arrangement of amending the General Plan to find consistency of it with the subsequent Specific Plan Amendment violates the state planning and zoning laws requiring the *action's* consistency *with* the General Plan, not the opposite. "The tail does not wag the dog. The general plan is the charter to which the ordinance must conform." Napa Citizens for Honest Government v. Napa County Bd. of Supervisors (2001) 91 Cal.App.4th 342, 389.

(1972) 28 Cal.App.3d 794, 799, 105 Cal.Rptr. 105.)" Walnut Acres Neighborhood Assn. v. City of Los Angeles (2015) 235 Cal.App.4th 1303, 1305

> "Although the developer argued the unnecessary hardship was based on its purported lost "economy of scale," no evidence supported that claim. The record contained no evidence that following the zoning regulations and building a less dense facility would cause either financial hardship or unnecessary hardship. We therefore affirm the trial court's judgment requiring the City to rescind its approval of the proposed eldercare facility." Walnut Acres Neighborhood Assn. v. City of Los Angeles (2015) 235 Cal.App.4th 1303, 1306.

Similarly, the Inglewood Municipal Code § 12-97.1 sets out four (4) grounds that must be met to approve a variance:

> "Before any variance may be granted, findings establishing the factual existence of each of the following grounds must be made:
>
> (1) That there are **exceptional** or **extraordinary circumstances** or conditions applicable to the property involved, including, but not limited to, size, shape, topography or surroundings, that do not apply generally to other property or uses in the same zone and vicinity; and
>
> (2) That the strict application of the zoning provisions of this Chapter would result in **practical difficulties** or **unnecessary hardships** inconsistent with the general purpose and intent thereof (the **costs** of providing required improvements or of correcting violations **shall not** constitute such hardship); and
>
> (3) That the granting of such variance will not be materially detrimental to the public health, welfare or safety or injurious to the property or improvements in such zone and vicinity in which the property of the applicant is located; and
>
> (4) That the granting of such variance will not conflict with the provisions of the comprehensive general plan." (**Exh. 47** [Inglewood Municipal Code § 12-97]; emph. added.)

The IBEC DEIR lacks any analysis or any findings to establish the variance grounds listed above.

Moreover, the EIR lacks information about how the Project is inconsistent with its encompassing Specific Plan or the larger General Plan. This missing information is fatal for the FEIR certification for the following reasons:

1) The noted 25- and 15-feet setbacks under the Specific Plan are required to provide for open space and to allow for future street widening. The narrow setbacks left by the Project will significantly limit the City's options.

2) The EIR provides no good faith disclosure and no baseline of what is appropriate under the Specific Plan and General Plan and therefore provide no possibility for the public to identify the extent of proposed changes and associated impacts.

The EIR and proposed Project approvals not only lack information about how the Project is inconsistent with the Specific Plan, but also misses the important findings necessary to approve the Specific Plan amendment under state law.

> "The planning commission's summary of 'factual data'—its apparent 'findings'—does not include facts sufficient to satisfy the variance requirements of Government Code section 65906.
>
> "As we have mentioned, at least two sets of legislative criteria appear applicable to the variance awarded: Government Code section 65906 and Los Angeles County Zoning Ordinance No. 1494, section 522. The variance can be sustained only if All applicable legislative requirements have been satisfied. Since we conclude that the requirements of section 65906 have not been met, the question whether the variance conforms with the criteria set forth in Los Angeles County Zoning Ordinance No. 1494, section 522 becomes immaterial." Topanga Assn. for a Scenic Community v. County of Los Angeles (1974) 11 Cal.3d 506, 518.

The DEIR must be supplemented with information about the inconsistency of the Specific and General Plans along with analysis of the proposed changes, and recirculated.

The City may not approve the changes to the Specific Plan or remove the Project sites from it without the findings required by the Inglewood Municipal Code. Doing so would be a violation of the Inglewood Municipal Code, State Planning and Zoning Law, and CEQA.

B. <u>The Specific Plan Amendment Results in Discriminatory Spot Zoning.</u>

The Project's Specific Plan amendment removing the Project sites from the Specific Plan and essentially exempting just the Project site lots from the Specific Plan requirements creates impermissible spot zoning without any justifiable public interest or benefit for the *Inglewood* community. Stated otherwise, even though the City of Inglewood through the Project will attract numerous people from *other* places for games and events and will become an entertainment center for *visitors,* the Project will bring no actual interest or benefit to Inglewood's disadvantaged community but only the brunt of the Project's 41 adverse environmental impacts.

The lack of public benefit or interest is particularly the case here, as the Specific Plan requires 25-foot setbacks on South Prairie St. and 15-foot setbacks on 102nd Street and where the Project significantly reduces the setbacks on South Prairie and vacates the portion of 102nd street around the Project area:

> "South Prairie Avenue – In the vicinity of the project, the street has continuous sidewalks with widths varying from about 5 to 13 feet. Sidewalks **immediately adjacent** to the **Project Site** are **less than 5 feet**, and adjacent to an 8-foot landscaped area that also contains signage and utilities. Striped crosswalks are provided at signalized intersections, and most curb ramps do not have truncated domes.
>
> "West 102nd Street – Sidewalks on West 102nd Street near the Project Site range from 5 to 7 feet. Signage and utilities **obstruct the pedestrian path** of travel in **several locations**." (DEIR, p. 3.14-50, pdf p. 1134, emph. added.)

The *sidewalk* being the public right of way is *distinct* from *setbacks* that the Applicant itself must provide on the private property; therefore, the setbacks that the Project must provide should not count the 5-foot or less sidewalk towards its own setbacks. The setback reductions – and essentially the violations of the Specific Plan – are contrary to the public benefit for both the visitors of the Project and the residents of the Project's surrounding area.

The California Constitution, Article 1, Section 7(b) provides: "A citizen or class of citizens may not be granted privileges or immunities not granted on the same terms to all citizens." Under this provision, a "privilege" includes "a particular and peculiar benefit or advantage enjoyed by a person, company, or class beyond the common advantage of other citizens." Diagh v. Schaffer (1937) 23 Cal.App.2d 449, 454-455, unrelated language clarified in Johnson v. Superior Court (1958) 50 Cal.2d 693, 699. The case of Foothill Communities Coalition v. County of Orange (2014) 222 Cal.App.4th 1302, 1313 (Foothill) holds that to create a privileged "island of property with less restrictive zoning in the middle of properties with more restrictive zoning is spot zoning." Such discriminatory zoning can only be justified by a "*substantial* public need." Foothill, 222 Cal.App.4th at 1314 (emphasis added).

Without citing to *any* "public need" and in defiance thereof, the Project proposes significant changes and amendments to benefit the *private needs* of the IBEC Project's Applicant. The City has not made findings of substantial public need, nor can it do so with the controversial Project objected to by many in Inglewood, by interested groups, and even legislators. (**Exh. 11** [AB-987 comments].)

Where there is discrimination, where the classification and resulting benefits given to the privileged "island" are not related to particular characteristics of the site that are not shared by the surrounding land, then a higher standard of review is applied, as in Foothill. Because it involves discrimination, spot zoning "entails a 'more rigorous form of judicial review.'" Avenida San Juan Partnership v. City of San Clemente (2011) 201 Cal.App.4th 1256, 1268, quoting Ehrlich v. City of Culver City (1996)12 Cal.4th 854, 900 (Mosk, J., conc.) While Ehrlich involved restrictive spot zoning, the principle should apply equally to preferential spot zoning, which is, in essence, discrimination against like-situated properties.

For these additional reasons, the Specific Plan amendments should not be approved.

XIII. THE PROJECT VIOLATES THE SUBDIVISION MAP ACT.

The Project's proposed actions for approval include:

> "• Approval of subdivision map(s) or lot line adjustments to consolidate properties and/or adjust property boundaries within the Project Site." (DEIR, p. 2-89.)

In fact, the Project will need to consolidate numerous lots and *vacate* portions of City streets at W. 101st and W. 102nd Street and encroach on public right of way. The requested approvals also include:

> "• Approval of the vacation of portions of West 101st Street and West 102nd Street, and adoption of findings in connection with that approval.
>
> • Approval of right-of-way to encroach on City streets." (DEIR, p. 2-89, emph. added.)

The Project's proposed subdivision/tentative tract map(s) should not be approved because it violates the Subdivision Map Act, Govt. Code §§ 66410 et seq.

Pursuant to Govt. Code § 66473.5:

> "No local agency shall approve a tentative map, or a parcel map for which a tentative map was not required, unless the legislative body finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan required by Article 5 (commencing with Section 65300) of Chapter 3 of Division 1, or any specific plan adopted pursuant to Article 8 (commencing with Section 65450) of Chapter 3 of Division 1.
>
> "A proposed subdivision shall be consistent with a general plan or a specific plan only if the local agency has officially adopted such a plan and the proposed subdivision or land use is compatible with the objectives, policies, general land uses, and programs specified in such a plan." (Id.)

In addition, Govt. Code § 66474 mandates that the agency make specific findings, prior to the approval of a tentative map or parcel map:

> "A legislative body of a city or county **shall deny** approval of a tentative map, or a parcel map for which a tentative map was not required, if it makes any of the following findings:
>
> (a) That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.

(b) That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.

(c) That the site is not physically suitable for the type of development.

(d) That the site is not physically suitable for the proposed density of development.

(e) That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

(f) That the design of the subdivision or type of improvements is likely to cause serious public health problems.

(g) That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. In this connection, the governing body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is hereby granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision." (Id.; emph. added.)

Because of its 41 non-mitigated significant adverse environmental impacts – including but not limited to the impacts on traffic and pedestrian circulation, open space, displacement of numerous residential and commercial structures (including through the alleged right to use eminent domain), air quality and greenhouse gas emissions[46]

[46] We also direct your attention to the June 12, 2020 decision of the California Court of Appeal in Golden Door Properties v. County of San Diego (2020 WL 3119041). This

associated with both the Project construction and its operation – the Project presents a serious public hazard and substantial environmental damage to the Inglewood community and to nearby schools and school children.

Moreover, Subdivision Map approval is subject to CEQA, and we incorporate our CEQA challenges by reference for purposes of the Subdivision Map Act and all other land use applications and potential approvals.

The DEIR admits that the Project is inconsistent with the Specific Plan and seeks to amend it, in order to avoid such inconsistency. See supra. The DEIR also admits that the Project is inconsistent with the General Plan and therefore improperly seeks amendments thereto. Id. See also supra (General Plan Amendments and Piecemealing).

The Project – with its planned development, its proximity to other similar arenas, and its adverse impacts on and/or displacement of numerous commercial and residential properties involved[47] – is not physically suitable or consistent with the intensity of development for the area. The Project's inconsistency with the area where it is proposed is also evidenced by the City's piecemealing efforts to increase the building intensity and density in the General Plan, in large part to benefit the Project. See Sec. VII.E, supra (General Plan Amendments). Friends of "B" Street v. City of Hayward (1980) 106

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case also requires the City to deny certification of the FEIR and, instead, to amend and recirculate a new DEIR for public and agency review. Among other things, and applicable to the inadequate and illegal EIR herein, the Golden Door opinion eviscerates the validity of a GHG mitigation measure that depends on obtaining offsets from a registry registered with CARB. The Court in detail explained why such offsets are not as effective as compliance-grade offsets used in the cap-and-trade program. The Project and its EIR and MMRP's commission of these same errors is improper and incurable without recirculation of a new DEIR. The opinion also has a helpful summary of the law on cumulative impacts, alternatives, and deferred mitigation, especially why deferred mitigation (of GHG mitigation measures) without clear standards and performance criteria is impermissible. Again, the Project EIR and MMRP fail as to these critical issues. Finally, the opinion upheld the trial court's requirement for an environmental justice ("EJ") analysis as part of CEQA. The EJ "analysis" in the Project EIR is at best tissue thin, and as discussed above, actually fails to properly disclose, assess and mitigate impacts from the City's concurrent proposed EJ General Plan Amendment, which has been egregiously piecemealed out of the instant EIR.

[47] See **Exh. 10,** Case No.: BS170333 (IRATE FAP, Exhibit E).

Cal.App.3d 988, 998 ("Such consistency is expressly required by Government Code section 66473.5").

Section 6 of the proposed Ordinance violates the Subdivision Map Act as it purports to allow unlimited ministerial lot line adjustments, involving five or more contiguous parcels, with one adjustment starting before another adjustment has been finalized with a recorded deed, and without specific approval of the local agency. The Subdivision Map Act excepts lot line adjustments only in compliance with Government Code Section 66412(d). Section 6 of the Ordinance conflicts with the scope of exception for lot line adjustments and is preempted by the Subdivision Map Act. Lot line adjustments granted pursuant to Section 6 of the Ordinance, therefore, would be illegal.

Finally, because many of the Project properties are former Inglewood Redevelopment Agency properties and/or Successor Agency properties, any lot line adjustments would have to be approved by the State Department of Finance or Real Estate. The City cannot assume either the granting, or the timing for granting, of such approvals by the DOF. If the City attempts to avoid this oversight requirement, this will subject the City and the Project to further legal challenge.

We hereby request notice of any and all applications for lot line adjustments for or in connection with the Project.

The Project and its Tentative/Parcel Map must be denied for violation of the Subdivision Map Act.

XIV. VIOLATION OF THE PROVISIONS UNDER SURPLUS LAND LAWS.

The Project approvals listed in the Notice of Preparation include DEIR Section 2.6, which states:

> "• Approval of a Disposition and Development Agreement (DDA) by the City of Inglewood governing terms of disposition and development of property." DEIR, p. 2-89.)

The Project is proposed in most part (23 acres out of 28) on public land. The Project has been challenged and the City (its various departments and related agencies) and the Project Applicant were sued for violation of applicable laws governing the disposition of surplus land. (**Exh. 10** [MSG pleadings related to surplus land].) The City's arguments in court to counter petitioner's claims that the lots could not be offered

for residential affordable housing purposes first because of the FAA regulations and noise. However, the Project does include a residential structure – a hotel, another 14-story hotel is proposed in close proximity and across from the Project as part of the Hollywood Park Redevelopment Project, and the latest draft of the Disposition and Development Agreement includes a provision that the FAA restrictions should not bar the development of the Project as outlined in the DDA (i.e., including the hotel).

In view of this conflicting new and different evidence, not before the Court at the time, we reinstate the claims and allegations in the respective pleadings by MSG Forum. (See **Exh. 10** [collective pleadings].)

XV. THE DISPOSITION AND DEVELOPMENT AGREEMENT IS BASED ON FRAUD AND IS *VOID AB INITIO.*

As the law prescribes and the Supreme Court has held since the founding of this state: "Fraud vitiates all transactions into which it enters." 34A Cal. Jur. 3d Fraud and Deceit § 4, Simmons v. Ratterree Land Co. (1932) 217 Cal. 201, 203-204.

Ample evidence exists – including evidence brought before the Court and found valid by the Court – that the Project itself commenced based upon fraudulent representations and concealment by the City and particularly by Mayor Butts as to what would be proposed on the lots the City purchased with the FAA grant. Specifically, Mayor Butts misrepresented to MSG Forum – and to the public – that the area would be used to build a technical or industrial park. (**Exh. 26** [fraud case against the City and Mayor Butts].)

There is also evidence that the area, much of which is vacant and proposed to be used for the Project, was previously home to numerous apartment buildings, whose tenants were relocated and their residences demolished. The City has been setting the stage up for the Clippers Project long before the community became aware of it. Hundreds of people were relocated because of the allegedly objectionable air plane noise, whereas the Clippers arena will bring in numerous people and even hotel guests despite those objections.

Tellingly, the latest draft of the Disposition and Development agreement[48] provides that the parcels that the City had previously acquired with the FAA grant and are therefore subject to developmental restrictions will be conveyed to the Project

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[48] See at http://ibecproject.com/IBECEIR_032579.pdf

Applicant with those same restrictions. However, the agreement then undermines this by providing: "However, **no** such covenants, conditions, **restrictions** or equitable servitudes **shall prohibit** or limit the development of the Project Site as permitted by the Scope of Development and this Agreement." (Disp. Agreement, Section E [283]; emph added.)

Also, due to the above-quoted carve-out related to the encumbrances and more specifically FAA restrictions, the City's justification that the Project site is not suitable for residential structures because of the FAA grant[49] conflicts with the IBEC Project's proposed hotel – a residential structure (**Exh. 48** [Inglewood Municipal Code § 8-121]), about which no specific information is provided in the EIR. This City justification – which helped the City counter claims of violation of the surplus land laws – is also sophistry in view of the City's approval of a 14-story hotel in the vicinity of the Project as part of the Hollywood Park Redevelopment Project.[50]

Finally, the DDA is illegal and fraudulent because it sets the stage for eminent domain action by the City to condemn private properties – all financed by the Project Applicant and for the latter's *private* purposes. The DDA further provides that – after eminent domain is exercised – all the properties taken by eminent domain will be conveyed to the Project Applicant. This is a naked abuse of the power of eminent domain (which power cannot be lawfully exercised here). The alleged public purpose for the City's intended use of eminent domain is pretextual and a transparent prevarication.[51]

Development of the Project and similar stadiums also increases nearby properties' rents and real property values. We believe that evidence that certain City officials (and decision makers), or those related to them such as family members, have been purchasing properties and expect a prospective economic advantage from approval of the Project. This situation can qualifies as a "bribe," and constitute a further basis for challenging any ostensible right to take.

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[49] See FAA Grant Agreement at http://ibecproject.com/IBECEIR_031082.pdf

[50] See pdf pp. 12 and 15 at https://www.cityofinglewood.org/DocumentCenter/View/108/II-Project-Description-PDF

[51] We have previously objected to the City's stated intended use of eminent domain to take private properties for the benefit of Murphy's Bowl and the Project, particularly our client's property at 10212 South Prairie Ave. We expressly reserve all objections thereto, which will be more fully raised if/when the City proceeds to a resolution of necessity hearing. (See, e.g., **Exh. 49** [April 23, 2020 letter].)

Fraud vitiates any transaction and any potential approval of the DDA is therefore *void ab initio*. The City's approval of the DDA will also lead to the violation of our client's civil rights, and the civil rights of similarly situated property and business owners.

Finally, the DDA should not be approved as it is tainted and illegal due to the City's precommitment to the Project through its ENAs in violation of CEQA, the City's flawed CEQA findings, as well as the City's sanctioning of the illegal *rewriting* of the City's General Plan, Specific Plan, and the overlay zone to accommodate the Project.

XVI. CONCLUSION.

For all of the foregoing reasons, the FEIR must be rejected, the Project applications and entitlements denied, and a new and legally compliant DEIR circulated prior to any further consideration of the Project.

Very truly yours,

/s/ Robert P. Silverstein

ROBERT P. SILVERSTEIN
FOR
THE SILVERSTEIN LAW FIRM, APC

RPS:vl
Encls.

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 1

From: Veronica Lebron

To: mwilcox@cityofinglewood.org ; yhorton@cityofinglewood.org; latwell@cityofinglewood.org

CC: Robert Silverstein; Naira Soghbatyan; Esther Kornfeld

Date: 4/22/2020 5:17 PM

Subject: California Public Records Act Request | IBEC Project SCH 2018021056; Billboard Project Case No. EA-MND-2019-102

Dear Public Works Officials:

This is a public records request made pursuant to Government Code § 6250, et seq.

Please provide the following documents:

1) All documents and communications - from January 1, 2020 through the date of your compliance with this request - which relate or refer to the public works, construction, or improvements on **S. Prairie St., between 10200-10212 S. Prairie St.** or within 300 feet of same in each direction, including but not limited to the purpose of these ongoing improvements and or construction, the associated projects and applicants that the construction/improvement work is related to, as well as any road or sidewalk widening plans for the noted area on S. Prairie St.;

2) All documents and communications - from January 1, 2018 through the date of your compliance with this request - which relate or refer to the **IBEC Project's (aka Murphy's Bowl) SCH 2018021056** proposed signage, or signage that would be used, in whole or in part, in connection with events at the proposed IBEC project including but not limited to communications from the planner, the City's various departments, Mayor Butts and Council members, as well as the Applicant Murphy's Bowl, LLC and its representatives and agents;

3) All documents and communications - from January 1, 2018 through the date of your compliance with this request - which relate or refer to the **Billboard Project EA-2019-102 by WOW Media, Inc.** and the installation of motion billboard signs on S. Prairie St. between 10200-10204 S. Prairie St., including but not limited to communications from the planners, the City's various departments, Mayor Butts and Council members, as well as WOW Media, Inc. and its representatives and agents.

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, including all applications, in their native and electronic format.**

Because I am emailing this request on April 22, 2020, please ensure that your response is provided to me by no later than **May 2, 2020.** Thank you.

Also, **please include** this correspondence and CPRA request in the administrative record and council files for both the IBEC Project and the Billboard Project, as described above.

Thank you.

Veronica Lebron
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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)
George W. Dolson, District 1 (via email gdolson@cityofinglewood.org)
Alex Padilla, District 2, (via email apadilla@cityofinglewood.org)
Eloy Morales, Jr., District 3 (via email emorales@CityofInglewood.org)
Ralph L. Franklin, District 4 (via email rfranklin@cityofinglewood.org)
Wanda M. Brown, Treasurer (via email wbrown@Cityofinglewood.org)
Artie Fields, Executive Director (via email afields@Cityofinglewood.org)
Kenneth R. Campos, City Attorney (via email kcampos@cityofinglewood.org)
Bruce Gridley, City Attorney (via email bgridley@kbblaw.com)

EXHIBIT 1

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Fax: (310) 798-2402

San Diego Office
Phone: (858) 999-0070
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Douglas P. Carstens
Email Address:
dpc@cbcearthlaw.com

Direct Dial:
310-798-2400 Ext. 1

March 21, 2018

By email and Overnight Mail

Mindy Wilcox,
AICP, Planning Manager
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

CBC
Chatten-Brown & Carstens LLP

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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.

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[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

Inglewood
All-America City
2009

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.

Inglewood
All-America City
2009

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
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Eloy Morales, Jr., District No. 3
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CITY CLERK
Yvonne Horton
CITY TREASURER
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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

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@bellmergroup.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: 923.639.6213 | Fax: 925.775.1941
chunter@rhhslaw.com | www.rhhslaw.com

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

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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

-----Original Message-----
From: Chris Hunter [mailto:chunter@rrhslaw.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@rhlslaw.com>
Sent:	Thursday, June 8, 2017 6:51 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@rhlslaw.com | www.rhlslaw.com

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

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 Verbenaltr; Christopher Meany
Cc:	gillianz@clippers.com; Mark Rising (mrising@hebell.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

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.

6272084 8100
SR# 20170057220

Authentication: 201819070
Date: 01-05-17

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

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:09 AM 01/05/2017
FILED 08:09 AM 01/05/2017
SR 20170000728 - File Number 6273686

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 1929 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. Fitzgerald
Authorized Person

(EFM-998955.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. Yanis
Manager

INITIAL MEMBER:

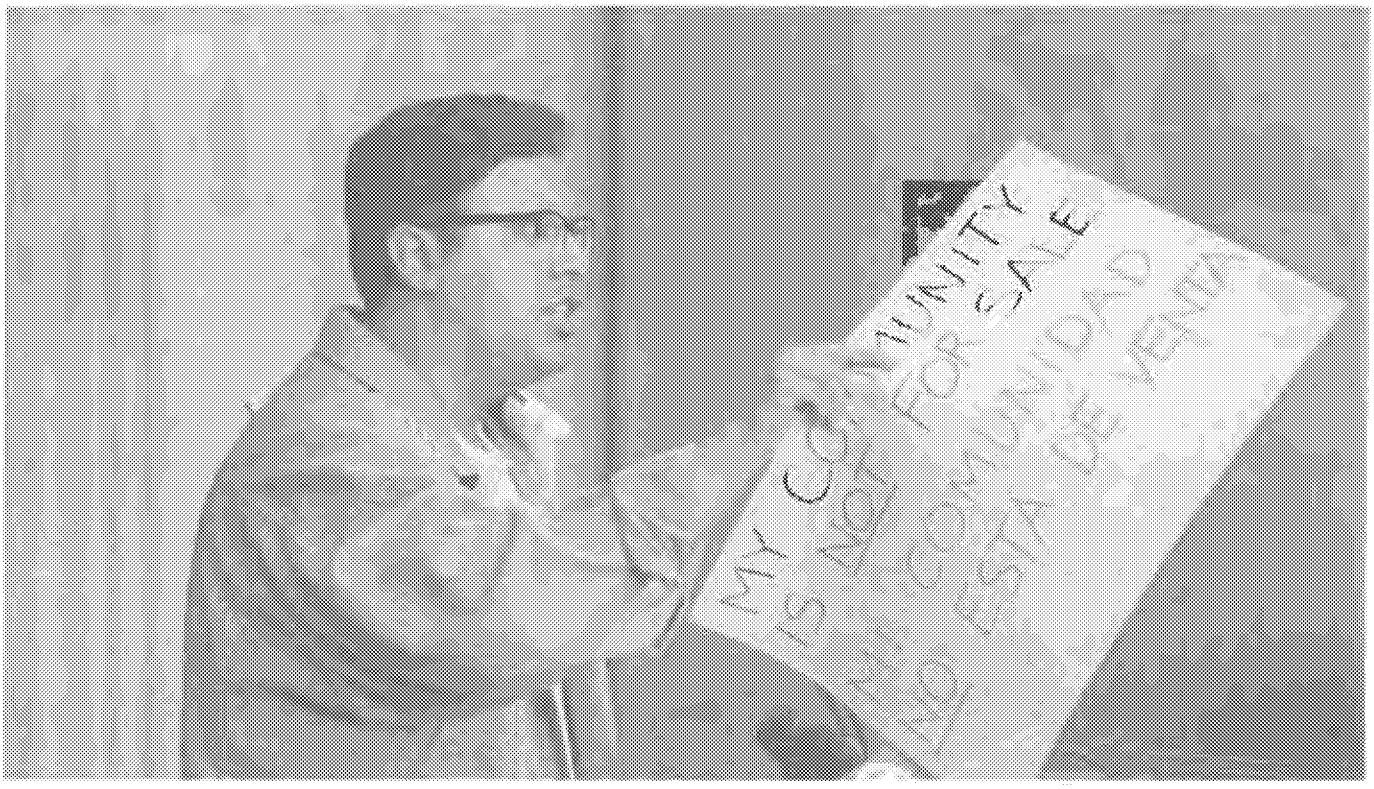
By: _____
Steven A. Heliquer
Individually, as manager of his separate property, and as the Sole Member

INITIAL MANAGER:

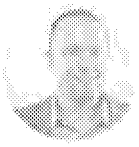
By: _____
Greg A. Yanis
Manager

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

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."

nathan.fenno@latimes.com

Twitter: @nathanfenno

ALSO

Two hikers found dead in the Mojave Desert

Terrorists, hackers and scammers: Many enemies as L.A. plans Olympics security

Despite California's strict new law, hundreds of schools still don't have enough vaccinated kids

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.

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.

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

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."

nathan.fenno@latimes.com

Twitter: @nathanfenno

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

Watch LaVar Ball lose to Ice Cube in a four-point shootout at Staples Center

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.

This article is related to: Roger Goodell

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."

766 Hall of Records
320 West Temple Street
Los Angeles, CA 90012
(213) 974-6501
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 E. 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:

> **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.

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

NRDC

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

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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.

NATURAL RESOURCES DEFENSE COUNCIL

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

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.

NATURAL RESOURCES DEFENSE COUNCIL

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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

NATURAL RESOURCES DEFENSE COUNCIL

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

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

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.

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

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.

Inglewood All-America City 2009

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.

CITY OF INGLEWOOD

One W. Manchester Boulevard, Suite 860, Inglewood, CA 90301-1750

Office of the City Attorney

Kenneth R. Campos
City Attorney

April 30, 2020

Robert Silverstein
The Silverstein Law Firm, A Professional Corporation
215 North Marengo Avenue, 3rd Floor
Pasadena, California 91101-1504
Email: Robert@RobertSilversteinLaw.com

RE: Response to Letter of April 23, 2020

Dear Mr. Silverstein:

The City of Inglewood ("City") is in receipt of your letter addressed to Ms. Yvonne Horton and Ms. Mindy Wilcox dated April 23, 2020 that was captioned "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*."

Your letter is referred to herein as the "April 23 Request."

The City proudly believes in transparency and compliance with all applicable laws, including the Ralph M. Brown Act ("Brown Act"), codified at Section 54950 *et seq.* of the California Government Code, and the California Public Records Act ("CPRA"), codified at California Government Code Section 6250 *et seq.*[1] Accordingly, this letter promptly responds to your April 23 Request by providing disclosable documents responsive to that request.

In addition, the April 23 Request was based on several erroneous factual assumptions.[2] With this letter we are clarifying the facts, including most significantly that the Tri-Party Agreement that was approved by the Council in open session on March 24, 2019 is not a settlement agreement. The Tri-Party Agreement and the settlement discussions were each properly noticed in full compliance with the Brown Act. Additionally, the Tri-Party Agreement was first made available to the Council at the March 24th meeting and would have been available to anyone who attended the meeting and asked for it. Because the requests made of the City Clerk asked for a "settlement agreement" not the "Tri-Party Agreement" that caused confusion. Pursuant to Section 54957.1(a)(3) no reportable event with respect to settlement has occurred. A more detailed response is provided below.

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[1] All further section references are to the California Government Code unless otherwise indicated.

[2] In the interest of providing a prompt response, we have not been able to address all of the apparent misunderstandings of fact contained in your April 23 Request.

This letter also serves as the City's timely response to your CPRA Request as required by Section 6253(c).

A. CONDUCT OF THE MARCH 24, 2020 MEETING

Section III of your April 23 Request misstates the actions taken at the March 24, 2020 City Council meeting.

1. Closed Session

As indicated on the March 24, 2020 agenda, the members of the City Council convened into closed session to conference with the City's legal counsel regarding pending litigation, as authorized by paragraph (1) of subdivision (d) of Section 54956.9 to discuss the following cases: (1) *MSG Forum, LLC v. City of Inglewood, et al.* (Case No. YC072715); (2) *MSG Forum, LLC v. City of Inglewood as Successor Agency to the Former Inglewood Redevelopment Agency, et al.* (Case No. BS174710); (3) *Inglewood Residents Against Takings and Evictions v. City of Inglewood, et al.* (Case No. B296760); and (4) *Inglewood Residents Against Takings and Evictions v. City of Inglewood as Successor Agency to the Former Inglewood Redevelopment Agency, et al.* (Case No. BS174709).

No reportable action was taken following the closed session pursuant to Section 54957.1(a)(3) or otherwise.

2. Agenda Item A-2

After the public was given opportunity to comment in accordance with Section 54954.3 (members of the public were in attendance, but none spoke), the City Council took up the items listed in the City Attorney / General Counsel Office's section of the Agenda in open session, and the City Council took action on two agreements under an entry entitled:

> Consideration of and possible action on one or more agreements with MSG Forum, LLC; Inglewood Residents Against Takings and Evictions; Murphy's Bowl 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.

The Agenda entry then indicated that the City Attorney's recommendation was to "Consider and Act on the following agreements," both of which were expressly named on the agenda, as follows.

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

Tri-Party Agreement by and among MSG Forum, LLC, MSG Sports & Entertainment, LLC, Murphy's Bowl LLC, and the City of Inglewood.

Contrary to statements made in your April 23 Request, the agenda entry, viewed in its entirety, specified exactly which agreements the City Council would consider and possibly act on, and identified all the entities that are parties to those agreements.

Also contrary to statements made in your April 23 Request, the Tri-Party Agreement is not a settlement agreement. In fact, and as indicated on the agenda entry, the agreement is simply intended to allow for further discussions that could ultimately lead to the resolution of claims arising from the proposed development of, and CEQA review for, the Inglewood Basketball and Entertainment Center Project ("IBEC"). To that end, the Tri-Party Agreement actually ensures that no action be taken by the City Council to approve the IBEC while a potential settlement of claims could potentially be underway. In addition, he Tri-Party Agreement expressly reserves to the City all discretion to consider the IBEC consistent with all applicable laws. Thus, the Tri-Party Agreement bears no resemblance to the agreement at issue in the *Trancas Property Owners Association v. City of Malibu* (2006) 138 Cal.App.4th 172 case referenced in your April 23 Request.

3. Public Availability of Tri-Party Agreement

The Tri-Party Agreement and the Release and Substitution of Guarantor were completed and distributed to Councilmembers on March 24, 2020. Because no exceptions under the CPRA apply, both became a public record under Section 54957.5(a) on March 24, 2020. As such, pursuant to Section 54957.5(b), the City was obligated to make the record available for public inspection at that time.

The City complied with this obligation: Contrary to the statements made in your April 23 Request (and some press accounts of the meeting), both documents were available at the City Council meeting to any member of the public who requested a copy of the agreements.

The e-mail your colleague ("Veronica T.") sent to the City Clerk (attached as Exhibit 6 to your April 23 Request) was ambiguous because it referenced a "settlement agreement" signed by Mayor Butts at the City Council meeting. The public documents signed by the mayor at that City Council meeting were the Tri-Party Agreement and the Release and Substitution of Guarantor.

Nevertheless, in accordance with the spirit of the CPRA and Section 6253.1 thereof, we are enclosing a copy of both the Tri-Party Agreement and the Release and Substitution of Guarantor with this letter, now that your April 23 Request clarified the true nature of Ms. T's e-mail request.

B. PUBLIC RECORDS ACT REQUEST

Section VII of your April 23 Request is expressly made under the CPRA and requests that "the City provide the audio and video recordings of the closed sessions, as well as any minutes, notes, or records made or exchanged by anyone present at the meeting re [*sic*] same."

Please accept this response as the City's response and determination to your Public Records Act Request as required by Sections 6253(c) (which, as stated in your April 23 Request, is due by May 3, 2020):

First, no audio or video recordings of the closed session exist (and none are required under the Brown Act or any other provision of law).

Second, as discussed above, the City Council convened in closed session to confer with its legal counsel regarding pending litigation in which the City is involved. Accordingly, the requested documents constitute privileged communications between an attorney and client under California

Evidence Code Section 954. Therefore, please be advised that pursuant to Section 6255 the documents requested (to the extent they exist) are exempt from disclosure under Section 6254(k).

C. CONCLUSION

We trust that the enclosed documents and factual corrections address your concerns. At the same time, we expressly reserve the City's right to further respond to your April 23 Request, including without limitation by responding in greater detail to the assertions regarding the City's compliance with the Brown Act made in your April 23 Request.

Sincerely,

Encl.

Tri-Party Agreement by and among MSG Forum, LLC, MSG Sports & Entertainment, LLC, Murphy's Bowl LLC, and the City of Inglewood

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

Execution Copy

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING RETURN TO:

Gibson, Dunn & Crutcher LLP
333 South Grand Avenue, Suite 4900
Los Angeles, CA 90071
Attention: Amy R. Forbes, Esq.
Ref.: 21384-00001

(Space Above for Recorder's Use)

RELEASE AND SUBSTITUTION OF GUARANTOR UNDER DEVELOPMENT AGREEMENT

This RELEASE AND SUBSTITUTION OF GUARANTOR UNDER DEVELOPMENT AGREEMENT (this "**Agreement**") is made as of May ____, 2020 (the "**Effective Date**"), by and among MSG FORUM, LLC, a Delaware limited liability company ("**Developer**"); MSGN HOLDINGS, L.P., formerly known as MSG Holdings, L.P., a Delaware limited partnership (such entity and its successors and assigns are referred to herein as the "**Original Guarantor**"); POLPAT LLC, a Delaware limited liability company ("**New Guarantor**"), and the CITY OF INGLEWOOD, a municipal corporation ("**City**"), with reference to the following facts:

A. City and Developer entered into that certain Development Agreement effective June 25, 2012 and recorded July 12, 2012 as Instrument No. 20121033769 of Official Records of Los Angeles County (the "**Development Agreement**"), pertaining to, among other things, the development and operation of certain real property owned by Developer and located in the City of Inglewood, California (the "**Property**"), and more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference.

B. Original Guarantor, an affiliate of Developer, previously executed that certain Joinder and Guaranty attached to the Development Agreement guaranteeing the obligations of Landowner (as defined in the Development Agreement) thereunder (the "**Guaranty**").

C. The ownership interests in the Developer are being transferred to a third party, and in connection therewith, each of the third party, Developer, Original Guarantor, and New Guarantor have requested that (1) Original Guarantor be released from the Guaranty and the Development Agreement, and (2) New Guarantor be substituted as the counterparty to the Guaranty.

D. City now desires to (1) unconditionally and irrevocably release the Original Guarantor from any and all liabilities under the Development Agreement and the Guaranty, and (2) substitute the New Guarantor as the counterparty to the Guaranty.

E. City also wishes to clarify certain commitments made with respect to public benefits to be provided pursuant to the Development Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Developer, Original Guarantor, New Guarantor, and City hereby agrees as follows:

1. City hereby consents and agrees that, as of the Effective Date, (a) Original Guarantor is hereby unconditionally and irrevocably released from any and all liabilities under the Development Agreement and the Guaranty, and (b) New Guarantor is hereby substituted as the counterparty to the Guaranty. In consideration for the release of Old Guarantor, Developer agrees that it shall provide community benefits not to exceed a total of $1 million, pursuant to a program mutually agreed upon between City and Developer within 90 days after the Effective Date, to be memorialized in a Minor Amendment to Section 14 of the Development Agreement (as such Minor Amendment is provided for in Section 20.4 thereof).

2. As of the Effective Date, there are no outstanding claims under the Guaranty.

3. This Agreement may be executed in counterparts which taken together shall constitute one and the same instrument.

4. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to or will confer upon any person other than the Parties and their respective successors and assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

5. Each of the parties hereto hereby covenants and agrees that it will, at any time and from time to time, execute any documents and take such additional actions as the other, or its respective successors or assigns, shall reasonably require in order to more completely or perfectly carry out the release intended to be accomplished by this Agreement.

6. This Agreement supersedes all prior written or oral agreements of the Parties relating to the matters covered hereby, constitutes a final written expression of all the terms of this Agreement, and is a complete and exclusive statement of those terms.

7. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of Developer, Original Guarantor, New Guarantor, and City have executed this Agreement as of the Effective Date.

"**DEVELOPER**"

MSG FORUM, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public

"ORIGINAL GUARANTOR"

MSGN HOLDINGS, L.P.,
a Delaware limited partnership

By: _____
Name:
Title:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF)
) ss.
COUNTY OF _____)

On this ___ day of _____, 20__, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public

"**NEW GUARANTOR**"

POLPAT LLC,
a Delaware limited liability company

By: _____
Name:
Title:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF)
) ss.
COUNTY OF _____)

On this ___ day of _____, 20__, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public

"CITY"

CITY OF INGLEWOOD,
a municipal corporation

By: _____

James T. Butts, Mayor

ATTEST:

By: _____
Yvonne Horton, City Clerk

APPROVED AS TO FORM:

By: _____
Kenneth Campos, City Attorney

APPROVED:

KANE, BALLMER & BERKMAN
Special Counsel

By: _____
Royce K. Jones

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this ___ day of _____, 20__, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public

EXHIBIT "A"

TO

RELEASE AND SUBSTITUTION OF GUARANTOR UNDER DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION

Real property in the County of Los Angeles, State of California, described as follows:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGLES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE EAST ALONG THE NORTHERLY LINE OF SECTION 34, WHICH IS ALSO THE CENTERLINE OF MANCHESTER BOULEVARD (100 FEET WIDE), A DISTANCE OF 1182.91 FEET; THENCE SOUTH 0° 00' 05" EAST, A DISTANCE OF 50.00 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID MANCHESTER BOULEVARD, WHICH IS THE TRUE POINT OF BEGINNING; THENCE SOUTH 0° 00' 05" EAST, A DISTANCE OF 1270.00 FEET; THENCE WEST, A DISTANCE OF 1149.91 FEET TO A POINT IN THE EASTERLY LINE OF PRAIRIE AVENUE (78 FEET WIDE); THENCE NORTH 0° 00' 05" WEST, ALONG THE EASTERLY LINE OF PRAIRIE AVENUE, A DISTANCE OF 1234.89 FEET TO A POINT IN THE SOUTHERLY LINE OF MANCHESTER BOULEVARD, AS ESTABLISHED BY DEED RECORDED IN BOOK 13109, PAGE 40, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 72° 30' 30" EAST, ALONG THE SOUTHERLY LINE OF MANCHESTER BOULEVARD, A DISTANCE OF 55.27 FEET TO A POINT OF TANGENCY IN A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 400.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 122.12 FEET; THENCE TANGENT TO SAID CURVE, EAST ALONG THE SOUTHERLY LINE OF MANCHESTER BOULEVARD, A DISTANCE OF 976.97 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND AS DESCRIBED IN DEEDS TO THE CITY OF INGLEWOOD, RECORDED IN BOOK D-682, PAGE 530, IN BOOK D-1473, PAGE 328, AND IN BOOK D-4209, PAGE 199, ALL OF SAID OFFICIAL RECORDS AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE SOUTH 0° 00' 05" EAST, ALONG THE WESTERLY LINE OF SECTION 34, A DISTANCE OF 530.40 FEET; THENCE NORTH 89° 59' 55" EAST, A DISTANCE OF 33.00 FEET TO A POINT IN THE EASTERLY LINE OF PRAIRIE AVENUE, SAID. POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 0° 00' 05" WEST, ALONG THE EASTERLY LINE OF PRAIRIE AVENUE, A DISTANCE OF 445.30 FEET TO A POINT IN

THE SOUTHERLY LINE OF MANCHESTER BOULEVARD, AS. ESTABLISHED BY SAID DEED RECORDED IN BOOK 13109, PAGE 40, OFFICIAL RECORDS; THENCE ALONG SAID SOUTHERLY LINE, NORTH 72° 30' 30" EAST, A DISTANCE OF 28.62 FEET, MORE OR LESS, TO A POINT IN A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 59.50 FEET, A RADIAL LINE FROM SAID POINT BEARS SOUTH 44° 29' 44" EAST, SAID POINT BEING THE EASTERLY CORNER OF THE LAND DESCRIBED IN SAID DEED RECORDED IN BOOK D-1473, PAGE 328, OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF THE LAND DESCRIBED IN THE LAST MENTIONED DEED AS FOLLOWS:

SOUTHWESTERLY ALONG SAID CURVE, 47.26 FEET, TANGENT TO SAID CURVE, SOUTH 0° 00' 05" EAST, A DISTANCE OF 261.48 FEET AND SOUTH 3° 37' 23" WEST, A DISTANCE OF 150.28 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF PRAIRIE AVENUE, 78.00 FEET WIDE, WITH THE SOUTHERLY LINE OF THE NORTHERLY 1320.00 FEET OF SAID SECTION 34; THENCE NORTH ALONG SAID EASTERLY LINE, 107.80 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 45° 00' 00" EAST 14.14 FEET; THENCE EAST 190.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 635.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 267.24 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 715.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 300.91 FEET TO A POINT OF TANGENCY WITH SAID SOUTHERLY LINE OF THE NORTHERLY 1320.00 FEET OF SECTION 34; THENCE EAST ALONG SAID SOUTHERLY LINE, 3218.78 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 635.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 120.34 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 715.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 262.55 FEET TO A POINT OF TANGENCY WITH THE SOUTHERLY LINE OF THE NORTHERLY 1240.00 FEET OF SAID SECTION 34; THENCE WEST ALONG SAID LAST MENTIONED SOUTHERLY LINE, 2433.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1960.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 476.96 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2040.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 496.32 FEET; THENCE TANGENT TO SAID CURVE, WEST 190.00 FEET; THENCE NORTH 45° 00' 00" WEST 14.14 FEET TO SAID EASTERLY LINE OF PRAIRIE AVENUE; THENCE SOUTH ALONG SAID EASTERLY LINE, 100.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE ALONG THE WESTERLY LINE OF SAID SECTION; SOUTH 00° 00' 05" EAST 1212.20 FEET; THENCE EAST 33.00 FEET TO THE TRUE POINT OF BEGINNING, SAID TRUE POINT OF BEGINNING BEING IN THE EASTERLY LINE OF PRAIRIE AVENUE (78 FEET WIDE); THENCE NORTH 45° 00' 00" 14.14 FEET; THENCE EAST 190.00 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 635.00 FEET; THENCE EASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 267.24 FEET TO A POINT OF REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 715.00 FEET; THENCE EASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 300.91 FEET TO ITS TANGENT INTERSECTION WITH THE SOUTHERLY LINE OF THE NORTHERLY 1320.00 FEET OF SAID SECTION 34; THENCE ALONG SAID SOUTHERLY LINE, WEST 751.52 FEET TO SAID EASTERLY LINE OF PRAIRIE AVENUE; THENCE ALONG SAID EASTERLY LINE, NORTH 00° 00' 05" WEST 107.80 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE SOUTH 0° 00' 05" EAST, ALONG THE WESTERLY LINE OF SECTION 34, A DISTANCE OF 530.40 FEET; THENCE NORTH 89° 59' 55" EAST, A DISTANCE OF 33.00 FEET TO A POINT IN THE EASTERLY LINE OF PRAIRIE AVENUE, 78 FEET WIDE; THENCE NORTH 0° 00' 05" WEST, ALONG THE EASTERLY LINE OF PRAIRIE AVENUE, A DISTANCE OF 445.30 FEET TO A POINT IN THE SOUTHERLY LINE OF MANCHESTER BOULEVARD, AS ESTABLISHED BY THE DEED RECORDED IN BOOK 13109, PAGE 40, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID SOUTHERLY LINE, NORTH 72° 30' 30" EAST, A DISTANCE OF 28.62 FEET, MORE OR LESS, TO A POINT IN A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 59.50 FEET, A RADIAL LINE FROM SAID POINT BEARS SOUTH 44° 29' 44" EAST, SAID POINT BEING THE EASTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF INGLEWOOD, RECORDED IN BOOK D-1473, PAGE 328, OFFICIAL RECORDS OF SAID COUNTY; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE EASTERLY LINE OF THE LAND DESCRIBED IN THE LAST MENTIONED DEED, AS FOLLOWS:

SOUTHWESTERLY ALONG SAID CURVE, 47.26 FEET, TANGENT TO SAID CURVE, SOUTH 0° 00' 05" EAST, A DISTANCE OF 261.48 FEET AND SOUTH 3° 37' 23" WEST 150.28 FEET TO THE HEREINBEFORE MENTIONED PRAIRIE AVENUE, 78 FEET WIDE, SAID POINT ALSO BEING ON THE EASTERLY LINE OF THE WESTERLY 33.00 FEET OF SAID SECTION; THENCE ALONG SAID EASTERLY LINE SOUTH 0° 00' 05" EAST 581.80 FEET TO THE NORTHERLY EXTREMITY OF THAT CERTAIN COURSE IN THE SOUTHERLY BOUNDARY OF THE LAND DESCRIBED IN DEED TO THE FORUM OF INGLEWOOD, INC., RECORDED JULY 26, 1966 AS INSTRUMENT NO. 1944, IN BOOK D-3377, PAGE 47, OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS HAVING A BEARING AND LENGTH OF "NORTH 45° 00' 00" WEST 14.14 FEET"; THENCE ALONG LAST MENTIONED LINE, SOUTH 45° 00` 00" EAST 14.14 FEET; THENCE EAST 30.00

FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 28.00 FEET, SAID CURVE ALSO BEING TANGENT AT ITS POINT OF ENDING WITH THE EASTERLY LINE OF THE WESTERLY 45.00 FEET OF SAID SECTION; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 59' 55", AN ARC DISTANCE OF 43.98 FEET TO SAID POINT OF TANGENCY; THENCE ALONG THE LAST MENTIONED EASTERLY LINE, NORTH 0° 00' 05" WEST 563.80 FEET; THENCE NORTH 1° 31' 38" EAST 150.03 FEET TO THE EASTERLY LINE OF THE WESTERLY 45.00 FEET OF SAID. SECTION; THENCE ALONG SAID EASTERLY LINE NORTH 0° 00' 05" WEST 253.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 63.50 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 73° 52' 43", AN ARC DISTANCE OF 81.88 FEET TO THE HEREINBEFORE MENTIONED SOUTHERLY LINE OF MANCHESTER BOULEVARD, AS ESTABLISHED BY SAID DEED RECORDED IN BOOK 13109, PAGE 40, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 400.00 FEET, A RADIAL AT SAID POINT BEARS NORTH 16° 07' 22" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1° 22' 08", AN ARC DISTANCE OF 9.56 FEET; THENCE TANGENT TO SAID CURVE SOUTH 72° 30' 30" WEST 26.65 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT FROM SAID LAND, AN UNDIVIDED 28/200THS OF 1 PERCENT OF ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES OR THE PROCEEDS THEREFROM IN AND UNDER OR THAT MAY BE PRODUCED OR SAVED FROM SAID LAND, AS RESERVED BY MANCHESTER AVENUE COMPANY, IN DEED RECORDED AUGUST 31, 1956 AS INSTRUMENT NO. 2084, IN BOOK 52179, PAGE 412, OFFICIAL RECORDS.

ALSO EXCEPT THE INTEREST OF INGLEWOOD GOLF COURSE, A PARTNERSHIP, IN ALL OIL AND GAS ROYALTIES AND PAYMENTS DERIVED FROM THE EXISTING OIL AND GAS LEASES ON SAID LAND OR ANY PART THEREOF, WHICH ARE PRESENTLY OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS RESERVED BY INGLEWOOD GOLF COURSE, A PARTNERSHIP, IN DEED RECORDED NOVEMBER 21, 1962 AS INSTRUMENT NO. 1996, IN BOOK D-1829, PAGE 887, OFFICIAL RECORDS.

ALSO EXCEPT ALL MINERAL, OIL AND GAS AND OTHER HYDROCARBON SUBSTANCES LYING IN OR UNDER SAID LAND BELOW A DEPTH OF 500 FEET AND WITHOUT RIGHT OF SURFACE ENTRY, AS RESERVED BY MASON LETTEAU, P.T. HINCON AND JOHN R. MACFADEN, BEING THE SUCCESSOR IN OFFICE OF CHRIS G. DEMETRIOUS AND THEIR SUCCESSORS IN OFFICE AS BOARD OF TRUSTEES OF THE ENDOWMENT CARE FUND OF INGLEWOOD PARK CEMETERY ASSOCIATION, IN DEED RECORDED MARCH 18, 1964 AS INSTRUMENT NO. 1220, IN BOOK D-2398, PAGE 795, OFFICIAL RECORDS.

APN: 4025-001-002

TRI-PARTY AGREEMENT

This Tri-Party Agreement ("Agreement"), is entered into by and among MSG Forum, LLC, a Delaware limited liability company ("MSG Forum"), MSG Sports & Entertainment, LLC, a Delaware limited liability company ("MSGSE"), Murphy's Bowl LLC, a Delaware limited liability company ("Murphy's Bowl"), and the City of Inglewood, a municipal corporation ("City"), effective as of March 24, 2020 ("Effective Date"). MSG Forum and MSGSE are collectively referred to in this Agreement as "MSG". MSG, Murphy's Bowl and City are each referred to in this Agreement individually as a "Party" and collectively as the "Parties".

RECITALS

A. MSG Forum operates a venue in the City of Inglewood commonly known as The Forum. MSGSE owns 100% of the membership interests of MSG Forum.

B. Murphy's Bowl has proposed the development of the Inglewood Basketball and Entertainment Center project in the City of Inglewood (the "IBEC Project"). Attached at Exhibit "A" is a detailed description of the IBEC Project.

C. Pursuant to the California Environmental Quality Act, the City is the "Lead Agency" for the IBEC Project. On February 20, 2018, the City issued a Notice of Preparation of a Draft Environmental Impact Report and Public Scoping Meeting for the IBEC Project. As used herein, "CEQA" shall mean the California Environmental Quality Act (*Public Resources Code Section 21000-21189.57*) and the Guidelines for California Environmental Quality Act (*Title 14, California Code of Regulations, Sections 15000-15387*).

D. On December 27, 2019, the City issued a Notice of Availability ("NOA") of a Draft Environmental Impact Report ("EIR"), State Clearing House Number 2018021056, for the IBEC Project, notifying that the Draft EIR for the IBEC Project was available for public review and comment pursuant to CEQA ("Public Comment Period") through February 10, 2020. On February 5, 2020, the City issued a revised NOA notifying that the Public Comment Period was extended through March 10, 2020. On March 4, 2020, the City issued a further revised NOA notifying that the Public Comment Period was extended through March 17, 2020. On March 13, 2020 the City issued a further revised NOA notifying that the Public Comment Period was extended through March 24, 2020.

E. Under CEQA, including but not limited to Guidelines Section 15088, the City may respond to comments submitted after the close of the Public Comment Period.

F. The Parties are involved in various disputes related to the IBEC Project and the Parties are working toward a settlement of the disputes.

G. To facilitate discussions that could resolve issues among the Parties, including regarding potential impacts of the IBEC Project, and allow additional time for the negotiation

and potential final resolution of the Parties' disputes, including potential claims regarding CEQA compliance, the Parties now desire to enter into this Agreement to provide for the (i) submittal and consideration of EIR comments submitted by MSG and Inglewood Residents Against Takings ("IRATE") after the close of the Public Comment Period on March 24, 2020 and (ii) the deferral of the issuance of the Final EIR and noticing of public hearings with respect to any governmental approvals for the IBEC Project during the pendency of the settlement discussions as set forth herein.

AGREEMENT

In consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Whenever used in this Agreement, the following words or phrases shall have the following meanings:

    a. "Standstill Period" shall mean the period from the Effective Date until the Close of Standstill Period.

    b. "Close of Standstill Period" shall mean ten (10) days after a Standstill Period Event.

    c. "Standstill Period Event" shall mean the earliest to occur of (i) receipt by the City and MSG of written notice duly executed by Murphy's Bowl terminating the Standstill Period and (ii) July 28, 2020, which date shall be extended to the date specified in any written notice of such extension signed by MSG and Murphy's Bowl and sent to the City pursuant to Paragraph 11 below.

2. Murphy's Bowl agrees that during the Standstill Period it shall not and shall direct its consultants, counsel, advisors, agents and representatives not to, directly or indirectly, request, encourage, or facilitate the City to take, or support or assist the City with taking, any actions or decisions contrary to the provisions of this Agreement. The foregoing notwithstanding, nothing in this Paragraph 2 shall prevent Murphy's Bowl from facilitating the preparation and/or posting of documents, technical materials and/or reports for the IBEC Project so long as any such documents, materials or reports are not finalized or approved by the City during the Standstill Period.

3. The City agrees that during the Standstill Period it shall not take any of the following actions or decisions regarding the IBEC Project: public release of the Final EIR; consideration of the Final EIR by any City decision-making body; consideration or adoption of a CEQA exemption for the IBEC Project; certification of the Final EIR; adoption or approval of any findings, including any "statement of overriding considerations" by any City decision-making body regarding the IBEC Project; adoption or approval of any discretionary actions required for development of the IBEC Project; filing of any "notice of determination" or "notice of exemption" under CEQA for the IBEC Project; or seeking or supporting any potential CEQA exemption for the IBEC Project. Notwithstanding the foregoing, nothing in this Paragraph 3 shall prevent the City

from performing any staff level activities prior to the public release of the Final EIR in order to continue the preparation of materials and draft documents related to consideration of the IBEC Project, and/or comply with CEQA Section 21168.6.8.

4. Prior to a Standstill Period Event, MSG and IRATE shall not submit to the City any comments on the Draft EIR ("Comments") and the City shall not be obligated to respond to any Comments received from MSG or IRATE during that period.

5. The Parties agree that following a Standstill Period Event and through the Close of Standstill Period, MSG and IRATE may submit Comments ("Timely Comments") to the City to the addressee provided for in the NOA.

6. As permitted by CEQA, including but not limited to Guidelines Section 15088, the City agrees that it shall accept and evaluate Timely Comments submitted in accordance with Paragraph 5, acknowledge in the Final EIR that it is obligated to respond to such Timely Comments, and prepare written responses to such Timely Comments, consistent with the requirements of CEQA, in the same manner as if the Timely Comments had been submitted prior to the close of the Public Comment Period, without regard to the fact that the Timely Comments were submitted and accepted after the close of the Public Comment Period, including without limitation: inclusion of the Timely Comments and the responses thereto in the Final EIR and inclusion of the Timely Comments in the record of proceedings prepared by the City pursuant to CEQA Section 21168.6.8.

7. City and Murphy's Bowl expressly agree that neither the City nor Murphy's Bowl shall, directly or indirectly, raise or object to, or support or join in any third party's objection to, and shall defend against any objection to, the timeliness of the Timely Comments submitted to the City by MSG and IRATE within the period between a Standstill Period Event and the Close of Standstill Period in any action or proceeding, including any action or proceeding brought to attack, review, set aside, void or annul the certification of the EIR. City and Murphy's Bowl expressly agree that neither the City nor Murphy's Bowl shall, directly or indirectly, claim or assert, or support or join in any third party's claim or assertion, and shall defend against any claim or assertion, that this Agreement is invalid or otherwise unenforceable in any action or proceeding, including any action or proceeding brought to attack, review, set aside, void or annul the certification of the EIR.

8. In the event that Murphy's Bowl or the City takes any action inconsistent with this Agreement, then immediately upon written notice from MSG the City shall cease processing (or rescind, as applicable) any approvals, adoptions, certifications or other actions for the IBEC Project taken or granted in violation of this Agreement, and bring its actions into compliance with this Agreement. Murphy's Bowl agrees that if the City (a) does not accept Timely Comments, (b) releases the Final EIR without including Timely Comments submitted by MSG or IRATE or responses to such Timely Comments, (c) certifies the Final EIR prior to the Close of Standstill Period, or (d) adopts or approves any discretionary actions required for development of the IBEC Project without certification of the Final EIR, then Murphy's Bowl shall withdraw its application for the IBEC Project within two (2) business days of MSG's notice. In the event that thereafter Murphy's Bowl files a new application for the IBEC Project, the City agrees that it shall

issue a new NOP based on the new application for the refiled IBEC Project and, after following all applicable CEQA procedures, issue a new NOA of a Draft EIR for the refiled IBEC Project for public review and comment. Notwithstanding the foregoing, if the City has accepted and responded to the Timely Comments in accordance with Paragraphs 5 and 6, to the extent that MSG and IRATE assert that responses provided by the City to the Timely Comments do not comply with the requirements of CEQA, those assertions shall be resolved in accordance with CEQA Section 21167, et seq., subject to the provisions of Paragraph 7.

9. The Parties understand and agree that following a Standstill Period Event nothing herein precludes or limits MSG or IRATE from submitting comments and/or providing testimony at or before any public meetings, hearings or proceedings that the City or any other governmental agency may hold regarding the IBEC Project. Nothing herein shall require the City to consider Comments submitted after the Close of Standstill Period or otherwise contrary to the provisions of this Agreement.

10. This Agreement shall terminate on the earlier of (i) the effective date of a written settlement agreement among the Parties in regard to all CEQA claims relative to the IBEC Project or (ii) thirty (30) days after the date that any and all litigation challenging the IBEC Project has been finally and unappealably resolved or, if no such litigation is commenced, thirty (30) days after the applicable statute of limitations period for such challenge.

11. All notices under this Agreement will be in writing and will be deemed duly given (a) on the date of delivery if delivered personally or by facsimile or email, receipt acknowledged, (b) on the first (1st) business day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier or (c) on the earlier of confirmed receipt or the fifth Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices under this Agreement will be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the Party to receive such notice:

    1. if to City, to:

    City of Inglewood
    One Manchester Boulevard
    Inglewood, California 90301
    Attention: City Manager

    City of Inglewood
    One Manchester Boulevard
    Inglewood, California
    Attention: City Clerk

    with a copy (which shall not constitute notice) to:

City Attorney
City of Inglewood
One Manchester Boulevard
Attention: Kenneth R. Campos, Esq.
Email: kcampos@cityofinglewood.org
Facsimile: (310) 412-5111

and

Kane, Ballmer & Berkman
515 S. Figueroa Street
Suite 780
Los Angeles, California 90071
Attention: Royce K. Jones, Esq
Email: rkj@kbblaw.com
Facsimile: (213) 625-0931

2. if to MSG, to:

MSG Sports & Entertainment, LLC
2 Penn Plaza
New York, New York 10121
Attention: General Counsel

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP
355 S. Grand Avenue
Los Angeles, California 90071
Attention: George Mihlsten, Esq.
Email: george.mihlsten@lw.com
Facsimile: (213) 891-8763

and

O'Melveny & Myers LLP
400 South Hope Street, 18th Floor
Los Angeles, California 90071
Attention: Greg Thorpe, Esq.
Email: gthorpe@omm.com
Facsimile: (213) 430-6407

3. if to Murphy's Bowl:

10400 NE 4th St.
Suite 3000
Bellevue, WA 98004

Attention: Brandt Vaughan
Email: brandt@ballergroup.com
Facsimile: (425) 642-0021

with a copy (which shall not constitute notice) to:

Helsell Fetterman
1001 Fourth Avenue, Suite 4200
Seattle, WA 98154
Attention: Andrew Kinstler
Email: akinstler@helsell.com
Facsimile: (206) 340-0902

12. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, including without limitation the obligation of Murphy's Bowl to withdraw its application for the IBEC Project in accordance with Paragraph 8, the Parties agree that the Party to this Agreement who is or is to be thereby aggrieved shall have the right to specific performance and injunctive relief, including without limitation a temporary restraining order, or other equitable relief, of its rights under this Agreement in addition to any and all other rights and remedies at law or in equity, other than monetary damages, (including without limitation the right to require withdrawal of the IBEC application as required by Paragraph 8), and all such rights and remedies shall be cumulative. The Parties agree that the remedies at law for any breach or threatened breach of this Agreement, including monetary damages, are inadequate compensation for any loss (and therefore no monetary damages, whether direct or consequential, are allowed), and that any defense in any action for specific performance that a remedy at law would be adequate is hereby waived, and that any requirements for the securing or posting of any bond with such remedy are hereby waived.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. Other than as expressly set forth herein, the City retains the absolute sole discretion to make decisions under CEQA with respect to the IBEC Project, which discretion includes: (i) deciding not to proceed with development of the IBEC Project, (ii) deciding to proceed with development of the IBEC Project, (iii) deciding to proceed with any alternative development of the IBEC Project, and (iv) deciding to modify the IBEC Project as may be necessary to comply with CEQA. There shall be no approval or commitment by the City regarding the IBEC Project unless and until the City undertakes environmental review as required in compliance with CEQA. MSG expressly agree that neither MSG nor IRATE shall, directly or indirectly, raise or object to, or support or join in any third party's objection to the existence of this Agreement as evidence of a pre-judgment of the merits of the IBEC Project, in any action or proceeding, including any action or proceeding brought to attack, review, set aside, void or annul the certification of the EIR. MSG expressly agree that neither MSG nor IRATE shall, directly or indirectly, claim or assert, or support or join in any third party's claim or assertion, that this Agreement is evidence of a post-hoc rationalization in any action or proceeding,

including any action or proceeding brought to attack, review, set aside, void or annul the certification of the EIR.

15. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. Photocopies and portable document format (PDF) copies of executed originals of this Agreement may be used as originals.

16. The City represents and warrants that it has taken all actions that may be required under law to approve and execute this Agreement and by executing this Agreement in the manner provided below the City is formally bound to the provisions of this Agreement. Each signatory to this Agreement represents and warrants that (a) he or she is authorized to sign and deliver this Agreement on behalf of the Party for which he or she is signing, and thereby to bind that Party fully to the terms of this Agreement, (b) entering into this Agreement does not violate any provision of any other agreement to which the Party is bound or, to the Party's knowledge, any provision of law, and (c) there is no litigation or legal proceeding which would prevent the Parties from entering into this Agreement.

17. No amendments or modifications to this Agreement shall be of any force, value or effect unless the amendment or modification is in writing and signed by the Parties to be bound thereto.

18. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought and refers expressly to this Paragraph. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of any right or remedy with respect to any other occurrence or event.

19. Any exhibits attached to this Agreement are incorporated herein by reference.

20. This Agreement shall not be construed more strictly against any Party merely by virtue of the fact that the same has been prepared by such Party or its counsel, it being recognized that each of the Parties have contributed substantially and materially to the preparation of this Agreement. "Including" means "including without limitation".

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

CITY OF INGLEWOOD	**MSG FORUM, LLC,** a Delaware limited liability company
By: _____	_____
James T. Butts, Jr. Mayor Date:	Name: Title: Date:

ATTEST:

City Clerk

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____

APPROVED:

KANE BALLMER & BERKMAN
Special City Counsel

By: _____
Royce K. Jones

MSG SPORTS & ENTERTAINMENT, LLC,
a Delaware limited liability company

_____
Name:
Title:
Date:

MURPHY'S BOWL, LLC
a Delaware limited liability company

_____
Name:
Title:
Date:

EXHIBIT A

IBEC PROJECT DESCRIPTION

City of Inglewood
Legal Department
One Manchester Boulevard
Inglewood, CA 90301-1750

Robert Silverstein
The Silverstein Law Firm
215 North Marengo Avenue
3rd Floor
Pasadena, CA 91101-1504

From: Veronica Lebron

To: latwell@cityofinglewood.org; mwilcox@cityofinglewood.org; yhorton@cityofinglewood.org; ibecproject@cityofinglewood.org; jbutts@cityofinglewood.org; gdolson@cityofinglewood.org; apadilla@cityofinglewood.org; emorales@Cityoflnglewood.org; rfranklin@cityofinglewood.org; wbrown@Cityofinglewood.org; afields@Cityofinglewood.org; kcampos@cityofinglewood.org; bgridley@kbblaw.com

CC: Esther Kornfeld; Naira Soghbatyan; Robert Silverstein

Date: 5/8/2020 10:26 AM

Subject: Follow-up California Public Records Act Request | IBEC Project SCH 2018021056; Billboard Project Case No. EA-MND-2019-102

. ttac mePti : 4-23-20 [SCAN] Brown Act Violation Cure and Correct Demand to City of Inglewood re SCH 2018021056; CPRA Request.PDF

Dear Mayor, Councilmembers, and City Clerk and City officials:

Please include this communication in the administrative record for the IBEC Project and its EIR, SCH 2018021056.

This is a follow-up on our Public Records Act (CPRA) request on April 22, 2020 to Public Works (below), as well as our CPRA requests as part of our Brown Act Cure and Correct letter dated April 23, 2020 (attached).

As part of our Cure and Correct request at p. 2, we requested the settlement agreement(s) that was/were signed by Mayor Butts during the March 24, 2020 Council meeting.

Also, at p. 9 of the same April 23, 2020 letter, under a separate CPRA section, we requested records related to the closed door session at the March 24, 2020 Council meeting. We stated:

> "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, **, ewenuei t** 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." (Emph. added.)

More than 10 days have passed since our requests on April 22 and April 23, 2020, without response by the City to our document requests, and without producing a single document.

The City is in violation of the CPRA, including Govt. Code Sec. 6253(c), for failure to respond to our CPRA requests within the statutory 10-day deadline. Please immediately comply. We reserve all rights to file a petition for writ of mandate to compel disclosure of these documents and recordings, and to seek award of attorney fees and costs, including pursuant to Govt. Code Sec. 6259(d).

Thank you.

Veronica Lebron
The Silverstein Law Firm, APC
215 North Marengo Avenue, 3rd Floor
Pasadena, CA 91101-1504
Telephone: (626) 449-4200
Facsimile: (626) 449-4205
Email: Veronica@RobertSilversteinLaw.com
Website: www.RobertSilversteinLaw.com
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From: Veronica Lebron
To: mwilcox@cityofinglewood.org ; yhorton@cityofinglewood.org; latwell@cityofinglewood.org
CC: Robert Silverstein; Naira Soghbatyan; Esther Kornfeld
Date: 4/22/2020 5:17 PM
Subject: California Public Records Act Request | IBEC Project SCH 2018021056; Billboard Project Case No. EA-MND-2019-102

Dear Public Works Officials:

This is a public records request made pursuant to Government Code § 6250, et seq.

Please provide the following documents:

1) All documents and communications - from January 1, 2020 through the date of your compliance with this request - which relate or refer to the public works, construction, or improvements on **S10ra22v8t1-bet, eePWBEBB'I BEI Ev810ra22v8t1** or within 300 feet of same in each direction, including but not limited to the purpose of these ongoing improvements and or construction, the associated projects and applicants that the construction/improvement work is related to, as well as any road or sidewalk widening plans for the noted area on S. Prairie St.;

2) All documents and communications - from January 1, 2018 through the date of your compliance with this request - which relate or refer to the **§(kCW rojectMyahawy ur' l)i ψ o, I8&C5 VBI 6BEI BdA** proposed signage, or signage that would be used, in whole or in part, in connection with events at the proposed IBEC project including but not limited to communications from the planner, the City's various departments, Mayor Butts and Council members, as well as the Applicant Murphy's Bowl, LLC and its representatives and agents;

3) All documents and communications - from January 1, 2018 through the date of your compliance with this request - which relate or refer to the **ψ 2lboar9W roject k. 'EBI WI BEvbl v0 v O wy e92a-vPc1w** nd the installation of motion billboard signs on S. Prairie St. between 10200-10204 S. Prairie St., including but not limited to communications from the planners, the City's various departments, Mayor Butts and Council members, as well as WOW Media, Inc. and its representatives and agents.

Govt. Code § 6253.9(a) requires that the agency provide documents in their native format, when requested. Pursuant to that code section, **' I4ai evlllowroq2ew ewenuei te9W ocumePti -vPcl49 2Pgvalllr' ' I2cat2Pi -vPw e2vPat2jewP9velctroP2c format1**

Because I am emailing this request on April 22, 2020, please ensure that your response is provided to me by no later than **y al E-vBEB1** Thank you.

Also, **' I4ai evPcl49ew** his correspondence and CPRA request in the administrative record and council files for both the IBEC Project and the Billboard Project, as described above.

Thank you.

Veronica Lebron
The Silverstein Law Firm, APC
215 North Marengo Avenue, 3rd Floor
Pasadena, CA 91101-1504
Telephone: (626) 449-4200
Facsimile: (626) 449-4205
Email: Veronica@RobertSilversteinLaw.com
Website: www.RobertSilversteinLaw.com
==================================

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From: Veronica Lebron
To: yhorton@cityofinglewood.org
CC: Robert Silverstein; Naira Soghbatyan; Esther Kornfeld
Date: 6/4/2020 4:08 PM
Subject: California Public Records Act Request

Dear Ms. Horton:

Please ensure that this communication is included in the administrative record for the IBEC Project matter (SCH 2018021056).

This is a public records request pursuant to Govt. Code Sec. 6250 et seq.

Please provide:

1) a copy of the complete and original unedited video and audio recordings of the Council Hearing on March 24, 2020. In view of COVID-19, we would appreciate if such recordings be provided to us via a dropbox link or an attachment to an email;

2) all documents signed by Mayor Butts on March 24, 2020, during both the closed and open sessions. Please ensure those are the signed copies.

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 records in their native and electronic format.

We do not expect that the City will have unusual circumstances to produce the requested few and fairly recent public records.

Because I am emailing this request on June 4, 2020, please ensure that your response is provided to me by no later than **June 14, 2020**. Please confirm receipt. Thank you.

Veronica Lebron
The Silverstein Law Firm, APC
215 North Marengo Avenue, 3rd Floor
Pasadena, CA 91101-1504
Telephone: (626) 449-4200
Facsimile: (626) 449-4205
Email: Veronica@RobertSilversteinLaw.com
Website: www.RobertSilversteinLaw.com
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THE SILVERSTEIN LAW FIRM
A Professional Corporation

215 NORTH MARENGO AVENUE, 3RD FLOOR
PASADENA, CALIFORNIA 91101-1504
PHONE: (626) 449-4200 FAX: (626) 449-4205
ROBERT@ROBERTSILVERSTEINLAW.COM
WWW.ROBERTSILVERSTEINLAW.COM

June 11, 2020

VIA EMAIL yhorton@cityofinglewood.org; aphillips@cityofinglewood.org

Yvonne Horton, City Clerk
City Clerk's Office
1 Manchester Boulevard
Inglewood, CA 90301

Re: California Public Records Act Requests re IBEC Project, State Clearinghouse No. 2018021056.

Dear Ms. Horton:

This request is made under the California Public Records Act pursuant to Government Code § 6250, et seq. Please provide copies of the following from the City (as "City" is defined below).

Please also include this correspondence in the running administrative record for the IBEC Project.

For ease of reference in this document, please refer to the following **defined terms**:

The "City" shall refer to the City of Inglewood, its City Council, the Mayor and all members of the City Council, all members, officials, employees, consultants, and agents of the City commissions, boards, offices, departments, divisions, the City Attorney's office and any and all outside counsel retained by the City, for your respective office, division, or Department.

"Project" shall refer to State Clearinghouse No. 2018021056, "IBEC Project," "Inglewood Basketball and Entertainment Center Project," "Murphy's Bowl," or "Clippers Arena," or APNs or Project Addresses, as listed below:

APN 4032-001-005: 10022 S. Prairie Ave., Inglewood, CA 90303

APN 4032-001-035: 3900 W. Century Blvd., Inglewood, CA 90303

APN 4032-001-039: 10004 S. Prairie Ave., Inglewood, CA 90303

APN 4032-001-048: 3915 W. 102nd St., Inglewood, CA 90303

APN 4032-001-049: 3940 W. Century Blvd., Inglewood, CA 90303

APN 4032-001-902: 3901 W. 102nd St., Inglewood, CA 90303

APN 4032-001-903: 3939 W. 102nd St., Inglewood, CA 90303

APN 4032-001-904: 10116 S. Prairie Ave., Inglewood, CA 90303

APN 4032-001-905: 3947 W. 102nd St., Inglewood, CA 90303

APN 4032-001-906: 10020 S. Prairie Ave., Inglewood, CA 90303

APN 4032-001-907: 10112 S. Prairie Ave., Inglewood, CA 90303

APN 4032-001-908: 10108 S. Prairie Ave., Inglewood, CA 90303

APN 4032-001-909: 3941 W. 102nd St., Inglewood, CA 90303

APN 4032-001-910: 10104 S. Prairie Ave., Inglewood, CA 90303

APN 4032-001-911: 3921 W. 102nd St., Inglewood, CA 90303

APN 4032-001-912: 3922 W. Century Blvd., Inglewood, CA 90303

APN 4032-001-913: 3930 W. Century Blvd., Inglewood, CA 90303

APN 4032-002-913: 3822 W. Century Blvd., Inglewood, CA 90303

APN 4032-002-914: 3831 W. 102nd St., Inglewood, CA 90303

APN 4032-002-915: 3843 W. 102nd St., Inglewood, CA 90303

APN 4032-002-916: 3851 W. 102nd St., Inglewood, CA 90303

APN 4032-002-917: 3821 W. 102nd St., Inglewood, CA 90303

APN 4032-003-914: 3700 W. Century Blvd., Inglewood, CA 90303

APN 4032-003-915: 3703 W. 102nd St., Inglewood, CA 90303

APN 4032-007-035: 3838 W. 102nd St., Inglewood, CA 90303

APN 4032-007-900: 3818 W. 102nd St., Inglewood, CA 90303

APN 4032-007-901: 3836 W. 102nd St., Inglewood, CA 90303

APN 4032-007-902: 3844 W. 102nd St., Inglewood, CA 90303

APN 4032-007-903: 3832 W. 102nd St., Inglewood, CA 90303

APN 4032-007-904: 3812 W. 102nd St., Los Angeles, CA 90303

APN 4032-007-905: 3850 W. 102nd St., Inglewood, CA 90303

APN 4032-008-001: 10200 S. Prairie Ave., Inglewood, CA 90303

APN 4032-008-002: 10204 S. Prairie Ave., Inglewood, CA 90303

APN 4032-008-006: 10226 S. Prairie Ave., Inglewood, CA 90303

APN 4032-008-035: 10212 S. Prairie Ave., Inglewood, CA 90303

APN 4032-008-900: 3910 W. 102nd St., Inglewood, CA 90303

APN 4032-008-901: 3926 W. 102nd St., Inglewood, CA 90303

APN 4032-008-902: 3900 W. 102nd St., Inglewood, CA 90303

APN 4032-008-903: 10220 S. Prairie Ave., Inglewood, CA 90303

APN 4032-008-904: 3930 W. 102nd St., Inglewood, CA 90303

APN 4032-008-905: 3920 W. 102nd St., Inglewood, CA 90303

APN 4032-008-907: 3940 W. 102nd St., Inglewood, CA 90303

APN 4032-008-908: 3936 W. 102nd St., Inglewood, CA 90303

APN 4034-004-027: 4000 W. Century Blvd., Inglewood, CA 90304

APN 4034-004-900: 4045 W. 101st St., Inglewood, CA 90304

APN 4034-004-901: 4037 W. 101st St., Inglewood, CA 90304

APN 4034-004-902: 4019 W. 101st St., Inglewood, CA 90304

APN 4034-004-903: 4039 W. 101st St., Inglewood, CA 90304

APN 4034-004-904: 4015 W. 101st St., Inglewood, CA 90304

APN 4034-004-905: 4040 W. Century Blvd., Inglewood, CA 90304

APN 4034-004-906: 4043 W. 101st St., Inglewood, CA 90304

APN 4034-004-907: 4046 W. Century Blvd., Inglewood, CA 90304

APN 4034-004-908: 4042 W. Century Blvd., Inglewood, CA 90304

APN 4034-004-909: 4032 W. Century Blvd., Inglewood, CA 90304

APN 4034-004-910: 4036 W. Century Blvd., Inglewood, CA 90304

APN 4034-004-911: 4033 W. 101st St., Inglewood, CA 90304

APN 4034-004-912: 4020 W. Century Blvd., Inglewood, CA 90304

APN 4034-004-913: 4026 W. Century Blvd., Inglewood, CA 90304

APN 4034-005-900: 10117 S. Prairie Ave., Inglewood, CA 90303

APN 4034-005-901: 4030 W. 101st St., Inglewood, CA 90304

APN 4034-005-902: 4043 W. 102nd St., Inglewood, CA 90304

APN 4034-005-903: 4037 W. 102nd St., Inglewood, CA 90304

APN 4034-005-904: 4031 W. 102nd St., Inglewood, CA 90304

APN 4034-005-905: 4018 W. 101st St., Inglewood, CA 90304

APN 4034-005-906: 4023 W. 102nd St., Inglewood, CA 90304

APN 4034-005-907: 4025 W. 102nd St., Inglewood, CA 90304

APN 4034-005-908: 4019 W. 102nd St., Inglewood, CA 90304

APN 4034-005-909: 4036 W. 101st St., Inglewood, CA 90304

APN 4034-005-910: 4044 W. 101st St., Inglewood, CA 90304

APN 4034-005-911: 4026 W. 101st St., Inglewood, CA 90304

APN 4034-005-912: 4022 W. 101st St., Inglewood, CA 90304

APN 4032-001-006: address n/a (vacant land)

APN 4032-001-033: address n/a (vacant land)

APN 4032-001-900: address n/a (vacant land)

APN 4032-001-901: address n/a (vacant land)

APN 4032-003-912: address n/a (vacant land)

APN 4032-004-913: address n/a (multi-family residential)

APN 4032-004-914: address n/a (multi-family residential)

APN 4032-008-034: address n/a (vacant land).

"Project Applicant" shall refer to Murphy's Bowl, LLC or Steve Ballmer, and their officers, principles, employees, representatives, agents, attorneys, experts and consultants.

"Email" includes, but is not limited to, correspondence to or from any email account through which any City business is being conducted, including but not limited to email accounts assigned by the City's Information Technology Agency to City officials, employees or consultants, and consistent with City of San Jose v. Superior Court of Santa Clara County, each and every personal email account outside the City's email system upon which any City business has been conducted.

"Text messages" includes, but is not limited to, correspondence to or from any communications device of the City or a City official, employee or consultant's personal communications device over which text messages may have been sent or received and stored which are City business.

"Meeting Notes" includes, but is not limited to any personal handwritten or electronic notes maintained by any City employee, contractor, or agent, regardless of the ownership of the media.

"Exchanged between" shall mean the passing of a document from one person to another by any means of transmission or delivery.

"Document," as defined in Govt. Code § 6252(g), shall mean any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail, message texting or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored.

Please note that Documents and Emails includes, but is not limited to, correspondence to or from any email account through which any public business is conducted, including but not limited to **personal or otherwise private email accounts belonging to government officials, employees or consultants**, pursuant to the California Supreme Court's recent decision in City of San Jose v. Superior Court (2017) 2 Cal.5th 608. This also includes text messages on any public or private device on which discussions about the Project and other public matters was discussed. **Please ensure that you have secured and produced all such personal or otherwise private emails and texts.** Therefore, we are also requesting that all relevant officials, employees and agents **preserve intact under a litigation hold** all such "personal" and official emails and text messages, and not to destroy, delete, allow to be automatically purged, or otherwise to engage in or permit spoliation of such evidence. To the extent that such emails or texts have been deleted, purged or otherwise spoliated, we demand that the holders of these devices immediately be informed that they must take all efforts to retrieve any deleted or otherwise purged emails and texts, and make all efforts to retrieve and preserve them. **Please confirm that you will do so.**

The public records requests include:

(1) All documents that refer or relate to historic oil well operations on any portion of the Project site (defined above), including but not limited to contamination issues, properly or improperly capped or abandoned oil wells, and any and all communications that refer or relate thereto, including

but not limited to with Division of Oil, Gas, and Geothermal Resources ("DOGGR") and California Geological Energy Management ("CalGEM").

(2) All documents that refer or relate to hazardous wastes generation, hauling, disposal, recognized environmental conditions (REC), remedial actions, cleanups, contamination, No Further Action letters, Underground Storage Tanks and/or leaks at the Project site and within ½-mile radius of any point of the Project site, including but not limited to communications with the Department of Toxic Substances Control ("DTSC").

(3) All documents from January 1, 2016 through the date of your response to this request that refer or relate to or are communications with the Inglewood Unified School District concerning the Project, including but not limited to communications with the City, Project Applicant, ESA (preparer of the Project EIR) and other environmental consultants, their agents, attorneys, experts, and representatives.

(4) All documents that refer or relate to methane zone or methane buffer zone, methane testing or methane leaks at the Project site and within a 1000-foot radius thereof.

(5) All documents that are, refer, or relate to Phase I, Phase II, or any supplemental Environmental Site Assessment or soil testing of any and all lots within the Project site.

(6) All daily calendars of meetings of the Mayor and Councilmembers, and City Manager, from January 1, 2016 through the date of your response to this request.

(7) All documents that are, refer or relate to communications about the potential use of eminent domain for or in furtherance of the Project, including but not limited to all such documents between, among and/or including the City on the one hand, and the Project Applicant [as defined above] on the other hand, from January 1, 2016 through the date of your response to this request. Please note that Citizens for Ceres holds that communications between the City and the Applicant, and/or their respective counsel, are not privileged and must be produced. Citizens for Ceres v. Superior Court (2013) 217 Cal.App.4th 889, 922. Accordingly, you may

not withhold any documents exchanged between, to/from or including the City and the Project Applicant.[1]

(8) All documents that are, refer or relate to communications about vacant and or cleared land within the Project site and their acquisition by the City, from January 1, 2015 through the date of your response to this request.

(9) All documents that are, refer or relate to communications about Federal Aviation Administration (FAA) noise mitigation grant, conditions and requirements for the grant, and any of the Project sites that the City purchased with the FAA grant funds.

(10) All documents that are, refer or relate to communications about noise reduction projects and funding therefor within a ½-mile radius of the Project site, from January 1, 2016 through the date of your response to this request.

(11) All documents, from January 1, 2020 through the date of your response to this request, that are, refer, or relate to communications with Metro, CalDOT, Caltrans, and LA Public Works, including but not limited to issues related to the Crenshaw Line operation, metro stations, timelines and delays in their construction, grade separation activities, and shuttle services and/or bus/shuttle schedules to/from the Project site.

(12) All documents, from January 1, 2017 through the date of your response to this request that are, refer, or relate to CA Public Records Act requests and/or FOIA requests, and responses and document productions in response thereto, related to the IBEC Project and/or Murphy's Bowl, filed or requested by or on behalf of MSG (and all affiliated persons and entities), IRATE, or any other person or entity, as well as all records responsive to any outstanding CPRA requests to the City that were otherwise

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[1] This principle and admonition applies to ALL documents and communications between the City, as broadly defined above, and the Applicant, as broadly defined above. No pre-Project-approval documents to, from, between, among, or including them may be withheld. This applies to all of the requests contained in this letter.

Please confirm that you are not withholding or redacting any such documents and/or communications, or parts of such documents and/or communications.

resolved/ended pursuant to the Settlement Agreement authorized by the City Council on March 24, 2020 during the closed-door session.

(13) All documents, contracts, communications about or with or including Overland, Pacific and Cutler related to the IBEC project.

(14) All documents (and communications) from January 1, 2019 through the date of your response to this request, that are, refer, or relate to documents or records that were flagged or requested to be removed from the administrative record by any person or entity, [redacted] and further all documents that were actually removed from the draft/running administrative record.

(15) All documents and communications that refer or relate to the City's practices and procedures regarding the editing of the recordings, including audio and video, of City Council and other City government hearings or meetings.

(16) All documents and communications that refer or relate to the editing of video- and/or audio-recordings of the City Council and other administrative hearings related to the IBEC Project, including but not limited to the recording of the March 24, 2020 City Council hearing.

(17) All documents – in their unredacted form – that were ordered sealed in MSG Forum, LLC v. City of Inglewood, et al., Case No. YC072715, as well as all other documents that were sealed, including the discovery referee's reports.

(18) All documents from January 1, 2016 through the date of your compliance with this request which refer, relate to, or are any communications exchanged between or including any member of the City Planning Department, including but not limited to the planner(s) assigned to this Project, and any principal, owner, employee, agent, consultant or attorney representing Murphy's Bowl, LLC or ESA (or any entity linked to the IBEC Project), including but not limited to any and all staff reports, including drafts and documents in Planner "working files," "screen check EIR documents and drafts, studies, photographs, memoranda and internal

memoranda, agenda items, agenda statements, correspondence, emails, attachments to emails, notes, photos, and audio and/or video recordings.

(19) All documents from January 1, 2016 through the date of your compliance with this request, that are not currently posted online in the draft/running administrative record, which refer or relate to the Project, including but not limited to any and all staff reports, including drafts and documents in Planner "working files," studies, photographs, memoranda and internal memoranda, agenda items, agenda statements, correspondence, emails, attachments to emails, notes, photos, and audio and/or video recordings.

(20) All objection and/or comment letters, emails and other communications through the date of your compliance with this request, that are not currently posted online in the draft/running administrative record, regarding the Draft Environmental Impact Report for the Inglewood Basketball and Entertainment Center (IBEC) project at any time, including but not limited to all objection and/or comment letters, emails or other communications related to or in response to any and all Notices of Preparation and any other preliminary CEQA documents for the Inglewood Basketball and Entertainment Center (IBEC) project.

(21) All documents from January 1, 2016 through the date of your compliance with this request that (i) are, refer or relate to, and/or that (ii) are communications with, between, among and/or including the City on the one hand, and the Project Applicant [as defined above], including ESA (the IBEC EIR preparer) on the other hand, which refer or relate to:

(a) The Project;

(b) The Project Draft EIR and Final EIR;

(c) The Project's land use applications and review;

(d) The Forum, Madison Square Garden, MSG Forum, LLC, and any of their officers, owners, members, principals, attorneys, agents, or representatives;

(e) Kenneth or Dawn Baines, and/or Let's Have a Cart Party, and/or

(f) 10212 S. Prairie Ave., Inglewood;

(g) APN No. 4032-008-035;

(h) Robert Silverstein or The Silverstein Law Firm;

(i) Latham & Watkins, including but not limited to Benjamin Hanelin and Maria Pilar Hoye;

(j) Chatten, Brown & Carstens, including but not limited to Douglas Carstens;

(k) Nielsen, Merksamer, Parrinello, Gross & Leoni, including but not limited to Arthur G. Scotland, Sean P. Welch, Kurt R. Oneto, Hilary J. Gibson;

(l) Document(s) the Mayor signed on March 24, 2020,, including but not limited to the tri-party and/or settlement agreements (**signed** versions), as well as staff reports, communications, internal and external memo, correspondence and other documents that refer or relate to said settlement agreement;

(m) Federal Aviation Administration noise mitigation grant, conditions and requirements for the grant, and documents related to the City's purchase of any lots included in the Project with that grant;

(n) Capitol building annex project, annex project related work, or the state office building project, environmental leadership development project, or leadership project;

(o) Requests for extension of public comment period due to the COVID 19 situation; communications re publishing of the notice of extension or its circulation;

(p) All unredacted versions of letters or text messages, which are redacted in the public record, including but not limited to those dated March 24, 2020 and thereafter;

(q) Leases or any types of agreements between the Project Applicant and the City, including exclusive negotiating agreements and their amendments;

(r) Amendments to the General Plan, including but not limited to amendments to the Land Use, Circulation, Safety Elements and adoption of the Environmental Justice Element, as well as the Project's inconsistency with the General Plan;

(s) Amendments to the Inglewood International Business Park Specific Plan, including but not limited to the exclusion of Project parcels from the Specific Plan, the Project's inconsistency with the Specific Plan, and the Specific Plan itself.

(22) All documents that are, refer or relate to communications about the Billboard Project, Case No. EA-MND-2019 or its MND, its Applicant WOW Media, Inc., PlaceWorks environmental document preparer, their representatives, IBEC Project Applicant, their agents, officers, attorneys, from January 1, 2016 through the date of your compliance with this request. The requested records include records about any and all approvals, notices of approvals or determination, as well as records about the lots on which the billboard signs are proposed to be installed and communications about vacating any of those lots or City/public right of way and including those in or part of the IBEC Project.

(23) The administrative record (AR) certified by the City and lodged in the Case of Inglewood Residents Against Takings and Evictions v. Successor Agency To The Inglewood Redevelopment Agency, et al., LASC Case No. BS174709.

Please produce all responsive documents to each item in the same organization as listed above.

I draw your attention to Government Code § 6253.1, which requires a public agency to assist the public in making a focused and effective request by: (1) identifying records and information responsive to the request; (2) describing the information technology and physical location of the records; and (3) providing suggestions for overcoming any practical basis for denying access to the records or information sought.

If you determine that any information is exempt from disclosure, I ask that you reconsider that determination in view of Proposition 59 which amended the State Constitution to require that all exemptions be "narrowly construed." Proposition 59 may modify or overturn authorities on which the City has relied in the past.

If you determine that any requested records are subject to a still-valid exemption, I request that you exercise its discretion to disclose some or all of the records notwithstanding the exemption and with respect to records containing both exempt and non-exempt content, you redact the exempt content and disclose the rest. Should you deny any part of this request, you are required to provide a written response describing the legal authority on which you rely.

Please be advised that Government Code § 6253(c) states in pertinent part that the agency "shall promptly notify the person making the request of the determination **and the reasons therefore**." (Emphasis added.) Section 6253(d) further states that nothing in this chapter "shall be construed to permit an agency to delay or obstruct the inspection or copying of public records. The **notification of denial** of any request for records required by Section 6255 shall set forth the names and titles or positions of each person responsible for the denial."

Additionally, Government Code § 6255(a) states that the "agency shall justify withholding any record by demonstrating that the record in question is exempt under expressed provisions of this chapter or that on the facts of the particular case the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record." (Emphasis added.) This provision makes clear that the agency is required to justify withholding any record **with particularity as to "the record in question.**" (Emphasis added.)

Please clearly state in writing pursuant to Section 6255(b): (1) if the City is withholding any documents; (2) if the City is redacting any documents; (3) what documents the City is so withholding and/or redacting; and (4) the alleged legal bases for withholding and/or redacting as to the particular documents. It should also be noted that to the extent documents are being withheld, should those documents also contain material that is not subject to any applicable exemption to disclosure, then the disclosable portions of the documents must be segregated and produced.

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, including all applications, in their electronic format (i.e., pdf soft copies).

I further request that **no** IBEC Project approvals or EIR certification occur **until** we have been provided all records responsive to our CPRA requests herein, as well as to our prior CPRA requests on April 22 (to Public Works) and April 23, 2020 (re minutes and notes of the closed session), June 4, 2020 (March 24, 2020 hearing video/audio recordings and all signed documents) and on June 8, 2020 (re redevelopment plan issues) **with sufficient advance time** to review the produced records.

If the documents exist in electronic form, we ask that you provide copies on a disk or flashdrive at cost. For any non-electronic documents, if the copy costs for those documents do not exceed $500, please make the copies and bill this office. If the copy costs exceed $500, please promptly contact us in advance to arrange a time and place where we can inspect the records.

As required by Government Code § 6253, please respond to this request within ten days. Because we are emailing this request on June 11, 2020, please ensure that your response is provided to us by no later than **June 21, 2020**. Thank you.

Very truly yours,

/s/ Robert Silverstein

ROBERT P. SILVERSTEIN
FOR
THE SILVERSTEIN LAW FIRM, APC

RPS:vl
Encls.

EXHIBIT 1

CITY OF INGLEWOOD

OFFICE OF THE CITY ATTORNEY

Inglewood All-America City 2009

DATE: May 19, 2020

TO: Mayor and Council Members

FROM: Office of the City Attorney

SUBJECT: **Fourth Amendment to CEQA Funding Agreement No. 18-055 with Murphy's Bowl LLC, to Fund the Costs of certain Legal Activities and Services Required or Contemplated by that certain Amended and Restated Exclusive Negotiating Agreement (ENA) Performed by Remy Moose Manley, LLP at the Request and on the Behalf of the City with Regard to the Proposed Development of a National Basketball Association Arena and Associated Facilities (Project) Near the Intersection of Prairie Avenue and Century Boulevard**

RECOMMENDATION:

It is recommended that the Mayor and Council Members take the following actions:

1. Approve the Fourth Amendment to CEQA Funding Agreement No. 18-055 with Murphy's Bowl, LLC to include an additional $96,133.59 to cover costs of certain Legal activities and services (Phase II) provided by third party consultant at the request and on behalf of the City with regard to the proposed development of a National Basketball Association Arena and associated facilities (Project) near the intersection of Prairie Avenue and Century Boulevard; necessary to provide certain environmental and legal services on behalf of the City as required and/or contemplated by the Exclusive Negotiating Agreement;
2. Approve the Fourth Amendment to Agreement No. 18-058 with Remy Moose Manley, LLP (RMM) to include an additional $96,133.59 for Phase II scope of services performed outside of the agreement; and
3. Adopt a resolution amending the Fiscal Year 2019-2020 Budget.

BACKGROUND:

On August 15, 2017, the City Council, the City of Inglewood as Successor Agency to the Former Inglewood Redevelopment Agency, and the Inglewood Parking Authority approved an Amended and Restated Exclusive Negotiating Agreement (ENA) with Murphy's Bowl LLC.

On December 19, 2017, the City Council approved CEQA Funding Agreement No. 18-055 (Murphy's Bowl LLC), Professional Services Agreement No. 18-058 (Remy Moose Manley, "RMM") and other third party consultants agreements, which were necessary to fund certain costs of environmental implementation activities and environmental legal services with regard to the proposed development of a National Basketball Association arena and associated facilities (the "Project").

On April 10, 2018, the City Council approved a First Amendment to CEQA Funding Agreement No. 18-055 with Murphy's Bowl LLC, and other third party consultants for certain environmental work being done on the City's behalf and requested by the City.

On July 23, 2019, the City Council approved a Second Amendment to CEQA Funding Agreement No. 18-055 and other third party consultants for certain environmental work being done on the City's behalf and requested by the City.

On November 19, 2019, the City Council approved an Amended and Restated Second Amendment to CEQA Funding Agreement No. 18-055, along with a Second Amendment to Agreement No. 18-058 (RMM), and other third party consultants for certain environmental work being done on the City's behalf and requested by the City.

On December 17, 2019, the City Council approved a Third Amendment to CEQA Funding Agreement No. 18-055 with Murphy's Bowl LLC to include an additional $1,616,958.60 to cover certain City costs and activities associated with the Phase III Scope of Services provided by third party consultants necessary to provide certain environmental and legal services on behalf of the City as required and/or contemplated by the ENA.

DISCUSSION:
Pursuant to the terms of the ENA, the City is charged with performing certain implementation activities with respect to the negotiation and preparation of a disposition and development agreement for the proposed development of the Project. When the City does not have the specific expertise to carry out all of its ENA obligations, it hires certain third party consultants to perform or provide such implementing obligations.

Pursuant to such third party hiring and assistance, City staff and the consultant team began preparation of the environmental documentation in December 2017. On February 20, 2018, the City released the Notice of Preparation of an Environmental Impact Report for the Project.

As indicated above, on November 19, 2019, City Council approved an Amended and Restated Second Amendment to the CEQA Funding Agreement to cover certain additional consultant costs associated with the Phase II work. This fourth amendment is needed to cover work authorized by the City for certain environment services, requested by the City, and provided by Remy Moose Manley but exceeded the allotted compensation of Agreement No. 18-058, in the amount of $96,133.59.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Based upon approval of this Fourth Amendment to CEQA Funding Agreement and adoption of the resolution amending the Fiscal Year 2019-2020 budget for $96,133.59; Murphy's Bowl LLC will deliver funds in the amount of $96,133.59 to be deposited into Fund Account Code No. 300.100.A002. Consultant invoices will continue to be paid from Account No. 300.1 00.A002.44860 (Contract Services).

LEGAL REVIEW VERIFICATION:
Administrative staff has verified that the legal documents accompanying this report have been reviewed and approved by the Office of the City Attorney.

BUDGET REVIEW VERIFICATION:
Administrative staff has verified that this report in its entirety, has been submitted to, reviewed and approved by the Budget Division.

FINANCE REVIEW VERIFICATION:
Administrative staff has verified that this report in its entirety, has been submitted to, reviewed and approved by the Finance Department.

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 - Fourth Amended Agreement with Murphy's Bowl
Attachment No. 2 - Fourth Amended Agreement with Remy Moose Manley, LLP
Attachment No. 3 - Resolution

APPROVAL VERIFICATION SHEET

PREPARED BY:
Kenneth R. Campos, City Attorney

COUNCIL PRESENTER:
Kenneth R. Campos, City Attorney

DEPARTMENT HEAD APPROVAL: _____
Kenneth R. Campos, City Attorney

CITY MANAGER APPROVAL: _____
Artie Fields, City Manager

THIS FOURTH AMENDMENT TO AGREEMENT NO.: 18-058 is made and entered into this _____ day of_____, 2020, by and between the CITY OF INGLEWOOD (hereinafter referred to as the "City"), a municipal corporation, located at One Manchester Boulevard, Inglewood, California 90301; and REMY MOOSE MANLEY, LLP (hereinafter referred to as "Special Counsel") a law firm with its principal place of business located at 555 Capitol Mall, Suite 800, Sacramento, California 95814.

RECITALS

WHEREAS, on December 19, 2017, the City entered into Agreement No.: 18-058 with Special Counsel to provide certain legal services with respect to the preparation of environmental documentation pertinent to that certain Amended and Restated ENA dated August 15, 2017 by and among the City of Inglewood, City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency, the Inglewood Parking Authority and Murphy's Bowl and the proposed development of the Clippers arena project (the "Project"); and

WHEREAS, on April 9, 2019, the City and Special Counsel requested that Special Counsel provide additional legal service pursuant to that certain First Amendment to Agreement No.: 18-058; and

WHEREAS, on November 19, 2019, the City and Special Counsel entered into that certain Second Amendment to Agreement No.: 18-058 extending the term of Agreement No.: 18-058; and

WHEREAS, on December 17, 2019, the City and Special Counsel entered into a Third Amendment to Agreement No.: 18-058 which expanded the scope of services and correspondingly increased the amount of compensation necessary for Special Counsel to provide the expanded legal services requested and required for the Project.

WHEREAS, in its effort to completely perform this expanded work, Special Counsel was requested and required by the City to do additional work which resulted in it exceeding the total amount of l compensation provided for in the Agreement No.:18-058, as amended; and

WHEREAS, this Fourth Amendment to Agreement No.: 18-058 will authorize the payment of additional compensation for said additional services (as listed in the attached Exhibit A).

NOW THEREFORE, the City, and the Special Counsel (hereinafter referred to collectively as the "Parties") hereto mutually agree as follows:

SECTION: 1

ARTICLE 5 - COMPENSATION

Agreement **No.: 18-058** shall be amended to add an additional not-to-exceed amount of ninety-six thousand one hundred and thirty-three dollars and fifty-nine cents ($96,133.59) for legal services provided to the City as identified in Exhibit "A." Said Exhibit is incorporated herein by this reference as if set forth in full. The total amount to date for Agreement **No.: 18-058** is:

AGREEMENT	AMOUNT
Agreement **No.: 18-058**	$325,000.00
Amendment One	$225,000.00
Amendment Two	$352,000.00
Amendment Three	$432,000.00
Amendment Four	$96,133.59
Grand Total	$1,430,133.59

SECTION: 2

Except as changed by this Fourth Amendment, all other terms and provisions of Agreement **No.: 18-058**, its Exhibits and Attachments, shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD	**REMY MOOSE MANLEY, LLP**
_____	_____
James T. Butts, Jr., Mayor	**Whitman F. Manley, Esq.** Special Counsel
ATTEST:	**APPROVED AS TO FORM:**
_____	_____
Yvonne Horton, City Clerk	**Kenneth R. Campos,** City Attorney

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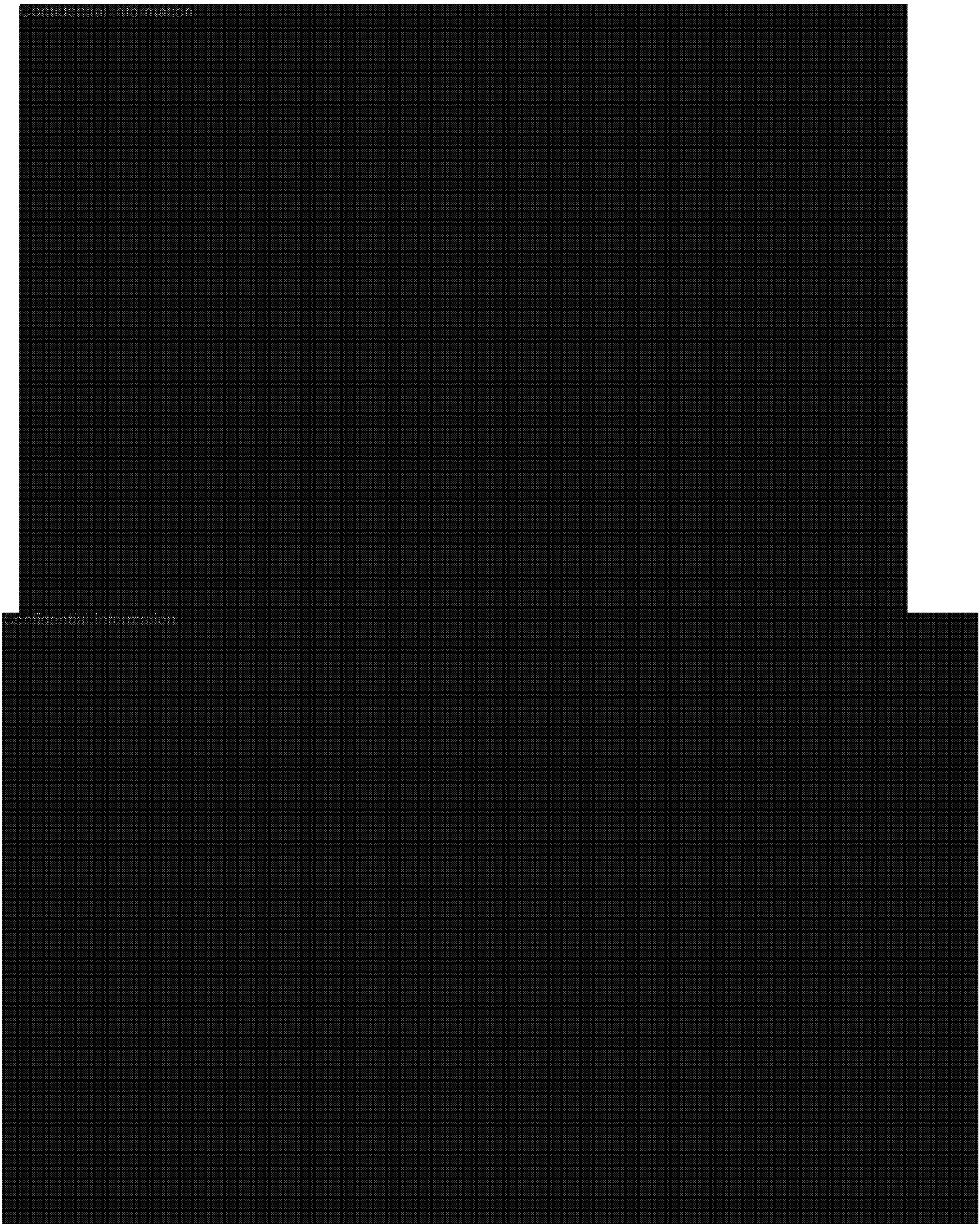
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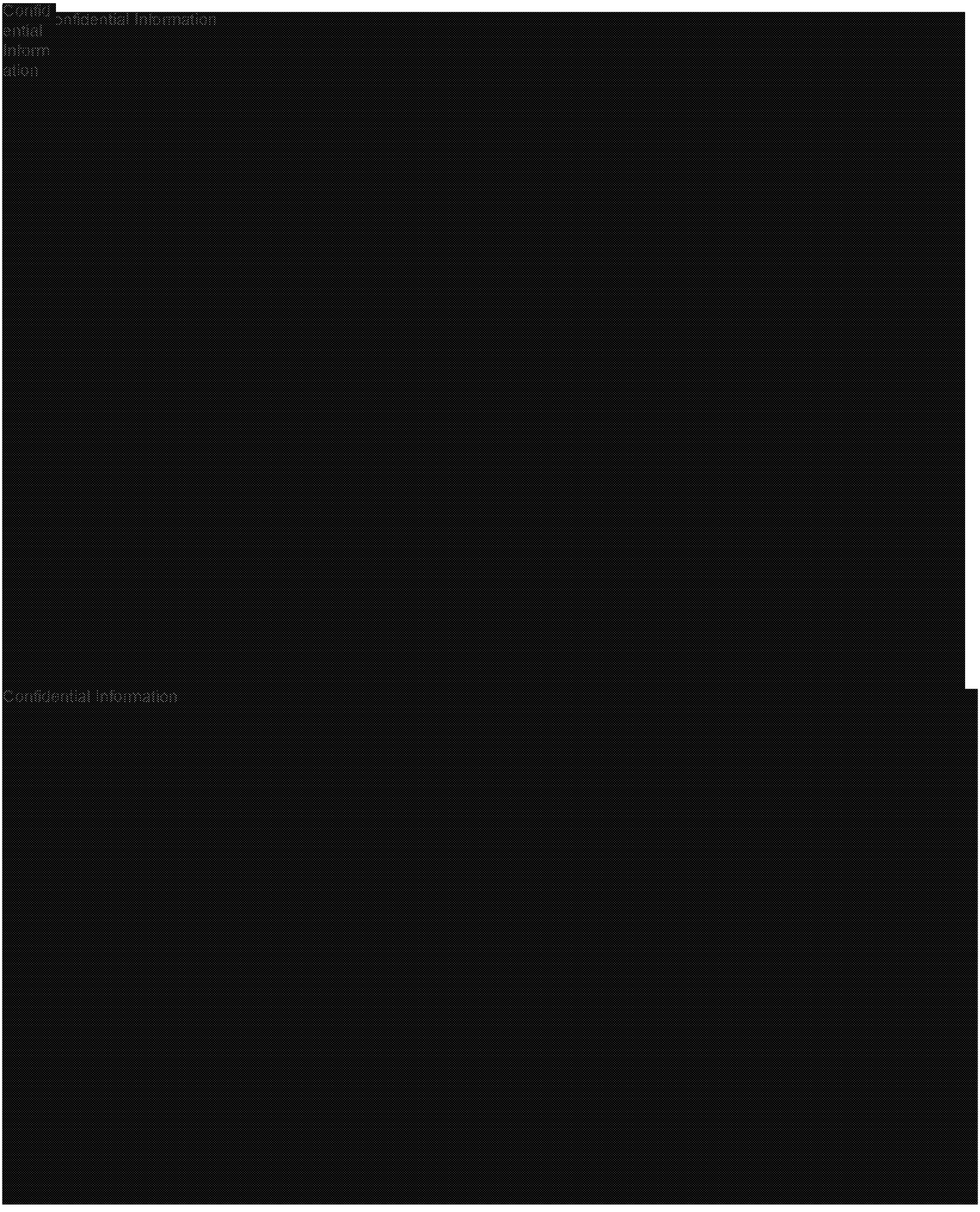
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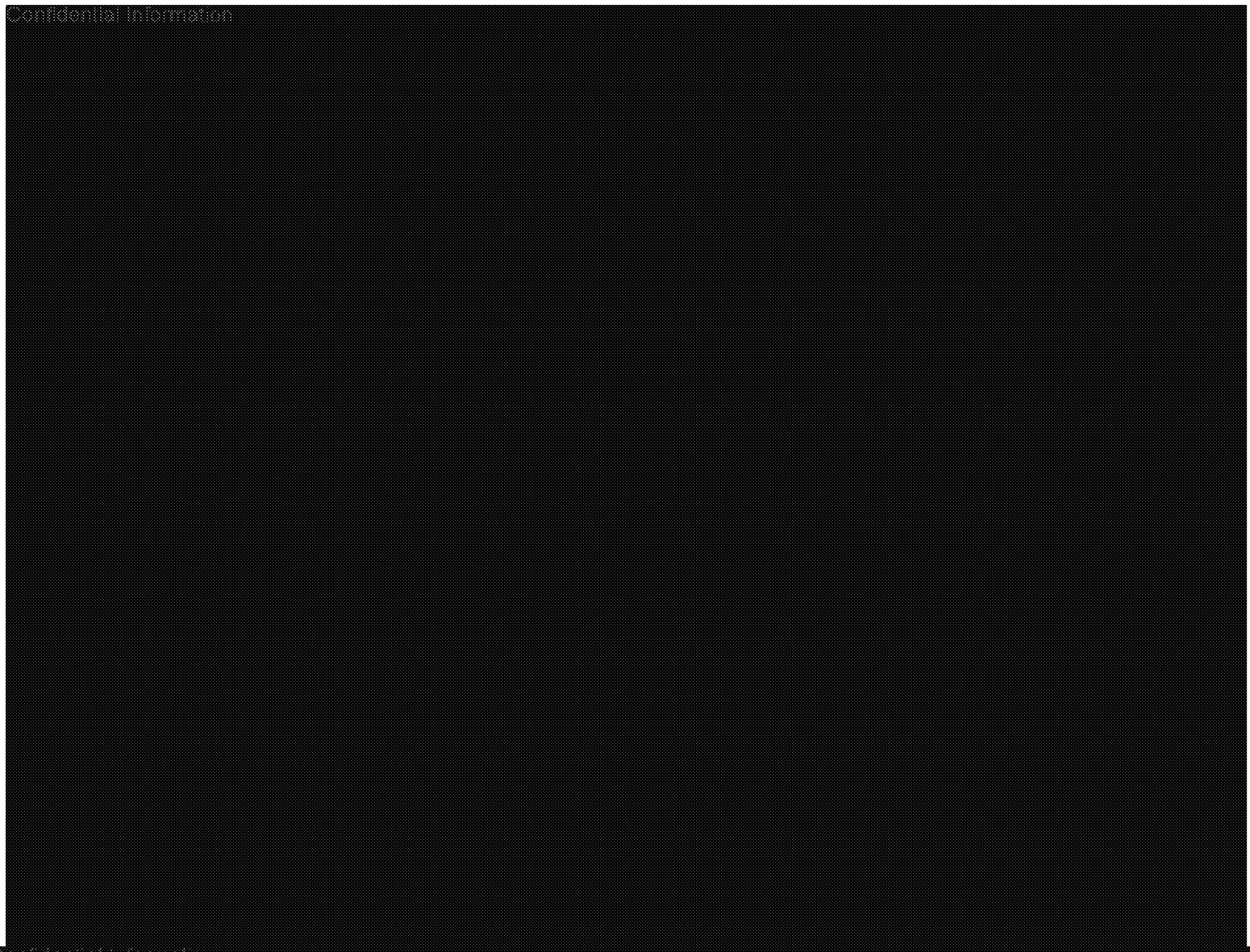
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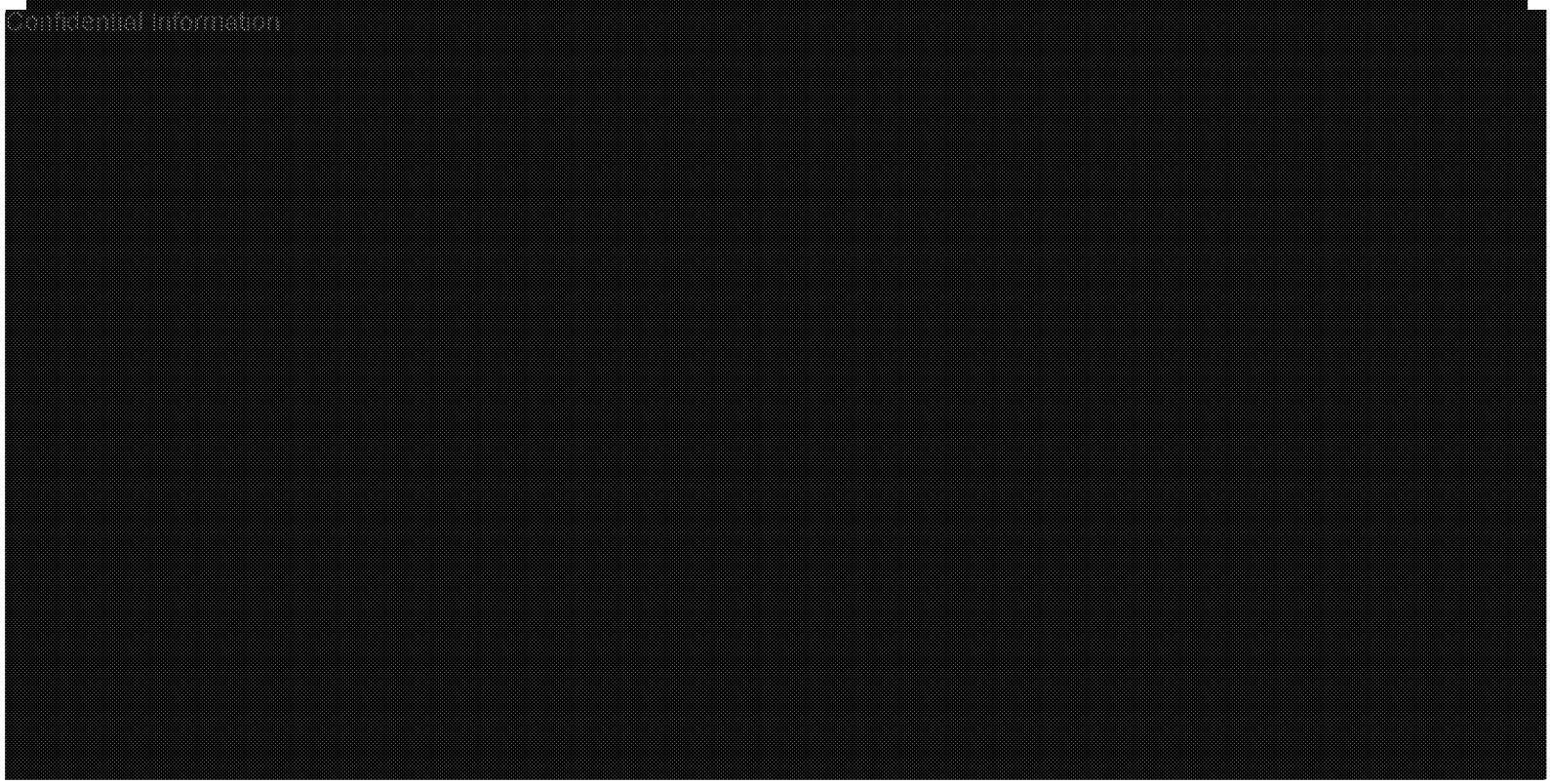
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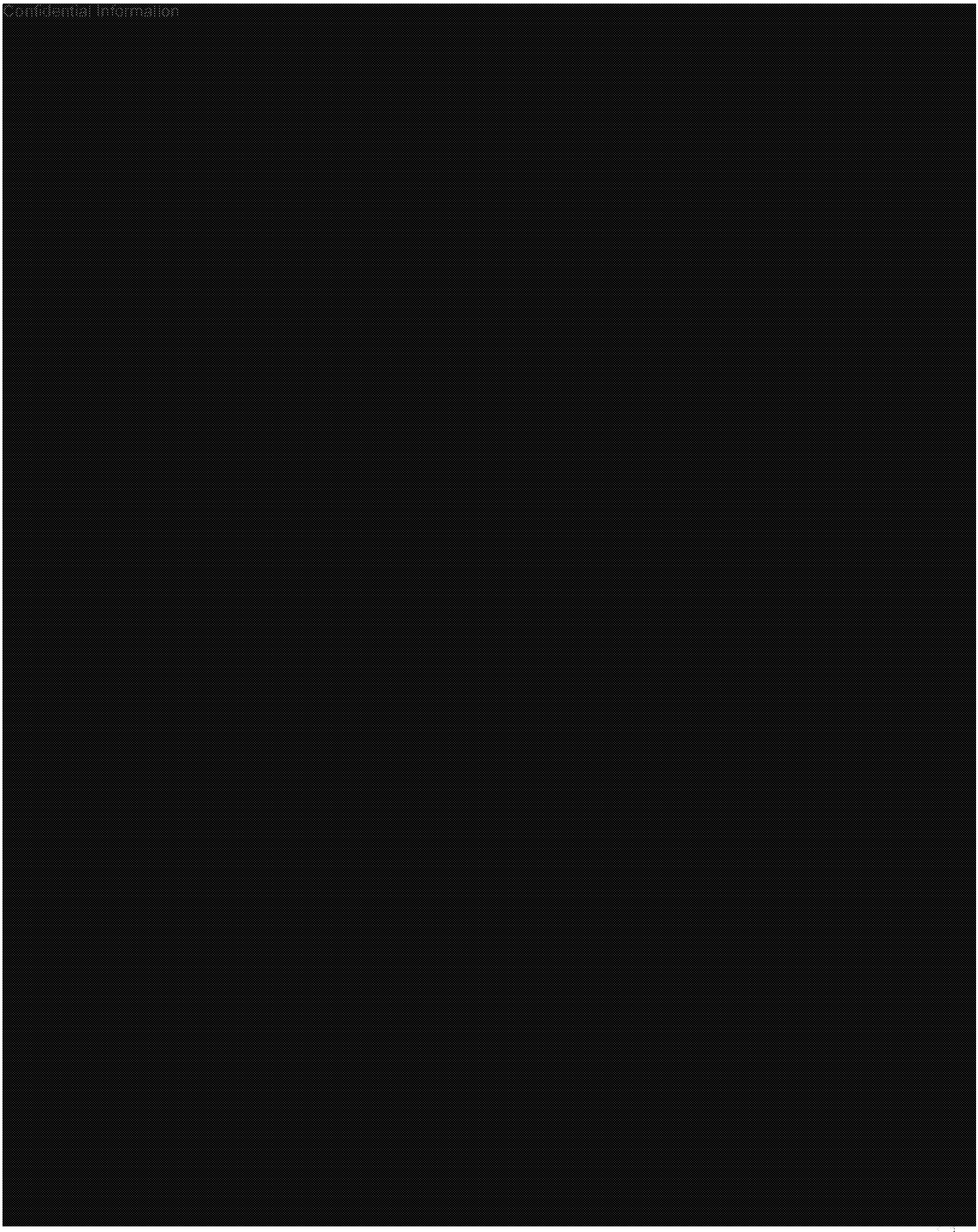
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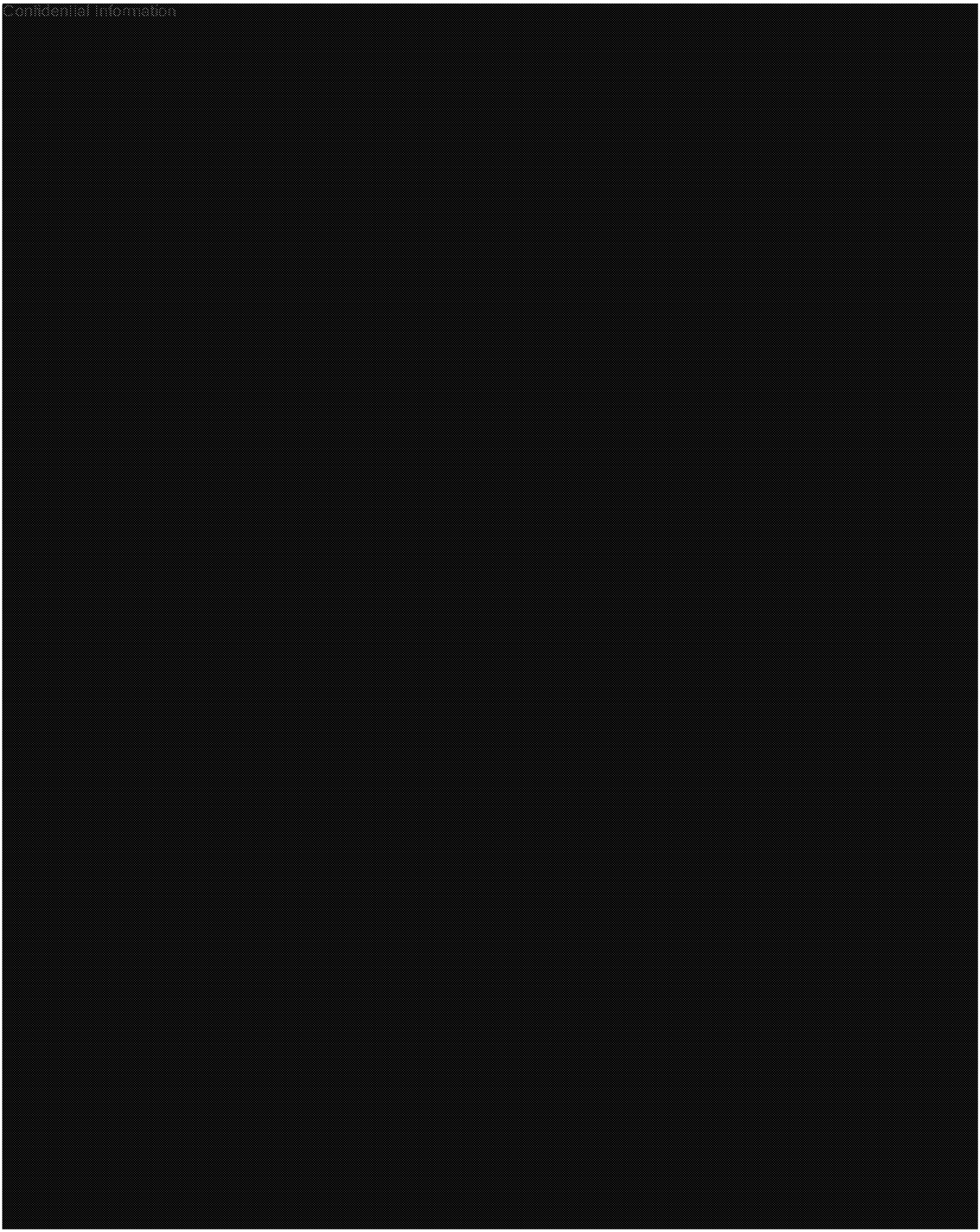
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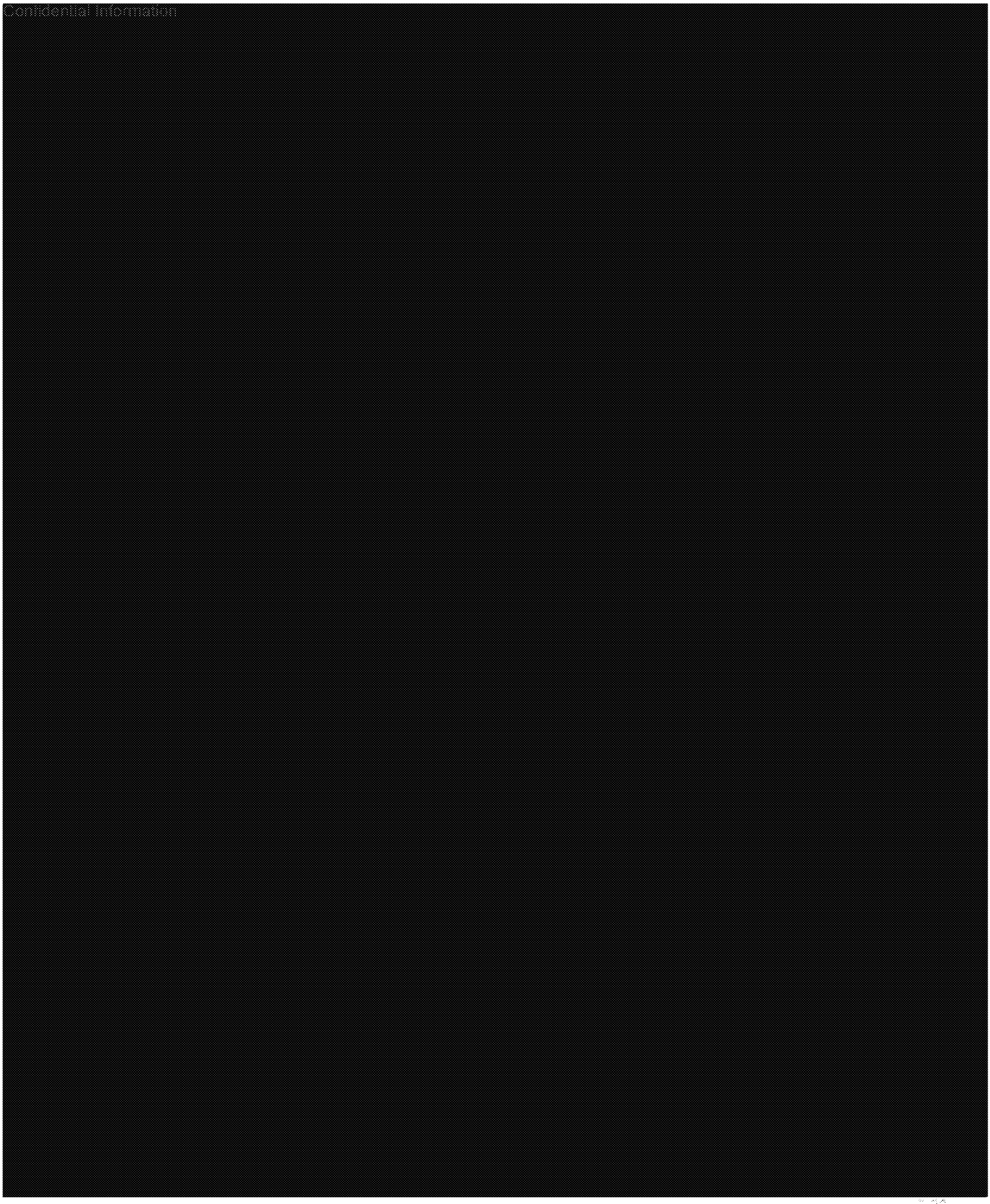
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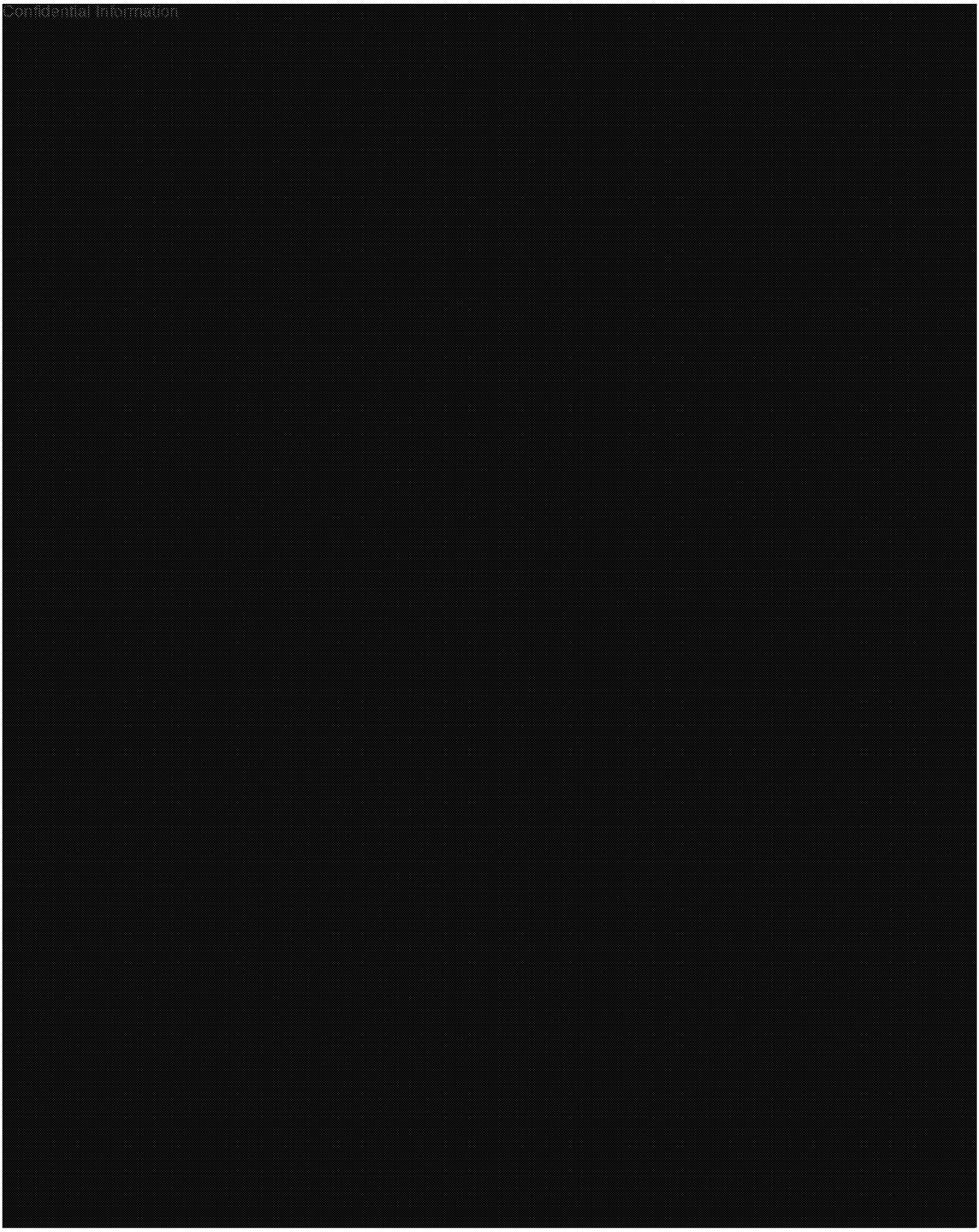
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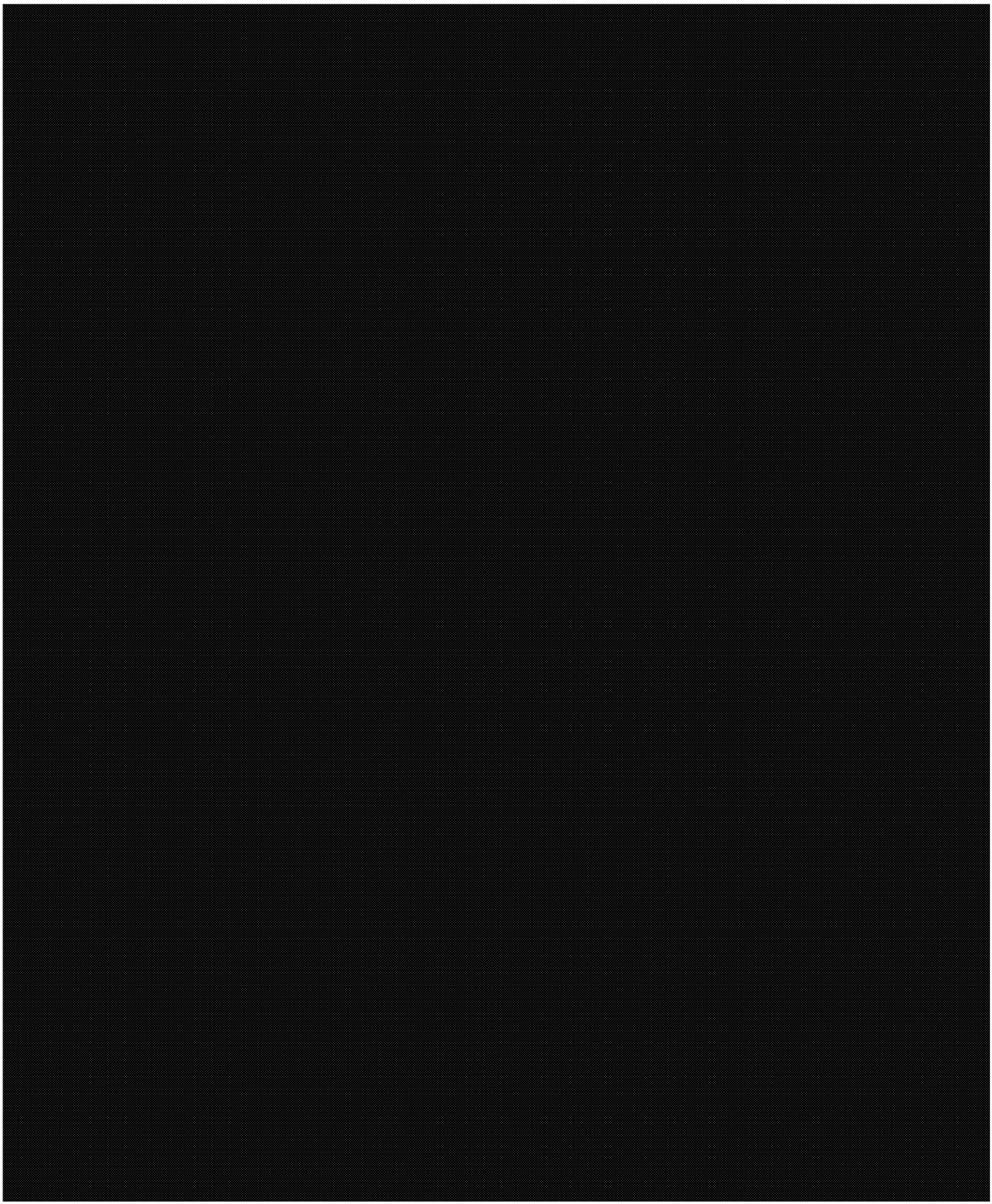

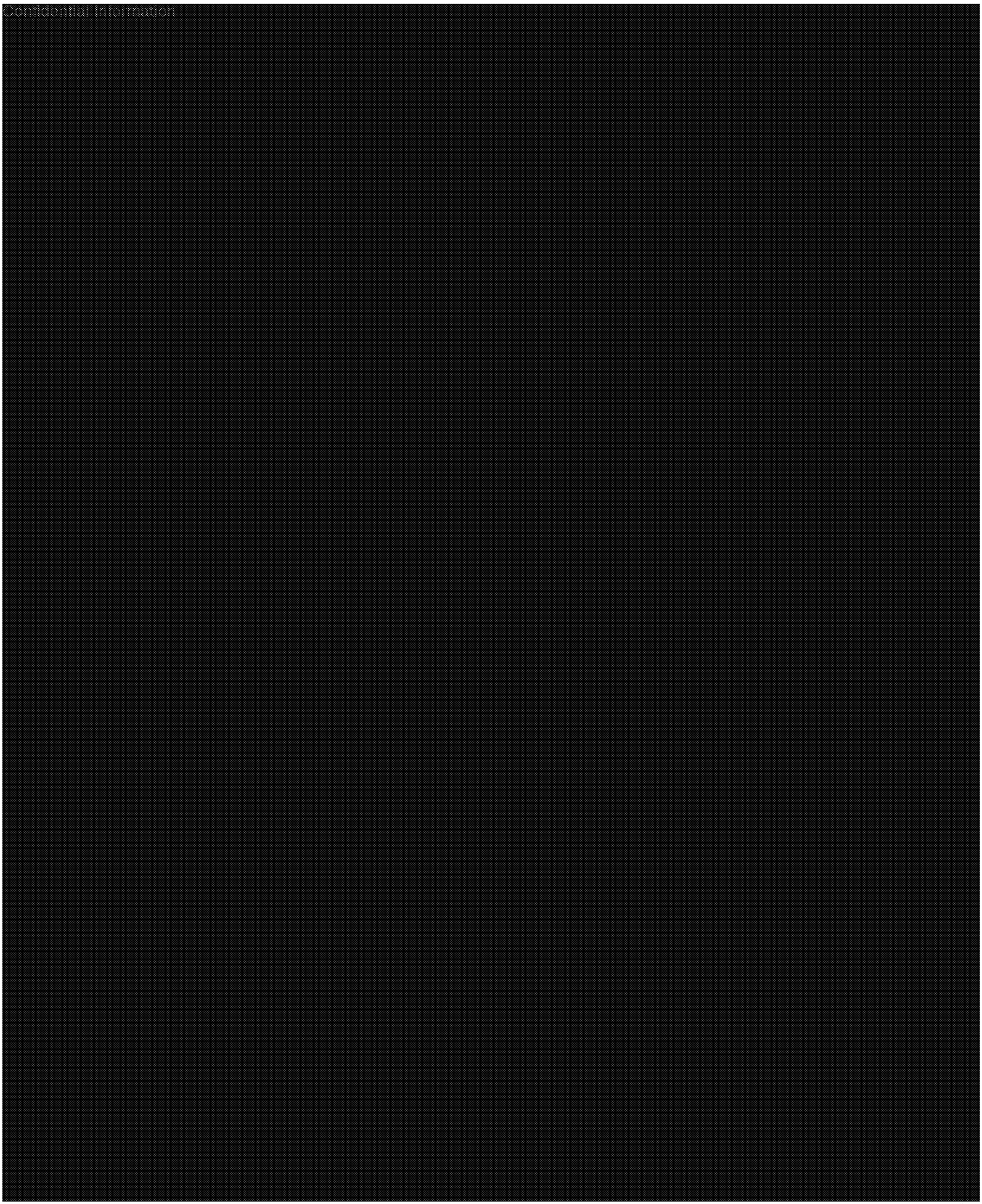
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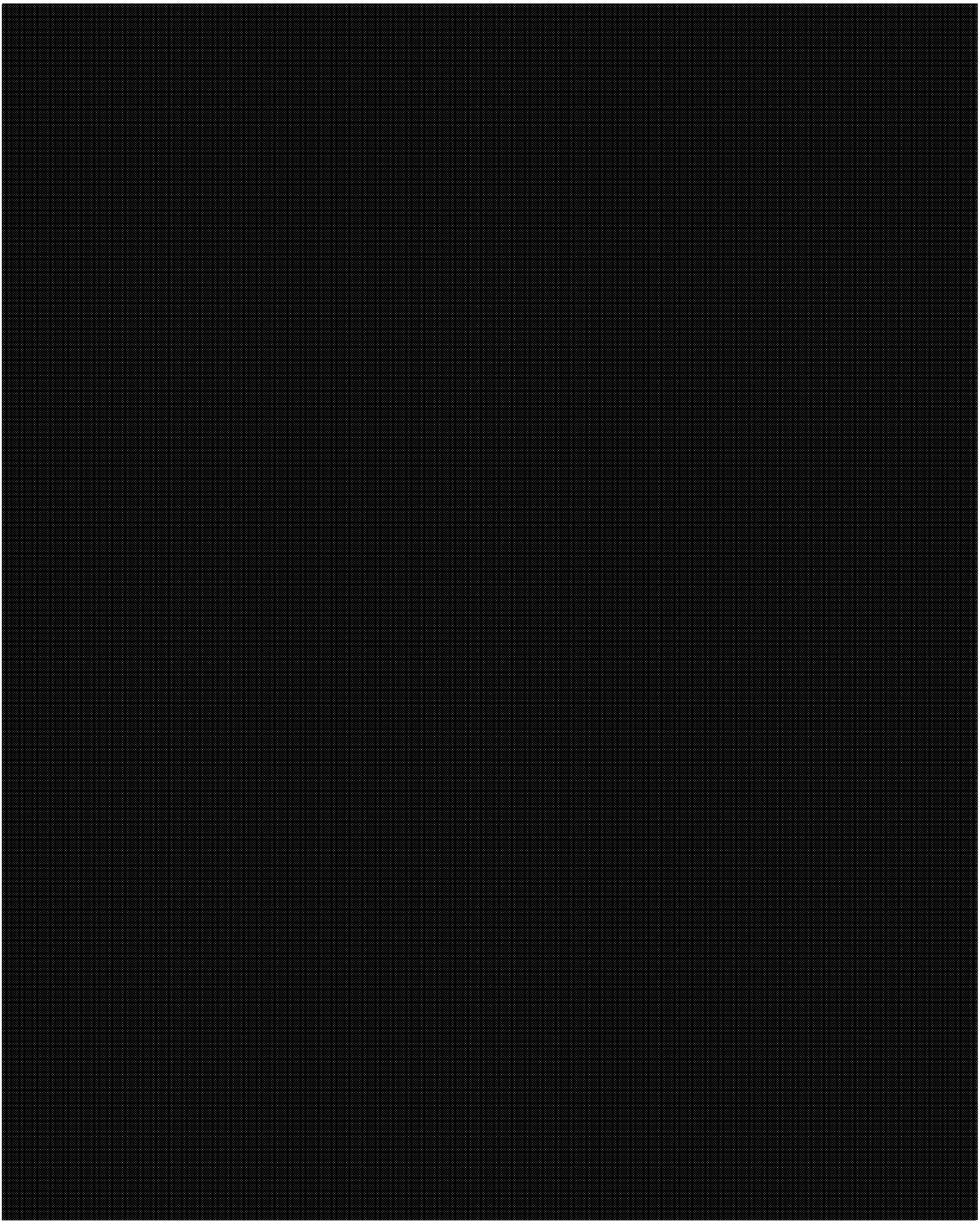

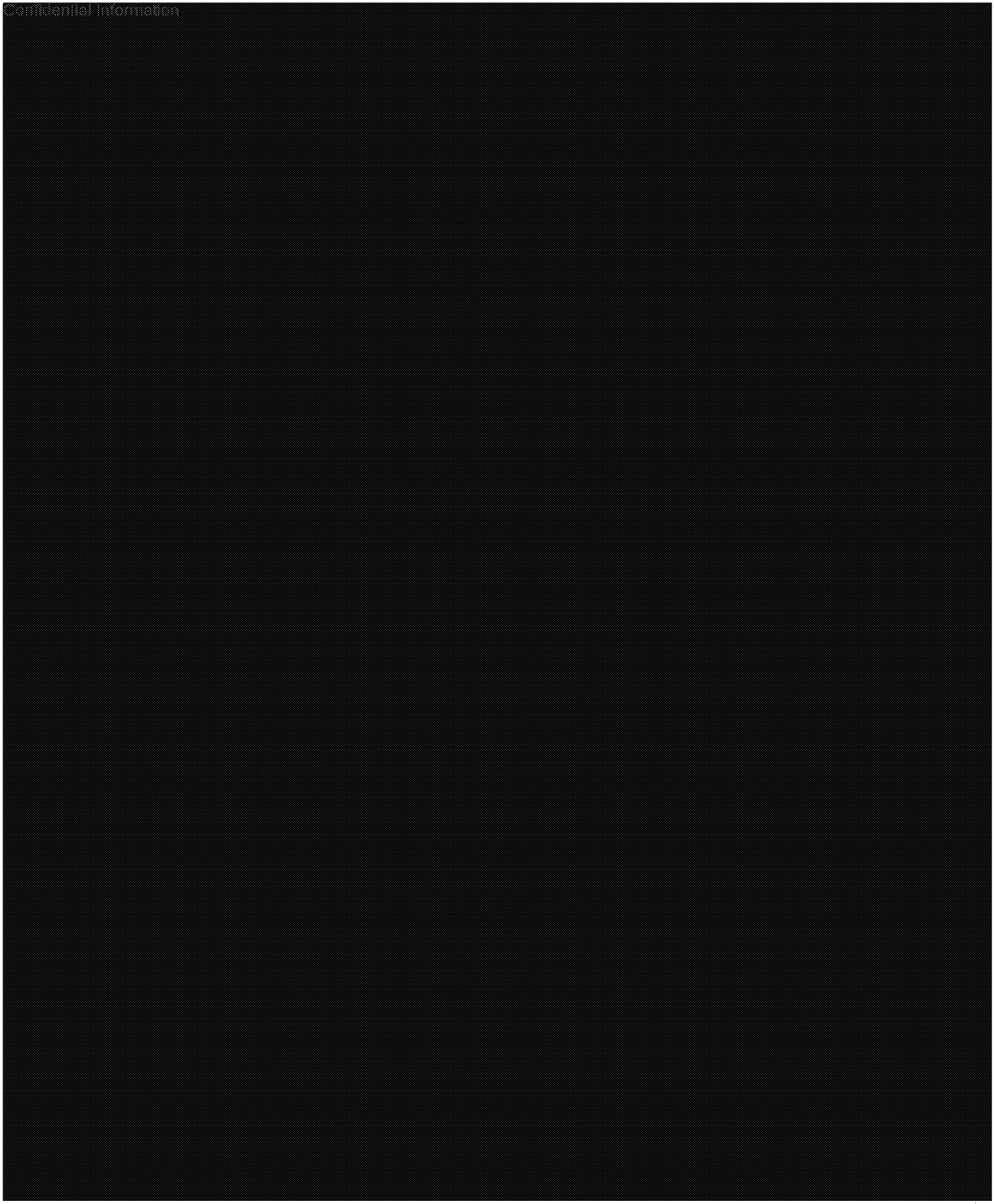
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AMENDED AND RESTATED FOURTH AMENDMENT

TO CEQA FUNDING AGREEMENT NO.: 18-055

THIS AMENDED AND RESTATED FOURTH AMENDMENT TO CEQA FUNDING AGREEMENT ("Fourth Amendment") is made and entered into this _____ day of April, 2020, by and between the City of Inglewood (hereinafter referred to as the "City"), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; and MURPHY'S BOWL LLC, a Delaware limited liability company (hereinafter referred to as the "Developer"), whose address is P.O. Box 1558, Bellevue, WA 98009-1558. Initially capitalized terms not defined herein shall have the same meaning as such terms are defined in the Amended and Restated Exclusive Negotiating Agreement, dated as of August 15, 2017 (the "ENA"), by and among the City, the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency, a public body, corporate and politic, the Inglewood Parking Authority, a public body, corporate and politic, and Developer, and/or defined in that certain CEQA Funding Agreement, dated as of December 19, 2017 by and between the City and Developer, as amended by a First Amendment to CEQA Funding Agreement, dated April 10, 2018 (collectively, the "CEQA Funding Agreement").

RECITALS

WHEREAS, the Developer and the City entered into the CEQA Funding Agreement providing for the advance of certain funds by the Developer to the City enabling the City to perform certain of its obligations and duties as set forth in the ENA and required by the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000 et seq. (as amended, and including any successor statutes and regulations promulgated pursuant thereto)(collectively, the CEQA Requirements"), with respect to the proposed creation and development of a premier and state of the art National Basketball Association ("NBA") professional basketball arena, as well as related landscaping, parking and various other ancillary uses related to and compatible with the operation and promotion of a state-of-the-art NBA arena (the "Development"); and

WHEREAS, pursuant to the CEQA Funding Agreement, both the Developer and City

acknowledged and agreed that certain of the funds would be used by the City to hire and pay certain third party consultants (the "CEQA Consultants") required to assist the City in performing its duties and obligations relative to the CEQA Requirements (the "CEQA Work"); and

WHEREAS, the Developer has previously advanced funds pursuant to the CEQA Funding Agreement to specifically pay for the Phase I and Phase II Scope of Services to be performed by the CEQA Consultants which are specifically delineated and described in the CEQA Funding Agreement; and

WHEREAS, the need for additional Phase II Scope of Services arose and the parties now desire to enter into this Fourth Amendment to amend the CEQA Funding Agreement to provide for additional funds by the Developer to the City in the amount of Ninety-Six Thousand, One Hundred Thirty-Three Dollars and Fifty-Nine Cents ($96,133.59) to pay the costs of the additional Phase II Scope of Services provided at the request of the City by the City's CEQA Consultant Remy Moose Manley in accordance with the Additional Phase 2 Scope of Work. The Additional Phase 2 Scope of Work is more specifically detailed and described in the attached Exhibit "A," (invoices) to this Fourth Amendment. Reference to the aforementioned Exhibit is fully incorporated into this Fourth Amendment.

NOW, THEREFORE, the City and Developer (hereinafter referred to individually as "Party" and collectively as the "Parties") hereto mutually agree as follows:

SECTION: 1.

ARTICLE 1 – MODIFICATION OF THE CEQA FUNDING AGREEMENT

As contemplated in the ENA and the CEQA Funding Agreement, the Parties hereby agree that the CEQA Funding Agreement is hereby amended to provide for the reimbursement by the Developer to the City in accordance with the terms and conditions of this Fourth Amendment.

SECTION: 2.

ARTICLE 2 – DEVELOPER REIMBURSEMENT OF FUNDS

1. The Developer agrees to fully reimburse funds in the amount of Ninety-Six

Thousand, One Hundred Thirty-Three Dollars and Fifty-Nine Cents ($96,133.59) representing the total invoices for the additional Phase II work outstanding and unpaid (Exhibit "A,") within fourteen (14) business days following the approval and execution of this Fourth Amendment by the Parties;

2. All reimbursement funds shall be used exclusively by the City to pay the cost of the CEQA Work as incurred by the City in accordance with Exhibit "A," (the "CEQA Costs").

SECTION: 3.

ARTICLE 3 – TERM

The term of this Fourth Amendment shall be the same as the term of the CEQA Funding Agreement.

SECTION: 4.

Except as changed by this Fourth Amendment and all previously approved amendments (the "Amendments"), all terms and provisions of Agreement **No.: 18-055**, its Amendments, exhibits and attachments, shall remain unchanged and in full force and effect.

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SECTION: 5.

IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Amendment as of the date and year first above written.

CITY OF INGLEWOOD
a municipal corporation

_____
James T. Butts, Jr.,
Mayor

ATTEST:

_____
Yvonne Horton,
City Clerk

APPROVED:

By:_____
Royce K. Jones,
Kane Ballmer & Berkman
City Special Counsel

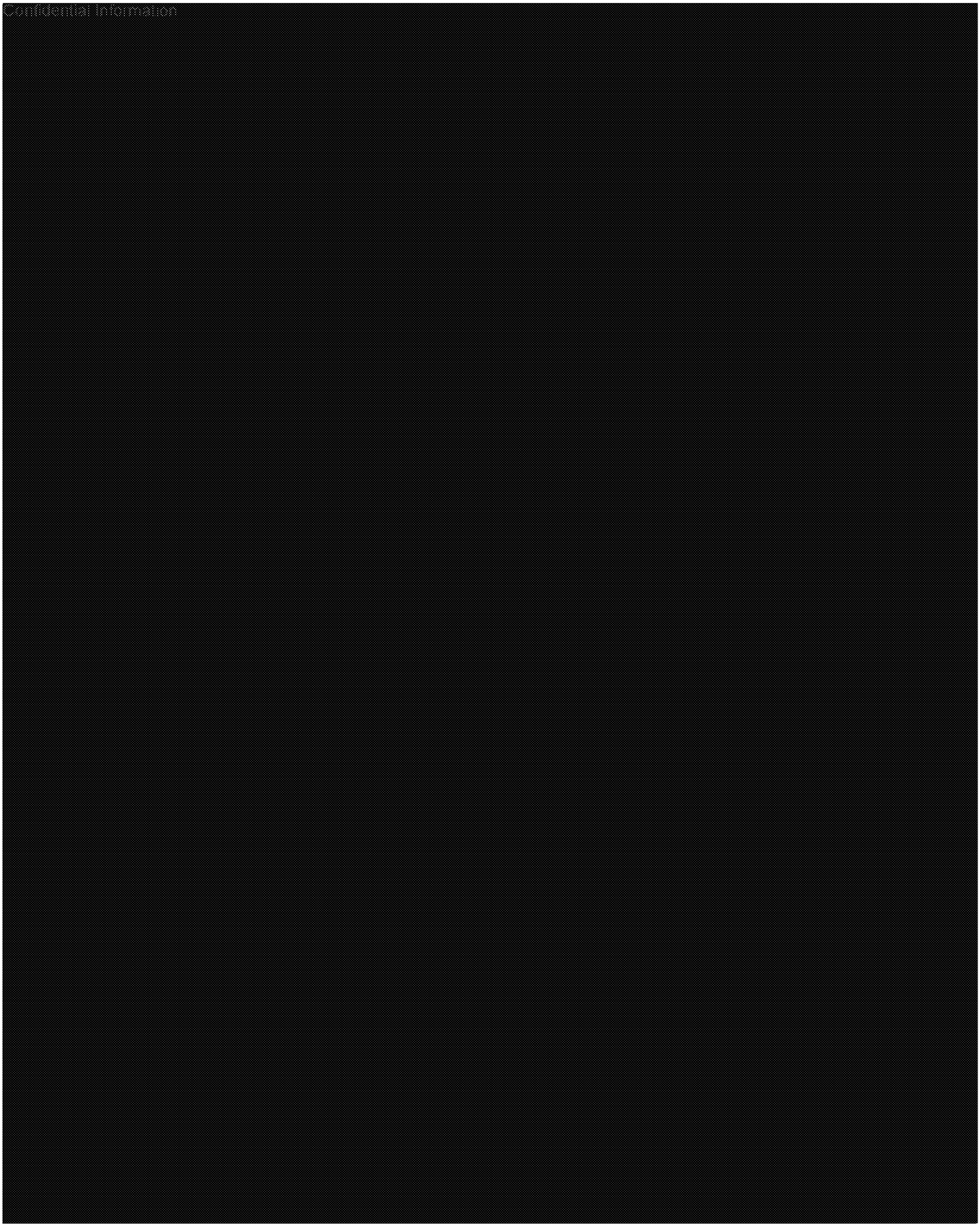
MURPHY'S BOWL LLC,
a Delaware limited liability company

_____
Brandt A. Vaughan,
Manager

APPROVED AS TO FORM:

_____
Kenneth R. Campos,
City Attorney

N:\JALEWIS\Contracts\Amendments\(Legal) - Murphy's Bowl Reimbursement for Remy Mouse Marlay - Amend Four 4.20.doc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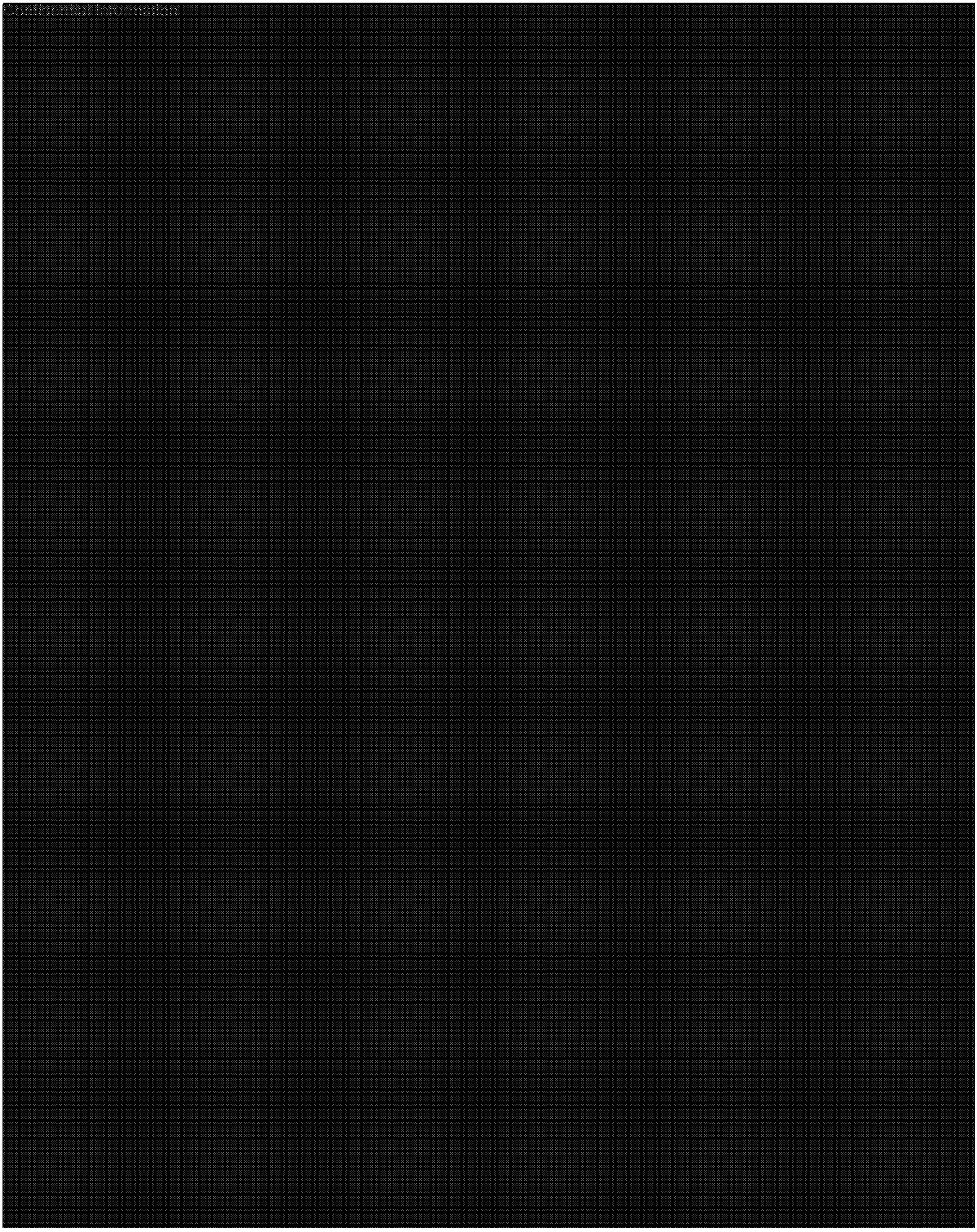
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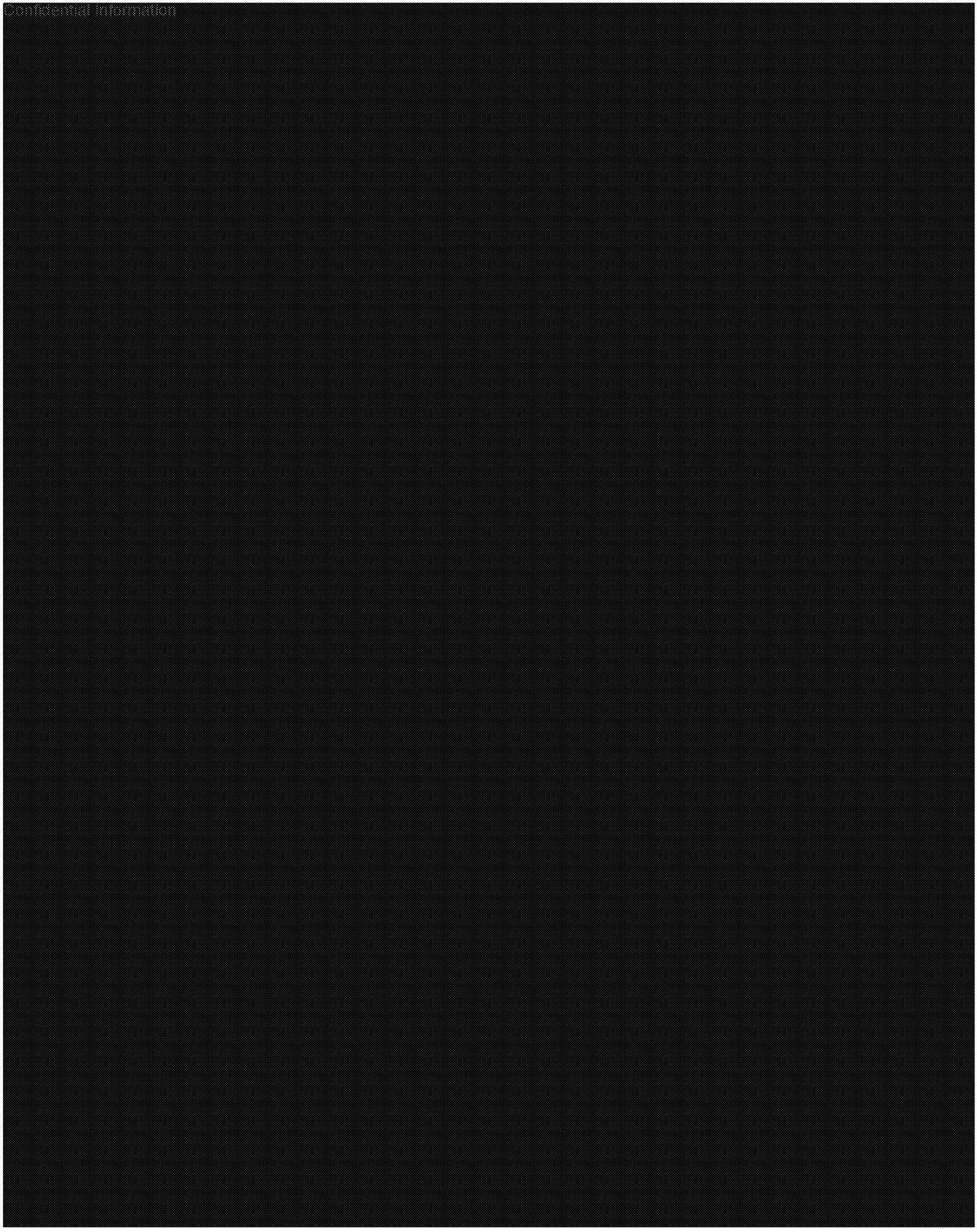
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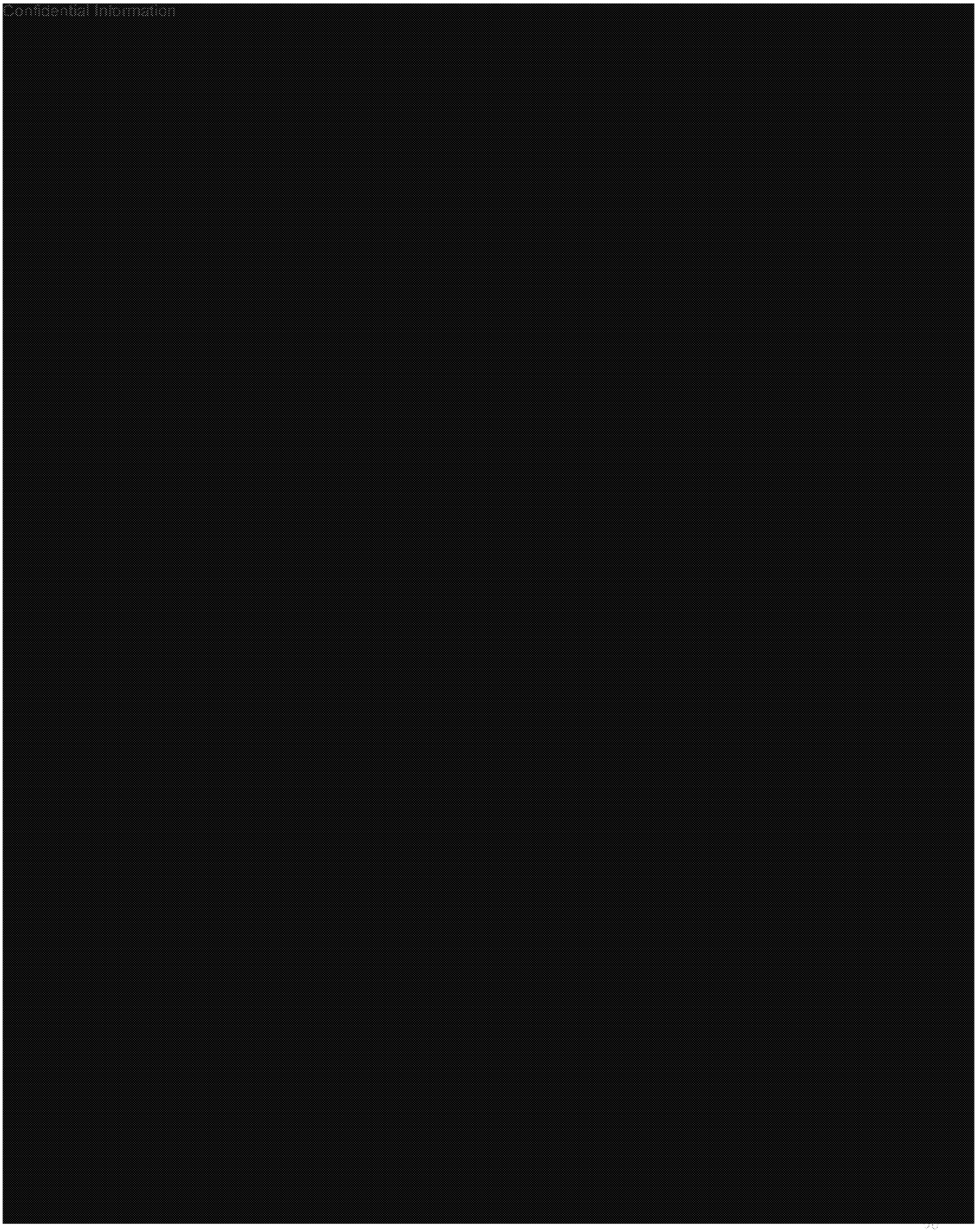
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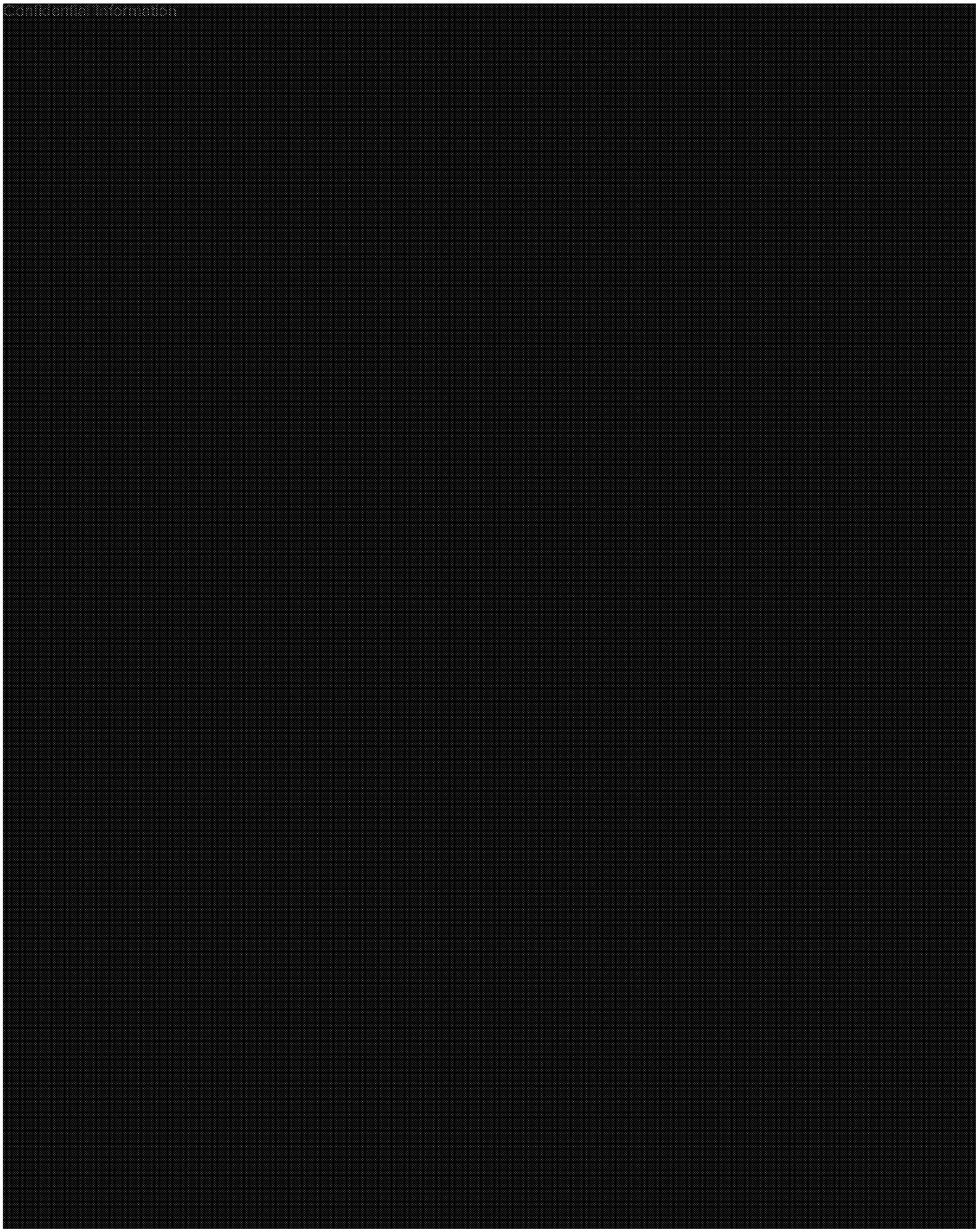
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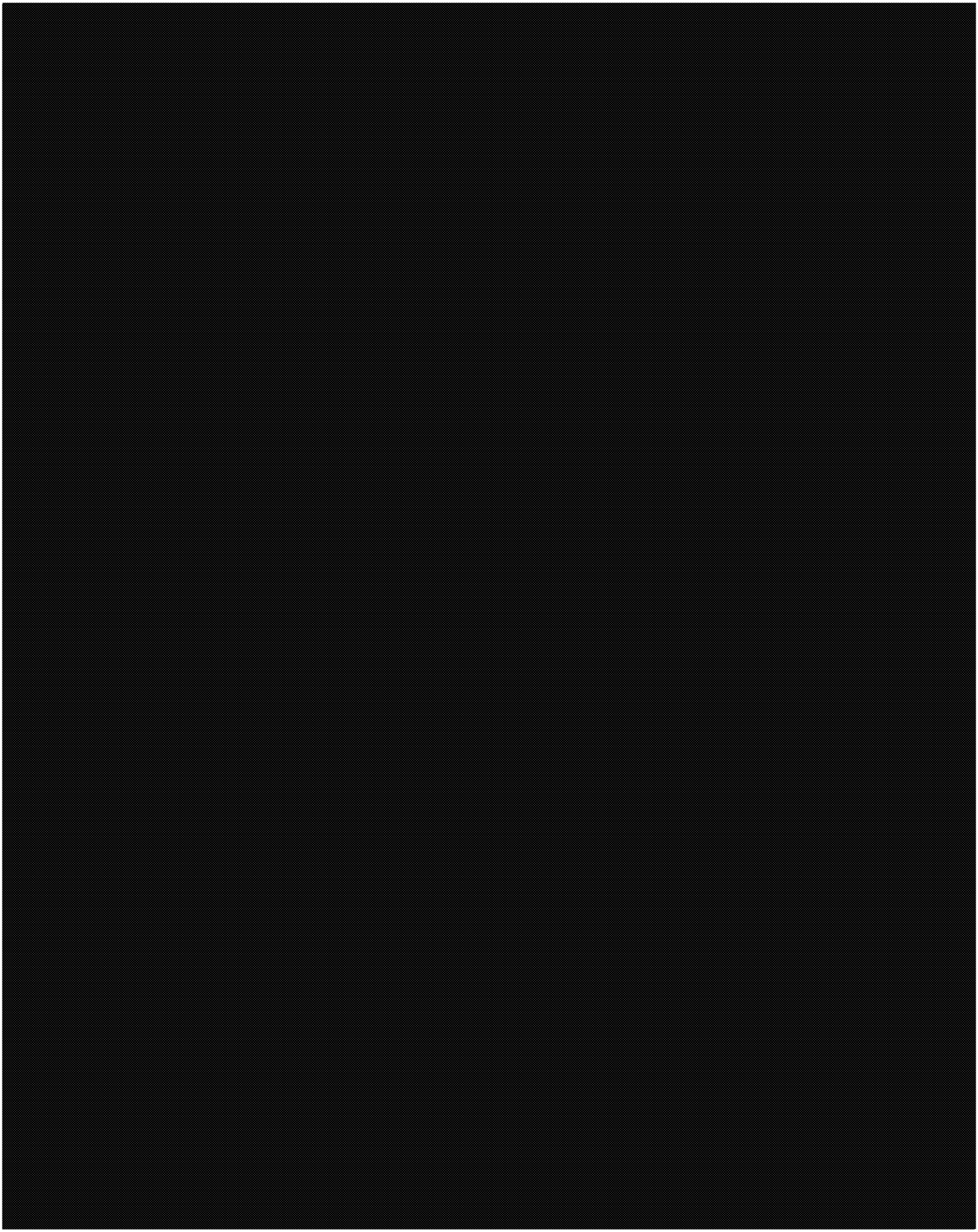

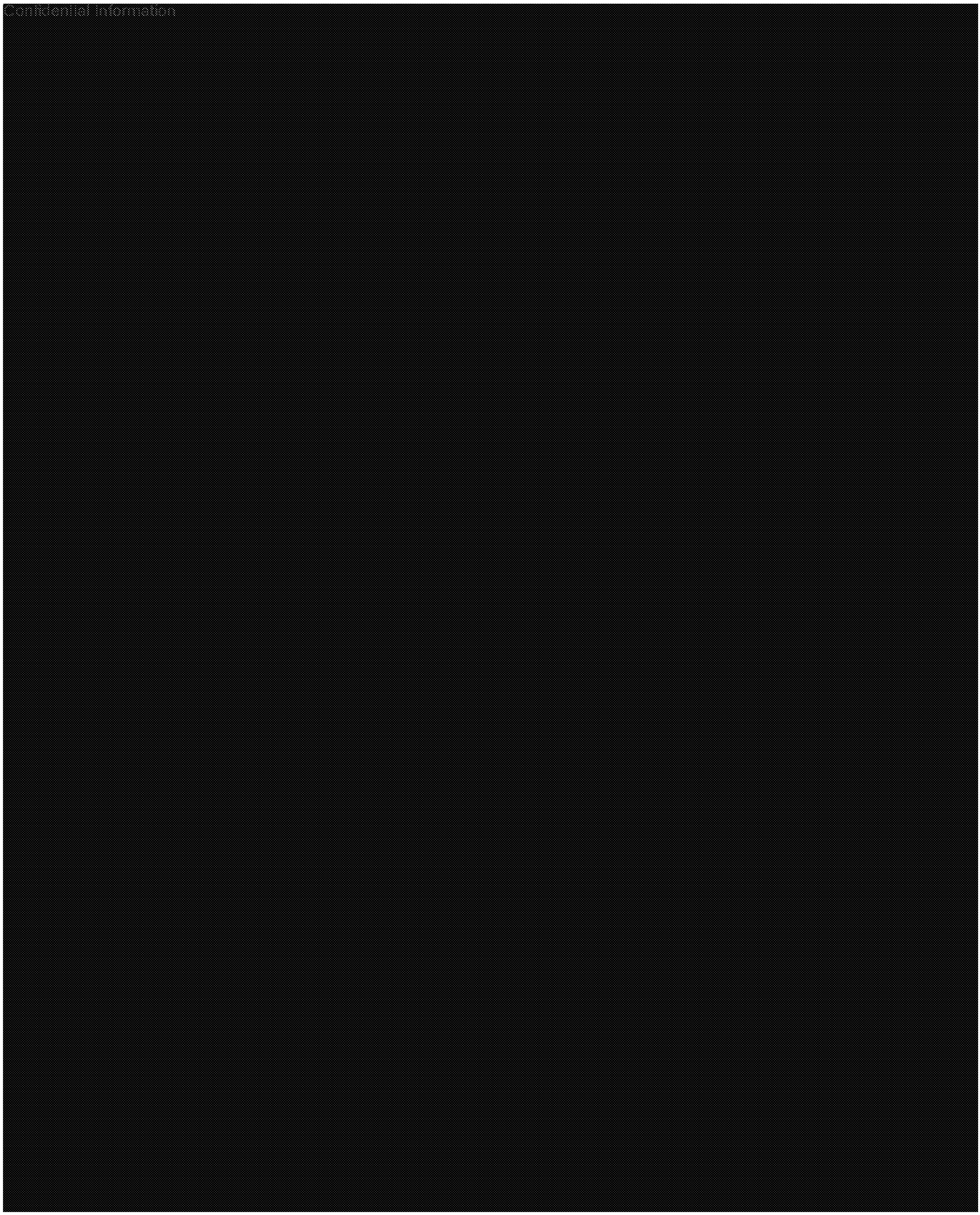
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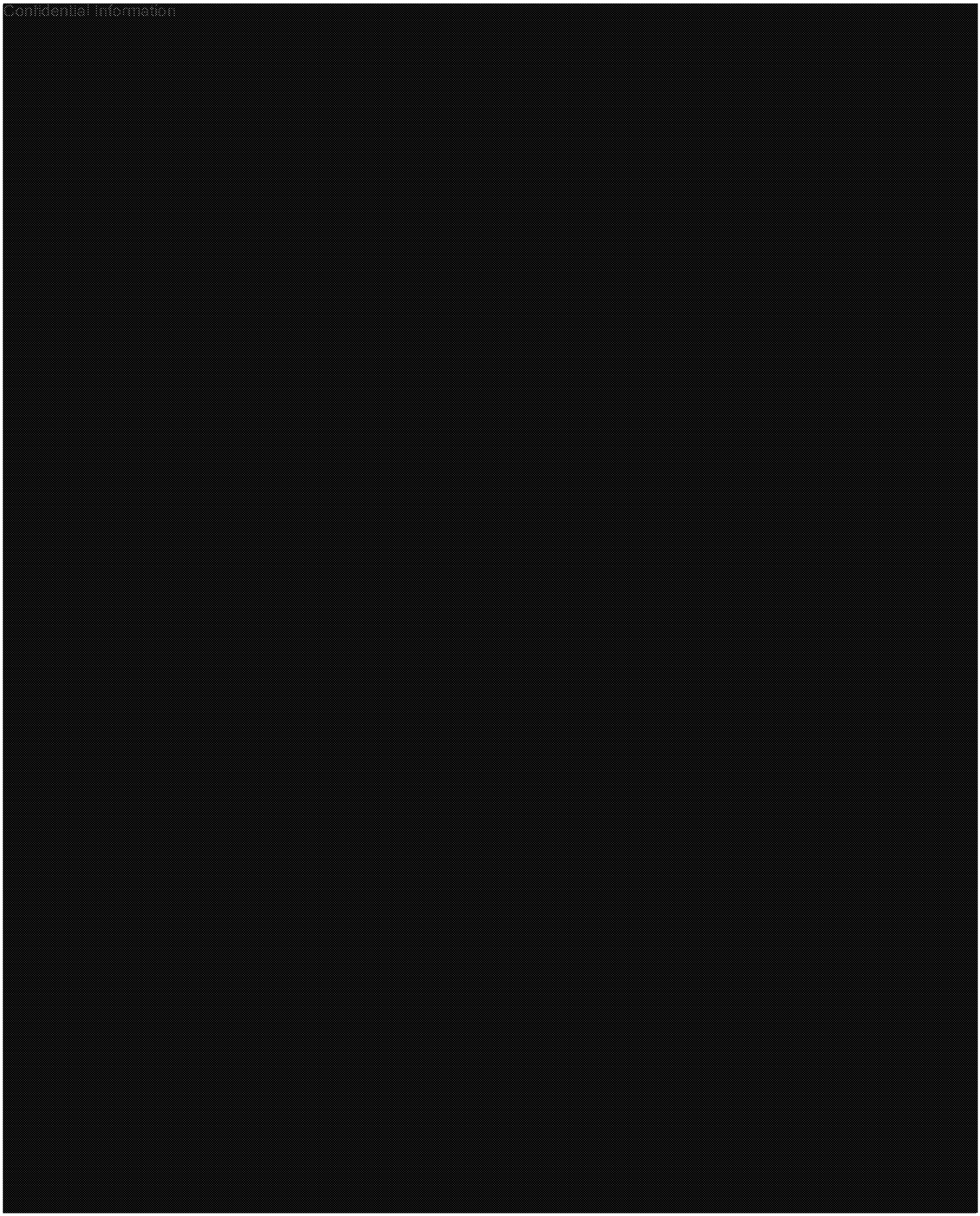
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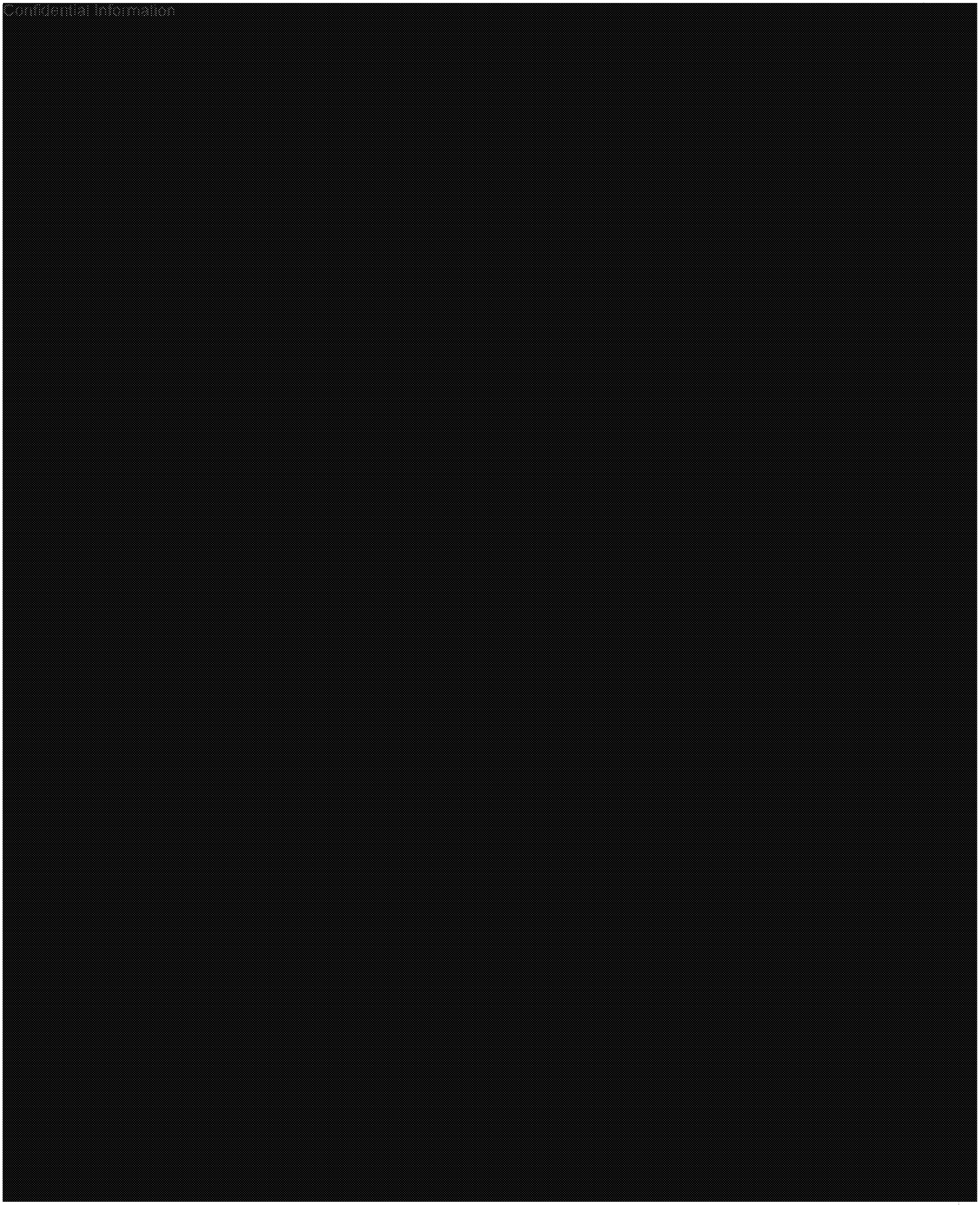
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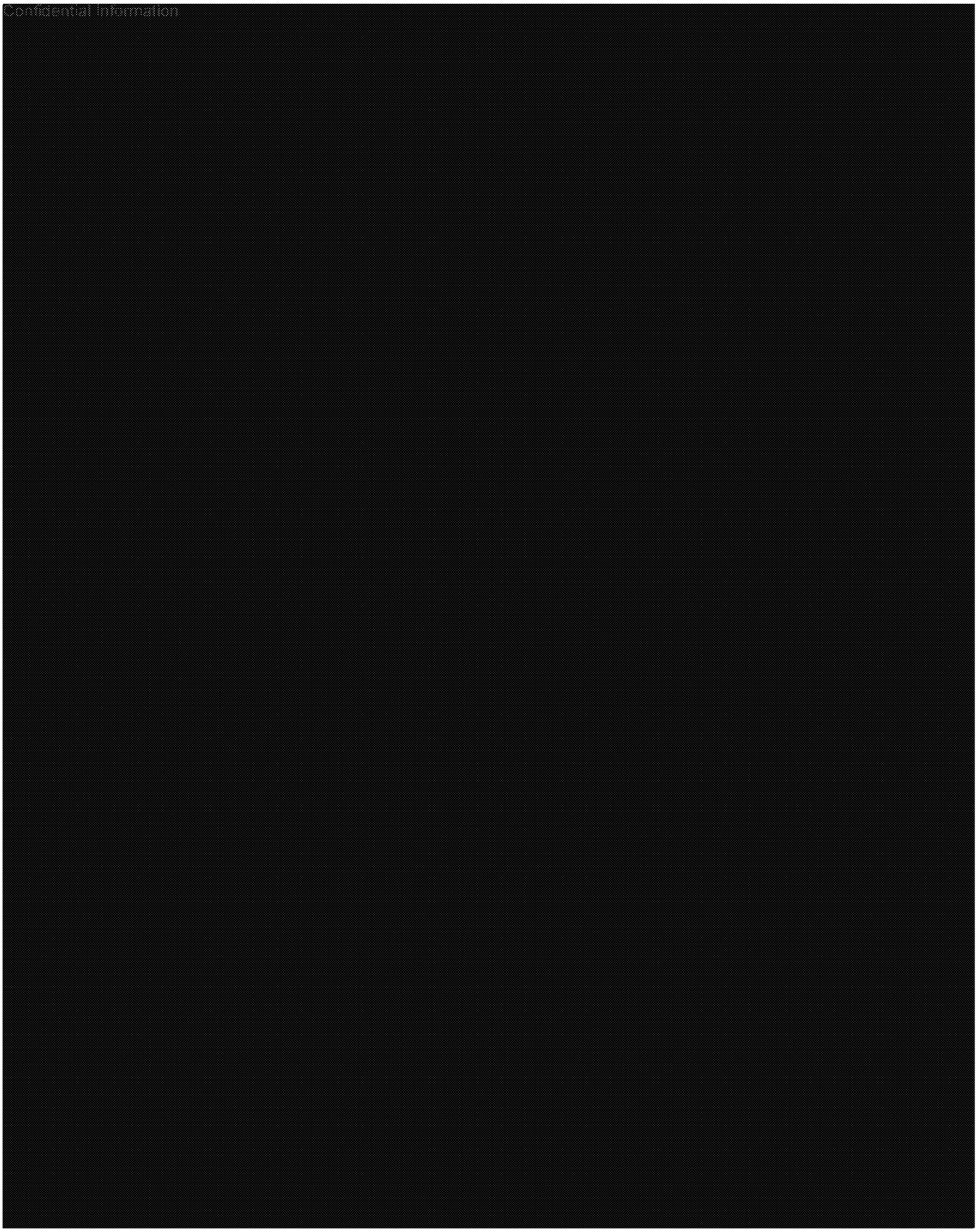
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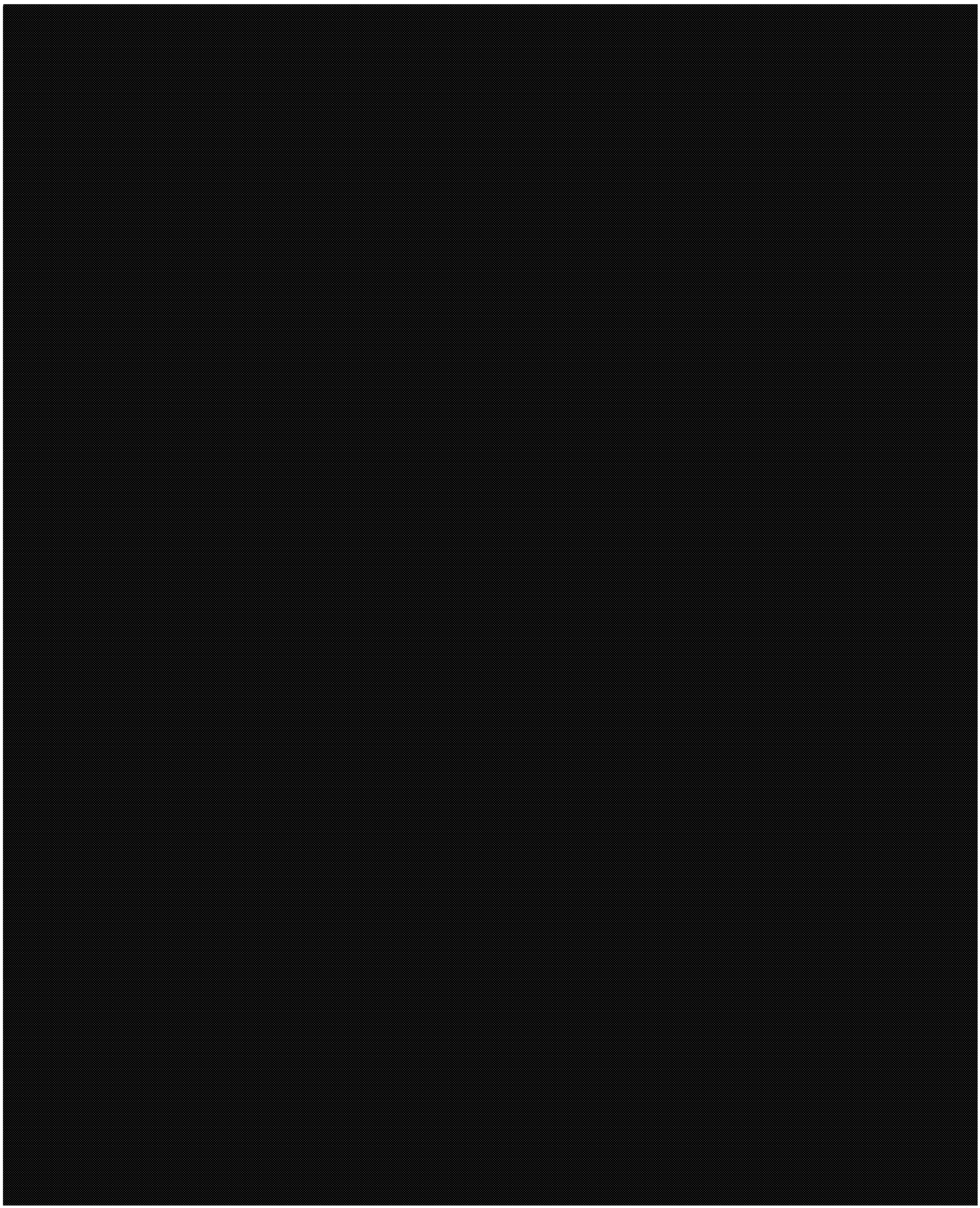

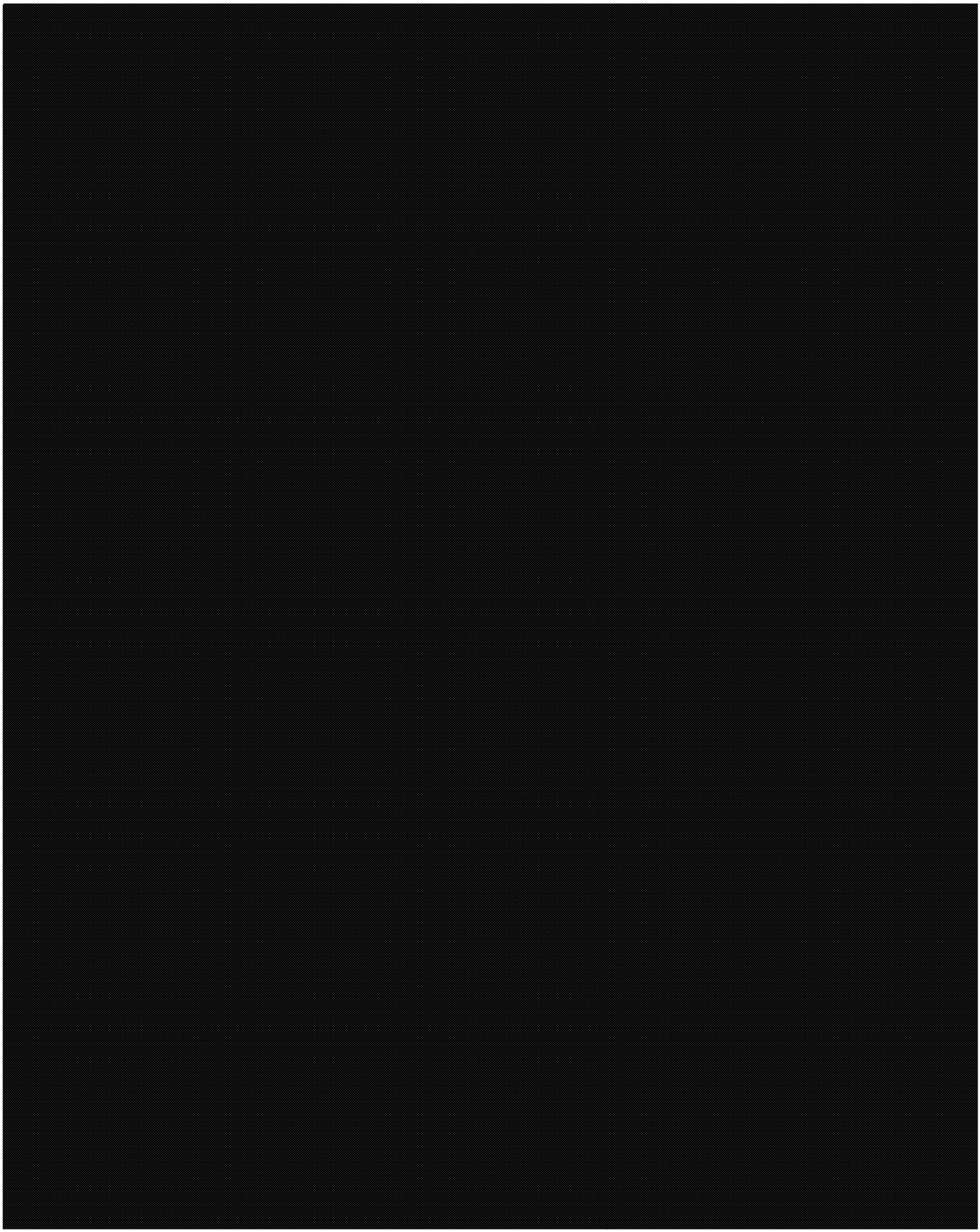

RESOLUTION NO.: _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INGLEWOOD AMENDING THE 2019-2020 ANNUAL BUDGET TO PAY CERTAIN INVOICES ASSOCIATED WITH ADDITIONAL PHASE II ENVIRONMENTAL WORK REQUIRED FOR THE PREPARATION AND REVIEW OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT REPORT AND OTHER RELATED SERVICES.

WHEREAS, on August 15, 2017, the City Council, the City of Inglewood as Successor Agency to the Former Redevelopment Agency, and the Inglewood Parking Authority approved an Exclusive Negotiating Agreement with Murphy's Bowl, LLC; and

WHEREAS, on December 19, 2017, the City Council approved a funding agreement with Murphy's Bowl, LLC to provide certain funding for the phased preparation of a California Environmental Quality Act report ("Environmental Impact Report") with regard to the proposed development of a National Basketball Association arena and associated facilities; and

WHEREAS, Phase I environmental work has concluded and Phase II environmental work has commenced but required additional Phase II environmental work ("Phase II Augment Work") necessary for the timely completion of the Environmental Impact Report and associated documents related to a professional basketball arena; and

WHEREAS, Phase II Augment Work has been completed; pursuant to which, the costs of which exceeded the available contract funding amount for the Phase II environmental work; and

WHEREAS, this budget amendment will ensure that the additional funds are available to pay the invoices for the City-requested and approved Phase II Augment Work; and

WHEREAS, sufficient funds are available and identified in Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Inglewood, California, does hereby:

SECTION 1. Amend the City's 2019-2020 fiscal year budget to reflect the adjustments as shown in Exhibit "A."

BE IT FURTHER RESOLVED that the City Clerk certify to the adoption of this Resolution and the same shall be in full force and effect immediately upon adoption.

Passed, approved and adopted this _____ day of _____, 2020

CITY OF INGLEWOOD

_____

James T. Butts, Jr.,
Mayor

ATTEST:

_____

Yvonne Horton,
City Clerk

N:\JALEWIS\Budget Amendments\(Planning) - Murphy's Bowl Phase 2 - Budget Amendment 4.20.doc

Exhibit A

Fund:	300	Advanced Funds
Agency:	100	Capital Projects
Orgn:	A002	Murphy's Bowl-CEQA

	OBJECT CODE	FY2019-20 Budget	Amendment Request	Increase/ (Decrease)
4000.00	Revenue	$ 3,191,770	$ 3,287,904	$ 96,134
	Total	**$ 3,191,770**	**$ 3,287,904**	**$ 96,134**

Fund:	300	Advanced Funds
Agency:	100	Capital Projects
Orgn:	A002	Murphy's Bowl-CEQA

	OBJECT CODE	FY2019-20 Budget	Amendment Request	Increase/ (Decrease)
44860.00	Contract Services	$ 3,792,858	$ 3,888,991	$ 96,134
	Total	**$ 3,792,858**	**$ 3,888,991**	**$ 96,134**

From: Veronica Lebron
To: yhorton@cityofinglewood.org; aphillips@cityofinglewood.org; mwilcox@cityofinglewood.org
CC: Robert Silverstein; Naira Soghbatyan; Esther Kornfeld
Date: 6/12/2020 5:38 PM
Subject: Request to Clarify and Confirm Rescission of June 9, 2020 Approvals of PH-1 and PH-2, and Public Records Request

Dear Ms. Horton:

Please include this communication in the administrative record for the IBEC EIR and project (SCH No. 2018021056).

We are in receipt of the City Council's June 16, 2020 Hearing Agenda, where Item Nos. SPH-2 and SPH-3, respectively, state:

"Staff report requesting that a public hearing be set to reconsider adoption of a Categorical Exemption EA-CE-2020-36 and General Plan Amendment GPA 2020-01 to Adopt an Environmental Justice Element of the General Plan. "

"Staff report requesting that a public hearing be set to reconsider adoption of a Categorical Exemption EA-CE-2020-37 and General Plan Amendment GPA 2020-02 to amend the Land Use Element of the Inglewood Comprehensive General to clarify existing population density and building intensity allowances for all land use designations."

The Staff Reports for each item merely summarize the prior staff reports in 4 pages, and provide the following identical explanation for re-noticing the items to reconsider the approvals for both items:

"However, during the City Council meeting, staff received a comment letter pertaining to the public's ability to provide comment during the meeting. To address the comments outlined in the letter and to ensure adequate opportunity for public comment, the General Plan Amendment will be re-noticed and presented for the City Council's reconsideration."

Based on the hyperlinked staff reports for both items - not accessible to those without internet access - the new hearing for both General Plan amendments and their Exemptions will be set on June 30, 2020.

Please clarify and confirm:

1) Whether any and all approvals of Item Nos. PH-1 and PH-2 on June 9, 2020 were rescinded, and - if so - then based on which action or mechanism, and at when public hearing. The mere statement now that the approvals will be reset and reconsidered does not mean that the City's notice of same cannot, or will not, be withdrawn. In other words, how do we know that the June 9, 2020 approval are actually already rescinded, or actually will be?;

2) Whether a City Council hearing on June 30, 2020 will indeed take place and will include both items re General Plan approvals and their Exemptions, as mentioned in the staff reports.

Please note that the City's failure to rescind the June 9, 2020 approvals related to PH-1 and PH-2 make the City and City Council subject to both CEQA, State Planning and Zoning Laws, and Brown Act violation claims.

Further, please revise, re-issue and re-publish the June 16, 2020 Council Hearing agenda to ensure:

1) The brief description for both Items SPH-2 and SPH-3 includes the "June 30, 2020" date on which the public hearing re General Plan amendments will be set;

2) The agenda's font type and size related to the "public participation" are not reduced but are in the same large and legible size as the rest of the agenda's first page.

Finally, pursuant to Govt' Code Sec. 6250 et seq., please provide the following public records:

1) All resolutions and or motions that were adopted on June 9, 2020 related to the General Plan Amendments Item Nos. PH-1 and PH-2, in their signed form;

2) Any and all revisions and modifications of the text of the resolutions or notices of exemption for Items Nos. PH-1 and PH-2 that occurred at any time and especially during the City Council Hearing, *after* the staff reports for each item were published in the June 9, 2020 agenda via hyperlinked agenda package;

3) Any public comments - apart from those from this firm - that were received by City staff and/or officials that relate to Items PH-1 and/or PH-2, from January 1, 2018 through the time of your compliance with this request;

4) Any public comments that were received by the City staff and/or officials related to the deprived public participation, incorrect

access code, Brown act violation, or inability to make comments at the June 9, 2020 hearing.

5) All documents and communications which relate or refer to or are agreements, fee arrangements, indemnification, reimbursement or invoices of any attorney or environmental consultant retained by the City or consulted with for the purposes of drafting or amending the General Plan Land Use and Environmental Justice Elements.

We request your prompt attention to all the above-noted issues and CPRA requests. In any event, please respond to the CPRA requests no later than **June 22, 2020**. Thank you

Veronica Lebron
The Silverstein Law Firm, APC
215 North Marengo Avenue, 3rd Floor
Pasadena, CA 91101-1504
Telephone: (626) 449-4200
Facsimile: (626) 449-4205
Email: Veronica@RobertSilversteinLaw.com
Website: www.RobertSilversteinLaw.com
==========

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From: Derald Brenneman <dbrenneman@cityofinglewood.org>
To: "Veronica@robertsilversteinlaw.com" <Veronica@robertsilversteinlaw.com>
Date: 6/15/2020 8:10 AM
Subject: RE: California Public Records Act Request

Dear Ms. Lebron,

This is to acknowledge receipt of your recent request for certain records pursuant to the California Public Records Act.

1. a copy of the complete and original unedited video and audio recordings of the Council Hearing on March 24, 2020. In view of COVID-19, we would appreciate if such recordings be provided to us via a dropbox link or an attachment to an email;
Response: The Council hearing video is posted online on the City's Facebook page:
https://www.facebook.com/cityofinglewood/videos/141867820568859
2. all documents signed by Mayor Butts on March 24, 2020, during both the closed and open sessions. Please ensure those are the signed copies.
Response: This may be found on the City's website: https://www.cityofinglewood.org/AgendaCenter/ViewFile/Item/9108?fileID=4422

Derald Brenneman
Assistant City Attorney
Office of the City Attorney
City of Inglewood
1 W. Manchester Blvd., Suite 860
Inglewood, CA 90301
Phone: (310) 412-8672
Fax: (310) 412-8865

From: Veronica Lebron <Veronica@robertsilversteinlaw.com>
Sent: Thursday, June 4, 2020 4:08 PM
To: Yvonne Horton
Cc: Esther Kornfeld; Naira Soghbatyan; Robert Silverstein
Subject: California Public Records Act Request

Dear Ms. Horton:

Please ensure that this communication is included in the administrative record for the IBEC Project matter (SCH 2018021056).

This is a public records request pursuant to Govt. Code Sec. 6250 et seq.

Please provide:

1) a copy of the complete and original unedited video and audio recordings of the Council Hearing on March 24, 2020. In view of COVID-19, we would appreciate if such recordings be provided to us via a dropbox link or an attachment to an email;

2) all documents signed by Mayor Butts on March 24, 2020, during both the closed and open sessions. Please ensure those are the signed copies.

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 records in their native and electronic format.

We do not expect that the City will have unusual circumstances to produce the requested few and fairly recent public records.

Because I am emailing this request on June 4, 2020, please ensure that your response is provided to me by no later than **June 14, 2020**. Please confirm receipt. Thank you.

Veronica Lebron
The Silverstein Law Firm, APC

215 North Marengo Avenue, 3rd Floor
Pasadena, CA 91101-1504
Telephone: (626) 449-4200
Facsimile: (626) 449-4205
Email: Veronica@RobertSilversteinLaw.com
Website: www.RobertSilversteinLaw.com
==========

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From: Veronica Lebron
To: Derald Brenneman <dbrenneman@cityofinglewood.org>; yhorton@cityofinglewood.org; aphillips@cityofinglewood.org
CC: Robert Silverstein; Naira Soghbatyan; Esther Kornfeld
Date: 6/15/2020 2:11 PM
Subject: RE: California Public Records Act Request | Follow-up to June 4, 2020 Request

Dear Mr. Brenneman:

Thank you for your response to our June 4, 2020 CPRA request.

This link contains the video we had downloaded directly from the City's Facebook site on May 27, 2020: https://www.dropbox.com/sh/549c6afkp2fc2qs/AAB_q2iCD9XN7wa9CLZBOpJga?dl=0&preview=2020-03-24_Inglewood+City+Council_Video+1.mp4

Please confirm it is a true, accurate, complete and unedited recording of the City Council hearing on March 24, 2020.

Moreover, please inform us the custodian's name for the public records and video/audio records of the City Council hearings.

Also, pursuant to Govt. Code Sec. 6253.9, please also provide us the true, accurate, complete and unedited recording of the City Council Hearing on March 24, 2020 in its native format.

Finally, the signed Tri-Party Agreement you sent is missing the dates of execution despite the placeholders for same. In view of multiple signatories and yet only Mayor Butts apparently signing the agreement at the March 24, 2020 City Council Hearing, please advise when Mr. Butts and each party signed those agreements, and send us the complete versions with the dates.

Thank you.

(Please keep all cc'd here in your response.)

Veronica Lebron
The Silverstein Law Firm, APC
215 North Marengo Avenue, 3rd Floor
Pasadena, CA 91101-1504
Telephone: (626) 449-4200
Facsimile: (626) 449-4205
Email: Veronica@RobertSilversteinLaw.com
Website: www.RobertSilversteinLaw.com

>>>
From: Derald Brenneman <dbrenneman@cityofinglewood.org>
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Derald Brenneman
Assistant City Attorney
Office of the City Attorney
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1 W. Manchester Blvd., Suite 860
Inglewood, CA 90301
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Fax: (310) 412-8865

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2) all documents signed by Mayor Butts on March 24, 2020, during both the closed and open sessions. Please ensure those are the signed copies.

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 records in their native and electronic format.

We do not expect that the City will have unusual circumstances to produce the requested few and fairly recent public records.

Because I am emailing this request on June 4, 2020, please ensure that your response is provided to me by no later than **June 14, 2020**. Please confirm receipt. Thank you.

Veronica Lebron
The Silverstein Law Firm, APC
215 North Marengo Avenue, 3rd Floor
Pasadena, CA 91101-1504
Telephone: (626) 449-4200
Facsimile: (626) 449-4205
Email: Veronica@RobertSilversteinLaw.com
Website: www.RobertSilversteinLaw.com
==========

that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone (626-449-4200), and delete the original message. Thank you.

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The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 2

CITY OF INGLEWOOD

OFFICE OF THE CITY ATTORNEY

Inglewood All-America City 2009

DATE: May 19, 2020

TO: Mayor and Council Members

FROM: Office of the City Attorney

SUBJECT: **Fourth Amendment to CEQA Funding Agreement No. 18-055 with Murphy's Bowl LLC, to Fund the Costs of certain Legal Activities and Services Required or Contemplated by that certain Amended and Restated Exclusive Negotiating Agreement (ENA) Performed by Remy Moose Manley, LLP at the Request and on the Behalf of the City with Regard to the Proposed Development of a National Basketball Association Arena and Associated Facilities (Project) Near the Intersection of Prairie Avenue and Century Boulevard**

RECOMMENDATION:

It is recommended that the Mayor and Council Members take the following actions:

1. Approve the Fourth Amendment to CEQA Funding Agreement No. 18-055 with Murphy's Bowl, LLC to include an additional $96,133.59 to cover costs of certain Legal activities and services (Phase II) provided by third party consultant at the request and on behalf of the City with regard to the proposed development of a National Basketball Association Arena and associated facilities (Project) near the intersection of Prairie Avenue and Century Boulevard; necessary to provide certain environmental and legal services on behalf of the City as required and/or contemplated by the Exclusive Negotiating Agreement;
2. Approve the Fourth Amendment to Agreement No. 18-058 with Remy Moose Manley, LLP (RMM) to include an additional $96,133.59 for Phase II scope of services performed outside of the agreement; and
3. Adopt a resolution amending the Fiscal Year 2019-2020 Budget.

BACKGROUND:

On August 15, 2017, the City Council, the City of Inglewood as Successor Agency to the Former Inglewood Redevelopment Agency, and the Inglewood Parking Authority approved an Amended and Restated Exclusive Negotiating Agreement (ENA) with Murphy's Bowl LLC.

On December 19, 2017, the City Council approved CEQA Funding Agreement No. 18-055 (Murphy's Bowl LLC), Professional Services Agreement No. 18-058 (Remy Moose Manley, "RMM") and other third party consultants agreements, which were necessary to fund certain costs of environmental implementation activities and environmental legal services with regard to the proposed development of a National Basketball Association arena and associated facilities (the "Project").

On April 10, 2018, the City Council approved a First Amendment to CEQA Funding Agreement No. 18-055 with Murphy's Bowl LLC, and other third party consultants for certain environmental work being done on the City's behalf and requested by the City.

DR-1

On July 23, 2019, the City Council approved a Second Amendment to CEQA Funding Agreement No. 18-055 and other third party consultants for certain environmental work being done on the City's behalf and requested by the City.

On November 19, 2019, the City Council approved an Amended and Restated Second Amendment to CEQA Funding Agreement No. 18-055, along with a Second Amendment to Agreement No. 18-058 (RMM), and other third party consultants for certain environmental work being done on the City's behalf and requested by the City.

On December 17, 2019, the City Council approved a Third Amendment to CEQA Funding Agreement No. 18-055 with Murphy's Bowl LLC to include an additional $1,616,958.60 to cover certain City costs and activities associated with the Phase III Scope of Services provided by third party consultants necessary to provide certain environmental and legal services on behalf of the City as required and/or contemplated by the ENA.

DISCUSSION:
Pursuant to the terms of the ENA, the City is charged with performing certain implementation activities with respect to the negotiation and preparation of a disposition and development agreement for the proposed development of the Project. When the City does not have the specific expertise to carry out all of its ENA obligations, it hires certain third party consultants to perform or provide such implementing obligations.

Pursuant to such third party hiring and assistance, City staff and the consultant team began preparation of the environmental documentation in December 2017. On February 20, 2018, the City released the Notice of Preparation of an Environmental Impact Report for the Project.

As indicated above, on November 19, 2019, City Council approved an Amended and Restated Second Amendment to the CEQA Funding Agreement to cover certain additional consultant costs associated with the Phase II work. This fourth amendment is needed to cover work authorized by the City for certain environment services, requested by the City, and provided by Remy Moose Manley but exceeded the allotted compensation of Agreement No. 18-058, in the amount of $96,133.59.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Based upon approval of this Fourth Amendment to CEQA Funding Agreement and adoption of the resolution amending the Fiscal Year 2019-2020 budget for $96,133.59; Murphy's Bowl LLC will deliver funds in the amount of $96,133.59 to be deposited into Fund Account Code No. 300.100.A002. Consultant invoices will continue to be paid from Account No. 300.1 00.A002.44860 (Contract Services).

LEGAL REVIEW VERIFICATION:
Administrative staff has verified that the legal documents accompanying this report have been reviewed and approved by the Office of the City Attorney.

BUDGET REVIEW VERIFICATION:
Administrative staff has verified that this report in its entirety, has been submitted to, reviewed and approved by the Budget Division.

FINANCE REVIEW VERIFICATION:
Administrative staff has verified that this report in its entirety, has been submitted to, reviewed and approved by the Finance Department.

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 - Fourth Amended Agreement with Murphy's Bowl
Attachment No. 2 - Fourth Amended Agreement with Remy Moose Manley, LLP
Attachment No. 3 - Resolution

APPROVAL VERIFICATION SHEET

PREPARED BY:
Kenneth R. Campos, City Attorney

COUNCIL PRESENTER:
Kenneth R. Campos, City Attorney

DEPARTMENT HEAD APPROVAL: _____
Kenneth R. Campos, City Attorney

CITY MANAGER APPROVAL: _____
Artie Fields, City Manager

THIS FOURTH AMENDMENT TO AGREEMENT NO.: 18-058 is made and entered into this _____ day of_____, 2020, by and between the CITY OF INGLEWOOD (hereinafter referred to as the "City"), a municipal corporation, located at One Manchester Boulevard, Inglewood, California 90301; and REMY MOOSE MANLEY, LLP (hereinafter referred to as "Special Counsel") a law firm with its principal place of business located at 555 Capitol Mall, Suite 800, Sacramento, California 95814.

RECITALS

WHEREAS, on December 19, 2017, the City entered into Agreement No.: 18-058 with Special Counsel to provide certain legal services with respect to the preparation of environmental documentation pertinent to that certain Amended and Restated ENA dated August 15, 2017 by and among the City of Inglewood, City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency, the Inglewood Parking Authority and Murphy's Bowl and the proposed development of the Clippers arena project (the "Project"); and

WHEREAS, on April 9, 2019, the City and Special Counsel requested that Special Counsel provide additional legal service pursuant to that certain First Amendment to Agreement No.: 18-058; and

WHEREAS, on November 19, 2019, the City and Special Counsel entered into that certain Second Amendment to Agreement No.: 18-058 extending the term of Agreement No.: 18-058; and

WHEREAS, on December 17, 2019, the City and Special Counsel entered into a Third Amendment to Agreement No.: 18-058 which expanded the scope of services and correspondingly increased the amount of compensation necessary for Special Counsel to provide the expanded legal services requested and required for the Project.

WHEREAS, in its effort to completely perform this expanded work, Special Counsel was requested and required by the City to do additional work which resulted in it exceeding the total amount of l compensation provided for in the Agreement No.:18-058, as amended; and

WHEREAS, this Fourth Amendment to Agreement No.: 18-058 will authorize the payment of additional compensation for said additional services (as listed in the attached Exhibit A).

NOW THEREFORE, the City, and the Special Counsel (hereinafter referred to collectively as the "Parties") hereto mutually agree as follows:

SECTION: 1

ARTICLE 5 - COMPENSATION

Agreement **No.: 18-058** shall be amended to add an additional not-to-exceed amount of ninety-six thousand one hundred and thirty-three dollars and fifty-nine cents ($96,133.59) for legal services provided to the City as identified in Exhibit "A." Said Exhibit is incorporated herein by this reference as if set forth in full. The total amount to date for Agreement **No.: 18-058** is:

AGREEMENT	AMOUNT
Agreement **No.: 18-058**	$325,000.00
Amendment One	$225,000.00
Amendment Two	$352,000.00
Amendment Three	$432,000.00
Amendment Four	$96,133.59
Grand Total	$1,430,133.59

SECTION: 2

Except as changed by this Fourth Amendment, all other terms and provisions of Agreement **No.: 18-058**, its Exhibits and Attachments, shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD	**REMY MOOSE MANLEY, LLP**
_____	_____
James T. Butts, Jr., Mayor	**Whitman F. Manley, Esq.** Special Counsel
ATTEST:	**APPROVED AS TO FORM:**
_____	_____
Yvonne Horton, City Clerk	**Kenneth R. Campos,** City Attorney

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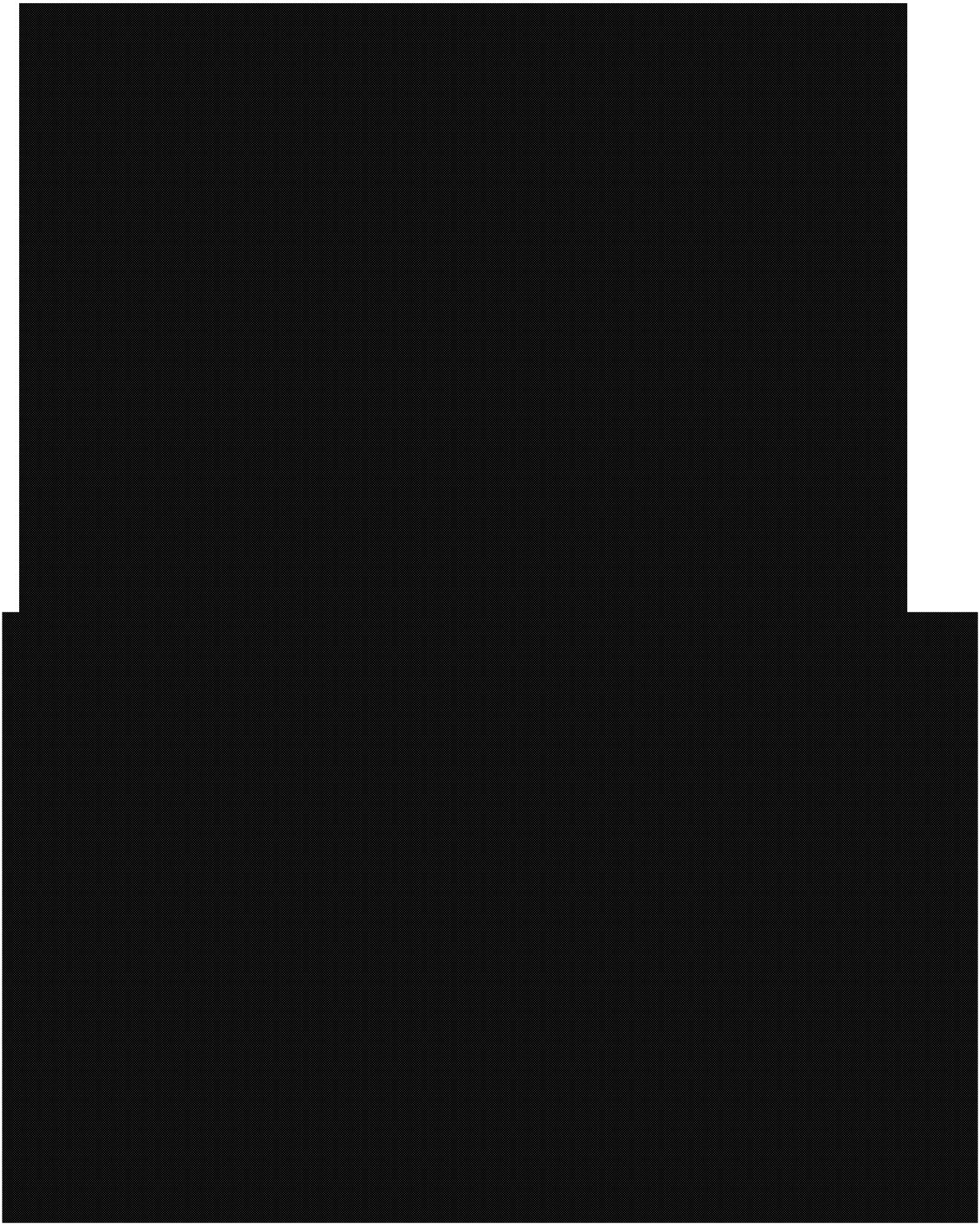

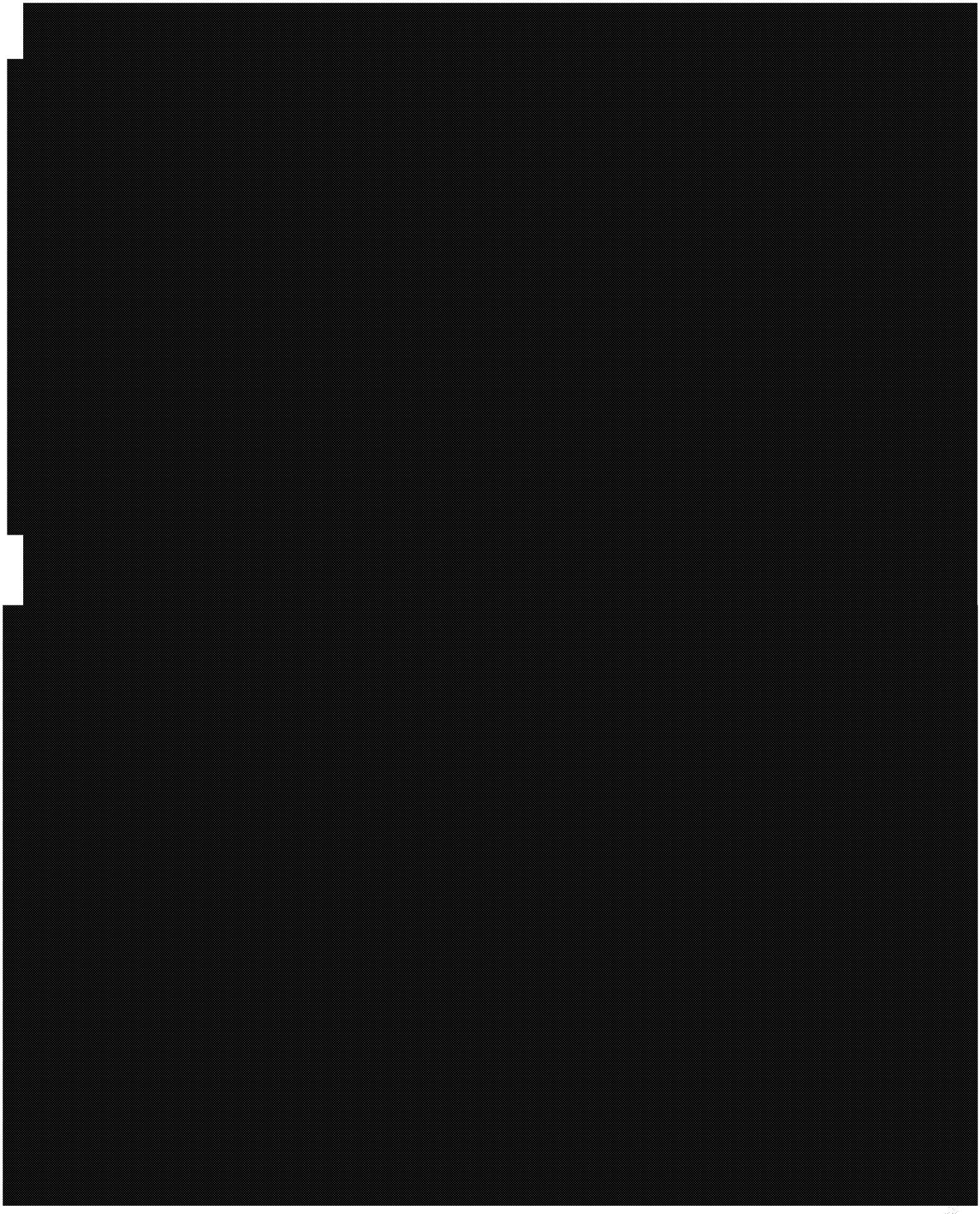

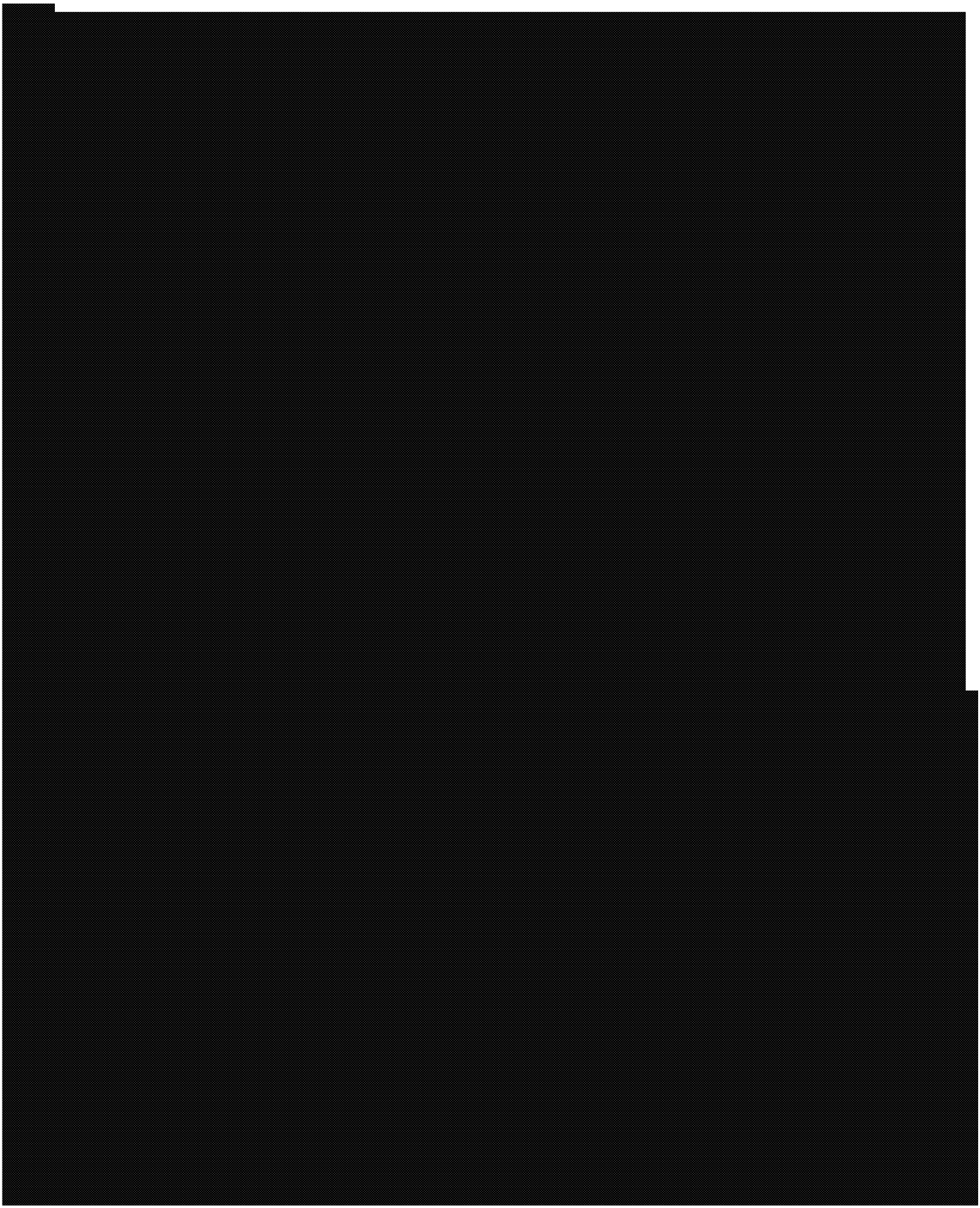

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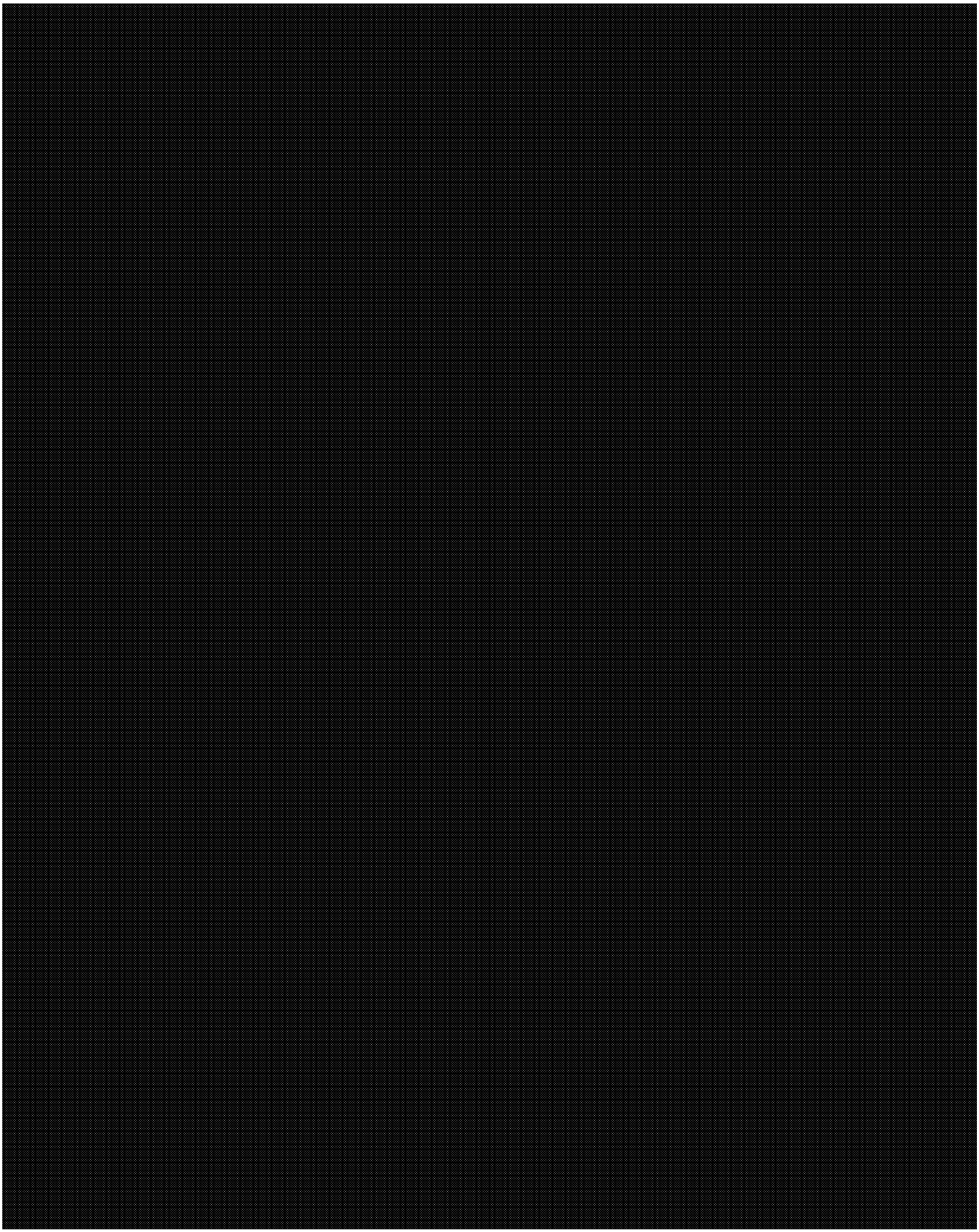

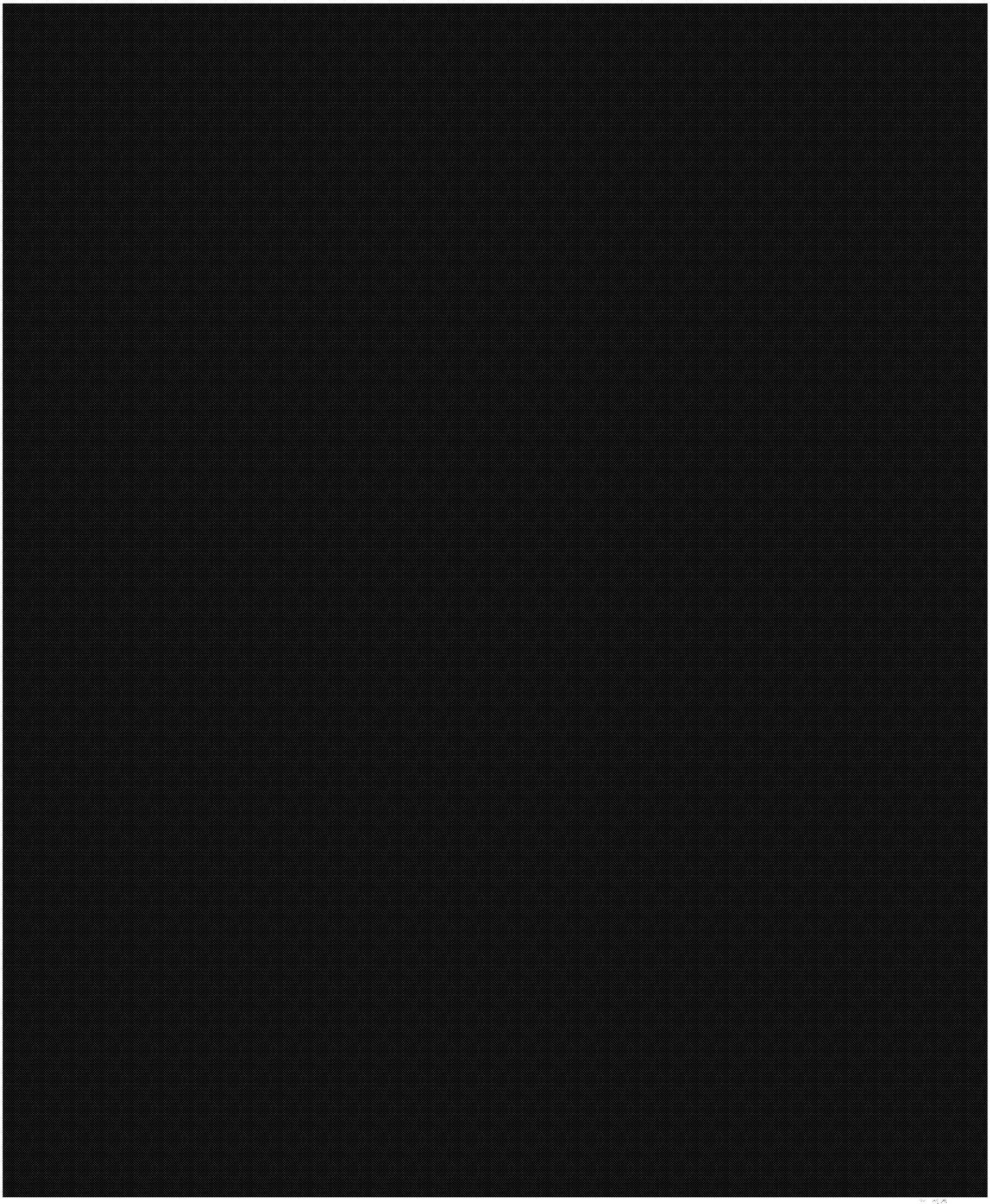

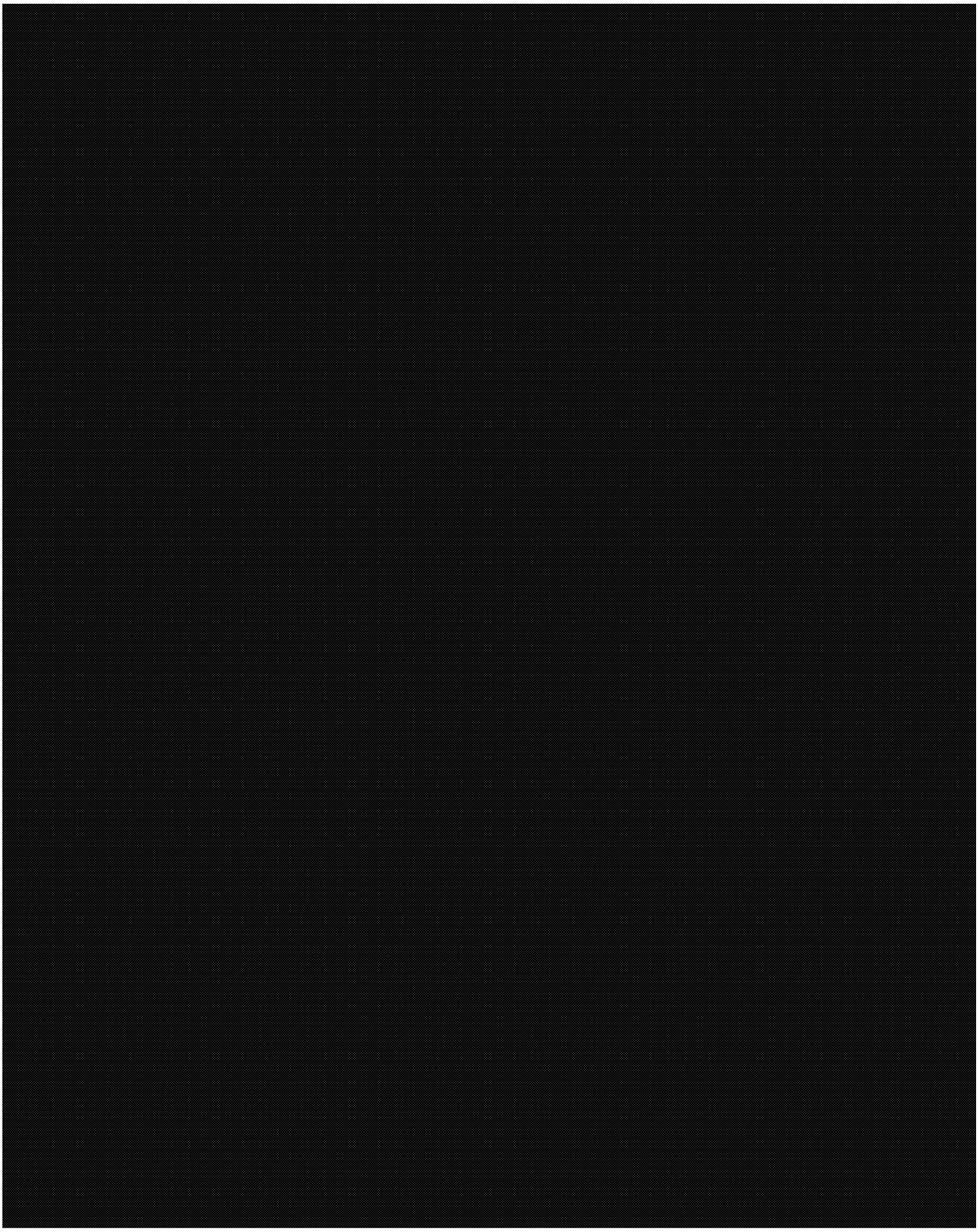

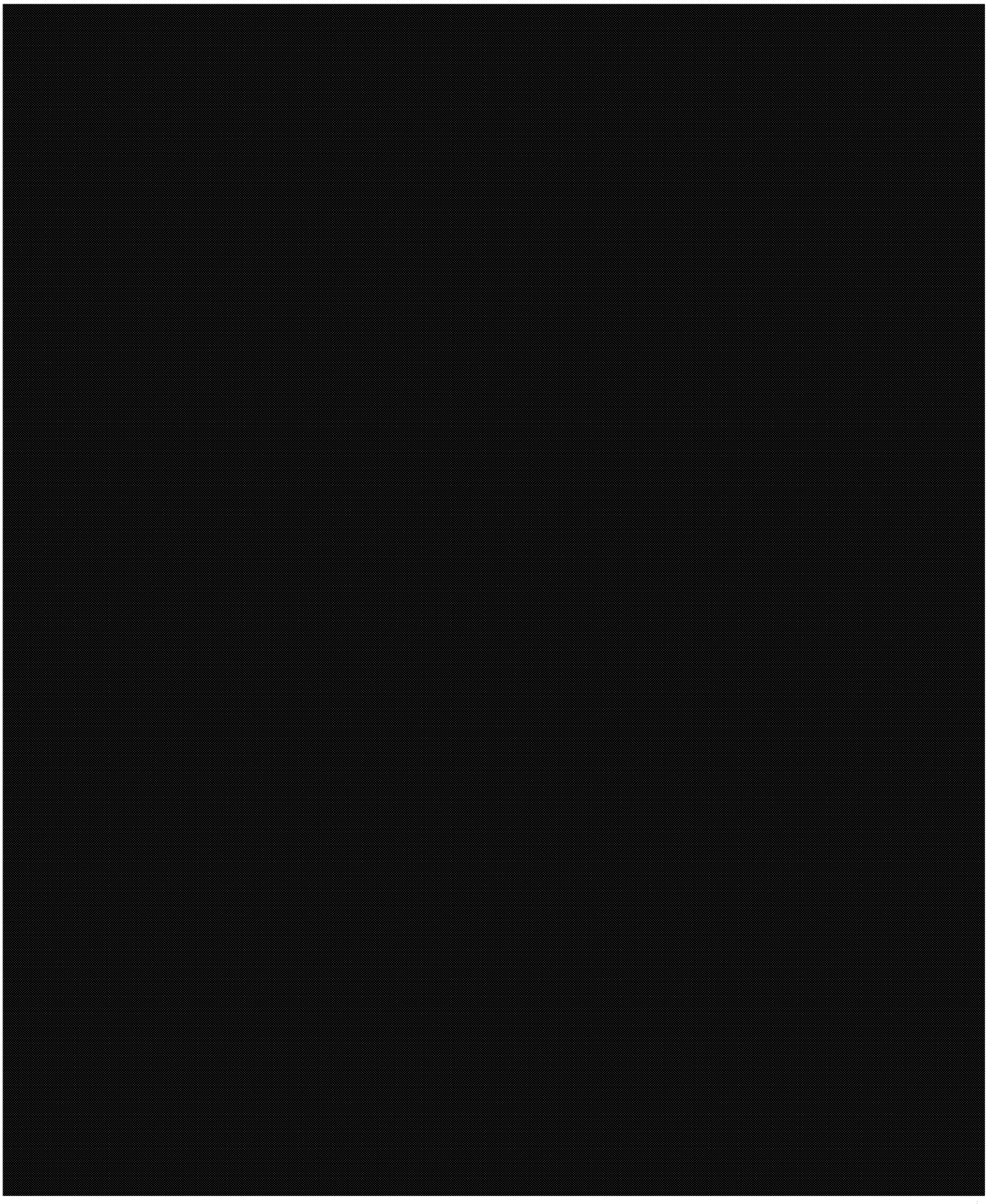

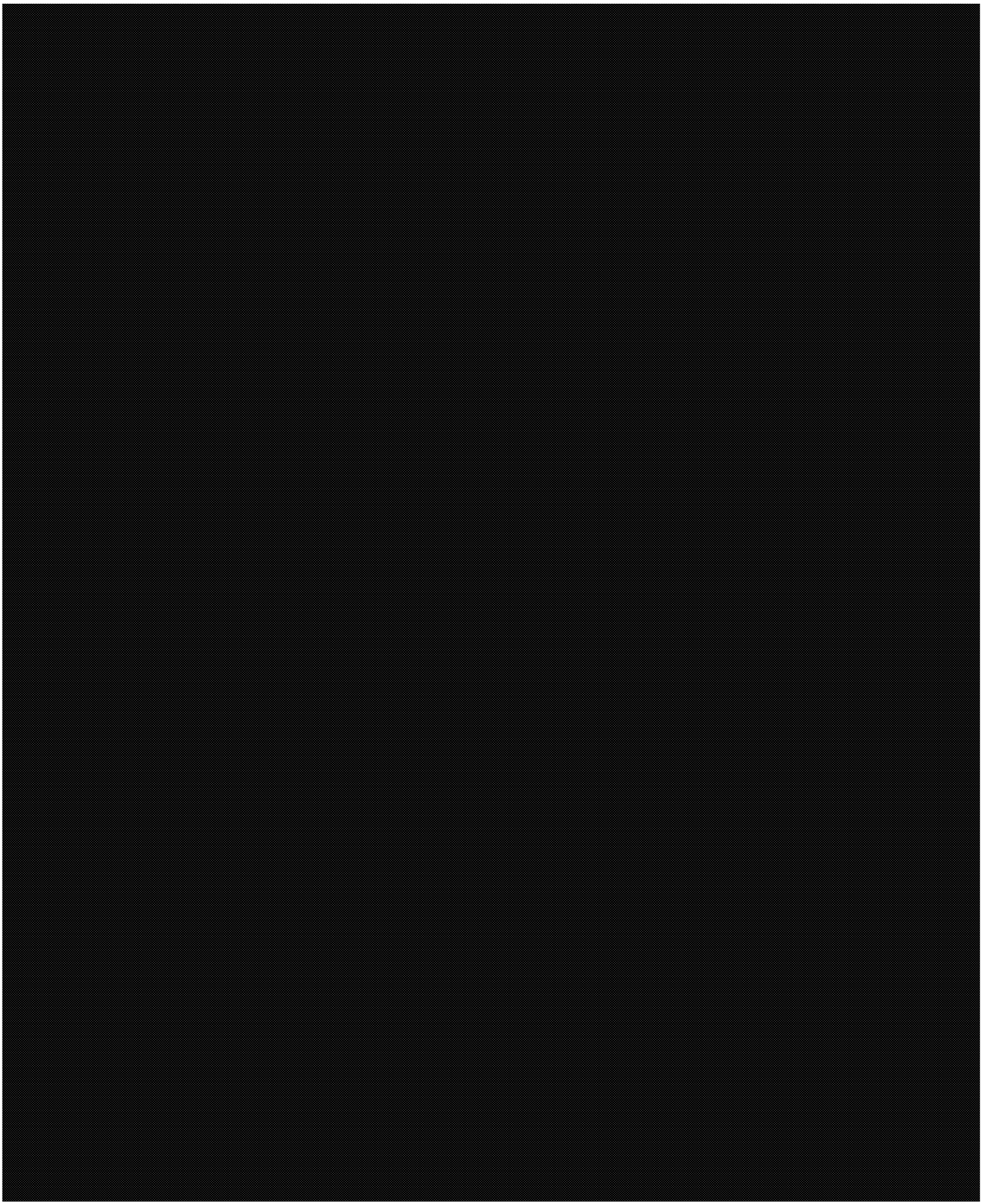

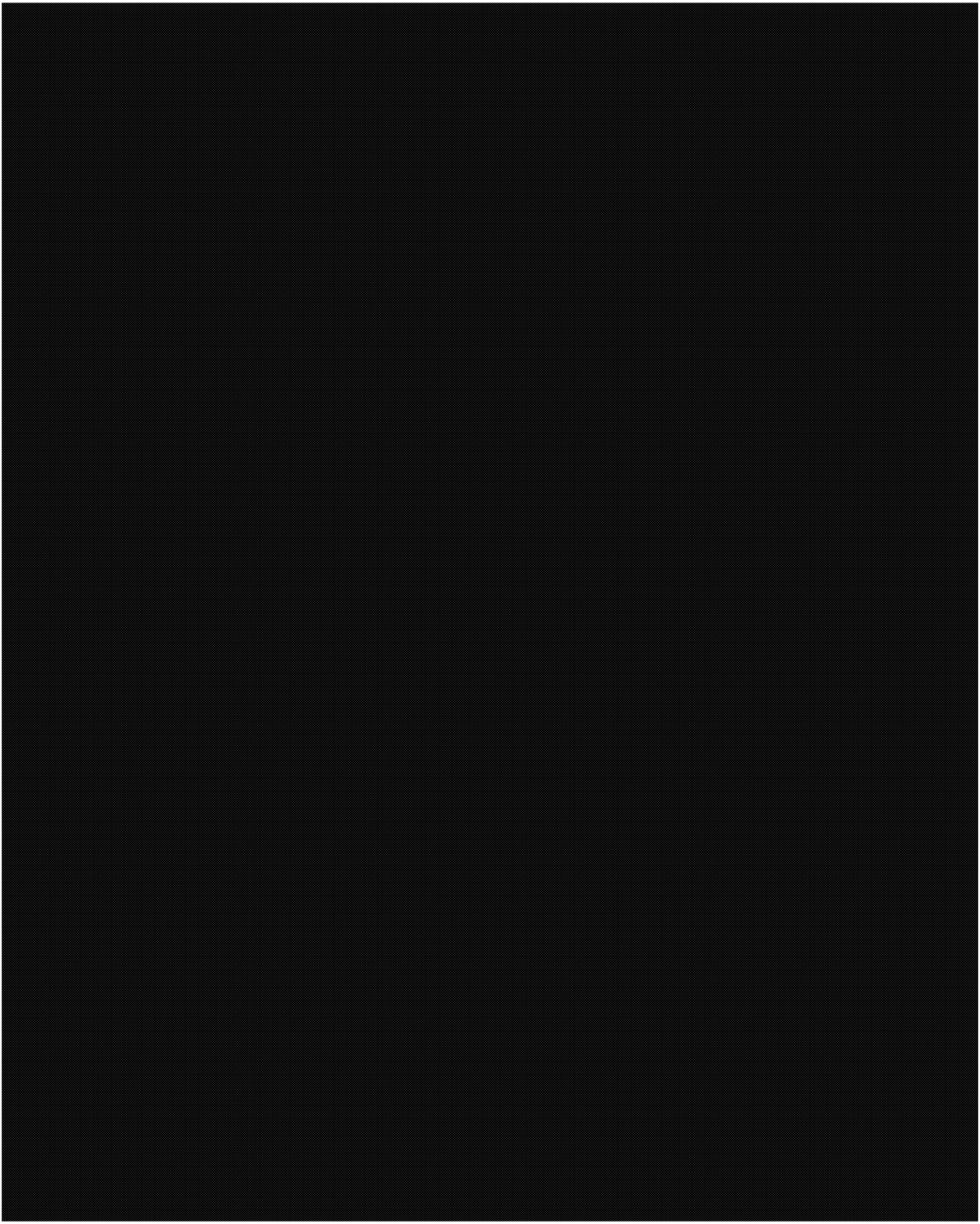

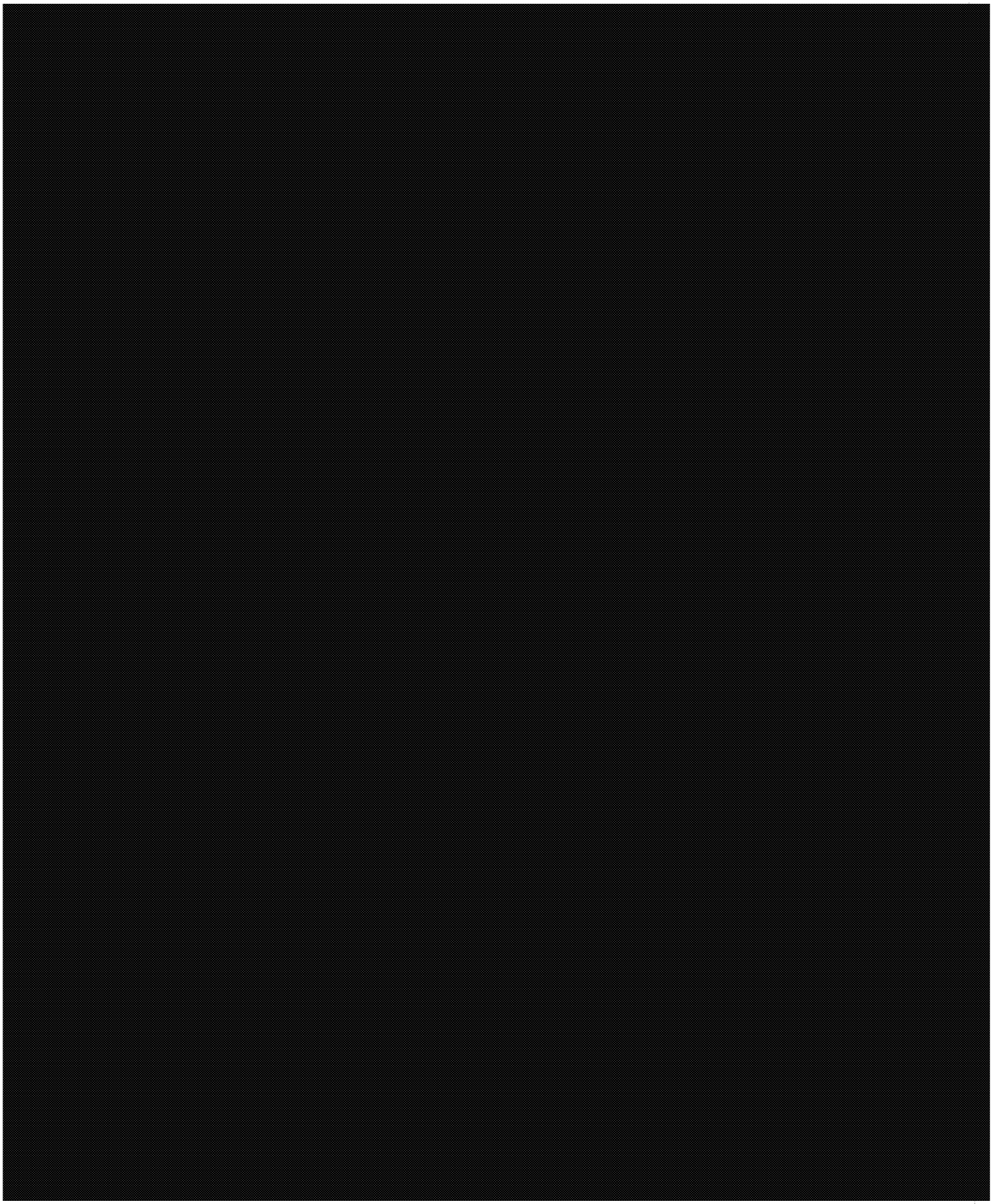

AMENDED AND RESTATED FOURTH AMENDMENT

TO CEQA FUNDING AGREEMENT NO.: 18-055

THIS AMENDED AND RESTATED FOURTH AMENDMENT TO CEQA FUNDING AGREEMENT ("Fourth Amendment") is made and entered into this _____ day of April, 2020, by and between the City of Inglewood (hereinafter referred to as the "City"), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; and MURPHY'S BOWL LLC, a Delaware limited liability company (hereinafter referred to as the "Developer"), whose address is P.O. Box 1558, Bellevue, WA 98009-1558. Initially capitalized terms not defined herein shall have the same meaning as such terms are defined in the Amended and Restated Exclusive Negotiating Agreement, dated as of August 15, 2017 (the "ENA"), by and among the City, the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency, a public body, corporate and politic, the Inglewood Parking Authority, a public body, corporate and politic, and Developer, and/or defined in that certain CEQA Funding Agreement, dated as of December 19, 2017 by and between the City and Developer, as amended by a First Amendment to CEQA Funding Agreement, dated April 10, 2018 (collectively, the "CEQA Funding Agreement").

RECITALS

WHEREAS, the Developer and the City entered into the CEQA Funding Agreement providing for the advance of certain funds by the Developer to the City enabling the City to perform certain of its obligations and duties as set forth in the ENA and required by the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000 et seq. (as amended, and including any successor statutes and regulations promulgated pursuant thereto)(collectively, the CEQA Requirements"), with respect to the proposed creation and development of a premier and state of the art National Basketball Association ("NBA") professional basketball arena, as well as related landscaping, parking and various other ancillary uses related to and compatible with the operation and promotion of a state-of-the-art NBA arena (the "Development"); and

WHEREAS, pursuant to the CEQA Funding Agreement, both the Developer and City

acknowledged and agreed that certain of the funds would be used by the City to hire and pay certain third party consultants (the "CEQA Consultants") required to assist the City in performing its duties and obligations relative to the CEQA Requirements (the "CEQA Work"); and

WHEREAS, the Developer has previously advanced funds pursuant to the CEQA Funding Agreement to specifically pay for the Phase I and Phase II Scope of Services to be performed by the CEQA Consultants which are specifically delineated and described in the CEQA Funding Agreement; and

WHEREAS, the need for additional Phase II Scope of Services arose and the parties now desire to enter into this Fourth Amendment to amend the CEQA Funding Agreement to provide for additional funds by the Developer to the City in the amount of Ninety-Six Thousand, One Hundred Thirty-Three Dollars and Fifty-Nine Cents ($96,133.59) to pay the costs of the additional Phase II Scope of Services provided at the request of the City by the City's CEQA Consultant Remy Moose Manley in accordance with the Additional Phase 2 Scope of Work. The Additional Phase 2 Scope of Work is more specifically detailed and described in the attached Exhibit "A," (invoices) to this Fourth Amendment. Reference to the aforementioned Exhibit is fully incorporated into this Fourth Amendment.

NOW, THEREFORE, the City and Developer (hereinafter referred to individually as "Party" and collectively as the "Parties") hereto mutually agree as follows:

SECTION: 1.

ARTICLE 1 – MODIFICATION OF THE CEQA FUNDING AGREEMENT

As contemplated in the ENA and the CEQA Funding Agreement, the Parties hereby agree that the CEQA Funding Agreement is hereby amended to provide for the reimbursement by the Developer to the City in accordance with the terms and conditions of this Fourth Amendment.

SECTION: 2.

ARTICLE 2 – DEVELOPER REIMBURSEMENT OF FUNDS

1. The Developer agrees to fully reimburse funds in the amount of Ninety-Six

Thousand, One Hundred Thirty-Three Dollars and Fifty-Nine Cents ($96,133.59) representing the total invoices for the additional Phase II work outstanding and unpaid (Exhibit "A,") within fourteen (14) business days following the approval and execution of this Fourth Amendment by the Parties;

2. All reimbursement funds shall be used exclusively by the City to pay the cost of the CEQA Work as incurred by the City in accordance with Exhibit "A," (the "CEQA Costs").

SECTION: 3.

ARTICLE 3 – TERM

The term of this Fourth Amendment shall be the same as the term of the CEQA Funding Agreement.

SECTION: 4.

Except as changed by this Fourth Amendment and all previously approved amendments (the "Amendments"), all terms and provisions of Agreement **No.: 18-055**, its Amendments, exhibits and attachments, shall remain unchanged and in full force and effect.

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SECTION: 5.

IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Amendment as of the date and year first above written.

CITY OF INGLEWOOD
a municipal corporation

_____
James T. Butts, Jr.,
Mayor

ATTEST:

_____
Yvonne Horton,
City Clerk

APPROVED:

By:_____
Royce K. Jones,
Kane Ballmer & Berkman
City Special Counsel

MURPHY'S BOWL LLC,
a Delaware limited liability company

_____
Brandt A. Vaughan,
Manager

APPROVED AS TO FORM:

_____
Kenneth R. Campos,
City Attorney

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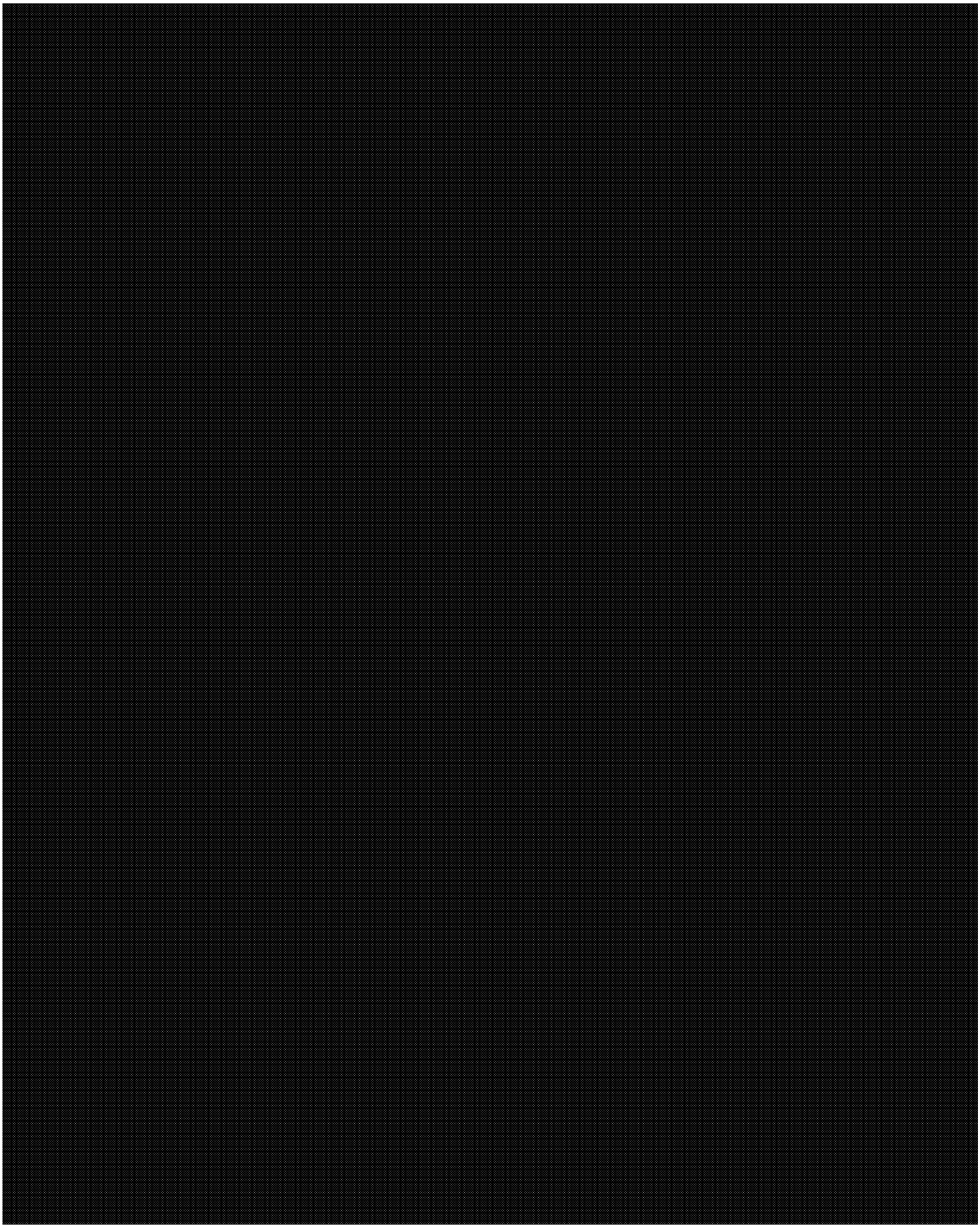
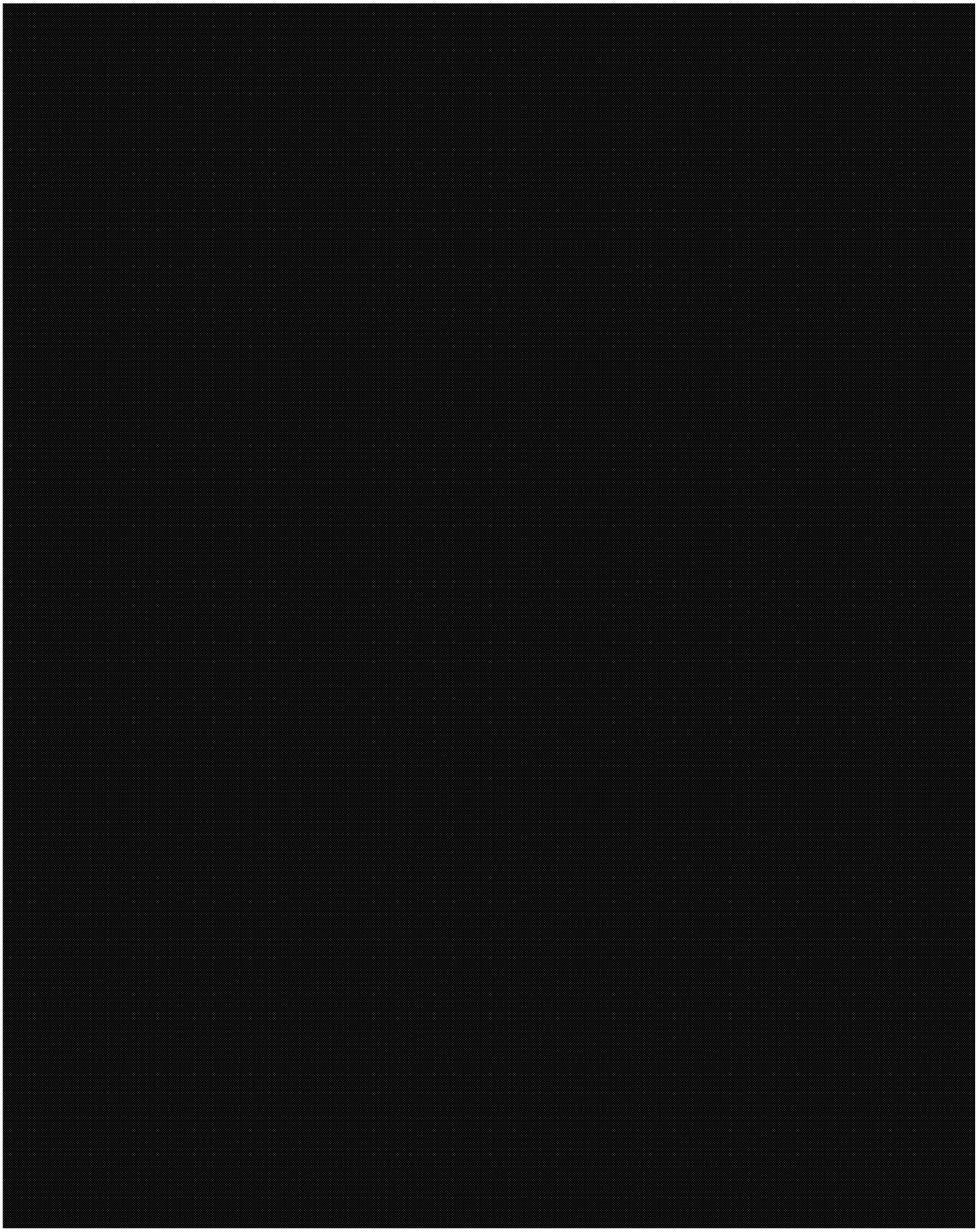
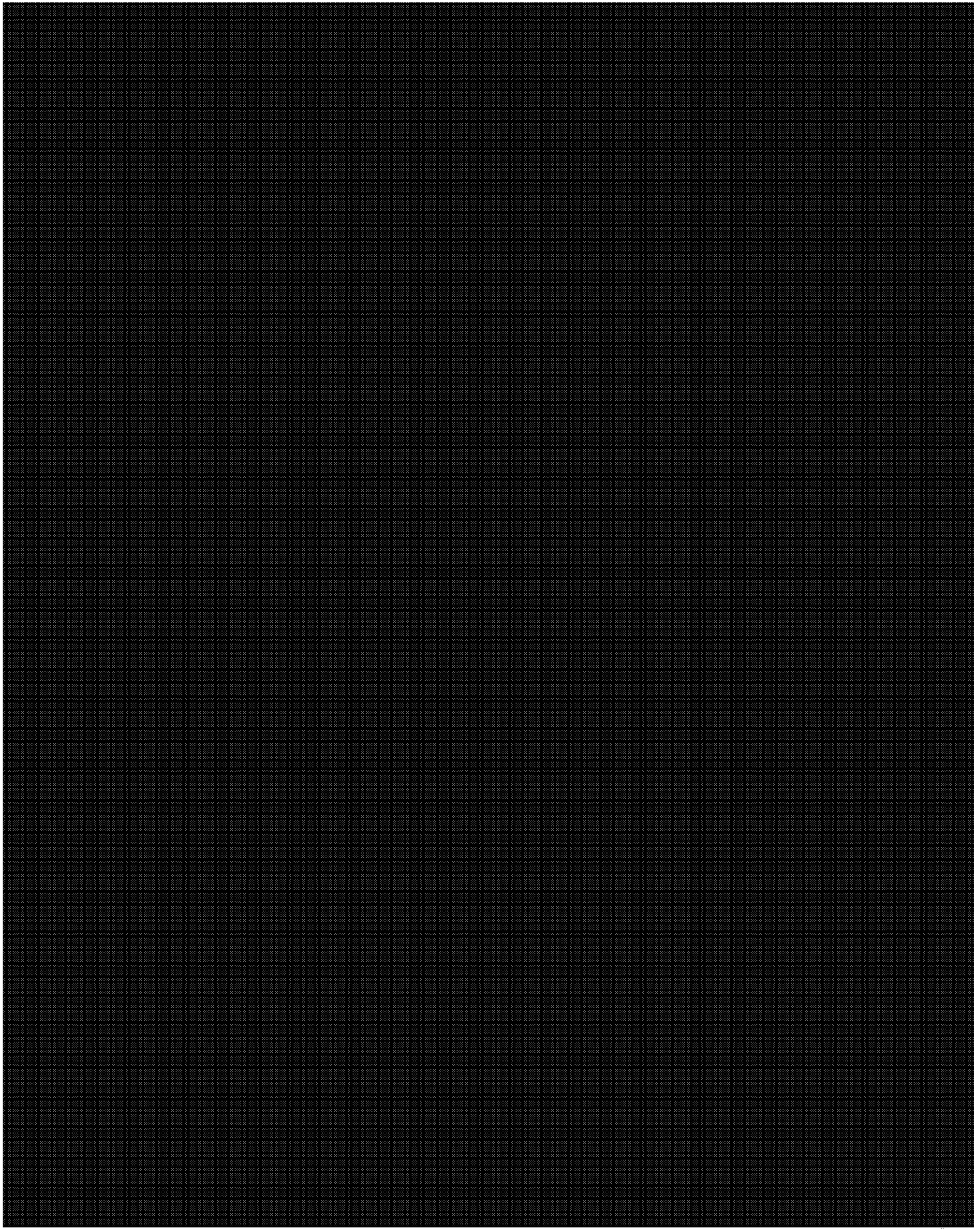
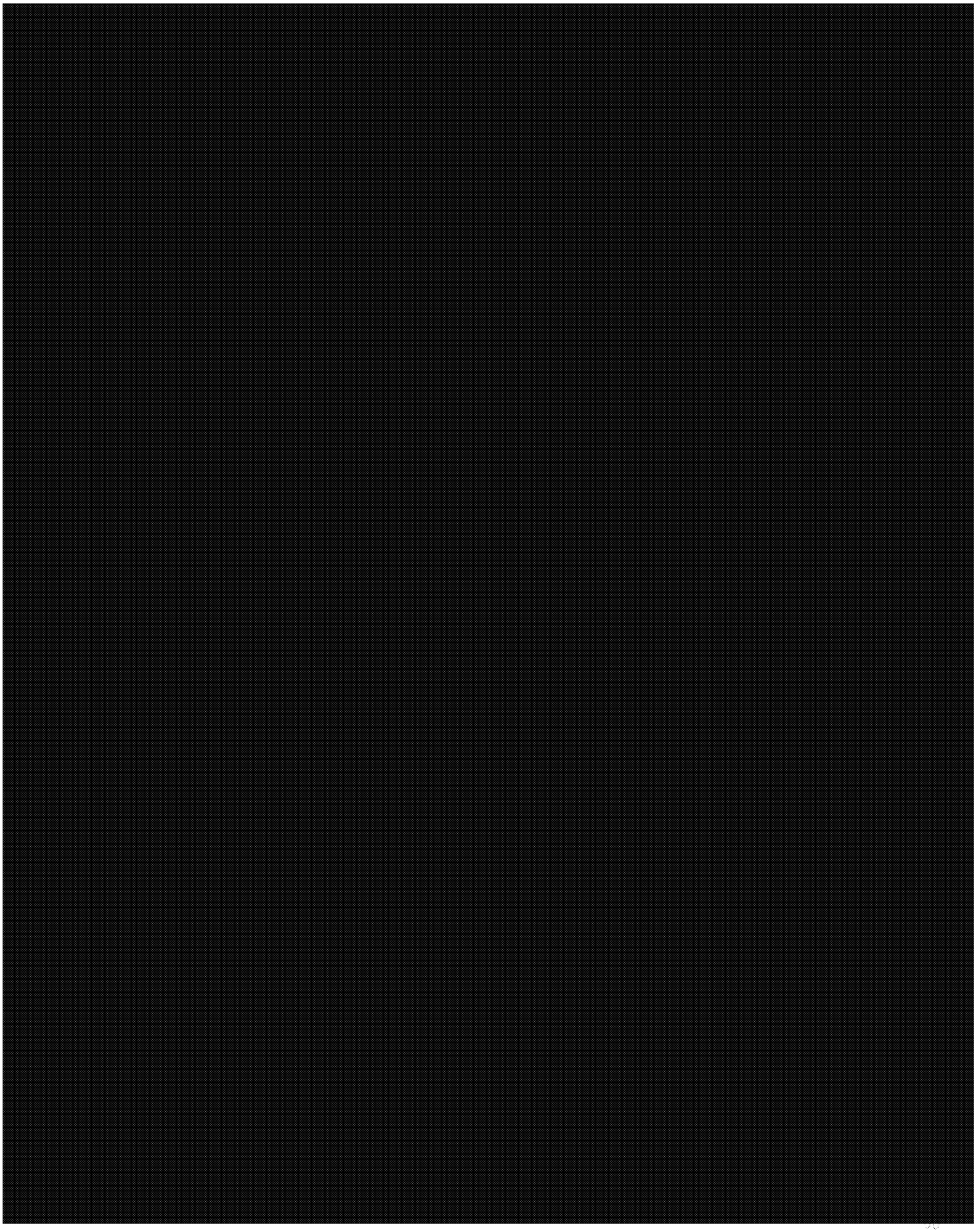
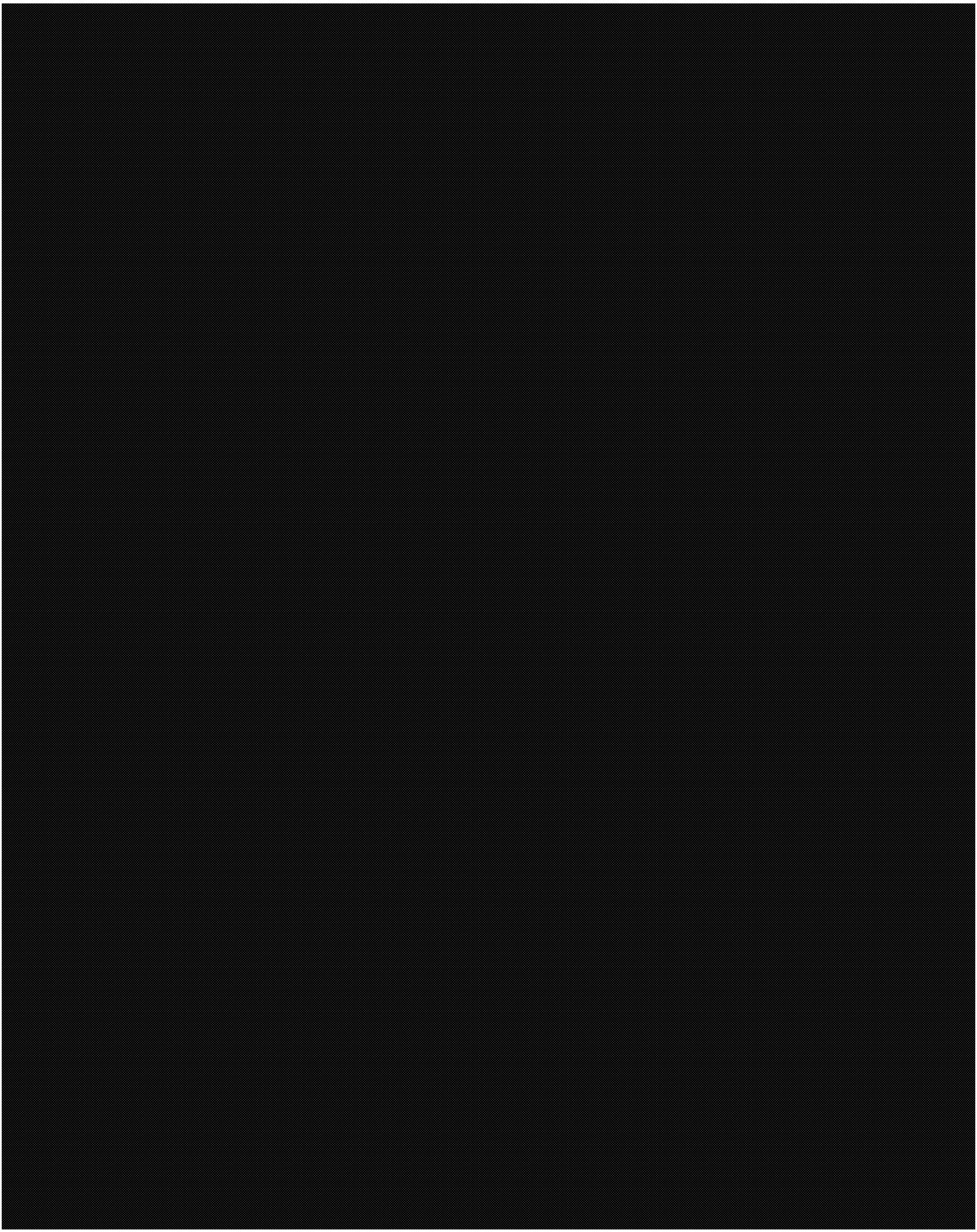
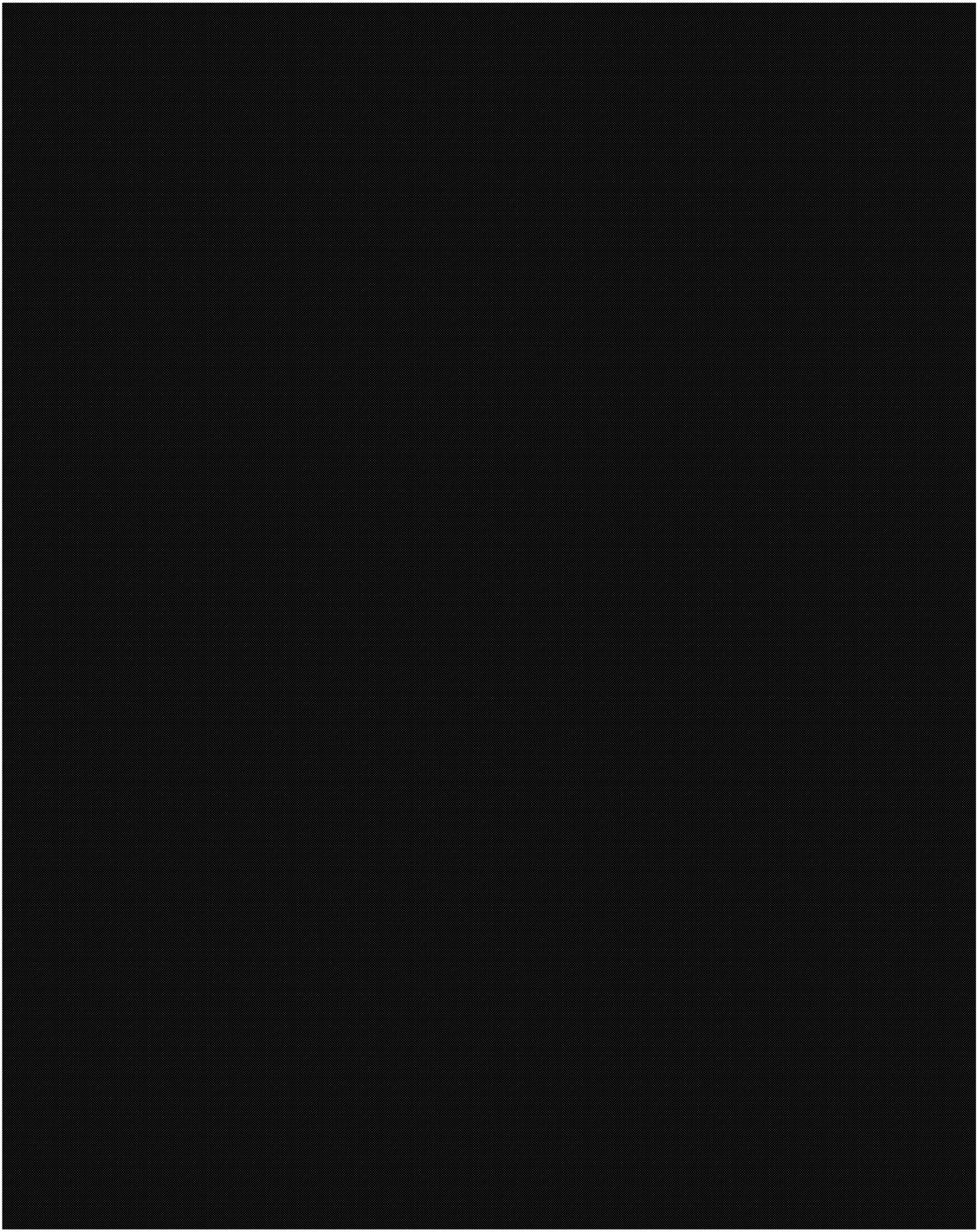


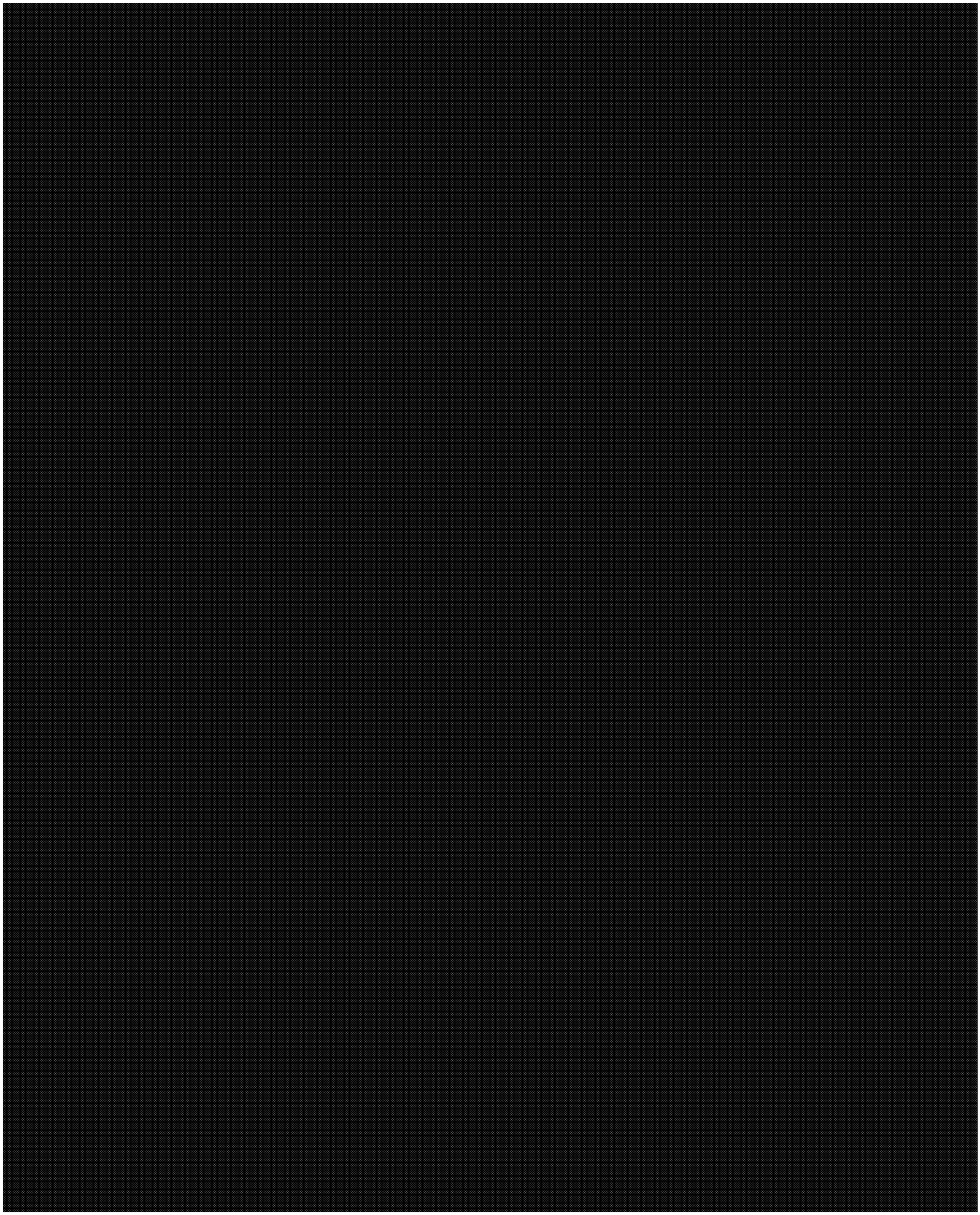


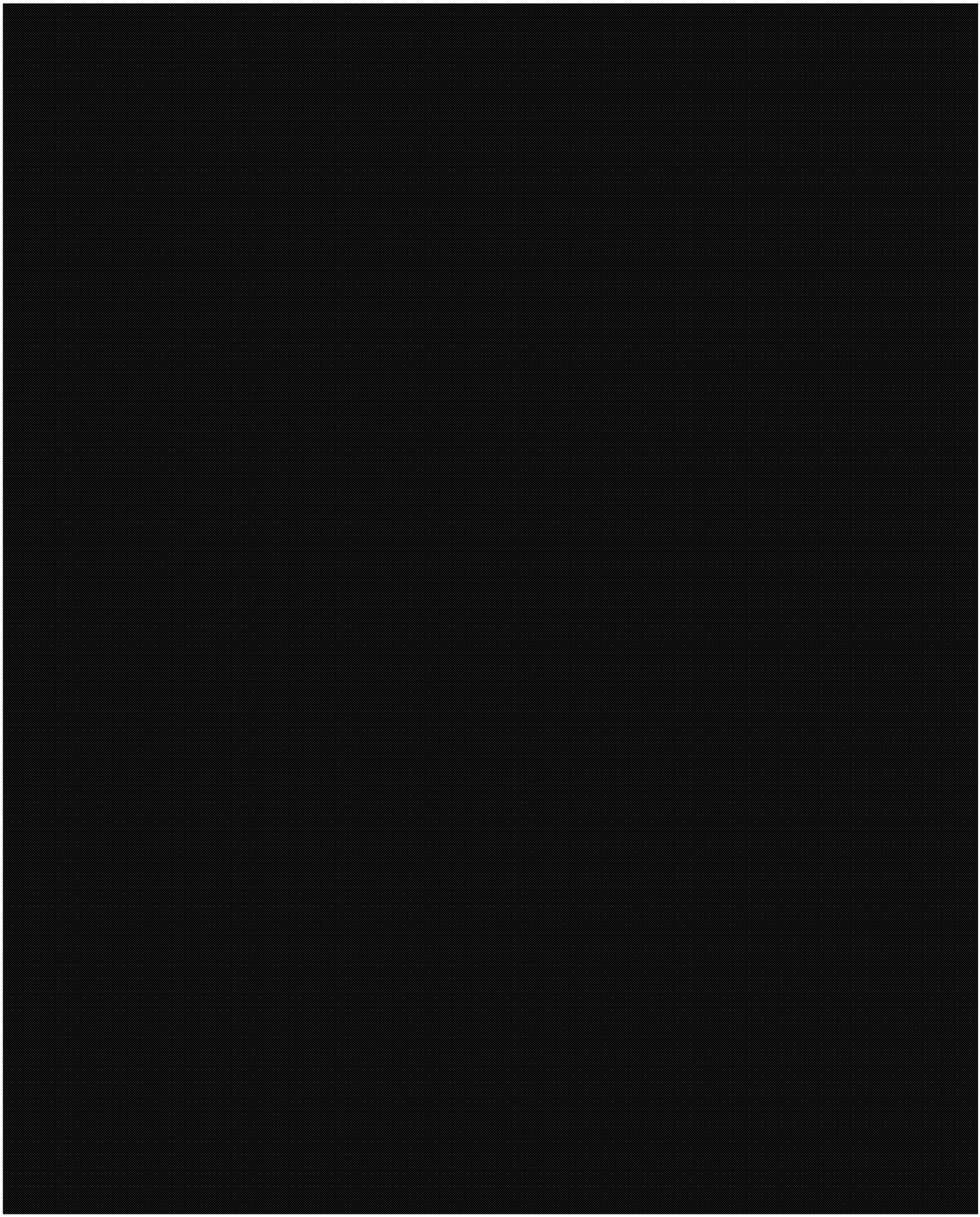


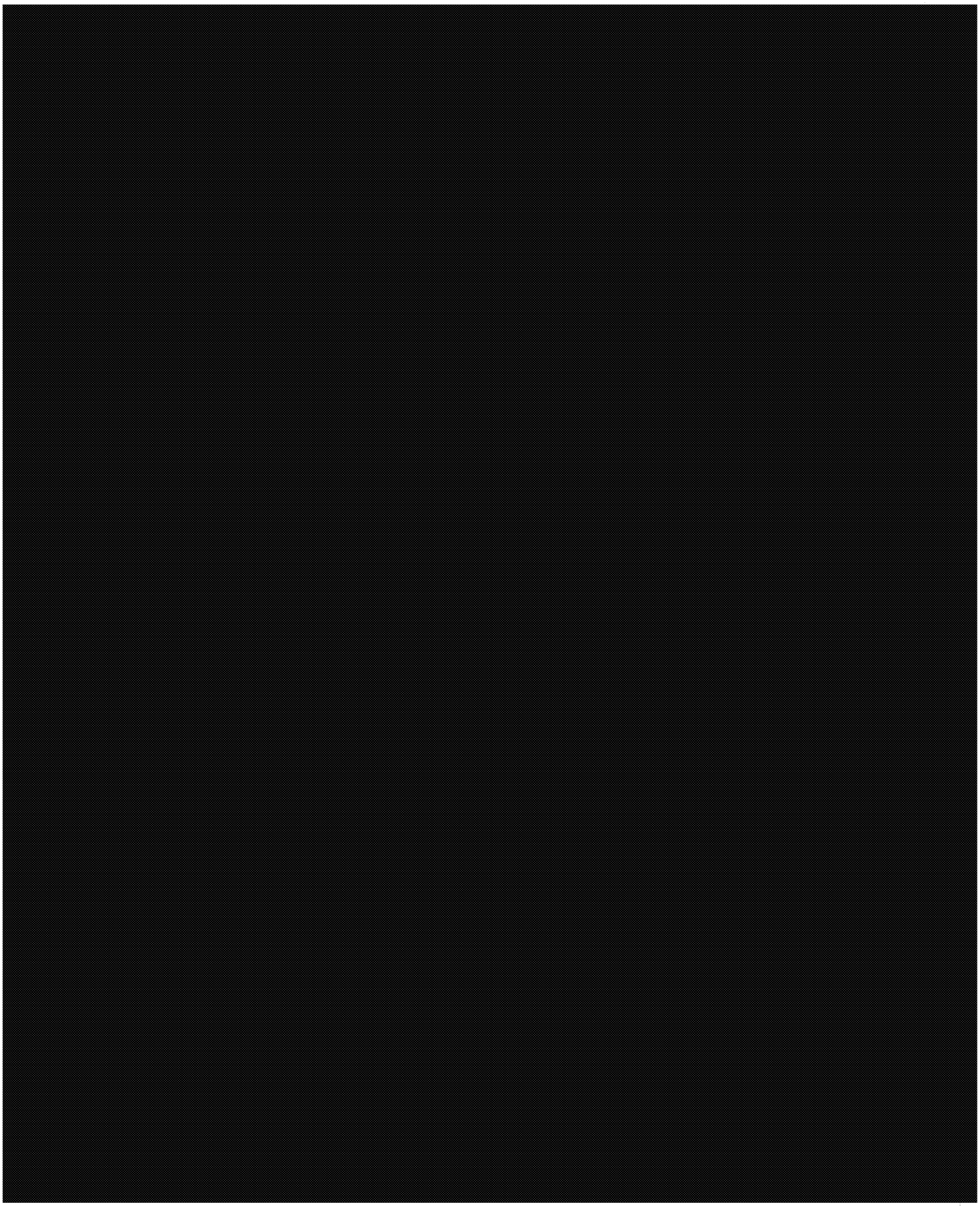


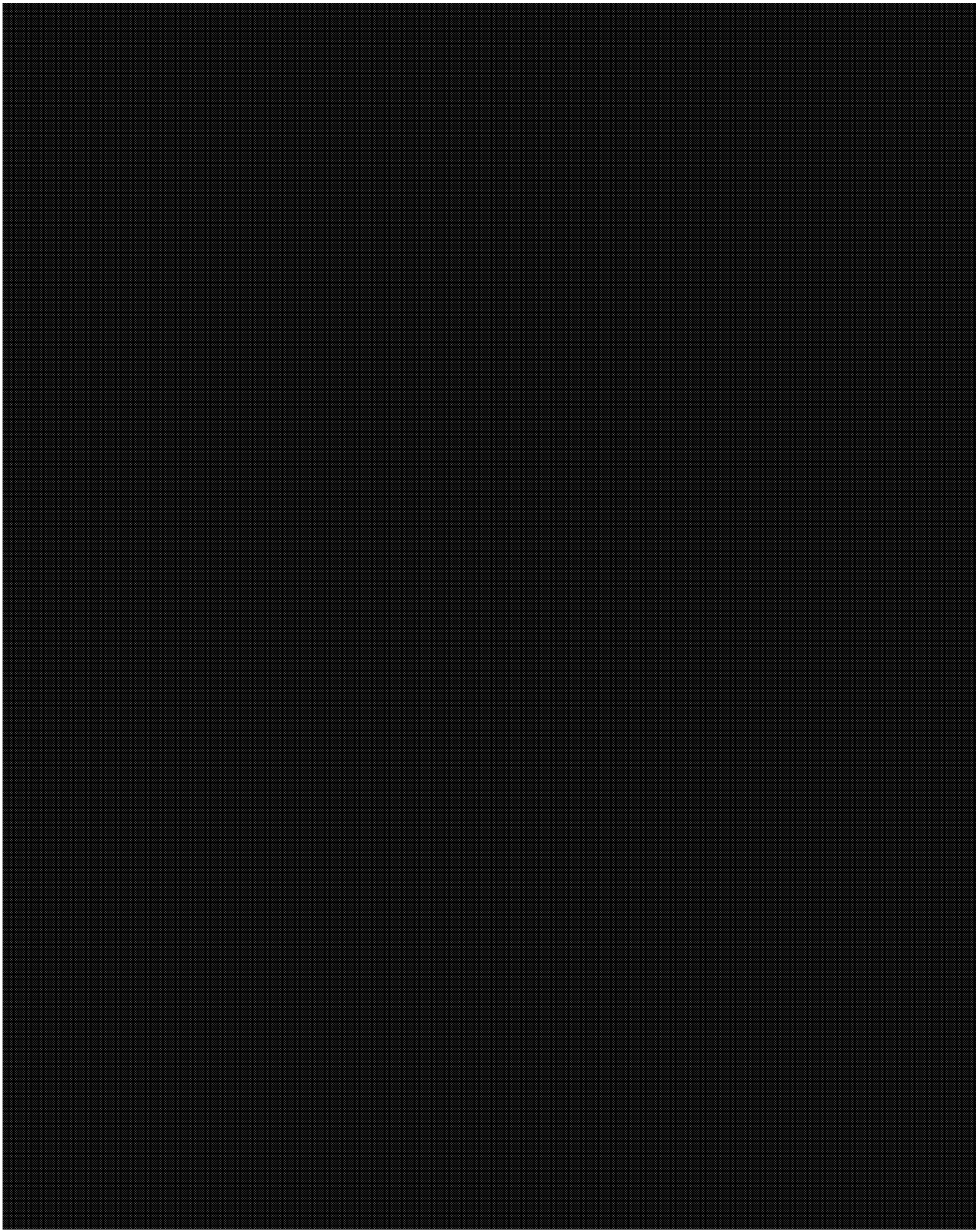


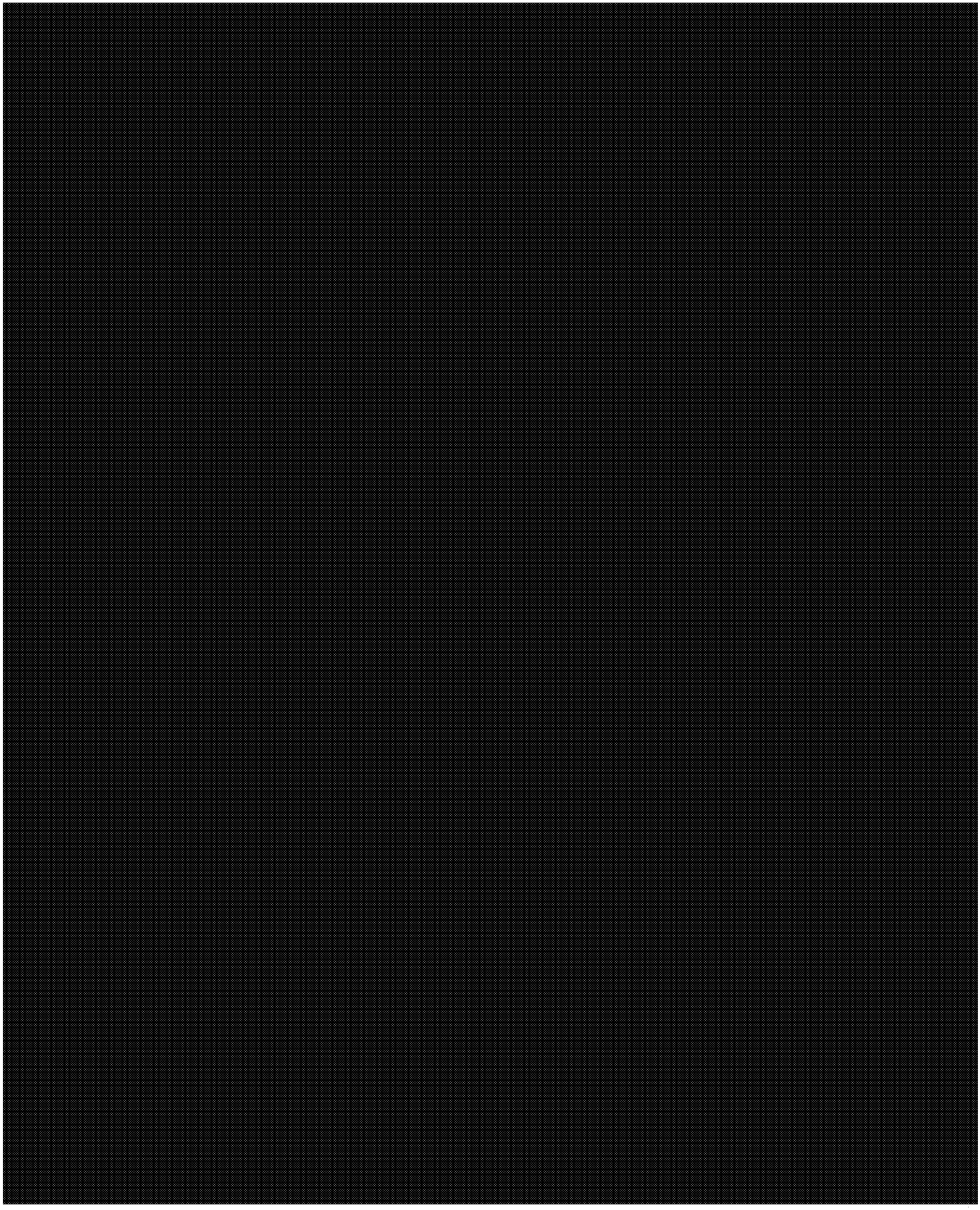


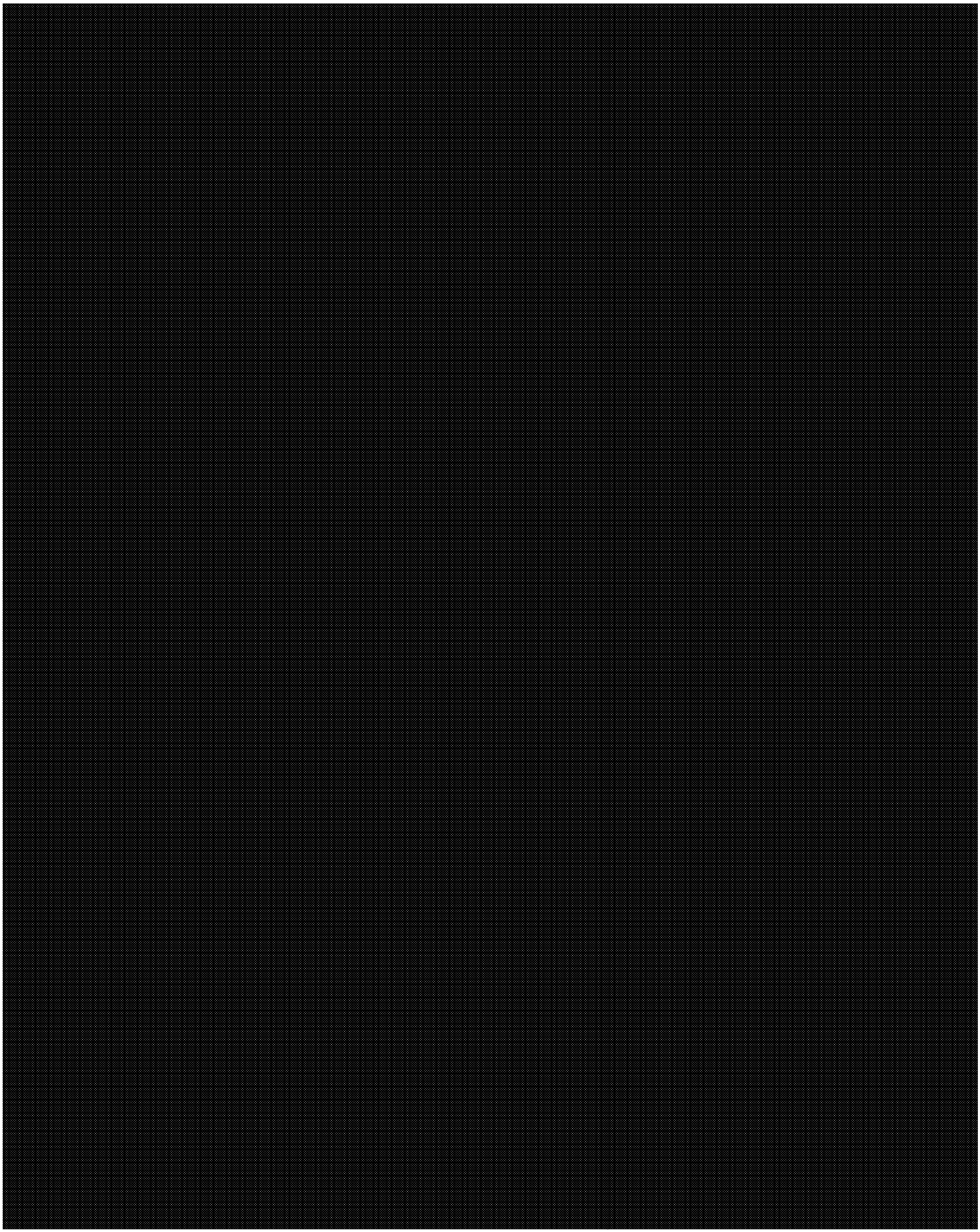












RESOLUTION NO.: _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INGLEWOOD AMENDING THE 2019-2020 ANNUAL BUDGET TO PAY CERTAIN INVOICES ASSOCIATED WITH ADDITIONAL PHASE II ENVIRONMENTAL WORK REQUIRED FOR THE PREPARATION AND REVIEW OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT REPORT AND OTHER RELATED SERVICES.

WHEREAS, on August 15, 2017, the City Council, the City of Inglewood as Successor Agency to the Former Redevelopment Agency, and the Inglewood Parking Authority approved an Exclusive Negotiating Agreement with Murphy's Bowl, LLC; and

WHEREAS, on December 19, 2017, the City Council approved a funding agreement with Murphy's Bowl, LLC to provide certain funding for the phased preparation of a California Environmental Quality Act report ("Environmental Impact Report") with regard to the proposed development of a National Basketball Association arena and associated facilities; and

WHEREAS, Phase I environmental work has concluded and Phase II environmental work has commenced but required additional Phase II environmental work ("Phase II Augment Work") necessary for the timely completion of the Environmental Impact Report and associated documents related to a professional basketball arena; and

WHEREAS, Phase II Augment Work has been completed; pursuant to which, the costs of which exceeded the available contract funding amount for the Phase II environmental work; and

WHEREAS, this budget amendment will ensure that the additional funds are available to pay the invoices for the City-requested and approved Phase II Augment Work; and

WHEREAS, sufficient funds are available and identified in Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Inglewood, California, does hereby:

SECTION 1. Amend the City's 2019-2020 fiscal year budget to reflect the adjustments as shown in Exhibit "A."

BE IT FURTHER RESOLVED that the City Clerk certify to the adoption of this Resolution and the same shall be in full force and effect immediately upon adoption.

Passed, approved and adopted this _____ day of _____, 2020

CITY OF INGLEWOOD

_____

James T. Butts, Jr.,
Mayor

ATTEST:

_____

Yvonne Horton,
City Clerk

N:\JALEWIS\Budget Amendments\(Planning) - Murphy's Bowl Phase 2 - Budget Amendment 4.20.doc

Exhibit A

Fund:	300	Advanced Funds
Agency:	100	Capital Projects
Orgn:	A002	Murphy's Bowl-CEQA

	OBJECT CODE	FY2019-20 Budget	Amendment Request	Increase/ (Decrease)
4000.00	Revenue	$ 3,191,770	$ 3,287,904	$ 96,134
	Total	**$ 3,191,770**	**$ 3,287,904**	**$ 96,134**

Fund:	300	Advanced Funds
Agency:	100	Capital Projects
Orgn:	A002	Murphy's Bowl-CEQA

	OBJECT CODE	FY2019-20 Budget	Amendment Request	Increase/ (Decrease)
44860.00	Contract Services	$ 3,792,858	$ 3,888,991	$ 96,134
	Total	**$ 3,792,858**	**$ 3,888,991**	**$ 96,134**

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 3

INGLEWOOD, CALIFORNIA

Tuesday, May 19, 2020

Inglewood All-America City 2009

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: PUBLIC PARTICIPATION: Pursuant to Executive N-29-20, which suspends portions of the Brown Act, and given the current health concerns, members of the public can access meetings live on-line, with audio and limited video, at https://www.facebook.com/cityofinglewood and on Spectrum Cable Channel 35. In addition, members of the public can participate telephonically to submit public comments on agenda items, public hearings, and/or City business by dialing 1-877-369-5230 or 1-617-668-3632 (Access Code 0347338##). The conference begins at 1:30 p.m., Pacific Time on May 19, 2020, and all interested parties may join the conference 5 minutes prior. Should any person need assistance with audio, please dial 889-796-6118.

Should you choose to submit comments electronically for consideration by the Inglewood City Council/Successor Agency/Housing Authority/Finance Authority/Parking Authority/Joint Powers Authority (Legislative Body) by sending them to the City Clerk/Secretary at yhorton@cityofinglewood.org, and Deputy City Clerk at aphillips@cityofinglewood.org. To ensure distribution to the members of the Legislative Body prior to consideration of the agenda, please submit comments prior to 12:00 P.M. the day of the meeting, and in the body of the email, please identify the agenda number or subject matter. Those comments, as well as any comments received after 12:00 P.M., will be distributed to the members of the Legislative Body and will be made part of the official public record of the meeting. Contact the Office of the City Clerk at 310-412-5280 with any questions.

ACCESSIBILITY: If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, in order to observe and/or offer public comment may request such reasonable modification, accommodation, aid, or service by contacting the Office of the City Clerk by telephone at 310-412-5280 or via email to yhorton@cityofingelwood.org no later than 10:00 AM on the day of the scheduled meeting.

AGENDA

CITY COUNCIL/SUCCESSOR AGENCY

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 CLOSED SESSION ITEMS 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 Officers Association (IPOA); Inglewood Police Management Association (IPMA).

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 on any item on today's agendas, other than the public hearing, may do so at this time.

PUBLIC HEARINGS

PH-1. ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

Public hearing to consider an ordinance amending the Inglewood Municipal Code to establish policies for Short Term Rentals.*

Documents:

PH-1.PDF

CONSENT CALENDAR

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

2. POLICE DEPARTMENT

Staff report recommending authorization to pay invoices from Cellebrite for mobile device data extraction and analytics services. (General Fund)

Documents:

2.PDF

3. POLICE DEPARTMENT

Staff report recommending authorization to pay invoices from Leverage Information Systems for repair and maintenance of the Police Department's camera equipment. (Asset Forfeiture Fund)

Documents:

3.PDF

DEPARTMENTAL REPORTS

DR-1. OFFICE OF THE CITY ATTORNEY

Staff report recommending approval of the Fourth Amendment to CEQA Funding Agreement No. 18-055 with Murphy's Bowl to include an additional $96,133.59 to cover costs of certain Legal activities and services (Phase II) provided by third party consultant at the request and on behalf of the City with regard to the proposed development of a National Basketball Association Arena and associated facilities (Project) near the intersection of Prairie Avenue and Century Boulevard; necessary to provide certain environmental and legal services on behalf of the City as required and/or contemplated by the Exclusive Negotiating Agreement.

Documents:

DR-1.PDF

DR-2. OFFICE OF THE CITY MANAGER

Staff report recommending approval to develop and staff a Housing Protection Department (HP Department). (General Fund)

Documents:

DR-2.PDF

DR-3. SECTION 8, HOUSING & CDBG DEPARTMENT

Staff report recommending approval of a California Tax Credit Allocation Committee (TCAC) Lease Rider for PATH Eucalyptus located at 502-508 S. Eucalyptus Avenue, Inglewood, CA 90301.

Documents:

DR-3.PDF

DR-4. SECTION 8, HOUSING & CDBG DEPARTMENT

Staff report recommending the appointment and confirmation of two Inglewood Housing Authority (IHA) Section 8 tenant participants to the Housing Advisory Commission.

Documents:

DR-4.PDF

DR-5 & CSA-1. PUBLIC WORKS DEPARTMENT

Staff report recommending approval of an amendment to Agreement No. 18-150 with Sialic Contractors, Corporation dba Shawnan to increase the contract amount by an additional $332,300 for construction work performed on the Imperial Highway Improvement Project (P610).

Documents:

DR-5, CSA-1.PDF

REPORTS – CITY ATTORNEY

A-1. Report on Closed Session Items.

A-2. Oral reports – City Attorney.

REPORTS – CITY MANAGER

CM-1. Oral reports – City Manager.

REPORTS – CITY CLERK

CC-1. Oral reports – City Clerk.

REPORTS – CITY TREASURER

CT-1. Oral reports – City Treasurer.

INGLEWOOD SUCCESSOR AGENCY

Call To Order

DEPARTMENTAL REPORTS

CSA-1 & DR-5. PUBLIC WORKS DEPARTMENT

Staff report recommending approval of an amendment to Agreement No. 18-150 with Sialic Contractors, Corporation dba Shawnan to increase the contract amount by an additional $332,300 for construction work performed on the Imperial Highway Improvement Project (P610).

Documents:

DR-5, CSA-1.PDF

ADJOURNMENT INGLEWOOD SUCCESSOR AGENCY

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.

We're sorry, but there is not a web page matching your entry.

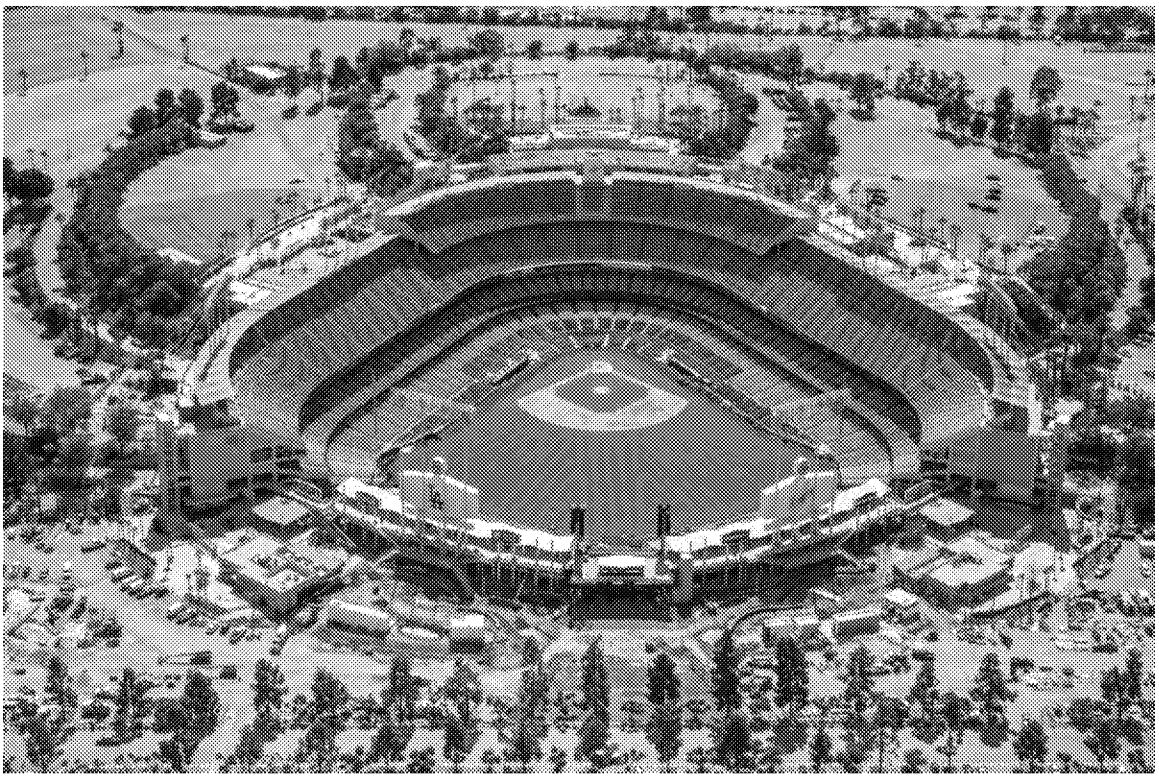
You entered: **https://www.cityofinglewood.org/AgendaCenter/ViewFile/Item/9166?fileID=4434**

Click here to go to the home page

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 4

Coronavirus could halt L.A. concerts, sporting events until 2021, Garcetti says



Dodger Stadium sits empty. (Robert Gauthier / Los Angeles Times)

By Dakota Smith, Ben Welsh
April 15, 2020 | 10:05 AM UPDATED6:37 PM

Los Angeles may hold off on allowing big gatherings until 2021 because of the coronavirus threat, according to an internal Los Angeles Fire Department email reviewed by The Times.

Mayor Eric Garcetti raised the issue during his weekly briefing Monday with a group of high-level staff from several departments, including Fire Chief Ralph Terrazas. Garcetti indicated during the conference call that "large gatherings such as concerts and sporting events may not be approved in the city for at least 1 year," according to the email.

LAFD Deputy Chief Trevor Richmond wrote the email summarizing Terrazas' meeting with Garcetti and others and sent it Tuesday to several fire department staffers. The email was reviewed by The Times.

Fire Department spokesman Peter Sanders said Tuesday that Terrazas was "paraphrasing information he received from the mayor regarding possible scenarios for reopening timelines across a range of events."

Garcetti spokesman Alex Comisar confirmed the mayor's comments at the meeting. "The mayor was generally referencing studies of current and historical data and best practices for safely reopening our economy," Comisar said.

Comisar said the mayor doesn't have a timeline for Los Angeles to begin resuming large-scale events. Garcetti himself has repeatedly told Angelenos during his nightly press briefings that it would be a mistake to reopen businesses and stores before the pandemic can be controlled.

"It's difficult to imagine us getting together in the thousands any time soon. I think we should be prepared for that this year. I think we all have never wanted science to work so quickly. But until there's either a vaccine, some sort pharmaceutical intervention or herd immunity, the science is the science," Garcetti said on CNN Wednesday.

Garcetti also talked during the conference call with his staff about reopening the economy, starting with "essential businesses and small businesses ... phased in over a period of time (6-10 months)," according to Richmond's email.

The coronavirus pandemic has caused the cancellation of sporting, music and cultural events across the globe.

California Gov. Gavin Newsom said Tuesday that events that draw hundreds or thousands of strangers will be off limits for the near future, based on current guidelines. The state needs to boost testing, protect high-risk residents from infection and expand hospital capacity before the stay-at-home order imposed last month can be modified, he said.

"The prospect of mass gatherings is negligible at best until we get to herd immunity and we get to a vaccine," Newsom said.

Absent a vaccine, Newsom said that Californians should expect to continue to wear face coverings or masks, and to visit restaurants with fewer tables, disposable menus and waiters wearing masks and gloves as the state slowly transitions back to normal.

His administration suggested the state will introduce guidelines for businesses to conduct "health checks" when employees return to work.

He also discussed the possibility of staggering school start times throughout the day for students if they return to campus in the fall.

Experts say stay-at-home orders could persist until the end of May or mid-June.

Dr. Robert Kim-Farley, a UCLA medical epidemiologist and infectious disease expert, said by that time, places that have effectively maintained physical distancing measures will see significant reductions in the numbers of cases. In the nation's worst-hit areas, hospitals may start to see relief.

Also at that time, Kim-Farley suspects there will be enough capacity to offer tests for the virus and antibodies — to determine whether people are immune — to meet the demand.

In the early summer, perhaps in the middle of June to the end of July, there may be some nuanced, tailored approaches for getting people back to work and easing stay-at-home orders, he said.

Elsewhere, New Orleans Mayor LaToya Cantrell has recommended that large events in that city be pushed off until 2021, according to a local news report.

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 5

Message

From: Zhang, Kaitlyn [Kaitlyn.Zhang@culvercity.org]
Sent: 3/24/2020 11:15:08 AM
To: Perla Solis [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=ac01905dc0234d478aa4d06edcceb4dc-perla]
CC: Chang, Diana [diana.chang@culvercity.org]; Chan, Jane [Jane.Chan@culvercity.org]
Subject: RE: Inglewood Basketball and Entertainment Center (IBEC) DEIR Comment Period Extended
Flag: Follow up

Hi Perla,

Can we provide our comments to you after the deadline? We have some very preliminary comments but because all staff is dealing with COVID-19, we will not be able to complete our review today.

Thank you,
Kaitlyn

___
Kaitlyn Zhang
Management Analyst | Transportation Planner
City of Culver City (Culver CityBus)
(310) 253 6503

From: Perla Solis <perla@trifiletticonsulting.com>
Sent: Tuesday, March 17, 2020 9:34 AM
To: Chan, Jane <Jane.Chan@culvercity.org>
Cc: Chang, Diana <diana.chang@culvercity.org>; Zhang, Kaitlyn <Kaitlyn.Zhang@culvercity.org>
Subject: RE: Inglewood Basketball and Entertainment Center (IBEC) DEIR Comment Period Extended

You're welcome. Hope the extra time helps.

Thanks,

Perla Solis
Planning Associate
Trifiletti Consulting, Inc
Office: (213) 315-2121 ext 104
Cell: (626) 257-4255

From: Chan, Jane <Jane.Chan@culvercity.org>
Sent: Tuesday, March 17, 2020 8:30 AM
To: Perla Solis <perla@trifiletticonsulting.com>
Cc: Chang, Diana <diana.chang@culvercity.org>; Zhang, Kaitlyn <Kaitlyn.Zhang@culvercity.org>
Subject: RE: Inglewood Basketball and Entertainment Center (IBEC) DEIR Comment Period Extended

Thank you, Perla.

From: Perla Solis <perla@trifiletticonsulting.com>
Sent: Monday, March 16, 2020 11:16 AM
To: Chan, Jane <Jane.Chan@culvercity.org>

Cc: Chang, Diana <diana.chang@culvercity.org>; Zhang, Kaitlyn <Kaitlyn.Zhang@culvercity.org>
Subject: RE: Inglewood Basketball and Entertainment Center (IBEC) DEIR Comment Period Extended

Hi Jane,

Looks like you will have more time to prepare your responses as the comment period for the Inglewood Basketball and Entertainment Center has been now been extended to **March 24,2020**.Please let me know if you have any questions.

Thanks,

Perla Solis
Planning Associate
Trifiletti Consulting, Inc
Office: (213) 315-2121 ext 104
Cell: (626) 257-4255

From: Chan, Jane <Jane.Chan@culvercity.org>
Sent: Monday, March 16, 2020 8:55 AM
To: Perla Solis <perla@trifiletticonsulting.com>
Cc: Chang, Diana <diana.chang@culvercity.org>; Zhang, Kaitlyn <Kaitlyn.Zhang@culvercity.org>
Subject: RE: Inglewood Basketball and Entertainment Center (IBEC) DEIR Comment Period Extended

Thanks, Perla.

From: Perla Solis <perla@trifiletticonsulting.com>
Sent: Monday, March 16, 2020 8:48 AM
To: Chan, Jane <Jane.Chan@culvercity.org>
Cc: Chang, Diana <diana.chang@culvercity.org>; Zhang, Kaitlyn <Kaitlyn.Zhang@culvercity.org>
Subject: RE: Inglewood Basketball and Entertainment Center (IBEC) DEIR Comment Period Extended

Hi Jane – I'll follow-up with the team and get back to you today.

Thanks,

Perla Solis
Planning Associate
Trifiletti Consulting, Inc
Office: (213) 315-2121 ext 104
Cell: (626) 257-4255

From: Chan, Jane <Jane.Chan@culvercity.org>
Sent: Monday, March 16, 2020 8:47 AM
To: Perla Solis <perla@trifiletticonsulting.com>
Cc: Chang, Diana <diana.chang@culvercity.org>; Zhang, Kaitlyn <Kaitlyn.Zhang@culvercity.org>
Subject: RE: Inglewood Basketball and Entertainment Center (IBEC) DEIR Comment Period Extended

Hi Perla – following up my request below to extend the comment period and the absolute deadline to submit our comments. Thanks in advance.

-Jane

From: Chan, Jane
Sent: Thursday, March 12, 2020 7:38 PM
To: Perla Solis <perla@trifilletticonsulting.com>
Cc: Diana Chang (diana.chang@culvercity.org) <diana.chang@culvercity.org>; Zhang, Kaitlyn <Kaitlyn.Zhang@culvercity.org>
Subject: RE: Inglewood Basketball and Entertainment Center (IBEC) DEIR Comment Period Extended

Hi Perla,

Due to coronavirus, our staff resources have been shifted to prepare actions in respond to coronavirus. We are working on the comments but will not be able to provide them by 3/17. What is the absolute deadline to submit our comments?

Thanks very much,
Jane

From: Perla Solis <perla@trifilletticonsulting.com>
Sent: Thursday, March 5, 2020 11:02 AM
To: 'Shirley Hsiao' <shsiao@lbtransit.com>; Burner, Lee <lburner@lbtransit.com>; Ernie Crespo <ECrespo@gardenabus.com>; Ramisi Watkins <rwatkins@gardenabus.com>; mvanlueven@gardenabus.com; Paige Hansen <PHansen@gardenabus.com>; Chan, Jane <Jane.Chan@culvercity.org>; Chang, Diana <diana.chang@culvercity.org>; Vinita Waskow <Vinita.Waskow@redondo.org>; Joyce Rooney <Joyce.Rooney@redondo.org>; Page, Scott <PAGES@metro.net>; Greene, Scott <GreeneS@metro.net>; Rod Goldman <rgoldman@gardenabus.com>; Leslie Scott <Leslie.Scott@redondo.org>; Timothy McCormick <Timothy.McCormick@SMGOV.NET>; Turner, Kim <KTURNER@TorranceCA.gov>; Zhang, Kaitlyn <Kaitlyn.Zhang@culvercity.org>; Jeffrey Lau <jlau@wildan.com>; cgipson@lbtransit.com
Cc: Lisa Trifiletti <lisa@trifilletticonsulting.com>; Mindy Wilcox (mwilcox@cityofinglewood.org) <mwilcox@cityofinglewood.org>
Subject: RE: Inglewood Basketball and Entertainment Center (IBEC) DEIR Comment Period Extended

Hello everyone,

Hope you are doing well! Just wanted to let you know that the comment period for the Inglewood Basketball and Entertainment Center has been extended to **March 17,2020**. Please see attached document.

Thanks,

Perla Solis
Planning Associate
Trifiletti Consulting, Inc
Office: (213) 315-2121 ext 104
Cell: (626) 257-4255

From: Perla Solis
Sent: Thursday, February 6, 2020 1:53 PM

To: 'Shirley Hsiao' <shsiao@lbtransit.com>; Burner, Lee <lburner@lbtransit.com>; Ernie Crespo <ECrespo@gardenabus.com>; Ramisi Watkins <rwatkins@gardenabus.com>; mvanlueven@gardenabus.com; Paige Hansen <PHansen@gardenabus.com>; Jane.Chan@culvercity.org; Chang, Diana <diana.chang@culvercity.org>; Vinita Waskow <Vinita.Waskow@redondo.org>; Joyce Rooney <Joyce.Rooney@redondo.org>; Page, Scott <PAGES@metro.net>; Greene, Scott <GreeneS@metro.net>; Rod Goldman <rgoldman@gardenabus.com>; Leslie Scott <Leslie.Scott@redondo.org>; Timothy McCormick <Timothy.McCormick@SMGOV.NET>; Turner, Kim <KTURNER@TorranceCA.gov>; Zhang, Kaitlyn <Kaitlyn.Zhang@culvercity.org>; Jeffrey Lau <jlau@willdan.com>; cgipson@lbtransit.com
Cc: Lisa Trifiletti <lisa@trifiletticonsulting.com>; Mindy Wilcox (mwilcox@cityofinglewood.org) <mwilcox@cityofinglewood.org>
Subject: Inglewood Basketball and Entertainment Center (IBEC) DEIR Comment Period Extended

Hello everyone,

Just an FYI that the public comment period for the Inglewood Basketball and Entertainment Center (IBEC) DEIR has been extended by thirty days. Please see attached.

Thanks,

Perla Solis
Planning Associate
Trifiletti Consulting, Inc
Office: (213) 315-2121 ext 104
Cell: (626) 257-4255

Trifiletti Consulting, Inc. does not accept responsibility for the content of any email transmitted for reasons other than approved business purposes

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This communication may contain privileged and/or confidential information and is intended for the sole use of addressee. If you are not the addressee you are hereby notified that any dissemination of this communication is strictly prohibited. Please promptly notify the sender by reply email and immediately delete this message from your system. Trifiletti Consulting, Inc. does not accept responsibility for the content of any email transmitted for reasons other than approved business purposes

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The City of Culver City keeps a copy of all E-mails sent and received for a minimum of 2 years. All retained E-mails will be treated as a Public Record per the California Public Records Act, and may be subject to disclosure pursuant to the terms, and subject to the exemptions, of that Act.

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 6

Los Angeles County
Registrar-Recorder/County Clerk

VOTING & ELECTIONS | RECORDS | COUNTY CLERK | NEWSROOM | PUBLICATIONS | JOBS

California Environmental Quality Act (CEQA) Notice Search

Effective January 2, 2019, hardcopy postings will no longer be posted in the Business Filing and Registration Section, Room 1201 in the Norwalk lobby.

Search By	Notice Type	Submitter	
Submitter	NOA - Notice of Availability	city of inglewood	Search

Results for **city of inglewood** by **Submitter** 14 records found

Filing Number	Project Title	Submitter	Filed	Notice Type	Action
2019159081	HITON TRU HOTEL	CITY OF INGLEWOOD PLANNING DIVISION	6/11/19	NOD - Notice of Determination	View
2019173177	INGLEWOOD CITY TREE PLANTING PROJECT	CITY OF INGLEWOOD PUBLIC WORKS DEPARTMENT	6/20/19	NOE - Notice of Exemption	View
2019206046	VINCENT PARK TENNIS COURT PAINTING PROJECT	CITY OF INGLEWOOD	7/29/19	NOE - Notice of Exemption	View
2019222784	BILLBOARD AGREEMENT BETWEEN THE CITY OF INGLEWOOD AND WOW MEDIA, INC. (THE PROJECT APPLICANT) FOR THE INSTALLATION OF 2 DIGITAL BILLBOARD DISPLAYS IN DESIGNATED AREAS OF THE CITY	CITY OF INGLEWOOD	8/15/19	NOA - Notice of Availability	View
2019253134	INTELLIGENT TRANSPORTATION SYSTEM (ITS) PHASE IV-B PROJECT (CITY OF INGLEWOOD)	CITY OF INGLEWOOD, PUBLIC WORKS DEPARTMENT	9/19/19	NOE - Notice of Exemption	View
2019330092			12/27/19	NOA - Notice of Availability	View

	INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER	CITY OF INGLEWOOD			
2020031386	INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER (IBEC)_	CITY OF INGLEWOOD	2/6/20	NOA - Notice of Availability	View
2020035420	SITE PLAN REVIEW NO. 2020-011	CITY OF INGLEWOOD ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT	2/12/20	NOE - Notice of Exemption	View
2020042372	SPECIAL USE PERMIT NO. 2019-013 (SP-2019-013) FOR A PRELIMANARY PLANNED ASSBLY DEVELOPMENT (PAD) TO ALLOW A FIVE-STORY, 65-UNIT SENIOR MIXED-USE DEVELOPMENT.	CITY OF INGLEWOOD	2/20/20	NOI - Notice of Intent	View
2020054673	INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER (IBEC)	CITY OF INGLEWOOD	3/4/20	NOA - Notice of Availability	View
2020060603	ROGERS PARK RESTROOM PROJECT	CITY OF INGLEWOOD PUBLIC WORKS DEPARTMENT	3/11/20	NOE - Notice of Exemption	View
2020060604	VINCENT PARK SWIMMING POOL RESURFACING PROJECT	CITY OF INGLEWOOD PUBLIC WORKS DEPARTMENT	3/11/20	NOE - Notice of Exemption	View
2020064684	INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER (IBEC)	CITY OF INGLEWOOD	3/18/20	NOA - Notice of Availability	View
2020066954	EA-MND-2019-102	CITY OF INGLEWOOD	4/1/20	NOA - Notice of Availability	View

CITY OF INGLEWOOD

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

Planning Division

Christopher E. Jackson, Sr.
Director

Mindy Wilcox, AICP
Planning Manager

THIS NOTICE WAS POSTED
ON March 18 2020
UNTIL April 17 2020
REGISTRAR - RECORDER/COUNTY CLERK

NOTICE OF AVAILABILITY OF A DRAFT ENVIRONMENTAL IMPACT REPORT

Comment Period Extended to March 24, 2020

2020 064684
FILED
Mar 18 2020

DATE: ~~December 27, 2019 February 5, 2020 March 4, 2020~~ March 13, 2020

TO: Responsible Agencies, County Clerk, and Interested Parties

NOTICE IS HEREBY GIVEN that the City of Inglewood (City or Inglewood) has prepared a Draft Environmental Impact Report (EIR) for the Inglewood Basketball and Entertainment Center (Proposed Project). The Draft EIR is being distributed for public review. Pursuant to the California Public Resources Code and the California Environmental Quality Act (CEQA) Guidelines, the City of Inglewood is the Lead Agency for the Proposed Project.

Project Title: Inglewood Basketball and Entertainment Center (IBEC)

State Clearinghouse Number: 2018021056

Project Location

The Project Site is located in the southwestern portion of the City of Inglewood within Los Angeles County, approximately 10 miles south/southwest of downtown Los Angeles. The Project Site is approximately 28 acres, divided into four sites. The main portion of the Project Site (the Arena Site) is approximately 17 acres and is bounded by West Century Boulevard on the north, South Prairie Avenue on the west, South Doty Avenue on the east, and an imaginary straight line extending east from West 103rd Street to South Doty Avenue to the south. The Project Site includes three additional areas: the West Parking Garage Site on an approximately 5-acre site bounded by West Century Boulevard to the north, hotel and residential uses to the west, South Prairie Avenue to the east, and West 102nd Street to the south; the East Transportation and Hotel Site on an approximately 5-acre site bounded by West Century Boulevard to the north, industrial and commercial uses to the east and west, and West 102nd Street to the south; and the Well Relocation Site on an approximately 0.2-acre parcel located at 3812 West 102nd Street, surrounded by vacant land to the west and south and bounded by residential uses to the east. The Project Site is located immediately to the south of the Hollywood Park Specific Plan (HPSP) area.

Project Description

The Proposed Project is a Public/Private partnership between Murphy's Bowl LLC, a private applicant, and the City, and would consist of an approximately 915,000-square foot (sf) Arena Structure designed to host the LA Clippers basketball team with up to 18,000 fixed seats for National Basketball Association (NBA) games. The arena could also be configured with up to 500 additional temporary seats for events such as family shows, concerts, conventions and

corporate events, and non-LA Clippers sporting events. The Arena Structure would include an approximately 85,000-sf team practice and athletic training facility; approximately 71,000-sf of LA Clippers team office space; and an approximately 25,000 sf sports medicine clinic. Development on the Arena Site would also include an outdoor plaza with approximately 80,000 sf of circulation and gathering space, approximately 48,000 sf of retail/restaurant uses on two levels, up to 15,000 sf of community uses that could accommodate community and youth-oriented programing, and an outdoor stage. A parking garage with 650 spaces would be located immediately south of the Arena Structure within the Arena Site. An existing City of Inglewood groundwater well that is located within the Arena Site would be relocated to the Well Relocation Site as part of the Proposed Project.

The LA Clippers currently play their games at the Staples Center in downtown Los Angeles, and the LA Clippers' team offices are currently located at 1212 South Flower Street within two blocks of Staples Center. The team's existing practice and athletic training facilities are located in the Playa Vista neighborhood of Los Angeles, at 6854 South Centinela Avenue. Upon completion of the Proposed Project, those uses would be relocated to the Project Site.

Annually, it is expected that the LA Clippers would host up to five preseason games in October; 41 regular season games from October to mid-April; and an average of three playoff games from April to June based on the team's average. Other events such as concerts, family shows, conventions and corporate or civic events at which the LA Clippers staff or exhibit would take place in the Arena throughout the year, with attendance ranging from small events up to 2,000 attendees (average of 300 attendees) to full Arena capacity.

A six-story parking structure containing 3,110 parking spaces would be located within the West Parking Garage Site. A 17-foot-high pedestrian bridge would span South Prairie Avenue, connecting the West Parking Garage to the Arena Site to provide pedestrian access between the second floor of the parking garage and the Arena Site to the westernmost building in the plaza.

The East Transportation and Hotel Site would include a parking garage (365 spaces) and transportation hub to accommodate private vehicle parking, private or charter bus staging, and Transportation Network Company staging, pick-up and drop-off. The Proposed Project would also include a limited-service hotel use with up to 150 rooms on an approximately 1.3-acre portion of the East Transportation and Hotel Site. The hotel could include amenities such as a lobby, business center, a fitness room, a guest laundry facility, a market pantry, and/or an outdoor gathering area. The hotel would be approximately six stories, with a maximum height of approximately 100 feet.

Circulation improvements including driveways, signals, a crosswalk, bicycle parking, relocation of two bus stops, improved sidewalks, and a 17-foot tall pedestrian bridge crossing South Prairie Avenue would be included as part of the Proposed Project. A portion of West 102nd Street between South Prairie Avenue and South Doty Avenue would be vacated and included within the Arena Site. Approximately 350 linear feet of West 101st Street would be vacated and developed as part of the West Parking Garage Site. The primary vehicular access to the Project Site would be provided along the major corridors of South Prairie Avenue and West Century Boulevard. Before, during, and after LA Clippers basketball games and other large events, the Proposed Project would provide shuttle service that would connect the Project Site to the Metro Green Line's Hawthorne/Lennox Station and the Metro Crenshaw/LAX Line's La Brea/Florence

Station. The shuttle service would drop off and pick up attendees at the proposed shuttle pick-up and drop-off location on the west side of the Arena Site along South Prairie Avenue. The Proposed Project would also include identification and advertising signage, graphic display panels or systems, potential illuminated rooftop signage, and wayfinding signage.

The EIR also considered the potential environmental impacts associated with two Project Variants to circulation infrastructure: the West Century Boulevard Pedestrian Bridge Variant and the Alternate Prairie Access Variant. These Project Variants are proposed in order to provide flexibility to allow the City to approve them as part of the Proposed Project, if desired. Each Project Variant would include the same land use program, parking/loading, mechanical equipment, vehicular circulation, streetscape improvements, and sustainability features as the Proposed Project.

Environmental Topics Evaluated/Potentially Significant Impacts

The Draft EIR examines the potential impacts that would be generated by the Proposed Project in relation to the following environmental topics: Aesthetics; Air Quality; Biological Resources; Cultural & Tribal Cultural Resources; Energy Demand & Conservation; Geology & Soils; Greenhouse Gas Emissions; Hazards & Hazardous Materials; Hydrology & Water Quality; Land Use & Planning; Noise; Public Services; Transportation & Circulation; and Utilities & Service Systems. Potentially significant impacts have been identified in these topics except for Energy Demand & Conservation; Land Use & Planning; Population, Employment, & Housing; and Public Services.

In addition, the Draft EIR evaluates seven project alternatives: No Project, Reduced Project Size, City Services Center Alternative Site, Baldwin Hills Alternative Site, The District at South Bay Alternative Site, The Hollywood Park Specific Plan Alternative Site, and The Forum Alternative Site.

The Project Site was included on the following list compiled pursuant to Section 65962.5 of the California Government Code: (1) "Various City Properties", 3900 West 102nd Street, National Pollutant Discharge Elimination System (NPDES) database for discharges associated with demolition and construction activities; (2) Well No. 6, 3901 West 102nd Street, State Water Resources Control Board (SWRCB) Enforcement Action and SWRCB Waste Discharge System databases; (3) Inglewood Redevelopment Agency, 3901 West 102nd Street, DTSC Hazardous Waste Manifest database; (4) Well No. 1NA 2NA 4 & 6, 3901 West 102nd Street, Facility Index System (FINDS) database for water supply well or wells; (5) E & M German Car Repair, 10220 South Prairie Avenue, 1990–1992 historical EDR (proprietary) auto databases (further review determined this to be erroneous, and the auto repair facility is associated with the 10223 South Prairie Avenue property to the west, outside of project boundary); and (6) Omega Carpet & Uphl Stm Cleaning, 3822 West Century Boulevard, EDR (proprietary) historical cleaner database from 1992.

Public Comment Period

The EIR and its technical appendices are available for the public review and comment period required under Section 15105 of the CEQA Guidelines from December 27, 2019 through ~~February 10, 2020~~ ~~March 10, 2020~~ ~~March 17, 2020~~ March 24, 2020.

Written comments on the Draft EIR and technical appendices must be received **no later than 5:00 p.m. on ~~February 10, 2020~~ ~~March 10, 2020~~ ~~March 17, 2020~~ March 24, 2020**. Submit written comments to:

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

You may also send comments via email to:
E-Mail: ibecproject@cityofinglewood.org

A printed copy of the Draft EIR is available for review at the following locations:

Inglewood City Hall
Economic & Community Development Department
Planning Division
One West Manchester Boulevard, 4th Floor
Inglewood, CA 90301

Inglewood Public Library
101 West Manchester Boulevard
Inglewood, CA 90301

Crenshaw Imperial Branch Library
149 Crenshaw Boulevard
Inglewood, CA 90303

An electronic version of the Draft EIR can be accessed at the following locations:

City of Inglewood Website
https://www.cityofinglewood.org/1036/Murphys-Bowl-Proposed-NBA-Arena

Project Website
www.IBECProject.com

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 7

STATE OF CALIFORNIA
Governor's Office of Planning and Research
State Clearinghouse and Planning Unit

Gavin Newsom
Governor

Kate Gordon
Director

Memorandum

Date: March 16, 2020

To: All Reviewing Agencies

From: Scott Morgan, Director

Re: SCH # **2018021056**

Inglewood Basketball and Entertainment Center (IBEC)

Pursuant to the attached letter, the Lead Agency has *extended* the review period for the above referenced project to **March 24, 2020** to accommodate the review process. All other project information remains the same.

Please contact the Lead Agency for further information if you no longer have the project.

cc: Mindy Wilcox
City of Inglewood
One West Manchester Boulevard, 4th Floor
Inglewood, CA 90301

From: Christina Erwin <CErwin@esassoc.com>
Sent: Friday, March 13, 2020 3:35 PM
To: OPR State Clearinghouse
Cc: Addie Farrell; Brian Boxer; IBECproject
Subject: Updated NOA, SCH No. 2018021056

Categories: Red Category

Project Title: Inglewood Basketball and Entertainment Center (IBEC)
State Clearinghouse Number: 2018021056

Notice is being provided to OPR that the Inglewood Basketball and Entertainment Center (IBEC) Draft EIR public comment period has been extended by 7 days to **March 24, 2020**.

An electronic version of the Draft EIR can be accessed at the following locations:
City of Inglewood Website: https://www.cityofinglewood.org/1036/Murphys-Bowl-Proposed-NBA-Arena
Project Website: www.IBECProject.com

Written comments on the Draft EIR and technical appendices must be received **no later than 5:00 p.m. on March 24, 2020**. Submit written comments to:
Mindy Wilcox, AICP, Planning Manager
City of Inglewood, Planning Division
One West Manchester Boulevard, 4th Floor
Inglewood, CA 90301

You may also send comments via email to:
E-Mail: ibecproject@cityofinglewood.org

Please contact me if you have any questions. Thank you.

Christina Erwin
Environmental Planning Program Manager

ESA | Environmental Science Associates
Celebrating 50 Years of Work that Matters!

2600 Capitol Ave, Suite 200
Sacramento, California 95816
916.231.1271 direct | 916.997.1865 cell | 916.564.4500 main
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The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 8

Message

From: Willie Brown [willie@inglewoodtoday.com]
Sent: 3/18/2020 4:32:13 PM
To: Mindala Wilcox [/o=Inglewood/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=b46bfd8a1e12482fb4f973bea21d23c4-Mindala Wilcox]
Subject: Re: Request for Online Publication (IBEC)

Hi Mindy, yes we will keep ad online until March 25,th.

From: Mindala Wilcox <mwilcox@cityofinglewood.org>
Date: Wednesday, March 18, 2020 at 10:05 AM
To: Willie Brown <willie@inglewoodtoday.com>
Subject: RE: Request for Online Publication (IBEC)

Good day Mr. Brown,
We have determined that we will not publish in the physical paper. Can the online version remain until at least March 25?

Mindy

Sent from my Samsung Galaxy smartphone.

-------- Original message --------
From: Willie Brown <willie@inglewoodtoday.com>
Date: 3/17/20 4:09 PM (GMT-08:00)
To: Mindala Wilcox <mwilcox@cityofinglewood.org>
Subject: Re: Request for Online Publication (IBEC)

I will be looking for your response. Thanks

From: Mindala Wilcox <mwilcox@cityofinglewood.org>
Date: Tuesday, March 17, 2020 at 1:55 PM
To: Willie Brown <willie@inglewoodtoday.com>
Subject: RE: Request for Online Publication (IBEC)

Good day Mr. Brown,
I'm still waiting for confirmation if we want to run it in the physical paper. I'll let you know by tomorrow morning. Thanks.

Respectfully,

Mindy Wilcox, AICP : Planning Manager : City of Inglewood
Economic and Community Development Department
Planning Division : One Manchester Boulevard : Inglewood, CA 90301
V(310) 412-5230 : mwilcox@cityofinglewood.org

EXCELLENCE in Public Service. COMMITMENT to Problem Solving. DETERMINATION to Succeed.

PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS EMAIL.

From: Willie Brown [mailto:willie@inglewoodtoday.com]
Sent: Monday, March 16, 2020 2:55 PM
To: Mindala Wilcox <mwilcox@cityofinglewood.org>
Subject: Re: Request for Online Publication (IBEC)

HI Mindy, do you want to run this in this week paper also? Please confirm?

From: Mindala Wilcox <mwilcox@cityofinglewood.org>
Date: Sunday, March 15, 2020 at 9:53 PM
To: Willie Brown <willie@inglewoodtoday.com>
Subject: RE: Request for Online Publication (IBEC)

Thanks Mr. Brown. Hope you are well. Take care.

Sent from my Samsung Galaxy smartphone.

-------- Original message --------
From: Willie Brown <willie@inglewoodtoday.com>
Date: 3/13/20 7:55 PM (GMT-08:00)
To: Mindala Wilcox <mwilcox@cityofinglewood.org>
Subject: Re: Request for Online Publication (IBEC)

Hi Mindy, yes we will post this asap today. Thanks

From: Mindala Wilcox <mwilcox@cityofinglewood.org>
Date: Friday, March 13, 2020 at 6:00 PM
To: "Willie Brown (willie@inglewoodtoday.com)" <willie@inglewoodtoday.com>
Cc: Cynthia Robinson <crobinson@cityofinglewood.org>
Subject: Request for Online Publication (IBEC)

Good day Mr. Brown,
We would like to request that you place the attached Notice in the online version of Inglewood Today at your earliest opportunity. Please let me know if you need any additional information. I will send a follow-up email to confirm if we want to run it in your hardcopy version next Thursday. Thanks very much and please confirm receipt.

Respectfully,

Mindy Wilcox, AICP : Planning Manager : City of Inglewood
Economic and Community Development Department
Planning Division : One Manchester Boulevard : Inglewood, CA 90301
V(310) 412-5230 : mwilcox@cityofinglewood.org

EXCELLENCE in Public Service. COMMITMENT to Problem Solving. DETERMINATION to Succeed.

PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS EMAIL.

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 9

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-33-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS in a short period of time, COVID-19 has rapidly spread throughout California, necessitating updated and more stringent guidance from federal, state, and local public health officials; and

WHEREAS for the preservation of public health and safety throughout the entire State of California, I find it necessary for all Californians to heed the State public health directives from the Department of Public Health.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8627, and 8665 do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1) To preserve the public health and safety, and to ensure the healthcare delivery system is capable of serving all, and prioritizing those at the highest risk and vulnerability, all residents are directed to immediately heed the current State public health directives, which I ordered the Department of Public Health to develop for the current statewide status of COVID-19. Those directives are consistent with the March 19, 2020, Memorandum on Identification of Essential Critical Infrastructure Workers During COVID-19 Response, found at: https://covid19.ca.gov/. Those directives follow:

ORDER OF THE STATE PUBLIC HEALTH OFFICER
March 19, 2020

To protect public health, I as State Public Health Officer and Director of the California Department of Public Health order all individuals living in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as outlined at https://www.cisa.gov/identifying-critical-infrastructure-during-covid-19. In addition, and in consultation with the Director of the Governor's Office of Emergency Services, I may designate additional sectors as critical in order to protect the health and well-being of all Californians.

Pursuant to the authority under the Health and Safety Code 120125, 120140, 131080, 120130(c), 120135, 120145, 120175 and 120150, this order is to go into effect immediately and shall stay in effect until further notice.

The federal government has identified 16 critical infrastructure sectors whose assets, systems, and networks, whether physical or virtual, are considered so vital to the United States that their incapacitation or

destruction would have a debilitating effect on security, economic security, public health or safety, or any combination thereof. I order that Californians working in these 16 critical infrastructure sectors may continue their work because of the importance of these sectors to Californians' health and well-being.

This Order is being issued to protect the public health of Californians. The California Department of Public Health looks to establish consistency across the state in order to ensure that we mitigate the impact of COVID-19. Our goal is simple, we want to bend the curve, and disrupt the spread of the virus.

The supply chain must continue, and Californians must have access to such necessities as food, prescriptions, and health care. When people need to leave their homes or places of residence, whether to obtain or perform the functions above, or to otherwise facilitate authorized necessary activities, they should at all times practice social distancing.

2) The healthcare delivery system shall prioritize services to serving those who are the sickest and shall prioritize resources, including personal protective equipment, for the providers providing direct care to them.

3) The Office of Emergency Services is directed to take necessary steps to ensure compliance with this Order.

4) This Order shall be enforceable pursuant to California law, including, but not limited to, Government Code section 8665.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 19th day of March 2020.

GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

EXECUTIVE ORDER N-60-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS on March 19, 2020, I issued Executive Order N-33-20, which directed all California residents to immediately heed current State public health directives; and

WHEREAS State public health directives, available at https://covid19.ca.gov/stay-home-except-for-essential-needs/, have ordered all California residents stay home except for essential needs, as defined in State public health directives; and

WHEREAS COVID-19 continues to menace public health throughout California; and

WHEREAS the extent to which COVID-19 menaces public health throughout California is expected to continue to evolve, and may vary from place to place within the State; and

WHEREAS California law promotes the preservation of public health by providing for local health officers—appointed by county boards of supervisors and other local authorities—in addition to providing for statewide authority by a State Public Health Officer; and

WHEREAS these local health officers, working in consultation with county boards of supervisors and other local authorities, are well positioned to understand the local needs of their communities; and

WHEREAS local governments are encouraged to coordinate with federally recognized California tribes located within or immediately adjacent to the external geographical boundaries of such local government jurisdiction; and

WHEREAS the global COVID-19 pandemic threatens the entire State, and coordination between state and local public health officials is therefore, and will continue to be, necessary to curb the spread of COVID-19 throughout the State; and

WHEREAS State public health officials have worked, and will continue to work, in consultation with their federal, state, and tribal government partners; and

WHEREAS the State Public Health Officer has articulated a four-stage framework—which includes provisions for the reopening of lower-risk businesses and spaces ("Stage Two"), to be followed by the reopening of higher-risk businesses and spaces ("Stage Three")—to allow Californians to gradually resume various activities while continuing to preserve public health in the face of COVID-19; and

WHEREAS the threat posed by COVID-19 is dynamic and ever-changing, and the State's response to COVID-19 (including implementation of the four-stage framework) should likewise retain the ability to be dynamic and flexible; and

WHEREAS to preserve this flexibility, and under the provisions of Government Code section 8571, I find that strict compliance with the Administrative Procedure Act, Government Code section 11340 et seq., would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8571, 8627, and 8665; and also in accordance with the authority vested in the State Public Health Officer by the laws of the State of California, including but not limited to Health and Safety Code sections 120125, 120130, 120135, 120140, 120145, 120150, 120175, and 131080; do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1) All residents are directed to continue to obey State public health directives, as made available at https://covid19.ca.gov/stay-home-except-for-essential-needs/ and elsewhere as the State Public Health Officer may provide.

2) As the State moves to allow reopening of lower-risk businesses and spaces ("Stage Two"), and then to allow reopening of higher-risk businesses and spaces ("Stage Three"), the State Public Health Officer is directed to establish criteria and procedures—as set forth in this Paragraph 2—to determine whether and how particular local jurisdictions may implement public health measures that depart from the statewide directives of the State Public Health Officer.

   In particular, the State Public Health Officer is directed to establish criteria to determine whether and how, in light of the extent to which the public health is menaced by COVID-19 from place to place within the State, local health officers may (during the relevant stages of reopening) issue directives to establish and implement public health measures less restrictive than any public health measures implemented on a statewide basis pursuant to the statewide directives of the State Public Health Officer.

   The State Public Health Officer is further directed to establish procedures through which local health officers may (during the relevant stages of reopening) certify that, if their respective jurisdictions are subject to proposed public health measures (which they shall specify to the extent such specification may be required by the State Public Health Officer) that are less restrictive than public health measures implemented on a statewide basis pursuant to the statewide directives of the State Public Health Officer, the public health will not be menaced. The State Public Health Officer shall additionally establish procedures to permit, in a manner consistent with public health and

safety, local health officers who submit such certifications to establish and implement such less restrictive public health measures within their respective jurisdictions.

The State Public Health Officer may, from time to time and as she deems necessary to respond to the dynamic threat posed by COVID-19, revise the criteria and procedures set forth in this Paragraph 2. Nothing related to the establishment or implementation of such criteria or procedures, or any other aspect of this Order, shall be subject to the Administrative Procedure Act, Government Code section 11340 et seq. Nothing in this Paragraph 2 shall limit the authority of the State Public Health Officer to take any action she deems necessary to protect public health in the face of the threat posed by COVID-19, including (but not limited to) any necessary revision to the four-stage framework previously articulated by the State Public Health Officer.

3) Nothing in this Order shall be construed to limit the existing authority of local health officers to establish and implement public health measures within their respective jurisdictions that are more restrictive than, or that otherwise exist in addition to, the public health measures imposed on a statewide basis pursuant to the statewide directives of the State Public Health Officer.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of May 2020.

GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

.GOV California Coronavirus (COVID-19) Response

Search

Select language

Stay home except for essential needs

Last updated May 6, 2020 at 9:20 AM

Menu

The Director of the California Department of Public Health is **ordering all individuals living in the State of California to stay home or at their place of residence**, except as needed to maintain continuity of operation of the federal critical infrastructure sectors.

Read the Executive Order (pdf)

See the list of Essential jobs

Frequently asked questions

When does the stay home order go into effect and how long will we stay home? What areas of the state are

The order went into effect on Thursday, March 19, 2020. The order is in place until further notice. It covers the whole state of California, and it exempts activity as needed to maintain continuity of operation of the federal critical infrastructure sectors, critical government services, schools, childcare, and construction, including housing construction.

Six key health and scientific indicators will be considered before modifying the state's stay home order.

What's open?

Essential services will remain open, such as:

- Gas stations
- Pharmacies
- Food: Grocery stores, farmers markets, food banks, convenience stores, take-out and delivery restaurants
- Banks
- Laundromats/laundry services
- Essential state and local government functions will also remain open, including law enforcement and offices that provide government programs and

What's closed?

- Dine-in restaurants
- Bars and nightclubs
- Entertainment venues
- Gyms and fitness studios

- Public events and gatherings
- Convention Centers
- Hair and nail salons

Can the Order be changed?

Yes. The Director of the California Department of Public Health may issue orders as needed – for example if more information emerges about the public health situation – and issue new orders and directives as

How does this order interact with local orders to shelter in place? Does it supersede them?

This is a statewide order.

What about voting?

Elections are an essential activity, and the Governor has issued executive orders specifically addressing election procedures. The Secretary of State and the California

Department of Public Health are working on additional guidance to ensure that all Californians are able to participate in elections safely. Of course, whenever you engage in any permissible activity—including the

Business and taxes

What businesses and organizations are exempt?

Businesses and organizations that provide critical infrastructure for the state are exempted, including health care and public health, public safety, food and agriculture and media. See the full list of exempt

I run/work at an exempted business or organization, as defined by the Order. Do I need to get an official letter of authorization from the state to operate?

No. If your business or organization is in the list of exempt sectors, it may still operate. You do not need to obtain any specific authorization from the state to do so.

Do I need to pay my taxes?

Yes, state and federal deadlines have been extended and are now due on July 15.

Schools and childcare

My school is providing free grab-and-go meals and childcare. Are those still open?

Yes. It is essential to keep children fed and educated. School employees should report to work and focus on distance learning, school meals, and childcare/supervision.

Are daycares still open? Can my babysitter still come to the house?

Yes. Many child care centers and family child care homes are still open. Those that remain open should employ heightened cleaning and distancing requirements. Babysitters may also come to the house

Can I get child care during the stay home order?

Child care options are available if you are still reporting to work at an essential job. If you are not working an essential job, it is important to keep children at home.

Health care and helping sick relatives

What if I need to visit a health care provider?

If you are feeling sick with flu-like symptoms, please first call your doctor, a nurse hotline, or an urgent care center.

If you need to go to the hospital, call ahead so they can prepare for your arrival. If you need to call 911, tell the 911 operator the exact symptoms you are experiencing

What about routine, elective or non-urgent medical appointments?

Preventive care services and non-emergency surgeries, like organ replacements and tumor removals, can take place if hospitals have enough capacity and protective equipment to do so safely. Eye exams, teeth cleanings, and elective procedures should be cancelled or rescheduled. If possible, health care visits should be done remotely. Contact your health care provider to see

Can I still go out to get my prescriptions?

Yes. You may leave your home to obtain prescriptions or get cannabis from a licensed cannabis retailer.

How can I make sure the older Californians in my life are safe and healthy during the stay home order?

You should check in on your older neighbors and loved ones with a call, text or physically distanced door knock to make sure they are okay. You can also teach them how to FaceTime, Zoom, Google Duo or use Facebook video to communicate. The most important thing you can do is to keep in touch with older loved ones for their

I am an older Californian who is isolating at home and I need non-urgent assistance. What can I do?

You can call the statewide hotline for older Californians 1-833-544-2374 for your non-urgent medical needs, to get meals delivered, track down prescriptions and more. The most important thing you can do is stay home for your health and wellbeing. If you are experiencing an

Can I leave home to care for my elderly parents or friends who require assistance to care for themselves? Or a friend or family member who has disabilities?

Yes. Be sure that you protect them and yourself by following social distancing guidelines such as washing hands before and after, using hand sanitizer, maintaining at least six feet of distance when possible, and coughing or sneezing into your elbow or a tissue and then washing your hands. If you have early signs of

Can I visit loved ones in the hospital, nursing home, skilled nursing facility, or other residential care facility?

Generally no. There are limited exceptions, such as if you are going to the hospital with a minor who is under 18 or someone who is developmentally disabled and needs assistance. For most other situations, the order prohibits visitation to these kinds of facilities. This is difficult, but necessary to protect hospital staff and other patients. Check the frequently asked questions for

Outdoor recreation

NEW! Can I still exercise? Take my kids to the park for fresh air? Take a walk around the block?

It's okay to go outside to go for a walk, to exercise, and participate in healthy activities as long as you **maintain a safe physical distance of six feet and gather only with members of your household.** Below is a non-exhaustive list of those outdoor recreational activities.

*Parks may be closed to help slow the spread of the virus. Check with local officials about park closures in your area.

- Athletics
- Badminton (singles)
- Throwing a baseball/softball
- BMX biking
- Canoeing (singles)
- Crabbing
- Cycling
- Exploring Rock Pools
- Gardening (not in groups)
- Golf (singles, walking – no cart)
- Hiking (trails/ paths allowing distancing)
- Horse Riding (singles)
- Jogging and running
- Kite Boarding and Kitesurfing
- Meditation
- Outdoor Photography
- Picnics (with your stay-home household members only)
- Quad Biking
- Rock Climbing
- Roller Skating and Roller Blading
- Rowing (singles)
- Scootering (not in groups)
- Skateboarding (not in groups)
- Soft Martial Arts – Tai Chi, Chi Kung (not in groups)

- Table Tennis (singles)
- Throwing a football, kicking a soccer ball (not in groups)
- Trail Running
- Trampolining
- Tree Climbing
- Volleyball (singles)
- Walk the dog

Can I walk my dog? Take my pet to the vet?

Can people still go hiking or visit State Parks?

State Parks, campgrounds, museums, and visitor centers have been closed to help slow the spread of the virus. A list of all closures can be found at www.parks.ca.gov/flattenthecurve.

Californians can walk, run, hike and bike in their local neighborhoods as long as they continue to practice social distancing of 6 feet. This means avoiding crowded trails & parking lots.

Government Services

Can I go to the Department of Motor Vehicles (DMV)?

No. All DMV field offices are temporarily closed to the public (beginning March 27). All appointments have been canceled and no appointments are currently available. You can access many DMV services online, including driver's license renewals, vehicle registrations, title changes, and more. Governor

Newsom signed an executive order to accommodate DMV service changes.

DMV service changes inlcude:

- Licenses for drivers younger than 70 years of age that expire between March and May 2020 will be valid through May 31, 2020.
- Licenses for seniors 70 years of age and older that expire between March and May 2020 will receive a 120-day extension in the mail.
- You can now request a duplicate driver license online if it does not expire within 30 days.
- In-person renewals are temporarily waived for vehicle registrations that expire between the dates of March 16, 2020, and May 31, 2020.
- Those with safe driving records whose last DMV visit was 15 years ago will not be required to renew

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The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 10

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INGLEWOOD RESIDENTS AGAINST TAKINGS AND EVICTIONS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

INGLEWOOD RESIDENTS AGAINST TAKINGS AND EVICTIONS, Plaintiff and Petitioner, v. CITY OF INGLEWOOD, a municipal corporation; CITY OF INGLEWOOD CITY COUNCIL; SUCCESSOR AGENCY TO THE INGLEWOOD REDEVELOPMENT AGENCY; GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE INGLEWOOD REDEVELOPMENT AGENCY; THE INGLEWOOD PARKING AUTHORITY; THE INGLEWOOD PARKING AUTHORITY BOARD OF DIRECTORS; OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE INGLEWOOD REDEVELOPMENT AGENCY; and DOES 1-10; Defendants and Respondents, MURPHY'S BOWL LLC, a Delaware Limited Liability Company; ROES 10-20; Real Parties in Interest.	CASE NO.: BS170333 **VERIFIED FIRST AMENDED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR INJUNCTIVE RELIEF PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT** (Code Civ. Proc. §§ 1085, 1094.5 and 526; Pub. Resources Code §§ 21000 et seq.) Department: 86 Judge: Hon. Amy D. Hogue Petition filed: July 20, 2017 Trial Setting Conference: November 1, 2017

Petitioner and Plaintiff Inglewood Residents Against Takings And Evictions ("Petitioner") hereby petitions for a writ of mandamus and brings a complaint for declaratory and injunctive relief and for attorneys' fees against Respondents and Defendants the City of Inglewood ("City"), the Inglewood City Council ("City Council"), the Successor Agency to the Inglewood Redevelopment Agency ("Successor Agency"), the Governing Board of the Successor Agency ("Successor Agency Board"), the Inglewood Parking Authority ("Parking Authority"), the Parking Authority Board of Directors ("Parking Authority Board"), (collectively, "Respondents"), the Oversight Board To The Successor Agency To The Inglewood Redevelopment Agency ("Oversight Board"), and against Real Party in Interest Murphy's Bowl LLC (the "Developer"), and alleges as follows.

INTRODUCTION

1. Respondents have forced the filing of this action by ignoring California's procedural rules and laws designed to ensure environmental protection, ignoring the interests of the community, and rushing into a sports arena development that could displace families and businesses, small and large, for a billionaire's benefit. This dispute arises from Respondents' purported approval of an Exclusive Negotiating Agreement ("ENA")[1], among the City, the Successor Agency, the Authority and the Developer to facilitate the development of a sports arena (the "Arena Project"). The ENA must be set aside because the City approved the ENA in violation of the California Environmental Quality Act ("CEQA") and without providing a fair and impartial hearing.

2. Petitioner is informed and believes and thereon alleges that Respondents first publicly signaled their intent to proceed with the Arena Project by noticing a special meeting to approve the detailed 22-page ENA less than 24 hours before it was approved at a mid-week special meeting. Respondents rushed to a hearing even though, according to the Mayor's announcement on June 17, 2017, the "Clippers open[ed] negotiations with the City" on January

[1] The ENA was amended and restated on August 15, 2017 but its essential terms remained the same and was approved by the Oversight Board on September 7, 2017. Therefore, this Petition refers throughout to "the ENA" and, where relevant, "the Revised ENA."

15, 2017. (Exhibit D [June 17, 2017, email from Mayor Butts announcing Inglewood Clippers ENA].) So, despite the Mayor's announcement that negotiations had been ongoing for six months, Respondents only noticed the hearing on the ENA with less than 24 hours' notice. At Respondents' joint special meeting on June 15, 2017, Respondents unanimously committed to moving forward with an arena that would displace two to four thousand Inglewood residents, shutter dozens of businesses and a church and create massive impacts to the surrounding community.

3. Following objections from Petitioner and others to the City's violation of the Brown Act, Respondents held a second joint special meeting on July 21, 2017. Respondents unanimously reaffirmed their commitment to moving forward with an arena project at a joint special meeting on July 21, 2017. The impacted residents and business owners received no notice of the City's intention to take their homes or businesses prior to any of the meetings.

4. Following publication of articles in the Los Angeles Times including one entitled "Possible Clippers arena has many Inglewood residents worried they may lose their homes or businesses" on August 13, 2017, the Inglewood City Council held a third meeting on August 15, 2017. At the August hearing, the City Council approved a "Revised ENA" which contained many of the same terms as the prior two versions of the ENA and a revised map of the project area purporting to reduce the area of potential eminent domain use.

5. The ENA sets forth and specifically details the Arena Project's scope and even defines it as a "Project." The level of detail the ENA and staff report contain on the Arena Project was more than enough to complete environmental review. The ENA states that Respondents will convey property "to the Developer for development as a premier and state of the art National Basketball Association ('NBA') professional basketball arena consisting of approximately 18,000 to 20,000 seats as well as related landscaping, parking and various other ancillary uses related to and compatible with the operation and promotion of a state-of-the-art NBA arena on the Site." (ENA, at pp. 1-2.) The staff report for the June 15, 2017, special meeting also confirms that the ENA's purpose is to "facilitate the development of a premier and state-of-the-art National Basketball Association ('NBA') professional basketball arena consisting

of approximately 18,000 to 20,000 seats." The Arena Project's size and location are all that is needed for the City to conduct environmental review as they establish the parameters of the project's impacts. No additional information is needed to study the Arena Project's environmental impacts, yet the Respondents seem to have kicked the proverbial can down the road and decided to possibly do environmental review later. CEQA requires more and Respondents' decision to ignore their obligations under state law cannot and should not be countenanced.

6. Despite specifically defining the Arena Project in the ENA, Respondents have prepared no environmental review for the Arena Project although already committing themselves to moving forward with the Arena Project. Respondents' commitment to the Arena Project is manifest. For example, Respondents promised that they will use "best efforts to acquire the parcels of real property" underlying the proposed Arena Project not already in Respondents' possession. (ENA, at § 2(b).) The Revised ENA changed this to state Respondents "may elect" to obtain relevant parcels by eminent domain but the clear expression of intention remained. The Revised ENA changes the phrase "shall use its best efforts to acquire" to "shall consider acquisition of" but the overarching predetermination to acquire property remains. Respondents have already agreed that for three years they "shall not negotiate with or consider any offers or solicitations from, any person or entity, other than the Developer, regarding a Disposition and Development Agreement for the sale, lease, disposition, and/or development of the Site." (ENA, at § 2(a).) Moreover, Respondents have already requested detailed financial information and site plans for the Arena Project, but have not sought analysis of any other potential development options. After approving the Revised ENA, officials from the City of Inglewood also vociferously and aggressively pursued state legislation that would have amended CEQA for the Arena Project once the City got around to actually doing environmental review for it. This included amending CEQA so that the City would not have to analyze alternatives to the Arena Project, normally a key component of environmental impact reports.

7. These commitments, planning efforts, and pursuit of amendments to CEQA to facilitate the Arena Project are clear evidence that Respondents have committed to a definitive course of action with respect to the Arena Project and have already decided to proceed with the Arena Project which will impact over 1,000 residents and badly needed housing, and destroy many operating businesses that provide jobs to Inglewood's residents.

8. Respondents' decision to enter into the ENA violates the CEQA. CEQA prohibits a government entity from taking actions that foreclose alternatives or potential mitigation measures before performing the requisite environmental review. The ENA creates significant commitments to and momentum for the Arena Project. As such, Respondents will undoubtedly ignore the environmental impacts that any future environmental review may uncover, and potentially superior alternative projects, in pursuit of the Arena Project. Indeed, the ENA itself will have significant impacts on the environment. The ENA will create urban decay and blight conditions. Specifically, the pall cast by the Arena Project over the several blocks identified as the potential site for the arena will cause near-term investment, leasing, and other business activities in the area to disappear. It will drive residents to leave and force businesses to close in anticipation of the Arena Project. The ENA's de facto moratorium on development of the Arena Project site will also eliminate any contemplated development projects or improvements in the area. The ENA will result in significant environmental impacts that must be analyzed in an Environmental Impact Report ("EIR"), disclosed to the public and considered by Respondents prior to approving the ENA. Respondents' failure to do so violated CEQA.

9. On September 7, 2017, the Oversight Board of the Successor Agency to the Inglewood Redevelopment Agency, chaired by the Mayor of Inglewood, voted to approve the ENA. The City's unwavering commitment to the Arena Project without undertaking any environmental review violated CEQA.

10. Respondents' disregard for the community's and the City's well-being, of their obligations under CEQA, for how the ENA and the Arena Project will significantly impact the environment, and the requirement to provide a fair hearing necessitates this challenge to

Respondents' June 15, 2017, July 21, 2017 and August 15, 2017 versions of the ENA and Arena Project approval and the Oversight Board's approval of those actions.

PARTIES TO THIS PROCEEDING

11. Petitioner Inglewood Residents Against Takings And Evictions is an unincorporated association that opposes the ENA and the City's, Successor Agency's, Parking Authority's, and Oversight Board's approval of the development of an Arena Project by Developer in a residential area and the use of eminent domain to acquire property to develop the Arena Project. Petitioner and its members will be adversely impacted by the ENA as it will result in significant impacts to the environment including blight and urban decay, the loss of existing businesses and jobs, and will facilitate development that is inconsistent with the City's Zoning and General Plan. Petitioner and its members will also be adversely impacted by the environmental impacts created by the Arena Project's construction and operation, including impacts to air quality, traffic congestion, nighttime lighting, and noise. Petitioner's members participated in the City's, Successor Agency's, Parking Authority's, and Oversight Board's administrative processes and fully exhausted all available administrative remedies.

12. Respondent and Defendant City is a municipal corporation and a charter city organized and existing under the laws of the State of California, with the capacity to sue and be sued. The term "City" includes, but is not limited to, City employees, agents, officers, boards, commissions, departments, and their members, all equally charged with complying with duties under the City Charter and with the laws of the State of California.

13. Respondent and Defendant City Council is the duly-elected legislative body that represents the citizens of Inglewood. The City Council was the final decisionmaking body for the ENA.

14. Respondent and Defendant Successor Agency is responsible for overseeing the winding down of redevelopment activity at the local level under the Redevelopment Law, including managing existing redevelopment projects, making payments on enforceable obligations, and disposing of redevelopment assets and properties. On or about January 10, 2012, pursuant to the Redevelopment Law dissolution legislation (AB Xl 26 as amended by AB

1484), the City elected to be the Successor Agency to the Redevelopment Agency of the City of Inglewood. The Redevelopment Agency was officially dissolved on or about February 1, 2012.

15. Respondent and Defendant Successor Agency Board is the governing body of the Successor Agency. Mayor Butts is the chair of the Successor Agency Board.

16. Respondent and Defendant Parking Authority is a subdivision and parking agency of the City.

17. Respondent and Defendant Parking Authority Board is the governing body of the Parking Authority, empowered to adopt bylaws and resolutions and direct the work of the Parking Authority. Mayor Butts is the chair of the Parking Authority Board.

18. Respondent and Defendant Oversight Board To The Successor Agency To The Inglewood Redevelopment Agency is the governing body of the entity that under the Health and Safety Code must approve Successor Agency agreements with the City of Inglewood prior to the Successor Agency approving those agreements.

19. Real Party in Interest, Murphy's Bowl LLC, is a Delaware Limited Liability Company. Real Party is the designated developer of the Arena Project under the ENA.

20. Petitioner does not know the true names or capacities, whether individual, corporate, associate or otherwise, of Respondent Does 1 through 10, or of Real Parties in Interest Roes 10-20, inclusive, and therefore sues said Respondents and Real Parties in Interest under fictitious names. Petitioner will amend this Petition to show their true names and capacities when and if the same has been ascertained.

JURISDICTION AND VENUE

21. This Court has jurisdiction over this proceeding pursuant to California Code of Civil Procedure section 1085 and 1094.5 and Public Resource Code sections 21168 and 21168.5.

22. Venue in this Court is proper pursuant to Code of Civil Procedure section 394, in that Respondents are located within the County of Los Angeles.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

23. The California Environmental Quality Act, found at Public Resources Code Section 21000 et seq., is based on the principle that "the maintenance of a quality environment

for the people of this state now and in the future is a matter of statewide concern." (Pub. Resources Code, § 21000, subd. (a).)[2]

24. In CEQA, the Legislature has established procedures designed to achieve these goals, principally the EIR. These procedures provide both for the determination and for full public disclosure of the potential adverse effects on the environment of discretionary projects that governmental agencies propose to approve, and require a description of feasible alternatives to such proposed projects and feasible mitigation measures to lessen their environmental harm. (Pub. Resources Code § 21002.)

25. The Guidelines require "all phases of project planning, implementation, and operation" to be considered in the Initial Study for a project. (Guidelines §15063, subd. (a)(1).) CEQA defines a project as "the whole of an action, which has a potential for resulting in either a direct physical change to the environment, or a reasonably foreseeable indirect physical change in the environment." (Guidelines § 15378, subd. (a).)

26. CEQA is not merely a procedural statute. CEQA imposes clear and substantive responsibilities on agencies that propose to approve projects, requiring that public agencies not approve projects that harm the environment unless and until all feasible mitigation measures are employed to minimize that harm. (Pub. Resources Code§§ 21002, 21002.1, subd. (b).)

27. The alternatives analysis is the "core of the EIR." (*Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 564.) The purpose of a CEQA alternatives analysis is to identify and analyze alternatives to a project that will avoid or substantially lessen its significant environmental impacts. (Pub. Resources Code § 21002.) Thus, "before conducting CEQA review, agencies must not 'take any action' that significantly furthers a project 'in a manner that forecloses alternatives or mitigation measures that would ordinarily be part of CEQA review of that public project.'" (*Save Tara v. City of West Hollywood* (2008) 45 Cal.4th 116, 138.)

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[2] CEQA authorizes and directs the State Office of Planning and Research to adopt guidelines for the implementation of CEQA by public agencies. (Pub. Resources Code §21083.) These guidelines are found at title 14, California Code of Regulations, Section 15000 et seq. ("Guidelines") and are binding on all state and local agencies, including Respondents.

28. Agencies may not undertake discretionary actions that could have a significant adverse effect on the environment, or limit the choice of alternatives or mitigation measures, before complying with CEQA. (Guidelines §15004, subd. (b)(2).) The "lead agency," which is the public agency that has the principal responsibility for carrying out the project, is responsible for conducting an initial study to determine, in consultation with other relevant state agencies, whether an environmental impact report, a negative declaration, or a mitigated negative declaration will be prepared for a project. (Pub. Resources Code §§ 21067; 21080.1, subd. (a); 21083, subd. (a).) Accordingly, public agencies may not "take any action" that furthers a project "in a manner that forecloses alternatives or mitigation measures that would ordinarily be part of CEQA review of that public project." (*Save Tara*, *supra*, 45 Cal.4th at 138.)

29. Thus, CEQA does not permit the postponement of environmental review "to the point where the 'bureaucratic and financial momentum'" has built up "irresistibly behind a proposed project 'thus providing a strong incentive to ignore environmental concerns.'" (*Save Tara*, *supra*, 45 Cal.4th at 135.)

30. Failure either to comply with the substantive requirements of CEQA or to carry out the full CEQA procedures so that complete information as to a project's impacts is developed and publicly disclosed constitutes a prejudicial abuse of discretion that requires invalidation of the public agency action regardless of whether full compliance would have produced a different result. (Pub. Resources Code § 21005.)

GENERAL ALLEGATIONS

31. On June 15, 2017, the City, the City Council, the Successor Agency, and the Parking Authority each purported to hold a special meeting (the "Special Meeting") pursuant to Government Code Section 54956. At the Special Meeting, Respondents purported to approve the ENA among the City, the Successor Agency, the Authority and the Developer "to facilitate the development of a premier and state-of-the-art National Basketball Association ('NBA') professional basketball arena consisting of approximately 18,000 to 20,000 seats."

32. On July 14, 2017, Petitioner objected to the City's violation of the Brown Act in connection with its action purporting to approve the ENA at the June 15, 2017 Special Meeting.

33. On July 20, 2017, Respondents issued a staff report for a cure and correction pursuant to Government Code section 54960.1, reconsideration, and ratification of the action purporting to approve the ENA at the June 15, 2017 special meeting.

34. On July 20, 2017, Petitioner filed the original petition.

35. On July 21, 2017, Respondents held a special meeting at which they re-approved the ENA.

36. On August 13, 2017, the Los Angeles Times published a story entitled "Possible Clippers arena has many Inglewood residents worried they may lose their homes or businesses." This story described the plight of local residents faced with the possibility of eminent domain who had very little or no information about the proposed arena project. One such resident described in the story is John Patel, who operates a local motel and lives onsite with his wife and two young children. Another resident described in the story is Gracie Sosa, who learned of the potential arena from a friend since no representatives from the City or sports team potentially occupying the arena contacted her. Resident Nicole Fletcher reportedly stated "My biggest concern is how it will impact the families. . . I would hate to see a lot of people move out because they want to build a sports arena."

37. The Inglewood City Council held a meeting on August 15, 2017. At the August hearing, the City Council approved a "Revised ENA" which contained many of the same terms as the prior two version of the ENA and a revised map of the project area purporting to reduce the area of potential eminent domain use. City councilmembers stated it was not the City's intention to take houses or a church by eminent domain. A map attached to the Revised ENA removed many residences from the boundaries of the project area. However, the Mayor and other councilmembers refused to forego the use of eminent domain altogether.

38. On September 7, 2017, Inglewood's Oversight Board to the Successor Agency to the Inglewood Redevelopment Agency, which is chaired by the Mayor of Inglewood, approved

the Revised ENA as consistent with a long range property management plan and Redevelopment Dissolution Law.

39. Less than two weeks after the City approved the Revised ENA, on August 24, 2017, the newspaper Inglewood Today reported efforts were afoot in the California Legislature to facilitate the arena development:

> Inglewood Mayor James T. Butts, Jr. confirmed that he is leading the lobbying efforts to amend time and environmental review restraints in order to move the project along. "I have been asking that our representatives now provide the residents and children of Inglewood with the same legal tool to spur economic growth that has been provided to AEG (Farmers Field), the Sacramento Kings (NBA arena) and the Golden State Warriors (NBA arena) to expedite construction of those facilities by limiting the time period in which CEQA challenges must be filed and resolved," he told an L.A. Times reporter. . . . Citing job creation as part of the motivation behind the proposed bill, Butts said the legislation will "shorten the wait for quality, prevailing wage construction jobs and full-time employment opportunities that our residents and the Los Angeles County region have waited decades for."

40. In cooperation with Inglewood elected officials, on September 1, 2017, less than three weeks after the Revised ENA's approval, State Senator Steven Bradford introduced SB 789 in the California Legislature. SB 789 as originally introduced would create an unnecessary, sweeping exemption from CEQA for Olympic infrastructure, for a "fixed guideway project" to benefit the arena and other projects in Inglewood, would severely reduce the requirements of EIRs for the Arena Project and any project in a one mile square area, limit judicially available remedies for potential plaintiffs in a CEQA suit, and authorize eminent domain proceedings for a project which had not yet been defined for public review. Both projects the bill was intended to benefit, the Arena and Olympic Games, will not occur for years.[3] The Clippers have a lease for Staples Center until 2024 and the Olympic Games are not commencing until 2028.

41. In some ways, SB 789 was similar to legislation known as AB 900 that required expedited review of certain projects designated as environmental leadership projects and

[3] In fact, the Olympic Committee publicly stated that it did not need SB 789 for the Olympic Games and requested that any references to the Olympic Games be removed from the bill.

certified by the Governor as meeting various criteria including those addressing greenhouse gas (GHG) emissions. SB 789, however, would allow a much more expansive evasion of CEQA's requirements than does AB 900 and would not require similar environmental protections, as set forth in the table below:

Issue	AB 900	Proposed Amended SB 789
1. Requires Comprehensive Environmental Review?	**Yes.** A full EIR is required.	**No.** Full EIR not required for the Clippers arena project, the 125,000 square feet of commercial development, and any other project located within a 1 mile square area. SB 789 specifically provides for the following core requirements of CEQA to be eliminated. • Eliminates analysis of traffic impacts on the residential community. • Eliminates requirement to mitigate impacts from nighttime lighting, glare and other visual impacts on the residential community. • Eliminates requirements to look at any alternative site that might be better suited for the arena location (such as vacant lot across the street next to a casino). • Eliminates requirements to look at alternative size, height and configurations of arena, parking structures, retail and offices located next to homes (are there alternatives to building a 100 to 150 foot tall arena next to a single story home). • Eliminates requirements to mitigate any parking impacts on the residential community (for example, if the project provides insufficient parking, no requirement to analyze parking in residential community). • Limits analysis of greenhouse gas emissions impacts.
2. Requires Review to Confirm Applicability?	**Yes.** Requires application to the Governor for certification that the project is eligible for streamlining prior to start of EIR process. Must provide evidence to support determination that project meets minimum investments, skilled jobs and GHG standards.	**No.** No requirement to submit application to the Governor for certification. By passes AB 900 altogether. Not required to confirm that the project will provide a particular level of investment or job creation or GHG reduction before it avails itself of SB 789.

3. Requires LEED silver certification?	**Yes.** Must be certified as LEED silver or better. Pub. Resources Code § 21183.	**No.** LEED silver not required for the Clippers arena and 125,000 square feet commercial elements. A lower LEED standard is applied. All other projects within the one mile square project area covered by SB 789 are not required to meet LEED certification.
4. Protects public participation?	**Yes.** AB 900 includes public participation requirements. AB 900 includes comment opportunities to the Governor and for the California Air Resources Board	**No.** Reduces public participation. SB 789 permits Inglewood to ignore environmental comments made during public hearing process inconsistent with current CEQA requirements and court decisions.
5. Requires Environmental Review Before Condemnation?	**Yes.** No change in existing law. Currently law requires environmental review to be completed before condemning a private property.	**No.** SB 789 would allow Inglewood to take possession of private property and businesses within a 30 acre area before even starting environmental review or defining the project.
6. Protects full rights to seek legal remedies?	**Yes.** Expedites judicial review but does not limit the remedies available to the court.	**No.** Under SB 789, Inglewood may violate CEQA and fail to mitigate significant impacts and the courts are not permitted to stop the projects' construction or operation.
7. Requires environmental review of ancillary transportation projects?	**Yes.** No change in existing law which requires environmental review to be completed.	**No.** SB 789 would exempt from CEQA an undefined new busway/light rail/street car/monorail system. This "Guideway project" is fully exempt from CEQA regardless of its alignment or impacts– no review at all is done. The "Guideway project" has not been approved by MTA.

42. SB 789 would limit the ability of courts to grant injunctive relief, meaning that flawed analysis and public harms cannot be adequately stopped. Finally, SB 789 would allow Respondents to begin eminent domain proceedings before environmental review is completed. Eminent domain proceedings are costly and controversial. As it was introduced, compared to the Revised ENA, SB 789 set more extensive project area boundaries as it described an area that included properties south of West 102nd Street. SB 789 also included an exemption for a guideway project for a busway, railcar, or monorail transportation system. Environmental review may require changes to projects that may make some parcel acquisition unnecessary making eminent domain before environmental review premature. Not only does Inglewood

officials' advocacy for SB 789 show a complete commitment to the Arena Project but the text of the legislation itself shows that the proposal is sufficiently defined to allow for meaningful environmental review. SB 789 demonstrates that Arena Project boundaries, size, and elements have been defined.

43. SB 789 stated: "The sports and entertainment project will result in construction of a new state-of-the-art multipurpose event center and surrounding infill development in the City of Inglewood as described in the City of Champions Revitalization Initiative approved by the City of Inglewood on February 24, 2015, and the agreement entered into by the City of Inglewood with Murphy's Bowl LLC on June 15, 2017." (SB 789, Section 1 (c).) SB 789 was later amended to refer to both the original version of the ENA, which was approved on June 15, 2017, and to its subsequent August 15, 2017 amendment.

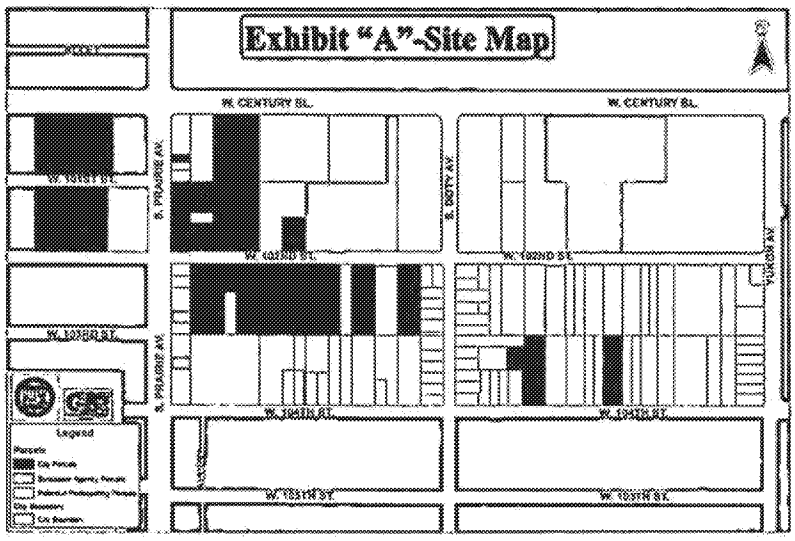
44. On September 1, 2017, Los Angeles 2028, the Olympics organizing committee for the City of Los Angeles, sent a letter stating it had only that day heard of the SB 789 bill, believed the CEQA exemption for the Olympics was unnecessary, and asked that the references to the Olympics be deleted from the bill.

45. SB 789 was heard by the Assembly Natural Resources Committee on September 8, 2017. Mayor Butts testified in favor of SB 789. Among other statements, he said "All transportation components for the football season, super bowl, Clippers, and the Olympics have to be in place," "We have to make this two mile connection between the Green Line . . . to the arena. . .," "We are up against a deadline." The committee voted against passage of the bill in a 5-4 vote. SB 789 was subsequently amended to remove provisions related to the Olympics and eminent domain proceedings, among other amendments. However, as of September 16, 2017, the bill still contained provisions limiting CEQA review and restricting judicial remedies. By the end of the legislative session in September 2017, the amended bill had not been heard by committee or passed by the Legislature despite Mayor Butts' and the City of Inglewood's substantial lobbying in support of the bill.

46. In fact, even after SB 789 failed to move forward in the state legislature, Mayor Butts issued a statement in favor of its passage.

47. SB 789 originally described boundaries for an "Inglewood Sports and Entertainment project area" that were more expansive than the boundaries set forth in the August 15, 2017 Revised ENA approved by the Inglewood City Council. (SB 789 section 4, proposing Public Resources Code section 21168.6.7 (a)(6)(B).) The boundaries described in the original version of SB 789 included residential property on the west side of Doty Avenue and two residential properties on the east side of Prairie north of 103rd. The described boundary included residential uses, but the eminent domain section of SB 789 stated that it will not apply to "eminent domain actions based on a finding of blight or involving lawfully occupied residential housing uses." (Section 21168.6.7(c)(2).) The amendment to SB 789 changed the project boundaries to exclude legally occupied residences.

48. The ENA provides for the conveyance of certain real property within a defined "Site"—including property owned by the City ("City Parcels"), by the Successor Agency ("Agency Parcels") and by third parties ("Potential Participating Parcels")—to the Developer, for the Arena Project. The real property subject to the ENA is shown below, as excerpted from Exhibit A to the ENA. The Revised ENA includes boundaries that exclude properties south of West 102nd Street, but SB 789 describes boundaries that include properties south of West 102nd Street and north of West 103rd Street. (See Exhibit E to this Amended Petition, providing a map.)



49. The originally proposed Arena Project area appears to comprise over 80 acres of land that is currently occupied by homes and businesses and a church. Many of the residences,

both single and multi-family, appear to offer affordable housing opportunities for Inglewood's residents. As shown below, there are many homes, both single and multi-family, within the original ENA site. These homes and their residents, plus many more, would be impacted by the ENA and the Arena Project. Even if the ENA area has been reduced and does not include homes, the Arena Project will impact the adjacent residential neighborhood and could lead to displacement. The boundaries of the Amended ENA area include numerous businesses and are directly bordered by numerous residences. Exhibit E to this petition provides a map and pictures of the properties within and adjacent to the Amended ENA boundaries.

50. The ENA's terms commit Respondents to a definitive course of action with respect to the Arena Project. Specifically, the ENA commits Respondents to an *exclusive* three-year negotiating period, during which Respondents and the Developer *shall* negotiate a Disposition and Development Agreement regarding conveyance of property within the Site. The ENA specifically contemplates that the parcels within the Site will be conveyed to the Developer "concurrently" and not piecemeal, further evidencing Respondents' commitment to the Arena Project.

51. The ENA includes a 36-month "Exclusive Negotiating Period". (ENA, § 4.) The Exclusive Negotiating Period may be extended by six months. (*Id.*)

52. The ENA's concrete obligations imposed on Respondents with respect to the Arena Project further evidence Respondents' commitment to a definite course of action. In

addition to the above, the ENA demonstrates Respondents' ***commitment*** to the Arena Project in a number of other ways.

53. For example, during this "Exclusive Negotiating Period," the ENA requires that Respondents "shall not negotiate with or consider any offers or solicitations from, any person or entity, other than the Developer, regarding a Disposition and Development Agreement for the sale, lease, disposition, and/or development of the Site." (ENA, § 2(a).)

54. For further example, the City has committed to "use its best efforts to acquire the parcels of real property comprising" the proposed Arena Project site. Indeed, the City originally proposed that it will pursue acquisition through eminent domain, if necessary. (ENA, § 2(b).) Specifically, the ENA provides that in the event that the City and the Authority are unable to acquire these parcels voluntarily, "the City or the Authority, as applicable, may elect, in its sole discretion, to give legal notice and schedule a public hearing to consider the adoption of a resolution of necessity authorizing the acquisition of the Potential Participating Parcels by eminent domain." (ENA, § 2(b).) The Revised ENA added the phrase "and without any obligation or commitment to do so" after the phrase "in its sole discretion" but the overall predetermination to pursue property for the arena project remained.

55. The ENA also requires that within 180 days of the "Effective Date" of the ENA, "the Developer shall deliver to the City a sketch and legal description of the portions of the property which the Developer would like to acquire for development of the Project (which property shall constitute the 'Site')[.]" (ENA, § 3(d).)

56. With respect to Potential Participating Parcels voluntarily acquired by the City and/or Authority, the ENA provides that "the Developer shall fully advance to the City and/or Authority, as applicable, all costs associated with the acquisition of these parcels including, but not limited to, the payment of the negotiated purchase price for these parcels and all legally required relocation costs associated with the acquisitions[.]" (ENA, § 3(g).)

57. With respect to properties acquired by eminent domain, the ENA provides that the Developer shall "advance to the City and/or Authority, as applicable, all costs associated with the exercise of such eminent domain authority (including all court costs and reasonable legal fees),

as well as all acquisition costs including, but not limited to, the payment of fair market value for each of the condemned parcels as determined by the Court, or pursuant to a negotiated acquisition or settlement agreement, as approved by the Developer." (ENA, § 3(g).)

58. Upon the City's approval of the ENA, Developer was to pay the City $1,500,000 as a "Non-Refundable Deposit." (ENA, § 5.) "All proceeds of the Non-Refundable Deposit shall be the sole property of the City upon submittal by Developer[.]" (*Id.*)

59. The ENA does not limit or otherwise restrict how the City may spend the $1,500,000 payment.

60. In approving the ENA, Respondents did not consider the environmental impacts of either the ENA or the Arena Project. No environmental review was conducted with respect to the ENA's approval. The ENA is a project under CEQA that has the potential to result in significant physical changes in the environment. Respondents erred by not conducting environmental review for the ENA.

61. In regards to the Arena Project, the ENA impermissibly defers Respondents' environmental review of the Arena Project to a future, undefined date. The ENA and the circumstances surrounding its adoption establish that Respondents have already committed to a plan to build an arena at the defined site and have foreclosed additional development options and alternatives. For instance, the ENA states: "It is proposed by the Parties that certain fee title and/or leasehold title to [the parcels comprising] the Site will be conveyed to the Developer for development as a premier and state of the art National Basketball Association ('NBA') professional basketball arena consisting of approximately 18,000 to 20,000 seats[.]" In line with their clearly stated goal, Respondents have taken concrete steps to pursue the development of the Arena Project to the exclusion of other development opportunities. Respondents have committed not to transfer their existing interests in certain parcels of land underlying the proposed arena's site and have also promised to use "best efforts" to acquire the remaining land necessary for the Arena Project. (ENA, §§ 2(b), 11.) The Revised ENA changes the phrase "shall use its best efforts to acquire" to "shall consider acquisition of" but the overarching predetermination to acquire property remains. Respondents have also agreed that for three years they "shall not

negotiate with or consider any offers or solicitations from, any person or entity, other than the Developer, regarding a Disposition and Development Agreement for the sale, lease, disposition, and/or development of the Site." (ENA, §§ 2(a)(ii), 4.) Respondents' long-term promises not to negotiate or transact with third parties regarding the Arena Project's proposed site and their commitment to acquire additional real estate indicate that Respondents have already committed to a definite course of action regarding the Arena Project at the location defined in the ENA.

62. The ENA lays out detailed steps by which Respondents and Developer will advance the Arena Project. For instance, within 150 days of the ENA's Effective Date the developer must provide detailed financial information, including "a narrative describing the fundamental economics of the proposed [Arena] Project." (ENA, § 3(b).) In addition, within 180 days of the ENA's Effective Date, the Developer is required to submit a "conceptual site plan and basic architectural renderings for the development of the proposed [Arena] Project." (ENA, § 3(d).) These specific steps, which contemplate only analysis and consideration of the Arena Project in any potential future environmental review, also demonstrate that Respondents have already committed to the Arena Project and are no longer open to other development options.

FAILURE TO EVALUATE THE ENA'S ENVIRONMENTAL IMPACTS

63. In approving the ENA, Respondents did not evaluate the potential environmental impacts of the ENA. Respondents' failure to consider the ENA's potential environmental impacts violated CEQA.

64. The ENA is a "project" under CEQA, as defined by Guidelines section 15378. Respondents' approval of the ENA is an "approval" under CEQA as defined by Guidelines section 15352. The ENA may cause a direct and/or reasonably foreseeable indirect environmental change. Therefore, the ENA is subject to CEQA review.

65. In failing to subject the ENA to CEQA review, Respondents ignored the impact that the three-year exclusive negotiating period will have on the environment. During this period, Respondents are prohibited from engaging in negotiations with anyone other than the Developer regarding the potential development of the Site. (ENA, § 2(a).) Further, the ENA

prohibits Respondents from selling or otherwise transferring to third parties their interests in any property on the Site. (ENA, § 11.)

66. These significant restrictions during the course of the three-year exclusive negotiating period (plus a possible six-month extension) amount to a development moratorium for properties within the Site. The City has foreclosed its ability to approve development within the Site by third parties who actually own parcels within the Site. These onerous restrictions create insecurity for existing businesses who own and/or lease property and existing residents who own and/or lease housing.

67. In failing to subject the ENA to CEQA review, Respondents did not consider, and did not inform the public of, direct and reasonably foreseeable indirect environmental impacts that will occur as a result of the ENA, including but not limited to land use consistency and urban decay and blight.

68. The approval of the ENA is subject to CEQA because it will result in significant land use impacts.

69. A "City's General Plan is its constitution for development. It is the foundation upon which all land use decisions in the City are based." (*Lesher Communications, Inc. v. City of Walnut Creek* (1990) 52 Cal.3d.531, 540.) All approved projects must be consistent with the General Plan. "[T]he propriety of virtually any local decision affecting land use and development depends upon consistency with the applicable general plan and its elements." (*Pfeiffer v. City of Sunnyvale City Council* (2011) 200 Cal.App.4th 1552, 1562 (citations omitted) (quoting *Friends of Lagoon Valley v. City of Vacaville* (2007) 154 Cal.App.4th 807, 815).) A project that is inconsistent with a general plan is deemed to have a significant impact under CEQA.

70. The ENA is not consistent with the General Plan and, therefore, would have a significant environmental impact. The ENA materially conflicts with the following Goals and Policies from the Housing Element of the Inglewood General Plan.

> **Goal 1.** Promote the construction of new housing and new housing opportunities.

Policy 1.1: Provide adequate sites for all types of housing.

Policy 1.2: Maintain development standards that promote the development of special needs housing, such as affordable senior, accessible, or family housing, while protecting quality of life goals.

Policy 1.4: Continue to assess and revise, where appropriate, City regulatory requirements.[4]

Goal 3: Encourage the Production and Preservation of Housing for All Income Categories, particularly around high quality transit, including workers in the City that provide goods and services.[5]

71. The ENA also materially conflicts with the following Goals and Policies from the Land Use Element of the Inglewood General Plan:

A. General. Maximize the use and conservation of existing housing stock and neighborhoods and also facilitate development of new housing to meet community needs.

B. Residential. Encourage neighborhood stability and conservation by reducing the amount of land designated for high density development.

Promote the maintenance, rehabilitation, and modernization of the City's housing stock.

Encourage the preservation of Inglewood's fair share of housing for low and moderate income persons.

Safeguard the city's residential areas from the encroachment of incompatible uses.

C. Commercial. Protect local businessmen and encourage the importance of maintaining a strong commercial district in the downtown.

Improve the visual appearance and economic condition of the existing arterial commercial development along Inglewood's major streets.[6]

72. The ENA is inconsistent with the above Goals and Policies because the ENA in effect constitutes a moratorium on development within the Site.

73. The ENA is inconsistent with the City's zoning for the subject properties.

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[4] (Inglewood General Plan, Housing Element, p. 3-1.)

[5] (Inglewood General Plan, Housing Element, p. 3-4.)

[6] (Inglewood General Plan, Land Use Element, p. 6-7.)

74. The ENA's approval is subject to review under CEQA because the ENA will cause urban decay and blight. CEQA requires public agencies to evaluate changes to the environment caused by a project's economic effects, including urban decay and blight. (14 Cal. Code Regs §§15064, subd. (e), 15131(a).) For purposes of CEQA, "urban decay" refers to extensive and widespread physical deterioration of properties or structures in an area caused by business closures and multiple long-term vacancies. (*See Joshua Tree Downtown Bus. Alliance v. County of San Bernardino* (2016) 1 Cal.App.5th 677, 685.)

75. As a result of the ENA, residents and business owners will likely cease investment in their properties. It is reasonably foreseeable that this decline in investment will cause the existing properties to fall into disrepair and degrade. Petitioner is informed and believes and thereon alleges that urban blight and decay will follow. Respondents have not studied this potential impact or any other potential environmental impacts of the ENA.

76. In sum, Respondents have failed to consider the ENA's potential and reasonably foreseeable environmental impacts, including:

- Effects on land use inconsistent with the City's General Plan; and
- Increases in urban decay and blight.

THE ENA COMMITS RESPONDENTS TO A DEFINITE COURSE OF ACTION AND HAS IMMEDIATE BINDING EFFECT

77. Petitioner is informed and believes and thereon alleges that Respondents' staff wrongly asserts that the ENA does not commit Respondents to a course of action. To the contrary, the ENA firmly commits Respondents to multiple future courses of action, including the development of the proposed Arena Project.

78. Petitioner is informed and believes and thereon alleges that the ENA also creates irrevocable momentum toward a definite course of action. It is so specific and creates so many mandates on Respondents' future conduct that, as a practical matter, it puts Respondents on an unchangeable course to the adoption of the ENA's preferred future action, i.e. the Arena Project, and forecloses alternatives and mitigation measures.

79. Petitioner is informed and believes and thereon alleges that this is exactly what the parties to the ENA intended. Indeed, the Mayor explicitly told the media that the City Council voted to enter into an ENA with the Developer "***with the intent to build an NBA spec basketball arena in Inglewood***..."[7] Further evidence of Respondents' commitment to the proposed Arena Project is Mayor Butts' claims that he is already arranging for who will operate the Arena.[8] As the Mayor is already planning and coordinating operators, it is apparent that Respondents are committed to the Arena Project.

80. Numerous statements made by public officials of Respondents reflect pre-commitment to the proposed Arena Project including, but not limited to, the following:

a. "'This is like a promise ring that we hope will lead to an engagement that we hope will lead to a marriage,' said Inglewood Mayor James Butts . . . 'Our expectation is it will culminate in an NBA arena in the city of Inglewood,' he said."[9]

b. "And, you know, I hear this thing about calling Special Meetings. The reason that cities have trouble competing economically is because elected types, for the most part, don't understand the necessity to be decisive and swift in seizing opportunities. . . . Every time there's been an opportunity in front of the City, we were prepared and positioned ourselves to seize it. And when this deal came together, were we going to await for another Tuesday to do it? No, we weren't. We're going to do the deal."[10]

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[7] Josh Criswell, KFI AM 640, EXCLUSIVE: *Inglewood Mayor James Butts on Magnitude of Clippers Arena* (June 15, 2017) (*available at* http://am570lasports.iheart.com/media/play/27799792/) [Fred Roggin and Rodney Peete interview Mayor James Butts] [emphasis added].

[8] *Id.*

[9] Ben Bergman, 89.3 KPCC, *Rams, Chargers and now the Clippers? Inglewood Approves Arena Talks* (June 15, 2017).

[10] *Id.*

c. "[Mayor] Butts said he expects the arena to be built within five years. 'This, to me, changes the center of gravity in Los Angeles County to Inglewood,' Butts said."[11]

d. Mayor Butts said in an email: "Now that there is a commitment of interest, (there's) plenty of time to engage the community if we decide it necessary."[12]

e. Councilman Alex Padilla announced the ENA in an email to his district: "Today the Mayor and the Council approved an exclusive negotiating agreement to build a state of the art NBA professional arena consisting of approximately 18,000 to 20,000 seats with Murphy's Bowl LLC. . . . This [*sic*] a 36 month agreement with the anticipation of having the NBA arena built within the next 5 years."

f. In an interview from July 15, 2017, Mayor Butts said: "I've spoken to Mr. Ballmer, and Mr. Ballmer loves the site."[13]

g. On July 21, 2017, Mayor Butts said:
"The City Council's first responsibility is to ensure continued progress of this city, to provide job opportunities to our residents. To clarify, no one is being displaced with the sales of these parcels."[14]

h. On August 15, 2017, Mayor Butts said:
"We're arguing over whether or not we're going to build another arena, employ probably 6,000 more people in construction work, and provide

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[11] ABC 7, *Inglewood City Council OKs Negotiations for New Clippers Arena* (June 15, 2017).

[12] Sandy Mazza, Los Angeles Daily News, *Owners of The Forum lash out at Inglewood for quietly entering into Clippers arena talks* (June 15, 2017).

[13] (City News Service, NBC Los Angeles, *Forum Owners File Claim Over Clippers Stadium Plans* (July 20, 2017); http://www.nbclosangeles.com/news/local/Forum-Owners-File-Claim-Over-Clippers-Stadium-Plans-435623963.html)

[14] *LA Times: http://www.latimes.com/local/california/la-me-ln-inglewood-forum-hearing-20170721-story.html*

probably 5 or 600 more jobs for the community on that land that has looked just like that for 25 to 30 years. Are you kidding me?" [15]

i. On October 3, 2017, Mayor Butts stated during a City Council hearing that any suggestion that the relevant property could be used for housing or other uses is a "total sham" and "ridiculous" and that he will not "entertain another use on the property for one minute."

81. Petitioner is informed and believes and thereon alleges that the ENA is a firm, current commitment to a definite course of action that eliminates Respondents' discretion to consider alternate locations and mitigation measures for the proposed Arena Project besides the location the ENA identifies, or alternative uses for the site.

82. On September 7, 2017, Mayor Butts on behalf of the City of Inglewood sent a letter to Senator Bradford supporting SB 789.

83. On September 14, 2017, Mayor Butts was reported by Inglewood Today to be "absent from the [City Council] meeting, and lobbying in support of the [SB 789] bill in Sacramento."

84. On September 15, 2017, Mayor Butts issued a Mayor's message providing a link to a television interview in which he stated that "certainty" was required in order to proceed with the Arena Project.

FIRST CAUSE OF ACTION

(Failure to Comply with CEQA: Failure to Conduct Initial Study and/or Environmental Assessment)

85. Petitioner incorporates herein and realleges the allegations in prior paragraphs, as if fully set forth herein.

86. CEQA applies "to discretionary projects proposed to be carried out or approved by public agencies. . . ." (Pub. Resources Code, § 21080, subd. (a).)

[15] *City Council Hearing:* https://www.youtube.com/watch?v=ENsKMNGwZl0

87. CEQA defines a "project" as "an activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. . . ." (Pub. Resources Code, § 21065.) The Guidelines define "project" as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." (Guidelines, § 15371, subd. (a).)

88. The Guidelines define "approval" to mean "the decision by a public agency which commits the agency to a definite course of action in regard to a project intended to be carried out by any person." (Guidelines § 15352, subd. (a).)

89. Respondents' approval of the ENA constitutes a discretionary project that will cause foreseeable, adverse physical changes to the environment and is, therefore, subject to CEQA review. (*See City of Livermore v. LAFCO* (1986) 184 Cal.App.3d 531 (adoption of revisions to sphere-of-influence guidelines constitute a "project" subject to CEQA review because the revisions reflected a major policy shift relating to where growth would occur and what the focus of urban development would be).)

90. "Obviously it is desirable that the precise information concerning environmental consequences which an EIR affords be furnished and considered at the earliest possible stage. The Guidelines express this principle in a variety of ways. Thus, 'EIR's should be prepared as early in the planning process as possible to enable environmental considerations to influence project, program or design.' [citation.]." (*Bozung v. Local Agency Formation Com.* (1975) 13 Cal.3d 263, 282.) "Decisions reflecting environmental considerations could most easily be made when other basic decisions were being made, that is, during the early stage of project conceptualization, design and planning." (*Citizens for Responsible Gov't v. City of Albany* (1997) 56 Cal.App.4th 1199, 1221 (quotations omitted).)

91. Respondents failed to consider, avoid or mitigate the individual and cumulative impacts of reasonably foreseeable environmental impacts resulting from the approval of the ENA. Such impacts include land use inconsistency, urban decay and blight.

92. Respondents have violated CEQA and failed to proceed in the manner required by law, committed a prejudicial abuse of discretion, and acted arbitrarily and capriciously in their approval of the ENA because, without limitation, Respondents failed to subject the ENA to an Initial Study or other environmental assessment as required by CEQA.

93. Petitioner has served the California Attorney General with a copy of this amended verified petition, along with a notice of its filing, in compliance with Public Resources Code section 21167.7. A true and correct copy of that notice and proof of service is attached as Exhibit A hereto.

94. Petitioner has provided written notice of the commencement of this action to Respondents, in compliance with Public Resources Code section 21167.5. A true and correct copy of that notice and proof of service is attached as Exhibit B hereto.

95. Petitioner has performed any and all conditions precedent to filing a CEQA action against Respondents, and has exhausted any and all available administrative remedies to the extent required by law.

SECOND CAUSE OF ACTION

(Failure to Comply with CEQA: Improper Deferral of Environmental Analysis)

96. Petitioner incorporates herein and realleges the allegations in prior paragraphs, as if fully set forth herein.

97. Petitioner is informed and believes and thereon alleges that Respondents have deferred analysis under CEQA for the Arena Project.

98. Petitioner is informed and believes and thereon alleges that the ENA commits Respondents to a definite course of action with respect to the Arena Project by, for example, defining now, before any CEQA studies occur, which parts of the City should be considered for the proposed Arena Project and the acceptable size of the proposed Arena Project.

99. The ENA commits Respondents to a definite course of action that will cause numerous adverse environmental effects that should have been studied in an EIR before the ENA

was approved. The detail and specificity contained in the ENA, including identification of the site, size of arena, number of seats, and overall project components, establish that there is more than enough information to prepare an EIR now.

100. By approving the ENA, Respondents have displayed a level of commitment to the Arena Project that is more than sufficient to constitute a "project approval."

101. By committing themselves to the obligations set forth in the ENA, Respondents have circumscribed or limited their discretion with respect to future environmental review, mitigation measures, project alternatives and alternative locations.

102. The Guidelines are clear that Respondents are barred from taking actions "that would have a significant adverse effect or *limit the choice of alternatives or mitigation measures*, before completion of CEQA compliance." (Guidelines § 15004, subd. (b)(2)(emphasis added).)

103. Petitioner is informed and believes and thereon alleges that Respondents' adoption of the ENA constitutes such an unauthorized action because it limits Respondents' choices of methods to eliminate and/or mitigate adverse environmental impacts generated by the ENA.

104. Petitioner is informed and believes and thereon alleges that the ENA constitutes a prejudgment by Respondents on the proposed Arena Project and the proposed Site.

105. Petitioner is informed and believes and thereon alleges that the ENA commits Respondents to a definite course of action and so constrains Respondents' exercise of police power such that the future CEQA review envisioned by the ENA is rendered an unlawful post hoc rationalization for decisions and commitments already made in the ENA.

106. Developer has also committed significant resources toward shaping the Arena Project, including without limitation the detail of design specified in the ENA and the payment of $1.5 million to the City.

107. Any later-performed environmental analysis will be influenced in its discussion of impacts, mitigation and alternatives by the significant funds already given to the City by the Developer.

108. Respondents have violated CEQA and failed to proceed in the manner required by law, committed a prejudicial abuse of discretion, and acted arbitrarily and capriciously in their approval of the ENA because Respondents committed themselves to a definite course of action, i.e. the Arena Project, before complying with CEQA, and improperly deferred CEQA analysis of the Arena Project to a later time.

THIRD CAUSE OF ACTION

(Violation of CEQA - Pattern and Practice of Approving Projects without Environmental Review)

109. Petitioner incorporates herein and realleges the allegations in prior paragraphs, as if fully set forth herein.

110. Respondents have engaged in, and continue to engage in, a pattern and practice of approving the environmental review of projects separate and apart from their decision on the underlying project. Respondents' pattern and practice purports to bar the public from administratively appealing any decision based on noncompliance with CEQA.

111. This improper pattern and practice of segregating approval of the environmental review from the approval of the project or permit at issue violates Guidelines section 15090, which requires that "[t]he final EIR was presented to the decisionmaking body of the lead agency and that the decisionmaking body reviewed and considered the information contained in the final EIR prior to approving the project."

112. Respondents' pattern and practice is to separate CEQA review from the final project decision, which violates CEQA. (E.g., *POET, LLC v. State Air Resources Bd.* (2013) 218 Cal.App.4th 681, 731 ["CEQA is violated when the authority to approve or disapprove the project is separated from the responsibility to complete the environmental review."].)

113. Unless Respondents are enjoined, the public, including Petitioner, will suffer irreparable harm as a result of Respondents' approval of projects and their refusal to consider CEQA noncompliance.

FOURTH CAUSE OF ACTION

(Petition for Writ of Mandate Under CCP §§ 1094.5 and/or 1085

Denial of Due Process - Denial of Fair Hearing)

114. Petitioner incorporates herein and realleges the allegations in prior paragraphs, as if fully set forth herein.

115. Basic legal principles governing public hearings require that all participants be provided a fair hearing and that their right to due process not be violated.

116. A public hearing participant's rights to a fair hearing and due process are violated when one of the public agency participants has an illegal conflict of interest but nevertheless participates in the decision-making process—even when the conflicted public agency participant's participation was not determinative to the outcome of the public hearing. Fair-hearing and due-process requirements also dictate that members of the public be given reasonable prior notice of a public hearing or of any meeting that is the substantive equivalent of a public hearing but not labeled a "public hearing." Such requirements also prohibit decisionmakers from participating in ex parte communications with applicants and appellants concerning the subject matter of the public hearing. If such communications do occur; their substance must be disclosed fully, accurately, and on the record so that all members of the public know what information was communicated to and from the decisionmakers.

117. Respondents failed to provide a fair hearing before impartial decisionmakers. Petitioner is informed and believes and thereon alleges that the decisionmakers of Respondents had personal interests in the approval of the Project and the ENA, became personally invested in the approval process and pre-judged the merits of the Project and the ENA.

118. This litigation, if successful, will result in enforcement of important rights affecting the public interest, including the public's right to compel the decision-making bodies of Respondents to comply with City and state law and the rights of the residents and property owners of the City, among other things.

FIFTH CAUSE OF ACTION

(Injunction Against Further Pursuit of the ENA Until Respondents Comply with CEQA)

119. Petitioner incorporates herein and realleges the allegations in prior paragraphs, as if fully set forth herein.

120. Respondents failed to comply with CEQA prior to approving the Arena Project and the ENA. Petitioner therefore prays for a preliminary and permanent injunction against Respondents and any of their agents from further pursuing the ENA and/or commencing work upon the Arena Project and the ENA unless and until such time as Respondents comply with their mandatory duties under CEQA and all other applicable environmental rules, regulations and procedures.

121. Petitioner has no adequate remedy other than that prayed for herein in that the subject matter is unique and monetary damages would therefore be inadequate to fully compensate Petitioner for the consequences of Respondents' actions in their continued failure to comply with CEQA with respect to the Project and the ENA. Petitioner therefore seeks, and is entitled to, injunctive relief under Code of Civil Procedure section 526 et seq., and to a stay, preliminary and/or permanent injunction.

PRAYER FOR RELIEF

WHEREFORE, Petitioner and Plaintiff prays for relief as follows:

1. For a peremptory writ of mandate:

a. directing Respondents and the Oversight Board, and each of them, to rescind and set aside their approval of the ENA, their adoption of the ENA, and all other approvals, if any, of the Arena Project; and

b. enjoining Respondents and the Oversight Board, their respective officers, employees, agents, boards, commissions, and all subdivisions from granting any authority, permits, or entitlements as part of the Arena Project or the ENA pursuant to the City's approval of the ENA; and

c. commanding Respondents and the Oversight Board, and each of them, to immediately suspend all activities in furtherance or implementation of the ENA until such time as environmental review has been completed in compliance with CEQA.

2. For a preliminary and permanent injunction against Respondents and the Oversight Board, and each of them, and any of their agents, enjoining them from further pursuing the ENA and/or commencing work under the ENA unless and until such time as Respondents comply with their mandatory duties under CEQA and all other applicable environmental rules, regulations and procedures.

3. For an award of its costs of suit and litigation expenses, including, without limitation, attorneys' fees incurred herein as permitted or required by law.

4. For such other relief as the Court deems just and proper.

Dated: October 17, 2017

Respectfully submitted,

CHATTEN-BROWN & CARSTENS LLP

By _____
Douglas P. Carstens
Michelle Black
Attorneys for Petitioner

VERIFICATION

I, the undersigned, declare that I am an officer of Inglewood Residents Against Takings and Evictions, Petitioner in this action. I have read the foregoing Amended Petition For Writ Of Mandate and know the contents thereof, and the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 17 day of October, 2017 at Inglewood, California.

Alexis Cormier

EXHIBIT A

Hermosa Beach Office
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dpc@cbcearthlaw.com
Direct Dial:
310-798-2400 Ext. 1

October 23, 2017

By U.S. Mail

Sally Magnani
Senior Assistant Attorney General
California Attorney General
300 South Spring Street
Los Angeles, CA 90013-1230

Re: Challenge to City of Inglewood, City of Inglewood City Council, Successor Agency to the Inglewood Redevelopment Agency, Governing Board of the Successor Agency to the Inglewood Redevelopment Agency, the Inglewood Parking Authority, and the Ingle wood Parking Authority Board of Director's approval of the Exclusive Negotiating Agreement with Murphy's Bowl LLC, *Inglewood Residents Against Takings And Evictions v. City of Inglewood, et al.*

Honorable Attorney General:

Pursuant to Public Resources Code section 21167.7 and Code of Civil Procedure section 388, please find enclosed a copy of Plaintiff and Petitioner the Inglewood Residents Against Takings And Evictions' ("Petitioner") Verified First Amended Petition for Writ of Mandate and Complaint for Injunctive Relief Pursuant to the California Environmental Quality Act ("Petition") against Defendants and Respondents City of Inglewood, City of Inglewood City Council, Successor Agency to the Inglewood Redevelopment Agency, Governing Board of the Successor Agency to the Inglewood Redevelopment Agency, the Inglewood Parking Authority, the Inglewood Parking Authority Board of Directors, and the Oversight Board to the Successor Agency to the Inglewood Redevelopment Agency (collectively, "Respondents") and Real Party in Interest Murphy's Bowl LLC, filed in Los Angeles Superior Court, Stanley Mosk Courthouse, located at 111 N. Hill Street, Los Angeles, CA 90012.

Petitioner challenges Respondents' approval of an Exclusive Negotiating Agreement regarding the construction of a professional sports arena in the City of Inglewood. Among other causes of action, Petitioner challenges Respondents' failure to adhere to the requirements of the California Environmental Quality Act, including proper preparation of an Environmental Impact Report, and to provide a fair hearing.

EXA

This Petition is being provided pursuant to the notice provisions of the Public Resources Code. Please contact me if you have any questions.

Sincerely,

Douglas P. Carstens

Encl: Verified First Amended Petition for Writ of Mandate and Complaint for Injunctive Relief Pursuant to the California Environmental Quality Act

PROOF OF SERVICE

I am employed by Chatten-Brown & Carstens LLP in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 2200 Pacific Coast Highway, Ste. 318, Hermosa Beach, CA 90254 . On October 23, 2017, I served the within documents:

LETTER TO THE CALIFORNIA ATTORNEY GENERAL REGARDING FIRST AMENDED PETITION FOR WRIT OF MANDATE

☑ **VIA UNITED STATES MAIL.** I am readily familiar with this business' practice for collection and processing of correspondence for mailing with the United States Postal Service. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid. I enclosed the above-referenced document(s) in a sealed envelope or package addressed to the person(s) at the address(es) as set forth below, and following ordinary business practices I placed the package for collection and mailing on the date and at the place of business set forth above.

I declare that I am employed in the office of a member of the bar of this court whose direction the service was made. I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October 23, 2017, at Hermosa Beach, California 90254.

Cynthia Kellman

SERVICE LIST

California Attorney General
300 South Spring Street, Ste. 1700
Los Angeles, CA 90013

EXHIBIT B

Hermosa Beach Office
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Direct Dial:
310-798-2400 Ext. 1

October 23, 2017

By U.S. Mail

James T. Butts, Chair of the Board
Oversight Board to the Successor Agency
to the Inglewood Redevelopment Agency
1 Manchester Boulevard
Inglewood, CA 90301

Re: Challenge to September 7, 2017, Approval of Exclusive Negotiating Agreement and Arena Project

Dear Chairman Butts:

Pursuant to Public Resources Code section 21167.5, please take notice that the Inglewood Residents Against Takings And Evictions plans to file an amended petition for writ of mandate and complaint challenging the September 7, 2017, approval of an Exclusive Negotiating Agreement to develop a professional sports arena by the Oversight Board to the Successor Agency to the Inglewood Redevelopment Agency. This petition will be filed in Los Angeles Superior Court, Stanley Mosk Courthouse, located at 111 N. Hill Street, Los Angeles, CA 90012.

Sincerely,

Douglas P. Carstens

EX B

PROOF OF SERVICE

I am employed by Chatten-Brown & Carstens LLP in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 2200 Pacific Coast Highway, Ste. 318, Hermosa Beach, CA 90254 . On October 23, 2017, I served the within documents:

LETTER TO OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE INGLEWOOD REDEVELOPMENT AGENCY REGARDING PETITION FOR WRIT OF MANDATE

☑ **VIA UNITED STATES MAIL.** I am readily familiar with this business' practice for collection and processing of correspondence for mailing with the United States Postal Service. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid. I enclosed the above-referenced document(s) in a sealed envelope or package addressed to the person(s) at the address(es) as set forth below, and following ordinary business practices I placed the package for collection and mailing on the date and at the place of business set forth above.

I declare that I am employed in the office of a member of the bar of this court whose direction the service was made. I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October 23, 2017, at Hermosa Beach, California 90254.

Cynthia Kellman

SERVICE LIST

James T. Butts, Chair of the Board
Oversight Board to the Successor
Agency
to the Inglewood Redevelopment
Agency
1 Manchester Boulevard
Inglewood, CA 90301

Hermosa Beach Office
Phone: (310) 798-2400
Fax: (310) 798-2402

San Diego Office
Phone: (858) 999-0070
Phone: (619) 940-4522

Chatten-Brown & Carstens LLP
2200 Pacific Coast Highway, Suite 318
Hermosa Beach, CA 90254
www.cbcearthlaw.com

Douglas P. Carstens
Email Address:
dpc@cbcearthlaw.com

Direct Dial:
310-798-2400 Ext. 1

July 20, 2017

By U.S. Mail

City of Inglewood and City of Inglewood
City Council
c/o Ms. Yvonne Horton
City Clerk, City of Inglewood
1 Manchester Boulevard
Inglewood, California 90301

City of Inglewood Parking Authority
City of Inglewood Parking Authority
Board of Directors
c/o Ms. Yvonne Horton
Secretary, Inglewood Parking Authority
1 Manchester Boulevard
Inglewood, California 90301

Successor Agency to the Inglewood
Redevelopment Agency
Governing Board of the Successor
Agency to the Inglewood
Redevelopment Agency
c/o Margarita Cruz
Successor Agency Manager
1 Manchester Boulevard
Inglewood, California 90301

Re: Challenge to June 15, 2017, Approval of Exclusive Negotiating Agreement and Arena Project

Dear Ms. Horton and Ms. Cruz:

Pursuant to Public Resources Code section 21167.5, please take notice that the Inglewood Residents Against Takings And Evictions plans to file a petition for writ of mandate and complaint challenging the June 15, 2017, approval of an Exclusive Negotiating Agreement by and among the City of Inglewood ("City"), the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency ("Successor Agency"), the Inglewood Parking Authority ("Parking Authority"), and Murphy's Bowl LLC to develop a professional sports arena. This petition will be filed against the City, the City of Inglewood City Council, the Successor Agency, the Governing Board of the Successor Agency, the Parking Authority, and the Parking Authority Board of Directors in Los Angeles Superior Court, Stanley Mosk Courthouse, located at 111 N. Hill Street, Los Angeles, CA 90012.

Sincerely,

Douglas P. Carstens

PROOF OF SERVICE

I am employed by Chatten-Brown & Carstens LLP in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 2200 Pacific Coast Highway, Ste. 318, Hermosa Beach, CA 90254 . On July 20, 2017, I served the within documents:

LETTER TO THE CITY OF INGLEWOOD AND CITY OF INGLEWOOD CITY COUNCIL, CITY OF INGLEWOOD PARKING AUTHORITY AND CITY OF INGLEWOOD PARKING AUTHORITY BOARD OF DIRECTORS, SUCCESSOR AGENCY TO THE INGLEWOOD REDEVELOPMENT AGENCY AND GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE INGLEWOOD REDEVELOPMENT AGENCY REGARDING PETITION FOR WRIT OF MANDATE

☑ **VIA UNITED STATES MAIL.** I am readily familiar with this business' practice for collection and processing of correspondence for mailing with the United States Postal Service. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid. I enclosed the above-referenced document(s) in a sealed envelope or package addressed to the person(s) at the address(es) as set forth below, and following ordinary business practices I placed the package for collection and mailing on the date and at the place of business set forth above.

I declare that I am employed in the office of a member of the bar of this court whose direction the service was made. I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on July 20, 2017, at Hermosa Beach, California 90254.

Cynthia Kellman

SERVICE LIST

City of Inglewood and City of Inglewood
City Council
c/o Ms. Yvonne Horton
City Clerk, City of Inglewood
1 Manchester Boulevard
Inglewood, California 90301

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City of Inglewood Parking Authority
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Successor Agency to the Inglewood
Redevelopment Agency
Governing Board of the Successor
Agency to the Inglewood
Redevelopment Agency
c/o Margarita Cruz
Successor Agency Manager
1 Manchester Boulevard
Inglewood, California 90301

EXHIBIT C

CHATTEN-BROWN & CARSTENS LLP
Douglas P. Carstens, SBN 193439
Josh Chatten-Brown, SBN 243605
Michelle Black, SBN 261962
2200 Pacific Coast Hwy, Suite 318
Hermosa Beach, CA 90254
310.798.2400; Fax 310.798.2402

Attorneys for Petitioner
INGLEWOOD RESIDENTS AGAINST TAKINGS AND EVICTIONS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

INGLEWOOD RESIDENTS AGAINST TAKINGS AND EVICTIONS, Plaintiff and Petitioner, v. CITY OF INGLEWOOD, a municipal corporation; CITY OF INGLEWOOD CITY COUNCIL; SUCCESSOR AGENCY TO THE INGLEWOOD REDEVELOPMENT AGENCY; GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE INGLEWOOD REDEVELOPMENT AGENCY; THE INGLEWOOD PARKING AUTHORITY; THE INGLEWOOD PARKING AUTHORITY BOARD OF DIRECTORS; and DOES 1-10; Defendants and Respondents, MURPHY'S BOWL LLC, a Delaware Limited Liability Company; ROES 10-20; Real Parties in Interest.	CASE NO.: **NOTICE OF ELECTION TO PREPARE THE ADMINISTRATIVE RECORD PURSUANT TO PUBLIC RESOURCES CODE § 21167.6(b)(2)**

Pursuant to Public Resources Code section 21167.6(b)(2), Plaintiff and Petitioner Inglewood Residents Against Takings and Evictions ("Petitioner") hereby elects to prepare the administrative record and the record of proceedings in connection with this action. Petitioner therefore requests that Defendants and Respondents City of Inglewood, City of Inglewood City Council, Successor Agency to the Inglewood Redevelopment Agency, Governing Board of the Successor Agency to the Inglewood Redevelopment Agency, the Inglewood Parking Authority, and the Inglewood Parking Authority Board of Directors ("Respondents") notify Petitioner's attorneys of record in writing when the items constituting the administrative record are available for inspection and photocopying. To the extent necessary to facilitate a prompt response to this notice, Petitioner's request should be deemed a request to inspect public records under the California Public Records Act.

Petitioner reserves the right to request that Respondents prepare any portion of the record that is not otherwise reasonably available except from one or more of Respondents. However, nothing in this notice shall be construed as Petitioner's express or implied agreement to make any payment to Respondents for their assembly of the items that constitute the administrative record or for any other expense incurred by Respondents in providing Petitioner with access to the items constituting the record. In the absence of Petitioner's express written acknowledgement to the contrary, this notice asks Respondents to do nothing more than provide access to the items constituting the record.

Dated: July 20, 2017

Respectfully submitted,

CHATTEN-BROWN & CARSTENS LLP

By _____
Douglas P. Carstens
Michelle Black
Attorneys for Petitioner

EXHIBIT D E

From: Mayor James T. Butts, Jr.
Sent: Saturday, June 17, 2017 5:59 PM
To: Tunisia Johnson <tjohnson@cityofinglewood.org>
Subject: Inglewood & Clippers Open Negotiations

Having trouble viewing this email? Click here

Press Conference Announcing Inglewood Clippers ENA

EX.D

7

NBC INTERVIEW MAYOR JAMES BUTTS CLIPPERS

(CLICK PHOTO OR TEXT)

Mayor's Message
Inglewood Clippers(?)

June 15th 2017, the day the City Council of Inglewood voted to open exclusive negotiations (ENA) with the Los Angeles Clippers to ***explore*** building an 18,000 to 20,000 seat arena on 22 acres City controlled land at Century and Prairie. Some of these parcels have sat vacant and unused for as long as 30 years. The Clippers as part of the negotiations agreement have deposited 1.5 million dollars with the City. Details of the ENA will be found below in text, audio and video.

INGLEWOOD MILESTONES

January 15, 2014 - Forum reopens 1st act - The Eagles
January 15, 2016 - Rams/NFL come to Inglewood

January 12, 2017 - Chargers relocate to Inglewood
January 15, 2017 - Clippers open negotiations with City
November 2017 - $20 Million Senior Center Opens
September 2019 - Century BI Reconstruction complete
September 2019 - Metro Green Line opens in Inglewood
September 2020 - Rams/Chargers Play In Our Stadium
February 6, 2022 - Superbowl LVI (56) in Inglewood
July 2024 - 2024 Summer Olympics World Games *

WELCOME TO INGLEWOOD CLIPPER NATION

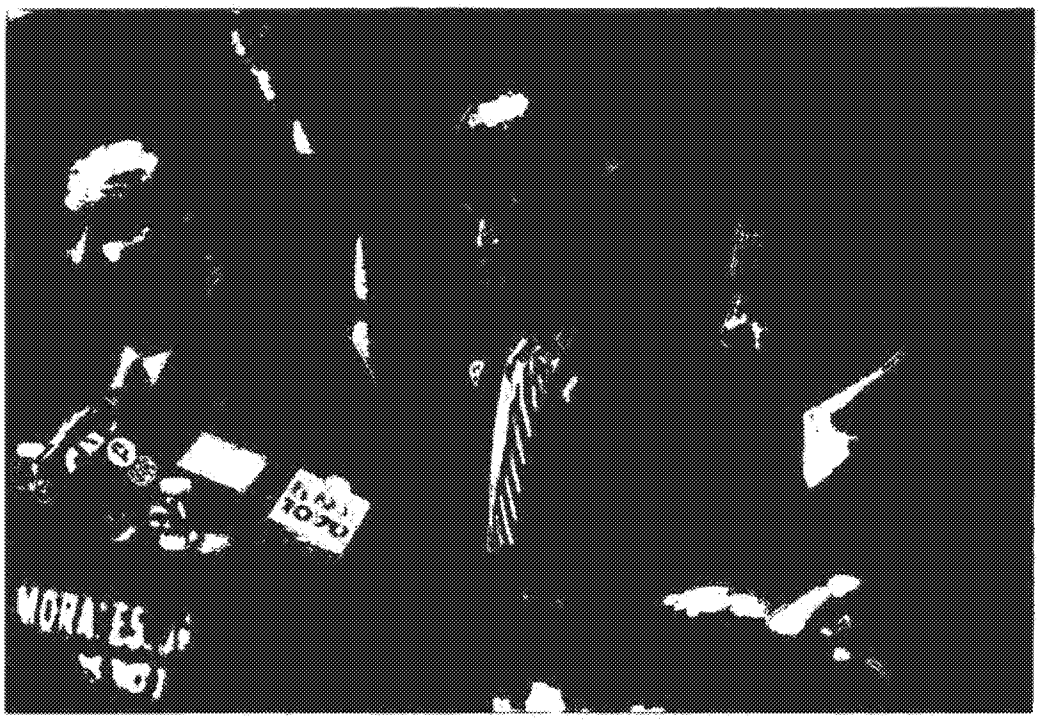
*If awarded to LA, Inglewood hosts Opening ceremonies

Scott & BR of Might 1090 Interview
Mayor James Butts

Fred Roggin Interviews
Mayor James Butts

The Seattle Times

Clippers, city of Inglewood negotiate on proposed new arena



The Inglewood City Council unanimously approved an exclusive negotiating agreement with the Los Angeles Clippers on Thursday that could lead to the construction of an arena for the NBA team across the street from the future home of the NFL's Chargers and Rams.

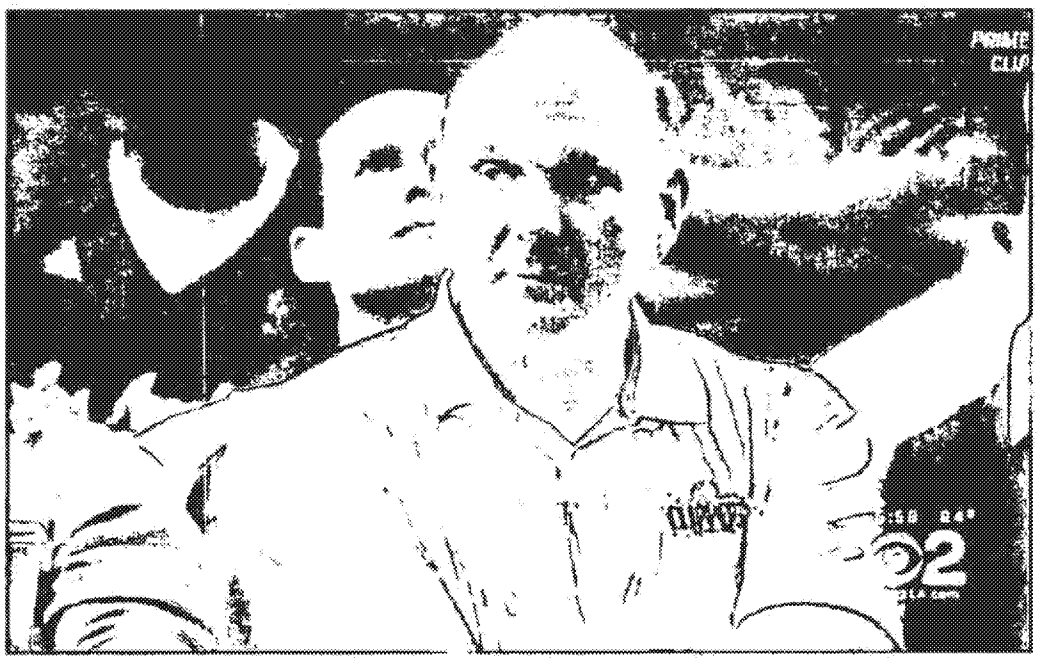
The arena would be privately funded and no public money would be used for the project, said Gillian Zucker, Clippers president of business operations.

"I have said from day one that we need to plan for the future," team owner Steve Ballmer wrote in a letter to Clippers fans. "This agreement helps us do that by expanding our options."

Read Full Article

KFWB 980 NEWSRADIO

Inglewood City Council Approves Clippers Arena Project



The Inglewood City Council Thursday morning unanimously approved an exclusive negotiating agreement for development of an NBA basketball arena for the Los Angeles Clippers on a 22-acre plot of city-owned land.

According to city council documents, the agreement outlines a three-year negotiating period with a developer planning to build "a premier and state-of- the-art National Basketball Association professional basketball arena consisting of approximately 18,000 to 20,000 seats."

That window also gives the Clippers three years to conduct an environmental review of the project.

Inglewood Mayor James Butts described the council's approval to CBS2 as a "promise ring."

Read Full Article

Los Angeles Times

Inglewood will vote on deal for Clippers to explore new arena

As round-the-clock construction continues on the $2.6-billion stadium for the Rams and Chargers in Inglewood, the resurgent city is moving toward adding another team.

Inglewood's City Council will vote Thursday on an exclusive negotiating agreement for a Clippers-controlled company to build an arena for the team, according to a copy of the document.

The 22 acres for the arena are across the street from the 298-acre site where Rams owner Stan Kroenke is building the stadium as part of a sprawling mixed-use development.

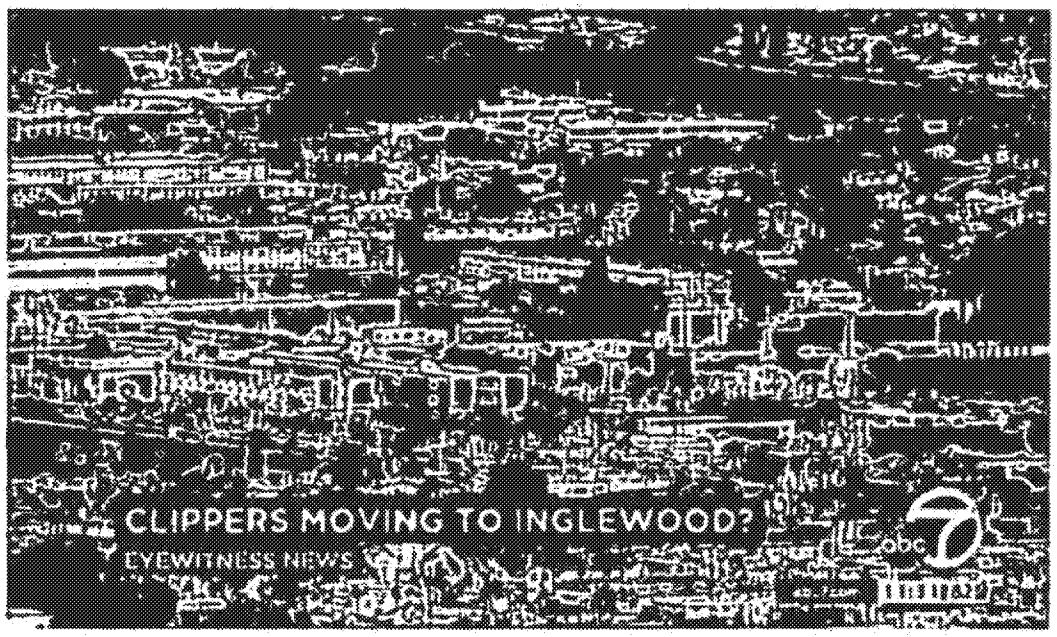
The Rams aren't involved in the Clippers' arena project, according to a person with direct knowledge of the situation, though representatives of Kroenke and the Clippers had multiple discussions about the team joining the Rams' project that's scheduled to be completed in 2020 or building on an adjacent parcel.

Read Full Article

EYEWITNESS NEWS abc7

Inglewood City Council OKs negotiations

for new Clippers arena



Inglewood City Council unanimously voted in favor Thursday of a negotiating agreement on the development of a "premier and state-of-the-art" basketball arena with seating capacity of 18,000 to 20,000.

The property is located on about 22 acres of land between Prairie and Yukon Avenue and bordered on the north by Century Boulevard. Much of the land is owned by the city of Inglewood, according to city documents.

Inglewood City Council members spoke almost universally in favor of the plan. "Inglewood is not going to be the place to drive through, but the place to drive to, and this is part of that," one Inglewood city councilman said.

Read Full Article

Inglewood in talks to build new Clippers arena across from NFL stadium

Maybe sharing a stadium is okay for the Rams and Chargers, but the Clippers appear to be getting fed up with sharing their venue. ABC7 reports that the Inglewood City Council voted unanimously Thursday to start negotiating an agreement with the basketball team that would bring an 18,000- to 20,000-seat basketball arena to the city.

The news station reports the property that Inglewood is considering for the Clippers arena measures 22 acres and is located just across the street from LA's future NFL stadium site. The land, located between Prairie and Yukon Avenue south of Century Boulevard, is mostly owned by the city. The Clippers would put a new arena, plus offices and a training facility on the site.

Read Full Article

Quicklinks

City Council Agenda

City of Inglewood Phone Directory

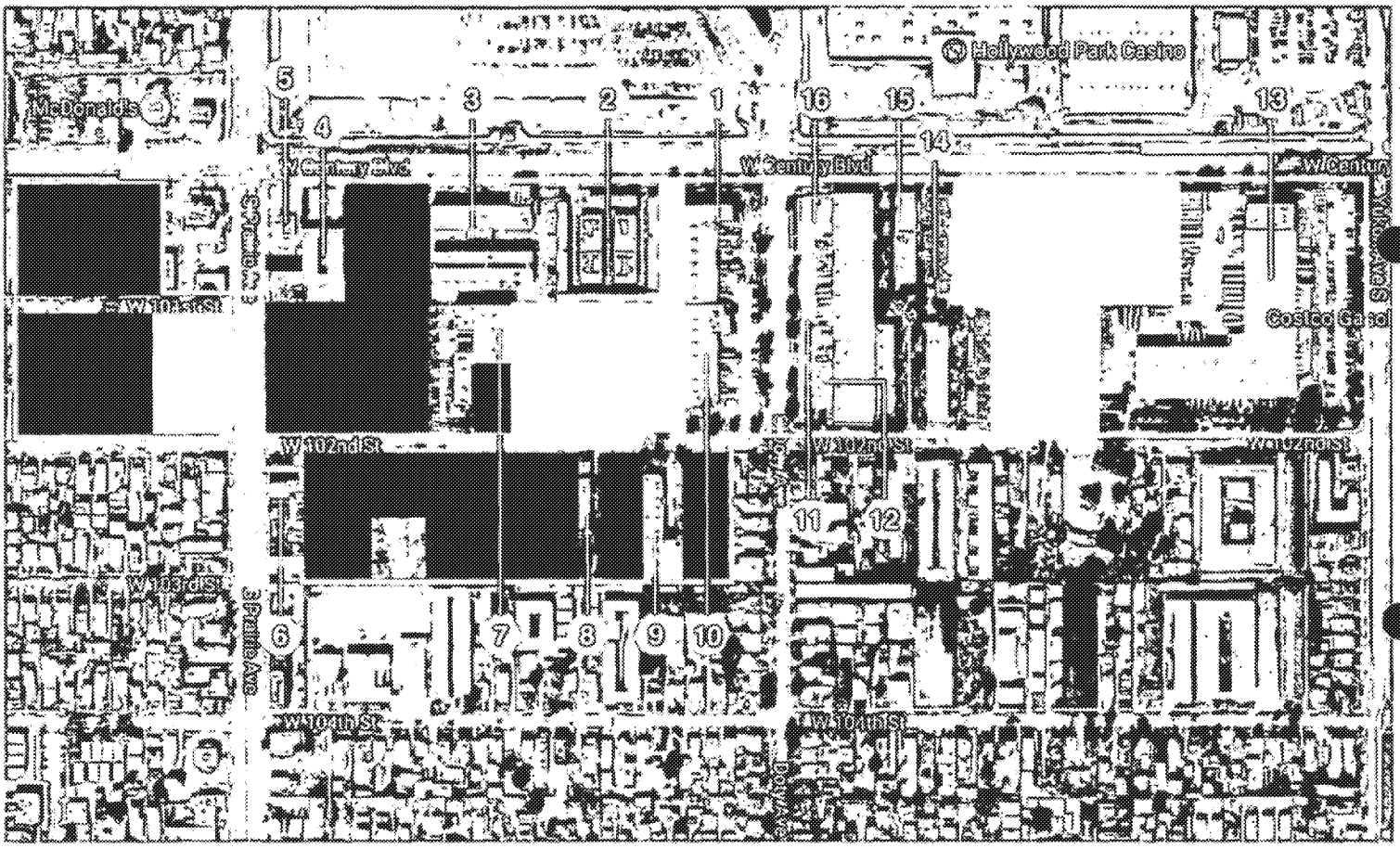
City of Inglewood
One Manchester Blvd. | Inglewood, CA 90301
www.cityofinglewood.org

Mayor James T. Butts, Jr.
mayor@cityofinglewood.org

If you would like to be included on this distribution list to receive newsletters and special community bulletins, please fill out the quick form found HERE.

EXHIBIT E

EXHIBIT SHOWING CITY/CLIPPER AGREEMENT AREA AND SB 789 AREA

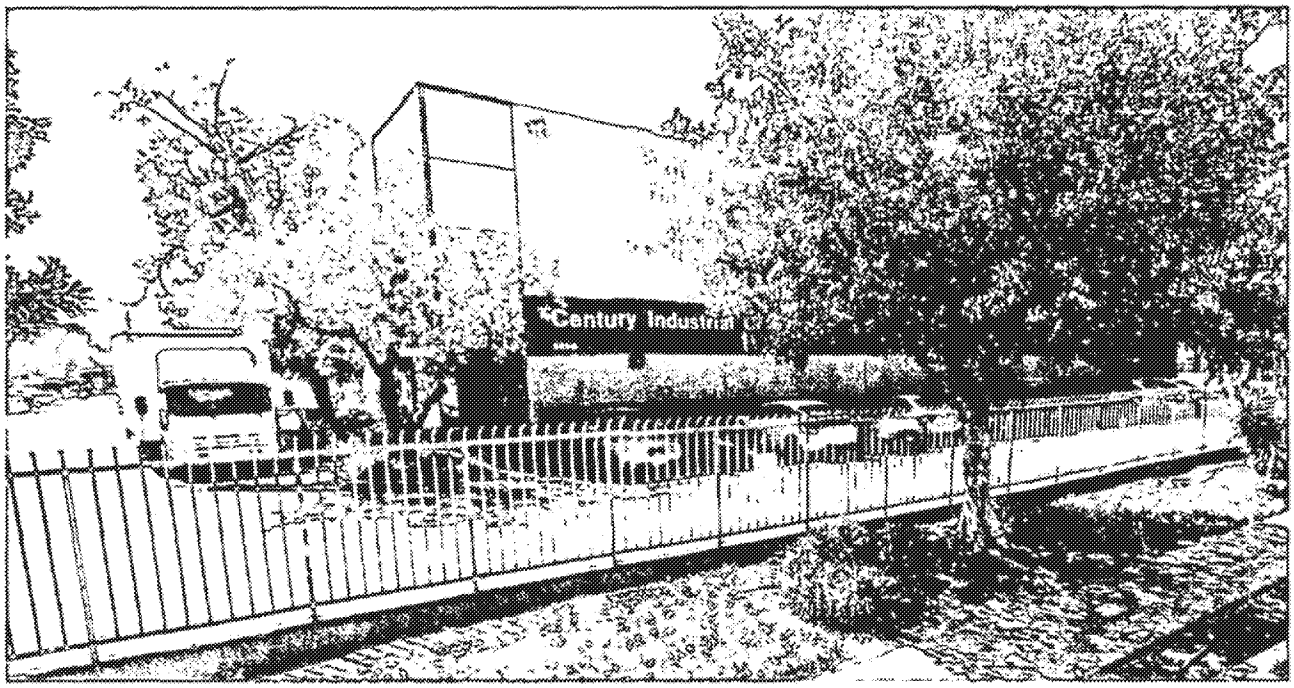


LEGEND

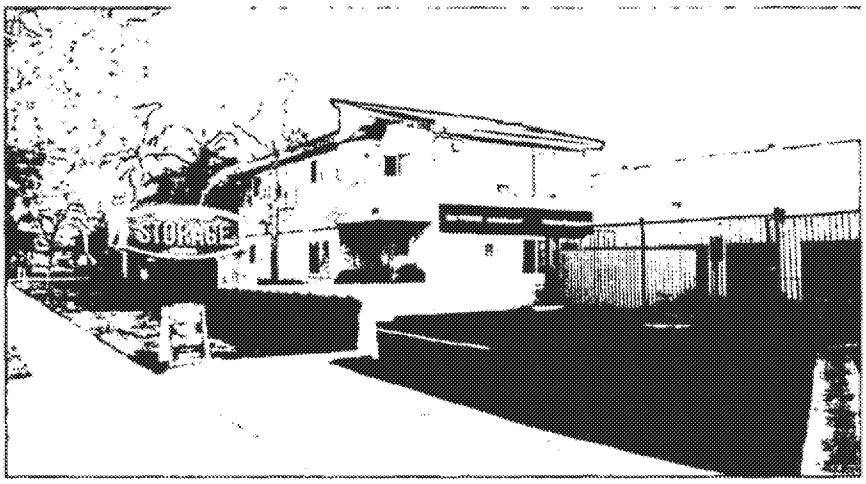
- City Parcels
- Successor Agency Parcels
- City/Clipper Development Area, Subject to Eminent Domain
- SB 789 – Expedited Eminent Domain Area

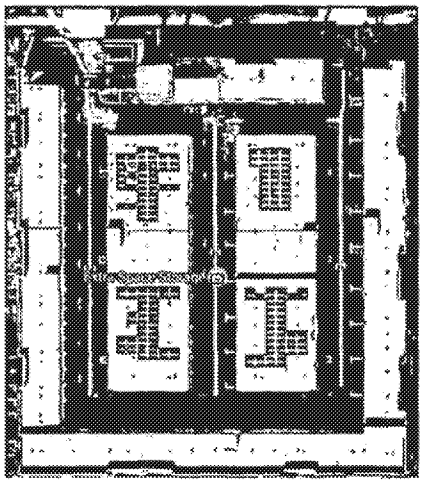
EXE

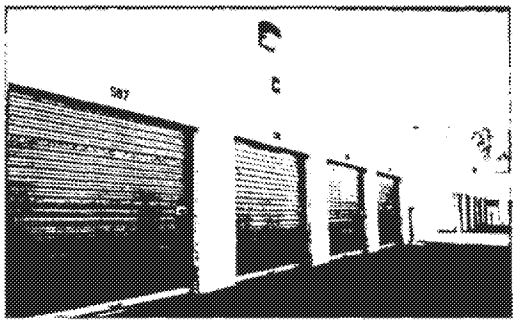
1 Century Industrial Commerce Center: 3800 West Century Boulevard



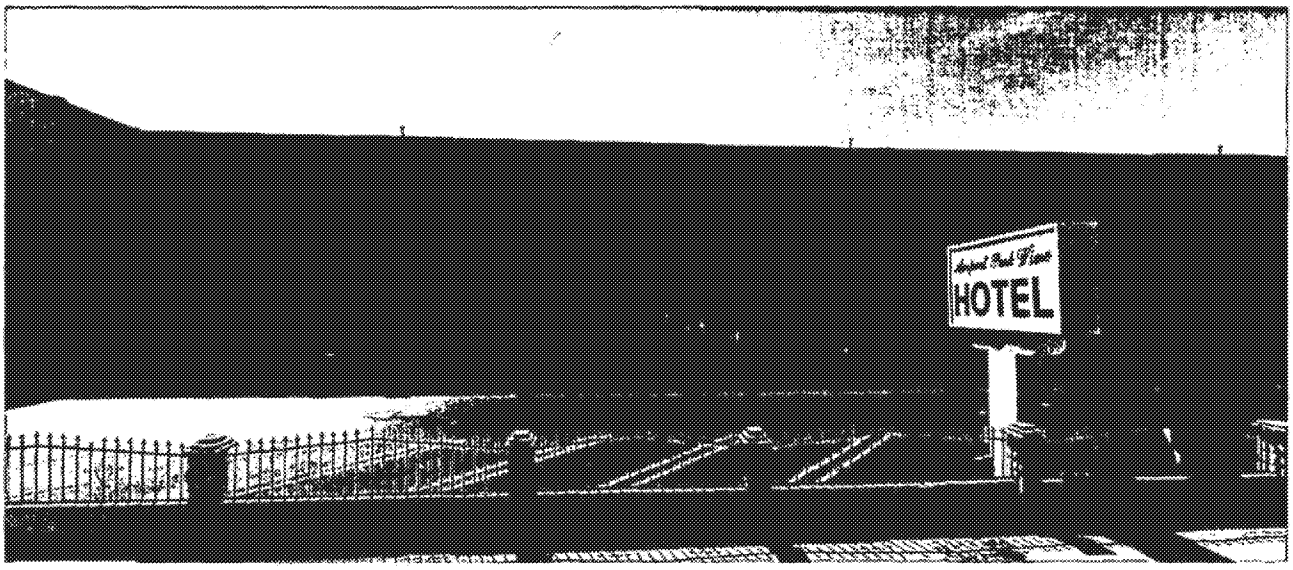
(2) Extra Space Storage: 3846 West Century Boulevard







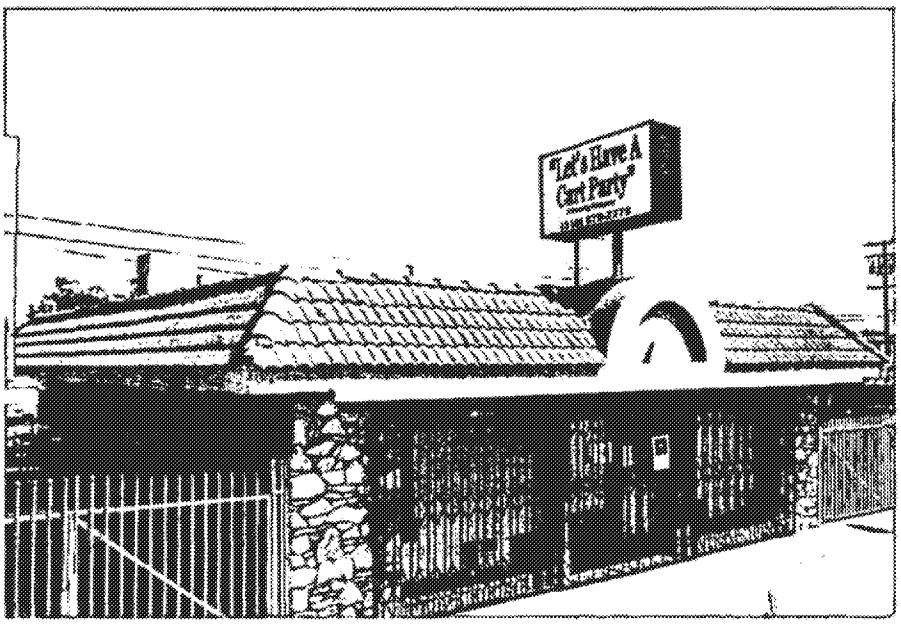
3 Airport Park View Hotel: 3900 W. Century Boulevard



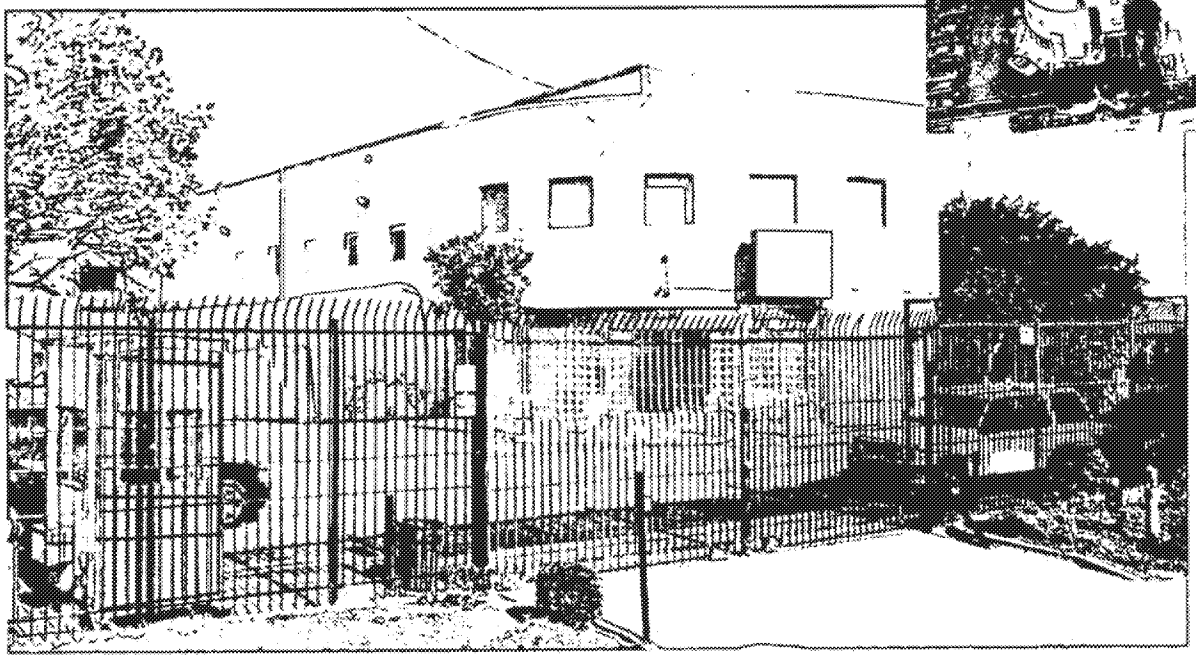
4 Rodeway Inn: 3940 West Century Boulevard

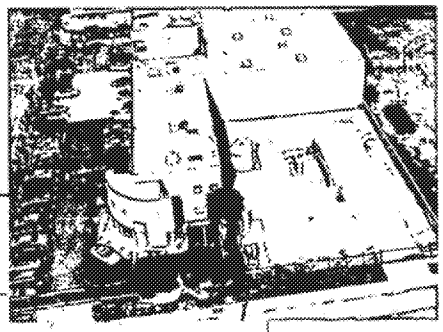
Slide 5 Church's Chicken: 3950 West Century Boulevard

8 Let's Have a Cart Party: 10212 Prairie Avenue

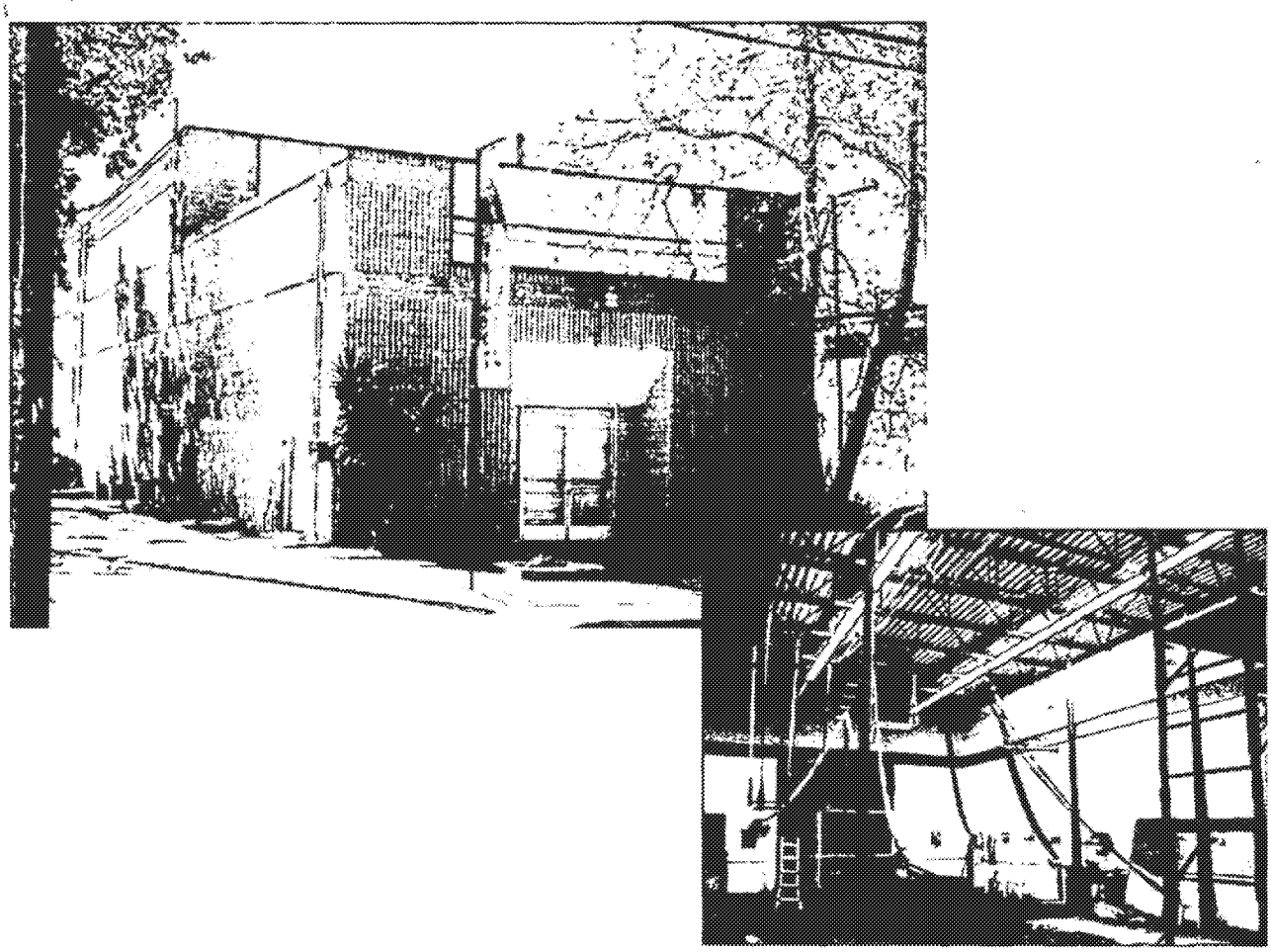


7 Sugarfina: 3915 West 102nd Street



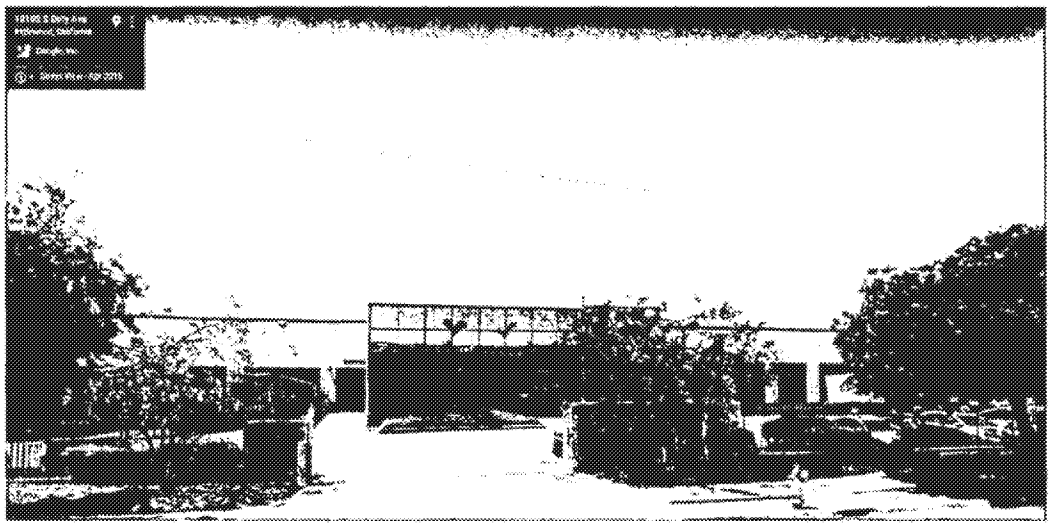


8 Hollywood Aerial Arts: 3838 West 102nd Street



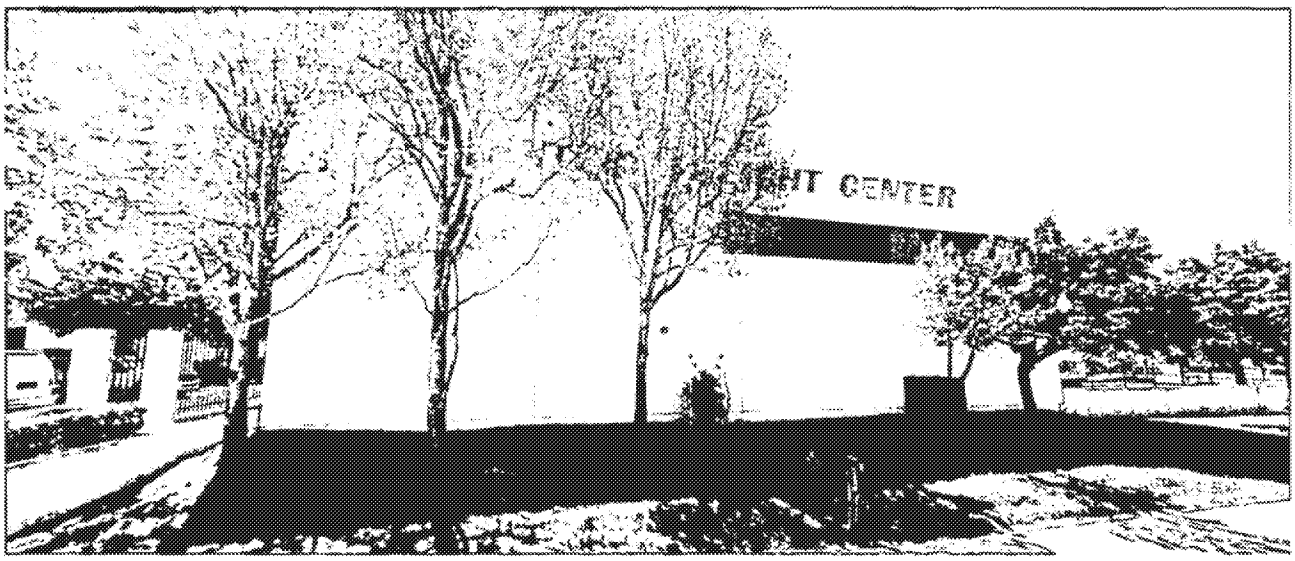
9 CD's Cabinets: 3820 West 102nd Street

10 SES International Express, Inc. 10105 South Doty Avenue

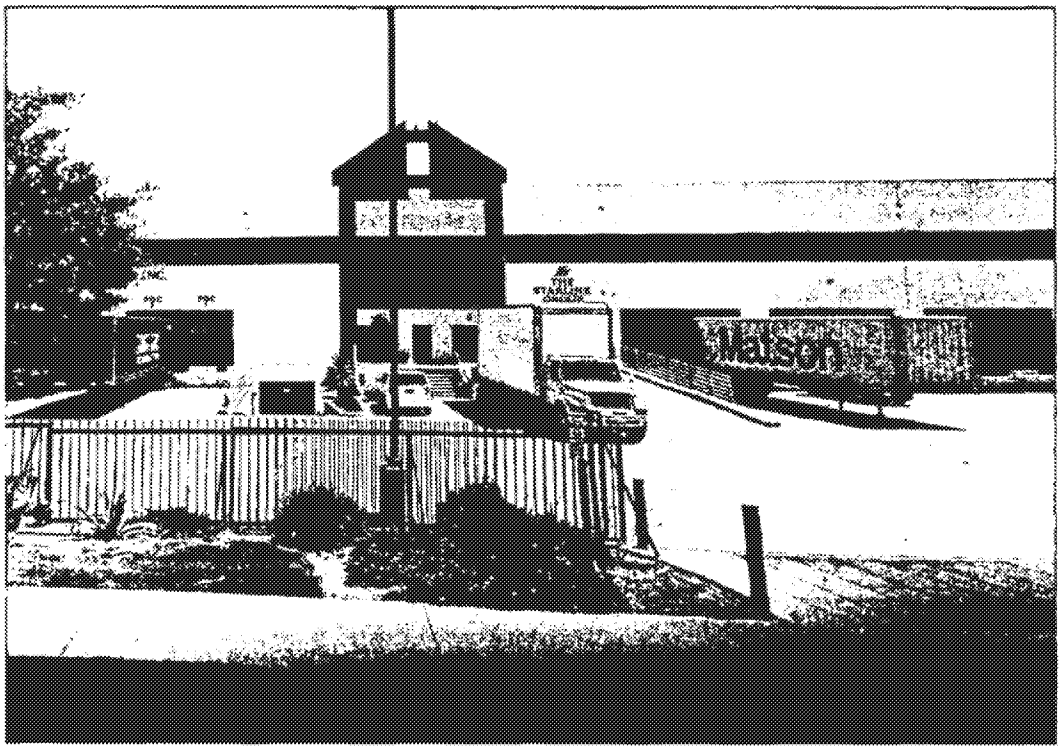


11 Starlight Freight System: 3780 West Century Boulevard

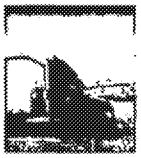
Pacific Global Consolidators: 3770 West Century Boulevard

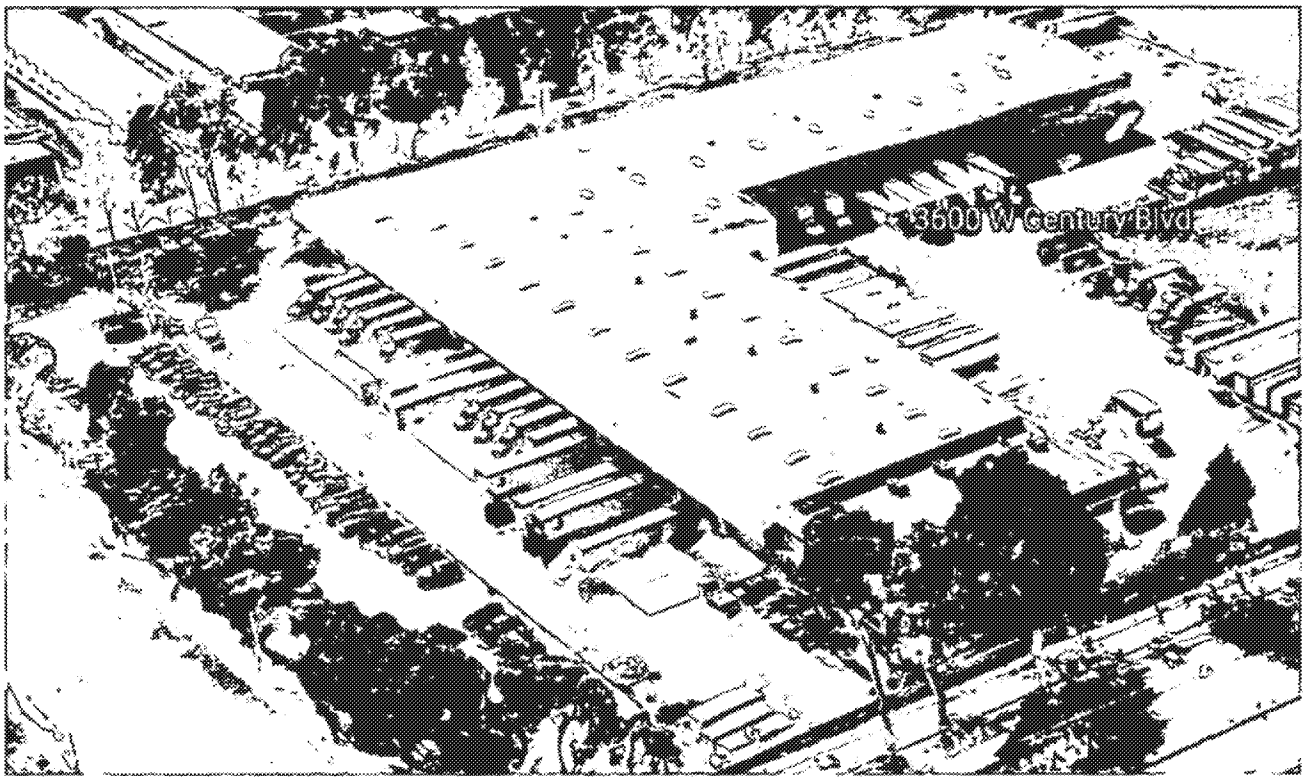


12 The Starlink Group: 10105 S. Doty Avenue



UPS Supply Chain Solutions: 3600 West Century Boulevard





3732 West Century Boulevard

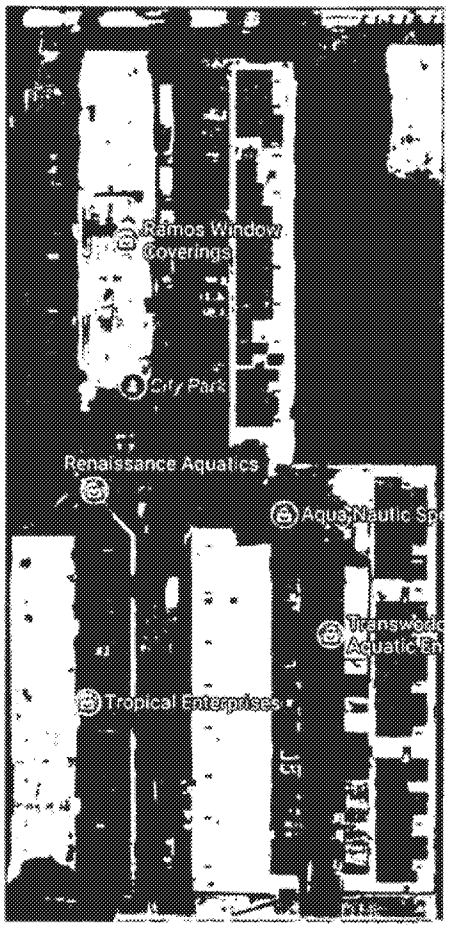
Ramos Window Coverings: #1

Transworld Aquatic Enterprises #3

Renaissance Aquatics #4

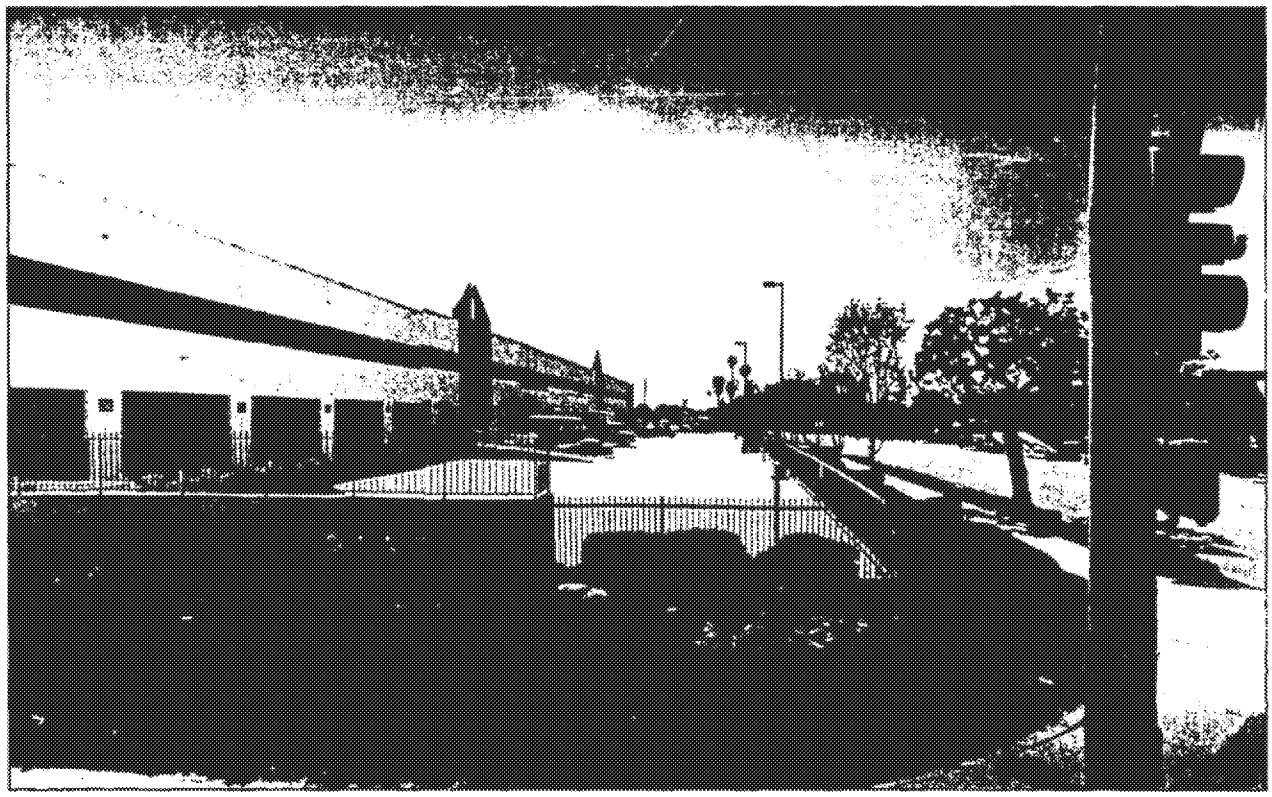
Aqua Nautic Specialist #6

Tropical Enterprises #8

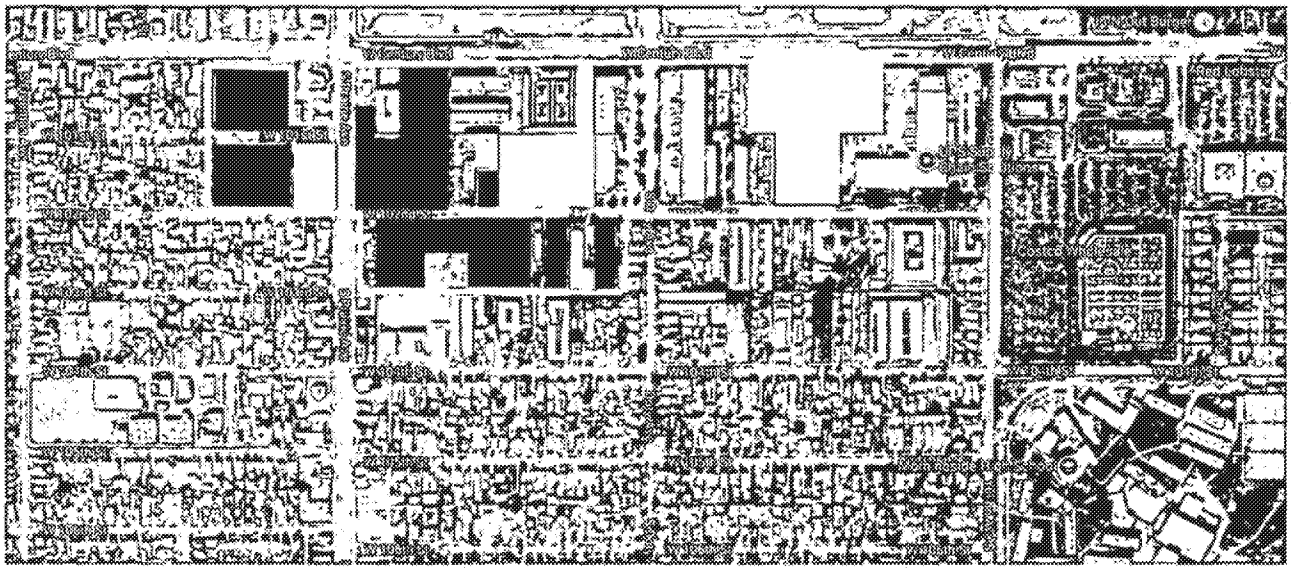


Pacific Window Covering: 3738 West Century Boulevard

United Courier Services: 3750 West Century Boulevard

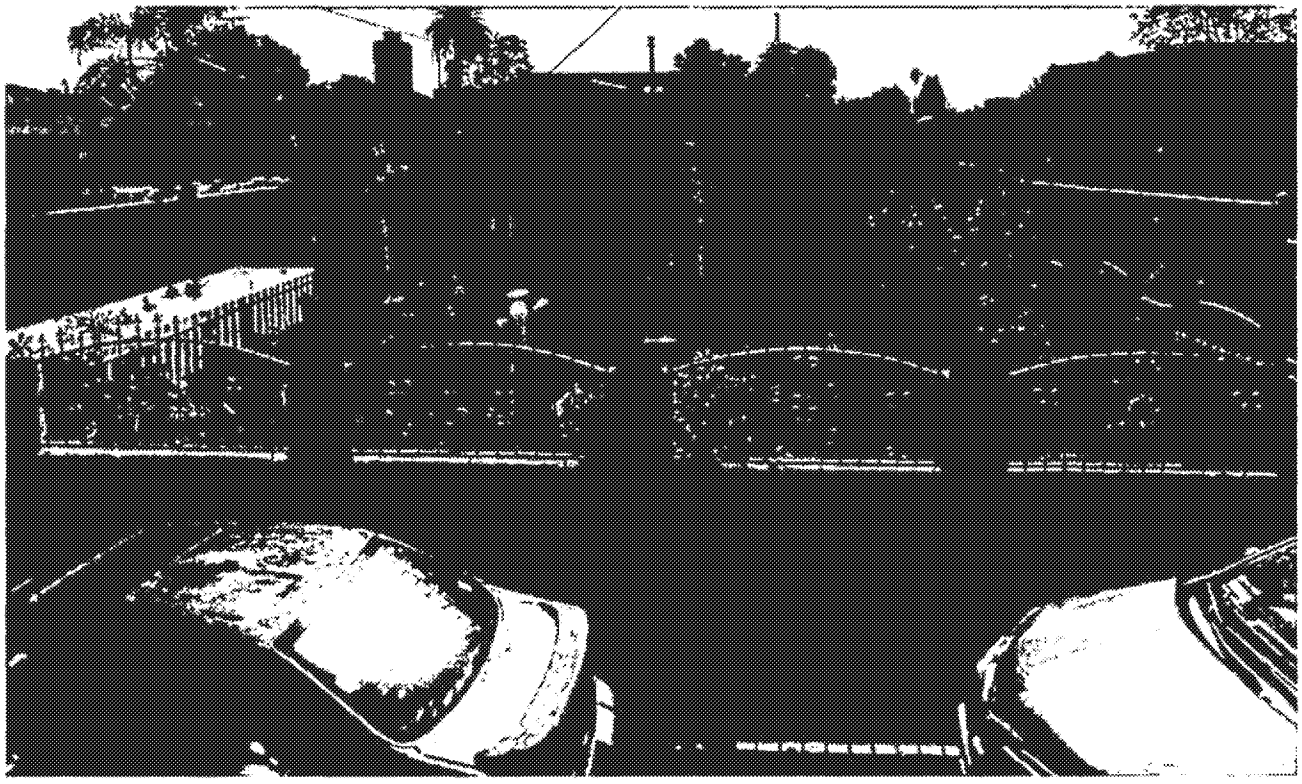


RESIDENTS, HOMES AND CHURCH PROPERTIES ARE DIRECTLY ADJACENT TO THE PROPOSED ARENA, MULTI-TIERED PARKING GARAGE AND TRAINING FACILITY.

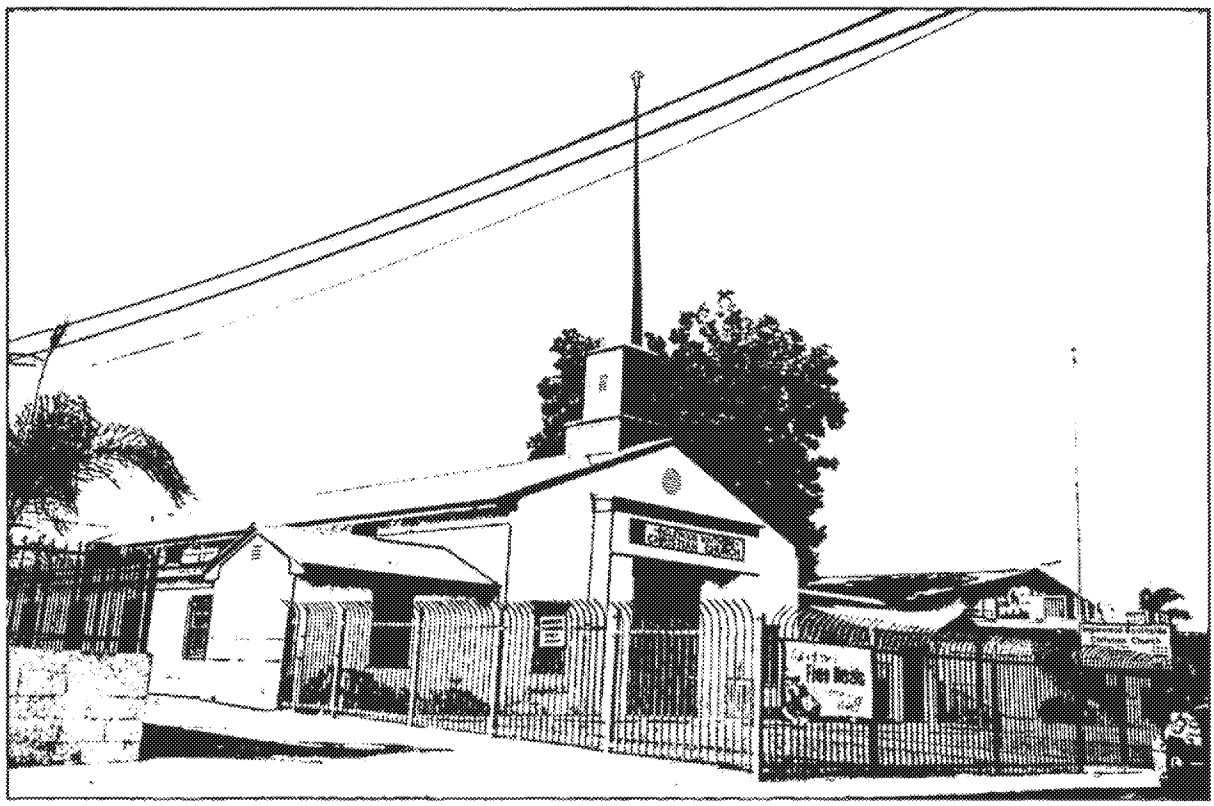


1 3800 West 102nd Street

2 3806 West 102nd Street

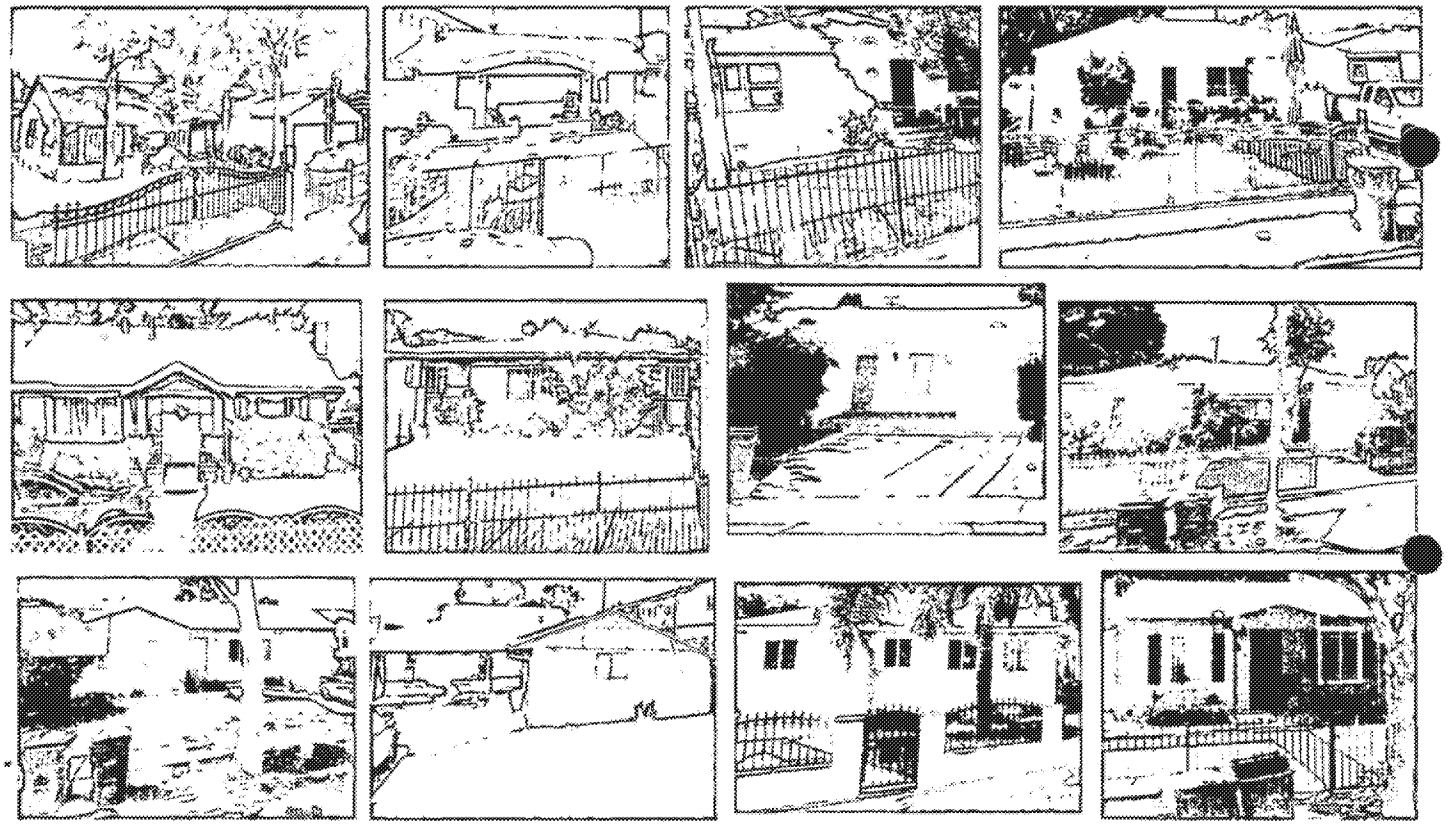


3 Inglewood Southside Christian Church



4 Nicholas Gardens Apartments: 3911 West 104th Street

5 A Sampling of More Single-Family Homes Adjacent to Arena Area



6 Some of the Thousands of Residents Who Will be Negatively Impacted

Ramon Sosa

Jose Plasencia

Oscar and Maria Delgado

Anson Hullso

Geraldo Martinez

7 Residents in the ENA Area Speak Out in the **Los Angeles Times**

Excerpts from "Inglewood Residents Speak Out Against the Proposed Clippers Arena," August 13, 2017

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. "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."

# # #

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.

"It's about the money," Sosa said. "... 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."

# # #

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.

PROOF OF SERVICE

I am employed by Chatten-Brown & Carstens LLP in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 2200 Pacific Coast Highway, Ste. 318, Hermosa Beach, CA 90254 . October 23, 2017, I served the within documents:

VERIFIED FIRST AMENDED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR INJUNCTIVE RELIEF PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

☒ **VIA UNITED STATES MAIL.** I am readily familiar with this business' practice for collection and processing of correspondence for mailing with the United States Postal Service. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid. I enclosed the above-referenced document(s) in a sealed envelope or package addressed to the person(s) at the address(es) as set forth below, and following ordinary business practices I placed the package for collection and mailing on the date and at the place of business set forth above.

☐ **VIA OVERNIGHT DELIVERY.** I enclosed the above-referenced document(s) in an envelope or package designated by an overnight delivery carrier with delivery fees paid or provided for and addressed to the person(s) at the address(es) listed below. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

☐ **VIA MESSENGER SERVICE.** I served the above-referenced document(s) by placing them in an envelope or package addressed to the person(s) at the address(es) listed below and provided them to a professional messenger service for service. (A declaration by the messenger must accompany this Proof of Service or be contained in the Declaration of Messenger below.)

☐ **VIA FACSIMILE TRANSMISSION.** Based on an agreement of the parties to accept service by fax transmission, I faxed the above-referenced document(s) to the persons at the fax number(s) listed below. No error was reported by the fax machine that I used. A copy of the record of the fax transmission is attached.

☐ **VIA ELECTRONIC SERVICE.** I caused the above-referenced document(s) to be sent to the person(s) at the electronic address(es) listed below.

I declare that I am employed in the office of a member of the bar of this court whose direction the service was made. I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October 23, 2017, at Hermosa Beach, California 90254.

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INGLEWOOD RESIDENTS AGAINST TAKINGS AND EVICTIONS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

INGLEWOOD RESIDENTS AGAINST TAKINGS AND EVICTIONS, Plaintiff and Petitioner, v. CITY OF INGLEWOOD, a municipal corporation; CITY OF INGLEWOOD CITY COUNCIL; SUCCESSOR AGENCY TO THE INGLEWOOD REDEVELOPMENT AGENCY; GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE INGLEWOOD REDEVELOPMENT AGENCY; THE INGLEWOOD PARKING AUTHORITY; THE INGLEWOOD PARKING AUTHORITY BOARD OF DIRECTORS; OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE INGLEWOOD REDEVELOPMENT AGENCY; and DOES 1-10; Defendants and Respondents, MURPHY'S BOWL LLC, a Delaware Limited Liability Company; ROES 10-20; Real Parties in Interest.	CASE NO.: BS170333 **OPENING BRIEF** (Code Civ. Proc. §§ 1085, 1094.5 and 526; Pub. Resources Code §§ 21000 et seq.) Department: 86 Judge: Hon. Amy D. Hogue Petition filed: July 20, 2017 Trial: December 7, 2018

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I. INTRODUCTION

The main purpose of the California Environmental Quality Act, found at Public Resources Code sections 21000, et seq. ("CEQA") is to ensure that public entities make decisions with environmental considerations in mind, and that where those decisions may harm the environment, that the agencies take all feasible steps to avoid such harm. (Pub. Resources Code §§ 21002, 21081 subd. (a).) CEQA is also intended to inform the public of the environmental values of its elected officials, through the CEQA process, in which the lead agency analyzes and discloses the potential environmental consequences of actions the agency intends to takes, the public comments on those consequences, and the agency responds. In that way, "the public will know the basis on which its responsible officials either approve or reject environmentally significant action, and the public, being duly informed, can respond accordingly to action with which it disagrees. The EIR process protects not only the environment, but informed self-government." (*Laurel Heights Improvement Assn. v. Regents of the University of California* (1988) 47 Cal.3d 376, 393 ("*Laurel Heights*").)

Here, in their single-minded determination to attract the construction of a professional basketball arena, officials of the City of Inglewood, the Successor Agency to the Inglewood Redevelopment Agency, and the Inglewood Parking Authority (collectively, herein "the City") have violated the main principles and purposes of CEQA and the environmental impact report (EIR) process, committing the City to approval of a project before a single CEQA analysis was prepared, and precluding any meaningful consideration of alternatives to the arena. The City entered an Exclusive Negotiating Agreement (ENA) with Real Party in Interest Murphy's Bowl LLC, a corporation owned by Steve Ballmer, the owner of the Clippers basketball team, to develop a basketball arena for the Clippers ("Project"). The ENA binds the City to exclusive negotiations with Real Party (Developer), and bans any discussion by the City with any other developer as to any property within the Project site for the three-year term of the ENA.[1]

The location and scope of the proposed Project are clear from the ENA: an arena of 18,000-20,000 seats, with a precise location in the City delineated on a detailed map, abutting residential areas and containing many existing businesses. The proposed Project site also contains City-owned parcels, and the ENA contains detailed procedures for transferring them to

[1] The original ENA was approved by the City Council on June 15, 2017 (AR 33-57), and is referred to herein as "June ENA." A somewhat revised ENA was approved on August 15, 2017 (AR 5-26), and is referred to herein as "Revised ENA."

the Developer, as well as an expressed intention for the City to acquire other parcels in the site and transfer them to the Developer. (Administrative Record (AR) 38-39 and 41 [Recitals B and C, § 2(b)]; and AR 6, 8-9 [Recitals C and D, § 2(b)].) Moreover, the City requested detailed financial information and plans for the Arena Project, but did not request information about any alternative site options.

The City has leant considerable momentum and political clout to the proposed Project, but has done so without any prior CEQA compliance whatsoever. The City's actions have ignored CEQA's substantive and procedural requirements, and have turned any eventual EIR on this Project from "a document of public accountability" (*Laurel Heights*, *supra*, 47 Cal.3d at 392), into a document of public irrelevance and impermissible "post hoc rationalization" condemned by the Supreme Court.

II. STATEMENT OF FACTS.

A. City Actions Prior To Environmental Review.

The record shows that the City of Inglewood began negotiations with one or more entities associated with Steve Ballmer, owner of the L.A. Clippers professional basketball team, that eventually became formed as Murphy's Bowl LLC (AR 279, 285). The negotiations began in January 2017, with the mutual desire of City officials and Ballmer for the Clippers to build and occupy a National Basketball Association basketball arena in Inglewood. (AR 564.) As stated in communications between the Developer and the City on June 9, 2017, the entity (Murphy's Bowl LLC) was given "a generic name so it won't identify the proposed project." (AR 824.)

The existence of the negotiations was not revealed to the public, however, until June 14, when the Inglewood City Council rushed to issue a notice that it would hold a special joint meeting the very next day, together with the Successor Agency to the Inglewood Redevelopment Agency (Successor Agency) and the Parking Authority, in order to consider the ENA that is the subject of this case. This meeting was called with even less than 24-hours' notice required by the Brown Act (Govt. Code § 54956 subd. (a)) for a "special" meeting. (AR 149-151; AR 152.) City officials considered giving the normal 72 hours notice but deliberately decided against it. (AR 825 [having to include ENA with the agenda was "why we elected to just post 24 hours versus the normal 72"].) At the June 15 special meeting, the governing boards of the three Respondent entities all voted to formally enter the ENA, a complex, 22-page agreement that had already been prepared, and that binds the City to a three-year period of exclusive negotiations with a recently-formed corporation with the innocuous and unrevealing name of Murphy's Bowl,

"to facilitate the development of a premier and state-of-the-art National Basketball Association ('NBA') professional basketball arena consisting of approximately 18,000 to 20,000 seats." (AR 161, AR 160; AR 560.)

On July 14, 2017, Petitioner objected to the inadequacy of the June 15 meeting's 22-hour notice (AR 252-253) and it filed the original petition herein a week later on July 21, 2017. In a hasty response, and again at a "special" meeting on the minimum 24-hours' notice (AR 141-142), the City held a second joint meeting on July 21, 2017, where all three Respondent City agencies recommitted the City to the ENA. (AR 146-147.) Following publication of two articles in the Los Angeles Times, including one entitled "*Possible Clippers arena has many Inglewood residents worried they may lose their homes or businesses*" on August 13, 2017 (AR 79; Req. For Jud. Ntc., Exh. I) and a second on August 14, 2017 (*Id.*, Exh. J), the City Council held a third meeting on August 15, 2017. At the August hearing, the City Council approved a "Revised ENA" which tweaked some of the terms of the prior two versions of the ENA, added new window-dressing language to respond to Petitioner's arguments that CEQA was violated, and attached a revised map of the project area purporting to exclude private homes and churches from the area of potential eminent domain use. (AR 123-125; AR 16, 17, 19 [Revised ENA §§ 7, 10, and 13]; AR 4 [site map].) The City, however, made clear that eminent domain to obtain land for the Proposed Arena was still an option. (AR 78 [Mayor Butts stated "why would you want us to not be able to use a power that every city in this country has to improve our economic position? Why would you want that?"])

On September 7, 2017, the Oversight Board of the Successor Agency to the Inglewood Redevelopment Agency[2], chaired by Inglewood's Mayor Butts[3], voted to approve the Revised ENA as approved by the City Council on August 15, 2017. (AR 559-561.)

B. City Officials Lobbied For Special Legislative Treatment For The Proposed Project.

On September 1, 2017, less than three weeks after the Revised ENA's approval and after lobbying by City officials, State Senator Steven Bradford introduced SB 789 in the California Legislature. (AR 521 et seq.) The bill would have curtailed public participation in review of the Project, exempt such vital environmental analyses as examination of traffic impacts, parking

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[2] In 2012, pursuant to the Redevelopment Law, the City itself elected to be the Successor Agency to the Redevelopment Agency of the City of Inglewood. The Redevelopment Agency was dissolved on or about February 1, 2012.

[3] Mayor Butts also chairs the governing body of Respondent Parking Authority. (AR 24-25.)

impacts, and alternative size, height, and configuration of the proposed basketball arena and surrounding buildings, would allow the City to use eminent domain *before* completing CEQA review, and would divest the courts the authority to impose injunctive relief for violations of CEQA as to the proposed project. (AR523-526, 529-536.) Inglewood sent a letter stating it "strongly supports SB 789" (AR 182) and its Mayor testified emphatically in support of SB 789 before the Assembly Natural Resources Committee on September 8, 2017 in his official capacity. (Motion to Augment the Administrative Record or For Judicial Notice (hereinafter "Req. Jud. Not."), Exh. A, pp. 2-3, 14.) The committee rejected SB 789. (*Id.*, p. 18.)

C. The City Mayor Publicly and Extensively Advocated In Favor of the Project.

Inglewood's Mayor James Butts has made repeated public statements in public media asserting in strong terms the City's commitment to the proposed basketball arena, including referring to the ENA during the June 15, 2017 City Council meeting as "a promise ring that we hope will lead to an engagement that will lead to a marriage, and we have a pretty good track records (sic) in consummating those marriages." (AR 164.)[4] A press packet distributed by the City in June 2017 included similar statements from the Mayor in various newspapers. (Req. For Jud. Ntc., Exhs. E, G, H.) During the October 3, 2017 City Council hearing, Mayor Butts characterized any suggestion from the public that the relevant property could be used for housing or any other alternative uses as a "total sham" and "ridiculous" and stated that he would not "entertain another use on the property for one minute." (Req. For Jud. Ntc., Exh. B, p. 22.)

D. The Terms of the Exclusive Negotiating Agreement (ENA) Foreclose the Consideration of Alternatives.

The ENA commits the City to a definite course of action as to the proposed Project. Respondents committed themselves to at least a three year period (with a possible six-month extension (AR 11-12 [ENA § 4]) during which the City will negotiate with Real Party Murphy's Bowl, LLC – and during which the City has affirmatively agreed not to negotiate with anyone else – about a "proposed DDA [Disposition and Development Agreement] for the sale, lease, disposition and/or development" of any parcels within the site for the proposed arena. (AR 8 [§ 2(a)].) Not only does the ENA forbid negotiations with anyone except Real Party for three years, but it also forbids the City, the Successor Agency, and the Parking Agency from voluntarily transferring their interest in any portion of the proposed arena site to anyone except the City or

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[4] Reciprocating the Mayor's statement of devotion to the Project, Clippers owner Steve Ballmer has been "open about his desire for a new arena" (Req. For Jud. Ntc., Exh. D), including stating "We're moving to Inglewood come hell or high water" (Req. For Jud. Ntc., Exh. K).

the Parking Authority during the three-year term of the ENA. (AR 18, [§ 11].) None of those entities may even discuss or negotiate as to any alternative disposition or use of its public property within the Site during that time. (AR 8 [§ 2(a)].) In essence, ownership and use of City, Successor Agency, and Parking Authority land within the proposed arena site is frozen for three years, possibly more.[5] The boundaries of the Proposed Project Site are shown in the map attached to the Revised ENA (AR 4). The original Project Site includes numerous businesses and hundreds of units of housing (AR 57), and directly borders many residences that are outside the Site but would be affected by noise and traffic from the operation of the Proposed Project.

The June ENA contemplated an agreement between the City and Developer, *prior* to entering a DDA, that would have allowed the City to "use[] its best efforts to acquire" parcels within the proposed arena site that the City and the Developer identified "as necessary for the development of the proposed project," and would have obligated the Developer to advance the money for such purchases to the City; thus, the June ENA even contemplated the City's use of eminent domain to acquire these "necessary" parcels while the parties were still negotiating. (AR 43, June ENA § 3(g).) After Petitioner filed the present action on July 20, 2017, that provision was softened.[6] Several other changes were made between the June and August ENAs, including several additions that asserted the City's discretion to take certain actions, and that enlarged the discussion of CEQA. (Compare, e.g., AR 39– June ENA Recital E [City "has selected the Developer *for conveyance and development* of the Agency parcels"], with AR 6 August ENA Recital E [City "has selected and *agreed to negotiate with the Developer for the potential conveyance and development* of the Agency parcels", emphasis added.) While the August ENA adds verbiage specifically stating that "the Public Entities retain absolute discretion" to require mitigation measures, consider alternatives, or disapprove the proposed project (AR 16 [§ 7]), Recital 1 of the Revised ENA precludes an alternative site for the Project, since it limits the parcels that may be used for the Project to parcels shown on the Site Map. (AR

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[5] The Revised ENA does allow the City to negotiate with current private property owners and tenants about the rehabilitation or development of their property within the proposed arena site. (AR 8, Revised ENA, § 2(a).) However, any such negotiation, let alone actual rehabilitation or development, would obviously be conducted in the looming shadow of the proposed arena and the possibility that any such rehabilitated or developed property might be taken by eminent domain if the ENA negotiations were successful.

[6] Pursuant to *Save Tara v. City of West Hollywood* (2008) 45 Cal.th 116, 141 (*Save Tara*), courts may look to a previous version of the agreement to judge the intent of the City and the depth of its commitment to the proposed Project, since the previous version may demonstrate the City's "willingness to give up" full control of the CEQA process, in furtherance of the Project.

5 [Recital A].) In addition, the ENA forbids the City from negotiating or discussing use of the Site with anyone except the Developer, precluding consideration of alternative projects at the Site sponsored by other parties or entities. (AR 8 [§ 2(a)].)

The ENA provides that a party may terminate the ENA if another party fails to perform or fails to negotiate in good faith (AR 17 [§8(a)]), but may not terminate if the failing party cures the failure after being given notice. (*Id.*) Contradictorily, while it must give prompt notice of its intent to do so, the Developer "may at any time and for any reason during the ENA period elect not to proceed with the Proposed Project." (AR 17 [§8(b)].) Thus, the City has bound itself to the ENA except if the Developer fails to proceed or to negotiate in good faith, but the Developer may walk away at any time, for any reason.

The Developer is obligated to provide the City both with financial information, including a financial pro forma (AR 9 [§3(a)]) and information on equity investors in the project (*id.*), and must provide the City with a "Non-Refundable Deposit" of $1.5 million. (AR 12 [§ 5].) The Developer must also provide funding for the environmental review, although the budget is subject to the Developer's reasonable consent (AR 9 [§ 3(a)]), and must pay for land transferred to it by the City, including any land the City acquires by eminent domain. (AR 10-011 and AR 13 [§§ 3(g), 6(c), respectively].) Six months after the ENA's effective date the Developer must provide the City with a description of the parcels the Developer wants to acquire, a conceptual site plan, and architectural renderings for the proposed project. (AR 10 [§ 3(d)].)

Entrance by the City into the ENA was not made the subject of any CEQA analysis, not even an Initial Study (Cal.Admin.Code, tit. 14 ("Guidelines") § 15063), before the City approved it. Not until February 20, 2018, did the City issue a Notice of Preparation of an EIR for the proposed Inglewood Basketball and Entertainment Center. (AR 168 et seq.)

III. STANDARD OF REVIEW.

Agency decisions pursuant to CEQA are reviewed for abuse of discretion. (Pub. Resources Code §§ 21168, 21168.5.) In determining whether an agency has abused its discretion, courts apply two different standards. Questions of law, involving no factual determinations, are reviewed *de novo*, with the court exercising independent judgement as to the legal validity of the action. (*Save Tara v. City of West Hollywood* (2008) 45 Cal.4th 116, 131 ("*Save Tara*").) Determinations of fact by the public agency are reviewed under the substantial evidence test, with the court looking chiefly to whether substantial evidence, in light of the entire record, supports the agency's factual determinations. (*Vineyard Citizens for Responsible*

Growth, Inc. v. City of Rancho Cordova (2007) 40 Cal 4th 412, 435. ["*Vineyard.*"])

Here, Petitioner has challenged the decision by the City, the Successor Agency to the Inglewood Redevelopment Agency, and the Inglewood Parking Authority to enter into an ENA with Real Party in Interest Murphy's Bowl LLC regarding the construction of a major project with potential environmental impacts, namely a basketball sports arena and related facilities in the City of Inglewood, without first complying with CEQA. Such a claim is reviewed de novo. (*Save Tara, supra,* 45 Cal.4th 116, 131 ["A claim . . . that the lead agency approved a project with potentially significant environmental effects *before* preparing and considering an EIR 'is predominantly one of improper procedure' . . . to be decided by the courts independently." Emphasis in original].) In addition, the public agencies here made no formal findings or determinations of fact in connection with approval of the ENA. Therefore, this case presents only legal issues of the agencies' compliance with CEQA and, as such, the applicable standard of review is the non-deferential issue of law standard. (*Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 564.)

IV. ARGUMENT: THE CITY VIOLATED CEQA BY APPROVING A PROJECT THAT MAY HARM THE ENVIRONMENT WITHOUT PERFORMING ANY CEQA ANALYSIS WHATSOEVER.

A. CEQA Requires Public Agencies to Consider the Environmental Consequences of Actions That Could Harm the Environment *Before* Approving a Project.

The Legislature has declared that CEQA and its procedures form "an integral part of any public agency's decision making process. (Pub. Resources Code § 21006). The CEQA analysis, and any EIR "should be prepared as early in the planning process as possible to enable environmental considerations to influence project, program, or design." (*Bozung v. LAFCo.* (1975) 13 Cal.3d 263, 282 ("*Bozung*").) Where an approval is "an essential step leading to ultimate environmental impact [] it is therefore … a 'project' within the scope of CEQA. (*Fullerton Joint Union High School Dist. v. State Bd. of Education* (1982) 32 Cal.3d 779, 797, distinguished on other grounds by *Board of Supervisors v. Local Agency Formation Com.* (1992) 3 Cal.4th 903, 909.) The Supreme Court has also held "that the later the environmental review process begins, the more bureaucratic and financial momentum there is behind a proposed project." (*Laurel Heights, supra,* 47 Cal.3d 376, 395.) For those reasons, the CEQA Guidelines at section 15004 subdivision (b)(2)(B), provide that public agencies should not "take any action which gives impetus to a planned or foreseeable project in a manner that forecloses alternatives

or mitigation measures that would ordinarily be part of CEQA review of that public project." CEQA and long-standing precedent make clear that CEQA review must *precede*, and not follow, public agency action to move forward with a planned project. The Guidelines define a project as "the whole of an action, which has a potential for resulting in either a direct physical change to the environment, or a reasonably foreseeable indirect physical change in the environment (Guidelines § 15378 subd. (a)), and require "all phases of project planning, implementation, and operation" to be considered in the Initial Study for a project (Guidelines, § 15063 subd. (a)(1)). CEQA review and the application of CEQA procedures must be followed at all stages of project consideration, to carry out the legislative intent "to compel government at all levels to make decisions with environmental consequences in mind." (*Bozung, supra,* 13 Cal.3d 263, 283.)

The Guidelines are clear that a "project" may require multiple government approvals, but that it is the overall activity, and not each individual approval, that is the "project" for CEQA purposes. (Guidelines § 15378 subd. (c).) CEQA's requirements become applicable with the taking of the first significant step towards overall approval of the project, rather than solely at final project approval; the first step in the approval process, not the last step, is when the CEQA process first applies: "'EIR's should be prepared as early in the planning process as possible to enable environmental considerations to influence project, program or design.' [citation]." (*Bozung, supra,* 13 Cal.3d 263, 282.) Any other approach could result in the freezing in place of project characteristics without examining or mitigating their potential to harm the environment, and the locking out of consideration of project alternatives that are identified by later environmental review. "Decisions reflecting environmental considerations could most easily be made when other basic decisions were being made, that is, during the early stage of project conceptualization, design and planning." (*Citizens for Responsible Government v. City of Albany* (1997) 56 Cal.App.4th 1199, at 1221 (quotations omitted) ("*City of Albany*").)

In *City of Albany*, Albany prepared a 95- page development agreement with a developer to establish and operate card games at a race track, and submitted the development agreement to the City electorate for approval; the Development Agreement provided for a CEQA review *after* voter approval. The Court of Appeal struck down the approval, holding that "the appropriate time to introduce environmental considerations into the approval process was during the negotiation of the development agreement. . . . Any later environmental review might call for a burdensome reconsideration of decisions already made and would risk becoming the sort of 'post hoc rationalization[] to support action already taken' which the Supreme Court disapproved in

Laurel Heights, supra, 47 Cal.3d 376, 394." (*Id.* at 1221.) The ENA has fixed in place such pre-CEQA decisions here.

As *Save Tara* holds:

> We apply the general principle that before conducting CEQA review, agencies must not "take any action" that significantly furthers a project "in a manner that forecloses alternatives or mitigation measures that would ordinarily be part of CEQA review of that public project."

(*Save Tara*, *supra*, 45 Cal.4th at 138.)

Here, the City Council and Mayor have significantly furthered the proposed Project, foreclosed consideration of alternatives (AR 8, [§ 2(a)]), advocated for the project in the press and in the Legislature (AR 164, 182, 569-572; Req. For Jud. Not., Exh. A, pp. 2-3, Exhs. C, E, G, H), and forcefully declared alternatives will not be considered (Req. For Jud. Not., Exh. B, p. 22), all without CEQA review. Failure to comply with CEQA's procedural requirements so that complete information as to a project's impacts is publicly disclosed constitutes a prejudicial abuse of discretion that requires invalidation of the agency's action, regardless of whether full compliance would have produced a different result. (Pub. Resources Code § 21005.)

B. The City Has Committed Itself to Reaching a Development Agreement for a Project That May Harm the Environment.

In *Save Tara, supra,* 45 Cal.4th 116, the Supreme Court recognized that it does not require the issuance of a formal permit or entitlement by a public agency to trigger CEQA. In some cases, the public agency's conduct towards a proposed project can show a commitment as a practical matter to the project that is so clear and pronounced that the conduct, taken together with surrounding circumstances such as public officials' statements, may be sufficient to require prior CEQA review. As *Save Tara* holds:

> A public entity that, in theory, retains legal discretion to reject a proposed project may, by executing a detailed and definite agreement with the private developer and by lending its political and financial assistance to the project, have as a practical matter committed itself to the project. When an agency has not only expressed its inclination to favor a project, but has increased the political stakes by publicly defending it over objections, putting its official weight behind it, devoting substantial public resources to it, and announcing a detailed agreement to go forward with the project, the agency will not be easily deterred from taking whatever steps remain toward the project's final approval.

(*Save Tara, supra,* 45 Cal.4th at 133.) Courts evaluating a claim of improper precommitment view the "core issue" as "whether the agency has taken any steps foreclosing alternatives, including that of not going forward, or has otherwise created bureaucratic or financial momentum sufficient to incentivize ignoring environmental concerns." (*John R. Lawson Rock & Oil, Inc. v. State Air Resources Bd.* (2018) 20 Cal.App.5th 77, 100.)

Here, the range, number, and specificity of City commitments in the ENA as to the design of the DDA and the project itself, the vociferous advocacy of the project by Inglewood officials in public meetings, in the press, and in the state Legislature, and the commitment by the City of what the Revised ENA describes as "substantial time and effort" of City staff, the hiring of consultants and attorneys by the Public Entities, and providing "aid and assistance to the Developer in connection with the Proposed Project" (AR 7 [Recital I]) shows that the City has "as a practical matter committed itself to the project." (*Save Tara, supra* 45 Cal.4th at 133.) Add to this the repeatedly stated goal of the ENA is a DDA that will require the City to sell significant amounts of public land to the Developer for the Project, and potentially use eminent domain to obtain other property for the Project (AR 8-11 [§§ 2(a), 2(b), 3(g)], AR 13-14 [§6(c), 6(l)], and AR 5-6 [Recitals A, C, D, E, and F]), and it is clear that the City took a significant step towards approval of the overall Project in approving the ENA.

Equally clear is that the proposed basketball arena could have significant adverse impacts on the environment. The Revised ENA describes the Proposed Project as "a premier and state of the art National Basketball Association ("NBA") professional basketball arena consisting of approximately 18,000-20,000 seats as well as related landscaping, parking and various other ancillary uses" that will "bolster the economic revitalization of Inglewood" and "expan[d] the City's presence as a major sports and economic center." (AR 6-7 [Recital E].) The original proposed project site would have comprised about 80 acres (AR 4; First Amended Petition, ¶ 49), including a substantial amount of publicly owned land that would be conveyed out of public ownership to the Developer for the Project. The City plainly viewed the Proposed Project as a major facility that would attract the kind of attendance at the Project, and its attendant stimulation of business in Inglewood, that would in turn increase air pollution, congestion, and noise.[7] The City has demonstrated its belief that the Project may have significant environmental impacts by issuing a Notice of Preparation of an EIR on the Project (AR 168), albeit too late.

Further, Inglewood is also home to the football stadium for the Rams that the NFL and the Rams committed in 2016 to build (AR 569), and would join the existing Forum in Inglewood

[7] Inglewood is the already the home of the Forum (AR 415), an analogous sports facility that serves as a major sports and event venue, and therefore its residents are familiar with the adverse effects on the environment, including increased traffic caused by professional sporting events, the increased air pollutant emissions resulting from that traffic, increased noise levels at and around the sports facility, and all the impacts of constructing the facility.

(*id.*) as its third major sports facility. In comparison, Mayor Butts estimated event traffic drawn to the Forum at 17,658 vehicles for a given event. (AR 165.) Cumulative impacts from three such major sporting arenas, described by Mayor Butts as "three times the size of Century City, three and a half times the size of Disneyland, and twice as big as the Vatican City" (AR 570) would likely be significant. Cumulative impacts from the addition of the Proposed Project added to the impacts on, e.g., traffic congestion and resulting increases in automotive air pollutant emissions, are reasonably foreseeable, and need to be examined for potential significance.

C. The ENA's Terms Improperly Pre-Determine Most of the Parameters of the Proposed Project, Far in Advance of CEQA Compliance.

The ENA purports to be only an agreement to negotiate a development agreement (DDA). (AR 5 [Recital A].) However, it is far more than that. The ENA itself cabins and pre-determines any DDA that the negotiations may produce by providing multiple and detailed parameters for such a DDA. The Revised ENA provides that "the subject matter of this Agreement involves certain *negotiation parameters* established by the Parties with respect to a proposed development of an NBA professional basketball facility[.]" (AR 5 [Recital A], emphasis added) It also states that "*No* entitlements required or requested by the Developer for the development of the Proposed Project will be considered for approval or approved by the Public Entities *until the requirements of this Agreement have been satisfied*" (AR 7 [Recital F], emphasis added), i.e., until a DDA that complies with the parameters in the ENA is reached.

The terms and parameters set by the ENA for the DDA are comprehensive, and "*shall include*, but not be limited to" (AR 13 [§ 6], emphasis added) terms ranging from the Project's scope, including everything from the total square feet and number of parking spaces and building height (AR 13 [§ 6(a)]), to a detailed Schedule of Performance for building the Project (AR 13 [§ 6(d)]), to provision of job opportunities to local residents (AR 15 [§ 6(q)]), to specifying point of purchase for tax purposes of "materials, fixtures, furniture, machinery, equipment and supplies" as being within Inglewood (AR 16 [§ 6(r)]), and many others. While the Revised ENA states that "[e]xecution of a DDA shall be subject to compliance with the California Environmental Quality Act" (AR 16 [§ 7]), and that "nothing in this Agreement shall obligate the Public Entities to approve a DDA nor any proposed development within the Study Site" (AR 19 [§ 13]), it is clear that if any DDA is approved, its scope and terms will have largely been pre-determined by the ENA negotiations.

D. ENA Negotiations Will Be Outside the Public Process That CEQA Requires.

Despite the wealth of information available to the City about the proposed Project before

the ENA was executed, including its size, use, and precise location, the first notice of preparation of a CEQA document for the proposed arena was not issued by the City until it issued a Notice of Preparation of an EIR on February 20, 2017 (AR 168-179), a full six months after the Revised ENA was approved. (AR 123-125.) Given that the EIR for such a major project as this one would likely take at least one to two years to complete[8], the EIR cannot be expected to be completed until the ENA negotiation period is one-half to two-thirds over, a time at which the information in the EIR is unlikely to shape the parameters of the project being negotiated.

The ENA does not incorporate CEQA review as part of the parties' negotiating process. While the Revised ENA requires that the City and the Developer enter into an agreement within 30 days of signing the ENA that specifies funding for "environmental review" (AR 9 [§ 3(a)]), the ENA only requires that CEQA be complied with prior to "execution" of the DDA and that it applies only to "the consideration and potential approval of any DDA by the Public Entities relating to the Proposed Project." (AR 16 [§7].) In other words, the ENA contemplates compliance with CEQA *after* the terms of the DDA are agreed upon through the ENA process, and not prior to, or even contemporaneous with, development and negotiation of the DDA. Although the City issued a Notice of Preparation for an EIR on the arena, no provision in the ENA requires the coordination or synchronization of the CEQA process and the ENA negotiating process. Decisions on the environmentally critical aspects of Project design and operation—crucial parts of a development agreement – may well be reached by the parties in their negotiations on the DDA *without* the benefit of the information on environmental impacts that an EIR is intended to provide. (Pub. Resources Code § 21002.1 subd. (a).) Conversely, decisions made during the ENA process – decisions that will define the actual design and features of the DDA and Project – may not be reflected in the EIR for the public.

The CEQA process is intended, in part, to "demonstrate to an apprehensive citizenry that the agency has, in fact, analyzed and considered the ecological implications of its action." (*No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal.3d 68, 86.) The ENA process is not. The only provision in the ENA that mentions the giving of any information to the public during the three-year negotiations period is the requirement that the Developer make two "presentations of the

[8] Mayor Butts estimated "two, two and a half years for the EIR" in a radio interview concerning the Proposed Project. (AR 571.) If the Mayor proves correct, the ENA negotiation period could be concluded before the EIR is finished and momentum will have built up over three long years of detailed negotiations.

proposed Project at community meetings" noticed by the City. (AR 13-14 [§§ 6(d) and (e)].) These two "presentations," one six months after the signing of the ENA, and the other six months later (*id.*), with "the express purpose of allowing community residents to review the plans and drawings" for the Project (AR 13 [§ 6(d)]), cannot substitute for the open, public process CEQA mandates. "Public participation is an essential part of the CEQA process." (Guidelines § 15201; *Concerned Citizens of Costa Mesa, Inc. v. 32nd Dist. Agricultural Assn.* (1986) 42 Cal.3d 929, 935.) In particular, they do not provide a mechanism for receipt of public comment, nor do they require the "good faith, reasoned" responses from the City to public and public agency comments that CEQA requires in a final EIR. (Guidelines §15088 subd. (c).) The ENA deprives the public of important procedural safeguards that contribute to the EIR's function as a "document of accountability" that "protects not only the environment but also informed self-government." (*Laurel Heights*, *supra*, 47 Cal.3d at 392.)

The Legislature declared that CEQA "is an integral part of any agency's decision making process" (Pub. Resources Code § 21006), and that the CEQA process should be integrated with local agency planning processions. (Pub. Resources Code § 21003 subd. (a).) The City's entrance into the ENA flouts these requirements. Both substantively and procedurally, going through the CEQA process separately from the DDA negotiation process risks making the CEQA process little more than a procedural charade that lacks meaning, and would almost certainly result in the kind of "post hoc rationalization" of critical decisions already made on the project that the Supreme Court has repeatedly and expressly forbidden. (*Laurel Heights*, *supra*, 47 Cal.3d at 395.) While the City belatedly added language in Section 7 of the Revised ENA about the "absolute discretion" of the City to require mitigation, select feasible alternatives, and even to reject the Proposed Project, that late addition, made *after* Petitioner filed its initial Petition, changes nothing. It corresponds to the similar action of the City of West Hollywood in *Save Tara, supra,* 45 Cal.4th at 141. There, also *after* being sued, the City of West Hollywood executed a new agreement that beefed up the provisions regarding CEQA compliance, but the Supreme Court remarked that "the City's 'apprehensive citizenry' . . . could be forgiven if they were skeptical" as to the City's late-added requirements regarding CEQA. (*Save Tara*, *supra*, 45 Cal.4th at 141, quoting *No Oil, Inc. v. City of Los Angeles*, *supra*, 13 Cal.3d at 86.) Similarly, the post-suit addition to the ENA of a recognition of the City's powers under CEQA (AR 16 [§ 7]) did not create an open, effective CEQA process, particularly since the ENA did not require CEQA compliance to precede the negotiation of the DDA.

Our Supreme Court has repeatedly cautioned against delaying the CEQA process, noting that "the later the environmental review process begins, the more bureaucratic and financial momentum there is behind a proposed project. . . . For that reason, 'EIRs should be prepared as early in the planning process as possible to enable environmental considerations to influence project, program, or design.'" (*Laurel Heights*, *supra*, 47 Cal.4th, 395, quoting Guidelines § 15004 subd. (b).) Here, the approximately six months of negotiations with the Developer before the ENA was presented to the public, and the multiple City Council, Successor Agency, Parking Authority, and Inglewood Oversight Board meetings in June, July, August, and September 2017 at which the ENA was repeatedly approved created significant momentum for the Project. Add to that the momentum that will have built up over three long years of detailed negotiations and additional City official advocacy for the Project, and it is clear that any DDA reached under the ENA would come to the City for formal consideration with a powerful head of steam. It is more than reasonably foreseeable that when any such DDA comes before the City, virtually every aspect of project location, design, and operation that would affect the environment will already have been argued and established, and that the City will already hold firmly entrenched positions on these various aspects, views improperly reached entirely outside the CEQA review process.

E. The Terms of the ENA, Considered Together With the Totality of the Circumstances Surrounding the City's Adoption of the ENA, Show That Entering the ENA Required Formal CEQA Review.

In *Save Tara*, the Supreme Court recognized that actions that trigger CEQA are not confined to the formal approval of a permit or entitlement, but can also occur "[w]hen an agency reaches a binding, detailed agreement with a private developer and publicly commits resources and government prestige to that project[.]" (*Save Tara*, *supra*, 45 Cal.4th at 136.) When the City entered the ENA, it took the kind of significant step and made the kind of public commitment to the Project that is sufficient to require prior CEQA compliance.

Save Tara holds that statements by City officials, and their public advocacy for a proposed project can be weighed "as one circumstance shedding light on the degree of City's commitment." (*Save Tara*, *supra*, 45 Cal.4th at 142.) Here, Mayor Butts likened the ENA process to entering into a process that would lead to marriage between the City and the Developer. (AR 164.) The City's behavior paralleled the Mayor's words: the City entered a long-term, exclusive relationship with the Developer, and foreclosed itself from even talking with anyone else about the Site property for three years. (AR 8 [§2a].) Further, in *Save Tara*, West Hollywood's housing manager said that while there were options to consider regarding

project design, "options for other uses of the property (as a park, library, or cultural center) had already been ruled out." (*Save Tara*, *supra*, 45 Cal.4th at 141-142, footnote omitted.) Here, Inglewood's Mayor Butts stated clearly and forcefully that any alternate use of the Site except for the Clippers' arena was a "sham," and that the City would not "entertain another use on the property for one minute." (Req. Jud. Not. Exh. B, p. 22.) Consideration of alternatives is central to a CEQA analysis. (Pub. Resources Code §§ 21001 subd. (g), 21002; *Citizens of Goleta Valley v. Board of Supervisors*, *supra*, 52 Cal.3d 553, 564 ["The core of an EIR is the mitigation and alternatives sections."]) The Mayor's vehemently expressed antipathy to any consideration of alternatives during a City Council hearing demonstrates a deep commitment by the City to the Project. The Mayor also lobbied for, and forcefully testified to the Legislature in favor of, a bill to grant significant exemptions from CEQA's requirements to the City for the Project. (Req. Jud. Not., Exh. A, pp. 2-3, 14.) Under the Supreme Court's analysis in *Save Tara*, the cumulative effect of such repeated and forceful public advocacy for a project on the part of a public agency contributes to the overall "surrounding circumstances [that] commits the public agency as a practical matter to the project." (*Save Tara*, *supra*, 45 Cal.4th at 132.)

The hurried and ill-publicized process of adopting the ENA, the content of the ENA, the public statements, and the conduct of City officials show decisively that the City took steps to move the Project forward that were essential for the Project, and required a CEQA analysis before, not after, these steps were taken.

V. CONCLUSION

As a practical matter, the City approved a portion of the Arena Project when it approved the ENA for it in June and August 2017. The ENA's terms prove the City has foreclosed feasible alternatives, and conduct by City officials has confirmed the overwhelming political and bureaucratic momentum created for the Project by the ENA. Environmental review pursuant to CEQA should have been conducted prior to the ENA approval. To prevent a heavy thumb on the scale during further Project evaluation, the ENA approval must be set aside.

Dated: August 24, 2018

Respectfully submitted,

By 

Douglas P. Carstens
Attorneys for Petitioner

PROOF OF SERVICE

I am employed by Chatten-Brown & Carstens LLP in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 2200 Pacific Coast Highway, Ste. 318, Hermosa Beach, CA 90254 . August 24, 2018, I served the within documents:

OPENING BRIEF

☐ **VIA UNITED STATES MAIL.** I am readily familiar with this business' practice for collection and processing of correspondence for mailing with the United States Postal Service. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid. I enclosed the above-referenced document(s) in a sealed envelope or package addressed to the person(s) at the address(es) as set forth below, and following ordinary business practices I placed the package for collection and mailing on the date and at the place of business set forth above.

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☐ **VIA FACSIMILE TRANSMISSION.** Based on an agreement of the parties to accept service by fax transmission, I faxed the above-referenced document(s) to the persons at the fax number(s) listed below. No error was reported by the fax machine that I used. A copy of the record of the fax transmission is attached.

☑ **VIA ELECTRONIC SERVICE.** I caused the above-referenced document(s) to be sent to the person(s) at the electronic address(es) listed below.

I declare that I am employed in the office of a member of the bar of this court whose direction the service was made. I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on August 24, 2018, at Hermosa Beach, California 90254.

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INGLEWOOD RESIDENTS AGAINST TAKINGS AND EVICTIONS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

INGLEWOOD RESIDENTS AGAINST TAKINGS AND EVICTIONS, Plaintiff and Petitioner, v. CITY OF INGLEWOOD, a municipal corporation; CITY OF INGLEWOOD CITY COUNCIL; SUCCESSOR AGENCY TO THE INGLEWOOD REDEVELOPMENT AGENCY; GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE INGLEWOOD REDEVELOPMENT AGENCY; THE INGLEWOOD PARKING AUTHORITY; THE INGLEWOOD PARKING AUTHORITY BOARD OF DIRECTORS; OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE INGLEWOOD REDEVELOPMENT AGENCY; and DOES 1-10; Defendants and Respondents, MURPHY'S BOWL LLC, a Delaware Limited Liability Company; ROES 10-20; Real Parties in Interest.	CASE NO.: BS170333 **REPLY IN SUPPORT OF PETITION FOR WRIT OF MANDATE** Department: 86 Judge: Hon. Amy D. Hogue Petition filed: July 20, 2017 Trial: December 7, 2018, 9:30 a.m.

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MEMORANDUM OF POINTS AND AUTHORITIES.

I. INTRODUCTION

The City[1] does a lot of hand waving to avoid the evident conclusion that the exclusive negotiating agreement ("ENA") it entered with Murphy's Bowl LLC committed the City to a definite course of action with respect to the Clippers' basketball arena project ("Project"). The record makes this clear. It is undisputed that:

- The City ***accepted $1.5 million dollars from the Clippers*** to do whatever it pleased with in exchange for merely entering into the ENA;
- The ENA ***precludes the City from considering alternative projects*** for dozens of parcels of City-owned property for three years;
- The Clippers' arena's location, size, and purpose were all ***set and known***;
- The City added substantial new language to the ENA ***after*** this suit was filed in a failed attempt to cure its initial violation of the California Environmental Quality Act ("CEQA")[2]; and
- The City ***actively lobbied*** for legislation that would have effectively exempted the ENA from CEQA, including by eliminating the consideration of Project alternatives.

Mayor Butts admitted that the City had no intention of delaying anything for CEQA. "When this deal came together were we gonna wait for another Tuesday to do it? No we weren't. We're gonna do the deal." (Administrative Record ("AR") 165.)

The reason the City did not want to wait to conduct environmental review before accepting $1.5 million from the Clippers and committing itself to a definite course of action with respect to the 18,000-seat arena is clear from contemporaneous events. The City's plan was never to comply with CEQA as it existed in 2017. Rather, the City intended to and did run to Sacramento to change the law. The City wanted special treatment for the Clippers' arena – special legislation (SB 789) that would have (1) allowed the City to take property for the Project without first complying with CEQA, (2) severely restricted remedies in the event of a CEQA violation, and (3) explicitly allowed the City to ignore alternatives that would have avoided the Project's significant impacts on a low-income community. (AR 534.) The City's 2017 effort to

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[1] Respondents are collectively referred to as "City." Non-City of Inglewood Respondents' actions are indistinguishable from the City of Inglewood's. The chairperson of each of the non-City Respondents is the Mayor of Inglewood.

[2] This fact alone makes Petitioner Inglewood Residents Against Takings and Evictions ("IRATE") a prevailing party as the City changed its position in direct response to IRATE's allegations in this lawsuit.

win such legislative special treatment failed. However, the City's bureaucratic momentum for the Project was so strong that after failing the first time, the City made a second run at special legislation in 2018 (AB 987). This time the City succeeded and now any future CEQA challenge to the Project must be resolved within 270 days. (Pub. Resources Code § 21168.6.8 subd. (f).)

The City does not confront these facts. Rather, the City repeatedly and misleadingly misconstrues a single passage from *Save Tara v. City of West Hollywood* (2008) 45 Cal.4th 116 ("*Save Tara*") to suggest that the Supreme Court has given blanket approval of exclusive negotiating agreements adopted before environmental review. (Joint Memorandum in Opposition to Petition for Writ of Mandate ("Opp."), p. 7 [arguing the Supreme Court recognized agencies often agree to ENAs]; Opp., 17; Opp., p. 30 [stating ENAs are one of the "paradigmatic types of agreements" the Court said could be executed before environmental review].) It did not. The Court mentioned ENAs as part of a list in an amicus brief of arrangements that were not before the Court as it considered the *Save Tara* case. The Court stated "we express no opinion on whether any particular form of agreement other than those involved in this case, constitutes project approval…." (*Save Tara, supra,* 45 Cal.4th at p. 137.)

The City violated CEQA when it approved the ENA three times without conducting environmental review. The ENA must be set aside.

II. SUMMARY OF RELEVANT FACTS.

A. ENAs Are Unusual Arrangements for Public Agencies; MOUs Are Typical.

The City claims that ENAs for development of large and environmentally impactful projects while deferring CEQA review are "typical." (Opp. 10.) There is no evidence in the record or otherwise of the typicality of ENAs in public agency evaluation of major projects. On the contrary, in extensive California caselaw encompassing thousands of cases, there is mention of the words "Exclusive Negotiating Agreement" or ENAs in only nine published cases.[3] Only

[3] *San Bruno Committee for Economic Justice v. City of San Bruno* (2017) 15 Cal.App.5th 524, 527 ["authorized the city manager to enter into an exclusive negotiating rights agreement"], *Rend Resources, LLC v. City of Carson* (2016) 247 Cal.App.4th 1080, 1084 [ENA for sports entertainment complex in Carson]; *City of Santee v. County of San Diego* (2010) 186 Cal.App.4th 55, 63 [quoting Save Tara]; *Save Tara, supra,* 45 Cal.4th 116, 137 [stating "As amicus curiae League of California Cities explains, cities often reach purchase option agreements, memoranda of understanding, exclusive negotiating agreements, or other arrangements with potential developers"]; *Inglewood Redevelopment Agency v. Aklilu* (2007) 153 Cal.App.4th 1095, 1115; *Citizens for Better Streets v. Board of Supervisors* (2004) 117 Cal.App.4th 1, 4 [ENA for low income housing]; *Tuchscher Development Enterprises, Inc. v. San Diego Unified Port Dist.* (2003) 106 Cal.App.4th 1219, 1227 [ENA for bayfront project]; *Pacific States Enterprises, Inc. v. City of Coachella* (1993) 13 Cal.App.4th 1414; *Dusek v. Redevelopment Agency* (1985) 173 Cal.App.3d 1029.

two of these nine cases involve CEQA review. (*Save Tara, supra,* 45 Cal.4th 116 and *City of Santee v. County of San Diego* (2010) 186 Cal.App.4th 55.) They do not actually involve ENAs. In none of the cases mentioning ENAs did a court uphold an ENA against a challenge that it unlawfully foreclosed alternatives to a project under CEQA. ENAs with exclusive negotiating provisions as involved in the present case are unusual. A memorandum of understanding ("MOU"), which normally does not involve an exclusivity provision, is a far more typical form of arrangement through which public entities negotiate about major projects. [4]

B. Petitioner Opposes Eviction of Residents to Make Way for The Project.

The City insinuates that Petitioner does not have standing to bring this action, claiming there is "substantial doubt" about standing as it criticizes Petitioner's choice of a name and alleges the narrowing of the proposed Project's footprint excludes all residential property. (Opp., p. 7, fn. 1.) This line of argument is demonstrably wrong. Contrary to Respondents' implications, there still remain at least two residential parcels that are within the proposed Project area as shown on the proposed Project area map included with the ENA (AR 4), namely parcels with Los Angeles County Assessor parcel numbers 4032-008-002 and 4032-008-006. (Pub. Resource Code § 21168.6.8 subd. (a)(5)(A); Request for Judicial Notice in Support of Reply ("RJN") Exhibits A, B, C, D and E.) In AB 987, now codified as Public Resources Code section 21168.6.8, there are two parcels of residentially-used property that are specifically identified for inclusion within Project boundaries: "(5) 'Project area' means real property in the City of Inglewood consisting of approximately 35 acres, including without limitation areas generally described as follows: … *4032-008-002, 4032-008-006*, …, inclusive." (Pub. Resources Code § 21168.6.8 subd. (a)(5)(A), emphasis added.) There are three residential units on the property at APN 4032-008-002. (RJN, Exh. A.) There is a house on the property at APN 4032-008-006 that is being used for residential purposes. (RJN, Exh. B.) Documents from the County Assessor confirm these properties are residential properties. (RJN, Exhs. C and D.) Residents of one property objected to inclusion of their property in AB 987. (RJN, Exh. E.)

Furthermore, Petitioner's interests go beyond opposing the taking of residential property through eminent domain, and also encompass prevention of environmental impacts such as urban blight and decay, displacement, increased traffic congestion and air pollution, increased noise,

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[4] In contrast with the rarity of ENA cases, the words "memorandum of understanding" ("MOU") appear in hundreds of cases, including CEQA cases. (E.g., *San Bernardino Valley Audubon v. Metropolitan Water Dist.* (1999) 71 Cal.App.4th 382; *Nelson v. City of Kern* (2010) 190 Cal.App.4th 252.)

and development that is in violation of the City's General Plan. (First Amended Petition, ¶ 11.) Standing under CEQA is broad, including any person who made an oral or written objection. (Pub. Resources Code § 21177 subds. (a) and (c).) Petitioner repeatedly presented its objections to the City in what little administrative review process was provided. (E.g., AR 180 and 214.)

III. APPROVAL OF THE ENA IS A PROJECT SUBJECT TO CEQA.

The City asserts the issue in this case is simply "Did the City's execution of the ENA constitute an approval of the Project." (Opp., p. 13.) The issues in this case are not quite that simple. Rather, as stated in Petitioner's Opening Brief ("OB"), recent controlling authority articulates the "core issue" as "whether the agency has *taken any steps* foreclosing alternatives, including that of not going forward, *or has otherwise created bureaucratic or financial momentum* sufficient to incentivize ignoring environmental concerns." (OB, p. 10, quoting *John R. Lawson Rock & Oil, Inc. v. State Air Resources Bd.* (2018) 20 Cal.App.5th 77, 100 ("*Lawson Rock*")[5], emphasis added.) The answer to each of the questions embedded within the statement of the core issue is affirmative. Because the City foreclosed alternatives and created bureaucratic and financial momentum before environmental review, the City violated CEQA.

A. The Earliest Exercise of City's Discretion to Approve the ENA Triggered CEQA Because That Decision Foreclosed Alternatives.

The City argues that agreeing to the ENA was not a project approval that required environmental review. (Opp., p. 30.) A project approval is not the ***final*** step that allows the project to proceed. Rather, it is an agency's earliest commitment to a definite course of action in carrying out a project. The Code of Regulations define a project "approval" in part as occurring "upon the earliest commitment to issue … a discretionary contract … for use of the project." (Admin. Code, tit. 14 ("Guidelines") § 15352, subd. (a).) The Court reiterated the breadth of this definition of project "approval" in *Save Tara*, stating:

> City [of West Hollywood] and Laurel Place apparently would limit the "commit[ment]" that constitutes approval of a private project for CEQA purposes (Cal. Code Regs., tit. 14, § 15352, subd. (a)) to unconditional agreements irrevocably vesting development rights. In their view, "[t]he agency commits to a definite course of action . . . by agreeing to be

[5] Petitioner cited *Lawson Rock* in its Opening Brief (OB, p. 10). The City ignores it. In *Lawson Rock*, the court held that approvals under CEQA such as State Air Resources Board's issuance of a public regulatory advisory stating that fleet operators could take advantage of proposed regulatory modifications are not dependent on final action by the lead agency, but by conduct that prejudices further fair environmental analysis. The court stated "[t]his 'opening the way' can trigger CEQA where it constitutes an approval." (*Id.* at 98.) "Approvals under CEQA, therefore, are not dependent on 'final' action by the lead agency, but by conduct detrimental to further fair environmental analysis." (*Id.* at 99.) Guaranteeing not to consider alternative proposals for the Project site and other actions the City took in the present case are fundamentally "detrimental to further fair environmental analysis."

> legally bound to take that course of action." (*City of Vernon v. Board of Harbor Comrs.*, *supra*, 63 Cal.App.4th at p. 688.) On this theory, any development agreement, no matter how definite and detailed, even if accompanied by substantial financial assistance from the agency and other strong indications of agency commitment to the project, falls short of approval so long as it leaves final CEQA decisions to the agency's future discretion. Such a rule would be inconsistent with the CEQA Guidelines' definition of approval as the agency's "*earliest* commitment" to the project. (Cal. Code Regs., tit. 14, § 15352, subd. (b), italics added.) Just as CEQA itself requires environmental review before a project's approval, not necessarily its final approval (Pub. Resources Code, §§ 21100, 21151), so the guideline defines "approval" as occurring when the agency first exercises its discretion to execute a contract or grant financial assistance, not when the last such discretionary decision is made.

(*Save Tara*, *supra*, 45 Cal.4th at 134, emphasis in original.) The ENA here foreclosed alternatives and was accompanied by other strong indications of the City's commitment to the Project so as to constitute Project approval despite the City's claims that it left future potential CEQA decisions to the City's discretion. Under *Save Tara*, the ENA's conditioning of final approval of the Project on CEQA compliance does not exempt it from CEQA review; such a provision "is relevant but not determinative." (*Save Tara, supra,* 45 Cal.4th at 139.)

The Supreme Court did not limit the need for prior environmental review to where a public agency "commits" to a project. Rather an agency may not "take any action" that "significantly furthers a project" in a way that forecloses alternatives before environmental review:

> [W]e apply the general principle that before conducting CEQA review, agencies must not "take any action" that significantly furthers a project "in a manner that forecloses alternatives or mitigation measures that would ordinarily be part of CEQA review of that public project." (Cal.Code Regs., tit. 14, § 15004, subd. (b)(2)(B); … *Citizens for Responsible Government, supra,* 56 Cal.App.4th at p. 1221, 66 Cal.Rptr.2d 102 [development agreement was project approval because it limited city's power "to consider the full range of alternatives and mitigation measures required by CEQA"].)

(*Save Tara, supra,* 45 Cal.4th at 138.)

The Supreme Court established that when an agency takes an "essential step" toward project approval, that step must be preceded by environmental review. (OB, p. 8, citing *Fullerton Joint Union High School District v. State Board of Education* (1982) 32 Cal.3d 779, 795 and 797-798 ("*Fullerton*"); *Bozung v. Local Agency Formation Com.* (1975) 13 Cal.3d 263, 279 ("*Bozung*") [approval of annexation required an environmental impact report as it was a necessary step in a chain of events which would culminate in physical impact on the environment *even though it was not an irreversible commitment to a particular project*].)

Respondents' distinction of *Fullerton* is ineffectual (Opp., pp. 17-18) and the City fails to address *Bozung* at all. *Fullerton* involved a plan to create a new school (cf. Opp., p. 17) in the same way the present case involves a plan to construct a Clippers basketball arena. Even though the plan in *Fullerton* had not progressed to the point of creating direct environmental impacts, the Court held the public agency should have initiated environmental review before approving an essential step in the process that would culminate in such impacts. The Court in *Bozung, supra,* 13 Cal.3d 263 eloquently rejected the narrow view espoused by the City of requiring a project approval to cause direct physical harm to the environment before necessitating review:

> The notion that the project itself must directly have such an effect was effectively scotched in *Friends of Mammoth* [*v. Board of Supervisors* (1972) 8 Cal.3d 247]. The granting of a conditional use permit - a piece of paper - does not directly affect the environment any more than an annexation approval - another piece of paper. *Friends of Mammoth*, of course, said that the word "'project' appears to emphasize activities *culminating* in physical changes to the environment, ..." (*Id.* at p. 265. Italics added.) In response to that concept, the Guidelines refer to "physical impact on the environment, directly or *ultimately*." (Cal. Admin. Code, tit. 14, § 15037. Italics added.)

(*Bozung, supra,* 13 Cal.3d 263, 279, original emphasis.) Favorably citing *Bozung, supra,* 13 Cal.3d 263 and *Fullerton, supra*, 32 Cal.3d 779 the Court in *Save Tara* stated "we have held an agency approved a project even though further discretionary governmental decisions would be needed before any environmental change could occur." (*Save Tara, supra,* 45 Cal.4th at 134.)

Save Tara expanded upon the concept discussed in *Citizens for Responsible Government* that a public agency may not foreclose alternatives before environmental review. (*Save Tara, supra*, 45 Cal.4th at 138.) Respondents attempt to distinguish *Citizens for Responsible Government, supra,* 56 Cal.App.4th at p. 1221, as involving a better-defined project. (Opp. pp. 14-15; cf. OB, p. 9.) While a development agreement is different from an ENA, the important similarity is that each form of agreement has the potential to improperly foreclose alternatives. Just as in *Citizens for Responsible Government* the public agency impermissibly constrained its discretion to review alternatives, the City here constrained its discretion as it guaranteed it would not entertain offers for alternative uses of the Project site for at least three years (AR 8), agreed not to dispose of parcels needed for the Project (AR 18), reserved discretion only conditionally by reserving it only *if* the Project would have significant adverse impacts and only *if* the benefits of the Project did not outweigh the impacts (AR 16). Furthermore, the City foreclosed an alternative by ending an existing lease for parking on parcels needed for the Project (AR 447).

The Court in *Save Tara, supra*, 45 Cal.4th 116 discussed *Citizens for Responsible*

Government at length and favorably[6], as it further developed the concept of the impermissibility of foreclosing alternatives:

> The development agreement in *Citizens for Responsible Government,* once approved by the voters, vested the developer with the right to build and operate a card room within particular parameters set out in the agreement. The city had thus "contracted away its power to consider the full range of alternatives and mitigation measures required by CEQA" and had precluded consideration of a "no project" option. (*Citizens for Responsible Government, supra,* 56 Cal.App.4th at pp. 1221–1222 ….) "Indeed, the purpose of a development agreement is to provide developers with an assurance that they can complete the project. After entering into the development agreement with [the developer], the City is not free to reconsider the wisdom of the project in light of environmental effects." (*Id.* at p. 1223 ….)

(*Save Tara, supra*, 45 Cal.4th 116, 138.)

B. A Term Contemplating Future Compliance With CEQA Does Not Insulate the ENA From CEQA Compliance.

The City argues that approval of the ENA did not require CEQA compliance because "any future approval of the Project is explicitly conditioned on compliance with CEQA" (Opp., p. 15), and incorrectly states that the Supreme Court in *Save Tara* expressly ruled that "execution of an exclusive negotiating agreement is *not* a project approval that must be preceded by environmental review." (Opp, p.17; also Opp., pp. 7 and 30.) In fact, the Court declined to adopt a bright-line test for when a public agency approves a project, holding:

> *[W]e express no opinion on whether any particular form of agreement, other than those involved in this case, constitutes project approval. . . .*In applying this principle to conditional development agreements, courts should look not only to the terms of the agreement but to the surrounding circumstances to determine whether, as a practical matter, the agency has committed itself to the project as a whole or to any particular features, so as to effectively preclude any alternatives or mitigation measures that CEQA would otherwise require to be considered, including the alternative of not going forward with the project. (See Cal. Code Regs, tit. 14, § 15126.6, subd. (e).)

(*Save Tara*, 45 Cal.4th at 137, emphasis added.)

Far from establishing a bright-line rule that exempts ENAs from CEQA (Opp., pp. 17, 30), the Court made clear that the facts of a case, not any particular form of agreement, determine whether CEQA applies. "It is axiomatic that cases are not authority for propositions

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[6] In contrast with its approval of *Citizens for Responsible Government*, the Court disapproved of three other cases including *City of Vernon v. Board of Harbor Comm'rs* (1998) 63 Cal.App.4th 677 for failing to correctly apply CEQA. The Court stated "To the extent these opinions contradict our determination that postponement of an EIR until after project approval constitutes procedural error that is independently reviewable, we disapprove them." (*Save Tara, supra,* 45 Cal.4th at 131, fn. 10.)

not considered." (*People v. Ault* (2004) 33 Cal.4th 1250, 1268, fn. 10.)

Subsequent cases applying the *Save Tara* analysis have recognized the Court's refusal to adopt the bright-line rule the City posits. (*Cedar Fair, L.P. v. City of Santa Clara* (2011) 194 Cal.App.4th 1150, 1161 ("*Cedar Fair*") [the Supreme Court "rejected any 'bright-line rule defining when approval (of a project) occurs….'"]; *City of Santee, supra,* 186 Cal.App.4th 55, 62; *RiverWatch v. Olivenhain* (2009) 170 Cal.App.4th 1186, 1210 ("*RiverWatch*").) The City's quotation of *Save Tara* stating "*Not all such efforts* require prior CEQA review" (Opp., at p. 16, quoting *Save Tara*, *supra*, 45 Cal.4th at 136, emphasis added) undercuts its arguments as the Court's statement clearly implies some such efforts *do* require prior CEQA review.

C. The City's Modification of the ENA in Response to Litigation Does Not Insulate Approval of the ENA From Violating CEQA.

The City claims the June and August ENAs are the same or similar in their treatment of CEQA review. (Opp., p. 28.) The City further claims the revised August ENA only reduces the Project's size and eliminates some eminent domain provisions. (Opp., p. 29.) However, the revised and original ENAs must be read together, as in *Save Tara* the May 2004 and August 2004 forms of an agreement were both useful to the Court's analysis. (*Save Tara, supra,* 45 Cal.4th at 141-142.)

Contrary to the City's assertions, the June ENA and the revised August ENA differ significantly in their treatment of CEQA compliance. After Petitioner sued the City in July 2017, the City rushed to beef up section 7 of the ENA, relating to CEQA. Where the June ENA only provided that the City "***may conduct an Initial Study***" to support approval of the ENA (AR 295, emphasis added), the August ENA suddenly added additional language stating that the City "in its absolute discretion" could comply with CEQA, and reject or modify the proposed Project, depending on the outcome of a CEQA analysis. (Compare section 7 in AR 295 with AR 16.) Even this term attempting to confirm the City's discretion was conditional. (AR 16 [allowing rejection "If" the Project is found to "cause significant adverse impacts that cannot be mitigated."]) Whereas the City emphasizes the phrase "absolute discretion" (Opp., p. 11 and 21), it overlooks the import of the preceding prepositional phrase starting with the conditional word "If." This conditional term sets considerable contractual limits on the City's discretion. That discretion is not absolute.

Save Tara, supra, 45 Cal.4th at 141 considered a similar situation, in which the City of West Hollywood, after local citizens filed suit against it for failure to perform a CEQA analysis prior to approving a development agreement, quickly changed the agreement to emphasize the

City's discretion, transparently to bolster its defense against a court challenge. The Court observed:

> After Save Tara sued, alleging some of these same flaws in the May 3 draft agreement, City staff revised the agreement to repair them. Under the August 9 executed agreement, the city manager no longer had authority to determine or waive CEQA compliance, and City's "complete discretion" over CEQA matters was expressly acknowledged. But the city council had already approved the May 3 draft agreement, by which it had shown a willingness to give up further authority over CEQA compliance in favor of dependence on the city manager's determination. Given that history, as well as the other circumstances discussed below, City's "apprehensive citizenry" (*No Oil, Inc., supra*, 13 Cal.3d at p. 86) could be forgiven if they were skeptical as to whether the city council would give adverse impacts disclosed in the EIR full consideration before finally approving the project.

(*Save Tara, supra*, 45 Cal.4th at 141.) The City characterizes the City of West Hollywood's actions as "too little, too late." (Opp. p. 30.) In fact, its own ENA revisions are too little and too late under the ENA's terms and in light of the surrounding circumstances.

IV. SURROUNDING CIRCUMSTANCES COMPEL THE CONCLUSION THAT THE CITY HAS COMMITTED TO A DEFINITE COURSE OF ACTION.

Creating overwhelming bureaucratic momentum for a project is a critical factor in evaluating if an agency has impermissibly approved a project prior to environmental review. (*Save Tara, supra,* 45 Cal.4th at 135 ["When an agency has not only expressed its inclination to favor a project, but has increased the political stakes by publicly defending it over objections, putting its official weight behind it, devoting substantial public resources to it, and announcing a detailed agreement to go forward with the project, the agency will not be easily deterred from taking whatever steps remain toward the project's final approval."]) The Court concluded that "the City of West Hollywood's conditional agreement to sell land for private development, *coupled with financial support, public statements, and other actions by its officials committing the city to the development*, was, for CEQA purposes, an approval of the project...." (*Id.* at pp. 121–122, emphasis added.)[7]

The City seeks to focus solely on the words of ENA as it was changed following the

[7] Considering surrounding circumstances to analyze the meaning of contracts comports with other areas of the law generally, where courts faced with an agreement that is ambiguous may consider the "circumstances under which the agreement was made (Code Civ. Proc. § 1860; and Civ. Code §§ 1636 and 1647) including custom and usage, (Code Civ. Proc. §§ 1861 and 1870(12); and Civ. Code §§ 1644, 1646 and 1655), and the practical construction placed on the contract by the acts and conduct of the parties under this contract before any controversy arose as to its meaning." (*Kerr Land & Timber Co. v. Emmerson* (1965) 233 Cal.App.2d 200, 219-220.)

filing of the present case. Litigating positions formulated after litigation is filed must be regarded with skepticism. (*Culligan Water Conditioning v. State Bd. of Equalization* (1976) 17 Cal.3d 86, 93.) The Court in *Save Tara*, 45 Cal.4th at 132, also held that it is not merely the literal words of an agreement that matter. *Save Tara* examined the question of whether "the agreement, *viewed in light of all the surrounding circumstances*, commits the public agency as a practical matter to the project…." (*Ibid.*, emphasis added.) Here, the circumstances surrounding Inglewood's approval of the ENA reveal the earmarks of bureaucratic momentum contributing to such a commitment as a practical matter. The City's professed non-commitment to the Project is belied by its actions evident in the surrounding circumstances.

A. The Circumstances Under Which the ENA Was Made Show the City's Commitment to the Project Adverse to Public Involvement.

The City incorrectly asserts that Petitioner's claims about the City hindering public participation and violating the Brown Act as it approved the ENA are baseless. (Opp., p. 31-33.) Petitioner's claims that the City provided scant notice or information to the public about the ENA are supported by evidence in the record. They are part of the totality of circumstances surrounding the ENA approval that provide evidence of the City's commitment to the Project as a practical matter.

The level of secrecy the City and Murphy's Bowl mutually acted to preserve about the ENA and the Project is evidence of their mutual commitment to the Project. Before a project is fully approved, the public agency and project proponent should stand at arm's length and negotiate in a way that does not convey favoritism or an impression that the project has already been decided upon. (*Citizens for Ceres v. Superior Court* (2013) 217 Cal.App.4th 889, 918 ("*Citizens for Ceres*").) The *Citizens of Ceres* court explained how *Save Tara* "applied a concept that is common in CEQA cases. This is the concept that a primary purpose and effect of CEQA is to require agencies to confront environmental impacts *before* deciding in favor of applicants' projects." (*Citizens for Ceres, supra,* 217 Cal.App.4th 889, 918.) The court viewed a public agency's duty to impartially review an applicant's proposal and "the applicant's primary interest in … having the agency produce a *favorable* EIR that will pass legal muster" as interests that "are fundamentally at odds." (*Ibid.*) Similarly, Real Party in Interest Murphy's Bowl's clear interest in preventing the City from considering alternative proposals for the Project site is "fundamentally at odds" with the City's duty to consider alternatives to both the location and design of the proposed Project.

The City claims public participation will be encouraged (Opp., p. 31) but its surreptitious

actions to develop and approve the ENA belie this promise. Instead of negotiating the ENA at arm's length, the City began by negotiating the ENA in secret for months before making it public. Its negotiations over the ENA lasted for a length of time that neither the City nor Murphy's Bowl has yet disclosed, but reportedly began on January 15, 2017 (AR 963), if not earlier. The City maintained secrecy about the existence, let alone the terms, of the ENA from the public until less than 24 hours before the June 15, 2017 hearing to consider the ENA. (AR 150-51.)[8] The City then sprang the ENA on the public at the eleventh hour through attaching it to the notice of the meeting (*ibid.*), a notice posted so late that the City violated the Brown Act and had to reaffirm the ENA a month later at a July 15, 2017 joint meeting.[9] (AR 27-29.)

At the June meeting, despite the magnitude of the proposed Project, and despite the brevity of the notice of the consideration of the ENA, there was a brief (little more than three minute) oral staff report on the ENA that comprises only twenty lines of the transcript (AR 161). This was followed by an immediate and unanimous vote by the City jointly approving the ENA without any discussion or questions. (AR 161.) Public participation was hindered as little notice or information was provided to inform that participation.

B. The City's Conduct After the June ENA Approval Demonstrates Its Commitment to the Project as a Practical Matter.

The City's planning for the EIR it belatedly decided to prepare also demonstrates its commitment to the Project. Respondents claim the City may negotiate with other parties after the ENA expires or is terminated. (Opp., p. 22.) However, during the three-year period in which the City would be conducting CEQA review including preparing and reviewing the EIR, it would not be able to consider alternative proposals. The ENA has a term of 36 months. (AR 8, ENA, §1.) The revised ENA was approved at the August 15, 2017 joint City Council and other Respondents' meeting, starting the 36-month period. (AR 115.) Therefore, the expiration date

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[8] The record shows that the Clippers/Murphy's Bowl were trying to mask the identity of the project proponent until the latest possible moment, and that City condoned that masking effort. The legal counsel for the Project proponent (Chris Hunter) told the City's outside counsel (Royce Jones) that the entity being formed would have a "generic name so it won't identify the proposed project" and asked whether the ENA had to be part of the agenda, "or can it be down loaded shortly before the hearing" (AR 825). In a reply e-mail, the City's outside counsel advised that "[t]he document has to be posted with the agenda. *That is why we elected to just post 24 hours* versus the normal 72 hours." (*Ibid*, emphasis added.) Not only is this exchange the antithesis of the open, public process prior to a decision that CEQA requires, but it demonstrates the strong mutual commitment to the Project and close coordination between the parties to the ENA to ensure as little public attention to it as possible.

[9] Petitioner does not here assert a legal claim to enforce the Brown Act by making a factual assertion about timing that is relevant to its CEQA claim.

of the ENA would be on September 1, 2020. Thus, while the ENA is in effect, the City bound itself to "not negotiate with or consider any offers or solicitations from, any person or entity, other than the Developer, regarding a proposed [Disposition and Development Agreement] for the sale, lease, disposition, and/or development of" the proposed Project site (AR 8, ENA § 2(a)) or to dispose of the parcels needed for the Project (AR 18). I.e., until after September 2020, no alternative uses for the Project site would be considered or allowed.

After approving the ENA, on February 20, 2018, the City issued a Notice of Preparation (NOP) of an EIR for the proposed Project. (AR 168-179.) The City announced that the draft EIR was projected to be complete by the summer of 2019. (RJN Exh. F [Scoping Meeting Handout], p. 9.]) Therefore, the draft EIR will be ready for public review at least a full year before the ENA will expire. ***Any review of the Project and certification of the EIR would be conducted while the ENA is still in effect.*** This improperly constrains the City's discretion. The timing of the EIR review and the ENA expiration shows that, as a practical matter, the City has prevented itself from even considering any alternative use of the publicly owned property proposed as the Project site until it has decided about the Clippers' arena. The arrangement of these dates is evidence of a practical commitment to the arena Project.

C. The City Is Directly Financially Interested In the Clippers' Arena.

Respondents wrongly argue the City has not invested in the Project. (Opp., p. 24.) This is not true. The City expended political capital and incurred enormous opportunity costs by entering the ENA. Additionally, the City is actively invested monetarily in the Project in many ways through its expenditure of extensive staff time and its acceptance of a large payment from Murphy's Bowl merely for entering the ENA.

1. The Mayor's Fervent Advocacy in His Official Capacity Is Evidence of the City's Strong Commitment to the Project.

The City has invested extensive political capital and staff time in the Project. In *Save Tara*, the Court found it highly significant that City officials advocated publicly for the project and defended the project against criticism. (*Save Tara, supra,* 45 Cal.4th at 141.) Similarly, City officials here publicly supported and defended the Project. Mayor Butts' statements in his official capacity[10] are powerful evidence of commitment as a practical matter to the Project, as in *Save Tara*. Respondents argue against using the Mayor's various statements as evidence of pre-commitment by the City. (Opp., p. 25-28.) The City's commitment to the Project is shown by

[10] The City of Inglewood's Mayor Butts is also Chair of the Parking Authority and the Successor Agency (AR 24-25) and chairman of the Oversight Board (AR 59).

its officials' fervent advocacy of legislative special treatment under CEQA for the Project. (AR 182-83.) In its letter "strongly support[ing]" proposed SB 789, the City refers to "a new basketball arena *to be built* in Inglewood for the LA Clippers…. (AR 182, emphasis added.) The City's letter speaks of the arena as "to be built," not "proposed to be built," showing that as far as the City was concerned, approval of the arena was a foregone conclusion. The City was "gonna do the deal." (AR 165.)

The Mayor emphatically supported legislation - SB 789 - that would have approved special treatment of the arena Project by reducing and limiting public review of it in various ways. Contrary to the Mayor's statement the "bill does not relieve [the City] from any obligations under CEQA" (AR 934; Opp., p. 28) and the City's assertion the legislation "would have only affected challenges to the Project *after* the EIR had been certified" (Opp., p. 28, fn. 18, citing AR 539-540), this legislation would have *eliminated* several of CEQA's key requirements including the requirement to study alternatives to the proposed Project. (AR 534 [subsection (h), exempting the EIR for the Project from considering alternative locations, alternative densities, aesthetic impacts, and parking impacts].)[11]

The City quotes a portion of the *Save Tara* case referring to not equating approval of a project with an agency's "mere interest in, or inclination to support" a project. (Opp., p. 26; also citing *Cedar Fair, supra,* 194 Cal.App.4th at 1173.) However, the Mayor's very public and aggressive advocacy for the arena Project was not an expression of "mere interest" or "inclination to support" the Project. Rather, it was zealous and public advocacy for the Project approval and defense of it against opposition of the type identified as indicative of an impermissible commitment as a practical matter to a project in *Save Tara*.

The Court in *Save Tara* noted the City of West Hollywood's mayor's role in supporting a project there, and defending it in public, was part of the totality of circumstances providing evidence that West Hollywood had impermissibly committed as a practical matter to approval of a project prior to conducting environmental review. (*Save Tara*, *supra*, 45 Cal.3d at 141-142 ["City's Mayor announced 'it [a federal grant] *will* be used'" for project, and City newsletter stated "City and Laurel Place '*will* redevelop the property.'"] Emphasis added.) The Court in *Save Tara* emphasized that "one of the statements on which we rely was a communication from

[11] SB 789 was rejected in legislative committee (AR 938), which may be interpreted as a reaffirmation that alternatives to the Project design and location must be vetted in a properly conducted CEQA review process. (*Sterling v. City of Oakland* (1962) 208 Cal.App.2d 1, 6.)

City's mayor, another appeared in an official City newsletter." (*Save Tara, supra,* 45 Cal.3d at 142, fn. 13.) This newsletter promulgated by West Hollywood in *Save Tara* is analogous to the City's press packet in the present case. (AR 962-978.) The City claims public servants would not be able to do their job of promoting development if they are constrained in what they can do and say. (Opp., p. 26.) However, the City fails to recognize support for and interest in a proposed project differ significantly from conducting active and aggressive advocacy to the exclusion of all other possible alternatives.

2. The City's Acceptance of Murphy's Bowl's $1.5 Million for Merely Entering the ENA Contributed to Considerable Bureaucratic Momentum.

The City received $1.5 million just for entering into the ENA. (AR 12.) The City can use the money for anything it wants. In *Save Tara*, the Supreme Court found that the commitment of a loan of under $500,000 was evidence of West Hollywood's commitment to the project. Here, the City received $1.5 million as an incentive to enter into and, ultimately, approve the Project. The City negotiated the payment by Murphy's Bowl of $1.5 million as a "non-refundable deposit" that the City has the absolute right to retain regardless of the outcome of the ENA negotiating period, and has "the right, but *not* the obligation" to use for any types of costs related to the proposed Project and the ENA. (AR 12, ENA § 5, emphasis added.) For a city of Inglewood's size to accept $1.5 million dollars from the Project proponent with no contractual limits on what it can be spent on must inevitably create intense goodwill, a feeling of obligation, and intense "bureaucratic momentum" in favor of the Project proponent and its proposed Project. (*Laurel Heights, supra*, 47 Cal.3d at 395.) The negotiation and acceptance of this very substantial, non-refundable, and, per Mayor Butts' assessment[12], very unusual sum of money is a further "surrounding circumstance" that shows commitment by the City to the proposed Project. (*Save Tara, supra,* 45 Cal.4th at 139.)

3. The City Has Committed Substantial City Resources to the Clippers' Project and Its Success.

The City disclaims the importance of "time and effort" spent on the Project. (Opp., p. 24.) However, this time and effort were focused on a single potential project, the Clippers Arena Project. The time and effort were not spent on any alternative project such as housing, a parking

[12] Mayor Butts said regarding the possible Brown Act violation of considering the ENA at the June City Council meeting on less than the required 24-hours public notice: "when this deal came together were we gonna wait for another Tuesday to do it? No we weren't. We're gonna do the deal. *I don't know of any other city that gets paid $1.5 million dollars to negotiate.*" (AR 165, emphasis added.)

lot, or other uses suggested or existing for the proposed Project site parcels. On the contrary, the Mayor rejected considering such alternatives. (AR 960.)

While a public agency need not necessarily complete CEQA review before committing significant time and effort to a project (Opp., p. 25), it must not foreclose alternatives prior to CEQA review. However, in ENA section 2, the City committed not to "negotiate with or consider any offers or solicitations from, any person or entity, other than the Developer, regarding … the sale, lease, disposition, and/or development of the City Parcels or Agency Parcels within the Study Area Site." (AR 8). The parcels underlying the Project are extensive and involve multiple parcels of publicly owned property. The City agreed not to "voluntarily transfer their respective interests in any portion of the Study Area Site during the term of this Agreement to any third party." (AR 18).

The City's commitments not to consider proposals or transfer property is a type of expenditure in that the City pays an opportunity cost for not being able to make a better deal or to take a good deal if one is offered for the parcels for a period of three years. An opportunity cost is "'the benefit forgone by employing a resource in a way that' prevents it from being put to another use." (*Meyer v. Sprint Spectrum L.P.* (2009) 45 Cal.4th 634, 640, citing Swygert & Yanes, *A Primer on the Coase Theorem: Making Law in a World of Zero Transaction Costs,* 11 DePaul Bus. L.J. (Fall–Winter 1998) 1, 18, internal quotations omitted.) This opportunity cost expenditure is hidden as the City alleges it incurred no expenses.

The opportunity costs in this instance are far from speculative. There is evidence that by entering the ENA, the City incurred the costs of breaking an existing lease, known as "the Parking Lease," for dozens of parcels of City-owned property which constitute large portions of the Project site, and the ENA would prevent the City from entering the same or similar lease. The City terminated the Parking Lease shortly after commencing negotiations with the Clippers about the Project on January 15, 2017 (AR 963) and shortly before announcing the ENA publicly in June 2017. (AR 447 [April 3, 2017 termination of Parking Lease].)

The private party involved in the Parking Lease, MSG Forum, submitted a claim for damages to the City for breaking this lease. (AR 306-462 [claim for damages].) The lease was, and would have been, significantly lucrative to the City. (AR 419 [Parking Lease provides $200,000 per year].) However, by breaking the Parking Lease and constraining its ability to reenter it, the City has incurred significant opportunity costs including, at a minimum, $600,000 in lost lease payments during the three-year negotiating period of the ENA. This amount exceeds the $475,000 predevelopment portion of a loan found to be significant evidence in *Save*

Tara. (*Save Tara, supra*, 45 Cal.4th at 124.) The Parking Lease termination, in addition to being a significant financial loss to the City, is also analogous to the tenant relocation in *Save Tara*, which the Court perceived as a "significant step in a redevelopment project's progress." (*Save Tara, supra*, 45 Cal.4th at 142.)

Contrary to the City's arguments (Opp., p. 23), Murphy's Bowl's interest in the Project parcels is not some inchoate, unformed interest that has not progressed to a definite commitment from the City. Rather, in Murphy Bowl's own words, it is a "direct and concrete interest in the Parking Lot Property" and grounds for intervention in a lawsuit between MSG Forum and the City related to the Project parcels that MSG had leased before they were designated for the Project. (RJN, Ex. H, p. 6.) When interpreting a contract such as the ENA, the intent of each party to the contract is an important factor in considering the formation and meaning of the contract. (*DeLeon v. Verizon Wireless, LLC* (2012) 207 Cal.App.4th 800, 820.) Murphy's Bowl certainly regards the ENA as a firm commitment from the City giving it a "direct and concrete" interest in the Project parcels. The City's weak efforts to disclaim its commitment to Murphy's Bowl's Project through the ENA are unconvincing.

D. The Publicity Campaign by the City for the Project Demonstrates Its Commitment to the Project as a Practical Matter.

A final surrounding circumstance indicating a commitment to the Project was the public statement by Mayor Butts on a sports radio program that an arena for the Clippers would be, together with The Forum and the new Rams football stadium, part and parcel of "300 acres of development" forming "a sports entertainment district the likes of which Southern California, or California for that matter, has never seen." (AR 570-71.) This interview was part of a press packet released by the City as part of a publicity campaign for the Project. (AR 965; see AR 962-978.) Mayor Butts said of the ENA that it "has to result in a development agreement" (AR 571), reflecting a belief that development is the foregone conclusion of the ENA.

V. THE PROJECT WAS ADEQUATELY DEFINED FOR CEQA ANALYSIS.

The City asserts that when the ENA was approved "the Project Was Still Unformed." (Opp., p. 9.) The City argues that no valid CEQA analysis of the proposed Project could possibly have been done before the June 2017 ENA was signed, or the August 2017 Revised ENA executed, because "necessary information was not available at the time the ENA was executed." (Opp. p. 14-15.) Nonsense. CEQA analysis is regularly completed even for projects that are far less definite than the Clippers arena Project was in June 2017.

The record shows that the Project was sufficiently well defined. Information was

available about the Project's location, size, proposed use, number of employees, proposed intensity of use, ancillary uses, and other information. As the Supreme Court explained about the project in *Citizens for Responsible Government, supra,* 56 Cal.App.4th at 1221, "'[s]ince the development site and the general dimensions of the project were known from the start, there was no problem in providing "meaningful information for environmental assessment."'" (*Save Tara, supra,* 45 Cal.4th 116, 137, quoting *Citizens for Responsible Government, supra,* 56 Cal.App.4th at p. 1221.) Furthermore, even if information was not available, the City should not have foreclosed alternatives by terminating a lease for more than 50[13] parcels owned by the City, refusing to consider alternative proposals, and agreeing not to dispose of the publicly owned property for more than three years.

A. The Project's Location Was Set.

Contrary to the City's argument (Opp., p.14), the Project's "precise location" within the meaning of Guidelines section 15124 has been known since at least June 2017. (AR 305 [June ENA]; AR 4 [August ENA].) In fact, all Project boundaries are identical between the June and August maps except the southern boundary (i.e., West Century Boulevard, Yukon Avenue, and South Prairie Avenue, respectively), which changed only two blocks – from 104th Street to 102nd Street. The publicly owned parcels within the Project are identical between the two agreements and in proposed legislation defining the Project boundaries. (AR 530-531 and 549.) Thus, even if the City were correct that the location was not sufficiently defined by June 2017, it certainly was by August 2017 at the time of the revised ENA.

B. The Project's Size Was Set.

The City claims the "specific capacity was not yet known" (Opp., p. 9). Not so. The Project's size was well-defined as between 18,000 to 20,000 seats (AR 6). What more would be needed? With this number, the size of arena can be calculated, the number of vehicle trips can be assessed, the emissions from these trips can be assessed, and construction impacts can be assessed. As a point of reference, the renovated sports/entertainment facility The Forum is projected to have approximately 17,000 seats (AR385), giving the City an excellent point of reference for the environmental impacts that could be expected from a sports/entertainment facility with 18,000-20,000 seats.

[13] Specifically, there are 55 parcels of property that were subject to the Parking Lease. (AR 428-445 [listing parcels]; RJN, Exh. G [depicting parcels subject to Parking Lease within Project boundaries.])

C. The Project's Use Was Set.

The Project's use is set: a "premier and state of the art National Basketball Association ('NBA') professional basketball arena … and various other ancillary uses…" (AR 284 [June ENA], AR 38 [July ENA], AR 6 [August ENA].) Clippers representative Chris Meany provided further information on the proposed uses at the August 15, 2017 joint City Council meeting, saying "The LA Clippers seek 15 to 20 acres to build a world-class basketball facility. The project would include an NBA arena, training center, and business offices. This would be the year-round home of the Clippers. In addition to 40 to 50 home games each year, this would be the 365 day a year home of the team and its more than 150 employees." (AR 101.)

Contrary to the City's claim that "the number and types of events that [the Project] would host over the course of a year- had not been determined," it is clear that the Clippers anticipate "40 to 50 home games each year" (AR 101), and Mayor Butts stated publicly that he also expected the proposed Project to host entertainment events, as The Forum does now, increasing the amount of use of the arena. (AR 570.) The August ENA specifies that the proposed Project would include "other ancillary uses related to and compatible with the operation and promotion of a state-of-the-art NBA arena…." (AR 6.) The August ENA also discusses tenant selection criteria, meaning other tenants might be there. (AR 15.)

D. The Approximate Number of Employees Was Set.

Clippers representative Meany stated that the Clippers themselves would employ 150 people at the site full-time. (AR 101.) At the August 15, 2017 joint City Council meeting, Mayor Butts estimated that the proposed Project "employ, probably 6,000 more people in construction work, and provide five or six hundred more jobs for the community…," depending on events. (AR 122.)[14] What more could the City possibly have needed to know?

E. The City Was Well-Positioned to Conduct Environmental Review But Just Chose Not To Do So.

The City already had extensive environmental information about the types of impacts that would occur: as Mayor Butts acknowledged publicly, the City had recently done an EIR on the nearby Rams football stadium currently under construction. "[W]e already have studies on file that discuss traffic and other environmental impacts." (AR 571.) This document could give the

[14] Respondents anticipated a development agreement that flushed out details (Opp., p. 10), but the August ENA already specified such details as whether the proposed Project would be subject to prevailing-wage requirements (AR 14), the identification of point-of-sale of contractor and vendor purchases for sales tax purposes (AR 16), and the proposed Project's obligations to attempt to hire local residents (AR15).

City an idea of the scope and seriousness of the potential impacts of another sports venue within the same entertainment district area of the City. Mayor Butts stated that traffic "inbound into the Forum to see the Kings [hockey team] or to see a concert" generates "17,658" people per event. (AR 165.) Since the Forum is of a comparable size (cf. AR 2 [Project] and AR 385 [Forum]) and hosts similar activities (sporting events and concerts) to the Clippers' arena, these numbers would provide the City with an excellent point of reference for CEQA analysis.

The City's claim that the arena's location "within the study area was not yet known" so transportation options and access points could not be analyzed (Opp., p. 9) is false. The parcels involved were well known as their boundaries were narrowed down for the August ENA. (AR 5.) The precise boundaries set forth in the August ENA varied little if at all from the Project boundaries in the February 2018 notice of EIR preparation. (AR 169-170). Alternative locations for components of the Project should have been proposed as part of an EIR's alternatives analysis as the EIR is required to analyze both alternative designs and locations for a project. (Guidelines § 15126.6 subd. (a).)

VI. FORECLOSING ALTERNATIVES PRIOR TO CEQA REVIEW OF THE PROJECT VIOLATES CEQA.

A. The City Gave Up Its Ability to Consider Alternative Proposals For the Project Site or To Dispose of Project Site Parcels For At Least Three Years.

Contrary to the City's arguments (Opp., p. 20-21), the ENA does not preserve the City's unlimited discretion to consider Project alternatives. The ENA states for a period of *at least three years* the City will not consider proposals for alternative uses of the Project site. (AR 8, ENA Section 2(a) [City committed not to "negotiate with or consider any offers or solicitations from, any person or entity, other than the Developer, regarding … the sale, lease, disposition, and/or development of the City Parcels or Agency Parcels within the Study Area Site"]; see OB, pp. 5-6.) The City further agreed not to "voluntarily transfer [its] respective interests in any portion of the Study Area Site during the term of this Agreement to any third party." (AR 18).

In *Save Tara*, *supra*, 45 Cal.4th 116 the Court directed that in considering a case where an agency has approved a project-related action prior to performing CEQA compliance, "courts should look not only to the terms of the agreement, but to the surrounding circumstances to determine whether, as a practical matter, the agency has committed itself to the project as a whole *or to any particular features*, so as to *effectively preclude any alternatives or mitigation measures that CEQA would otherwise require to be considered, including the alternative of not going forward with the project.*" (*Id.* at 139, emphasis added.) Subsequent cases also caution

against foreclosing alternatives. (*RiverWatch, supra,* 170 Cal.App.4th 1186, 1215; *City of Santee v. County of San Diego* (2010) 186 Cal.App.4th 55, 65-66.) The Guidelines prohibit foreclosing the consideration of alternatives. (Guidelines §§ 15126.6 and 15004 subd. (b)(2)(B) [forbidding any action "which gives impetus to a planned … project in a manner that forecloses alternatives … that would ordinarily be part of CEQA review of that public project."]) Nonetheless, through the ENA the City has foreclosed its ability to consider alternative proposals for a three-year period or to dispose of the property underlying the Project site. (AR 8, ENA Section 2(a); AR 18.) As the Supreme Court has said, while an EIR 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.) The ENA allows the City to conduct CEQA review while simultaneously forbidding it to consider alternative proposals and disposing of the parcels that would be used by the Project for a period of three years.

Contrary to the City's arguments (Opp., p. 24), the ENA has foreclosed the City's consideration of alternatives. In addition to the terms of the ENA itself, the City's conduct before and after executing the ENA shows it regarded the ENA as constraining the alternatives that would be considered for the parcels of City property proposed for the Project.

At the City Council hearing in October 2017 Mayor Butts vigorously rejected calls to consider placing affordable housing or other alternatives on the publicly owned parcels underlying the Project site. (AR 960.) The Mayor stated:

> So, to say now that these parcels that nobody cared about until we got into a [ENA] with the Clippers is now the best only [sic] place to build housing is disingenuous… it's ridiculous, and I, for one, am not going to entertain it for one minute.

(AR 960.) The Mayor's statements show his interpretation of the ENA in his official capacity as Mayor presiding over a City Council hearing. The statements evidence his view that alternatives suggested by the public for the sites should not and will not be considered. Respondents deny that the Mayor "has already refused to consider alternative uses." (Opp., p. 27, fn 16.) The Mayor placed his refusal to consider alternatives in the context of the ENA as he says "now that … we get into a [ENA] with the Clippers…." (AR 960[15].) Therefore, part of the basis for refusing to consider alternatives is the existence of the ENA.

Furthermore, earlier at the same City Council hearing, an Inglewood resident raised the

[15] Petitioner cited Administrative record page 960 in the Opening Brief as Carstens Declaration in Support of Motion to Augment Exhibit B, page 22. After the filing of the Opening Brief, the Court granted in part Petitioner's motion to augment the administrative record. Carstens Declaration Exhibits A through H were added to the administrative record and are now numbered AR 921 to AR 978.

possibility of alternatives for the Project parcels in addition to housing that the City denied previously: "[A] bakery … theater group… [and] a YMCA" were denied by the City Council. (AR 956.) The Mayor broadly swept aside all consideration of any alternatives – whether housing or otherwise – when he said he was "not going to entertain it for one minute." (AR 960.) Therefore, for all the public viewing the hearing could perceive, the City will not be considering any alternatives for the Project site.

The City argues that CEQA does not require discussions be held with other developers. (Opp., p. 21-22.) This misconstrues Petitioner's argument. The point is that the City must have practical discretion to consider other alternatives, including other offers. (Pub. Resources Code §§ 21003.1 and 21081 subd. (a).) Under Community Redevelopment Law ("CRL"), the City is obligated to determine the sale or rental price of redevelopment land at its "highest and best use consistent with the redevelopment plan." (Health & Saf. Code, § 33433.) If the City (in the form of the Successor Agency) may not consider other offers for Successor Agency-owned parcels, it cannot fulfill this obligation of CRL.[16] Moreover, "[i]n the absence of proof to the contrary, the highest and best use of property is presumed to be its current use." (*City of Los Angeles v. Decker* (1977) 18 Cal.3d 860, 867.) Therefore, the no project alternative must be a viable option. Whereas the Mayor argued use of Project site parcels for housing is "a total sham" (AR 960), at least two of the parcels within Project boundaries are already used as residences. (RJN, Exhibits A, B, C, D, and E.) Dozens of other parcels had been leased for parking purposes until April 2017 when the City terminated the lease for them. (AR 428-445; RJN, Exh. G.) These and other parcels could be used for their current or recent use.

B. The Public Agency in *Saltonstall* Did Not Foreclose Alternatives, Conduct Extensive Advocacy, Or Fail to Prepare an EIR.

The City repeatedly cites *Saltonstall v. City of Sacramento* (2015) 234 Cal.App.4th 549 ("*Saltonstall*") (Opp. p. 18-21). It is distinguishable and has no bearing here. In *Saltonstall*, the court decided an agreement was a non-binding, non-approval of a project, and that there was no foreclosure of alternatives. That is not the case here.

In *Saltonstall*, challengers to the Kings basketball arena in Sacramento sued ***after an EIR***

[16] The City claims CEQA does not require the City to pursue development of City-owned property. (Opp., p. 21-22.) However, even if CEQA does not require development or disposition of the parcels, CRL requires the City to dispose of the Successor Agency owned parcels as expeditiously as possible. Following dissolution of redevelopment agencies, successor agencies must "expeditiously" wind down the affairs of the redevelopment agencies. (Health & Saf. Code, § 34177, subd. (h); *City of Emeryville v. Cohen* (2015) 233 Cal.App.4th 293, 298 and 303.)

had already been prepared. Their claims included an assertion that the EIR was "fatally corrupted" by Sacramento having already entered into an agreement with the National Basketball Association to build an arena. (*Id.* at 566.) Thus, although the court evaluated under *Save Tara*, the case did not squarely present a question of whether the timing of environmental review was procedurally correct. Rather, the issue centered around whether the City of Sacramento was fatally pre-committed to the project ***during*** its environmental review of an EIR. The court held it was not. However, in the present case, the question is not one of precommitment infecting an EIR after it has been prepared. Rather, it is whether the City impermissibly foreclosed alternatives or committed as a practical matter to the Project through the ENA and in light of surrounding circumstances prior to review.

In *Saltonstall*, there was no evidence of Sacramento having foreclosed any alternatives or mitigation measures. Sacramento retained "complete discretion to ... mitigate adverse environmental impacts." (*Id.* at 570.) Alternatives are a form of mitigation (*Laurel Heights Improvement Association v. Regents of the Univ. of Ca.* (1998) 47 Cal.3d 376, 403), making an agreement not to consider alternative uses on a site a form of constraining the mitigation measures that may be imposed. In contrast with Sacramento, the City in the present case guaranteed it would not entertain offers for alternative uses of the Project site for at least three years (AR 8), agreed not to dispose of parcels needed for the Project (AR 18), and terminated a parking lease for parcels needed for the Project (AR 447). These actions foreclosed consideration of alternative Project site uses. If an alternative was offered to the City during the three-year ENA period, the City has already guaranteed it would not consider that alternative.

C. *City of Santee* is Distinguishable as There Was No Evidence Suggesting A Commitment Beyond The Four Corners of an Agreement.

The City cites the inapplicable case of *City of Santee v. County of San Diego* (2010) 186 Cal.App.4th 55 ("*Santee*") (Opp. p. 19) to argue a public agency does not violate CEQA in entering into preliminary agreements. *Santee* is factually very different. The City of Santee challenged the county's siting agreement identifying potential locations for a state prison reentry facility as a violation of CEQA.

While the court reasoned that on the face of the agreement there was no commitment to a facility or to a detention facility expansion, (*id.* at 66), it also stated "in addition to looking at the face of the siting agreement we must also examine any circumstances surrounding the agreement which suggest a commitment to proceed with a particular project." (*Id* at 67, citing *Save Tara, supra*, 45 Cal.4th at p. 139.) The court held "there are no such circumstances either alleged in

the complaint or otherwise found in the record." (*Id.* at 67.)

In marked contrast in the present case there are extensive circumstances surrounding the agreement which suggest a commitment to proceed with a particular project. In addition to the ENA terms discussed above being very different by foreclosing alternatives, the surrounding circumstances including lobbying efforts in Sacramento by Mayor Butts (AR 922-923), the publicity campaign surrounding the announcement of a deal with the Clippers (AR 962-978), Mayor Butts' adamant rejection of proposed alternatives (AR 960), and the City's termination of a lease for parcels of the subject property (AR 447) are facts without parallel in the *Santee* case. Further, unlike here, the County of San Diego in *Santee* did not foreclose appropriate review of alternatives. Both the terms of the agreements involved and the surrounding circumstances make the present case very different from the *Santee* case.

D. *Cedar Fair, L.P.* is Distinguishable Because the City of Santa Clara Retained Unconditional Discretion to Consider and Choose Alternatives.

The City repeatedly cites *Cedar Fair, L.P. v. City of Santa Clara* (2011) 194 Cal.App.4th 1150 ("*Cedar Fair*"). (Opp., pp. 18, 21, 24, 26.) However, that case is distinguishable in key aspects. In particular, although it involved a term sheet between a city and a project proponent for a sports arena, it did not involve terms that foreclosed the public agency's ability to consider alternatives. Therefore, the court held that the stadium term sheet did not commit the city to the project, and thus prior environmental review was not required. "[T]he term sheet, even considered together with the alleged circumstances, did not preclude any alternative or mitigation measure that would ordinarily be part of CEQA review." (*Cedar Fair, supra,* 194 Cal.App.4th at 1173.) The City of Santa Clara made sure the term sheet unconditionally allowed it to "select other feasible alternatives to avoid significant environmental impacts." (*Cedar Fair, supra,* 194 Cal.App.4th at 1169.) Additionally, the stadium required a public vote. (*Ibid.*)

In contrast with the term sheet in *Cedar Fair*, although the ENA in the present case contemplates CEQA compliance as touted by Respondents (Opp., p. 29), it does not have any provision expressly reserving the right to select other feasible alternatives *unconditionally* as the term sheet in *Cedar Fair* does. Instead, the City only retains discretion conditionally: "*If the Proposed Project is found to cause significant adverse impacts that cannot be mitigated*, the Public Entities retain absolute discretion to require implementation of mitigation measures, modify the Proposed Project or select feasible alternatives to mitigate or avoid significant adverse environmental impacts." (AR 16 [ENA section 7], emphasis added.) In the event the Project has significant adverse impacts that *can* be mitigated, this conditional provision would ***not***

allow the City to choose an alternative or reject the Project. The ENA does not confirm the City's unfettered discretion to reject the Project; instead, the ENA states the City may "reject the Proposed Project as proposed *if the economic and social benefits of the Proposed Project do not outweigh otherwise unavoidable significant adverse impacts of the Proposed Project.*" (AR 16, emphasis added.) To comply with CEQA, the City must have unfettered discretion to reject the Project even if economic and social benefits might outweigh its unavoidable impacts, but the ENA impermissibly constrains the City's discretion to choose alternatives.

Much like the term sheet in *Cedar Fair, supra,* 194 Cal.App.4th at 1169, the MOU in *Delaware Tetra Technologies, Inc. v. County of San Bernardino* (2016) 247 Cal.App.4th 352, also cited by Respondents (Opp., pp. 19-20), reserved public agency discretion. It involved a salt miner's challenge to a county's resolution authorizing an MOU for a groundwater pumping project. (*Id.* at 361.) Unlike in the present case, the County of San Bernardino unambiguously retained full discretion to consider alternatives and mitigation measures: "the County retains full discretion to consider … require additional mitigation measures or alternatives." (*Id.* at 361.) In contrast, the ENA in the present case uses the words "absolute discretion" but that is conditionally reserved "If" there are significant unavoidable impacts and "if" the benefits of the Project do not outweigh those impacts. (AR 16.)

E. *RiverWatch v. Olivenhain Mun. Water Dist.* is Analogous Because the Agency There Committed to a Definite Course of Action and Did Not Retain Discretion to Consider Alternatives.

The City cites, but does not meaningfully discuss *RiverWatch, supra,* 170 Cal.App.4th 1186, 1212-1213. The appellate court in *Riverwatch* concluded that a water district's (OMWD's) "approval and signing of the Agreement constituted approval of part of the Landfill project within the meaning of CEQA and its guidelines, as interpreted by *Save Tara*" (*id.* at p. 1212) because "OMWD's approval and signing of the Agreement *committed* OMWD to a *definite course of action* and did not condition OMWD's performance of the Agreement on its subsequent exercise of its CEQA discretion to take other actions after considering the final EIR certified by DEH. ([Guidelines], § 15352.)" (*Id.* at p. 1214, fn. omitted.) The court explained "Because the Agreement set forth the specific details regarding OMWD's 60–year obligation to deliver recycled water to GCL, and the construction required to allow that delivery, OMWD's approval and signing of the Agreement satisfied the definiteness requirement (i.e., a *definite* course of action)." (*Id.* at p. 1212.) The court also found significant that, "[a]lthough the Agreement contained a provision regarding CEQA responsibility, that provision *did not, in any*

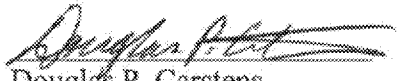
reasonable construction, provide that OMWD retained its complete discretion under CEQA (as a responsible agency) to consider a final EIR certified by DEH and thereafter approve or disapprove its part of the Landfill project pursuant to the Agreement or to require mitigation measures or alternatives to its part of the project." (*Id.*, pp. 1212-1213, emphasis added.) The definite course of action to which the City committed itself through the ENA was to pursue negotiations to build the Clippers Arena and not to consider any other proposals for the Project site for a three-year period while those negotiations occurred. Inglewood impermissibly limited its complete discretion to consider alternatives to the Project in a later CEQA document.

VII. CONCLUSION.

The City approved an essential step that would culminate in construction of the Clippers arena Project when it approved the ENA. No environmental review was done. This violated CEQA and a writ of mandate should issue directing the City to set aside the ENA. The ENA's express terms forbid the City from even talking to anyone about any alternative development on the 68 parcels making up the Project site or disposing of any of them until well after the Project EIR is expected to be completed. The surrounding circumstances abound with evidence of commitment including: (i) secret cooperation between the Project proponent and the City intentionally to deprive the public of meaningful notice or information, (ii) the official statements that presuppose that the Project will be built and the vigorous advocacy for the Project on paper and in person, (iii) the public statements by the City's mayor and chairperson that assume construction of the Project, and (iv) the City's incursion of opportunity costs including termination of an existing lucrative lease for parcels necessary for the Project. The circumstances combine to demonstrate "substantial momentum" (*Lawson Rock, supra,* 20 Cal.App.5th 77, 101) for the Project. The ENA's restrictive terms in conjunction with the surrounding circumstances together prove a commitment as a practical matter by the City to the Project. The ENA and the City's conduct surrounding it are "detrimental to further fair environmental analysis." (*Id.* at 99.) The ENA precludes the meaningful consideration of alternatives in a way that is impermissible prior to CEQA compliance. (*Save Tara*, *supra*, 45 Cal.4th at 139; Guidelines § 15352.) The ENA must be set aside.

Dated: November 14, 2018

Respectfully submitted,

By 

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PROOF OF SERVICE

I am employed by Chatten-Brown & Carstens LLP in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 2200 Pacific Coast Highway, Ste. 318, Hermosa Beach, CA 90254 . November 14, 2018, I served the within documents:

REPLY IN SUPPORT OF PETITION FOR WRIT OF MANDATE

☒ **VIA UNITED STATES MAIL.** I am readily familiar with this business' practice for collection and processing of correspondence for mailing with the United States Postal Service. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid. I enclosed the above-referenced document(s) in a sealed envelope or package addressed to the person(s) at the address(es) as set forth below, and following ordinary business practices I placed the package for collection and mailing on the date and at the place of business set forth above.

☐ **VIA OVERNIGHT DELIVERY.** I enclosed the above-referenced document(s) in an envelope or package designated by an overnight delivery carrier with delivery fees paid or provided for and addressed to the person(s) at the address(es) listed below. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

☐ **VIA MESSENGER SERVICE.** I served the above-referenced document(s) by placing them in an envelope or package addressed to the person(s) at the address(es) listed below and provided them to a professional messenger service for service. (A declaration by the messenger must accompany this Proof of Service or be contained in the Declaration of Messenger below.)

☐ **VIA FACSIMILE TRANSMISSION.** Based on an agreement of the parties to accept service by fax transmission, I faxed the above-referenced document(s) to the persons at the fax number(s) listed below. No error was reported by the fax machine that I used. A copy of the record of the fax transmission is attached.

☒ **VIA ELECTRONIC SERVICE.** I caused the above-referenced document(s) to be sent to the person(s) at the electronic address(es) listed below.

I declare that I am employed in the office of a member of the bar of this court whose direction the service was made. I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on November 14, 2018, at Hermosa Beach, California 90254.

Viviana Duran

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2019 WL 4016406 (Cal.App. 2 Dist.) (Appellate Brief)
Court of Appeal, Second District, California,
Division 7.

INGLEWOOD RESIDENTS AGAINST TAKINGS AND EVICTION, Appellant and Petitioner,
v.
CITY OF INGLEWOOD, Successor Agency to Redevelopment Agency of the City of Inglewood, Inglewood Parking Authority, and Oversight Board to the Successor Agency to the Inglewood Redevelopment Agency, Respondents and Defendants,
MURPHY'S BOWL LLC, Respondent and Real Party in Interest.

No. B296760.
August 20, 2019.

Appeal from Judgment Entered in Favor of Respondents Los Angeles Superior Court Case No. BS170333
Honorable Judges Amy Hogue and Mitchell L. Beckloff

Appellant's Opening Brief

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***08** TABLE OF AUTHORITIES

STATUTES

Government Code

Public Resources Code

*11 Cal. Code of Regulations, Title 14 ("CEQA Guidelines")

Health & Safety Code

***12 I. Introduction.**

In their single-minded determination to develop a professional basketball arena in Inglewood ("the Project"), the City of Inglewood and various Respondent agencies (collectively, herein "the City") have flouted the laws designed to protect California's environment and the public's right to know the significant environmental effects of a proposed, monumental project like the one here at issue.

In contravention of the California Environmental Quality Act ("CEQA"), Respondents committed to approval of a project on three separate occasions[3] before preparing a single CEQA analysis. This was by design, as Respondents deliberately set out to preclude any meaningful consideration of alternatives to the arena Project or to ensure that they made decisions with environmental considerations in mind as required by California law. (*Laurel Heights Improvement Assn. v. Regents of the University of California (1988) 47 Cal.3d 376, 393 ("Laurel Heights")).*

***13** The Project triggered CEQA review as a matter of law for at least the following reasons, thus warranting reversal of the trial court's order:

- The City's entry into an Exclusive Negotiating Agreement ("ENA") with a developer created by the Clippers for the Project and named "Murphy's Bowl LLC" ("Murphy's Bowl") to hide its affiliation with the Clippers bound the City to exclusive

negotiations with Murphy's Bowl, thus precluding any discussion or consideration of any alternative uses within the Project site for *three years.* It is indisputable that the location and scope of the proposed Project are clear on the face of the ENA: 23 acres of City land provided to the Clippers for an 18,000-20,000 seat arena in a precise location, abutting and including residential areas and numerous existing businesses. Indeed, approximately 84 percent of the proposed Project site is made up of parcels owned by the City. (Administrative Record ("AR") 170.)

- The City and Murphy's Bowl established in the ENA detailed procedures for transferring the project site to Murphy's Bowl, and the City expressly contemplated that it intended to acquire other parcels in the site from third party owners in order to transfer them to ***14** Murphy's Bowl. (AR 38-39 and 41 [ENA Recitals B and C, § 2(b)]; and AR 6, 8-9 [Recitals C and D, § 2(b)].)

- Following its secret dealings to consummate the transaction, the City lent considerable - indeed, unprecedented - momentum, media coverage, and political clout to advance the Project.

- Through the active conduct and advocacy of the City and its officials, the City committed to the Project by creating insurmountable bureaucratic momentum. Underscoring these efforts, the City and its lobbyists sought and finally obtained special legislative treatment for the Project in Sacramento even after its costly efforts in 2017 failed.

Suffice it to say, the City has ignored CEQA's substantive and procedural requirements, and has turned any eventual environmental impact report ("EIR") on this Project from "a document of public accountability" (*Laurel Heights, supra,* 47 Cal.3d at 392), into a document of public irrelevance and impermissible "post hoc rationalization" (*id.* at 394).

Having violated CEQA *as a matter of law by* approving the ENA three times in June, July, and August 2017, foreclosing alternatives in the ENA, and creating insurmountable momentum in favor of the Project - all without conducting any ***15** environmental review - the City's ENA cannot stand. Reversal of the trial court's order is warranted.

Separately, even if the ENA's approval was not a commitment to the Project, the ENA's approval itself was a "project" subject to CEQA and required environmental review. As the City undertook no review of the ENA's potential environmental impacts, the City violated CEQA. The City must be directed to set aside the ENA's approval.

II. Issues Presented

The issues in this case are:

1. Whether the City demonstrated a practical commitment to the proposed basketball arena Project to effectively constitute approval of the Project without the required CEQA review.

2. Whether the City has taken any steps improperly foreclosing alternatives to the Project prior to environmental review.

3. Whether the City otherwise created bureaucratic or financial momentum for the Project sufficient to incentivize ignoring environmental concerns.

4. Whether the ENA itself is a project subject to CEQA.

***16** III. Statement of Facts.

A. Respondents' Actions Prior To Environmental Review: Secret Project Negotiations Prior to June 2017.

***17** The City of Inglewood publicly claims to have begun negotiations with the Clippers in January 2017 (AR 564), though recent media reports confirm that the negotiations secretly began at least six months earlier.[2] City officials negotiated with one or more entities associated with Steve Ballmer, owner of the L.A. Clippers professional basketball team which eventually formed Murphy's Bowl LLC (AR 564, 574, 844, 852).[3] City officials and Ballmer shared a desire for the Clippers to build and occupy a National Basketball Association (NBA) basketball arena in Inglewood, but they had to pursue that desire in secret because of the City's contractual obligations to its leaseholder MSG Forum. (AR 312-313.) Consistent therewith, they gave the

Clippers entity, "Murphy's Bowl LLC," "a generic name so it won't identify the proposed project." (AR 825.) In April 2017, the City terminated a lease of Project parcels for parking without advising the leaseholder (MSG Forum) of the pending negotiations with the Clippers. (AR 306-462; 447 [April 3, 2017 termination].)

The nature of the proposed Project, and the existence of the negotiations over the ENA and a Disposition and Development Agreement (DDA) were not revealed to the public, however, until at least six months later in June 2017, **on less than 24-hour's notice.** (AR 35).

B. June 2017: The City Council Rushed Approval of the June ENA with Well-Established Project Details and then Undertook Extensive Promotional Efforts.

1. The City Held a Public Hearing on the ENA with Minimal Public Notice.

On June 14, 2017, the Inglewood City Council rushed to issue notice of a special joint meeting the very next day, together with the Successor Agency to the Inglewood Redevelopment Agency (Successor Agency) and the Parking Authority, in order to consider the Exclusive Negotiating Agreement (ENA) that is the subject of this case. (AR 150-151). This meeting was called with less than 24-hours' notice required by the Brown Act (Govt. Code § 54956 subd. (a)) for a "special" meeting. (AR 149-151; AR 152; ***18** AR 155; AR 252-253.) City officials deliberately decided against giving the normal 72 hours' notice. (AR 825.)

The City chose to call a special meeting, with its shortened notice, because the Brown Act would require that the proposed ENA be attached to the meeting notice. (AR 825 [having to include ENA with the agenda was "why we elected to just post 24 hours versus the normal 72"].) Following a brief staff presentation at the June 15 special meeting, with no questions, the City Council voted unanimously to formally enter the ENA (AR 161). The ENA is a complex, 22-page agreement that binds the City to a three-year period of exclusive negotiations with Murphy's Bowl, "to facilitate the development of a premier and state-of-the-art National Basketball Association ('NBA') professional basketball arena consisting of approximately 18,000 to 20,000 seats" on an extensive site that includes numerous tracts of publicly owned land. (AR 160, AR 169-170.) The ENA prohibits the City from considering alternative proposals or transferring parcels included in the Project site. (AR 8; AR 18.)

2. The Project's Location Was Set.

The Project's precise location was known since at least June 2017[4] (AR 305 [June ENA]; AR 4 [August ENA]), as were its boundaries (i.e., West Century Boulevard, Yukon Avenue, and South Prairie Avenue, respectively), with the minor exception of the southern boundary, which changed only two blocks - from 104th Street to 102nd Street- between the June and August versions of the ENA. (Id) The publicly owned parcels within the Project are identical between the two agreements and in proposed legislation defining the Project boundaries. (AR 530-531 and 549.) Thus, the location and boundaries were defined by June 2017 and confirmed in the August 2017 revised ENA (AR 5). The Project boundaries were confirmed in a February 2018 notice of EIR preparation. (AR 169-170.)

***19 3. The Project's Size Was Set.**

Further, the Project's size, in terms of seating capacity, was well-defined as between 18,000 to 20,000 seats (AR 6 [ENA Recital B]). With this number, the size of the arena, the number of vehicle trips and emissions from these trips, and the construction impacts of the Project could be assessed. A nearby renovated sports/entertainment facility, The Forum, with approximately 17,000 seats (AR 385), gave the City an excellent point of reference for the environmental impacts expected from a sports/entertainment facility with 18,000-20,000 seats.

***20** Additionally, prior studies were available from a nearby football stadium. (AR 571 [Mayor stated that prior environmental studies for the Rams' stadium could be used for estimating "traffic and other environmental impacts."])

4. The Project's Use Was Set.

The Project's use was set: a "premier and state of the art National Basketball Association ('NBA') professional basketball arena... and various other ancillary uses..." (AR 284 [June ENA].) A representative of the Clippers provided further information on the proposed uses at the August 15, 2017 joint City Council meeting:

The LA Clippers seek 15 to 20 acres to build a world-class basketball facility. The project would include an NBA arena, training center, and business offices. This would be the year-round home of the Clippers. In addition to 40 to 50 home games each year, this would be the 365 day a year home of the team and its more than 150 employees.

(AR 101) The Mayor estimated that the proposed Project would "employ, probably 6,000 more people in construction work, and provide five or six hundred more jobs for the community...," depending on events. (AR 122.)

In addition, the City Mayor stated publicly that he also expected the proposed Project to host entertainment events, as The Forum does now, increasing use of the arena well beyond those 40 to 50 home games. (AR 569-570.) The Mayor stated ***21** that traffic "inbound into the Forum to see the Kings [hockey team] or to see a concert" generates "17,658" people per event. (AR 165.) The Forum is of a comparable size (cf. AR 6 [Project] and AR 385 [Forum]) and hosts similar activities (sporting events and concerts) as the Clippers' arena would.

5. The City, Led by its Mayor, Undertook a Media Blitz Advocating for the Project.

Inglewood's Mayor made repeated public media statements asserting in strong terms the City's commitment to the proposed Clippers arena, including referring to the ENA during the June 15, 2017 City Council meeting as "a promise ring that we hope will lead to an engagement that will lead to a marriage, and we have a pretty good track records (sic) in consummating those marriages." (AR 164.) A press packet distributed by the City in June 2017 included similar statements from the Mayor in various newspapers anticipating approval of the Project. (AR 966, 971, 976.)

C. July 2017: Public Objections to Project Approval Force City Re-Approval of ENA.

***22** On July 14, 2017, Appellant objected to the inadequacy of the June 15 meeting's 22-hour notice and uninformative project description (AR 252-253).[5] Appellant filed the original petition herein one week later on July 20, 2017. In a hasty response, and again at a "special" meeting on the minimum 24-hours' notice (AR 141-142), the City held a second joint meeting on July 21, 2017, where all three Respondent agencies recommitted the City to the unchanged ENA. (AR 146-147.)

***23 D. August 2017: City Revision of the ENA to Address Extensive Public Opposition and Issues Raised in Litigation.**

1. The City Held a Third Hearing to Approve the Project ENA.

***24** Following shortly after publication of two articles about the arena Project in the Los Angeles Times including one entitled "Possible Clippers arena has many Inglewood residents worried they may lose their homes or businesses" (AR 79)[6], the City Council held a third meeting on August 15, 2017 (AR 73-140). At the August hearing, the City Council approved a "Revised ENA" which tweaked terms of the prior two versions of the ENA to assert that the City had full discretion as to approval of the proposed Project, added new window-dressing language to respond to Petitioner's arguments that CEQA was violated, and attached a revised map of the project area purporting to exclude private homes and churches from the area of potential eminent domain use. (AR 123-125; AR 6-24; AR 4 [site map].) The City's Mayor, however, emphasized that eminent domain to obtain land for the Proposed Arena was still an option. (AR 78; AR 124 ["We will not foreclose the use of any tool that has been provided to cities across this country"].)[7]

2. After Appellant Filed Suit, the City Made Multiple Changes to the Proposed ENA to Enhance the Appearance of City Discretion and CEQA Compliance.

The Revised ENA approved by the City on August 15, 2107 differed significantly from the ENA approved on June 15, 2017,

with copious added language addressing the City's supposed discretion, and expanded descriptions of its duty to comply with CEQA. The most significant changes include the following with deletions from the original ENA indicated by strikeout type, and additions by *underline* type.

Recital E was revised to state: "In accordance with Subject to the requirements of AB 26, the Successor Agency, along with the City and the Authority, has selected and agreed to negotiate with the Developer [Murphy's Bowl] for the potential conveyance ***25** and development of the Agency Parcels (along with the balance of the Study Area Site, ..." (AR 6-7; cf. AR 39.)

Recital F was augmented with a term for CEQA compliance: "*compliance with CEQA as provided in Section 7,* and all applicable City land use and the City Municipal Code *requirements have been satisfied.*" (AR 7; cf. AR 39.)

Section 2(b) was changed from the City using best efforts to acquire third party land to merely *considering* acquiring such land: "....the City and/or the Authority, as applicable, subject to the Developer [Murphy's Bowl] *rights and* obligations_ as set forth in Section 3(g), shall use its best efforts to acquire *consider acquisition of* the parcels of real property comprising the Potential Participating Parcels so identified by the Parties in accordance with applicable law." (AR 8; cf. AR 41.)

Section 3 subdivision (d) was amended to include a term for environmental compliance: "However, no such site plan or architectural renderings shall be deemed final until *the completion of Environmental Review in accordance with CEQA and* approved by the City ..." (AR 10; cf. AR 43.)

Section 7 was added to state the conditional discretion of the public agencies to *"reject the Proposed Project as proposed if the economic and social benefits of the Proposed Project do not outweigh otherwise unavoidable significant adverse impacts of the Proposed Project, or approve the Proposed Project upon a* ***26** *finding that the economic, social, or other benefits of the Proposed Project outweigh unavoidable significant adverse impacts of the Proposed Project."* (AR 16, italics added.)

Section 25(a) was added to assert, among other statements, *"the City reserves all rights to approve, disapprove, or approve with conditions all such Entitlements in its sole and absolute discretion."* (AR 23-24.)

3. The Terms of the Exclusive Negotiating Agreement Foreclosed the Consideration of Alternatives.

The ENA contains an exclusivity provision that commits the City to at least a three year period (with a possible six-month extension (AR 11-12 [ENA § 4]) during which the City will negotiate with Real Party Murphy's Bowl, LLC - and during which the City has affirmatively agreed not to negotiate with anyone else - about a "proposed DDA [Disposition and Development Agreement] for the sale, lease, disposition and/or development" of any parcels within the site for the proposed arena. (AR 8 [ENA § 2(a)].) The ENA also contains a non-transfer provision that forbids the City from voluntarily transferring its interest in any portion of the proposed arena site to anyone except the City or the Parking Authority during the three-year term of the ENA. (AR 18, [ENA § 11].) None of the City entities may discuss or negotiate as to any alternative disposition or use of its public property within the Project site ***27** during that time. (AR 8 [ENA § 2(a)].) In essence, ownership and use of City land within the proposed arena Project site is frozen for three years, possibly more.

The ENA provides that a party may terminate the ENA if another party fails to perform or fails to negotiate in good faith (AR 17 [§ 8(a)]), but the party may not terminate if the failing party cures the failure after being given notice. (Id.) In a lopsided manner, while both parties must give prompt notice of their intent to terminate the ENA, Murphy's Bowl alone "may at any time and for any reason during the ENA period elect not to proceed with the Proposed Project." (AR 17 [§ 8(b)].) Thus, while the City has bound itself to the ENA and may not terminate it except if Murphy's Bowl fails to proceed or to negotiate in good faith, Murphy's Bowl may walk away at any time. Murphy's Bowl has an unconstrained ability to terminate the ENA but the City does not.

Murphy's Bowl is obligated to provide the City both with financial information, including a financial pro forma (AR 9 [§ 3(b)]) and must provide the City with a "Non-Refundable Deposit" of $1.5 million. (AR 12 [§ 5].) Six months after the ENA's effective date, Murphy's Bowl must provide the City with a description of the parcels Murphy's Bowl wants to acquire, a conceptual site plan, and architectural renderings for the proposed project. (AR 10 [§ 3(d)].)

***28** The City's rushed adoption and re-adoption of the ENA was not preceded by any CEQA analysis such as an Initial Study

(Cal. Code of Regs., tit. 14 ("Guidelines") § 15063). On February 20, 2018, six months after approval of the ENA, the City issued a Notice of Preparation of an EIR for the proposed Inglewood Basketball and Entertainment Center. (AR 168 et seq.) To date, 18 months later, not even a draft EIR has been released.

E. September 2017: Further Bureaucratic Momentum From Oversight Board Approval and City Official Lobbying for Special Legislation To Benefit the Private Arena Project.

On September 1, 2017, less than three weeks after the Revised ENA's approval in August, State Senator Steven Bradford, who represents the Inglewood area, introduced SB 789 in the California Legislature. (AR 521 et seq.) The proposed bill would have (1) curtailed public participation in review of the Project, (2) exempted such vital environmental analyses as examination of traffic impacts, parking impacts, and alternative size, height, and locations of the proposed basketball arena and surrounding buildings, (3) allowed the City to use eminent domain before completing CEQA review, and (4) divested the courts of the authority to impose injunctive relief for violations of CEQA as to the proposed Project. (AR 523-526, 529-536.) The legislation also explicitly would have allowed the City to ignore ***29** alternatives that would avoid the Project's significant impacts on a low-income community. (AR 534.)

On September 7, 2017, Inglewood sent a letter to the Legislature stating it "strongly supports SB 789" (AR 182). Also on September 7, 2017, the Oversight Board of the Successor Agency to the Inglewood Redevelopment Agency, chaired by Inglewood's Mayor, voted to approve the Revised ENA. (AR 559-561.)

At a hearing of the Assembly Natural Resources Committee on September 8, 2017, Inglewood's Mayor testified emphatically in support of SB 789. (AR 922-923.) Legislative committee member Assemblymember Muratsuchi expressed concerns "about the civil rights... that CEQA provides" and about the ability of Inglewood residents to participate in project review being curtailed. (AR 933 ["I do see CEQA as a civil right that your community deserves to have to protect your community"].) Inglewood's Mayor rejected these concerns as "preposterous." (AR 934). The committee rejected SB 789. (AR 938.)[8]

***30 F. October 2017: The City's Mayor Vigorously Defends the Project Against Inglewood Residents' Opposition.**

In the month following the defeat of SB 789 in the Legislature, during the October 3, 2017 City Council hearing, members of the public suggested alternative uses of the Project parcels for housing, recreational purposes, or other purposes. (AR 953 ["Surplus Lands Act...requires cities to prioritize the sale or lease of surplus land for affordable housing or parks in open space], AR 954 ["homes before arenas," AR 956 ["that land was wanted by others"].) The Mayor characterized any suggestion from the public that the relevant property could be used for alternative uses as a "total sham" and "ridiculous" and stated that he would not "entertain another use on the property for one minute." (AR 960.)

IV. Procedural History

The Petition for Writ of Mandate in this case was filed July 20, 2017. Trial was held on December 7, 2018. The trial court denied the Writ on January 29, 2019.

***31** The trial court ruled that, despite the defined size and location of the Project arena, anticipated transfers of property to Murphy's Bowl, the substantial unrestricted payment to the City, and the refusal to consider alternative uses of the Project site, that the ENA did not pre-commit the City to the arena Project in violation of CEQA. (Joint Appendix ("JA") 1119-1122[9].) Instead, the trial court considered the ENA a mere "promise ring" that could, but would not necessarily, develop into a Clippers basketball arena. (JA 1125.) Alternatives to the Project were not foreclosed, the trial court found, but merely "delayed" for three years. (JA 1122.) The trial court considered the Mayor's statement that he would not entertain alternatives "for one minute" to be limited to residential alternatives. (JA 1125-1126.) The trial court ruling stated "certain details were unknown," despite the great level of detail about the Project's specific size, capacity, location, and number of employees contained in the record. (JA 1128.)

This appeal was timely filed.

V. Standard of Review

While agency decisions pursuant to CEQA are reviewed for abuse of discretion (Pub. Resources Code § 21168, § 21168.5), questions of law are reviewed de novo, with the court exercising independent judgement as to the legal validity of the action. (*Save Tara v. City of West Hollywood* (2008) 45 Cal.4th 116, 131 ("Save Tara").) "The question of what constitutes a 'project' for purposes of CEQA review is a question of law which we review de novo." (***32** *Lincoln Place Tenants Assn. v. City of Los Angeles* (2005) 130 Cal.App.4th 1491, 1503, citing *Association for a Cleaner Environment v. Yosemite Community College Dist.* (2004) 116 Cal.App.4th 629, 637.)

Here, Appellant has challenged the decision by the City to enter into an ENA with Real Party in Interest Murphy's Bowl LLC regarding the Project without first complying with CEQA. Such a claim is thus reviewed de novo. (*Save Tara, supra,* 45 Cal.4th 116, 131 ["A claim... that the lead agency approved a project with potentially significant environmental effects before preparing and considering an EIR 'is predominantly one of improper procedure'... to be decided by the courts independently." Emphasis in original].)

VI. Argument: The City Violated CEQA By Taking Steps To Approve The Project That Foreclosed Alternatives To It And Lent It Significant Momentum Without Performing Any CEQA Analysis Whatsoever.

A. CEQA Requires Public Agencies to Consider the Environmental Consequences of Actions Before Foreclosing Alternatives Or Approving a Project.

In Save Tara, the Supreme Court recognized that actions that trigger CEQA are not confined to the formal approval of a permit or entitlement, but can also occur "[w]hen an agency reaches a binding, detailed agreement with a private developer and publicly commits resources and government prestige to that project[.]" (Save Tara, supra, 45 Cal.4th at 136.) When the City ***33** entered the ENA, it took the kind of significant step and made the kind of public commitment to the Project that is sufficient to require prior CEQA compliance.

The Legislature has declared that CEQA and its procedures form "an integral part of any public agency's decision making process[.]" (Pub. Resources Code § 21006). The CEQA analysis, and any EIR "should be prepared as early in the planning process as possible to enable environmental considerations to influence project, program, or design." (*Bozung v. LAFCo.* (1975) 13 Cal.3d 263, 282 ("*Bozung*").) Where an approval is "an essential step leading to ultimate environmental impact it is therefore... a 'project' within the scope of CEQA." (*Fullerton Joint Union High School Dist. v. State Bd. of Education* (1982) 32 Cal.3d 779, 797, distinguished on other grounds by *Board of Supervisors v. Local Agency Formation Com.* (1992) 3 Cal.4th 903, 909.) The Supreme Court has also held "that the later the environmental review process begins, the more bureaucratic and financial momentum there is behind a proposed project." (*Laurel Heights, supra,* 47 Cal.3d 376, 395.) For those reasons, the CEQA Guidelines at section 15004 subdivision (b)(2)(B), provide that public agencies should not "take any action which gives impetus to a planned or foreseeable project in a manner that forecloses alternatives or mitigation measures that would ordinarily be part of CEQA review of that public project."

***34** CEQA, the Guidelines, and long-standing precedent make clear that CEQA review must precede, and not follow, public agency action to move forward with a planned project. The Guidelines define a project as "the whole of an action, which has a potential for resulting in either a direct physical change to the environment, or a reasonably foreseeable indirect physical change in the environment" (Guidelines § 15378 subd. (a)), and require that "all phases of project planning, implementation, and operation" must be considered in the Initial Study for a project (Guidelines, § 15063 subd. (a)(1), emphasis added). CEQA review and the application of CEQA procedures must be followed at all stages of project consideration, to carry out the legislative intent "to compel government at all levels to make decisions with environmental consequences in mind." (Bozung, supra, 13 Cal.3d 263, 283.)

The Guidelines are clear that a "project" may require multiple government approvals, but that it is the overall activity, and not each individual approval, that is the "project" for CEQA purposes. (Guidelines § 15378 subd. (c).) CEQA's requirements become applicable with the taking of the first significant step towards overall approval of the project, rather than solely at final project approval; the first step in the approval process, not the last step, is when the CEQA process first applies: "Decisions reflecting environmental considerations could most easily be ***35** made when other basic decisions were being made, that is, during the early stage of project conceptualization, design and planning." (Citizens for Responsible Government v. City of Albany (1997) 56 Cal.App.4th 1199, at 1221 (quotations omitted) ("City of Albany").)

In *City of Albany,* Albany prepared a development agreement with a developer to establish and operate card games at a race track, and submitted the development agreement to the city electorate for approval; the development agreement provided for a CEQA review after voter approval. The Court of Appeal struck down the approval, holding that "the appropriate time to introduce environmental considerations into the approval process was during the negotiation of the development agreement... . Any later environmental review might call for a burdensome reconsideration of decisions already made and would risk becoming the sort of 'post hoc rationalization[] to support action already taken' which the Supreme Court disapproved in *Laurel Heights, supra,* 47 Cal. 3d 376, 394." (*Id.* at 1221.) As Save Tara holds:

We apply the general principle that before conducting CEQA review, agencies must not "take any action" that significantly furthers a project "in a manner that forecloses alternatives or mitigation measures that would ordinarily be part of CEQA review of that public project."

(*Save Tara, supra,* 45 Cal.4th at 138.)

***36** Here, the City and the Mayor have significantly delineated and furthered the proposed Project, foreclosed consideration of alternatives (AR 8, [ENA § 2(a)]), advocated for the project in the press and in the Legislature (AR 182, 569-572; 922-923 [legislative testimony]; 966 [approval is a "promise ring"]; 976 [by the end of three years "construction should get underway shortly"]), defended it against public criticism and forcefully declared that a proposed alternative would not be considered (AR 961 ["not... for one minute"]), all without CEQA review.

The trial court noted that the ENA, both the original and the revised version, explicitly stated that the City retained "sole discretion" to approve or disapprove the Project. (JA 1119-1120.) *That may be true in theory. However, Save Tara* explains why such a theoretical reservation of discretion can be insufficient to prevent a violation of CEQA. The Supreme Court held:

> A public entity that, *in theory,* retains legal discretion to reject a proposed project may, by executing a detailed and definite agreement with the private developer and by lending its political and financial assistance to the project, have as a *practical matter* committed itself to the project.

(*Save Tara, supra,* 45 Cal.4th at 135, emphasis added.) Here, the Revised ENA presents a façade of preserving the City's discretion to approve or disapprove the Project, but the totality of what the City was willing to give up, as reflected in the original June ENA, shows that the City was already profoundly committed to the ***37** Project prior to any CEQA analysis.

By failing to provide any CEQA analysis whatsoever prior to the ENA approval, the City has completely failed to comply with CEQA's information disclosure requirements, and has abused its discretion.

B. A Comparison of the Original ENA With the Revised ENA That Was Approved Shows the Strength of the City's Commitment to the ENA and the Project.

In Save Tara, the City of West Hollywood approved an original agreement in May 2004 and then a redrafted agreement with a developer in August 2004 after the Save Tara citizen's group filed suit in July 2004. *(Save Tara, supra,* 45 Cal.4th 124,

125-126). The Supreme Court explicitly looked back at the original agreement in that case, including its terms as part of the mosaic of circumstances indicating the City of West Hollywood's commitment to approving a development project as it evidenced the City's "willingness to give up further ... authority over CEQA compliance...." (Save Tara, supra, 45 Cal.4th at 141.) It also noted that West Hollywood's "apprehensive citizenry" might justly be skeptical of West Hollywood's newfound zealotry in adhering to CEQA, in light of the original agreement's terms. (Id.)

Here, the City approved the original ENA in June of 2017 (AR 161), and reaffirmed it in July of 2017 (AR 146-147). The ***38** City then approved a hastily redrafted ENA in August of 2017, after Appellant filed the suit below in July 2017. (AR 123-125.) That redraft made a multitude of changes to the previously-approved ENA, changes that - on paper, at least - significantly increased both the City's discretion to approve the Project and its ability to comply with CEQA's requirements, over what the City was willing to agree to originally. The same type of examination of the original document as was conducted in Save Tara reveals the strength and depth of the City's commitment to the proposed Project in the terms to which the City originally agreed.

Perhaps the clearest statement of the City's commitment to the Project is found in the June ENA, Recital E, which states forthrightly that:

> [T]he Successor Agency, along with the City and the Authority, *has selected the Developer [Murphy's Bowl] for the conveyance and development of the Agency Parcels (along with the balance of the Site)* as a result of the Developer's affiliation with an NBA franchise that can be moved to the City[.]

(AR 39, emphasis added.)

The Revised ENA approved on August 15, 2017 backpedaled from this statement of developer selection, stating that the "selection" of Murphy's Bowl was only for purposes of "negotiating]" a possible DDA for the Project. (AR 6-7.) However, the City had made its intentions clear: the City had ***39** chosen Real Party in Interest Murphy's Bowl as the recipient and developer of public lands because Murphy's Bowl had the ability to transfer an NBA franchise to Inglewood and develop an NBA arena, and would do so. The June ENA originally approved by the City flatly stated that the City had "select[ed]" the Murphy's Bowl for conveyance of City property and development of a major sports arena before any CEQA analysis had been undertaken.

The City's commitment to the Project is also shown by Section 2(b) of the June ENA. The original ENA set up a procedure whereby the City and Murphy's Bowl could reach an agreement prior to negotiating and executing a DDA that certain parcels were "necessary" for the Project, and that the City would use "its best efforts to acquire the parcels" designated as necessary for the Project. (AR 41.) Further, the original June ENA obligated Murphy's Bowl to advance the City money for such land purchases. Thus, the June ENA contemplated the City's use of eminent domain to acquire these "necessary" parcels "prior to entering into an approved DDA," i.e., while the parties were still negotiating. (AR 43, [June ENA § 3(g)].) There is no reference to any CEQA compliance or analysis in connection with these "best efforts" or the parcel acquisition. The City agreed in this section of the ENA that it might go so far as to begin the eminent domain process, by "scheduling] a public hearing to consider adoption of a resolution of necessity" that would allow it ***40** to acquire Murphy's Bowl's chosen parcels. (Id.)

The Revised ENA approved in August of 2017 sanitized this provision, excising all reference to reaching a pre-DDA agreement, and emphasizing that the City was under no "obligation or commitment" to adopt a resolution of necessity and that any City action would be "in its [the City's] sole discretion." (AR 8-9.) This change in direct response to Appellant's lawsuit should be given no weight as it was a transparent attempt by the City to provide the veneer of future process.[10] Indeed, the record demonstrates that the City was willing to set up a procedure whereby it could enter a legally binding agreement to go up to the edge of formal condemnation proceedings for these parcels, and to "use [the City's] best efforts to acquire" them prior to environmental review.

Finally, after Appellant filed suit, the City and Project proponent nearly doubled the length of section 7 of the ENA (AR 16), dealing with CEQA compliance, in the August Revised ENA over what appeared in the June ENA. New references to complying with CEQA or environmental review were added to the August ENA that were not there when the City approved the ***41** June ENA. (AR 39 [June ENA Recital F], AR 7 [August ENA Recital F].)

Save Tara holds that where an agency's conduct shows that it is committed to a course of conduct as to a potential project, "the simple insertion of a CEQA compliance condition will not save the agreement from being considered an approval requiring prior environmental review." (Save Tara, supra, 45 Cal. 4th at 132.) The City committed itself to the Project by approval of the June ENA, with its weak CEQA language and its permission for acquisition of Project parcels prior to approval of a DDA, and only added new CEQA requirements and discretionary provisions to the August Revised ENA after the suit herein had been filed. The City's commitment was made in June, reaffirmed in August, and made without CEQA compliance. The City's conduct was tantamount to Project approval.

C. The City Created Bureaucratic and Financial Momentum for the Project Sufficient to Incentivize Ignoring Environmental Concerns.

1. The Supreme Court Defines The Legal Framework For Evaluating an Agency's Precommitment to a Project to Include Evaluating Surrounding Circumstances.

A public agency's conduct towards a proposed project can show a commitment, as a practical matter, to the project that is so clear and pronounced that the conduct, taken together with ***42** surrounding circumstances such as public officials' statements, may be sufficient to require prior CEQA review. In Save Tara, supra, 45 Cal.4th 116, the Supreme Court recognized that it does not require the issuance of a formal permit or entitlement by a public agency to trigger CEQA:

> When an agency has not only expressed its inclination to favor a project, but has increased the political stakes by publicly defending it over objections, putting its official weight behind it, devoting substantial public resources to it, and announcing a detailed agreement to go forward with the project, the agency will not be easily deterred from taking whatever steps remain toward the project's final approval.

(*Save Tara, supra,* 45 Cal.4th at 135.) The Court in Save Tara, 45 Cal.4th at 132, also held that it is not merely the literal words of an agreement that matter. *Save Tara* examined the question of whether "the agreement, viewed in *light of all the surrounding circumstances, commits* the public agency as a practical matter to the project..." *(Ibid.,* emphasis added.)

Creating overwhelming bureaucratic momentum for a project is a critical factor in evaluating if an agency has impermissibly approved a project prior to environmental review. (Save Tara, supra, 45 Cal.4th at 135.) The Court concluded that "the City of West Hollywood's conditional agreement to sell land for private development, *coupled with financial support, public statements, and other actions by its officials committing the city to* ***43** *the development,* was, for CEQA purposes, an approval of the project...." (Id. at pp. 121-122, emphasis added.)

Courts evaluating a claim of improper precommitment view the "core issue" as "whether the agency has taken any steps foreclosing alternatives, including that of not going forward, or has otherwise created bureaucratic or financial momentum sufficient to incentivize ignoring environmental concerns." (*John R. Lawson Rock & Oil, Inc. v. State Air Resources Bd.* (2018) 20 Cal.App.5th 77, 100 ("Lawson Rock").) In Lawson Rock, the court held that approvals under CEQA, such as State Air Resources Board's issuance of a public regulatory advisory stating that fleet operators could take advantage of proposed regulatory modifications, are not dependent only on final action by the lead agency, but also by conduct that prejudices further fair environmental analysis. The court stated "[t]his 'opening the way' can trigger CEQA where it constitutes an approval." (*Id.* at 98.) "Approvals under CEQA, therefore, are not dependent on 'final' action by the lead agency, but by conduct detrimental to further fair environmental analysis." (Id. at 99.) Guaranteeing not to consider alternative proposals for the Project site and other actions the City took in the present case are fundamentally "detrimental to further fair environmental analysis."

Here, even considering only the August Revised ENA, the range, number, and specificity of City commitments in the ENA ***44** as to the design of the DDA and the Project itself, the vociferous advocacy of the Project by Inglewood officials in public

meetings, in the press, and in the state Legislature, and the commitment by the City of what the Revised ENA describes as "substantial time and effort" of City staff, the hiring of consultants and attorneys by the City, and providing "aid and assistance to the Developer [Murphy's Bowl] in connection with the Proposed Project" (AR 7 [Recital I]) shows that the City has "as a practical matter committed itself to the project." (*Save Tara, supra* 45 Cal.4th at 133.) Add to this that the repeatedly stated goal of the ENA is a DDA that will require the City to transfer significant amounts of public land to Murphy's Bowl for the Project, and potentially use eminent domain to obtain other property for the Project (AR 8-11 [22(a), 2(b), 3(g)], AR 13-14 [§ 6(c), 6(1)], and AR 5-6 [Recitals A, C, D, E, and F]), and it is clear that the City took a significant step towards approval of the overall Project in approving the ENA three times in June, July, and August 2017. Here, the circumstances surrounding Inglewood's approval of the ENA indicate the strongest level of bureaucratic and political momentum contributing to a commitment as a practical matter. The City's professed non-commitment to the Project is belied by its actions evident in the surrounding circumstances.

***45 2. The Circumstances Under Which the ENA Was Consummated Show the City's Commitment to the Project Without Regard For The Public.**

Before a project is fully approved, the public agency and project proponent should stand at arm's length and negotiate in a way that does not convey favoritism or an impression that the project has already been decided upon. (*Citizens for Ceres v. Superior Court* (2013) 217 Cal.App.4th 889, 918 ("Citizens for Ceres")) The Citizens for Ceres court explained how Save Tara "applied a concept that is common in CEQA cases. This is the concept that a primary purpose and effect of CEQA is to require agencies to confront environmental impacts before deciding in favor of applicants' projects." (*Citizens for Ceres, supra,* 217 Cal.App.4th 889, 918.) The court viewed a public agency's duty to impartially review an applicant's proposal and "the applicant's primary interest in... having the agency produce a favorable EIR that will pass legal muster" as interests that "are fundamentally at odds." (Ibid.) Similarly, Real Party in Interest Murphy's Bowl's clear interest in preventing the City from considering alternative proposals for the Project site is "fundamentally at odds" with the City's duty to consider alternatives to both the location and design of the proposed Project.

***46** The City and Murphy's Bowl's mutual actions to preserve secrecy about the ENA and the Project, and exclude any consideration of alternatives to the Project, is evidence of their mutual commitment to the Project. Instead of negotiating the ENA at arm's length, the City negotiated the ENA in secret for months before making it public. Negotiations over the ENA lasted for a length of time that neither the City nor Murphy's Bowl has yet disclosed, but reportedly began January 15, 2017 (AR 963), and likely began earlier.[11] The City maintained secrecy about the existence, let alone the terms, of the ENA from the public until less than 24 hours before the June 15, 2017 hearing to consider the ENA. (AR 150-51.)

Murphy's Bowl tried to mask the identity of the project proponent until the latest possible moment, with the City's assistance. Legal counsel for the Project proponent (Hunter) told the City's outside counsel (Jones) that the entity being formed would have a "generic name so it won't identify the proposed project" and asked whether the ENA had to be part of the agenda, "or can it be down loaded shortly before the hearing" (AR 825). In a reply e-mail, the City's outside counsel advised that "[t] document has to be posted with the agenda. *That is why we elected to just post* 24 hours versus the normal 72 hours." (Ibid, emphasis added.)

The City then sprang the ENA on the public at the eleventh ***47** hour by attaching it to the notice of the meeting (ibid.), a notice posted so late and with such little informational value that the City violated the Brown Act and had to reaffirm the ENA a month later at a July meeting. (AR 27-29.)

At the June meeting, despite the magnitude of the proposed Project, and despite the brevity of the notice of the consideration of the ENA, there was a brief (little more than three minute) oral staff report on the ENA that comprises only twenty lines of the transcript (AR 161). The City followed this brief report with an immediate and unanimous vote jointly approving the ENA without any discussion or questions. (AR 161.) Public participation was hindered, as little notice or information was provided to inform that participation. These circumstances demonstrate a public entity committed as a practical matter to approval of the Project, thus seeking to minimize public awareness of it and possible opposition to it.

3. The City's Conduct After the June ENA Approval Demonstrates Its Commitment to the Project as a Practical Matter.

The City's belated planning for an EIR for the Project also demonstrates its commitment to the Project. During the three-year period in which the City would be conducting CEQA review including preparing and reviewing the EIR, it would not be able to consider alternative proposals. The ENA has a term of 36 months. (AR 8, ENA, § 1.) The revised ENA was approved on ***48** August 15, 2017, starting the 36-month period. (AR 115.) Thus, while the ENA is in effect, the City bound itself to "not negotiate with or consider any offers or solicitations from, any person or entity, other than the Developer [Murphy's Bowl], regarding a proposed [Disposition and Development Agreement] for the sale, lease, disposition, and/or development of" the proposed Project site (AR 8, ENA § 2(a)) or to dispose of the parcels needed for the Project (AR 18). Thus, until the ENA's expiration, no alternative uses for the Project site would be considered or allowed.

***49** After approving the ENA, on February 20, 2018, the City issued a Notice of Preparation (NOP) of an EIR for the proposed Project. (AR 168-179.) *The City anticipated review of the Project and certification of the EIR would be conducted while the ENA was still in effect.*[12] This improperly constrains the City's discretion to fully consider alternatives. The timing of the EIR review and the ENA expiration shows that, as a practical matter, the City has prevented itself from even considering any alternative use of the publicly owned property proposed as the Project site until it has decided about the Clippers' arena. This self-imposed constraint is evidence of the City's practical commitment to the arena Project.

4. The Mayor's Fervent Project Advocacy in His Official Capacity Is Evidence of the City's Strong Commitment to the Project.

The City has invested extensive political capital and staff time in the Project. Save Tara holds that statements by City officials, and their public advocacy for a proposed project can be weighed "as one circumstance shedding light on the degree of City's commitment." (Save Tara, supra, 45 Cal.4th at 142, fn. 13.) The Court in Save Tara noted the City of West Hollywood's mayor's role in supporting a project there, and defending it in public against criticism, was part of the totality of circumstances providing evidence that West Hollywood had impermissibly committed as a practical matter to approval of a project prior to conducting environmental review. (Save Tara, supra, 45 Cal.3d at 141-142 ["City's Mayor announced 'it [a federal grant] will be used"' for project, and City newsletter stated "City and Laurel Place redevelop the property."'] Emphasis added.) The Court in Save Tara emphasized that "one of the statements on which we rely was a communication from City's mayor, another appeared in an official City newsletter." (Save Tara, supra, 45 Cal.3d at 142, fn. 13.) This newsletter promulgated by West Hollywood in Save Tara is analogous to the City's press packet ***50** promoting the Project in the present case. (AR 962-978.) The Mayor's active and aggressive advocacy to the exclusion of all other possible alternatives is far beyond an expression of mere interest in a proposed project. Here, the Mayor likened the ENA process to entering into a process that would lead to marriage between the City and Murphy's Bowl. (AR 164.) The City's behavior paralleled the Mayor's words: the City entered a long-term, exclusive relationship with Murphy's Bowl, and foreclosed itself from even talking with anyone else about the Project site for three years. (AR 8 [§ 2a].)

The statements of the City Mayor's, who also chairs other Respondent agencies (AR 59), are powerful evidence of commitment as a practical matter to the Project, as in *Save Tara.* The City's commitment to the Project is shown by its officials' fervent advocacy of legislative special treatment under CEQA for the Project. (AR 182-83.) In its letter "strongly support[ing]" proposed SB 789, the City refers to "a new basketball arena *to be built* in Inglewood for the LA Clippers.... (AR 182, emphasis added.) The City's letter speaks of the arena as "to be built," not "proposed to be built," showing that as far as the City was concerned, approval of the arena was a foregone conclusion. Construction was planned "shortly" after the three year agreement term (AR 976). The City was going to "do the deal." (AR 165.)

***51** The Mayor emphatically supported legislation - SB 789 -that would have approved special treatment of the arena Project by reducing and limiting public review of it in various ways. Contrary to the Mayor's statement that the "bill does not relieve [the City] from any obligations under CEQA" (AR 934), this legislation would have *eliminated* several of CEQA's key requirements including the requirement to study alternatives to the proposed Project. (AR 534 [subsection (h), exempting the EIR for the Project from considering alternative locations, alternative densities, aesthetic impacts, and parking impacts].)[13]

5. The City's Acceptance of Murphy's Bowl's $1.5 Million for Merely Entering the ENA Contributed to Considerable Bureaucratic Momentum.

***52** In Save Tara, the Supreme Court found that the commitment of a loan of under $500,000 was evidence of West Hollywood's commitment to the project. (*Save Tara, supra,* 45 Cal.4th at 140.) Here, the City negotiated the payment by Murphy's Bowl of $1.5 million as a "non-refundable deposit" that the City has the absolute right to retain regardless of the outcome of the ENA negotiating period, and has "the right, but not the obligation" to use for any types of costs related to the proposed Project and the ENA. (AR 12, ENA § 5, emphasis added.) For a city of Inglewood's size to accept $1.5 million dollars from the Project proponent with no contractual limits on what it can be spent on must inevitably create intense goodwill, a feeling of obligation, and intense "bureaucratic momentum" in favor of the Project proponent and its proposed Project. (Laurel Heights, supra, 47 Cal.3d at 395.) The negotiation and acceptance of this very substantial, non-refundable, and, according to the City Mayor's assessment, very unusual[14] sum of money is a further "surrounding circumstance" that shows commitment by the City to the proposed Project. (*Save Tara, supra,* 45 Cal.4th at 139.)

6. The City Has Committed Substantial City Resources to the Clippers' Project and Its Success.

The Supreme Court in *Save* Tara regarded the expenditure of public agency resources on a proposed project to be part of the "surrounding circumstances" by which the agency's ***53** commitment to the project could be determined. (*Save Tara,* 45 Cal.4th at 139.) Here, City focused time and effort on a single potential use of public parcels of land for the Clippers Arena Project. These taxpayer-funded time and effort expenditures included the negotiation of the ENA, the City's publicity campaign for the Project, and the time spent in lobbying for the passage of AB 789. The Mayor rejected considering alternatives such as housing and recreational space for even "one minute." (AR 960.)

The City also incurred substantial opportunity costs in its determined pursuit of the Clippers arena in Inglewood. In ENA section 2, the City committed not to "negotiate with, or consider any offers or solicitations from, any person or entity, other than the Developer, regarding... the sale, lease, disposition, and/or development of the City Parcels or Agency Parcels within the Study Area Site." (AR 8).

The City's commitments not to consider proposals or transfer property is a type of expenditure in that the City pays an opportunity cost in not being able to make a better deal if one is offered for the parcels for a period of three years. An opportunity cost is "the benefit forgone by employing a resource in a way that' prevents it from being put to another use." (Meyer v. Sprint Spectrum L.P. (2009) 45 Cal.4th 634, 640, fn. 1.) The opportunity costs in this instance are far from speculative. There is evidence ***54** that by entering the ENA, the City incurred the costs of breaking an existing lease, known as "the Parking Lease," for dozens of parcels of City-owned property which constitute large portions of the Project site. The ENA would prevent the City from entering the same or similar lease. (AR 8 and 18.) The City terminated the Parking Lease shortly after commencing negotiations with the Clippers about the Project, purportedly on January 15, 2017 (AR 963; AR 447 [April 3, 2017 termination of Parking Lease].)

The private party involved in the Parking Lease, MSG Forum, submitted a claim for damages to the City for breaking this lease. (AR 306-462 [claim for damages].) The lease was, and would have been, significantly lucrative to the City. (AR 419 [Parking Lease provides $200,000 per year].) However, by breaking the Parking Lease and constraining its ability to reenter it, the City has incurred significant opportunity costs including, at a minimum, $600,000 in lost lease payments during the three-year negotiating period of the ENA. This amount exceeds the $475,000 predevelopment portion of a loan found to be significant evidence in Save Tara. (Save Tara, supra, 45 Cal.4th at 124.) The Parking Lease termination, in addition to being a significant financial loss to the City, is also analogous to the tenant relocation in Save Tara, since the income from that lease, and the ENA's prohibition on any other transfer of property rights, will be irretrievable during the pendency of the ***55** ENA.

7. The Publicity Campaign by the City for the Project Demonstrates Its Commitment to the Project.

An additional surrounding circumstance indicating a commitment to the Project as a practical matter was the cumulative weight of public statements by the City's Mayor promoting the Project. On a sports radio program, the Mayor stated that an arena for the Clippers would be, together with The Forum and the new Rams football stadium, part and parcel of "300 acres of development" forming "a sports entertainment district the likes of which Southern California, or California for that matter, has never seen." (AR 570-71.) This interview was part of a press packet released by the City as part of a publicity campaign for the Project. (AR 965; see AR 962-978.) The City's Mayor said of the ENA that it "has to result in a development agreement" (AR 571), reflecting a belief that development is the foregone conclusion of the ENA.

8. DDA Negotiations Will Be Outside the Public Process and Uninformed by the Environmental Review That CEQA Requires.

An additional circumstance demonstrating the momentum built for the Project by the ENA is the small amount of public participation that was allowed, or will be allowed, in crafting the ***56** Project's essential parameters. "Public participation is an essential part of the CEQA process." (Guidelines § 15201; Concerned Citizens of Costa Mesa, Inc. v. 32nd Dist. Agricultural Assn. (1986) 42 Cal.3d 929, 935.) "The EIR is intended to furnish both the road map and the environmental price tag for a project, so that the decision maker and the public both know, before the journey begins, just where the journey will lead, and how much they - and the environment - will have to give up in order to take that journey." (Natural Resources Defense Council, Inc. v. City of Los Angeles (2002) 103 Cal.App.4th 268, 271 [quoting amicus brief of Attorney General], emphasis added.)

Despite the wealth of information available to the City about the proposed Project before the ENA was executed, including its size, use, and precise location, the first notice of preparation of a CEQA document for the proposed arena was not issued until February 20, 2018 (AR 168-179), a full six months after the Revised ENA was approved. (AR 123-125.) Given that the EIR for such a major project would likely take at least one to two years to complete (AR 571), the EIR cannot be expected to be completed until the DDA negotiation period is one-half to two-thirds over, a time at which the information in the EIR is unlikely to shape the parameters of the project being negotiated in the DDA process.

The ENA does not incorporate CEQA review as part of the ***57** parties' negotiating process. While the Revised ENA requires that the City and Murphy's Bowl enter into an agreement within 30 days of signing the ENA that specifies funding for "environmental review" (AR 9 [§ 3(a)]), the ENA only requires that CEQA be complied with prior to "execution" of the DDA and that it applies only to "the consideration and potential approval of any DDA by the Public Entities relating to the Proposed Project." (AR 16 [§ 7].) In other words, the ENA contemplates compliance with CEQA after the terms of the DDA are agreed upon through the ENA process, and not prior to, or even contemporaneous with, development and negotiation of the DDA.

The CEQA process is intended, in part, to "demonstrate to an apprehensive citizenry that the agency has, in fact, analyzed and considered the ecological implications of its action." (No Oil, Inc. v. City of Los Angeles (1974) 13 Cal.3d 68, 86.) The ENA process is not so designed. The only provision in the ENA that mentions the giving of any information to the public during the three-year negotiations period is the requirement that Murphy's Bowl make two "presentations of the proposed Project at community meetings" noticed by the City. (AR 13-14 [§ 6(d) and (e)].) These two "presentations," one six months after the signing of the ENA, and the other six months later, with "the express purpose of allowing community residents to review the plans and drawings" for the Project (AR 13 [§ 6(d)]), cannot substitute for ***58** the open, public process CEQA mandates.

Momentum will unquestionably build up over three long years of detailed negotiations and additional City official advocacy for the Project. It is clear that any DDA reached under the ENA would come to the City for formal consideration with a powerful head of steam and overwhelming bureaucratic momentum. It is more than reasonably foreseeable that when any such DDA comes before the City, virtually every aspect of project location, design, and operation that would affect the environment will already have been negotiated and established, and that City officials will already hold firmly entrenched positions on these various aspects, views improperly reached entirely outside the CEQA review process.

D. The City Violated CEQA By Foreclosing Alternatives Prior To CEQA Review of The Project.

1. The City's Approval of the ENA Triggered CEQA Because That Decision Foreclosed Alternatives.

A project approval under CEQA is not the final step that allows the project to proceed. Rather, it is an agency's earliest commitment to a definite course of action in carrying out a project. The CEQA Guidelines define a project "approval" in part as occurring "upon the earliest commitment to issue ...a discretionary contract ... for use of the project." (Guidelines ***59** § 15352, subd. (b).) The Supreme Court reiterated the breadth of this definition of project "approval" in Save Tara, stating:
City [of West Hollywood] and Laurel Place apparently would limit the "commit [ment]" that constitutes approval of a private project for CEQA purposes (Cal. Code Regs., tit. 14, § 15352, subd. (a)) to unconditional agreements irrevocably vesting development rights. In their view, "[t]he agency commits to a definite course of action ...by agreeing to be legally bound to take that course of action." ([Citation].) On this theory, any development agreement, no matter how definite and detailed, even if accompanied by substantial financial assistance from the agency and other strong indications of agency commitment to the project, falls short of approval so long as it leaves final CEQA decisions to the agency's future discretion. Such a rule would be inconsistent with the CEQA Guidelines' definition of approval as the agency's "earliest commitment" to the project. (Cal. Code Regs., tit. 14, § 15352, subd. (b), italics added.) Just as CEQA itself requires environmental review before a project's approval, not necessarily its final approval (Pub. Resources Code, § 21100, 21151), so the guideline defines "approval" as occurring when the agency first exercises its discretion to execute a contract or grant financial assistance, not when the last such discretionary decision is made.

(*Save Tara, supra,* 45 Cal.4th at 134, emphasis in original.) The ENA here foreclosed alternatives and was accompanied by other strong indications of the City's commitment to the Project so as to constitute Project approval despite the City's belated addition of ***60** boilerplate that purportedly left future potential CEQA decisions to the City's discretion. Under Save Tara, the ENA's conditioning of final approval of the Project on CEQA compliance does not exempt it from CEQA review. (*Save Tara, supra,* 45 Cal.4th at 139.)

The Supreme Court does not limit the need for prior environmental review to where a public agency "commits" to a project. Rather an agency may not "take any action" that "significantly furthers a project" in a way that forecloses alternatives before environmental review:
[W]e apply the general principle that before conducting CEQA review, agencies must not "take any action" that significantly furthers a project "in a manner that forecloses alternatives or mitigation measures that would ordinarily be part of CEQA review of that public project." (Cal.Code Regs., tit. 14, § 15004, subd. (b)(2)(B);... *Citizens for Responsible Government, supra,* 56 Cal.App.4th at p. 1221, 66 Cal.Rptr.2d 102 [development agreement was project approval because it limited city's power "to consider the full range of alternatives and mitigation measures required by CEQA"].)

(*Save Tara, supra,* 45 Cal.4th at 138.)

The Supreme Court established that when an agency takes an "essential step" toward project approval, that step must be preceded by environmental review. (*Fullerton Joint Union High School District v. State Board of Education* (1982) 32 Cal.3d 779, 795 and 797-798 ("Fullerton"); *Bozung v. Local Agency* ***61** *Formation Com.* (1975) 13 Cal.3d 263, 279 ("*Bozung*") [approval of annexation required an environmental impact report as it was a necessary step in a chain of events which would culminate in physical impact on the environment even though it was not an *irreversible commitment to a particular project*].)

Fullerton, supra, 32 Cal.3d 779 involved a plan to eventually create a new school in the same way the present case involves a plan to construct a Clippers basketball arena. Even though the plan in Fullerton had not progressed to the point of creating direct environmental impacts, the Court held the public agency should have initiated environmental review before approving an "essential step" in the process that would culminate in such impacts. (Id. at 798.) The Supreme Court in Union of Medical Marijuana Patients, Inc. v. City of San Diego (Cal., Aug. 19, 2019, No. S238563, 2019 WL 3884465) recently applied this "essential step" analysis with approval. (Id. at *13.)

The Court in *Bozung, supra,* 13 Cal.3d 263 eloquently rejected the narrow view espoused by the City in the trial court of requiring a project approval to cause direct physical harm to the environment before necessitating review:

The notion that the project itself must directly have such an effect was effectively scotched in Friends of Mammoth [*v. Board of Supervisors* (1972) 8 Cal.3d 247].... Friends of Mammoth, of course, said that the word "project' appears to emphasize activities culminating in physical changes to the environment, ***62** ..." Id. at p. 265. Italics added.) In response to that concept, the Guidelines refer to "physical impact on the environment, directly or *ultimately.*" (Cal. Code of Regs., tit. 14, § 15037. Italics added.)

(*Bozung, supra,* 13 Cal.3d 263, 279, original emphasis.) *Favorably citing Bozung, supra,* 13 Cal.3d 263 and *Fullerton, supra,* 32 Cal.3d 779 the Supreme Court in Save Tara stated "we have held an agency approved a project even though further discretionary governmental decisions would be needed before any environmental change could occur." (Save Tara, supra, 45 Cal.4th at 134-135.)

The record shows that the Project was sufficiently well defined at the time of the ENA's approval to support CEQA analysis. Information was available about the Project's location, size, proposed use, number of employees, proposed intensity of use, ancillary uses, and other information. As the Supreme Court explained "s]ince the development site and the general dimensions of the project were known from the start, there was no problem in providing 'meaningful information for environmental assessment."' (*Save Tara, supra,* 45 Cal.4th 116, 137-138 quoting Citizens for Responsible Government, supra, 56 Cal.App.4th at p. 1221.)

***63 2. In the ENA, The City Gave Up Its Ability to Consider Alternative Proposals For the Project Site or to Dispose of Project Site Parcels For at Least Three Years.**

CEQA itself mandates that public agencies not approve projects with the potential to harm the environment if feasible alternatives that are less environmentally damaging are available. (Pub. Resources Code § 21002; see also *Citizens of Goleta Valley v. Bd. Of Supervisors* (1990) 52 Cal.3d 553, 564, [emphasizing the crucial importance of considering alternatives and stating "The core of an EIR is the mitigation and alternatives sections."])

Contrary to these commands, the ENA does not preserve the City's unlimited discretion to consider Project alternatives. The ENA states that for a period of at least three years the City will not consider proposals for alternative uses of the Project site. (AR 8, ENA § 2(a) [City committed not to "negotiate with or consider any offers or solicitations from, any person or entity, other than the Developer, regarding ... the sale, lease, disposition, and/or development of the City Parcels or Agency Parcels within the Study Area Site"].) The City further agreed not to "voluntarily transfer [its] respective interests in any portion of the Study Area Site during the term of this Agreement to any third party." (AR 18).

In Save Tara, supra, 45 Cal.4th 116 the Court directed that ***64** in considering a case where an agency has approved a project-related action prior to performing CEQA compliance,

> [C]ourts should look not only to the terms of the agreement, but to the surrounding circumstances to determine whether, as a practical matter, the agency has committed itself to the project as a whole or to *any particular features, so as to effectively preclude any alternatives or mitigation measures that CEQA would otherwise require to be considered, including the alternative of not going forward with the project."*

(*Id.* at 139, emphasis added.)

Subsequent cases also caution against foreclosing alternatives. (RiverWatch v. Olivenhain Municipal Water Dist. (2009) 170 Cal.App.4th 1186, 1215; City of Santee v. County of San Diego (2010) 186 Cal.App.4th 55, 65-66.) The Guidelines prohibit foreclosing the consideration of alternatives. (Guidelines § 15126.6 and 15004 subd. (b)(2)(B) [forbidding any action "which gives impetus to a planned ... project in a manner that forecloses alternatives ... that would ordinarily be part of CEQA review of that public project."]) Nonetheless, through the ENA the City has foreclosed its ability to consider alternative proposals for a three-year period and to dispose of the property underlying the Project site. (AR 8, ENA Section 2(a); AR 18.) The ENA paradoxically and impermissibly allows the City to conduct CEQA review while simultaneously forbidding it to consider alternative proposals and to dispose of the parcels that would be ***65** used by the Project for a period of three years.

In addition to the terms of the ENA itself, the City's Mayor's conduct immediately after executing the ENA shows he regarded the ENA as constraining the alternatives that would be considered for the parcels of City property proposed for the Project. At the City Council hearing in October 2017, the Mayor vigorously rejected calls to consider placing affordable housing or other alternatives on the publicly owned parcels underlying the Project site. (AR 960.) The Mayor stated:

> So, to say now that these parcels that nobody cared about until we got into a [ENA] with the Clippers is now the best only [sic] place to build housing is disingenuous.... it's ridiculous, and I, for one, am not going to entertain it for one minute.

(AR 960.) The Mayor's statements show his interpretation of the ENA in his official capacity as Mayor presiding over a City Council hearing. The statements evidence his view that alternatives suggested by the public for the sites should not and will not be considered. The Mayor placed his refusal to consider alternatives in the context of the ENA as he says "now that... we get into a [ENA] with the Clippers...." (AR 960.) Therefore, part of the basis for refusing to consider alternatives is the existence of the ENA.

Furthermore, earlier at the same City Council hearing, an Inglewood resident raised the possibility of alternatives for the ***66** Project parcels in addition to housing that the City denied previously: "[A] bakery... theater group... [and] a YMCA" were denied by the City Council. (AR 956.) The Mayor broadly swept aside all consideration of any alternatives - whether housing or otherwise - when he said he was "not going to entertain it for one minute." (AR 960.) Therefore, for all that the public viewing the hearing could tell, the City will not be considering any alternatives for the Project site, in clear derogation of CEQA. (Pub. Resources Code § 21002, Guidelines § 15126.6.) In order to carry out its duties under CEQA, the City must have practical discretion to consider other alternatives, including other locations, or even other developers. (Pub. Resources Code § § 21003.1 and 21081 subd. (a).)

3. The ENA Would Prevent the City From Choosing a Project Alternative Complying with Community Redevelopment Law.

The Community Redevelopment Law ("CRL") obligates the City to determine the sale or rental price of redevelopment land at its "highest and best use consistent with the redevelopment plan." (Health & Saf. Code, § 33433, subd. (a)(2)(B)(ii).) *If the City (specifically, the Successor Agency)* may not consider other offers for Successor Agency-owned parcels, it cannot fulfill this obligation of CRL "expeditiously," as CRL requires (Health & Saf. Code, § 34177, subd. (h).) Moreover, "[i]n the absence of proof to ***67** the contrary, the highest and best use of property is presumed to be its current use." (City of Los Angeles v. Decker (1977) 18 Cal.3d 860, 867.) Whereas the Mayor argued use of Project site parcels for housing is "a total sham" (AR 960), at least two of the parcels within Project boundaries are already used as residences. (JA 937-940.) Dozens of other parcels had been leased for parking purposes until April 2017 when the City terminated the lease for them. (AR 428-445.) These and other parcels could be used for their current or recent use. However, the ENA prohibits consideration of offers (AR 8) or their disposition (AR 18).

4. The ENA Would Prevent the City From Pursuing a Project Alternative Complying with the Surplus Lands Act.

***68** The Surplus Lands Act requires the City to be able to explore alternative land uses to the Project as it requires surplus public land to be offered for affordable housing, schools, or open space before being offered for a private commercial proposal such as the Project. (Gov. Code § 54222.)[15] One public commenter raised the Surplus Lands Act (AR 953) and another suggested recreational use of the parcels, among other suggestions (AR 956). Because the City cannot offer the City, Successor Agency, or Parking Authority-owned Project parcels[16] to other entities prior to negotiating with the Project proponent (AR 8 and 18), it would be unable to comply with the Surplus Lands Act while the ENA remains in effect.

***69 5. Case Law Subsequent to Save Tara Shows How Agreements May be Reached That Preserve the Public Agency's Unconditional Discretion to Consider and Choose Alternatives.**

***70** *In Cedar Fair, L.P. v. City of Santa Clara* (2011) 194 Cal.App.4th 1150 ("Cedar Fair"), the Court of Appeal considered a public agency approval of a term sheet for a sports arena, a stadium for the San Francisco 49ers football franchise. However, even though a term sheet between the developer and the City of Santa Clara was lengthy and detailed, the court properly upheld it because it did not involve terms that foreclosed the public agency's unconditional ability to consider alternatives.[17] The court held that the stadium term sheet did not commit the city to the project, and thus prior environmental review was not required. "[T]he term sheet, even considered together with the alleged circumstances, did not preclude any alternative or mitigation measure that would ordinarily be part of CEQA review." (*Cedar Fair, supra,* 194 Cal.App.4th at 1173.) Instead, the City of Santa Clara made sure the term sheet unconditionally allowed it to "select other feasible alternatives to avoid significant environmental impacts." (*Cedar Fair, supra,* 194 Cal.App.4th at 1169.)

In contrast with the term sheet in *Cedar Fair,* the ENA in the present case does not have any provision expressly reserving the right to select other feasible alternatives unconditionally as the term sheet in Cedar Fair does. Instead, the City only retains discretion conditionally: "*If the Proposed Project is found to cause significant adverse impacts that cannot be mitigated,* the Public Entities retain absolute discretion to require implementation of mitigation measures, modify the Proposed Project or select feasible alternatives to mitigate or avoid significant adverse environmental impacts." (AR 16 [ENA section 7], emphasis added.) In the event the Project has significant adverse impacts that can be mitigated, this conditional provision would not allow the City to choose an alternative or reject the Project, and therefore violates CEQA.

By entering into the ENA, the City foreclosed its ability to make a good faith offer to dispose of parcels of property for affordable housing, recreational use, educational or other purposes. (AR 8 and 18.)

E. The Approval of the ENA Itself Is A "Project" Subject to CEQA Because It Could Have Environmental Impacts.

The City approved the ENA's prohibition on considering proposals or dispositions of any Project parcels without any prior ***71** CEQA review. Approval of a prohibition on development in one area of a jurisdiction can have potential environmental impacts so that such an approval is a project that requires prior CEQA review. Thus, even if the Court finds that the ENA's approval was not an essential step in the City's consideration of the Clippers' arena, the ENA itself and standing alone was a "project" requiring environmental review. The City's failure to conduct environmental review prior to approving the ENA violated CEQA.

In Muzzy Ranch Co. v. Solano County Airport Land Use Com. (2007) 41 Cal.4th 372, the Supreme Court determined that a plan that prohibited residential development in one area was a project within the meaning of CEQA. (Id. at 382 ["a government agency may reasonably anticipate that its placing a ban on development in one area of a jurisdiction may have the consequence, notwithstanding existing zoning or land use planning, of displacing development to other areas of the jurisdiction."])

The Supreme Court recently expanded upon the applicable concept: "limitation of development in the relevant area to existing

approved levels could cause intensified development in other parts of the county [is] a phenomenon referred to as 'displaced development.'" (Union of Medical Marijuana Patients, Inc. v. City of San Diego (---P.3d---, Cal., Aug. 19, 2019, *72 No. S238563, 2019 WL 3884465, at *11 ("UMMP"), *citing* *Muzzy Ranch, supra,* 41 Cal.4th at p. 382.) The Supreme Court explained:

> *Muzzy Ranch* clearly requires a public agency to consider the substance of a proposed activity in determining its status as a project.

(*UMMP, supra,* 2019 WL 3884465, at *13. Applying the foregoing test, Supreme Court concluded the City of San Diego erred in determining that the adoption of an ordinance authorizing the establishment of medical marijuana dispensaries and regulating their location and operation was not a project. (Ibid.)

CEQA also requires analysis of the potential creation of blight. (*American Canyon Community United for Responsible Growth v. City of American Canyon* (2006) 145 Cal.App.4th 1062.) Physical deterioration of an area caused as an indirect impact of approval of development is subject to CEQA review. (Id. at 1081.)

Here, the ENA prohibits development or disposition on numerous parcels of public property located throughout a broad swath of Inglewood for a period of at least three years. (AR 8 and 18.) Preventing the development of this public property, or its use for productive activities such as event parking pursuant to the Parking Lease that had been broken (AR 452 et seq.) or development of a public recreational center as had been proposed *73 (AR 954 [proposing "community investments..." such as youth centers"]; AR 956 [YMCA]; AR 84; AR 90-91), could result in blighting the Project parcels and displaced development elsewhere. In both Muzzy Ranch and UMMP, the indirect effect of displaced development was recognized as qualifying an activity as a project. City officials in the present case claimed the parcels involved "have been in the possession of the city as long as 25 or 30 years with no use (AR 115), but there is no evidence the City offered the parcels to any entity or requested proposals prior to entering the ENA with Murphy's Bowl. Because the ENA prevents the productive usage of publicly owned parcels for at least the three-year term of the ENA, it could displace development from those parcels and its approval is a project approval that required prior environmental review pursuant to CEQA. As underscored in UMMP and Muzzy Ranch, an activity that affects future development projects in a jurisdiction as the ENA affects development distribution within the City, is a project within the meaning of CEQA.

VII. Conclusion

The City approved an essential step for the Clippers arena Project when it approved the ENA for it in June, July, and August of 2017. The ENA's terms prove the City has foreclosed feasible alternatives, and conduct by City officials at first to hide negotiations and then to publicly advocate for and defend the *74 Project against criticism has confirmed the overwhelming political and bureaucratic momentum created for the Project exemplified by approval of the ENA. The hurried and ill-publicized process of initially adopting the ENA, the content of the ENA, the public statements, and the conduct of City officials show decisively that the City took steps to move the Project forward that were essential for the Project, and required a CEQA analysis after, not before, these steps were taken. Environmental review pursuant to CEQA should have been conducted prior to the ENA approval. To prevent the heavy thumb on the scale of precommitment to the Project as proposed during further Project environmental evaluation, the ENA approval, including its provisions restricting consideration of alternatives, must be set aside.

Footnotes

[1] The original ENA was approved by the City Council on June 15, 2017 (AR 33-57), and is herein referenced as "June

ENA." As explained infra, the City re-approved the ENA in July 2017. A significantly revised ENA was approved on August 15, 2017 (AR 5-26).

2 Newspaper accounts in February 2019 reported the Mayor of Inglewood met with several Clippers representatives to discuss the arena Project proposal on June 24, 2016, and that a series of email exchanges ensued after that meeting focused on Inglewood properties. (Request for Judicial Notice in Support of Appellants' Opening Brief Exhibit A.)

3 Although Petitioner undertook extensive efforts in the trial court to obtain relevant communications about the Clippers arena Project (JA 153-173), the administrative record certified by the City leaves many of the facts about the Project's development shrouded in secrecy. The earliest draft of the ENA is attached to an email dated May 9, 2017 (AR 574-599), nearly five months after negotiations purportedly began in January 2017 (AR 564).

4 Subsequent reports reveal the precise Project location was known as early as June 28, 2016, when it was referred to as "super confidential" with the code name "eagle" and included "three blocks highlighted in a map attached to the email [between Clippers representatives]." (Request for Judicial Notice, Exhibit A, p. 6.)

5 The Los Angeles County District Attorney investigated the City's June 15, 2017 meeting for violation of the Brown Act and determined 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." (Request for Judicial Notice Exh. B.) The District Attorney further stated:
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.
(Request for Judicial Notice in Support of Appellant's Opening Brief, Exh. B, p. 2.)

6 Petitioner requested notice of these two contemporaneous Los Angeles Times articles published in August 2017. (JA 757-767.) This request was denied. (JA 831.) Petitioner requests judicial notice of these articles as part of the factual circumstances surrounding Project approval that explain some changes in the August ENA.

7 At least two residential parcels remain within the proposed Project area, as shown on the proposed Project area map included with the ENA (AR 4; see JA 932-940.) The Public Resources Code identifies the two parcels of residentially-used property (Los Angeles County Assessor parcel numbers ("APN") 4032-008-002 and 4032-008-006) for inclusion in the Project. (Pub. Resources Code § 21168.6.8 subd. (a)(5)(A); see JA 938, 940 [matching APN numbers to street addresses and locations].)

8 While this lawsuit was pending, a second piece of special legislation for the Project, AB 987, was introduced. This legislation, significantly different from SB 789 in that it preserved consideration of alternatives and various impacts among other differences, passed and was codified in Public Resources Code section 21168.6.8.

9 The applicable page numbers of the Joint Appendix are in the middle of each Joint Appendix page.

10 The court in *Culligan Water Conditioning v. State Bd. of Equalization* (1976) 17 Cal.3d 86 noted that little weight would be attached to an argument that was merely a litigating position in a particular matter. (Id., p. 93.)

11 Inglewood's Mayor met with Clippers representatives about the arena Project in June 2016. (Request for Judicial Notice, Exh. A.)

12 The City anticipated in a scoping meeting presentation that the draft EIR would be complete by the winter of 2019 with the final EIR complete in the summer of 2019. (JA 953.) Petitioner requested judicial notice of this document (JA 912 et seq.), which was denied by the trial court as irrelevant (JA 1157). Petitioner requests judicial notice of this document as probative of the City's intention to review and approve the Project EIR while bound by the ENA terms.

[13] SB 789 was rejected in legislative committee (AR 938), which may be interpreted as a reaffirmation that alternatives to the Project design and location must be vetted in a properly conducted CEQA review process. (*Sterling v. City of Oakland* (1962) 208 Cal.App.2d 1, 6.)

[14] During a City Council hearing, the Mayor stated: "*I don't know of any other city that gets paid $1.5 million dollars to negotiate*." (AR 165, emphasis added). This enthusiasm for the payment demonstrates the weighty influence Murphy's Bowl's contribution had on City official decision making.

[15] The Surplus Lands Act defines "surplus land" as "land owned by any local agency, that is determined to be no longer necessary for the agency's use ...." (Gov. Code § 54221 subd. (b).)

Government Code Section 54222 provides the procedures to be followed when a local agency disposes of surplus land. In relevant part, this section provides:

Any local agency disposing of surplus land shall send, prior to disposing of that property, a written offer to sell or lease the property as follows:

(a) A written offer to sell or lease for the purpose of developing low- and moderate-income housing shall be sent to any local public entity... within whose jurisdiction the surplus land is located. Housing sponsors... shall be sent... a written offer to sell or lease surplus land for the purpose of developing low- and moderate-income housing...

(b) A written offer to sell or lease for park and recreational purposes or open-space purposes shall be sent:... [to park, recreation, and related entities]

(c)-(e) [Written offers to sell or lease land suitable for school facilities or purposes, enterprise zone purposes, or infill development]

[16] A map depicting the various City entity ownerships of parcels was attached to the June ENA. (AR 57).

[17] The court in *Cedar Fair* gave little weight to the circumstances surrounding the term sheet including alleged Santa Clara officials' statements indicating their view the term sheet was binding. (*Cedar Fair, supra,* 194 Cal.App.4th at 1172.)

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2019 WL 6065564 (Cal.App. 2 Dist.) (Appellate Brief)
Court of Appeal, Second District, California,
Division 7.

INGLEWOOD RESIDENTS AGAINST TAKINGS AND EVICTION, Appellant and Petitioner,
v.
CITY OF INGLEWOOD, Successor Agency to Redevelopment Agency of the City of Inglewood, Inglewood Parking Authority, and Oversight Board to the Successor Agency to the Inglewood Redevelopment Agency, Respondents and Defendants,
MURPHY'S BOWL LLC, Respondent and Real Party in Interest.

No. B296760.
November 12, 2019.

Appeal from Judgment Entered in Favor of Respondents Los Angeles Superior Court Case No. BS170333
Honorable Judges Amy Hogue and Mitchell L. Beckloff

Appellant's Reply Brief

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GUIDELINES

***10 I. Introduction.**

Respondents provide multiple excuses for why they may unduly procrastinate in preparing environmental review prior to construction of the Clippers Basketball Arena Project ("Arena Project"). None of their rationalizations for procrastination are valid. Their arguments are based in clear misinterpretations of the law. Respondents' principal argument may be summarized as follows: although the Arena Project may be a "project" within the meaning of the California Environmental Quality Act ("CEQA") for which environmental review would eventually be required, the exclusive negotiation agreement ("ENA") with the Clippers' entity Murphy's Bowl LLC, which Respondents' indisputably approved, did not constitute a "project approval" within the meaning of the CEQA. Respondents' theory is that approval of the ENA did not commit them to a definite course of action with regard to the Arena Project. They further argue that the approval of the ENA itself, while clearly an "approval" within the meaning of CEQA, was not a CEQA-triggering project approval because the ENA is not a "project." Respondents are wrong on all counts.

In arguing that the ENA does not constitute a project approval, Respondents rely on an incomplete and inaccurate view of the law. They state that because the ENA "explicitly conditioned" future approval of the Arena Project on CEQA compliance and Respondents ostensibly retained discretion with regards to CEQA compliance, there was no commitment to the Arena Project. (Opposition Brief ("Opp."), p. 25.) Respondents overlook the fact that specific terms of the ENA, in conjunction with the surrounding circumstances, show otherwise. As the California Supreme Court held in *Save Tara v. City of West Hollywood* (2008) 45 Cal.4th 116 ("*Save Tara*"), these surrounding circumstances are critical to evaluating whether an agency ***11** has committed itself to a project. (*Id.* at 132.) Recent case law focuses on "conduct detrimental to further fair environmental analysis." (*John R. Lawson Rock & Oil v. State Air Resources Board* (2018) 20 Cal.App.5th 77, 99 ("*Lawson Rock*").)

By agreeing to exclusivity of negotiations (Administrative Record ("AR"), 8 [ENA section 2(a)]) and non-transfer (AR 18 [ENA section 11]) of project parcels owned by the Respondents for a period of at least three years, and restricting their absolute discretion to deny the project for any reason (AR 16 [ENA section 7]), the Respondents made definite, enforceable commitments that foreclosed alternatives in a way that should have followed, not preceded, environmental review.

In addition to the commitments manifested within the four corners of the ENA, numerous surrounding circumstances demonstrate Respondents' strong commitment to the Arena Project. Respondents revised and approved the ENA several times to reach an agreement that (1) places Respondents at a significant negotiating disadvantage with exclusivity, non-transfer, and unilateral termination provisions favoring Murphy's Bowl; (2) strikes against their own monetary interest by preventing reentry into a parking lease; and (3) provides Murphy's Bowl with exclusive, uninhibited access to contiguous swaths of public land. Respondents' engaged in secret negotiations, undertook concerted efforts to reduce public notice, violated the Brown Act, and promoted and defended the Arena Project in order to push it forward. These surrounding circumstances demonstrate

Respondents' commitment to the Arena Project and flagrant disregard for public participation in further fair consideration of environmental analysis. Therefore, their formal approval of the ENA, the first set of discretionary approvals related to the Arena Project, was an approval of the Arena Project as a practical matter.

***12** Further, the ENA itself was a "project" within the meaning of CEQA because its approval is the type of activity that could lead to environmental changes. As such, Respondents' approval of the ENA constitutes a project "approval" within the meaning of CEQA, meaning that Respondents were obligated to perform an environmental analysis - at the very least, an initial study - prior to approving the ENA. The ENA approval must be set aside.

II. Summary of Facts.

Respondents present a melange of factual assertions and argument as part of their Summary of Facts. (Opp., pp. 11-18.) Appellant addresses these assertions in the argument section of this Reply brief.

III. Standard of Review and Trial Court Opinion.

Respondents quote, but do not recognize the significance of the line drawn in *Save Tara* in stating a public agency must not *"take any action"* that significantly furthers a project "in a manner that forecloses alternatives or mitigation measures that would ordinarily be part of CEQA review of that public project." (Opp., p. 20, citing *Save Tara, supra,* 45 Cal.4th at 138, emphasis added.) Notably, the Court did not merely caution against public agencies committing to a definite course of action. Rather, it forbids any action that significantly furthers a project in a manner that forecloses alternatives: an agency should not *"effectively preclude any alternatives or mitigation measures that CEQA would otherwise require to be considered, including the alternative of not going forward with the project."* (*Save Tara, supra,* 45 Cal.4th at 139.) This holding gives almost equal weight to the question of whether alternatives have been precluded as it does to the question of whether the agency has committed itself to the project as a whole.

***13** Respondents also quote a portion of the trial court opinion stating "[T]he ENA does not commit the City to a definite course of action." (Opp., p. 19.) While examining for a commitment to a definite course of action is relevant, it is not the only inquiry. In *Save Tara,* the Supreme Court rejected the view that a legally binding commitment was required to find a project approval. Additionally, the Supreme Court directed courts to examine the "surrounding circumstances" of the agency's action, to see if it made a commitment as a practical matter. (*Save Tara, supra,* 45 Cal.4th at 132.)

A portion of the trial court opinion stated it had considered "All surrounding circumstances" but did not find they "demonstrated a commitment by the City to a definite course of action." (Opp., p. 19.) Of course, in a CEQA case involving issues of law, "the appellate court reviews the agency's action, not the trial court's decision." (*Vineyard Area Citizens for Responsible Growth v. City of Rancho Cordova* (2007) 40 Cal.4th 412, 427.) "[T]he timing question...is one of law." (*Save Tara v. City of West Hollywood* (2008) 45 Cal.4th 116, 131.) Surrounding circumstances are a factor in determining if an agency has approved a project "as a practical matter," which is a different question from a determination of whether an agency has committed to a definite course of action. The extent of agency advocacy and defense of the project is also critical to the analysis. (*Save Tara, supra,* 45 Cal.4th at 141.)

Respondents rely heavily on *Concerned McCloud Citizens v. McCloud Community Services Dist.* (2007) 147 Cal.App.4th 181 ("McCloud") throughout their brief (Opp., pp. 10, 31, 36-37, 40-41) as the trial court did in its ruling (Joint Appendix ("JA") 1118, 1120, 1122, 1123, 1126, 1129). Respondents fault Appellant for not citing *McCloud* "at all" in its opening brief. (Opp., p. 10, fn. 2.) The *McCloud* decision is not controlling because the ***14** Supreme Court limited it to its "unique circumstances" in *Save Tara.* Of *McCloud* and another decision, the Supreme Court stated:

Without questioning the correctness of *Stand Tall* and *McCloud* on their facts, we note that each case involved particular circumstances limiting the range of its logic; neither convinces us a broad rule exists permitting EIR preparation to be postponed in all circumstances by the use of a CEQA compliance condition... *McCloud* [] speaks as much to *definiteness* as to commitment and does not establish that a conditional agreement for development never constitutes approval of the development.

(*Save Tara, supra,* 45 Cal.4th at 133, emphasis in original.) This limitation was recognized by the Court of Appeal in *RiverWatch v. Olivenhain Municipal Water Dist.* (2009) 170 Cal.App.4th 1186, which stated "Save Tara likewise limited [McCloud] to its particular circumstances." (Id. at 1209.) Decided as it was before *Save Tara, McCloud* did not address the "surrounding circumstances" inquiry mandated by *Save Tara,* an inquiry that completes the picture of the "definiteness" of a project. Therefore, focus on the Supreme Court ruling in *Save Tara,* rather than a single 2007 appellate court case that Save Tara essentially limited to its facts, is appropriate.

Lawson Rock, supra, 20 Cal.App.5th 77, discussed by Appellant (Appellant's Opening Brief ("AOB), p. 43) but never distinguished by Respondents, provides more recent, precise, and controlling guidance as to the proper application of *Save Tara.* As stated in *Lawson Rock,* the Supreme Court in Save Tara noted that "limiting [a finding of agency] approval to unconditional agreements would ignore situations where bureaucratic and financial momentum had built irresistibly behind a proposed project, creating a strong incentive to ignore environmental concerns." (*Lawson Rock, supra,* 20 Cal.App.5th at 100 citing *Save Tara, supra,* at 136.) In *Lawson Rock,* the court held that conduct that prejudices further fair environmental analysis is ***15** "'opening the way' [that] can trigger CEQA where it constitutes an approval." (*Id.* at 98.) *"Approvals under CEQA, therefore, are not dependent on 'final' action by the lead agency, but by conduct detrimental to further fair environmental analysis."* (*Id.* at 99, emphasis added.)

IV. ARGUMENT: Respondents Violated CEQA By Failing to Conduct Environmental Review Prior to Approval of a Project.

A. Sufficient Project Detail Existed to Conduct Meaningful Environmental Review Prior to ENA Approval; Such Review Would Not Have Been Premature Or Illegal.

1. Respondents' Position That Every Project Detail Necessary For Environmental Review Must Be Available at the Start of Review is Unreasonable and Contrary to Law.

In reviewing the issue of the proper timing of environmental review, the quality of available information is a factor to consider. (*Save Tara, supra,* 45 Cal.4th at 130-31.). In *Fullerton Joint Union High School Dist. v. State Board of Education* (1982) 32 Cal.3d 779, the Supreme Court rejected the argument that environmental analysis would be premature before specifications for a new high school were developed, because delaying environmental analysis would "as a practical matter" preclude the alternative of continuing the status quo. (*Id.* at 797.) Thus, the Board of Education was required to conduct an initial study prior to approval of the plan. (*Id.* at 794, 798.) In the present case, Respondents reject the need for ***16** an initial study, conceding only that an EIR would be required before the Arena Project could be built. (AR 172, citing Cal.Code Regs., tit. 14 ("Guidelines") § 15063 subd. (a).)

Respondents argue environmental review would have been premature without detailed project specifications. (Opp., p. 13). However, CEQA does not demand such a high level of project design merely to begin environmental review. (*Save Tara, supra,* 45 Cal.4th at 139.) Respondents assert that "[before environmental review can begin, there must be enough information on which to base an adequately detailed project description." (Opp., p. 22.) The case Respondents rely upon involves an inadequate description within a draft EIR itself, not information available at the start of the EIR review process. (*San Joaquin Raptor Rescue Ctr. v. Cty. of Merced* (2007) 149 Cal.App.4th 645, 654-65.) Meaningful review can be done even if not all the hypothetical details of a proposed project are available. (*City of Antioch v. City Council* (1986) 187 Cal.App.3d 1325, 1336-1337.) CEQA is not designed to "freeze the ultimate proposal in the precise mold of the initial project"; instead, it provides sufficient flexibility for a project to evolve during the public review process. (*Citizens for a Sustainable Treasure Island v. City and County of San Francisco* (2014) 227 Cal.App.4th 1036, 1062.) If every detail about a project had to be known before review was begun, an agency could argue at each step of cascading approvals until final approval that more must be known, so commencement of environmental review has to be further delayed. This procrastination rationale must be rejected as contrary to Save Tara (Save Tara, supra, 45 Cal.4th at 134) and would impermissibly allow public agencies to precommit to projects long before conducting review.

CEQA requires an EIR to disclose the location and boundaries of the proposed project and "a general description" of its characteristics. *17 (Guidelines § 15124.) Respondents emphasize that the Arena Project facility's "specific capacity was not yet known" as it varied from 18,000 to 20,000 seats (Opp., p. 13, citing AR 6.) The relatively minor difference in seating capacity would not prevent disclosing meaningful information to the public. Respondents contrast *Fullerton, supra,* 32 Cal.3d 779, by saying that it involved an "approved project" with scope and detail already determined. (Opp., p. 28.) But in *Fullerton,* the high school specifications were not yet determined. (*Fullerton, supra,* 32 Cal.3d at 797.)

Respondents claim "No actual project proposal" had addressed additional commercial or other development or construction details such as soils condition. (Opp., p. 13.) Respondents advocate determining details to a high level of finality but the types of issues such as transportation, access, and parking mentioned by Respondents (Opp., p. 14) are exactly what should be analyzed as design options within an EIR.

Respondents claim the actual size of the Project site in the Notice of Preparation ("NOP") "was significantly smaller than the Study Area." (Opp., p. 18.) This is an ex post facto excuse for procrastination; enough was known about the Project size at the time of the August ENA to conduct review. The main difference between the Study Area in the ENA (AR 4) and the Project site in the NOP (AR 174) was the omission of some parcels labelled "Potentially Participating Parcels" from the NOP map project boundaries. The Supreme Court has of course cautioned against delaying environmental review merely because every single detail is not available. The Supreme Court in *Save Tara, supra,* 45 Cal.4th at 134 emphasized that approval is an agency's "earliest commitment" to a project and when it "first exercises" its discretion to execute a contract. (*Id.* at 134, quoting Guidelines section 15352 subd. (b), emphasis in original.) Here, Respondents unjustifiably delay *18 environmental review for the Arena Project despite the existence of sufficient information about its location and parameters. With the facts of this case, such procrastination violates CEQA.

2. Extensive Project Related Information Was Available Outside the ENA.

Respondents claim the "ENA contains virtually none of the information necessary for environmental review." (Opp., p. 23.) However, in addition to the ENA, the record reveals the availability of extensive information about potential environmental impacts. (AOB, pp. 18-20.)

Respondents deny comparison to the nearby Forum would provide any useful information. (Opp., p. 23, fn. 10.) Yet, the Forum's operational impacts, with a similar capacity of approximately 17,000 people (AR 385), would provide analogous information about traffic, air quality, and other impacts for a 18,000-20,000 seat arena.[1] According to the Mayor, there are 17,658 trips (a very specific number) inbound to the Forum on event days. (AR 165.)

***19 3. Respondents Were Not "Legally Incapable" of Conducting Environmental Review Prior to Approving an ENA.**

Respondents further assert the trial court correctly found the City[2] was "legally *incapable* of conducting appropriate environmental review." (Opp., p. 19, emphasis in original.) In reality, the trial court opined that insufficient information existed to conduct meaningful review, not that the City was legally incapable of review. (JA 1156-57.) Even this conclusion was incorrect.

Sufficient information existed to conduct meaningful review. The precise location of the overall proposed project was well known at the time of the August ENA even if building locations were not specified. (AOB, pp. 18-19.) The August ENA had narrowed down project boundaries to four city blocks. (AR 4; see also Appellant's Request for Judicial Notice in Support of Opening Brief ("RJN") Exh. A [project site code named "eagle" in secret June 2016 meeting].) The Site described in the NOP (AR 169-170) is nearly identical to the Site described in the August ENA (AR 5). Further, the Project's main activity (basketball games) and capacity (18,000 to 20,000 seats) and "ancillary uses" were well known, and did not change between the ENA (AR 5-6 and AR 6, respectively) and the NOP (AR 170-171).[3]

***20** Respondents claim that when the Arena Project comes before the City Council, it will come with a final environmental impact report ("EIR"). (Opp., p. 11.) That is irrelevant where Respondents impermissibly precommited to the Arena Project prior to any form of compliance with CEQA. (*Save Tara, supra,* 45 Cal.4th at 126 [EIR prepared during pendency of lawsuit did not moot case or salvage improper precommitment].) Respondents' intention for future environmental review is not dispositive. (*Save Tara, supra,* 45 Cal.4th at 139.)

B. The ENA Improperly Foreclosed Analysis of Alternatives and Limited Respondents' Discretion That Would Normally Be Part of the Environmental Review Process.

Respondents summarize Appellant's case as asserting "environmental review of the Project should have been completed before the City executed the ENA." (Opp., p. 22.) CEQA cannot be an afterthought to project approval. (*Laurel Heights Improvement Association of San Francisco, Inc v. Regents of the University of California* (1988) 47 Cal.3d 376, 394 and 425 *("Laurel Heights I")* [condemning using EIRs as "*post hoc* rationalizations" for decisions already made], citing *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal.3d 68, 79.) The Supreme Court stated: "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." (*Laurel Heights I, supra,* 47 Cal.3d at 394.) Here, the timing of Respondents delaying an EIR raises the distinct possibility that the future EIR on the Arena Project will only be a post-hoc rationalization for a commitment that has already been made to its approval.

***21** Respondents could have easily negotiated and approved an ENA without foreclosing consideration of alternatives as required during the environmental review process, just as they could have refrained from taking actions evincing a strong commitment to the Arena Project as a practical matter prior to environmental review. Such an ENA would have been permissible. However, through the terms of the ENA and the overwhelming political and bureaucratic momentum given to the Arena Project, Respondents prevented themselves from genuinely considering alternative uses of the site or alternative locations for the Project. This violates CEQA.

Respondents also mischaracterize Appellant's argument as requiring that environmental review be completed before sufficient information was available. (Opp., p. 24.) Appellant cites *Citizens for Responsible Government v. City of Albany* (1997) 56 Cal.App.4th 1199, 1219 *("Albany")* because it is instructive in the requirement to avoid foreclosing alternatives. While facts of that case were different - a development agreement was approved before environmental review - the principles that the *Albany* case established are sound. They were carried forward with approval and adopted by the Supreme Court in *Save Tara, supra,* 45 Cal.4th at 137-138. In *Save Tara,* the respondent City of West Hollywood planned later environmental review and further approval. (*Id.* at 132.) However, the Court was not persuaded that such an intention to conduct future review was sufficient to salvage the City of West Hollywood's impermissible approval of a project without first conducting environmental review.

***22 C. Exclusive Negotiating Agreements Are Not Typical Arrangements in Public Agency Contracting, Especially for Disposition of Publicly Owned Land.**

Respondents' willingness to agree to exclusivity in negotiating the potential transfer of extensive tracts of public property to a private entity is a surrounding circumstance indicating commitment as a practical matter to the Arena Project. Respondents claim it is "typical" for a public agency to agree "not to consider other potential development" for a study area during an exclusive negotiating period. (Opp., p. 15.) Respondents cite no evidence or cases to support this bold but incorrect claim. For a public agency to agree not to consider other potential options for disposal of public land is far from typical, especially for a three-year period of time. The alternatives analysis in an EIR has been described as the "heart" of the EIR. (*Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 564.) Alternatives are required to be potentially feasible. (Guidelines § 15126.6 subd. (a); *Save Round Valley Alliance v. County of Inyo* (2007) 157 Cal.App.4th 1437, 1457.) Therefore, alternatives cannot be effectively foreclosed by an agreement not to discuss alternatives with, or transfer property to,

third parties.

***23** Respondents aver "DDAs are commonly executed in connection with large or complex developments." (Opp., p. 15, fn. 7.) While this statement about DDAs may be true[4], it is not true that Exclusive Negotiating Agreements, or ENAs, are commonly executed by public agencies disposing of public property. ENAs are unusual in the lexicon of common law. In extensive California caselaw, there is apparently mention of the phrase "Exclusive Negotiating Agreement" in only nine published cases.[5] Only two of these cases involve CEQA review (*Save Tara, supra,* 45 Cal.4th 116 and *City of Santee v. County of San Diego* (2010) 186 Cal.App.4th 55) and neither of these two cases actually involved ENAs. *No courts have upheld an ENA against a challenge that it unlawfully foreclosed consideration of alternatives to a project under CEQA.*

***24** Respondents claim, without citation to facts or law, "it is appropriate for a city and developer to execute an exclusive negotiating agreement" as part of an early engagement. (Opp., p. 26.) When dealing with the possible transfer of public property to a private commercial entity, it is not "appropriate" to create significant disadvantages for the public agency seller by limiting the available market of buyers. But that is the effect of the exclusivity and non-transfer provisions in the ENA. ("Understanding Exclusive Negotiation Periods In Business Negotiations," Pon Staff, Harvard Law School Program on Negotiation, May 20, 2019.)[6] By entering into the ENA, which prohibits negotiations with any other parties or transfer of its land to any third parties other than Murphy's Bowl, the public agency Respondents have improperly constrained themselves.

Both the self-imposed constraints precluding consideration of alternative uses for the Project site and Respondents' other actions lending overwhelming bureaucratic and political momentum to Arena Project approval are fundamentally "detrimental to further fair environmental analysis." (*Lawson Rock, supra,* 20 Cal.App.5th at 99.) They are a crucial part of the "surrounding circumstances" that evidence improper precommitment.

D. Respondents Committed to a Definite Course of Action as a Practical Matter Even While Claiming to Reserve Discretion to Deny the Project.

Appellant argued the ENA constituted an approval of the Arena Project because the ENA, along with surrounding circumstances, committed Respondents to the Arena Project as a practical matter. (AOB, pp. 43-44, and 49-50.) Respondents argue the ENA was "explicitly conditioned on compliance with CEQA." (Opp., p. 25.) Respondents' efforts to retain theoretical discretion is nothing more than a fig leaf and cannot salvage their approval from being a practical commitment to the Arena Project and therefore a Project approval. (*Save Tara, supra,* 45 Cal.4th at 139 [future environmental compliance relevant but not determinative].)

Respondents argue evidence of commitment in *Save Tara* included the commitment by the City of West Hollywood to loan a developer half a million dollars, resulting in a direct financial investment. (Opp., p. 25.) In *Save Tara,* a direct financial investment was not the only circumstance that evidenced improper precommitment. There was also evidence of improper ***25** precommitment because the City of West Hollywood gave substantial political and bureaucratic momentum to a project. (*Save Tara, supra,* 45 Cal.4th at 141-142.)

Respondents misinterpret the Supreme Court's recognition that public agencies routinely "cooperate with developers to shape a project" before an environmental impact report is drafted. (Opp., p. 26.) While that may be true, agencies do not generally prevent themselves from negotiating about or transferring public property they own as Respondents have done here through the exclusivity (AR 8 [ENA section 2(a)]) and non-transfer (AR 18 [ENA section 11]) provisions of the ENA. The Supreme Court recognized privately conducted projects often need some form of government "consent or assistance to get off the ground." (*Save Tara, supra,* 45 Cal.4th at 136.) However, no such consent or assistance was necessary in this case where the Clippers organization had substantial wherewithal to move the Project along without any early assistance (AR 971 ["The entire project would be 100 percent privately funded and financed"]) and indeed the Clippers gave the City $1.5 million to give momentum to the Project (AOB, p. 51).

***26** Respondents falsely claim that the Supreme Court "has expressly rejected" the argument that execution of an ENA can be a project approval, claiming unreservedly that an ENA is "*not* a project approval that must be preceded by environmental

review." (Opp., p. 27.) This misstates the law. The Supreme Court merely recognized that an amicus brief argued ENAs and other types of agreements are often reached. However, the Court declined to adopt a bright-line test for when a public agency approves a project, holding: *"[W]e express no opinion on whether any particular form of agreement, other than those involved in this case, constitutes project approval"* (*Save Tara,* 45 Cal.4th at 137, emphasis added.) Thus, far from establishing a bright-line rule that exempts ENAs from CEQA (Opp., p. 27), the Court made clear that the facts of a case, not any particular form of agreement, determine whether CEQA applies.[7] *Save Tara's* statement that "*Not all such efforts* require prior CEQA review" (Opp., at p. 26, quoting *Save Tara, supra,* 45 Cal.4th at 136, emphasis added) undercuts Respondents' arguments as the Court's use of the phrase "Not all such efforts" clearly implies many "such efforts" *do* require prior CEQA review.

Respondents seek to counter the principle stated in *Fullerton, supra,* 32 Cal.3d 779, that before an agency takes an essential step for project approval, it must conduct environmental review. (Opp., p. 27.) Respondents claim the approval in Fullerton would "necessitate construction of a new school." (Opp., p. 27.) Whether an approval would necessitate changes with environmental impacts was not the test. Rather, the question was whether the action taken was an essential step in the process of project construction. (Id. at 797.)

Respondents argue the August ENA contemplates "full environmental review before any actual development can be approved." (Opp., p. 28.) However, this contemplation of future environmental review does not justify failing to conduct environmental review prior to project approval. (*Save Tara, supra,* 45 Cal.4th at 136.) Respondents claim *Fullerton,* supra, 32 Cal.3d 779 involved a project "with their scope and detail already determined." (Opp., p. 28.) This is clearly untrue. In Fullerton, the Board of Education argued that environmental analysis would be premature as ***27** *specifications for the new high school had not yet been developed.* (Id. at 797.) The Supreme Court rejected the argument that review would be premature.

E. Cases Following *Save Tara* Have Not Unequivocably Affirmed Public Agencies Can "Go Much Further" Than Execution of an ENA Without Environmental Review.

Respondents argue cases subsequent to *Save Tara* have affirmed public agencies can go further than execution of an ENA without risking premature approval. (Opp., p. 29.) Respondents' overbroad assertion misstates the law and relies on an interpretation of the case law that omits consideration of the unique facts of the older cases they cite, as explained below.

1. Binding Commitments Are Not a Prerequisite to Project Approval.

Respondents extensively rely on *Cedar Fair, L.P. v. City of Santa Clara* (2011) 194 Cal.App.4th 1150. (Opp., pp. 29, 35, 48.) In Cedar Fair, the Court of Appeal held that a city and redevelopment agency's approval of a stadium term sheet did not constitute an "approval" for the purposes of CEQA, and thus did not mandate that the agencies prepare an EIR. (*Cedar Fair, supra,* 194 Cal.App.4th 1150, 1175.)

Even while the court in *Cedar Fair* recognized the principle that alternatives should not be foreclosed (id. at 1165), the court relied on the theory that a binding contractual commitment is necessary to find a project had been approved. (*Id.* at p. 1171 ["...City of West Hollywood *contractually bound* itself to sell land for private development conditioned upon CEQA compliance, or *Riverwatch,* where the water district *contractually* bound itself to deliver water for 60 years", emphasis added.]) However, in *Save Tara,* the ***28** Supreme Court rejected the idea that "committing to a definite course of action" means that the agency needs to have "contractually bound" itself:

> City and [Real Party in Interest] Laurel Place apparently would limit the "commit[ment]" that constitutes approval of a private project for CEQA purposes (Cal.Code Regs., tit. 14, § 15352, subd. (a)) to unconditional agreements irrevocably vesting development rights. *In their view, "[t]he agency commits to*

> *a definite course of action...by agreeing to be legally bound to take that course of action."* ([Citation].) *On this theory, any development agreement, no matter how definite and detailed, even if accompanied by substantial financial assistance from the agency and other strong indications of agency commitment to the project, falls short of approval so long as it leaves final CEQA decisions to the agency's future discretion. Such a rule would be inconsistent with the CEQA Guidelines' definition of approval as the agency's "earliest commitment" to the project.* (Cal.Code Regs., tit. 14, § 15352, subd. (b), italics added.) Just as CEQA itself requires environmental review before a project's approval, not necessarily its final approval (Pub. Resources Code, § § 21100, 21151), so the guideline defines "approval" as occurring when the agency *first exercises its discretion to execute a contract or grant financial assistance, not when the last such discretionary decision is made.*

(*Save Tara, supra,* p. 134, emphasis added.) If project approval can occur when an agency "first exercises its discretion to execute a contract" as stated by the Supreme Court, the ENA would certainly be the first exercise of discretion to execute a contract. Of course, examination of surrounding circumstances is also necessary, as they complete the picture of agency commitment.

The court in *Saltonstall v. City of Sacramento* (2015) 234 Cal.App.4th 549. (Opp., p. 29) similarly relied on the theory that a binding commitment is needed to find project approval by the public agency, pointing out no breach of contract claim was possible. (*Saltonstall, supra,* 234 Cal.App.4th at 570.) This idea of a binding commitment being a precommitment litmus test was ***29** rejected in Save Tara, which required examination of surrounding circumstances as well as contract terms. (Save Tara, supra, 45 Cal.4th at 134.)

2. Unlike the ENA, the Term Sheets in Cedar Fair and Saltonstall are Not Enforceable Contracts.

The term sheets involved in *Cedar Fair* and *Saltonstall* contain an obvious difference from the ENA in the present case: neither of them was an enforceable contract whereas the ENA in the present case is an enforceable agreement. For example, if Respondents chose to negotiate with, or convey the Project site land to, a third party they would be in breach of the contract. ENAs can be enforced, as any other contract can. (AR 17 [setting governing law]; *Copeland v. Baskin Robbins U.S.A.* (2002) 96 Cal. App. 4th 1251, 1262.)

Furthermore, the language in the term sheet in Cedar Fair reserved discretion unconditionally. (*Cedar Fair, supra,* 194 Cal.App.4th 1150 at p.1169.) In contrast, the ENA in the present case reserves discretion *conditionally.* The ENA includes two conditional "if" clauses that were not present in the *Cedar Fair* term sheet. (AR 16 [ENA Section 7].) Furthermore, the exclusivity provision (AR 8 [ENA Section 2(a)]) and non-transfer provision (AR 18 [ENA Section 11]) of the ENA are not conditioned on anything; they are immediately binding on Respondents. No binding exclusivity or non-transfer provisions are mentioned in Cedar Fair.

Saltonstall v. City of Sacramento, supra, 234 Cal.App.4th 549, is inapposite as well. In *Saltonstall,* the Court of Appeal held that the city of Sacramento did not prematurely commit itself to building a sports arena by signing a term sheet with a sports investor group and acquiring property for the arena. (Id. at 566.) The facts of the present case are very different from ***30** those of Saltonstall: the city in Saltonstall retained "sole and independent discretion" whether to proceed with the project (id. at 568) but Section 7 of the ENA (AR 16) contains qualifications and conditions to the Respondents' discretion. Furthermore, in Saltonstall, there were no exclusivity (AR 8 [ENA section 2(a)]) or non-transfer (AR 18 [ENA section 11]) provisions which would foreclose alternatives that would have otherwise been considered.

3. Surrounding Circumstances Are Critical to Analyzing the Whether a Project Has Been Approved.

The effect of surrounding circumstances is a type of inquiry viewed as critically important by the Supreme Court in Save Tara in evaluating whether an agency approved a project. (*Save Tara, supra,* 45 Cal.4th at 132, 139.) The court in *Cedar Fair,* as it upheld the grant of a demurrer without leave to amend, downplayed such an analysis. The appellate court in Cedar Fair viewed city officials' statements as ineffective to change or color the meaning of a term sheet for stadium construction, no matter what those statements were. (*Cedar Fair, supra,* 194 Cal.App.4th at 1172.) Surrounding circumstances in the present case make it significantly different from *Cedar Fair* as discussed below.

Unlike in *Save* Tara and the present case, *Cedar Fair* did not involve an earlier form of the agreement analogous to the June ENA, which was then extensively changed after litigation was filed to water down the terms, resulting in the August ENA.

Cedar Fair did not involve any irregular activities undertaken by City officials as the present case does. Here, there were concerted efforts to minimize public notice, violations of the Brown Act in the approval of the ***31** June ENA (Appellant's Request for Judicial Notice ("RJN"), Exh. B), a project proponent (Murphy's Bowl) named specifically to elude public attention (AR 825); and a clandestine June 2016 project strategy meeting involving the Mayor/Chairman of Respondents (RJN, Exh. A) a year before Respondents publicly announced the ENA.

Unlike in Save Tara and the present case, *Cedar Fair, supra,* 194 Cal.App.4th 1150 did not involve the public agency inducing an existing tenant to relocate. Here, the City induced termination of an existing parking lease to make way for the Arena Project envisioned in the ENA. (AR 312.)

Unlike in *Save* Tara and the present case, *Cedar* Fair did not involve public official lobbying for legislation that would eliminate CEQA requirements to benefit the speedy approval of a proposed project (AR 182-183) or defending a project against criticism (AR 960; AR 934).

4. Public Participation Is Critical Part of CEQA Review But Respondents Have Hindered that Participation.

Public participation is a critical part of the CEQA review process. (AOB, p. 56.) In *Cedar Fair, supra* 194 Cal.App.4th 1150, early public participation was ensured because an EIR had been released for public review in 2009 contemporaneously with term sheet consideration, and the EIR was certified before litigation was filed. (*Id.* at 1158.) In the present case, a Notice of Preparation was issued on February 20, 2018 (AR 168) after the ENA was executed but a draft EIR has still not been released now, 21 months later. Additionally, in *Cedar Fair,* an election was required prior to project construction (*Cedar Fair, supra,* 194 Cal.App.4th at 1173) but in the present case there is no similar guarantee of public participation other than two "presentations" at community meetings. (see AR 10 [ENA Section 3(e)].)

***32** In *Saltonstall, supra,* 234 Cal.App.4th 549 a final EIR had been certified and approved before the lawsuit was filed (id. at 561) but in the present case, no EIR has been released, even in draft. The public participation that was ensured in *Cedar Fair* and *Saltonstall* is missing from the present case.

5. The ENA's Site Definition and Developer Selection Distinguishes This Case From City of Santee v. County of San Diego and Saltonstall.

Respondents seek to rely on *City of Santee v. County of San Diego* (2010) 186 Cal.App.4th 55. *City of Santee* is very different. The Court of Appeal found that a siting agreement between the County of San Diego and the state Department of Corrections ("DOC"), in which the county agreed to identify potential sites for a reentry facility, was not a project requiring CEQA review. (*Id.* at 59-60.) The agreement in *City of Santee* did not have a defined location for the proposed facility; it proposed two possible sites, one of which was not even owned by the defendant county. (*Id.* at 66.) The County's obligation

to convey a site was conditional on whether DOC picked a County-owned site. *(Ibid.)* In contrast, in the present case, the site has been specifically defined. The Arena Project intended for the site is a defined part of the ENA. (See AR 5-6.) The June ENA stated the Respondents had "selected" the developer for the Project. (AR 39.)

In *Saltonstall, supra,* 234 Cal.App.4th 549, the term sheet left undefined the arena location, allowed for additional alternatives other than the proposed site, and did not specify ownership structure. (*Id.* at 570.) In contrast, the August ENA includes a specific map of the location of the ***33** Project. (AR 4.) Because of the exclusivity and non-transfer provisions, the only eligible party to develop the Project site is Murphy's Bowl.

Finally, the City of Sacramento's acquisition of a site for an arena fell into a CEQA exception (Guidelines § 15004, subd. (b)(2)(A)) which allows for land *acquisition* agreements without environmental review when the agency conditions future use of the site on CEQA compliance (*Saltonstall, supra,* 234 Cal.App.4th at 570). However, the potential *disposal* of land as contemplated by the ENA is beyond such an exception.

F. Respondents' Definite Commitments in the ENA Are Significant.

1. Irreversible Action is Not Necessary to Demonstrate Commitment to a Project as a Practical Matter and Even if it Were, Irreversible Actions to the Detriment of Public Participation Were Taken.

Respondents claim that in *Save Tara,* West Hollywood took a series of concrete steps that committed itself to a project as a practical matter and "disabled itself from reversing course." (Opp., p. 31.) From this, Respondents argue that a petitioner must prove "an actual and irreversible commitment to the project" with the effect of foreclosing "any meaningful options to going forward with the project." (Opp., p. 31, *Save Tara, supra,* 45 Cal.4th at 139.) This assertion goes far beyond what the Supreme Court and subsequent cases have required. Instead, the Supreme Court emphasizes public agencies must avoid taking "any action" that would foreclose alternatives. (*Save Tara, supra,* 45 Cal.4th at 138; Guidelines, § 15004.). It does not require foreclosing all meaningful options or taking irreversible actions. Instead, as *Lawson Rock* correctly explained, a public agency must not take action that ***34** prevents a fair consideration of the project. (*Lawson Rock, supra,* 20 Cal.App.5th at 99-100.)

Respondents anticipate project details will be worked out as a disposition development agreement ("DDA") is negotiated within the detailed parameters of the ENA (Opp., p. 41-43) and state the public has not "been shut out." (Opp., p. 41). The evidence to this point proves otherwise - that Respondents have intentionally hindered public participation at numerous points. Respondents and Murphy's Bowl took multiple concerted actions to conceal the Arena Project from the public: disguising the name of the project proponent (AR 825); using a special meeting rather than a normal meeting to reduce notice (AR 149-51; AR 152; AR 155; AR 252-53; AR 825); providing less than 24 hours notice for the June ENA approval (AR 825); and providing a vague project description that the District Attorney determined violated the Brown Act. (Appellant's RJN, Exh. B).

The public perception that the Clippers Arena Project is a "done deal" after the June, July, and August ENA approvals affects public participation in the EIR review process. Public participation and comments are intended to have a significant role in the CEQA process. (AOB, p. 56; Guidelines § § 15087, 15088.) Furthermore, the public agency and project applicant are supposed to approach environmental review of a proposed project as an arms-length transaction. (*Citizens for Ceres v. City of Ceres* (2013) 217 Cal.App.4th 889, 917 [before approval "agency is neutral and objective"].) With the ENA in place, including its exclusivity and non-transfer provisions, the public is forced to begin with the assumption that the Arena Project is the only viable alternative that will be examined in the EIR since any other purportedly feasible alternatives would be prohibited by the ENA. The review process thus becomes a question of how the Arena Project will be built not whether it ***35** will be built. This type of post-hoc rationalization examination was expressly condemned in *Laurel Heights I, supra,* 47 Cal.3d 376, 394. That condemnation was repeated in *Save Tara.* (*Save Tara, supra,* 45 Cal.4th at 130.)

2. The City Entities Do Not Unambiguously Have "Absolute" Discretion To Consider Alternatives as Respondents Assert.

Respondents incorrectly argue nothing in the ENA "limits or circumscribes" their ability to consider alternatives or mitigation measures. (Opp., p. 33.) Respondents provide a block quotation of section 7 of the ENA. (Opp., p. 16.) ENA Section 7 (AR 16), the exclusivity provision (AR 11-12 [August ENA Section 4]) and the non-transference provision (AR 18 [August ENA Section 11]) flatly contradict Respondents' argument on this point.

Section 7 of the ENA imposes conditions on Respondents' exercise of discretion, thus rendering it limited, not absolute, because Section 7 twice includes the word "if." "The word 'if,' in legal as in ordinary phraseology, imports a condition...." (*In re Alexander's Estate* (1906) 149 Cal. 146, 149; accord *Batcheller v. Whittier* (1909) 12 Cal.App. 262, 266 ["conditional clause introduced by the word 'if' " means that an "offer was not absolute."])

Respondents emphasize the ability of Respondents to reject the Project, but they do not explain the two conditional phrases starting with the critical word "if." (AR 16.) "If the Proposed Project is found to cause significant adverse impact" that cannot be mitigated, only then would the Respondents "retain absolute discretion" to require various changes or to reject the Project. (AR 16.) The second use of the word *"if"* in section 7 sets conditions to the rejection of the Project as proposed to occur only "if the economic and social ***36** benefits... do not outweigh otherwise unavoidable significant adverse impacts." (AR 16, emphasis added.) If the Respondents truly retained absolute discretion, there would be no need for these conditional limitations. In contract interpretation, no word (including "if") should be rendered surplusage. (*ACL Technologies, Inc. v. Northbrook Property & Casualty Ins. Co.* (1993) 17 Cal.App.4th 1773, 1785.)

Respondents also quote Section 13 of the August ENA, which purports to retain "sole and absolute discretion" for the Respondents. (Opp., p. 17 and Opp., p. 34.) However, this reservation of discretion is limited by the conditional phrases in Section 7 of the agreement. Even if Section 7 does not contradict Section 13, at the very least, it renders the agreement ambiguous, thus justifying resort to extrinsic sources. (*Kerr Land & Timber Co. v. Emmerson* (1965) 233 Cal.App.2d 200, 219-220.) Even absent ambiguity, Save Tara directed an examination of surrounding circumstances using extrinsic sources because of the need for "transparency in environmental decisionmaking." (*Save Tara, supra,* 45 Cal.4th at 136.)

Extrinsic sources shedding light on the meaning of the ENA include the prior version of the ENA, as the Court in *Save Tara* examined prior versions of the agreement in that case. They also include the course of conduct of the parties and their contemporaneous actions. (*Kerr Land, supra,* 233 Cal.App.2d at 219-220.) Similarly, in *Save Tara,* the Supreme Court examined the surrounding circumstances including the conduct of the parties and the statements of public officials to shed light on the extent of West Hollywood's practical commitment to a project approval. (*Save Tara, supra,* 45 Cal.4th at 141-142.)

***37 3. While The Amended August ENA is the Operative Agreement, The June ENA Sheds Light on the Respondents' Level of Impermissible Precommitment to Project Approval.**

Respondents dramatically claim Appellant asserts a "nefarious reason" for its approval of the Amended August ENA. (Opp., p. 53 and p. 58.) Appellant nowhere uses the adjective "nefarious." Instead, the approval of the August ENA, understood in light of the surrounding circumstances, was part of Respondents' premature commitment to Arena Project approval, as a practical matter, prior to environmental review.

As a matter of contract law, an amended contract might supersede an earlier contract as posited by Respondents. (Opp., p. 54.) However, the Supreme Court did not examine the agreements in *Save Tara* as a matter of contract law. Instead, it examined their legal effects as a matter of CEQA compliance. In *Save Tara,* the court found the terms of the original draft agreement to be relevant, even though the agreement was later revised supposedly to cure the deficiencies. (*Save Tara, supra,* 45 Cal.4th, at 141 [comparing August and May forms of an agreement].) The Court stated the City Council "had already approved the May 3 draft agreement, by which it had *shown a willingness to give up further authority over CEQA compliance* in favor of dependence on the city manager's determination" thus providing a reason to forgive skepticism by the public. (*Ibid.,* emphasis

added.)

In this case, Respondents were willing to give up, or to ignore, their authority over CEQA compliance in the ENA as originally approved in June of 2017. This is demonstrated by the many sections of the June ENA that Respondents changed in the August ENA, after Appellant filed suit, to suddenly add multiple new requirements for CEQA compliance (AOB pp. 24- ***38** 26 [redline of Recital F, Section 3(d), and Section 7]; Section 6 of the August ENA (compare AR 13 with AR 291); Section 10 of the August ENA (compare AR 17-18 with AR 296); and Section 13 of the August ENA (compare AR 19 with AR 298).) Respondents here approved the June version of the ENA twice, in June (AR 161) and in July (see AR 150-151) of 2017, when the ENA lacked these multiple recognitions of the need for CEQA compliance.

Respondents assert courts "give great weight" to provisions making clear that project approvals "will be contingent on completion of the CEQA process." (Opp., p. 31.) Instead of giving "great weight" to a provision of an agreement anticipating future environmental review, the Supreme Court in Save Tara stated "conditioning of final approval on CEQA compliance is relevant but not determinative." (*Save Tara, supra,* 45 Cal.4th at 139.)

Respondents argue against ENA terms being a "sham," incorrectly attributing that term to Appellant. (Opp., p. 32.) Appellant nowhere claimed that the conditions were a "sham" or that public officials have "improper motives." (Opp., p. 33.)[9] Instead, Appellant referred to the Supreme Court's succinct observation: "the City's 'apprehensive citizenry'... could be forgiven if they were skeptical" as to whether the city council would give "full consideration" to impacts disclosed in a later EIR. (AOB, p. 37; *Save Tara, supra,* 45 Cal.4th at 141.)

Respondents falsely claim that the August ENA did not materially change the June ENA. (Opp., p. 54 [claiming the Amended August ENA "did ***39** not materially alter the Original ENA" except for the reduction in project site size and "more limited scope" of private property acquisition.]) Contrary to the claim, material provisions did change. (AOB, pp. 24-26.) For example, the revised August ENA changes terms regarding conveyance of Site parcels to developer from the definite "will be separately conveyed" in the June ENA (quoted by Respondents Opp., p. 38) to the more non-committal "may be separately conveyed" in the August ENA. (Compare AR 6 to AR 285, first sentence of Recital C, emphases added.) The June ENA language is evidence of precommitment in the same way the May 2004 agreement in Save Tara provided evidence of improper precommitment in that case.

Respondents characterize the ENA as having been approved after public notice and comment. (Opp., p. 56, fn. 20.) Respondents initially approved the ENA after less than 24 hours' public notice. (AR 150-151; 155 [stating posting time]; 161.) Respondents attempt to distinguish *Culligan Water Conditioning v. State Board of Education* (1976) 17 Cal.3d 86, 93 regarding positions taken for purposes of litigation (Opp., p. 56, fn. 21), but fail. The August ENA was adopted after Appellant first filed suit on July 20, 2017 (JA 6), making it fair to characterize the entire August ENA as something of a "litigating position" because provisions were specifically changed to address the contentions set forth in Appellant's petition for writ of mandate.

***40 4. The ENA's Uneven Right to Terminate Significantly Constrains the Respondents' Discretion Not to Complete CEQA Review.**

Respondents cite *McCloud, supra,* 147 Cal.App.4th 181, for the proposition that an uneven right to terminate an agreement is not evidence of precommitment. (Opp. p. 40.) In *McCloud,* the court found that the uneven right to terminate was an unpersuasive argument in light of the agreement's language stating that "neither party shall be bound hereby unless and until District's compliance with CEQA is completed and there is no possibility of a challenge pursuant to CEQA." (*Id.* at 188.) This provision failed to bind either party until CEQA compliance was complete.

By contrast, the revised ENA, in Section 7, states Respondents "retain" so-called "absolute discretion" to reject the project *if* it "is found to cause significant adverse impacts that cannot be mitigated" and "*if* the... benefits of the Proposed Project do not outweigh otherwise unavoidable significant adverse impacts." (AR 16, emphasis added.) Respondents should be able to reject the project for any reason if they wanted to (Pub. Resources Code § 21080, subd. (b)(5) [no CEQA necessary for a project a

public agency rejects]), whether related to adverse environmental impacts or not. However, the ENA forecloses this opportunity by setting conditions on that discretion to reject, cabining it only to a situation where adverse impacts cannot be mitigated and are not outweighed by benefits. Agencies may generally agree to uneven termination provisions, but in the present case Respondents have impermissibly set conditions to exercising their discretion to reject the Arena Project based upon its impacts and benefits. CEQA requires that a public agency maintain complete discretion to consider all alternatives to a project, including the alternative of rejecting the project altogether.

***41 5. The ENA's Exclusivity Term, in Conjunction with the ENA's Non-Transfer Provision, Was a Significant Circumstance Contributing to Respondents' Commitment as a Practical Matter to Project Approval.**

Respondents deny the ENA's exclusivity provision is evidence of their commitment as a practical matter to Project approval. (Opp., p. 36.) The ENA states that for a period of *at least three years* Respondents will not consider offers from third parties for uses of the Project site. (AR 8, ENA § 2(a).) While the exclusivity provision alone may not be conclusive proof of such a commitment, it is evidence that corroborates the overall conclusion of such a commitment.

Respondents claim the ENA's exclusivity provision does not constrain its discretion to modify the Project "or to put the site to some other use." (Opp., p. 37.) The ENA's non-transfer provision certainly prohibits putting the project site to any other use requiring a sale or lease. Respondents agreed not to "voluntarily transfer [their] respective interests in any portion of the Study Area Site during the term of this Agreement to any third party." (AR 18 [ENA section 11]).

Respondents assert they need not entertain "at all times and without limitation, all offers to purchase their property." (Opp., p. 37.) That mischaracterizes Appellant's position. Instead, Respondents must be unconstrained, when considering the disposition of their property, in evaluating all alternatives and mitigation measures that are normally part of a review process. Where a major collection of public property is proposed for a particular use, it must be available for alternative offers. (AOB, p. 67-68.)

***42** Other public entities, faced with the challenge of reusing public property, have first issued a request for proposals before entering exclusive negotiations with a single party. (*Citizens for a Megaplex-Free Alameda v. City of Alameda* (2007) 149 Cal.App.4th 91, 96 ["City... issued a request for proposals for revitalizing the building and reopening it as a movie theater."]) *Placerville Historic Preservation League v. Judicial Council of California* (2017) 16 Cal.App.5th 187, 192 [request for proposals issued.]) The fact that no request for proposals was issued in the present case before Respondents decided to enter the ENA with Murphy's Bowl immediately following secret backroom negotiations is indicative of a practical commitment to approval of the Arena Project. Respondents did not explore their options prior to the ENA, and are prohibited from exploring them afterward for three years or more because of the ENA.

6. The June ENA Committed Respondents to Use Best Efforts to Acquire Land for the Arena Project, Including Through Use of Eminent Domain.

Respondents deny that they would use eminent domain powers to acquire parcels in the Project Site from third party owners. (Opp., p. 37, citing AOB, p. 13.) These third party owned properties are called "Potentially Participating Parcels" in both the June ENA (AR 57) and the August ENA (AR 4). The August ENA states Respondents are not obligated to use eminent domain, but would consider doing so. (Opp., p. 39, citing AR 6, 8-9.) The August ENA is considerably different from the June ENA because the August ENA does not mention Respondents using "best efforts" to acquire third party parcels. The original June ENA provided Respondents and Murphy's Bowl could agree prior to a DDA that certain parcels were "necessary" for the Project, and that the City would use "its best efforts to ***43** acquire the parcels". (AR 41 [ENA section 2(b)].) Thus, the June ENA contemplated Respondents' use of eminent domain to acquire these "necessary" parcels "prior to entering into an approved DDA," i.e., while the parties were still negotiating. (AR 43, [June ENA § 3(g)].) California courts have enforced "best efforts" contracts. (*Gilmore v. Hoffman* (1954) 123 Cal.App.2d 313, 319-320.) Respondents' use of "best efforts" would therefore include using eminent domain powers if necessary.

The City of Inglewood's Mayor, who is also the Chairman of Respondent Successor Agency and Parking Authority (AR 24-25), adamantly emphasized at a joint public hearing of three of the Respondents about the ENA that eminent domain to

obtain land for the Arena Project was an option they would not give up. (AR 78; AR 124 ["We will not foreclose the use of any tool...."]) The City of Inglewood strongly supported SB 789 in the California Legislature. (AR 182.) Among other provisions, the proposed bill would have allowed Respondents to use eminent domain *before* completing CEQA review. (AR 531; AR 549.)

Respondents steadfastly deny residentially occupied parcels are part of the Project Site and claim residential use is irrelevant to the issues in this case. (Respondents' Opposition to RJN, pp. 13-14.) However, Respondents' willingness to use eminent domain for the sake of the Arena Project is a surrounding circumstance indicating a practical commitment to the Project before it has been fully reviewed. State legislation defining the "Project area" for the Project includes two parcels of residentially zoned property. (Pub. Resources Code § 21168.6.8 subd. (a)(5)(A) and AOB p. 24, fn. 7.)

***44 7. Murphy's Bowl's Unilateral Right to Terminate the ENA Gives It Substantial Negotiating Advantage, Constituting Further Evidence of the Respondents' Commitment to the Project as a Practical Matter.**

Respondents wrongly argue the unilateral termination provision allowing Murphy's Bowl, but not the Respondents, to terminate the ENA is not evidence of a practical commitment to Project approval. (Opp., p. 40.)

The ENA forbids Respondents from leaving or cancelling the ENA except if Murphy's Bowl "materially fail[s] to perform" or to negotiate in good faith (AR 16-17, ENA § 8(a)), although Murphy's Bowl may leave the ENA "at any time and for any reason." (AR 17, ENA § 8(b).) Therefore, until Murphy's Bowl decides to violate or leave the ENA, Respondents have disabled themselves from having any discussion whatever with any other developer, considering any other project, or transferring any parcel within the Project Site for at least three full years. (AR 8; AR 18 [Exclusivity and Non-transfer provisions].) As a practical matter, this restriction makes it impossible for Respondents to produce an EIR with an adequate alternatives section, since they cannot talk with third parties to evaluate alternative potential uses for the Project site. The imbalanced termination provisions mean if a third party were to offer Murphy's Bowl a superior alternative site or terms, Murphy's Bowl could immediately terminate the ENA and pursue that offer. Respondents have no similar ability. The unilateral termination provision, coupled with the exclusivity and non-transfer terms, means the Respondents have agreed to give Murphy's Bowl significant negotiating advantages.

The exclusivity of negotiations is highly valuable to Murphy's Bowl, as it states it paid the City of Inglewood $1.5 million "for that opportunity." ***45** (Opp., p. 40.) Respondents' willingness to give up their ability *for three years* to seek a better deal for transfer of interests in publicly owned land is an extraordinary period of time. Typical exclusive negotiating periods last between one month and one year, not three years or more. ("Understanding Exclusive Negotiation Periods in Business Negotiations," *supra,* ["one-year lockout, common in the world of mergers and acquisitions (M&As)... 30-day lockout typical of many commercial settings."])

V. Respondents Have Taken Actions That Impermissibly Lend Significant Momentum to Project Approval and Foreclose Alternatives Necessary to Ensure CEQA Compliance.

A. The City's Investment in the Project is Substantial Both Financially, Albeit Indirectly, and in Political and Bureaucratic Momentum.

Respondents argue they made no commitments "resembling those at issue in Save Tara." (Opp., p. 44.) The factual circumstances in Save Tara have parallels to the present case even though not every circumstance is mirrored exactly. Financial investments take a different form here than those in Save Tara, and political momentum imparted to the Arena Project here is much stronger than such political investment was in Save Tara.

In *Save Tara,* statements and actions by City officials, which are a form of political investment in a project, were found to be significant. The *Save Tara* Court referred to a statement by the City of West Hollywood's mayor, by the city manager, and by city officials. (*Save Tara, supra,* 45 Cal.4th at 141-42.) In contrast, in the present case, the statements and actions creating ***46** substantial political and bureaucratic momentum are more extensive. (AOB, pp. 47-55.) Respondents argue that the

Mayor's statements are just talk and do not bind the City. (Opp., pp. 46-51.) While Respondents contend that news articles are not evidence that various statements were "actually made" by the Mayor (Opp., p. 47, fn. 14), they do not account for the material having been posted on the Mayor's official City account that announced a deal had been made. (AR 963-969; 562-564.) The evidence of the Mayor's various statements are thus similar to the "newsletter" the Supreme Court found probative of official statements about a project in Save Tara. (Save Tara, supra, 45 Cal.4th at 123, 141, and fn. 13.)

Respondents argue if a developer is unable to conclude there is hope of developing a project, there is no point in undertaking environmental review. (Opp., p. 46.) However, the Clippers in this case apparently focused in on the Project site in an early meeting with the City of Inglewood's Mayor. (Appellant's RJN, Exh. A, p. 23). There was no question, and none is apparent in the ENA, of whether the Project is feasible since it will be completely privately financed. (AR 971.) Instead, the whole orientation of the ENA is toward how land would be assembled and transferred and how the Project would be designed and executed, not *if* it would.

B. Statements and Actions By the Mayor/Successor Agency Chairman Are Evidence of Premature Commitment.

Respondents mischaracterize Appellant's arguments as contending that statements from the Mayor "are the equivalent of formal approval" of the Project. (Opp., p. 46.) That is inaccurate. Instead, Appellant argued the statements by the Mayor are evidence, in the same way such statements ***47** were evidence in *Save Tara,* of a commitment as a practical matter to a project approval.

1. Mayor/Chairman Butts Statements Exceed a Showing of Mere Interest in the Arena Project.

While the ENA purports to make it clear Respondents have not approved the Project (Opp., p. 47), the surrounding circumstances including the Mayor/Chairman's actions and statements, shed light on whether or not they approved the Project as a practical matter. Public officials can express preliminary judgements and desires about proposed projects. (Opp., p. 47.) The Supreme Court recognized as much. (*Save Tara, supra,* 45 Cal.4th at 136-137 ["mere interest in" a project is not approval].) However, the Supreme Court made its statement about "mere interest" after a lengthy discussion beginning with the following paragraph identifying actions that contribute to an impermissible precommitment to a project prior to environmental review:

> A public entity... may, by executing a detailed and definite agreement with the private developer and by lending its political and financial assistance to the project, have as a practical matter committed itself to the project. *When an agency has not only expressed its inclination to favor a project, but has increased the political stakes by publicly defending it over objections, putting its official weight behind it, devoting substantial public resources to it, and announcing a detailed agreement to go forward with the project,* the agency will not be easily deterred from taking whatever steps remain toward the project's final approval.

***48** (*Save Tara, supra,* 45 Cal.4th at 135, emphasis added.) In the present case, as contemplated in *Save Tara, supra,* 45 Cal. 4th at 135, the City's Mayor "increased the political stakes by publicly defending [the project] over objections" (AR 960 [Mayor calls public concerns "a sham"])[9] ; AR 934 [Mayor called legislator's expressed concerns "preposterous"]); put "its official weight behind it" (AR 182-183 [City letter to Legislature]); and it announced a "detailed agreement to go forward with the project" (AR 5-26 [August ENA]; AR 38-56 [June ENA]). All the factors the Supreme Court identified in *Save Tara* as contrasting with, and going beyond, "mere interest" in or "high esteem" for a project are present in this case.

Respondents argue "Courts look to actual commitments... not mere statements by city officials or staff." (Opp., p. 48.) Contrary to this assertion, the Supreme Court has instructed that city official or staff statements are important pieces of factual evidence.

(*Save Tara*,45 Cal.4th at 141-142, and fn. 13.) While some appellate courts in cases involving unique circumstances might give little weight to statements by city officials or staff, other more recent authority holds public statements have probative value. (*POET, LLC v. State Air Resources Bd.* (2013) 218 Cal.App.4th 681, 724.)

Respondents focus on the "promise ring" statement by Mayor Butts. (Opp., p. 48-49.) Calling the ENA a mere "promise ring," does not make it so and this statement is only one of many similar ones. Statements in isolation may not constitute determinative evidence of commitment as a practical matter, but their cumulative effect must be considered. As the Supreme Court observed, "Here, of course, we weigh statements by City officials not in ***49** isolation but as one circumstance shedding light on the degree of City's commitment..." (*Save Tara, supra,* 45 Cal.4th at 142, fn. 13.)

Respondents parse Mayor Butts' statements that the ENA "has to result in a development agreement" as referring only to timing. (Opp., p. 49, fn. 15.) However, Mayor Butts contemplated that the ENA will result in a development agreement and Arena Project. (AR 971 [Mayor stating ENA is a promise ring, which will lead to a DDA which is an engagement ring which "will lead to the building of an arena"].) This projection of certain events is similar to the way that CARB contemplated a future action in *POET, LLC v. State Air Resources Board, supra,* 218 Cal.App.4th 681. The court in POET, LLC analyzed a public agency press release that used the phrase "will implement" to conclude it "increased the political stakes' (*Save Tara, supra,* 45 Cal.4th at p. 135,...) and left little doubt that ARB was committed to implementing the LCFS [Low Carbon Fuel Standards] regulations...." (*POET, LLC, supra,* 218 Cal.App.4th at 724.) Similarly, in the present case, the Mayor's multiple statements celebrate that the City has reached a deal with the Clippers and that the Arena Project *will,* not might, be built after further negotiation. These statements significantly increase "the political stakes" within the meaning of *Save Tara, supra,* 45 Cal.4th at p. 135 and are similar to predictive statements cited as evidence in *POET, LLC, supra,* 218 Cal.App.4th 681.

2. Official City Support for Legislation Modifying CEQA to Benefit the Arena Project Proponents is Weighty Evidence of Commitment to the Arena Project.

Respondents deny the City's support for state legislation to modify CEQA review for the Arena Project demonstrates premature commitment to ***50** the Project. (Opp., p. 50.) Respondents say that the "propriety" of the Sacramento Kings streamlining legislation was affirmed in *Saltonstall, supra,* 234 Cal.App.4th 549 (Opp., p. 50, fn. 16), but the propriety of legislation itself is irrelevant. Instead, the evidentiary value of Respondents' Mayor/Chairman intense lobbying for legislation for a project for which they had not yet done environmental review goes to show precommitment as a practical matter. The support in this case was presented on official City letterhead (AR 182) and the legislation was proposed to modify substantive (AOB, p. 51, citing AR 534), not just procedural, requirements of CEQA to benefit the Arena Project.

Respondents contend the support for legislation in early September "has no bearing" because it came nearly a month after ENA approval in August 2017. (Opp., p. 50.) However, the Supreme Court in *Save* Tara took an expansive view of what factors have bearing on interpreting when commitment as a practical matter occurred. The Supreme Court examined an August 2004 agreement, though a petition challenging the City of West Hollywood's action had been filed in July 2004. (*Save Tara, supra,* 45 Cal.4th at 125.) In *POET,* the court found that documents created after a hearing (notices of decision, CARB press release, update on regulations) showed that there was "significant bureaucratic momentum" and demonstrated that CARB was committed to implementing the LCFS regulations. (*POET, LLC v. CARB, supra,* 218 Cal.App.4th 681 at 723-724.)

Respondents argue the City's support for legislation benefiting the Arena Project does not bind it to approval of the Project. (Opp., p. 50.) While this may be true, the extraordinary lengths to which the City would go to make sure the Project would not be slowed by routine public review pursuant ***51** to CEQA demonstrates the City's view the Arena Project deserved special treatment and is evidence of a commitment as a practical matter.

Respondents seek to downplay the City's letter that asks for CEQA special treatment for "a new NBA basketball arena *to be built* in Inglewood...." (AR 182, emphasis added.) Overall, the letter speaks of projects it lists, including the Arena Project as certain to occur and already slated "to be built." No special treatment would be needed if Arena Project approval was not

already a foregone conclusion.

3. Inducing the Termination of the Parking Lease, and the Inability of Respondents to Reenter it, Had Significant Financial Consequences for the City.

Respondents characterize their termination of a parking lease ("the Parking Lease") with MSG Forum LLC (MSG)[10] as an "acceptance of MSG's termination of its parking lease." (Opp., p 52.) Sworn evidence in the record states that Mayor/Chairman Butts induced the Parking Lease termination under false pretenses[11] in order to smooth the way for the Clippers Arena proposal, telling MSG he and the City needed the land back (and the Parking Lease terminated) in order to construct a "technology park." (AR 312.)

***52** Respondents claim MSG's termination of the Parking Lease enhanced the City's ability to consider alternatives for the Project site. (Opp., p. 52.) In Save Tara, the eviction of tenants was regarded as additional factual evidence of premature commitment as a practical matter to the proposed redevelopment project, not as a way to enhance the range of possible alternatives: "Relocation of tenants is a significant step in a redevelopment project's progress, and one that is likely to be irreversible." (*Save Tara, supra,* 45 Cal.4th at 142.)[12] With the ENA's non-transfer provision (AR 18 [ENA section 11]), it would not be possible to re-enter the Parking Lease or any similar lease with a third party other than Murphy's Bowl. A lease represents a transfer of a leasehold interest and such a transfer may be prohibited by contract. (*Kendall v. Ernest Pestana, Inc.* (1985) 40 Cal.3d 488, 494.) The non-transfer provision of the ENA would prevent the transfer of a leasehold interest. Any vehicles that would have been parked at the leased premises would have to park elsewhere.

***53** Respondents assert that "the Arena Site consists, almost entirely, of unimproved land," and contests Appellant's demonstration that at least two parcels are currently zoned and used as residential property. (Opp., p. 61 and fn. 27, citing AOB, p. 67.) In Respondents' view, there are no tenants on the Project Site to be evicted. However, the inclusion of residential property designated in state legislation (Pub. Resources Code § 21168.6.8 subd. (a)(5)(A) and AOB p. 24, fn. 7) as part of the defined "Project Area," the City's support for that legislation, and current resident opposition to that legislation (JA 942-943), shows the City is not easily dissuaded from approving the Arena Project even if it means displacing current residents.

***54** Respondents argue that since Appellant did not raise an argument about the Parking Lease termination in the trial court opening brief, it has waived it here, citing *May v. City of Milpitas* (2013) 217 Cal.App.4th 1307. (Opp., p. 52, fn. 19.)[13] *May* held that an argument was barred because it was not raised until the reply brief *in the Court of Appeal, not* the trial court. (*May, supra,* 217 Cal.App.4th at 1333, fn. 11.) In the present case the argument was raised below (JA 897), and properly raised in Appellant's Opening Brief. (AOB, p. 54.)

C. Additional Evidence Abounds of Respondents' Impermissible Precommitment as a Practical Matter to Arena Project Approval.

In addition to the ENA's extended 3-year long exclusivity and non-transfer period that benefits the Clippers/Murphy's Bowl, the momentum imparted to the project after the City accepted a $1.5 million payment, and the conditions set on Respondents' discretion in Section 7 of the ENA, additional surrounding circumstances outside the four corners of the ENA demonstrate a high level of commitment as a practical matter to the Arena Project.

1. Repetitive Approvals Were Granted By Respondents, All of Which Were Chaired by Mayor Butts.

Respondents claim the fact that three separate public entities approved the ENA *three* separate times in the space of three months proves nothing (Opp., p. 58), with the second approval correcting an alleged Brown Act violation, and the third approval amending the ENA after litigation was filed. The repetitive approvals, including that of the Oversight Board on September 7, 2017 pursuant to Health and Safety Code section 34181 subdivision (a) (see Opp., p. 18, fn. 9), underscore the doggedness of Respondents' determination to approve the Arena Project, contributing to the overwhelming momentum of the

Arena Project before it underwent any environmental review.

***55 2. Respondents' Willingness to Engage in Secret Negotiations, Their "Concerted Efforts" to Reduce Public Notice, and Their Violation of the Letter and Spirit of the Brown Act is Evidence of Improper Precommitment to Project Approval.**

Contrary to Respondents' claim of irrelevance (Opp., p. 58), the Brown Act violations and "concerted efforts" to reduce public notice identified by the District Attorney (AOB, pp. 45-47; Appellant's RJN, Exh. B), the shortened notice (AR 150-151; 155 [stating shortened time]; 165), and the other irregularities are highly relevant because Respondents' inappropriate actions have had the effect of hindering public notice and involvement in review of the Arena Project. Inappropriate or illegal activity that reduces public notice and benefits a project proponent is a "surrounding circumstance" relevant to determining the level of a public agency's impermissible precommitment to a project approval. Such activity is a form of raising the political stakes for a project and defending a project from objections, two categories of actions identified in Save Tara as evidence of commitment and approval as a practical matter. (*See* *Save Tara, supra,* 45 Cal.4th at 135.) "Departures from the normal procedural sequence also might afford evidence that improper purposes are playing a role." (*Village of Arlington Heights v. Metro. Hous. Dev. Corp.,* 429 U.S. 252, 267.) In the same way that departures from normal procedures provide evidence of improper purposes in the context of Equal Protection Clause cases, Brown Act violations and procedural irregularities are evidence of improper precommitment in the present case.

Respondents argue that the timing of negotiation commencement (whether June 2016 or January 2017) is irrelevant. (Opp., p. 11, fn. 4.) However, the length of project negotiation prior to commencement of ***56** environmental review (in the words of a Clippers representative "how long deals have brewed in back rooms" (RJN, Exh. A, p. 29)), is evidence of Respondents' commitment to the Project as a practical matter. *Save Tara* emphasized West Hollywood's conduct before and after it entered a formal agreement (*Save Tara, supra,* 45 Cal.4th at 123-124); here too such conduct is part of the "surrounding circumstances."

V. The ENA is Itself a Project Within the Meaning of CEQA.

Respondents argue the ENA is not a "project" that required an environmental impact report. (Opp., p. 56.) The ENA is a "project" within the meaning of that term as defined in CEQA and as clarified in Union of *Medical Marijuana Patients, Inc. v. City of San Diego* (2019) 7 Cal.5th 1171 (UMMP).[14] The ENA, because of its limitation on the transfer of extensive parcels of public property, represents a disposition of those parcels that should have been preceded by environmental review.

***57** Respondents assert that an ENA can have no environmental effects, so therefore cannot itself be a "project," and assert that *Save Tara* "identified exclusive negotiating agreements as one of the paradigmatic types of agreements that a city can execute before commencing environmental review." (Opp., p. 57.) This assertion is a bald misstatement of the law as the Supreme Court expressed no opinion about ENAs, let alone that they are a paradigmatic type of any sort. (*Save Tara, supra,* 45 Cal.4th at 137.) Further, *UMMP* made clear how expansive CEQA's definition of "project" is.

Respondents barely address the significant Supreme Court case of UMMP. (Opp., p. 27, fn. 12, and p. 57.) However, UMMP addressed what types of actions are considered to be "projects" within the meaning of CEQA, a critical question in the present case because, as the Supreme Court in Save Tara stated: "the timing question may also be framed by asking whether a particular agency action is in fact a "project" for CEQA purposes, and that question, we have held, is one of law." (Save Tara, supra, 45 Cal.4th at 131, citing *Muzzy Ranch Co. v. Solano County Airport Land Use Corp.* (2007) 41 Cal.4th 372, 382 and Fullerton, supra, 32 Cal.3d at p. 795; *see also* *Save Tara, supra,* 45 Cal.4th at 129, fn. 8 [approval timing and project definition are related issues].)

The Court in UMMP held that amending a city's zoning ordinance, including provisions on siting and operation of marijuana dispensaries, was a project under CEQA and required an initial environmental review. (*UMMP, supra,* 7 Cal.5th at 1199.) The

Court clarified the nature of the appropriate inquiry about what is a "project": if an activity has the potential to "cause an environmental change" in either a direct or reasonably foreseeable indirect manner, the agency must regard the activity as a "project" under CEQA. (*UMMP, supra,* 7 Cal.5th at 1197, 1200.) The Court stated that ***58** "theoretical effects" were enough to show that the ordinance had the potential to cause environmental change, and thus obligated the city to consider it a project under CEQA and perform, at the very least, an initial study. (*Id.* at 1199.)

Therefore, *UMMP* sheds light both on the fact that the ENA is a "project" within the meaning of CEQA in its own right, and that the ENA must be considered as a discretionary action with the potential to cause environmental changes so should have been treated as a project approval. Respondents unquestionably approved the ENA despite failing to conduct even an initial study. (AR 123-124; AR 161.)

Respondents seek to distinguish *Muzzy Ranch, supra,* 41 Cal.4th 372 and *UMMP* as dealing with development regulation, while the present case deals with an ENA presaging a development. (Opp., p. 57.) Such a distinction makes no difference. The ENA in the present case is an action affecting the environment directly (restricting property disposition) and indirectly (presaging development of the Arena Project).

VI. Conclusion.

Respondents have taken various actions that demonstrate an impermissible commitment as a practical matter to approval of the Arena Project. The ENA locks out exploration of alternatives with third parties, prohibits transfers of public land to them, and constrains Respondents' discretion by conditioning its exercise on adverse effects.

The extensive surrounding circumstances showing commitment to the Arena Project as a practical matter include Respondents':
(1) lengthy secret negotiations prior to public announcement of the ENA,

***59** (2) induced termination of an existing parking lease,

(3) concerted efforts to violate the Brown Act letter and spirit, shortening notice, and concealment of the real identity of the developer until shortly before the June ENA approval,

(4) approval of the June ENA with no CEQA compliance terms;

(5) approval of provisions in the June ENA that the City would use "best efforts," including eminent domain powers, to acquire land for the Arena Project Site even before a DDA was negotiated, that Respondents had already "selected" Murphy's Bowl as the developer and that they "will convey" public land to it;

(6) omission of CEQA compliance except as a pro forma item on a list prior to final Project approval,

(7) strong advocacy for special legislative treatment of the Project before the Project was reviewed under CEQA,

(8) officials publicly defending the Arena Project against criticism, and

(9) repetitive approvals.

All of these facts have the effect of prejudicing further fair environmental review in the future consideration of the Arena Project.

The approval of the ENA itself is a project approval which required prior CEQA review, but that review was not done.

***60** For all of these reasons, and to ensure a future fair environmental review process for the Arena Project, the approval of the ENA must be set aside.

Footnotes

1 Respondents wrongly argue that the point about the Forum providing analogous information regarding traffic was not raised. (Opp., p. 23.) Appellant argued below that residents were familiar with traffic impacts from the Forum. (JA 787, fn.7). Even if the argument had not been raised before, arguments may be presented on appeal related to legal questions, especially those of public interest. (*Bayside Timber Co. v. Board of Supervisors* (1971) 20 Cal.App.3d 1, 5.)

2 The trial court opinion refers to all Respondents collectively as "the City" and that convention is adopted in Appellant's Opening Brief. However, since individual Respondents such as the Oversight Board took varying actions, this brief refers to "Respondents" collectively except where it refers to the City of Inglewood separately.

3 The Clippers, on the verge of investing over $100 million in private funds (AR 971) in the Arena Project, likely had much more information about it. The City merely needed to request it.

4 Respondents rely on *Santa Margarita Residents Together v. San Luis Obispo County Bd. Of Supervisors* (2000) 84 Cal.App.4th 221 to describe the common use of a Development Agreements ("DA"). (Opp., p. 15, fn. 7.) However, *Santa Margarita Residents* involved a DA, not an ENA, and environmental review was to go hand-in-hand with project planning (id. at 229), not to follow it, as here.

5 These nine cases are named in Appellant's reply brief below. (JA 884.) A memorandum of understanding ("MOU"), which normally does not involve exclusivity or non-transfer provisions, is a far more typical form of negotiation document involving public entities. (Ibid.)

6 Available at https://www.pon.harvard.edu/daily/dealmaking-daily/understanding-exclusive-negotiation-periods/.

7 Subsequent cases recognized the Court's refusal to adopt the bright-line rule Respondents imagine. (*Cedar Fair, L.P. v. City of Santa Clara* (2011) 194 Cal.App.4th 1150, 1161; *RiverWatch v. Olivenhain* (2009) 170 Cal.App.4th 1186, 1210.)

8 The only use of the word "sham" in these proceedings thus far was by Mayor Butts when he called public comments seeking use of Project site parcels for affordable housing "a total sham" (AR 960), despite the fact that at least two of the parcels within Project boundaries are already used as residences. (JA 937-942.)

9 Respondents claim that in response to public comments, the Mayor identified constraints on placing housing on Project Site parcels related to a Federal Aviation Administration ("FAA") agreement (Opp., p. 49, fn. 15), but there is no evidence in the record of the FAA agreement that was mentioned.

10 Respondents contend that Appellant should have listed MSG Forum, LLC. as an "interested party" in its Certificate of Interested Entities or Persons because MSG would allegedly "face competition" from the future Clippers Arena. (Opp., p. 51, fn. 18.) Respondents allude to rule 8.208's rationale to allow Justices to evaluate the potential need for recusal. Respondents' claims are speculative. Rule of Court Rule 8.208 subdivision (e) states "An interest in the outcome of the proceeding does not arise solely because the entity or person is in the same industry, field of business, or regulatory category as a party and the case might establish a precedent that would affect that industry, field of business, or regulatory category." (Rule 8.208 subdivision (e)(2)(B).) Thus, Murphy's Bowl, MSG, Steve Ballmer, and the Clippers being in the same field of sports entertainment business does not create a reportable interest. Appellant does not seek any monetary recovery through this proceeding but instead seeks a fair public review process prior to Respondent actions without precommitment to a foreordained result. Appellant can receive funding from multiple sources including members of the community. (E.g., AR 81 [Diane Zambrano, a resident of Inglewood, stating she would "be giving some money to each one of those" entities including Appellant].) Thus, the "interest in the outcome of the proceeding" within the meaning of Rule 8.208 is general and public, not financial and specific.

[11] The City denies MSG's contentions and is currently engaged in litigation about this issue in *MSG Forum LLC v. City of Inglewood et al.*, Los Angeles Superior Court (LASC) case number YC072715. By trial court order of September 10, 2018, the present case was related to *Inglewood Residents Against Takings and Eviction v. Successor Agency to the Redevelopment Agency of the City of Inglewood*, LASC case number BS174709, but the trial court denied relating it to *MSG Forum LLC v. Oversight Board to the Successor Agency etc.*, LASC case number BS174710. It is not related to any other litigation brought by MSG.

[12] Although Respondents focus on monetary payments (Opp., pp. 25, 30, 44, 52, 53) and irreversibility of eviction (Opp., pp. 25, 44, 48), *Save Tara* did not limit "surrounding circumstances" showing pre-CEQA commitment to a project to monetary interests or tenant eviction.

[13] At various points, Respondents also cite *Baxter Healthcare Corp. v. Denton* (2004) 120 Cal.App.4th 333, which declined to consider an argument that was raised in the reply brief *at the appellate level* (*id.* at 371, fn. 8). In *Premier Med. Mgmt. Sys. v. California Insurance Guarantee Assn.* (2008) 163 Cal.App.4th 550, the Court of Appeal declined to hear an issue not raised in the trial court. (*Id.* at 564.) In short, none of the cases cited by the City support its claims of waiver of various arguments.

[14] Respondents assert that because Appellant did not raise the argument that the ENA is itself a project until the reply brief in the trial court, it has waived the argument. (Opp., p. 57.) Appellant properly raised this argument in its Opening Brief. (AOB, pp. 70-73.) There are "many situations where appellate courts will consider" newly raised issues including questions of law and in matters of public interest. (*Bayside Timber Co., supra*, 20 Cal.App.3d 1, 5.) The proper timing of CEQA review is both a question of law and a matter of broad public interest. Additionally, the *UMMP* case, with its clarification of what constitutes a "project" under CEQA, was not decided until August 19, 2019, the day before Appellant's Opening Brief was filed.

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ORIGINAL

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Sherri R. Carter, Executive Officer/Clerk
By: CARMEN DEL RIO, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

MSG FORUM, LLC, a Delaware Limited Liability Company,

Petitioner and Plaintiff,

v.

CITY OF INGLEWOOD AS SUCCESSOR AGENCY TO THE FORMER INGLEWOOD REDEVELOPMENT AGENCY; OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE INGLEWOOD REDEVELOPMENT AGENCY; LOS ANGELES COUNTY SECOND DISTRICT CONSOLIDATED OVERSIGHT BOARD and DOES 1-10;

Defendants and Respondents,

MURPHY'S BOWL LLC and ROES 1-10;

Real Parties In Interest.

CASE NO. BS174710

Hon. James C. Chalfant, Dept. 85

FIRST AMENDED VERIFIED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF

[Gov. Code §§ 54950 *et seq.*; Code Civ. Proc. §§ 1085, 1094.5]

Petitioner and Plaintiff MSG Forum, LLC ("MSG Forum") alleges as follows.

INTRODUCTION

1. In a series of meetings, the agencies tasked with overseeing the disposition of properties formerly owned by the former Inglewood Redevelopment Agency—all chaired by Mayor James T. Butts Jr. of Inglewood—violated California's open meeting law by secretly taking actions to further the development of an arena for the Los Angeles Clippers without proper notice under the Ralph M. Brown Act. The actions by these entities—the City of Inglewood as Successor Agency to the Former Inglewood Redevelopment Agency ("Successor Agency") and the recently replaced Oversight Board to the Successor Agency ("Former Oversight Board")—were illegal and must be set aside.

2. On June 19, 2018, the Successor Agency, and on June 27, 2018, the Former Oversight Board—*at a special meeting held just four days before it ceased to exist*—rushed to approve actions to facilitate the transfer of 13 publicly owned properties (the "Redevelopment Agency Properties") needed for the controversial proposed Los Angeles Clippers' arena that Mayor Butts is championing in Inglewood. The Former Oversight Board's responsibilities have now been assumed by a new Los Angeles County Second District Consolidated Oversight Board ("Consolidated Oversight Board"), also currently chaired by Mayor Butts.

3. The proposed Clippers arena is the subject of great dispute and public concern in the City of Inglewood. Meetings addressing the proposed project are regularly attended by concerned citizens and businesses, and thousands of residents have voiced opposition. Yet, those residents did not appear at the Successor Agency meeting on June 19, 2018 and the three parties that testified at the Former Oversight Board's June 27, 2018 meeting stressed that it was not possible for the public to understand the action being taken from the information disclosed.

4. Why? The meetings' agendas failed not only to mention the Clippers, the National Basketball Association, a basketball arena, or Murphy's Bowl LLC, the Clippers' affiliated entity, but the agendas failed even to identify that the properties under consideration for action by the Successor Agency and Former Oversight Board were those connected to the proposed arena. Instead, the agendas disguised them under the term "LAX Noise Mitigation Properties" without any reference to the Clippers, the National Basketball Association, a basketball arena, or Murphy's Bowl. Moreover, the agendas failed entirely to describe, in any comprehensible terms, what exactly was being done with the properties. MSG Forum believes that the Successor Agency and the Former Oversight Board did *something* to facilitate the transfer of these properties to the Clippers, but it ***still cannot determine what exactly was done***. The agendas are completely incomprehensible and the staff reports are equally unintelligible as to what actions were taken.

5. This is not how government is supposed to work. The Brown Act exists to "aid in the conduct of the people's business." (Gov. Code §§ 54950 *et seq.*) "It is the intent of the law that [legislative bodies'] actions be taken openly and that their deliberations be conducted openly." (*Id.*) Consistent with these goals, the Brown Act requires that a meeting's agenda state the meeting time and place and contain a brief general description of each item of business to be transacted or discussed at the meeting. Members of the public are supposed to know what is being considered in advance of a meeting, so that they can choose whether or not to exercise their right to attend and meaningfully comment on the government's plans.

6. That did not happen here. Neither the Successor Agency nor the Former Oversight's Board agendas provided the public with any hint that the entities were apparently acting to facilitate the transfer of the Redevelopment Agency Properties needed for the Clippers arena. Neither agenda mentioned the Clippers, the National Basketball Association, a basketball arena, or Murphy's Bowl; neither agenda mentioned

prior approvals by the City, the Successor Agency or the Former Oversight Board for the proposed Clippers' arena; neither agenda mentioned that the approvals were in furtherance of the proposed Clippers' arena; and neither agenda clearly identified the Redevelopment Agency Properties' location. The agendas could not have been more opaque and misleading. As a result MSG Forum and the public were deprived of an opportunity to attend and comment on the item. There was limited public comment by MSG Forum and others at the Former Oversight Board meeting on June 27, and those who did speak noted that insufficient notice and information was provided to understand the actions being taken. It appears that even the Former Oversight Board members did not have the information necessary to take the actions they took. There was no reference in the staff report that gave even the remotest hint that these properties were the very properties that are part of the site for the proposed Clippers arena. There was no discussion of the action by the Former Oversight Board members. Zero. Just a move to approve and a vote. The entire meeting of the Former Oversight Board lasted less than 15 minutes, further frustrating the public discourse goals championed by the Brown Act. For all of these reasons, the Successor Agency's and Former Oversight Board's actions must be voided and set aside.

PARTIES TO THIS PROCEEDING

7. Plaintiff and Petitioner MSG Forum is, and at all times mentioned herein was, a Delaware limited liability company. Petitioner operates an Inglewood venue commonly known as the Forum, a 17,800-seat, multi-purpose indoor arena.

8. Respondent and Defendant Successor Agency is the legal entity responsible for overseeing the winding down of the affairs of the former Inglewood Redevelopment Agency. The former Inglewood Redevelopment Agency was dissolved in 2012, in accordance with ABx1 26, commonly referred to as the "Dissolution Act."

9. Respondent and Defendant Former Oversight Board was an "oversight board" within the meaning of the Dissolution Act. Pursuant to the Dissolution Act, the

Former Oversight Board had certain duties, including overseeing the winding down of the Successor Agency. Pursuant to the Dissolution Act, as of July 1, 2018, the Former Oversight Board was dissolved and its duties, responsibilities, and liabilities were assumed by the Consolidated Oversight Board.

10. On information and belief, Respondent and Defendant Consolidated Oversight Board is the successor in interest to the Former Oversight Board. The Consolidated Oversight Board has certain duties, including overseeing the winding down of the Successor Agency.

11. Real Party in Interest Murphy's Bowl is a Delaware limited liability company with its principal place of business in Bellevue, Washington.

12. MSG Forum does not know the true names or capacities, whether individual, corporate, associate or otherwise, of Respondent Does 1–10, or of Real Parties in Interest Roes 10–20, inclusive, and therefore sues said Respondents and Real Parties in Interest under fictitious names. MSG Forum will amend this Petition and Complaint to show their true names and capacities when and if the same has been ascertained.

JURISDICTION AND VENUE

13. This Court has jurisdiction over the causes of action asserted in this Petition and Complaint pursuant to the California Constitution Article VI, section 10, Code of Civil Procedure section 410.10, Code of Civil Procedure sections 1085 and/or 1094.5, and Government Code sections 54960 and 54960.1.

14. Venue in this Court is proper. The obligations, liabilities, and violations of law alleged in this pleading occurred in the City of Inglewood. (Code Civ. Proc. § 401(1).) In addition, Respondents are located within the County of Los Angeles. (*Id.* § 394.)

15. MSG Forum has performed all conditions precedent to filing this action, including exhausting all available administrative remedies, and has no other remedy than to bring this action.

GENERAL ALLEGATIONS

A. *Overview of the Dissolution Act*

16. The Successor Agency controls the Redevelopment Agency Properties. Pursuant to the Dissolution Act, the Successor Agency is tasked with, among other things, winding down the affairs of the former Inglewood Redevelopment Agency. The Inglewood City Council is the designated "Governing Board" of the Successor Agency, and Mayor Butts of the City of Inglewood serves as the Chair of the Successor Agency Governing Board.

17. Certain actions taken by the Successor Agency when winding down the affairs of the former Inglewood Redevelopment Agency, such as the disposition of real property assets, are subject to "oversight board" direction and approval under the Dissolution Act. Oversight boards are seven member boards established by the Dissolution Act to oversee successor agency wind down efforts. Oversight board members have a fiduciary responsibility to the taxing entities that benefit from the distribution of property tax and other revenues.

18. Prior to July 1, 2018, the Successor Agency was overseen by the Former Oversight Board. In addition to being Mayor of the City of Inglewood, sitting on the City Council and serving as chair of the Successor Agency Governing Board, Mayor Butts also chaired the Former Oversight Board. Since the dissolution of the Former Oversight Board on July 1, 2018, the Successor Agency is now overseen by the Consolidated Oversight Board. Mayor Butts currently chairs the Consolidated Oversight Board as well.

19. Pursuant to the Dissolution Act, the Successor Agency was required to adopt a "Long Range Property Management Plan" (the "LRPMP") that addresses the disposition and use of real properties owned by the former Inglewood Redevelopment Agency. The Redevelopment Agency Properties are included in the LRPMP.

20. It is in this context that, on information and belief, the Successor Agency and Former Oversight Board were acting on Mayor Butts' proposal for the Clippers arena.

B. ***Mayor Butts' Plan for a Clippers' Arena in Inglewood***

21. On June 15, 2017, Mayor Butts and the City of Inglewood publicly announced a plan to enter into an Exclusive Negotiating Agreement ("ENA") with the Clippers, by way of a company called Murphy's Bowl LLC, to facilitate the development of the Clippers arena. The Redevelopment Agency Properties were included in the ENA area and are subject to the requirements set forth in the ENA. The same day, the City, the Successor Agency, and the City of Inglewood Parking Authority, all of which are chaired by Mayor Butts, each held a "special meeting" to approve the ENA. Both the Successor Agency and Parking Authority violated the Brown Act by failing to provide sufficient notice to the public for their respective special meetings. MSG Forum sent a cure and correct demand pursuant to the Brown Act to both the Successor Agency and Parking Authority on July 14, 2017. (A true and correct copy of the July 14, 2017 cure and correct demand to the Successor Agency is attached as **Exhibit A**.)

22. Emails between representatives of Murphy's Bowl and the City of Inglewood revealed the efforts to keep the public in the dark about the ENA. In an email exchange discussing the agenda for the June 15, 2017 meeting, the City's attorney, responding to a Murphy's Bowl representative's question about whether the ENA had to be posted with the agenda, 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." (A true and correct copy of this email exchange is attached as **Exhibit B**.) The same email from the Murphy's Bowl representative stated that its entity would "have a generic name so it won't identify the proposed project." (*Id.*)

23. Following receipt of MSG Forum's demand letters, the Successor Agency and Parking Authority each held another special meeting on July 21, 2017 to "redo" their unlawful approval of the ENA.

24. The City, Successor Agency, Parking Authority, and Murphy's Bowl subsequently entered into an amended and restated ENA, dated August 15, 2017 (the "Amended ENA"). The Redevelopment Agency Properties are subject to the Amended ENA. On information and belief, the Redevelopment Agency Properties are shown in yellow and described as the "Successor Agency Parcels" on the Amended ENA "Exhibit "A" - Study Area Site Map." (A true and correct copy of the Amended ENA is attached hereto as **Exhibit C**.)

25. In the Amended ENA, the Successor Agency committed to convey the Redevelopment Agency Properties directly to Murphy's Bowl if the Clippers arena was "approved." (*See* **Exhibit C**, at Recital D.)

26. On September 7, 2017, the Former Oversight Board adopted a resolution that, among other things, "ratified and approved" the "actions of the Successor Agency to date in connection with the ENA." (*See* Former Oversight Board Resolution No. 17-OB-004 at 3, a true and correct copy of which is attached as **Exhibit D**.)

C. *The Successor Agency and Former Oversight Board Rush to Take Additional Actions in Furtherance of the Proposed Clippers Arena and Violate the Brown Act*

27. On June 14, 2018, the Former Oversight Board posted a "NOTICE TO PUBLIC OF PROPOSED ACTION." The notice stated, among other things, the following:

> Successor Agency staff is requesting the Oversight Board to direct the Successor Agency to dispose of all parcels of real property identified as LAX Noise Mitigation Properties in the approved Long-Range Property Management Plan, as amended, subject to the disposition requirements set forth in those certain Federal Aviation Grant Agreements and Los Angeles World Airport Letter Agreements applicable to the LAX Noise

> Mitigation Properties (collectively, the "FAA Grant Agreements").

(A true and correct copy of the June 14, 2018 notice is attached hereto as **Exhibit E**.)

28. While the notice posted on June 14, 2018 states that the Successor Agency was requesting the Former Oversight Board to direct it to dispose of the "LAX Noise Mitigation Properties," ***the Successor Agency did not actually vote to make this request until June 19, 2018, five days after the Former Oversight Board posted the notice about the request***.

29. On June 19, 2018, the Successor Agency held a regular meeting. The agenda for that meeting contained the following vague and ambiguous description for agenda item CSA-3:

> CSA-3. OFFICE OF THE EXECUTIVE DIRECTOR
> Staff report recommending approval to request that the Oversight Board for the Successor Agency of the Former Inglewood Redevelopment Agency adopt a Resolution, directing the Successor Agency to implement the State of California Department of Finance approved Long-Range Property Management Plan, as amended, with respect to the Long-Term Use and Disposition of the LAX Noise Mitigation Properties, B-1.1 through and including B-3, representing Parcels 1 through and including 13, subject to the applicable disposition requirements of the Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements.

(A true and correct copy of the June 19, 2018 Agenda and Staff Report of the Inglewood Successor Agency is attached hereto as **Exhibit F**.)

30. This Successor Agency agenda description is vague, ambiguous, misleading, and insufficient to put the public on notice of the action the Successor Agency proposed to take at the June 19, 2018 regular meeting. While the referenced "LAX Noise Mitigation Properties" are—as has now become clear—the Redevelopment Agency Properties subject to the Amended ENA, there was no mention in the agenda description (or its accompanying staff report) of the Amended ENA, Murphy's Bowl, or the Clippers arena. No addresses were listed. No map of the properties was included.

There is also no information in the agenda description (or accompanying staff report) regarding the referenced "Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements," i.e., what they require, who is a party to the agreements, the dates of the agreements, agreement numbers, where the agreements might be available to review, etc. (*See* **Exhibit F.**) Without discussion, the Successor Agency approved an action at its June 19, 2018 regular meeting to:

> request that the Oversight Board for the Successor Agency of the Former Inglewood Redevelopment Agency adopt a Resolution, directing the Successor Agency to implement the State of California Department of Finance approved Long-Range Property Management Plan, as amended, with respect to the Long-Term Use and Disposition of the LAX Noise Mitigation Properties, B-1.1 through and including B-3, representing Parcels 1 through and including 13, subject to the applicable disposition requirements of the Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements.

31. On information and belief, given the nature of the vague, ambiguous, and potentially misleading agenda language, no member of the public testified on agenda item CSA-3 at the Successor Agency's June 19, 2018 regular meeting.

32. On July 13, 2018, MSG Forum submitted a letter to the Successor Agency demanding that it cure and correct the action taken on item CSA-3 at the June 19, 2018 regular meeting in violation of the Brown Act. (A true and correct copy of MSG Forum's July 13, 2018 demand is attached hereto as **Exhibit G.**) The Successor Agency did not respond to MSG Forum's demand.

33. On June 27, 2018, the Former Oversight Board held a special meeting. Agenda item 3 was described as follows:

> Adoption of Resolution by the Oversight Board to the Successor Agency of the former Inglewood Redevelopment Agency Directing the City of Inglewood as the Successor Agency to former Inglewood Redevelopment Agency to Implement the approved Long-Range Property Management Plan, as amended, with respect to the Long-Term Use and Disposition of the LAX Noise Mitigation Properties, B-1.1 through and including B-3, representing Parcels 1 through and including 13, subject to the applicable Disposition

Requirements of the Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements.

(A true and correct copy of the June 27, 2018 special meeting agenda is attached hereto as **Exhibit H**.)

34. Again, while the referenced "LAX Noise Mitigation Properties" are actually the Redevelopment Agency Properties subject to the Amended ENA between the Successor Agency, the City, the Parking Authority and Murphy's Bowl, there is no reference to the Amended ENA, to Murphy's Bowl, to the Clippers, or to the proposed Clippers arena in the agenda description. The agenda description again also includes vague and uninformative references to "applicable Disposition Requirements of the Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements." However, there is no information in the agenda about those agreements – again, what they require, who is a party to the agreements, the dates of the agreements, agreement numbers, where the agreements might be available to review, etc. Further, the staff report for special meeting agenda item 3 again did not contain any reference to the Amended ENA, Murphy's Bowl, the Clippers, or the proposed Clippers arena, or any details regarding the "Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements." (A true and correct copy of the staff report for the June 27, 2018 special meeting, agenda item 3, is attached as **Exhibit I**.)

35. On information and belief, the referenced "Disposition Requirements of the Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements" were not made available to the public in the June 27, 2018 special meeting materials or at the meeting itself. Failing to make these documents available frustrated the Brown Act's purpose to "facilitate public participation in local government decisions and to curb misuse of democratic process by secret legislation by public bodies." (*Boyle v. City of Redondo Beach* (1999) 70 Cal.App.4th 1109, 1116.)

36. Further, on information and belief, the Former Oversight Board did not possess or review the Federal Aviation Administration grant agreements or the Los Angeles World Airports letter agreements at or prior to the June 27, 2018 special meeting.

37. At the June 27, 2018 special meeting, the Former Oversight Board took an action to adopt Resolution 18-OB-003. (A true and correct copy of the June 27, 2018 resolution is attached as **Exhibit J**.) In pertinent part, Resolution 18-OB-003 provides:

> WHEREAS, the Mitigation Properties are subject to the Federal Aviation Administration grant agreements and associated Los Angeles World Airports letter agreements (collectively, the "FAA Grant Agreements") …
>
> Section 3. The Successor Agency is hereby directed to dispose of the Mitigation Properties in accordance with the Amended LRPMP.
>
> Section 4. The Mitigation Properties are subject to the disposition requirements of the FAA Grant Agreements and any compensation agreement requirements of the Dissolution Law with respect to any net proceeds from a third party (non-City) transferee, after all obligations of the FAA Grant Agreements are satisfied. …

The adopted Resolution contains no reference to the Revised ENA, Murphy's Bowl, the Clippers, or the proposed Clippers arena, and no information about the referenced "FAA Grant Agreements." The lack of information surrounding the action to adopt Resolution 18-OB-003 places the public in the position of not knowing what the Former Oversight Board directed the Successor Agency to do. This is precisely the misuse of the democratic process the Brown Act seeks to protect against.

38. MSG Forum participated in the June 27, 2018 special meeting of the Former Oversight Board and provided written and oral testimony; however, MSG Forum and, on information and belief, other members of the public, were unable to adequately understand the items discussed or acted on by the Former Oversight Board at the June 27,

2018 special meeting, and were therefore denied the opportunity to prepare and provide meaningful comments to the Former Oversight Board.

39. On June 29, 2018, MSG Forum submitted a letter to the Former Oversight Board demanding that it cure and correct its action, taken in violation of the Brown Act, to adopt Resolution 18-OB-003 at its June 27, 2018 special meeting. (A true and correct copy of the demand is attached hereto as **Exhibit K**.) The Former Oversight Board did not respond to the demand.

40. On July 1, 2018, by operation of law, the Former Oversight Board dissolved and was replaced by the Consolidated Oversight Board which assumed, by operation of law, all of the duties and responsibilities of the Former Oversight Board.

FIRST CAUSE OF ACTION

(Brown Act Violations (Gov. Code § 54950 *et seq.*) – Against Successor Agency)

41. MSG Forum incorporates and alleges the allegations in paragraphs 1 through 40, inclusive, as though fully set forth herein.

42. Pursuant to Government Code section 54960, an interested person such as MSG Forum may "commence an action by mandamus, injunction, or declaratory relief for purpose of stopping or preventing violations or threatened violations" of the Brown Act, or to "determine the applicability of this chapter to ongoing actions or threatened future actions of the legislative body, or to determine the applicability of this chapter to past actions of the legislative body, subject to Section 54960.2 …"

43. Pursuant to Government Code section 54960.1, an interested person such as MSG Forum may "commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that an action taken by a legislative body of a local agency in violation of Section … 54954.2 … is null and void under this section."

44. Pursuant to Government Code section 54954.2, "[a]t least 72 hours before a regular meeting, the legislative body of the local agency, or its designee shall post on an agenda containing a ***brief general description of each item of business to be transacted***

or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed 20 words. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public and on the local agency's Internet Web site, if the local agency has one." (emphasis added.)

45. The Successor Agency had a mandatory, non-discretionary, ministerial duty to comply with the requirements of the Brown Act, including Government Code section 54954.2.

46. The Successor Agency violated the Brown Act by inadequately describing the business to be transacted at its June 19, 2018 meeting in violation of Government Code section 54954.2 with its vague, ambiguous, and misleading agenda language. The agenda language for item CSA-3 provided no indication that the properties for which the Successor Agency sought direction from the Former Oversight Board were subject to the Amended ENA and within the "Site" proposed for the Clippers arena. The agenda also failed to provide any information regarding the referenced "Disposition Requirements of the Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements." Neither the agenda itself, nor the accompanying staff report gave any indication as to what those agreements required, who was a party to the agreements, the dates of the agreements, the agreement numbers, where the agreements may be available to review, etc.

47. In taking the action that it took on agenda item CSA-3 at its June 19, 2018 regular meeting, the Successor Agency violated the Brown Act.

48. On July 13, 2018, MSG Forum submitted a letter to the Successor Agency demanding that it cure and correct the action taken at its June 19, 2018 regular meeting in violation of the Brown Act. While Government Code section 54960.1(c)(2) directs that, within 30 days of the demand, a legislative body shall either cure an action taken in violation of the Brown Act or inform the demanding party of its decision not to cure and

correct the challenged action, the Successor Agency failed to respond to MSG Forum's demand.

49. The Successor Agency has a history of violating the Brown Act in connection with the ENA and the Amended ENA. (*See* **Exhibit A.**) Consequently, MSG Forum has reason to believe that the Successor Agency will continue to violate the Brown Act in the future.

50. MSG Forum and the public were prejudiced and harmed as a result of the foregoing violation of the Brown Act because neither it nor the public were able to adequately understand the items to be discussed or acted on by the Successor Agency at the June 19, 2018 regular meeting, and were therefore denied the opportunity to prepare and provide meaningful comments to the Successor Agency.

51. MSG Forum requests that this Court hold and declare that the Successor Agency violated the Brown Act on June 19, 2018, by providing a vague, ambiguous and misleading agenda with respect to an action in furtherance of the proposed Clippers arena agenda and voting to request that the Former Oversight Board direct it to take certain actions with respect to the Redevelopment Agency Properties. MSG Forum further requests that this Court issue a writ of mandate enjoining the Successor Agency from undertaking any action or discussion on any item not properly described on an agenda under Government Code section 54954.2(a) (regular meeting) and/or section 54956 (special meetings).

52. MSG Forum further requests that this Court hold and declare that, based on the violations of the Brown Act at the June 19, 2018 regular meeting, any action taken by the Successor Agency at that meeting to request that the Former Oversight Board direct it to take certain actions with respect to the Redevelopment Agency Properties is null and void. MSG Forum also requests that this Court issue a writ of mandate compelling the Successor Agency to nullify its action to request that the Former Oversight Board direct it to take certain actions with respect to the Redevelopment Agency Properties.

SECOND CAUSE OF ACTION

(Brown Act Violations (Gov. Code § 54950 *et seq.*) – Against Former Oversight Board and Consolidated Oversight Board as Successor in Interest)

53. MSG Forum incorporates and alleges the allegations in paragraphs 1 through 52, inclusive, as if fully set forth herein.

54. Pursuant to Government Code section 54960, an interested person such as MSG Forum may "commence an action by mandamus, injunction, or declaratory relief for purpose of stopping or preventing violations or threatened violations" of the Brown Act, or to "determine the applicability of this chapter to ongoing actions or threatened future actions of the legislative body, or to determine the applicability of this chapter to past actions of the legislative body, subject to Section 54960.2 …"

55. Pursuant to Government Code section 54960.1, an interested person such as MSG Forum may "commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that an action taken by a legislative body of a local agency in violation of Section … 54956… is null and void under this section."

56. Pursuant to Government Code section 54956, a "special meeting may be called at any time by the presiding officer of the legislative body of a local agency, or by a majority of the members of the legislative body, by delivering written notice to each member of the legislative body and to each local newspaper of general circulation and radio or television station requesting notice in writing and posting a notice on the local agency's Internet Web site, if the local agency has one. The notice shall be delivered personally or by any other means and shall be received at least 24 hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at these meetings by the legislative body." (Gov. Code § 54956(a).)

57. The Former Oversight Board had a mandatory, non-discretionary, ministerial duty to comply with the requirements of the Brown Act, including Government Code section 54956.

58. The Former Oversight Board violated the Brown Act by inadequately describing the business to be transacted at its June 27, 2018 special meeting in violation of Government Code section 54956 with its vague, ambiguous, and misleading language on the written notice of the special meeting. The agenda language for item 3 provided no indication that the properties for which it was proposing to provide direction were subject to the Amended ENA and within the location proposed for the Clippers arena. The agenda also failed to provide any information regarding the referenced "Disposition Requirements of the Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements." Neither the agenda itself, the accompanying staff report, nor the adopted Resolution 18-OB-003 gave any indication as to what those agreements required, who was a party to the agreements, the dates of the agreements, the agreement numbers, where the agreements may be available to review, etc.

59. In adopting Resolution 18-OB-003 on June 27, 2018, the Former Oversight Board violated the Brown Act.

60. MSG Forum and the community at large were prejudiced and harmed as a result of the foregoing violation of the Brown Act because both it and other members of the public were unable to adequately understand the items to be discussed or acted on by the Former Oversight Board at the June 27, 2018 special meeting, and were therefore denied the opportunity to prepare and provide meaningful comments to the Former Oversight Board.

61. On June 29, 2018, MSG Forum submitted a letter to the Former Oversight Board demanding that it cure and correct the action taken at its June 27, 2018 regular meeting in violation of the Brown Act. While Government Code section 54960.1(c)(2) directs that, within 30 days of the demand, a legislative body shall either cure an action

taken in violation of the Brown Act or inform the demanding party of its decision not to cure and correct the challenged action, the Former Oversight Board failed to respond to MSG Forum's demand. On July 27, 2018, MSG Forum informed the Consolidated Oversight Board of the Former Oversight Board's improper actions taken on June 27, 2018 and MSG Forum's June 29, 2018 cure and correct demand. (A true and correct copy of the letter to the Consolidated Oversight Board is attached as **Exhibit L.**)

62. MSG Forum requests that this Court hold and declare that the Former Oversight Board violated the Brown Act on June 27, 2018 by adopting Resolution 18-OB-003.

63. MSG Forum further requests that this Court hold and declare that, based on the violations of the Brown Act at the June 27, 2018 meeting, the Former Oversight Board's action adopting Resolution 18-OB-003 is null and void. MSG Forum also requests that this Court issue a writ of mandate compelling the Consolidated Oversight Board, as successor in interest to the Former Oversight Board, to nullify the Former Oversight Board's action adopting Resolution 18-OB-003 and directing the Successor Agency to take no action in furtherance of the disposition of the Redevelopment Agency Properties until so directed by the Consolidated Oversight Board following a properly noticed public meeting that complies with the Brown Act.

THIRD CAUSE OF ACTION

(Writ of Mandate (Cal. Code Civ. Proc. §§ 1085, 1094.5) – Against Former Oversight Board and Consolidated Oversight Board as Successor in Interest)

64. MSG Forum incorporates and alleges the allegations in paragraphs 1 through 63, inclusive, as if fully set forth herein.

65. The Former Oversight Board had a clear duty to oversee the Successor Agency's wind down activities, including the disposition of the Successor Agency's assets and property.

66. The Former Oversight Board was required to hold a public meeting before directing the Successor Agency to dispose of its property. The Former Oversight Board held the meeting. The Former Oversight Board was vested with discretion in determining how to direct the Successor Agency with regard to the Redevelopment Agency Properties.

67. On information and belief, the Former Oversight Board members did not possess or consider the "Federal Aviation Administration grant agreements and Los Angeles World Airport letter agreements" when the Former Oversight Board directed the Successor Agency to dispose of the Redevelopment Agency Properties, even though the Former Oversight Board's Resolution 18-OB-003 determined that the Redevelopment Agency Properties were subject to the Federal Aviation Administration grant agreements and Los Angeles World Airport letter agreements.

68. The Former Oversight Board's finding that the Redevelopment Agency Properties were subject to the Federal Aviation Administration grant agreements and Los Angeles World Airport letter agreements, and its direction to the Successor Agency to dispose of the Redevelopment Agency Properties subject to the disposition requirements in those agreements, without, on information and belief, having reviewed or possessed such agreements, violates the Former Oversight Board's mandatory duty to oversee the Successor Agency under the Dissolution Act, is arbitrary and capricious, is wholly lacking in evidentiary support, and constitutes a prejudicial abuse of discretion.

69. MSG Forum is beneficially interested. MSG Forum owns the Forum, which is less than two miles away from the Redevelopment Agency Properties. Moreover, MSG Forum has a lease interest[1] in vacant lots that abut the Redevelopment Agency Properties. As such, any changes to or development on the Redevelopment

[1] The continued validity of MSG Forum's lease interest is subject to another pending action between MSG Forum and the City, *MSG Forum, LLC v. City of Inglewood et al.*, YC072715, Los Angeles County Superior Court, Torrance (2017).

Agency Properties may have a material impact on the operation or value of MSG Forum's properties and interests.

70. MSG Forum is also a taxpayer with an interest in preventing the illegal and improper disposition of the Successor Agency's property. MSG Forum also has a beneficial interest in ensuring that the Former Oversight Board properly carries out its duty to oversee the Successor Agency's wind down activities.

71. MSG Forum has exhausted all potential administrative remedies, including providing written and oral testimony at the Former Oversight Board's June 27, 2018 special meeting where it adopted Resolution 18-OB-003.

72. MSG Forum has no plain, speedy, or adequate legal remedy outside the grant of a writ of mandate. No money or other legal remedies can adequately compensate MSG Forum for the hardship caused by the Former Oversight Board's abuse of its discretion in the performance of its legal duties.

PRAYER FOR RELIEF

WHEREFORE, MSG Forum respectfully prays for the following relief:

On the First Cause of Action (Brown Act Violations Against Successor Agency)

1. That this Court enter a declaratory judgement that the Successor Agency violated the Brown Act at its June 19, 2018 regular meeting;

2. That this Court issue a writ of mandate enjoining the Successor Agency from undertaking any action or discussion on any item not properly described on an agenda under Government Code section 54954.2(a) (regular meeting) and/or section 54956 (special meetings);

3. That this Court issue a writ of mandate enjoining the Successor Agency from taking any action in furtherance of the disposition of the Redevelopment Agency Properties until so directed by the Consolidated Oversight Board following a properly noticed public meeting that complies with Government Code sections 54950 *et seq.*;

4. That this Court enter a declaratory judgement that the action taken by the Successor Agency on June 19, 2018 on agenda item CSA-3 is null and void;

5. That this Court issue a writ of mandate compelling the Successor Agency to nullify the action taken at its June 19, 2018 regular meeting on agenda item CSA-3;

On the Second Cause of Action (Brown Act Violations Against Former Oversight Board):

6. That this Court enter a declaratory judgement that the Former Oversight Board violated the Brown Act at its June 27, 2018 meeting;

7. That this Court enter a declaratory judgement that the action taken by the Former Oversight Board on June 27, 2018 to adopt Resolution 18-OB-003 is null and void;

8. That this Court issue a writ of mandate compelling the Consolidated Oversight Board as successor in interest to the Former Oversight Board to nullify the action taken by the Former Oversight Board on June 27, 2018 to adopt Resolution 18-OB-003 and directing the Successor Agency to take no further action in furtherance of the disposition of the Redevelopment Agency Properties until such time the Consolidated Oversight Board directs it do so following a properly noticed public meeting that complies with Government Code sections 54950 *et seq.*;

On the Third Cause of Action (Writ of Mandate):

9. That this Court issue a writ of mandate directing the Consolidated Oversight Board as successor in interest to the Former Oversight Board to vacate and nullify the Former Oversight Board's June 27, 2018 adoption of Resolution 18-OB-003.

As to All Causes of Action:

10. That this Court issue an order awarding MSG Forum its attorneys' fees incurred in this action pursuant to Government Code section 54960.5 and/or Code of Civil Procedure section 1021.5;

11. That this Court issue an order awarding MSG Forum its costs incurred in this action; and

12. For such other relief as the Court deems just and proper.

Dated: August 21, 2018

Respectfully submitted,

LATHAM & WATKINS LLP
Marvin S. Putnam
Jessica Bina Stebbins
Benjamin J. Hanelin
John C. Heintz

By _____
John C. Heintz
Attorneys for Petitioner and Plaintiff
MSG FORUM, LLC

VERIFICATION

I, Marc Schoenfeld declare:

I am a Senior Vice President of Petitioner and Plaintiff MSG Forum, LLC, and I am authorized to make this verification for Petitioner and Plaintiff. I have read the foregoing First Amended Verified Petition for Writ of Mandate and Complaint for Injunctive and Declaratory Relief and know the contents thereof. All the facts alleged therein are either true of my own personal knowledge, or I am informed and believe them to be true, and on that basis allege them to be true.

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

Executed this 20th day of August 2018 at New York, New York.

Marc Schoenfeld

EXHIBIT A

LATHAM & WATKINS LLP

10250 Constellation Blvd., Suite 1100
Los Angeles, California 90067
Tel: +1.424.653.5500 Fax: +1.424.653.5501
www.lw.com

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VIA HAND DELIVERY, ELECTRONIC MAIL AND FEDEX

July 14, 2017

James T. Butts, Jr., Chairperson
George Dotson, Board Member
Ralph L. Franklin, Board Member
Eloy Morales, Board Member
Alex Padilla, Board Member
Successor Agency to the Inglewood Redevelopment Agency
1 Manchester Boulevard, 4th Floor
Inglewood, CA 90301

Re: Demand to Cure Violation of the Ralph M. Brown Act

Dear Chairperson Butts and Board Members:

On behalf of MSG Forum LLC, and pursuant to Government Code sections 54960 and 54960.1, we demand that the Successor Agency to the Inglewood Redevelopment Agency (the "Successor Agency") cure the violation of the Ralph M. Brown Act (Government Code section 54950 *et seq.*) (the "Brown Act") that the Successor Agency committed at the improperly noticed and agendized special meeting held on June 15, 2017 (the "Special Meeting"), with respect to Special Meeting Consent Item No. 1.

On June 15, 2017, the Successor Agency, together with the Inglewood City Council (the "City") and the Inglewood Parking Authority (the "Authority"), held an improperly noticed special meeting. Pursuant to Health & Safety Code section 34173, subdivision (g), "[a] successor agency is a separate public entity from the public agency that provides for its governance and the two entities shall not merge. . . . Each successor agency shall be deemed to be a local entity for purposes of the Ralph M. Brown Act[.]" As a separate public entity subject to the Brown Act, the Successor Agency was required to give the public notice of any special meeting by posting a notice on its website. *See* Gov. Code § 54956(a) ("[a] special meeting may be called at any time . . . by delivering written notice . . . and posting a notice on the local agency's Internet Web site, if the local agency has one").

8107/71/60

The Successor Agency has its own website.[1] The Successor Agency did not post public notice of the Special Meeting on its website. Neither the "Home Page"[2] nor the "Agenda Center"[3] contains any reference to, or notice of, the June 15, 2017 Special Meeting. Attached as Exhibit 1 are screenshots of the Home Page and Agenda Center, respectively, dated June 16, 2017. These exhibits demonstrate that the Successor Agency failed to post the requisite notice.

This failure to post notice of the Successor Agency's June 15, 2017 Special Meeting violated the Brown Act. The Successor Agency's actions at the June 15, 2017 Special Meeting are therefore void.

Further, there is no explicit indication that the *Successor Agency* – which is a separate entity (*see* Health & Safety Code § 34173(g)) – would take any action with respect to the ENA at the meeting. Consent Item No. 1 is listed on the agenda under the heading "ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT." This is a department of the City. Moreover, the following language appears immediately above this heading: "These items will be acted upon as a whole unless called upon by a Council Member." The Successor Agency does not have Council Members; it has Board Members. The Agenda does not include any explicit reference to Board Members acting on these items, or taking any action at all.

In sum, the agenda – which was posted exclusively on the *City's* website, and identified Consent Item No. 1 as an action item for a *City* department, to be acted on by *City* Council Members – failed to provide reasonable notice that the *Successor Agency* could or would take any action regarding the ENA at the meeting.

We demand that the Successor Agency immediately cure its Brown Act violations as described above. In particular, the "action" taken by the Successor Agency is void and the Successor Agency must rescind the improper action taken at the improperly noticed Special Meeting, including entering into the ENA. In any event, the ENA is currently void because of the Successor Agency's failure to lawfully enter into it.

Government Code section 54960.1 requires the Successor Agency either to cure or correct its actions, or to inform us of its intent not to do so, within 30 days from the receipt of this demand. If the Successor Agency fails to cure or correct its violations as demanded and required by law, our client intends to seek judicial invalidation of the action (along with its costs and reasonable attorneys' fees) pursuant to Government Code section 54960.1.

Sincerely,

Marvin S. Putnam
of LATHAM & WATKINS LLP

[1] The Successor Agency's website is available at: https://www.cityofinglewood.org/253/Successor-Agency.
[2] https://www.cityofinglewood.org/253/Successor-Agency
[3] https://www.cityofinglewood.org/AgendaCenter/Successor-Agency-17

09/12/2018 08/11/2018

cc: Margarita Cruz, Successor Agency Manager (via email only)
City of Inglewood c/o City Clerk (via email only)
City of Inglewood Parking Authority c/o Secretary (via email only)
Murphy's Bowl LLC (via FEDEX only)

EXHIBIT 1

Inglewood | CA

Site Tools

CITY HALL DEPARTMENTS RESIDENTS BUSINESS HOW DO I...

[redacted]

[redacted]

[redacted]

Administrative Reports

Long Range Property Management Plan

Oversight Board ▸

Recognized Obligation Payment Schedules (ROPS) ▸

Staff

Tax Allocation Bond Debt

Home › Departments › Economic & Community Development › Successor Agency

Successor Agency

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Members

The City Council of the City of Inglewood is the designated Governing Board of the Successor Agency. The officers of the Successor Agency are:

- James T. Butts, Jr., Chairperson
- George Dotson, Board Member
- Ralph L. Franklin, Board Member
- Eloy Morales, Board Member
- Alex Padilla, Board Member

Overview

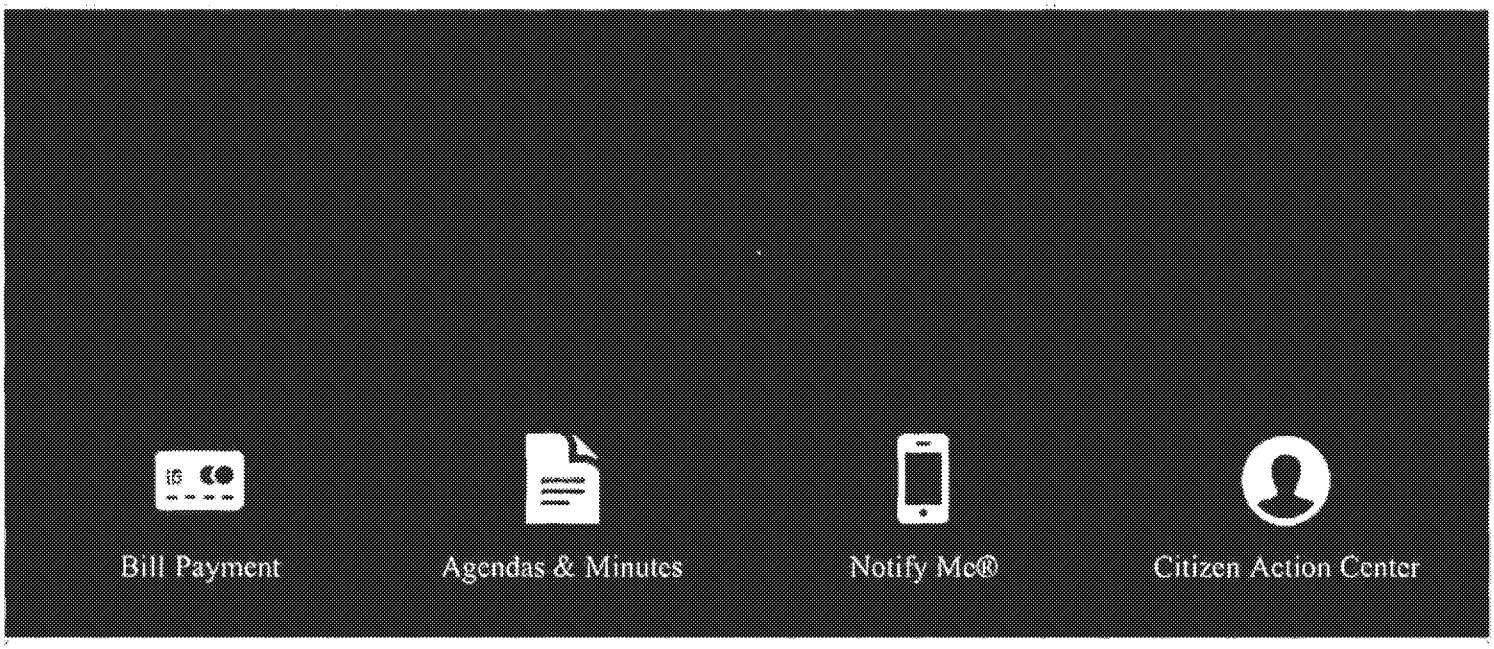
The City of Inglewood ("City") created the Agency in 1969 to exercise the powers granted by the Redevelopment Law. Six redevelopment project areas were adopted that were merged into one, the Merged and Amended Redevelopment Project Area (Merged Project Area). The Merged Project Area covered approximately 1,594 acres of land in the City and included major commercial and industrial arteries along La Cienega Boulevard, La Brea Avenue, Prairie Avenue, Florence Avenue, Century Boulevard and Imperial Highway.

Important Dates / Conclusions

On December 29, 2011, the California Supreme Court upheld Assembly Bill XI 26 (AB xI 26), which provides for the termination of all California Redevelopment Agencies (RDAs).

On January 10, 2012, The City elected to become the Successor Agency of the former Inglewood Redevelopment Agency taking effect on February 1, 2012. As the Successor Agency the City assumes the obligations of the former Inglewood Redevelopment Agency and elects to carry out activities necessary to wind down its affairs. This includes completing the Inglewood Senior Center, reconstructing Century Boulevard and the Hollywood Park redevelopment project. The Forum, a Successor Agency project, has already been completed.

Since the initial adoption of AB X1 26, additional legislation has passed affecting the dissolution process of Redevelopment Agencies and creating additional reporting requirements.



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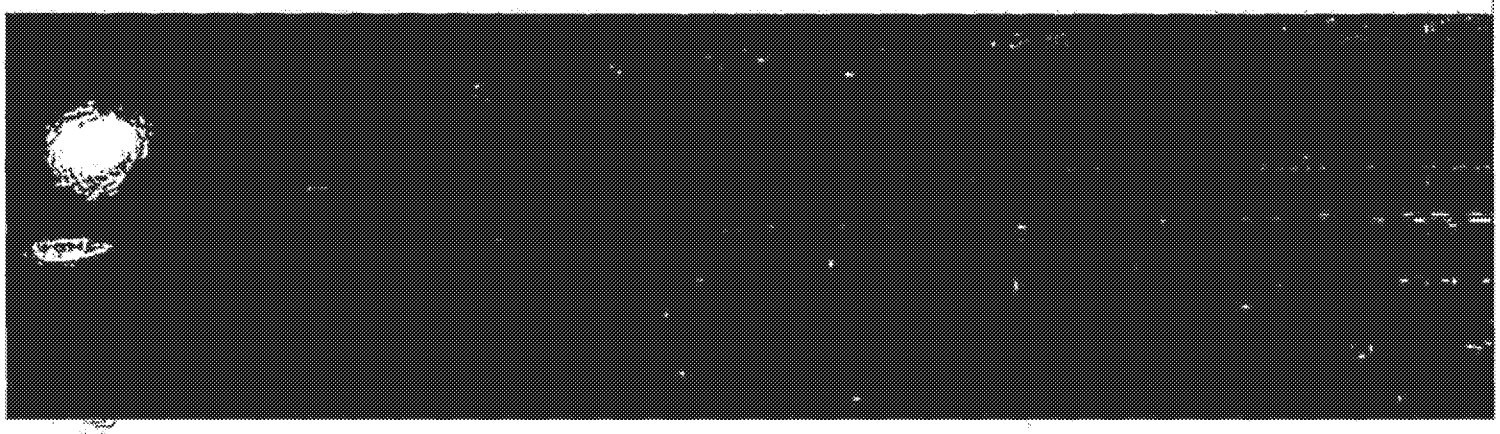
Inglewood CA

Site Tools

CITY HALL DEPARTMENTS RESIDENTS BUSINESS HOW DO I...



[redacted]

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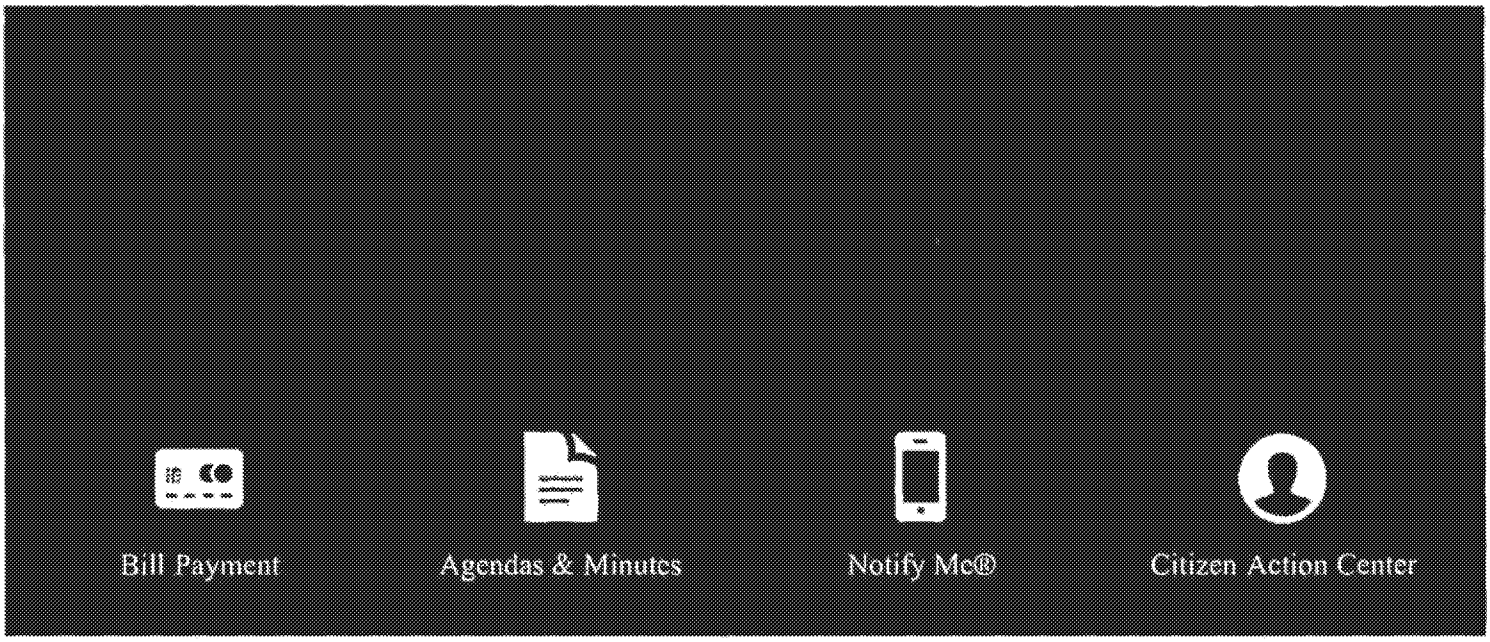
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EXHIBIT B

09111/2018
09/21/2018

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
>

EXHIBIT C

Attachment No. 1

AGREEMENT NO. 17-456 (AMENDMENT NO. 1)
APPROVED: AUGUST 15, 2017

AMENDED AND RESTATED EXCLUSIVE NEGOTIATING AGREEMENT

This Amended and Restated Exclusive Negotiating Agreement, dated as of August 15, 2017,[1] (the "Agreement"), is made by and among the City of Inglewood, a municipal corporation (the "City"), the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency, a public body, corporate and politic (the "Successor Agency"), the Inglewood Parking Authority, a public body, corporate and politic (the "Authority"), and Murphy's Bowl LLC, a Delaware limited liability company (the "Developer").

The City, Successor Agency and the Authority are sometimes collectively referred to herein as the "Public Entities"). The Public Entities and Developer are sometimes herein referred to as the "Parties").

For and in consideration of the mutual covenants and promises herein, the parties agree as follows:

RECITALS

This Agreement amends and restates in its entirety that certain Exclusive Negotiating Agreement previously entered into by the Parties and approved on June 15, 2017 (the "Prior ENA") with reference to the following facts:

A. The subject matter of this Agreement involves certain negotiation parameters established by the Parties with respect to a proposed development of an NBA professional basketball facility as more specifically described in Recital B and generally located on certain real property to be subsequently determined by the Parties within the following area of the City: Century Boulevard on the north, Prairie Avenue on the west along with two parcels located to the west of Prairie Avenue depicted as the approximately 2.03 acre parcel and the approximately 3.12 acre parcel as shown on Exhibit A, the Study Area Site Map, then midblock on West 102nd Street toward West 103rd Street on the south to Doty Avenue, and then West 102nd Street on the south to Yukon Avenue, and then Yukon Avenue on the east (the "Study Area Site"). The Study Area Site is generally depicted on the "Study Area Site Map" attached hereto, labeled Exhibit A, and incorporated herein by this reference. Once established by the Parties pursuant to negotiations established by this Agreement, the desired parcels of real properties within the Study Area Site will be specifically identified and consist of all or some of the following parcels (the "Potential Arena Site"): (1) those certain parcels of real property currently owned by the City referred to and identified as the "City Parcels" and designated as such on the Study Area Site Map, (2) those certain parcels of real property owned by the Successor Agency referred to and identified as the "Agency Parcels" and designated as such on the Study Area Site Map, and (3) those certain parcels of commercial non-residential real property currently owned by third parties referred to and identified as the "Potential Participating Parcels" and designated as such on the Study Area Site Map. Under no circumstances shall the Potential Arena Site include any parcel of real property

[1] The "Effective Date" of this Agreement, and the commencement of the Exclusive Negotiating Period, shall be the first calendar day of the month following the approval of this Agreement by the Public Entities.

on which a church or occupied residential use exists. Moreover, in no event shall the City or the Authority undertake any action to acquire any Potential Participating Parcel except in accordance with Section 2 and all applicable law. Neither the City nor the Authority shall be under any obligation pursuant to the terms of this Agreement to adopt a resolution of necessity authorizing the acquisition of any of the Potential Participating Parcels by eminent domain, and neither the City nor the Authority has committed to do so.

B. The Developer has proposed development of a premier and state of the art National Basketball Association ("NBA") professional basketball arena consisting of approximately 18,000 to 20,000 seats as well as related landscaping, parking and various other ancillary uses related to and compatible with the operation and promotion of a state-of-the-art NBA arena within the Study Area Site (the "Proposed Project").

C. It is anticipated by the Parties that, subject to the satisfaction of all the provisions of this Agreement, including without limitation the determination of the Potential Arena Site, the parcels of real property comprising the Potential Arena Site may be separately conveyed to the Developer by each of the City, Successor Agency and/or the Authority in accordance with their respective interests in the Potential Arena Site; provided however, and at the discretion of the Public Entities, the City Parcels, Agency Parcels and the Authority's interest, if any, may be singularly conveyed by the City or the Authority to the extent feasible and legally permissible. Moreover, it is contemplated by the Parties that conveyance of the City Parcels, Agency Parcels and the Authority's interest, if any, by the Public Entities will take place concurrently with back to back escrow closings to the extent a joint conveyance by the City or the Authority is not legally feasible and permissible.

D. In furtherance of the objectives of the California Redevelopment Dissolution Law, as amended ("AB 26"), if the Proposed Project is approved by the Public Entities, the Successor Agency shall convey its interests in the Agency Parcels within the Study Area Site (as defined in this Agreement) directly to the Developer under applicable provisions contained in AB 26. AB 26 has required the dissolution of the former Inglewood Redevelopment Agency (the "RDA"). The conveyance of the Agency Parcels within the Study Area Site shall be conveyed (if approved) consistent with the Successor Agency's approved Long Range Property Management Plan (the "LRPMP"), which has been approved by the Successor Agency, the Oversight Board to the Successor Agency, and the California Department of Finance (the "DOF"). The Developer acknowledges that the Public Entities have not approved the Proposed Project as of the Effective Date of this Agreement, notwithstanding the Agreement's contemplation of the process by which the approvals may be obtained and will not do so except as provided in this Agreement in the exercise of their respective absolute discretion.

E. Subject to the requirements of AB 26, the Successor Agency, along with the City and the Authority, has selected and agreed to negotiate with the Developer for the potential conveyance and development of the Agency Parcels (along with the balance of the Study Area Site, or applicable portion thereof subsequently determined) as a result of the Developer's affiliation with an NBA franchise that can be moved to the City (subject to NBA approval), and the Developer's experience and expressed commitment to expeditiously develop the Proposed Project on the Study Area Site so as to bolster the economic revitalization of Inglewood and a unique opportunity not otherwise available to provide an NBA franchise within the City of

09/11/2018

Inglewood. The Public Entities have also agreed to negotiate with the Developer for the Proposed Project because of: (a) the unique economic development and employment opportunities the Proposed Project would provide to the financial base and overall fiscal stability of the City that might otherwise not be available; and (b) the anticipated expansion of the City's presence as a major sports and entertainment center.

F. No entitlements required or requested by the Developer for the development of the Proposed Project will be considered for approval or approved by the Public Entities until the requirements of this Agreement have been satisfied, including without limitation, the approval of a Disposition and Development Agreement ("DDA") by the Public Entities as described in Section 6, compliance with CEQA as provided in Section 7, and all applicable City land use and Municipal Code requirements have been satisfied.

G. It is being proposed by the Developer that the Proposed Project be developed in multiple phases and that it be developed in a manner consistent with the descriptions, undertakings, procedures and other provisions set forth in this Agreement and as specifically set forth in a proposed DDA subject to changes or revisions if and as agreed to by the Public Entities and Developer (subject to the provisions of Section 25 below), or as may arise from the City's independent regulatory review of the Proposed Project.

H. As a result of the qualifications, experience and identity of Developer, which are of particular concern to the Public Entities, both individually and collectively, the Public Entities desire to enter into this Agreement with the Developer with the objective of negotiating a proposed mutually acceptable DDA for consideration by the Public Entities, providing for the development of the Proposed Project consistent with the terms and conditions of this Agreement.

I. The Public Entities anticipate that following execution of this Agreement and through the period of negotiation and the preparation of any DDA for the development of the Proposed Project, staff of the City on the behalf of the Public Entities, as well as certain consultants and attorneys hired by the Public Entities will devote substantial time and effort in reviewing plans, contacting and meeting with the Developer and various other necessary third parties, and providing other aid and assistance to the Developer in connection with the Proposed Project, as well as negotiating and preparing the proposed DDA described above.

Section 1. Definitions. The following terms shall have the meaning ascribed thereto, unless the context requires otherwise:

"Agreement" means this Amended and Restated Exclusive Negotiating Agreement, by and among the City, Successor Agency, the Authority and the Developer.

"Authority" means the Inglewood Parking Authority, a public body organized and existing pursuant to the California Parking Law of 1949.

"CEQA" has the meaning given in Section 7.

"City" means the City of Inglewood, a municipal corporation, organized and existing pursuant to the constitution and laws of the State of California.

"DDA" has the meaning given in Recital F.

"Developer" means Murphy's Bowl LLC, a Delaware limited liability company.

"Entitlements" has the meaning given in Section 25.

"Exclusive Negotiating Period" means a period of time consisting of thirty-six (36) months commencing on the Effective Date specified in this Agreement above, subject to extension as provided in this Agreement for Force Majeure and Challenges and/or for additional negotiations as established by the Public Entities pursuant to Section 4 below.

"Party" means any party to this Agreement.

"Potential Arena Site" has the meaning given in Recital A.

"Study Area Site" has the meaning given in Recital A.

"Successor Agency" means the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency, a public entity, corporate and politic, established pursuant to AB 26.

Section 2. Obligations of the Public Entities.

(a) During the Exclusive Negotiating Period and the sixty (60) day period referred to in Section 22 below, the Public Entities shall perform the following: (i) review and consider all financial documents required of Developer for the financing of the Proposed Project; and (ii) shall not negotiate with or consider any offers or solicitations from, any person or entity, other than the Developer, regarding a proposed DDA for the sale, lease, disposition, and/or development of the City Parcels or Agency Parcels within the Study Area Site; provided however, and notwithstanding anything contained in this Agreement, the City shall not be precluded from engaging in negotiations and discussions with current property owners and/or authorized tenants of the Potential Participating Parcels for the rehabilitation or development of their respective properties in accordance with existing City land use regulations and City Municipal Code requirements, and any such negotiations and discussions by the City shall not be a violation of this Agreement. City staff shall be available to meet with the Developer to discuss the proposed development of the Proposed Project, the site plan and architectural renderings, and any other issues pertinent to the preparation of a DDA for the proposed development of the Proposed Project within the Study Area Site.

(b) If the City and/or the Authority determines in their sole discretion that all or certain of those parcels of real property comprising the Potential Participating Parcels specifically identified by the Parties are desirable for the development of the Proposed Project, the City and/or the Authority, as applicable, subject to the Developer rights and obligations as set forth in Section 3(g), shall consider acquisition of the parcels of real property comprising the Potential Participating Parcels so identified by the Parties in accordance with applicable law. In the event the City and/or the Authority, as applicable, determined, in its sole discretion, that it(they) is(are) unable to acquire all such identified and desirable parcels of the Potential Participating Parcels by negotiated voluntary sale, then the City or the Authority, as applicable, may elect, in its sole discretion and without any obligation or commitment to do so, to give legal notice and schedule a

public hearing to consider the adoption of a resolution of necessity authorizing the acquisition of the Potential Participating Parcels by eminent domain. The adoption of the resolution of necessity shall be subject to the sole discretion of the City and/or the Authority and nothing in this Agreement shall obligate or commit the City and/or the Authority to adopt a resolution of necessity with respect to any of the Potential Participating Parcels.

(c) For purposes of Developer's initial due diligence for the Proposed Project during the Exclusive Negotiating Period, the City shall grant Developer access to the City Parcels and Agency Parcels pursuant to a right of entry agreement as described in Section 18(b), which right of entry shall continue as long as this Agreement is in effect; and the City shall respond to requests for information from the Developer in a timely fashion. The Public Entities acknowledge and agree that Developer's due diligence may encompass such matters as, without limitation, title and survey, environmental conditions, soil conditions, physical conditions, siting, access, traffic patterns, financing, economic feasibility, platting, and zoning.

Section 3. Obligations of Developer. During the Exclusive Negotiating Period the obligations of Developer shall include the following:

(a) Within thirty (30) days of the Effective Date of this Agreement, the Developer and City shall enter into a funding agreement pursuant to which the Developer shall reimburse the City for all third party costs incurred in obtaining the necessary documentation required for the review and consideration of the Proposed Project within the Study Area Site (the "Environmental Review"), as may be required by CEQA (as such term is defined in Section 7). The City shall consult with Developer and keep Developer reasonably informed regarding the proposed timeline for the Environmental Review and the selection of the vendors to perform the Environmental Review. The funding agreement shall provide a process where the City shall establish a budget for the Environmental Review which shall be approved or disapproved in Developer's reasonable discretion and shall contain a dispute resolution procedure in the event the parties cannot agree on the budget.

(b) Within one hundred fifty (150) days of the Effective Date of this Agreement, the Developer shall provide to the City a reasonable confidential draft of cost pro forma, and a reasonable confidential draft table describing the sources and uses of funds and cash flow projections and distributions, concerning the Proposed Project to be developed within the Study Area Site, and a narrative describing the fundamental economics of the Proposed Project (the "Proposed Project Pro Forma"), in a form reasonably acceptable to the City. If the Proposed Project Pro Forma submitted by the Developer to the City is not reasonably acceptable to the City, the City shall within thirty days after receipt of the Proposed Project Pro Forma provide detailed comments about the Proposed Project Pro Forma and set forth those items that are unacceptable to the City; pursuant to which, the City and the Developer shall meet and negotiate in good faith to modify the Proposed Project Pro Forma at a level acceptable to the City. The Parties acknowledge the information to be provided under this Section 3(b) and Section 3(c) may contain proprietary confidential material, and if so requested, the Public Entities and Developer will seek to enter into a mutually satisfactory confidentiality agreement, within the maximum limits permitted by law.

(c) Within sixty (60) days after the City finds the Proposed Project Pro Forma acceptable, the Developer shall also provide a confidential conditional commitment letter from an

09/11/2018
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equity investor providing the necessary equity financing consistent with the acceptable Proposed Project Pro Forma. This condition may be satisfied by the Developer submitting to the City evidence reasonably acceptable to the City demonstrating sufficient liquidity required for the development of the Proposed Project within the Study Area Site. If such submission is not reasonably acceptable to the City, the City shall within thirty days after receipt of the Proposed Project Pro Forma provide detailed comments setting forth those items that are unacceptable to the City, and the City and the Developer shall meet and negotiate in good faith to modify the submission(s) in order that such evidence may be acceptable to the City.

(d) Within one hundred eighty (180) days of the Effective Date of this Agreement, the Developer shall deliver to the City a sketch and legal description of the portions of the property which the Developer would like to acquire for development of the Proposed Project (which property shall constitute the "Proposed Arena Site") and a conceptual site plan and basic architectural renderings for the development of the Proposed Project and any additional information reasonably requested by the City concerning any conceptual site plan and basic architectural renderings for the development of the Proposed Project within the Study Area Site submitted by the Developer in a form sufficient to commence the Environmental Review. The Parties acknowledge that the detailed site plan and architectural drawings shall not be required to be prepared by Developer until Developer is processing the Entitlements (as such term is defined in Section 25, below), at which time final site plan and architectural renderings shall be prepared and shall include a well-defined architectural concept for the Proposed Project showing vehicular circulation and access points, amounts and location of parking, location and size of all buildings (including height and perimeter dimensions) pedestrian circulation, landscaping and architectural character of the Proposed Project. However, no such site plan or architectural renderings shall be deemed final until the completion of Environmental Review in accordance with CEQA and approved by the City pursuant to an approved and executed DDA and the submittal of complete applications by the Developer for the Entitlements required for development of the Proposed Project within the Study Area Site.

(e) Conduct and make at least two presentations of the Proposed Project at community meetings noticed per City instructions. The first such community meeting shall be conducted not later than ninety (90) days after the date of the expiration of the one hundred fifty (150) day period referenced in Section 3(b), above, and the second such community meeting shall be conducted not later than one hundred and eighty (180) days after the date of the first community meeting.

(f) The Public Entities acknowledge that in consideration for the Public Entities entering into this Agreement, the Developer has delivered and City has accepted the Non-Refundable Deposit required by Section 5.

(g) If the City and/or the Authority determine in their sole discretion that all or certain of those parcels of real property comprising the Potential Participating Parcels specifically identified by the Parties are desirable for the development of the Proposed Project, and the City and/or the Authority determine to acquire, in accordance with all applicable law, all or certain of these desirable parcels, the Developer shall fully advance to the City and/or Authority, as applicable, all costs associated with the acquisition of these parcels including, but not limited to, the payment of the negotiated purchase price for these parcels and all legally required relocation costs associated with the acquisitions (the "Developer Contribution") within a reasonable time

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following the written notice from the City and/or Authority requesting the Developer Contribution; provided, however, that as to any such Potential Participating Parcel for which the Developer Contribution is sought, before the City and/or Authority: (i) take any action that would create any obligations whatsoever on the part of the Developer, in each case with respect to acquiring such parcel, it shall first obtain the Developer's consent (which shall not be unreasonably withheld, conditioned or delayed) to such actions; or (ii) enter into any acquisition agreement with any owner of any such parcel, it shall first obtain the Developer's consent (which shall not be unreasonably withheld, conditioned or delayed) for the proposed purchase price for any such parcel(s). In the event that the City and/or Authority, as applicable, legally determines to use its/their eminent domain authority subject to applicable California eminent domain law requirements and limitations, after having adopted a resolution of necessity authorizing the acquisition, to acquire all or certain parcels of the real property comprising the Potential Participating Parcels desirable for the development of the Proposed Project, the Developer shall advance to the City and/or Authority, as applicable, all costs associated with the exercise of such eminent domain authority (including all court costs and reasonable legal fees), as well as all acquisition costs including, but not limited to, the payment of fair market value for each of the condemned parcels as determined by the Court, or pursuant to a negotiated acquisition or settlement agreement, as approved by the Developer (the "Expanded Developer Contribution") within a reasonable amount of time following written notice from the City and/or Authority requesting the Expanded Developer Contribution; provided, however, that before the City and/or the Authority take any actions with respect to exercising such eminent domain authority as to any such Parcel for which the City and/or the Authority requests the Expanded Developer Contribution, it or they, as applicable, shall first obtain the Developer's consent (which shall not be unreasonably withheld, conditioned or delayed) to such actions. In addition, subject to the aforesaid prior consent, the Developer shall also pay all legally required relocation costs associated with such acquisition. With the exception of the court costs and reasonable attorney fees advanced and paid by the Developer for the eminent domain action undertaken by the City and/or the Authority, as applicable, all such advanced acquisition costs shall be credited against the "Payment Consideration Amount" as defined and described in Section 6(c) below, payable by the Developer to the City and/or the Authority, as applicable, for the conveyance of the applicable portions of the Study Area Site. The Parties agree that, upon the acquisition by the City and/or the Authority, as applicable, of any Potential Participating Parcel pursuant to this Section 3(g), such Potential Participating Parcel shall, for all purposes of this Agreement, be deemed to be a City Parcel or Agency Parcel, as the case may be.

Section 4. Exclusive Negotiation Period.

THE EXCLUSIVE NEGOTIATING PERIOD SHALL, IF NOT SOONER TERMINATED AS PROVIDED IN SECTION 8, TERMINATE ON THE DATE THAT IS THIRTY-SIX (36) MONTHS AFTER THE EFFECTIVE DATE HEREOF, SUBJECT TO EXTENSION AS PROVIDED IN THIS AGREEMENT FOR FORCE MAJEURE AND CHALLENGES. HOWEVER, THE EXCLUSIVE NEGOTIATING PERIOD MAY ALSO BE EXTENDED BY THE MUTUAL WRITTEN CONSENT OF THE PARTIES FOR ONE ADDITIONAL PERIOD OF SIX (6) MONTHS. THE CITY MANAGER MAY: (1) GRANT SUCH EXTENSION FOR AND ON BEHALF OF THE CITY; AND (2) GRANT SUCH EXTENSION IN HIS CAPACITY AS EXECUTIVE DIRECTOR OF THE SUCCESSOR AGENCY, FOR AND ON BEHALF OF THE SUCCESSOR AGENCY, AND (3) GRANT SUCH EXTENSION IN HIS CAPACITY AS EXECUTIVE DIRECTOR OF THE AUTHORITY FOR

AND ON BEHALF OF THE AUTHORITY, ALL OF WHICH IN HIS REASONABLE DISCRETION. HOWEVER, NOTWITHSTANDING THE FOREGOING, THE CITY MANAGER AND IN HIS CAPACITY AS EXECUTIVE DIRECTOR SHALL NOT DENY ANY REQUESTED EXTENSION IF AT THE TIME OF THE REQUEST BY DEVELOPER, THE PUBLIC ENTITIES ARE UNABLE TO SIGN A DDA DUE TO ITS FAILURE TO: (I) COMPLETE ANY APPLICABLE ENVIRONMENTAL REVIEW NECESSARY FOR THE PUBLIC ENTITIES TO SIGN A DDA; OR (II) SATISFY ANY CONDITION OR REQUIREMENT OF AB 26.

Initials: *See Next Page* Developer _____ City

_____ Successor Agency _____ Authority

If the City Manager and in his capacity as Executive Director, has granted a written extension of the term of this Agreement as provided hereinabove, then the Parties shall within such extended term, and subject to Developer's right to terminate this Agreement under Section 8(b), continue to negotiate in good faith a DDA in accordance with the terms of this Agreement for the proposed development of the Proposed Project on the Study Area Site, and the Exclusive Negotiating Period under this Agreement shall be deemed extended for the period of the extension.

However, notwithstanding the foregoing, the City Manager and in his capacity as Executive Director may, in his sole discretion, submit any extension request to the City Council, the Successor Agency and the Authority for their consideration consistent with this Section 4.

Section 5. Non-Refundable Deposit. Developer, within twenty-four (24) hours after City's approval of the Prior ENA, deposited with the City the sum of One Million Five Hundred Thousand Dollars ($1,500,000) which amount constituted and is referred to herein as the "Non-Refundable Deposit." The Non-Refundable Deposit was paid as consideration to the Public Entities for entering into the Prior ENA and shall be used as consideration for the Public Entities entering into this Agreement, and the City shall have the right, but not the obligation to use or spend the proceeds of the Non-Refundable Deposit towards the payment of certain administrative costs and any other related expenses incurred by the Public Entities (the "City Expenses") relative to the negotiation and preparation of a DDA and/or the implementation of the various obligations of the Public Entities as set forth in this Agreement. All proceeds of the Non-Refundable Deposit shall be the sole property of the City upon submittal by Developer, and shall in no event be refundable, in whole or in part, to the Developer for any reason including, but not limited, to the Parties' inability to enter into a DDA.

Section 6. Disposition and Development Agreement. Subject to the Parties' rights to terminate this Agreement under Section 8, the Parties hereby acknowledge and agree that during the Exclusive Negotiation Period, the Parties shall use their respective good faith efforts to negotiate and enter into a DDA which shall include, but not be limited to, the following terms. The Parties hereby acknowledge that the following terms set forth a general outline for the Parties going forward and that the DDA will contain substantial additional terms which, through mutual negotiation and agreement, may differ from the following specific provisions and that nothing

AND ON BEHALF OF THE AUTHORITY, ALL OF WHICH IN HIS REASONABLE DISCRETION. HOWEVER, NOTWITHSTANDING THE FOREGOING, THE CITY MANAGER AND IN HIS CAPACITY AS EXECUTIVE DIRECTOR SHALL NOT DENY ANY REQUESTED EXTENSION IF AT THE TIME OF THE REQUEST BY DEVELOPER, THE PUBLIC ENTITIES ARE UNABLE TO SIGN A DDA DUE TO ITS FAILURE TO: (I) COMPLETE ANY APPLICABLE ENVIRONMENTAL REVIEW NECESSARY FOR THE PUBLIC ENTITIES TO SIGN A DDA; OR (II) SATISFY ANY CONDITION OR REQUIREMENT OF AB 26.

Initials: _____ _____
Developer City

_____ _____
Successor Agency Authority

If the City Manager and in his capacity as Executive Director, has granted a written extension of the term of this Agreement as provided hereinabove, then the Parties shall within such extended term, and subject to Developer's right to terminate this Agreement under Section 8(b), continue to negotiate in good faith a DDA in accordance with the terms of this Agreement for the proposed development of the Proposed Project on the Study Area Site, and the Exclusive Negotiating Period under this Agreement shall be deemed extended for the period of the extension.

However, notwithstanding the foregoing, the City Manager and in his capacity as Executive Director may, in his sole discretion, submit any extension request to the City Council, the Successor Agency and the Authority for their consideration consistent with this Section 4.

Section 5. Non-Refundable Deposit. Developer, within twenty-four (24) hours after City's approval of the Prior ENA, deposited with the City the sum of One Million Five Hundred Thousand Dollars ($1,500,000) which amount constituted and is referred to herein as the "Non-Refundable Deposit." The Non-Refundable Deposit was paid as consideration to the Public Entities for entering into the Prior ENA and shall be used as consideration for the Public Entities entering into this Agreement, and the City shall have the right, but not the obligation to use or spend the proceeds of the Non-Refundable Deposit towards the payment of certain administrative costs and any other related expenses incurred by the Public Entities (the "City Expenses") relative to the negotiation and preparation of a DDA and/or the implementation of the various obligations of the Public Entities as set forth in this Agreement. All proceeds of the Non-Refundable Deposit shall be the sole property of the City upon submittal by Developer, and shall in no event be refundable, in whole or in part, to the Developer for any reason including, but not limited, to the Parties' inability to enter into a DDA.

Section 6. Disposition and Development Agreement. Subject to the Parties' rights to terminate this Agreement under Section 8, the Parties hereby acknowledge and agree that during the Exclusive Negotiation Period, the Parties shall use their respective good faith efforts to negotiate and enter into a DDA which shall include, but not be limited to, the following terms. The Parties hereby acknowledge that the following terms set forth a general outline for the Parties going forward and that the DDA will contain substantial additional terms which, through mutual negotiation and agreement, may differ from the following specific provisions and that nothing

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herein binds the Public Entities to undertake any action except in compliance with CEQA as provided in Section 7:

(a) A Scope of Development setting forth the specific development components of the Proposed Project including the total square feet of the Proposed Project, the number of required parking spaces and the design parameters for the Study Area Site including, but not be limited to, demolition and clearance activity on the Study Area Site, building height, acceptable architectural and landscape quality, access and circulation, determination of parcel boundaries, on-site and off-site improvements, site-perimeter treatment, landscaped buffers, parking, signage, lighting, and easements, if applicable. The design of the Proposed Project to be developed within the Study Area Site by the Developer shall be reasonably consistent with any concept, plans, schematics and drawings approved by the City.

(b) Developer's submittal to the City of various concepts, plans, schematics and drawings depicting the development of the Proposed Project within the Study Area Site on a phase-by-phase basis, the final construction plans and all other items and materials required by the City for its approval consideration of the Entitlements needed for the Proposed Project within the Study Area Site. Prior to conveyance of the Potential Arena Site to the Developer or as soon thereafter as they are completed, the Developer shall provide concept and schematic plans for the entire Proposed Project as well as final construction plans and any other related items or materials required for the development of the Proposed Project on the Potential Arena Site.

(c) Any DDA that may be negotiated and entered into pursuant to this Agreement by the Parties shall provide that the Developer shall pay a purchase price of not less than fair market value for the conveyance of the City Parcels and Agency Parcels (which fair market value shall be determined by an appraisal of the City Parcels and Agency Parcels using a valuation date as of the Effective Date), and if applicable, by the Authority (collectively, the "Payment Consideration Amount"). Notwithstanding the foregoing, the Payment Consideration Amount shall be subject to reduction as a consequence of any payment obligation of the Developer attributable to all reasonable costs associated with any environmental remediation reasonably approved by the Public Entities required for the development of the Proposed Project on the Potential Arena Site in accordance with remediation procedures established by any applicable governing or public entity having jurisdiction over the remediation of the Study Area Site and for the payment by the Developer of any advance pursuant to Section 3(g) above.

(d) Establishment of a detailed Schedule of Performance in which an acquisition and construction schedule for the development of the Proposed Project on the Potential Arena Site will be provided and the time frame for the submittal of final plans and specifications by the Developer for approval consideration by the Public Entities, consistent with the approved Scope of Development. The Schedule shall also include Developer participation in community presentations for the expressed purpose of allowing community residents to review the plans and drawings.

(e) The operation and management of the Proposed Project by the Developer in a good and professional manner.

(f) The maintenance of landscaping, buildings and improvements in good condition and satisfactory state of repair so as to be attractive to the community residents.

(g) The operation of the proposed development of the Proposed Project on the Potential Arena Site by the Developer in compliance with all applicable equal opportunity standards established by Federal, California State and local law.

(h) If the City determines in its reasonable discretion that the financial status of Developer and the Guarantor is not sufficient to satisfy the obligations of the Developer under any DDA, then the City may mandate a provision requiring the Developer's contractor to provide a payment and performance bond ensuring the obligations of said contractor, where necessary.

(i) The payment by Developer on or before the execution of the DDA by City of a Good Faith Deposit in a form provided for in the DDA, in the amount provided in the DDA, which, at the option of the Developer, may be applied towards the Payment Consideration Amount.

(j) A provision providing that the Developer shall be solely responsible for all development costs of the Proposed Project. Neither the Public Entities, nor any of their officers, employees, consultants or agents have provided any direct or indirect information or taken any position which in any way would indicate that the proposed development of the Proposed Project on the Potential Arena Site is or is not subject to the State of California's prevailing wage requirements.

(k) A sources and uses budget, which shall be based upon a financial pro forma that has been reasonably approved by the City, and a feasible method of financing, reasonably demonstrating to the City the availability of all funds needed to complete the development of the Proposed Project on the Potential Arena Site. The DDA shall require the submittal of documentation of all proposed construction loans and owner equity needed to carry out the proposed method of financing. Developer agrees to make continuing full disclosure to the City of its proposed methods of financing, including the financing of any off-site improvements that are required to obtain the necessary entitlements for the Proposed Project on the Potential Arena Site.

(l) It is the intention of the Public Entities and Developer that the disposition and development of the Potential Arena Site be completed in a timely and an expeditious manner. Accordingly, a Schedule of Performance shall be included encompassing appropriate and necessary legal, administrative, transfer of property ownership and interests, financial and construction benchmarks to be met by the appropriate Party, together with required conditions precedent for the conveyance of the Potential Arena Site or applicable portions thereof, including without limitation adequate evidence of financing and entitlements for the proposed development of the Potential Arena Site. The Schedule of Performance shall be subject to extension for: (a) "Force Majeure" (a period of time equal to any period of delay experienced by Developer due to strikes, civil riots, war, invasion, fire or other casualty, acts of God, unavailability of labor or materials, adverse weather conditions, act or failure to act of governmental or quasi-governmental authorities or utilities, including failure or delay in issuing necessary approvals, permits and licenses, and zoning changes and any act or failure to act of third-party utility service providers, or other causes beyond the reasonable control of Developer; and (b) in the event of an administrative appeal, judicial challenge, or filing an application for referendum for such approval

to any of the Entitlements (collectively a "Challenge") until the Challenge is finally resolved on terms satisfactory to Developer or waived in its sole discretion.

(m) Appropriate controls to regulate the use of the Potential Arena Site, including but not limited to an Agreement Affecting Real Property, setting forth the ongoing uses, tenant selection criteria and maintenance obligations with respect to the Potential Arena Site in the form of covenants binding on all successors and assigns.

(n) Subject to the adjustment to the Payment Consideration Amount as contemplated in Section 6(c) hereof, the Developer's responsibility for all costs and fees associated with the removal or remediation of any potentially Hazardous Materials from the Potential Arena Site, and demolition and clearance of all improvements on the Potential Arena Site;

(o) The DDA shall be subject to the City's standard insurance requirements for the development of the Potential Arena Site and all other applicable and customary City policies;

(p) The Developer shall use its best efforts to utilize (subject to Developer's right to impose customary screening and qualification standards on all hires) local residents and community businesses in all aspects of the development of the Proposed Project.

(q) In order to attempt to provide additional employment opportunities for Inglewood residents and businesses, the Developer shall engage in the following process with the goal of hiring qualified Inglewood residents for no less than 30% of the construction workforce for the Proposed Project from a list of targeted zip codes mutually agreed upon by the City and Developer and 35% of the employment positions needed in connection with Developer's operation of the Potential Arena Site after completion of the Proposed Project: (i) upon commencement of a job search, publication of employment opportunities in a newspaper of general circulation in Inglewood, social media and the City's website, and (ii) utilization of the resources and networks of the WOCP to create a community resource list that includes Southbay Workforce Investment Board as the primary resource agency and other similar organizations whose capabilities are matched with the particular needs of the Proposed Project. Developer and its contractors, subcontractors and vendors' obligations with respect to this goal shall be satisfied by engaging in the following activities: (w) utilization of the WOCP to identify and solicit qualified Inglewood residents; (x) coordination with organizations such as the Inglewood Airport Chamber of Commerce and Inglewood Partners for Progress to identify and solicit qualified Inglewood residents; (y) funding by Developer and participation in job fairs as may be reasonably requested by City and (z) coordination of local jobs training programs including pre-apprentice programs with the Southbay Workforce Investment Board as the primary resource agency and other local job resource agencies.

(r) To the extent legally permissible, Developer shall designate, and shall cause its contractors, subcontractors, vendors and other third parties under its control or with whom it enjoys privity of contract to designate the City of Inglewood as the point of sale for California sales and use tax purposes (to the extent the payment of sales and use tax is required by applicable law), for all purchases of materials, fixtures, furniture, machinery, equipment and supplies for the development of the Potential Arena Site during construction thereof.

(s) The delivery to the City on or before the City's execution of the DDA of a Performance and Completion Guaranty of an individual or entity (the "Guarantor") having a net worth at least equal to that of the Guarantor approved by the City in its sole and absolute discretion, assuring the timely performance of the Developer's obligations under the DDA.

(t) The installation and placement of appropriate signage on the Potential Arena Site identifying the use of the Potential Arena Site as a premier and state of the art NBA arena and certain ancillary uses related to and compatible with the operation of the arena.

(u) Additional environmental, feasibility, Entitlements, NBA approval and/or other contingencies on the obligations of the Parties.

Section 7. California Environmental Quality Act. Execution of a DDA shall be subject to compliance with the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000 et seq. (as amended, and including any successor statutes and regulations promulgated pursuant thereto). In this regard, the City may conduct an Initial Study of the Proposed Project pursuant to Title 14, Division 6, Chapter 3, Section 15063 of the California Code of Regulations or other appropriate documentation in order to determine the appropriate environmental documents and procedures that may be necessary to comply with CEQA as to the consideration and potential approval of any DDA by the Public Entities relating to the Proposed Project. The Developer hereby agrees to provide all assistance to the City necessary for the Public Entities to carry out their obligations under CEQA. In the event the City determines after consultation with the Developer, but in its independent judgment or any time determines that additional Environmental Review is required pursuant to CEQA, all such costs of the additional environmental work shall be the responsibility of the Developer as required by CEQA. If the Proposed Project is found to cause significant adverse impacts that cannot be mitigated, the Public Entities retain absolute discretion to require implementation of mitigation measures, modify the Proposed Project or select feasible alternatives to mitigate or avoid significant adverse environmental impacts, reject the Proposed Project as proposed if the economic and social benefits of the Proposed Project do not outweigh otherwise unavoidable significant adverse impacts of the Proposed Project, or approve the Proposed Project upon a finding that the economic, social, or other benefits of the Proposed Project outweigh unavoidable significant adverse impacts of the Proposed Project.

Section 8. Termination.

(a) Any Party may terminate this Agreement if another Party should materially fail to comply with and perform in a timely manner all provisions hereof to be performed by the Party, or if no progress is being made in the DDA negotiations as a result of its failure to negotiate a DDA in good faith as required hereby. The Party claiming a failure shall give thirty (30) days written notice to the other Parties specifying any failure under the terms of this Agreement. The Party claiming failure shall not terminate this Agreement if the other Party(ies) cures the deficiency(ies) specified in the notice within said thirty (30) day period, or commences to cure to completion the deficiency(ies) in the event such deficiency(ies) cannot be cured within the requisite thirty (30) day period.

(b) Developer may at any time and for any reason during the Exclusive Negotiating Period elect not to proceed with the Proposed Project. Upon such an election Developer shall promptly provide written notice of termination of this Agreement to the other Parties.

(c) Upon a termination of this Agreement pursuant to the foregoing Section 8(a) or Section 8(b), (i) no portion of the Non-Refundable Deposit shall be returned to the Developer and the entire amount shall be retained by the City as its property, (ii) but any funds advanced by the Developer to the City and/or Authority pursuant to Section 3(g) shall be returned to the Developer (less reasonable attorneys' fees and costs incurred by the Public Entities in connection with the eminent domain proceedings, including, but not limited to, any damages payable to the owners and/or tenants of the Potential Participating Parcels and/or their respective legal counsel associated with the abandonment of the eminent domain proceedings as required to be paid under California law; provided however, if the City and/or Authority elect to continue to proceed with any eminent domain action commenced prior to the termination of this Agreement following the termination of this Agreement, the City and/or the Authority shall be solely responsible for the payment of any awards, settlements or judgments in any such action and any costs associated with such action incurred after the termination of this Agreement), and (iii) the Parties shall have no further obligations to each other except for those obligations, if any, which by the terms of this Agreement expressly survive its termination.

Section 9. Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California. Moreover, the parties hereby agree that in the event of litigation between the parties, venue for litigation brought in any state court shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District located at 825 Maple Avenue, Torrance, California 90503-5058, and venue for any litigation brought in any federal court shall lie exclusively in the Central District of California, Los Angeles.

Section 10. No Other Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. There are no agreements or understandings between the parties and no representations by either party to the other as an inducement to enter into this Agreement, except as expressly set forth herein. All prior negotiations between the parties are superseded by this Agreement. This Agreement may not be altered, amended or modified except by a written agreement executed by the Parties. Notwithstanding anything provided herein to the contrary, whether expressed or implied, neither the Public Entities nor the Developer shall have any obligation to enter into a DDA with the other party and neither Public Entities nor the Developer, nor any of their respective officers, members, staff or agents have made any promises to the other party other than to exclusively negotiate in good faith with the other party during the Exclusive Negotiating Period, and no statements of either the Public Entities or their respective officers, members, staff or agents as to future obligations shall be binding upon the Public Entities until Environmental Review has been completed and a DDA has been approved by the Public Entities, and duly executed by the Mayor of the City and Chairman of the Successor Agency and Authority, respectively.

Section 11. Prohibition Against Assignment of Agreement and Transfer of Study Area Site. This Agreement shall not be assigned or transferred by the Developer without the prior written consent of the Public Entities which may not be unreasonably withheld by the Public

Entities. The Public Entities shall not voluntarily transfer their respective interests in any portion of the Study Area Site during the term of this Agreement to any third party but shall be allowed to transfer to either the City or the Authority their respective interests in the parcels comprising the Study Area Site.

Section 12. Notices. Any notice which is required or which may be given hereunder may be delivered or mailed to the party to be notified, as follows:

If to the Developer:

Murphy's Bowl LLC
P.O. Box 1558
Bellevue, WA 98009-1558
Attention: Brandt A. Vaughan

With a copy to:

Murphy's Bowl LLC
c/o SPI Holdings
88 Kearny Street, Suite 1818
San Francisco, CA 94108
Attention: Dennis J. Wong

With a copy to:

Wilson Meany
Four Embarcadero Center, Suite 3330
San Francisco, CA 94111
Attention: Chris Meany

With a copy to:

Ring Hunter Holland & Schenone, LLP
985 Moraga Road, Suite 210
Lafayette, CA 94549
Attention: Chris Hunter, Esq.

With a copy to:

Helsell Fetterman LLP
1001 Fourth Avenue, Suite 4200
Seattle, WA 98154
Attention: Mark Rising, Esq.

08/17/2018

If to the Public Entities:

City of Inglewood/Successor Agency/Authority
One Manchester Boulevard, 9th Floor
Inglewood, California 90301
Attention: Artie Fields, City Manager/Executive Director
Attention: Christopher E. Jackson, Sr., ECDD Manager

With a copy to:

Inglewood City Attorney/Successor Agency and Authority
General Counsel
One Manchester Boulevard, 8th Floor
Inglewood, California 90301
Attention: Kenneth R. Campos, Esq., City Attorney

With a copy to:

Kane, Ballmer and Berkman
City/Successor Agency and Authority Special Counsel
515 S. Figueroa Street, Suite 780
Los Angeles, CA 90071
Attention: Royce K. Jones, Esq.

Section 13. No Commitment to Approve DDA. Notwithstanding any provision of this Agreement, the Developer acknowledges and agrees that nothing in this Agreement shall obligate the Public Entities to approve a DDA nor any proposed development within the Study Area Site or shall otherwise expressly or impliedly obligate the Public Entities to sell and/or lease any property or interests therein. The Developer further acknowledges and agrees that the approval of this Agreement and a DDA and any participation in any portion of the Proposed Project by the Public Entities shall be in the sole and absolute discretion of the Public Entities. The Developer further acknowledges and agrees that this Agreement does not confer upon the Developer the right to have a DDA or develop the Proposed Project within the Study Area Site or any portion thereof absent an approved and executed DDA by the Public Entities. The Public Entities acknowledge and agree that nothing in this Agreement shall obligate the Developer to enter into a DDA, provided, however, that the Developer shall promptly notify the Public Entities if it elects not to proceed with the Proposed Project. The Parties in no way intend for this Agreement to waive or restrict the Public Entities' exercise of their independent, discretionary judgment with regard to CEQA or a DDA for the development of the Proposed Project within the Study Area Site or any portion thereof, or any City discretionary decisions or determinations relative to Entitlements required for the Proposed Project.

Section 14. Progress Reports. From time-to-time, as requested by City, by prior written notice to the Developer, the Developer shall make oral and written progress reports advising the City on all matters related to the proposed development, including financial feasibility analyses, construction cost estimates, marketing studies, and similar due diligence matters. All third party non-legally privileged work product documents and due diligence material (not including

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confidential materials and proprietary economic data, but including engineering studies, soils studies, environmental studies and similar work product relating to the Study Area Site which is required to be submitted to the City in connection with the Plot Plan Review for the Proposed Project) (the "Work Product"), shall be made available to the City, without any representation, warranty or liability to the Developer. In the event of the termination of this Agreement without the execution of a DDA by the Public Entities and the Developer (other than in the event of a default by the City), the City shall have the right, in its sole discretion, to take possession of any and all Work Product owned by Developer (subject to any retained rights of the party preparing said Work Product) and use such documents and information contained therein in connection with development within the Study Area Site; provided however, Developer makes no representation or warranty with respect to such documents and information; pursuant to which, Developer shall have no liability to the Public Entities, or any other person or entity in connection with providing such documents, the contents thereof and the Public Entities' (or any other person's or entity's) reliance on such documents or information.

Section 15. Disclosure. At the written request of the City, the Developer agrees to disclose to City its partners, principals, officers, stockholders, associates, and of all other material, non-privileged non-proprietary pertinent information concerning the proposed development and the Developer, including the Developer's consultants and the design, financing, and development teams proposed by the Developer and the respective roles and responsibilities of all such parties.

Section 16. Cooperation. Each Party shall cooperate with the other Party and provide such additional information and data relating to the proposed development of the Proposed Project with the Study Area Site, including financing of the Proposed Project, or any necessary information about the development experience of the Developer and any other participants as the City may request from time to time.

Section 17. Brokers. The Public Entities shall not be liable in any manner for any real estate commission or brokerage fees which may arise from the transactions contemplated by this Agreement other than any broker engaged in writing by the Public Entities. The Public Entities and the Developer each represent that it has engaged no broker, agent, or finder in connection with this transaction, and the Developer agrees to indemnify and hold the Public Entities harmless from any claim by any broker, agent, or finder retained by the Developer.

Section 18. Hazardous Materials and Study Area Site Conditions.

(a) The Developer shall be solely responsible for all necessary testing of the Study Area Site for hazardous materials pursuant to all applicable laws, statutes, rules and regulations. Upon fee and/or leasehold acquisition of each parcel of the Study Area Site, as applicable, the Developer shall also be responsible for making each such parcel of the Study Area Site usable for the proposed development of the proposed Project on such parcel as a result of any Study Area Site conditions including, without limitation, flood zones, Alquist-Priolo Earthquake Fault Zoning Act, and similar matters. For purposes of this Agreement, "hazardous materials" shall mean any substance, material or waste which is or becomes regulated by any local governmental authority, the State of California and/or the United States Government, including, but not limited to asbestos; polychlorinated biphenyls (whether or not highly chlorinated); radon gas; radioactive materials; explosives; chemicals known to cause cancer or reproductive toxicity; hazardous waste, toxic

substances or related materials; petroleum and petroleum product, including, but not limited to, gasoline and diesel fuel; those substances defined as a "Hazardous Substance", as defined by Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq., or as "Hazardous Waste" as defined by Section 6903 of the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq.; an "Extremely Hazardous Waste," a "Hazardous Waste" or a "Restricted Hazardous Waste," as defined by The Hazardous Waste Control Law under Section 25115, 25117 or 25122.7 of the California Health and Safety Code, or is listed or identified pursuant to Section 25140 of the California Health and Safety Code; a "Hazardous Material", "Hazardous Substance," "Hazardous Waste" or "Toxic Air Contaminant" as defined by the California Hazardous Substance Account Act, laws pertaining to the underground storage of hazardous substances, hazardous materials release response plans, or the California Clean Air Act under Sections 25316, 25281, 25501, 25501.1 or 39655 of the California Health and Safety Code; "Oil" or a "Hazardous Substance" listed or identified pursuant to 311 of the Federal Water Pollution Control Act, 33 U.S.C. 1321; a "Hazardous Waste," "Extremely Hazardous Waste" or an "Acutely Hazardous Waste" listed or defined pursuant to Chapter 11 of Title 22 of the California Code of Regulations Sections 66261.1 through 66261.126; chemicals listed by the State of California under Proposition 65 Safe Drinking Water and Toxic Enforcement Act of 1986 as a chemical known by the State to cause cancer or reproductive toxicity pursuant to Section 25249.8 of the California Health and Safety Code; a material which due to its characteristics or interaction with one or more other substances, chemical compounds, or mixtures, materially damages or threatens to materially damage, health, safety, or the environment, or is required by any law or public agency to be remediated, including remediation which such law or government agency requires in order for the Potential Arena Site to be put to the purpose proposed by this Agreement; any material whose presence would require remediation pursuant to the guidelines set forth in the State of California Leaking Underground Fuel Tank Field Manual, whether or not the presence of such material resulted from a leaking underground fuel tank; pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 et seq.; asbestos, PCBs, and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. 2601 et seq.; any radioactive material including, without limitation, any "source material," "special nuclear material," "by-product material," "low-level wastes," "high-level radioactive waste," "spent nuclear fuel" or "transuranic waste" and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act, 42 U.S.C. 2011 et seq., the Nuclear Waste Policy Act, 42 U.S.C. 10101 et seq., or pursuant to the California Radiation Control Law, California Health and Safety Code, Sections 25800 et seq.; hazardous substances regulated under the Occupational Safety and Health Act, 29 U.S.C. 651 et seq., or the California Occupational Safety and Health Act, California Labor Code, Sections 6300 et seq.; and/or regulated under the Clean Air Act, 42 U.S.C. 7401 et seq. or pursuant to The California Clean Air Act, Sections 3900 et seq. of the California Health and Safety Code. Any studies and reports generated by the Developer's testing for hazardous materials shall be made available to the City upon the City's request. The City will deliver to the Developer all actually known reports within its possession or under its control regarding Hazardous Materials relating to the Study Area Site.

(b) Upon the execution by Developer of a right of entry agreement acceptable in form and substance to the Public Entities, and upon Developer's satisfaction of conditions precedent therein, which agreement and conditions precedent shall include indemnification of the Public Entities, insurance of the Public Entities and the provision of adequate security for the restoration of the area accessed to substantially its condition prior to any such permitted entry, the Public

09/14/2018

Entities shall, subject to the rights of any tenant, permit Developer and/or Developer's representatives to enter the Study Area Site at reasonable times for the purpose of soils testing, survey work and other predevelopment activities.

(c) Notwithstanding anything in this Agreement to the contrary, by entering this Agreement, neither the Public Entities nor the Developer release, waive, discharge or otherwise alter any and all rights to pursue compensation, damages, contribution, indemnification and/or other remedies against any third party, including without limitation, related to Hazardous Materials or the clean-up, remediation or disposal thereof.

Section 19. Indemnity. Developer shall indemnify, defend, and hold the Public Entities, and their respective directors, officers, employees, agents, and successors and assigns (the "Indemnitee" in this Section) harmless against all suits and causes of action, claims, costs, and liability, including, but not limited to, reasonable attorney's fees and costs of any litigation, or arbitration or mediation, if any, brought by third parties (1) challenging the validity, legality or enforceability of this Agreement or (2) seeking damages which may arise directly or indirectly from the negotiation, formation, execution, enforcement or termination of this Agreement, or which are incident to the performance of the activities contemplated in this Agreement. Nothing in this Section shall be construed to mean that Developer shall hold the Indemnitee harmless and/or defend the Indemnitee to the extent of any claims arising from, or alleged to arise from the negligence, or willful misconduct or illegal acts of any of the Indemnitees, or the breach by the Public Entities of any agreement relating to the Study Area Site, including but not limited to this Agreement and any DDA, if approved. The Public Entities agree to fully cooperate with Developer in the defense of any matter in which Developer is defending and/or holding the Indemnitee harmless. The Public Entities may make all reasonable decisions with respect to its representation in any legal proceeding, including, but not limited to, the selection of attorney(s). This indemnity obligation shall survive the termination of this Agreement.

Section 20. No Third Party Beneficiaries. The Public Entities and the Developer expressly acknowledge and agree they do not intend, by their execution of this Agreement, to benefit any persons or entities not signatory to this Agreement, including, without limitation, any brokers representing the parties to this transaction. No person or entity not a signatory to this Agreement shall have any rights or causes of action against either the Public Entities or the Developer arising out of or due to the Public Entities' or the Developer's entry into this Agreement.

Section 21. Offer to Enter Negotiations. This Agreement, when executed by the Developer and delivered to the City, shall be deemed to be an offer by the Developer to enter into negotiations pursuant to the terms of this Agreement and will then be scheduled jointly for approval consideration by the Public Entities. This Agreement must be authorized, executed and delivered by the Public Entities within sixty (60) days after the date of signature by the Developer or the Developer shall have the right to withdraw its offer to enter into this Agreement upon written notice to the Public Entities. The Exclusive Negotiating Period shall commence and this Agreement shall not be effective until the Effective Date, which is the first calendar day of the month following the date this Agreement has been executed by both of the Parties, which date shall be entered on the first paragraph of this Agreement by the Public Entities after approval of this Agreement.

Section 22. Public Entities Rights. The Developer understands and agrees that in the event of the termination or expiration of this Agreement without the execution of a DDA, the Public Entities shall have the right, in their respective discretion, to commence exclusive negotiations with any other third party developer selected for the development of the parcels comprising the Study Area Site, without the need for any consultation or approval by the Developer. The Developer acknowledges and agrees that it will not receive any property interest in the Study Area Site of any kind as a result of entering into this Agreement.

In the event the Developer executes a DDA consistent with the provisions of this Agreement prior to the termination or expiration of the Exclusive Negotiating Period, then within sixty (60) days of the delivery to City of such DDA, the Public Entities shall consider whether to approve or disapprove such DDA. If the Public Entities' approval does not occur within such 60 day period, the Developer shall have the right to withdraw its offer to enter into such DDA upon written notice to the Public Entities.

Section 23. Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

Section 24. Attorney's Fees. In the event that either party hereto brings an action or proceeding against the other party to enforce or interpret any of the conditions or provisions of this Agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses and court costs associated with such action or proceeding.

Section 25. Effect of Agreement. Notwithstanding any other provision of this Agreement, the Parties expressly acknowledge and agree as follows:

(a) None of the matters described in this Agreement as a purported commitment or obligation of the Parties to be contained in a proposed DDA shall have any effect unless and only to the extent such matters are expressly set forth in a DDA or other written agreement duly authorized, approved and executed by the Parties. Notwithstanding any provision of this Agreement to the contrary, Developer acknowledges and expressly agrees as follows: (i) that this Agreement does not obligate the Public Entities in any way to approve, in whole or in part, any of the matters described in this Agreement, including, without limitation, matters pertaining to land use entitlements or approvals, permits, waivers or reduction of fees, development or any other matters (the "Entitlements") to be acted on independently by the City; (ii) that all such required Entitlements shall be considered and processed by the City in accordance with all applicable City requirements and procedures; and (iii) that the City reserves all rights to approve, disapprove or approve with conditions all such Entitlements in its sole and absolute discretion. Upon the execution of a DDA by the Parties, this Agreement shall be null and void and of no effect and shall be superseded by the terms and conditions of the DDA.

(b) The Parties shall promptly commence the good faith negotiation of a DDA following the execution of this Agreement by the Parties. Each Party acknowledges and agrees that, for the purposes of this Agreement, a Party shall be deemed to be acting in good faith so long as it makes reasonable efforts to attend scheduled meetings, directs its consultants to cooperate with the other Parties, provides information necessary for the negotiations to the other Parties,

participates in negotiations, and uses commercially reasonable efforts to promptly review and return with comments all correspondence, reports, documents, or agreements received from another Party that require such comments. Upon termination of this Agreement for any reason, without limiting the provisions of Section 8(c), the obligation of the Parties to negotiate in good faith shall terminate.

IN WITNESS WHEREOF, the City, Successor Agency, Authority and Developer have executed this Agreement in the City of Inglewood, Los Angeles County, California, on the date hereinabove first set out.

CITY:

CITY OF INGLEWOOD,
a municipal corporation

By: _____
James T. Butts, Jr.
Mayor

SUCCESSOR AGENCY:

CITY OF INGLEWOOD AS SUCCESSOR AGENCY TO INGLEWOOD REDEVELOPMENT AGENCY, a public body, corporate and politic

By: _____
James T. Butts, Jr.
Chairman

AUTHORITY:

INGLEWOOD PARKING AUTHORITY, a public body, corporate and politic

By: _____
James T. Butts, Jr.
Chairman

DEVELOPER:

Murphy's Bowl LLC, a Delaware limited liability company

By: *See Next Page*
Its: Manager

09/11/2018

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CITY OF INGLEWOOD,
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By: _____
James T. Butts, Jr.
Mayor

SUCCESSOR AGENCY:

CITY OF INGLEWOOD AS SUCCESSOR AGENCY TO INGLEWOOD REDEVELOPMENT AGENCY, a public body, corporate and politic

By: _____
James T. Butts, Jr.
Chairman

AUTHORITY:

INGLEWOOD PARKING AUTHORITY, a public body, corporate and politic

By: _____
James T. Butts, Jr.
Chairman

DEVELOPER:

Murphy's Bowl LLC, a Delaware limited liability company

By: _____
Its: Manager

09/12/2018

APPROVED AS TO FORM AND LEGALITY:

KENNETH R. CAMPOS

City Attorney/Successor Agency and Authority General Counsel

By: _____
Kenneth R. Campos, Esq.

APPROVED:

KANE, BALLMER & BERKMAN

City/Successor Agency and Authority Special Counsel

By: _____
Royce K. Jones, Esq.

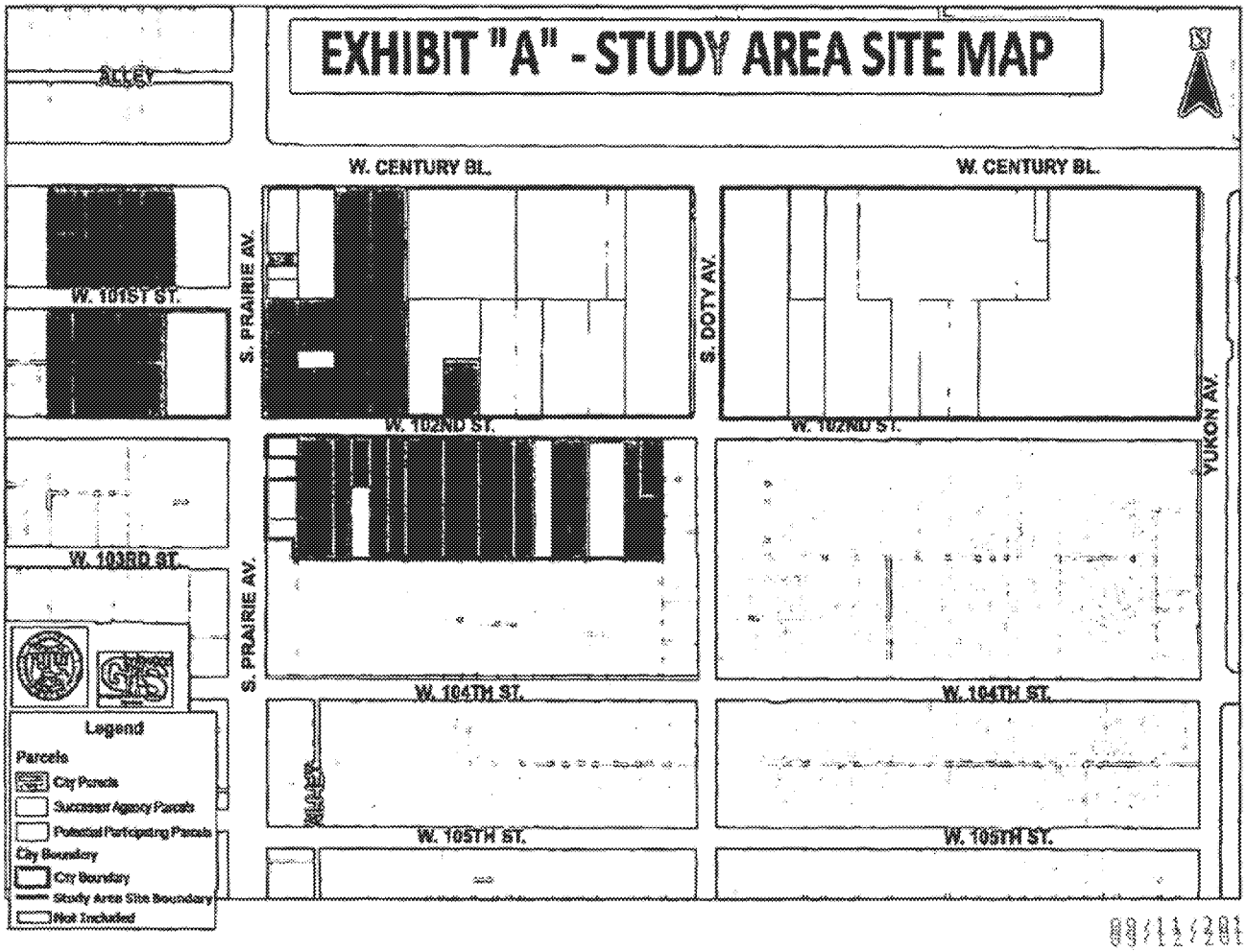
ATTEST:

YVONNE HORTON

City Clerk/Successor Agency and Authority Secretary

By: _____
Yvonne Horton

09/11/2018



08/15/2018

Exhibit C
69

EXHIBIT D

[redacted]

RESOLUTION NO. 17-OB-004

A RESOLUTION OF THE OVERSIGHT BOARD TO CITY OF INGLEWOOD AS SUCCESSOR AGENCY TO THE FORMER INGLEWOOD REDEVELOPMENT AGENCY FINDING AND DETERMINING THAT THE SUCCESSOR AGENCY'S APPROVAL OF THAT CERTAIN AMENDED AND RESTATED EXCLUSIVE NEGOTIATING AGREEMENT ON AUGUST 15, 2017 (ENA), IS CONSISTENT WITH AND IMPLEMENTS ITS APPROVED LONG-RANGE PROPERTY MANAGEMENT PLAN AND THE REDEVELOPMENT DISSOLUTION LAW

WHEREAS, Assembly Bill x1 26 ("AB 26") and ABx 27 ("AB 27") were passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011, making certain changes to Redevelopment Law, including adding Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) ("Part 1.85") to Division 24 of the California Health and Safety Code ("Health and Safety Code") (collectively, "Dissolution Law"), and

WHEREAS, the California Supreme Court in California Redevelopment Association v. Matosantos, Case No. S194861 upheld the constitutionality of AB 26; and

WHEREAS, Health and Safety Code section 34173(a) designates successor agencies as successor entities to former redevelopment agencies; and

WHEREAS, upon dissolution of the Inglewood Redevelopment Agency as of February 1, 2012, the Inglewood Redevelopment Agency was deemed the Former Inglewood Redevelopment Agency ("Former Redevelopment Agency" under Health and Safety Code Section 34173(a); and

WHEREAS, pursuant to Health and Safety Code section 34173(d), the City of Inglewood presently serves in the capacity of the successor agency to the Former Redevelopment Agency ("Successor Agency"), as confirmed by City Council Resolution No. 12-02 adopted on January 1, 2012;

WHEREAS, AB 26 requires that there shall be an oversight board ("Oversight Board") established for each of the former California redevelopment agency's successor agencies to supervise

the activities of the Successor Agency and the wind down of the dissolved Redevelopment Agency's affairs pursuant to AB 26; and

WHEREAS, the City of Inglewood, in its capacity as Successor Agency, is engaged in activities necessary to wind down the affairs of the Former Redevelopment Agency; and

WHEREAS, in accordance with Dissolution Law, the Successor Agency prepared and the Oversight Board and the State Department of Finance did approve a Long-Range Property Management Plan pursuant to AB 26 specifically in conformance with Health & Safety Code section 34191.5(b) (the "LRPMP").; and

WHEREAS, in furtherance of the LRPMP, the Successor Agency has undertaken various actions, including the action of the Successor Agency on August 15, 2017 approving that certain 17077.001 3826684v5 2 Amended and Restated Exclusive Negotiating Agreement (ENA) by and among the City of Inglewood, Successor Agency and Murphy's Bowl LLP, for the purpose of studying the feasibility of disposing of and utilizing certain Successor Agency parcels (in combination with certain City of Inglewood parcels as provided in the ENA), and facilitating the proposed development of a state-of-the-art National Basketball Association (NBA) professional basketball arena in the City of Inglewood); and

WHEREAS, this Oversight Board has reviewed and considered the ENA staff report and comments received by it at this hearing and submitted in writing; and

WHEREAS, the ENA is subject to reasonable limitations, conditions and milestones for the achievement of a major development within the City of Inglewood that would involve and result in the potential and timely assemblage of certain parcels of real property owned by the Successor Agency that, upon disposition by the Successor Agency, would produce and make available to the tax entities significant tax revenues that might not otherwise be realized by the taxing entities; and

WHEREAS, nothing in the ENA obligates the Successor Agency or this Oversight Board to approve the sale, disposition of any of the Successor Agency-owned parcels or interests therein, nor to approve any proposed development thereon.

WHEREAS, nothing in the ENA or this Board's actions herein waives or otherwise restricts the Successor Agency's or this Oversight Board's ability to exercise its own independent,

discretionary judgment with regard to the California Environmental Quality Act as to the development of the Successor Agency-owned parcels or any portion thereof, or interest therein; and

WHEREAS, this Oversight Board finds the ENA consistent with implementation of the LRPMP.

NOW, THEREFORE, the Oversight Board to the City of Inglewood, as the Successor Agency to the former Inglewood Redevelopment Agency, does hereby find, determine and resolve and order as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. All legal prerequisites to the adoption of this Resolution have occurred.

Section 3. The Successor Agency staff is authorized to make such nonmaterial adjustments to the ENA as may be appropriate in the judgment of the Executive Director of the Successor Agency or to accommodate other requests not inconsistent with this Resolution.

Section 4. The actions of the Successor Agency to date in connection with the ENA are hereby ratified and approved.

Section 5. This Resolution shall take effect immediately upon its adoption.

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Section 6. The Oversight Board Secretary shall certify as to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED by the Oversight Board to the City of Inglewood as the Successor Agency to the former Inglewood Redevelopment Agency, at a specially scheduled meeting held this 7th day of September, 2017 by the following vote. Board Members Margarita Cruz, Jo Ann Higdon, Carolyn Hull and Chair James T. Butts; Noes: None; Abstain: None; Absent: Board Member Eugenio Villa and Vice Chair Banner

James T. Butts, Chairman

Olga J. Castañeda, Deputy Clerk
Secretary to the City of Inglewood Former Redevelopment Agency Oversight Board

09/11/2018

AGREEMENT NO. 17-456 (AMENDMENT NO. 1)
APPROVED: AUGUST 15, 2017

AMENDED AND RESTATED EXCLUSIVE NEGOTIATING AGREEMENT

This Amended and Restated Exclusive Negotiating Agreement, dated as of August 15, 2017,[1] (the "Agreement"), is made by and among the City of Inglewood, a municipal corporation (the "City"), the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency, a public body, corporate and politic (the "Successor Agency"), the Inglewood Parking Authority, a public body, corporate and politic (the "Authority"), and Murphy's Bowl LLC, a Delaware limited liability company (the "Developer").

The City, Successor Agency and the Authority are sometimes collectively referred to herein as the "Public Entities"). The Public Entities and Developer are sometimes herein referred to as the "Parties").

For and in consideration of the mutual covenants and promises herein, the parties agree as follows:

RECITALS

This Agreement amends and restates in its entirety that certain Exclusive Negotiating Agreement previously entered into by the Parties and approved on June 15, 2017 (the "Prior ENA") with reference to the following facts:

A. The subject matter of this Agreement involves certain negotiation parameters established by the Parties with respect to a proposed development of an NBA professional basketball facility as more specifically described in Recital B and generally located on certain real property to be subsequently determined by the Parties within the following area of the City: Century Boulevard on the north, Prairie Avenue on the west along with two parcels located to the west of Prairie Avenue depicted as the approximately 2.03 acre parcel and the approximately 3.12 acre parcel as shown on Exhibit A, the Study Area Site Map, then midblock on West 102nd Street toward West 103rd Street on the south to Doty Avenue, and then West 102nd Street on the south to Yukon Avenue, and then Yukon Avenue on the east (the "Study Area Site"). The Study Area Site is generally depicted on the "Study Area Site Map" attached hereto, labeled Exhibit A, and incorporated herein by this reference. Once established by the Parties pursuant to negotiations established by this Agreement, the desired parcels of real properties within the Study Area Site will be specifically identified and consist of all or some of the following parcels (the "Potential Arena Site"): (1) those certain parcels of real property currently owned by the City referred to and identified as the "City Parcels" and designated as such on the Study Area Site Map, (2) those certain parcels of real property owned by the Successor Agency referred to and identified as the "Agency Parcels" and designated as such on the Study Area Site Map, and (3) those certain parcels of commercial non-residential real property currently owned by third parties referred to and identified as the "Potential Participating Parcels" and designated as such on the Study Area Site Map. Under no circumstances shall the Potential Arena Site include any parcel of real property

[1] The "Effective Date" of this Agreement, and the commencement of the Exclusive Negotiating Period, shall be the first calendar day of the month following the approval of this Agreement by the Public Entities.

on which a church or occupied residential use exists. Moreover, in no event shall the City or the Authority undertake any action to acquire any Potential Participating Parcel except in accordance with Section 2 and all applicable law. Neither the City nor the Authority shall be under any obligation pursuant to the terms of this Agreement to adopt a resolution of necessity authorizing the acquisition of any of the Potential Participating Parcels by eminent domain, and neither the City nor the Authority has committed to do so.

B. The Developer has proposed development of a premier and state of the art National Basketball Association ("NBA") professional basketball arena consisting of approximately 18,000 to 20,000 seats as well as related landscaping, parking and various other ancillary uses related to and compatible with the operation and promotion of a state-of-the-art NBA arena within the Study Area Site (the "Proposed Project").

C. It is anticipated by the Parties that, subject to the satisfaction of all the provisions of this Agreement, including without limitation the determination of the Potential Arena Site, the parcels of real property comprising the Potential Arena Site may be separately conveyed to the Developer by each of the City, Successor Agency and/or the Authority in accordance with their respective interests in the Potential Arena Site; provided however, and at the discretion of the Public Entities, the City Parcels, Agency Parcels and the Authority's interest, if any, may be singularly conveyed by the City or the Authority to the extent feasible and legally permissible. Moreover, it is contemplated by the Parties that conveyance of the City Parcels, Agency Parcels and the Authority's interest, if any, by the Public Entities will take place concurrently with back to back escrow closings to the extent a joint conveyance by the City or the Authority is not legally feasible and permissible.

D. In furtherance of the objectives of the California Redevelopment Dissolution Law, as amended ("AB 26"), if the Proposed Project is approved by the Public Entities, the Successor Agency shall convey its interests in the Agency Parcels within the Study Area Site (as defined in this Agreement) directly to the Developer under applicable provisions contained in AB 26. AB 26 has required the dissolution of the former Inglewood Redevelopment Agency (the "RDA"). The conveyance of the Agency Parcels within the Study Area Site shall be conveyed (if approved) consistent with the Successor Agency's approved Long Range Property Management Plan (the "LRPMP"), which has been approved by the Successor Agency, the Oversight Board to the Successor Agency, and the California Department of Finance (the "DOF"). The Developer acknowledges that the Public Entities have not approved the Proposed Project as of the Effective Date of this Agreement, notwithstanding the Agreement's contemplation of the process by which the approvals may be obtained and will not do so except as provided in this Agreement in the exercise of their respective absolute discretion.

E. Subject to the requirements of AB 26, the Successor Agency, along with the City and the Authority, has selected and agreed to negotiate with the Developer for the potential conveyance and development of the Agency Parcels (along with the balance of the Study Area Site, or applicable portion thereof subsequently determined) as a result of the Developer's affiliation with an NBA franchise that can be moved to the City (subject to NBA approval), and the Developer's experience and expressed commitment to expeditiously develop the Proposed Project on the Study Area Site so as to bolster the economic revitalization of Inglewood and a unique opportunity not otherwise available to provide an NBA franchise within the City of

Inglewood. The Public Entities have also agreed to negotiate with the Developer for the Proposed Project because of: (a) the unique economic development and employment opportunities the Proposed Project would provide to the financial base and overall fiscal stability of the City that might otherwise not be available; and (b) the anticipated expansion of the City's presence as a major sports and entertainment center.

F. No entitlements required or requested by the Developer for the development of the Proposed Project will be considered for approval or approved by the Public Entities until the requirements of this Agreement have been satisfied, including without limitation, the approval of a Disposition and Development Agreement ("DDA") by the Public Entities as described in Section 6, compliance with CEQA as provided in Section 7, and all applicable City land use and Municipal Code requirements have been satisfied.

G. It is being proposed by the Developer that the Proposed Project be developed in multiple phases and that it be developed in a manner consistent with the descriptions, undertakings, procedures and other provisions set forth in this Agreement and as specifically set forth in a proposed DDA subject to changes or revisions if and as agreed to by the Public Entities and Developer (subject to the provisions of Section 25 below), or as may arise from the City's independent regulatory review of the Proposed Project.

H. As a result of the qualifications, experience and identity of Developer, which are of particular concern to the Public Entities, both individually and collectively, the Public Entities desire to enter into this Agreement with the Developer with the objective of negotiating a proposed mutually acceptable DDA for consideration by the Public Entities, providing for the development of the Proposed Project consistent with the terms and conditions of this Agreement.

I. The Public Entities anticipate that following execution of this Agreement and through the period of negotiation and the preparation of any DDA for the development of the Proposed Project, staff of the City on the behalf of the Public Entities, as well as certain consultants and attorneys hired by the Public Entities will devote substantial time and effort in reviewing plans, contacting and meeting with the Developer and various other necessary third parties, and providing other aid and assistance to the Developer in connection with the Proposed Project, as well as negotiating and preparing the proposed DDA described above.

Section 1. Definitions. The following terms shall have the meaning ascribed thereto, unless the context requires otherwise:

"Agreement" means this Amended and Restated Exclusive Negotiating Agreement, by and among the City, Successor Agency, the Authority and the Developer.

"Authority" means the Inglewood Parking Authority, a public body organized and existing pursuant to the California Parking Law of 1949.

"CEQA" has the meaning given in Section 7.

"City" means the City of Inglewood, a municipal corporation, organized and existing pursuant to the constitution and laws of the State of California.

"DDA" has the meaning given in Recital F.

"Developer" means Murphy's Bowl LLC, a Delaware limited liability company.

"Entitlements" has the meaning given in Section 25.

"Exclusive Negotiating Period" means a period of time consisting of thirty-six (36) months commencing on the Effective Date specified in this Agreement above, subject to extension as provided in this Agreement for Force Majeure and Challenges and/or for additional negotiations as established by the Public Entities pursuant to Section 4 below.

"Party" means any party to this Agreement.

"Potential Arena Site" has the meaning given in Recital A.

"Study Area Site" has the meaning given in Recital A.

"Successor Agency" means the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency, a public entity, corporate and politic, established pursuant to AB 26.

Section 2. Obligations of the Public Entities.

(a) During the Exclusive Negotiating Period and the sixty (60) day period referred to in Section 22 below, the Public Entities shall perform the following: (i) review and consider all financial documents required of Developer for the financing of the Proposed Project; and (ii) shall not negotiate with or consider any offers or solicitations from, any person or entity, other than the Developer, regarding a proposed DDA for the sale, lease, disposition, and/or development of the City Parcels or Agency Parcels within the Study Area Site; provided however, and notwithstanding anything contained in this Agreement, the City shall not be precluded from engaging in negotiations and discussions with current property owners and/or authorized tenants of the Potential Participating Parcels for the rehabilitation or development of their respective properties in accordance with existing City land use regulations and City Municipal Code requirements, and any such negotiations and discussions by the City shall not be a violation of this Agreement. City staff shall be available to meet with the Developer to discuss the proposed development of the Proposed Project, the site plan and architectural renderings, and any other issues pertinent to the preparation of a DDA for the proposed development of the Proposed Project within the Study Area Site.

(b) If the City and/or the Authority determines in their sole discretion that all or certain of those parcels of real property comprising the Potential Participating Parcels specifically identified by the Parties are desirable for the development of the Proposed Project, the City and/or the Authority, as applicable, subject to the Developer rights and obligations as set forth in Section 3(g), shall consider acquisition of the parcels of real property comprising the Potential Participating Parcels so identified by the Parties in accordance with applicable law. In the event the City and/or the Authority, as applicable, determined, in its sole discretion, that it(they) is(are) unable to acquire all such identified and desirable parcels of the Potential Participating Parcels by negotiated voluntary sale, then the City or the Authority, as applicable, may elect, in its sole discretion and without any obligation or commitment to do so, to give legal notice and schedule a

public hearing to consider the adoption of a resolution of necessity authorizing the acquisition of the Potential Participating Parcels by eminent domain. The adoption of the resolution of necessity shall be subject to the sole discretion of the City and/or the Authority and nothing in this Agreement shall obligate or commit the City and/or the Authority to adopt a resolution of necessity with respect to any of the Potential Participating Parcels.

(c) For purposes of Developer's initial due diligence for the Proposed Project during the Exclusive Negotiating Period, the City shall grant Developer access to the City Parcels and Agency Parcels pursuant to a right of entry agreement as described in Section 18(b), which right of entry shall continue as long as this Agreement is in effect; and the City shall respond to requests for information from the Developer in a timely fashion. The Public Entities acknowledge and agree that Developer's due diligence may encompass such matters as, without limitation, title and survey, environmental conditions, soil conditions, physical conditions, siting, access, traffic patterns, financing, economic feasibility, platting, and zoning.

Section 3. Obligations of Developer. During the Exclusive Negotiating Period the obligations of Developer shall include the following:

(a) Within thirty (30) days of the Effective Date of this Agreement, the Developer and City shall enter into a funding agreement pursuant to which the Developer shall reimburse the City for all third party costs incurred in obtaining the necessary documentation required for the review and consideration of the Proposed Project within the Study Area Site (the "Environmental Review"), as may be required by CEQA (as such term is defined in Section 7). The City shall consult with Developer and keep Developer reasonably informed regarding the proposed timeline for the Environmental Review and the selection of the vendors to perform the Environmental Review. The funding agreement shall provide a process where the City shall establish a budget for the Environmental Review which shall be approved or disapproved in Developer's reasonable discretion and shall contain a dispute resolution procedure in the event the parties cannot agree on the budget.

(b) Within one hundred fifty (150) days of the Effective Date of this Agreement, the Developer shall provide to the City a reasonable confidential draft of cost pro forma, and a reasonable confidential draft table describing the sources and uses of funds and cash flow projections and distributions, concerning the Proposed Project to be developed within the Study Area Site, and a narrative describing the fundamental economics of the Proposed Project (the "Proposed Project Pro Forma"), in a form reasonably acceptable to the City. If the Proposed Project Pro Forma submitted by the Developer to the City is not reasonably acceptable to the City, the City shall within thirty days after receipt of the Proposed Project Pro Forma provide detailed comments about the Proposed Project Pro Forma and set forth those items that are unacceptable to the City; pursuant to which, the City and the Developer shall meet and negotiate in good faith to modify the Proposed Project Pro Forma at a level acceptable to the City. The Parties acknowledge the information to be provided under this Section 3(b) and Section 3(c) may contain proprietary confidential material, and if so requested, the Public Entities and Developer will seek to enter into a mutually satisfactory confidentiality agreement, within the maximum limits permitted by law.

(c) Within sixty (60) days after the City finds the Proposed Project Pro Forma acceptable, the Developer shall also provide a confidential conditional commitment letter from an

equity investor providing the necessary equity financing consistent with the acceptable Proposed Project Pro Forma. This condition may be satisfied by the Developer submitting to the City evidence reasonably acceptable to the City demonstrating sufficient liquidity required for the development of the Proposed Project within the Study Area Site. If such submission is not reasonably acceptable to the City, the City shall within thirty days after receipt of the Proposed Project Pro Forma provide detailed comments setting forth those items that are unacceptable to the City, and the City and the Developer shall meet and negotiate in good faith to modify the submission(s) in order that such evidence may be acceptable to the City.

(d) Within one hundred eighty (180) days of the Effective Date of this Agreement, the Developer shall deliver to the City a sketch and legal description of the portions of the property which the Developer would like to acquire for development of the Proposed Project (which property shall constitute the "Proposed Arena Site") and a conceptual site plan and basic architectural renderings for the development of the Proposed Project and any additional information reasonably requested by the City concerning any conceptual site plan and basic architectural renderings for the development of the Proposed Project within the Study Area Site submitted by the Developer in a form sufficient to commence the Environmental Review. The Parties acknowledge that the detailed site plan and architectural drawings shall not be required to be prepared by Developer until Developer is processing the Entitlements (as such term is defined in Section 25, below), at which time final site plan and architectural renderings shall be prepared and shall include a well-defined architectural concept for the Proposed Project showing vehicular circulation and access points, amounts and location of parking, location and size of all buildings (including height and perimeter dimensions) pedestrian circulation, landscaping and architectural character of the Proposed Project. However, no such site plan or architectural renderings shall be deemed final until the completion of Environmental Review in accordance with CEQA and approved by the City pursuant to an approved and executed DDA and the submittal of complete applications by the Developer for the Entitlements required for development of the Proposed Project within the Study Area Site.

(e) Conduct and make at least two presentations of the Proposed Project at community meetings noticed per City instructions. The first such community meeting shall be conducted not later than ninety (90) days after the date of the expiration of the one hundred fifty (150) day period referenced in Section 3(b), above, and the second such community meeting shall be conducted not later than one hundred and eighty (180) days after the date of the first community meeting.

(f) The Public Entities acknowledge that in consideration for the Public Entities entering into this Agreement, the Developer has delivered and City has accepted the Non-Refundable Deposit required by Section 5.

(g) If the City and/or the Authority determine in their sole discretion that all or certain of those parcels of real property comprising the Potential Participating Parcels specifically identified by the Parties are desirable for the development of the Proposed Project, and the City and/or the Authority determine to acquire, in accordance with all applicable law, all or certain of these desirable parcels, the Developer shall fully advance to the City and/or Authority, as applicable, all costs associated with the acquisition of these parcels including, but not limited to, the payment of the negotiated purchase price for these parcels and all legally required relocation costs associated with the acquisitions (the "Developer Contribution") within a reasonable time

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following the written notice from the City and/or Authority requesting the Developer Contribution; provided, however, that as to any such Potential Participating Parcel for which the Developer Contribution is sought, before the City and/or Authority: (i) take any action that would create any obligations whatsoever on the part of the Developer, in each case with respect to acquiring such parcel, it shall first obtain the Developer's consent (which shall not be unreasonably withheld, conditioned or delayed) to such actions; or (ii) enter into any acquisition agreement with any owner of any such parcel, it shall first obtain the Developer's consent (which shall not be unreasonably withheld, conditioned or delayed) for the proposed purchase price for any such parcel(s). In the event that the City and/or Authority, as applicable, legally determines to use its/their eminent domain authority subject to applicable California eminent domain law requirements and limitations, after having adopted a resolution of necessity authorizing the acquisition, to acquire all or certain parcels of the real property comprising the Potential Participating Parcels desirable for the development of the Proposed Project, the Developer shall advance to the City and/or Authority, as applicable, all costs associated with the exercise of such eminent domain authority (including all court costs and reasonable legal fees), as well as all acquisition costs including, but not limited to, the payment of fair market value for each of the condemned parcels as determined by the Court, or pursuant to a negotiated acquisition or settlement agreement, as approved by the Developer (the "Expanded Developer Contribution") within a reasonable amount of time following written notice from the City and/or Authority requesting the Expanded Developer Contribution; provided, however, that before the City and/or the Authority take any actions with respect to exercising such eminent domain authority as to any such Parcel for which the City and/or the Authority requests the Expanded Developer Contribution, it or they, as applicable, shall first obtain the Developer's consent (which shall not be unreasonably withheld, conditioned or delayed) to such actions. In addition, subject to the aforesaid prior consent, the Developer shall also pay all legally required relocation costs associated with such acquisition. With the exception of the court costs and reasonable attorney fees advanced and paid by the Developer for the eminent domain action undertaken by the City and/or the Authority, as applicable, all such advanced acquisition costs shall be credited against the "Payment Consideration Amount" as defined and described in Section 6(c) below, payable by the Developer to the City and/or the Authority, as applicable, for the conveyance of the applicable portions of the Study Area Site. The Parties agree that, upon the acquisition by the City and/or the Authority, as applicable, of any Potential Participating Parcel pursuant to this Section 3(g), such Potential Participating Parcel shall, for all purposes of this Agreement, be deemed to be a City Parcel or Agency Parcel, as the case may be.

Section 4. Exclusive Negotiation Period.

THE EXCLUSIVE NEGOTIATING PERIOD SHALL, IF NOT SOONER TERMINATED AS PROVIDED IN SECTION 8, TERMINATE ON THE DATE THAT IS THIRTY-SIX (36) MONTHS AFTER THE EFFECTIVE DATE HEREOF, SUBJECT TO EXTENSION AS PROVIDED IN THIS AGREEMENT FOR FORCE MAJEURE AND CHALLENGES. HOWEVER, THE EXCLUSIVE NEGOTIATING PERIOD MAY ALSO BE EXTENDED BY THE MUTUAL WRITTEN CONSENT OF THE PARTIES FOR ONE ADDITIONAL PERIOD OF SIX (6) MONTHS. THE CITY MANAGER MAY: (1) GRANT SUCH EXTENSION FOR AND ON BEHALF OF THE CITY; AND (2) GRANT SUCH EXTENSION IN HIS CAPACITY AS EXECUTIVE DIRECTOR OF THE SUCCESSOR AGENCY, FOR AND ON BEHALF OF THE SUCCESSOR AGENCY, AND (3) GRANT SUCH EXTENSION IN HIS CAPACITY AS EXECUTIVE DIRECTOR OF THE AUTHORITY FOR

AND ON BEHALF OF THE AUTHORITY, ALL OF WHICH IN HIS REASONABLE DISCRETION. HOWEVER, NOTWITHSTANDING THE FOREGOING, THE CITY MANAGER AND IN HIS CAPACITY AS EXECUTIVE DIRECTOR SHALL NOT DENY ANY REQUESTED EXTENSION IF AT THE TIME OF THE REQUEST BY DEVELOPER, THE PUBLIC ENTITIES ARE UNABLE TO SIGN A DDA DUE TO ITS FAILURE TO: (I) COMPLETE ANY APPLICABLE ENVIRONMENTAL REVIEW NECESSARY FOR THE PUBLIC ENTITIES TO SIGN A DDA; OR (II) SATISFY ANY CONDITION OR REQUIREMENT OF AB 26.

Initials: *See Next Page* Developer City

Successor Agency Authority

If the City Manager and in his capacity as Executive Director, has granted a written extension of the term of this Agreement as provided hereinabove, then the Parties shall within such extended term, and subject to Developer's right to terminate this Agreement under Section 8(b), continue to negotiate in good faith a DDA in accordance with the terms of this Agreement for the proposed development of the Proposed Project on the Study Area Site, and the Exclusive Negotiating Period under this Agreement shall be deemed extended for the period of the extension.

However, notwithstanding the foregoing, the City Manager and in his capacity as Executive Director may, in his sole discretion, submit any extension request to the City Council, the Successor Agency and the Authority for their consideration consistent with this Section 4.

Section 5. Non-Refundable Deposit. Developer, within twenty-four (24) hours after City's approval of the Prior ENA, deposited with the City the sum of One Million Five Hundred Thousand Dollars ($1,500,000) which amount constituted and is referred to herein as the "Non-Refundable Deposit." The Non-Refundable Deposit was paid as consideration to the Public Entities for entering into the Prior ENA and shall be used as consideration for the Public Entities entering into this Agreement, and the City shall have the right, but not the obligation to use or spend the proceeds of the Non-Refundable Deposit towards the payment of certain administrative costs and any other related expenses incurred by the Public Entities (the "City Expenses") relative to the negotiation and preparation of a DDA and/or the implementation of the various obligations of the Public Entities as set forth in this Agreement. All proceeds of the Non-Refundable Deposit shall be the sole property of the City upon submittal by Developer, and shall in no event be refundable, in whole or in part, to the Developer for any reason including, but not limited, to the Parties' inability to enter into a DDA.

Section 6. Disposition and Development Agreement. Subject to the Parties' rights to terminate this Agreement under Section 8, the Parties hereby acknowledge and agree that during the Exclusive Negotiation Period, the Parties shall use their respective good faith efforts to negotiate and enter into a DDA which shall include, but not be limited to, the following terms. The Parties hereby acknowledge that the following terms set forth a general outline for the Parties going forward and that the DDA will contain substantial additional terms which, through mutual negotiation and agreement, may differ from the following specific provisions and that nothing

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AND ON BEHALF OF THE AUTHORITY, ALL OF WHICH IN HIS REASONABLE DISCRETION. HOWEVER, NOTWITHSTANDING THE FOREGOING, THE CITY MANAGER AND IN HIS CAPACITY AS EXECUTIVE DIRECTOR SHALL NOT DENY ANY REQUESTED EXTENSION IF AT THE TIME OF THE REQUEST BY DEVELOPER, THE PUBLIC ENTITIES ARE UNABLE TO SIGN A DDA DUE TO ITS FAILURE TO: (I) COMPLETE ANY APPLICABLE ENVIRONMENTAL REVIEW NECESSARY FOR THE PUBLIC ENTITIES TO SIGN A DDA; OR (II) SATISFY ANY CONDITION OR REQUIREMENT OF AB 26.

Initials: _____ _____

Developer City

_____ _____

Successor Agency Authority

If the City Manager and in his capacity as Executive Director, has granted a written extension of the term of this Agreement as provided hereinabove, then the Parties shall within such extended term, and subject to Developer's right to terminate this Agreement under Section 8(b), continue to negotiate in good faith a DDA in accordance with the terms of this Agreement for the proposed development of the Proposed Project on the Study Area Site, and the Exclusive Negotiating Period under this Agreement shall be deemed extended for the period of the extension.

However, notwithstanding the foregoing, the City Manager and in his capacity as Executive Director may, in his sole discretion, submit any extension request to the City Council, the Successor Agency and the Authority for their consideration consistent with this Section 4.

Section 5. Non-Refundable Deposit. Developer, within twenty-four (24) hours after City's approval of the Prior ENA, deposited with the City the sum of One Million Five Hundred Thousand Dollars ($1,500,000) which amount constituted and is referred to herein as the "Non-Refundable Deposit." The Non-Refundable Deposit was paid as consideration to the Public Entities for entering into the Prior ENA and shall be used as consideration for the Public Entities entering into this Agreement, and the City shall have the right, but not the obligation to use or spend the proceeds of the Non-Refundable Deposit towards the payment of certain administrative costs and any other related expenses incurred by the Public Entities (the "City Expenses") relative to the negotiation and preparation of a DDA and/or the implementation of the various obligations of the Public Entities as set forth in this Agreement. All proceeds of the Non-Refundable Deposit shall be the sole property of the City upon submittal by Developer, and shall in no event be refundable, in whole or in part, to the Developer for any reason including, but not limited, to the Parties' inability to enter into a DDA.

Section 6. Disposition and Development Agreement. Subject to the Parties' rights to terminate this Agreement under Section 8, the Parties hereby acknowledge and agree that during the Exclusive Negotiation Period, the Parties shall use their respective good faith efforts to negotiate and enter into a DDA which shall include, but not be limited to, the following terms. The Parties hereby acknowledge that the following terms set forth a general outline for the Parties going forward and that the DDA will contain substantial additional terms which, through mutual negotiation and agreement, may differ from the following specific provisions and that nothing

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herein binds the Public Entities to undertake any action except in compliance with CEQA as provided in Section 7:

(a) A Scope of Development setting forth the specific development components of the Proposed Project including the total square feet of the Proposed Project, the number of required parking spaces and the design parameters for the Study Area Site including, but not be limited to, demolition and clearance activity on the Study Area Site, building height, acceptable architectural and landscape quality, access and circulation, determination of parcel boundaries, on-site and off-site improvements, site-perimeter treatment, landscaped buffers, parking, signage, lighting, and easements, if applicable. The design of the Proposed Project to be developed within the Study Area Site by the Developer shall be reasonably consistent with any concept, plans, schematics and drawings approved by the City.

(b) Developer's submittal to the City of various concepts, plans, schematics and drawings depicting the development of the Proposed Project within the Study Area Site on a phase-by-phase basis, the final construction plans and all other items and materials required by the City for its approval consideration of the Entitlements needed for the Proposed Project within the Study Area Site. Prior to conveyance of the Potential Arena Site to the Developer or as soon thereafter as they are completed, the Developer shall provide concept and schematic plans for the entire Proposed Project as well as final construction plans and any other related items or materials required for the development of the Proposed Project on the Potential Arena Site.

(c) Any DDA that may be negotiated and entered into pursuant to this Agreement by the Parties shall provide that the Developer shall pay a purchase price of not less than fair market value for the conveyance of the City Parcels and Agency Parcels (which fair market value shall be determined by an appraisal of the City Parcels and Agency Parcels using a valuation date as of the Effective Date), and if applicable, by the Authority (collectively, the "Payment Consideration Amount"). Notwithstanding the foregoing, the Payment Consideration Amount shall be subject to reduction as a consequence of any payment obligation of the Developer attributable to all reasonable costs associated with any environmental remediation reasonably approved by the Public Entities required for the development of the Proposed Project on the Potential Arena Site in accordance with remediation procedures established by any applicable governing or public entity having jurisdiction over the remediation of the Study Area Site and for the payment by the Developer of any advance pursuant to Section 3(g) above.

(d) Establishment of a detailed Schedule of Performance in which an acquisition and construction schedule for the development of the Proposed Project on the Potential Arena Site will be provided and the time frame for the submittal of final plans and specifications by the Developer for approval consideration by the Public Entities, consistent with the approved Scope of Development. The Schedule shall also include Developer participation in community presentations for the expressed purpose of allowing community residents to review the plans and drawings.

(e) The operation and management of the Proposed Project by the Developer in a good and professional manner.

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(f) The maintenance of landscaping, buildings and improvements in good condition and satisfactory state of repair so as to be attractive to the community residents.

(g) The operation of the proposed development of the Proposed Project on the Potential Arena Site by the Developer in compliance with all applicable equal opportunity standards established by Federal, California State and local law.

(h) If the City determines in its reasonable discretion that the financial status of Developer and the Guarantor is not sufficient to satisfy the obligations of the Developer under any DDA, then the City may mandate a provision requiring the Developer's contractor to provide a payment and performance bond ensuring the obligations of said contractor, where necessary.

(i) The payment by Developer on or before the execution of the DDA by City of a Good Faith Deposit in a form provided for in the DDA, in the amount provided in the DDA, which, at the option of the Developer, may be applied towards the Payment Consideration Amount.

(j) A provision providing that the Developer shall be solely responsible for all development costs of the Proposed Project. Neither the Public Entities, nor any of their officers, employees, consultants or agents have provided any direct or indirect information or taken any position which in any way would indicate that the proposed development of the Proposed Project on the Potential Arena Site is or is not subject to the State of California's prevailing wage requirements.

(k) A sources and uses budget, which shall be based upon a financial pro forma that has been reasonably approved by the City, and a feasible method of financing, reasonably demonstrating to the City the availability of all funds needed to complete the development of the Proposed Project on the Potential Arena Site. The DDA shall require the submittal of documentation of all proposed construction loans and owner equity needed to carry out the proposed method of financing. Developer agrees to make continuing full disclosure to the City of its proposed methods of financing, including the financing of any off-site improvements that are required to obtain the necessary entitlements for the Proposed Project on the Potential Arena Site.

(l) It is the intention of the Public Entities and Developer that the disposition and development of the Potential Arena Site be completed in a timely and an expeditious manner. Accordingly, a Schedule of Performance shall be included encompassing appropriate and necessary legal, administrative, transfer of property ownership and interests, financial and construction benchmarks to be met by the appropriate Party, together with required conditions precedent for the conveyance of the Potential Arena Site or applicable portions thereof, including without limitation adequate evidence of financing and entitlements for the proposed development of the Potential Arena Site. The Schedule of Performance shall be subject to extension for: (a) "Force Majeure" (a period of time equal to any period of delay experienced by Developer due to strikes, civil riots, war, invasion, fire or other casualty, acts of God, unavailability of labor or materials, adverse weather conditions, act or failure to act of governmental or quasi-governmental authorities or utilities, including failure or delay in issuing necessary approvals, permits and licenses, and zoning changes and any act or failure to act of third-party utility service providers, or other causes beyond the reasonable control of Developer; and (b) in the event of an administrative appeal, judicial challenge, or filing an application for referendum for such approval

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to any of the Entitlements (collectively a "Challenge") until the Challenge is finally resolved on terms satisfactory to Developer or waived in its sole discretion.

(m) Appropriate controls to regulate the use of the Potential Arena Site, including but not limited to an Agreement Affecting Real Property, setting forth the ongoing uses, tenant selection criteria and maintenance obligations with respect to the Potential Arena Site in the form of covenants binding on all successors and assigns.

(n) Subject to the adjustment to the Payment Consideration Amount as contemplated in Section 6(c) hereof, the Developer's responsibility for all costs and fees associated with the removal or remediation of any potentially Hazardous Materials from the Potential Arena Site, and demolition and clearance of all improvements on the Potential Arena Site;

(o) The DDA shall be subject to the City's standard insurance requirements for the development of the Potential Arena Site and all other applicable and customary City policies;

(p) The Developer shall use its best efforts to utilize (subject to Developer's right to impose customary screening and qualification standards on all hires) local residents and community businesses in all aspects of the development of the Proposed Project.

(q) In order to attempt to provide additional employment opportunities for Inglewood residents and businesses, the Developer shall engage in the following process with the goal of hiring qualified Inglewood residents for no less than 30% of the construction workforce for the Proposed Project from a list of targeted zip codes mutually agreed upon by the City and Developer and 35% of the employment positions needed in connection with Developer's operation of the Potential Arena Site after completion of the Proposed Project: (i) upon commencement of a job search, publication of employment opportunities in a newspaper of general circulation in Inglewood, social media and the City's website, and (ii) utilization of the resources and networks of the WOCP to create a community resource list that includes Southbay Workforce Investment Board as the primary resource agency and other similar organizations whose capabilities are matched with the particular needs of the Proposed Project. Developer and its contractors, subcontractors and vendors' obligations with respect to this goal shall be satisfied by engaging in the following activities: (w) utilization of the WOCP to identify and solicit qualified Inglewood residents; (x) coordination with organizations such as the Inglewood Airport Chamber of Commerce and Inglewood Partners for Progress to identify and solicit qualified Inglewood residents; (y) funding by Developer and participation in job fairs as may be reasonably requested by City and (z) coordination of local jobs training programs including pre-apprentice programs with the Southbay Workforce Investment Board as the primary resource agency and other local job resource agencies.

(r) To the extent legally permissible, Developer shall designate, and shall cause its contractors, subcontractors, vendors and other third parties under its control or with whom it enjoys privity of contract to designate the City of Inglewood as the point of sale for California sales and use tax purposes (to the extent the payment of sales and use tax is required by applicable law), for all purchases of materials, fixtures, furniture, machinery, equipment and supplies for the development of the Potential Arena Site during construction thereof.

(s) The delivery to the City on or before the City's execution of the DDA of a Performance and Completion Guaranty of an individual or entity (the "Guarantor") having a net worth at least equal to that of the Guarantor approved by the City in its sole and absolute discretion, assuring the timely performance of the Developer's obligations under the DDA.

(t) The installation and placement of appropriate signage on the Potential Arena Site identifying the use of the Potential Arena Site as a premier and state of the art NBA arena and certain ancillary uses related to and compatible with the operation of the arena.

(u) Additional environmental, feasibility, Entitlements, NBA approval and/or other contingencies on the obligations of the Parties.

Section 7. California Environmental Quality Act. Execution of a DDA shall be subject to compliance with the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000 et seq. (as amended, and including any successor statutes and regulations promulgated pursuant thereto). In this regard, the City may conduct an Initial Study of the Proposed Project pursuant to Title 14, Division 6, Chapter 3, Section 15063 of the California Code of Regulations or other appropriate documentation in order to determine the appropriate environmental documents and procedures that may be necessary to comply with CEQA as to the consideration and potential approval of any DDA by the Public Entities relating to the Proposed Project. The Developer hereby agrees to provide all assistance to the City necessary for the Public Entities to carry out their obligations under CEQA. In the event the City determines after consultation with the Developer, but in its independent judgment or any time determines that additional Environmental Review is required pursuant to CEQA, all such costs of the additional environmental work shall be the responsibility of the Developer as required by CEQA. If the Proposed Project is found to cause significant adverse impacts that cannot be mitigated, the Public Entities retain absolute discretion to require implementation of mitigation measures, modify the Proposed Project or select feasible alternatives to mitigate or avoid significant adverse environmental impacts, reject the Proposed Project as proposed if the economic and social benefits of the Proposed Project do not outweigh otherwise unavoidable significant adverse impacts of the Proposed Project, or approve the Proposed Project upon a finding that the economic, social, or other benefits of the Proposed Project outweigh unavoidable significant adverse impacts of the Proposed Project.

Section 8. Termination.

(a) Any Party may terminate this Agreement if another Party should materially fail to comply with and perform in a timely manner all provisions hereof to be performed by the Party, or if no progress is being made in the DDA negotiations as a result of its failure to negotiate a DDA in good faith as required hereby. The Party claiming a failure shall give thirty (30) days written notice to the other Parties specifying any failure under the terms of this Agreement. The Party claiming failure shall not terminate this Agreement if the other Party(ies) cures the deficiency(ies) specified in the notice within said thirty (30) day period, or commences to cure to completion the deficiency(ies) in the event such deficiency(ies) cannot be cured within the requisite thirty (30) day period.

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(b) Developer may at any time and for any reason during the Exclusive Negotiating Period elect not to proceed with the Proposed Project. Upon such an election Developer shall promptly provide written notice of termination of this Agreement to the other Parties.

(c) Upon a termination of this Agreement pursuant to the foregoing Section 8(a) or Section 8(b), (i) no portion of the Non-Refundable Deposit shall be returned to the Developer and the entire amount shall be retained by the City as its property, (ii) but any funds advanced by the Developer to the City and/or Authority pursuant to Section 3(g) shall be returned to the Developer (less reasonable attorneys' fees and costs incurred by the Public Entities in connection with the eminent domain proceedings, including, but not limited to, any damages payable to the owners and/or tenants of the Potential Participating Parcels and/or their respective legal counsel associated with the abandonment of the eminent domain proceedings as required to be paid under California law; provided however, if the City and/or Authority elect to continue to proceed with any eminent domain action commenced prior to the termination of this Agreement following the termination of this Agreement, the City and/or the Authority shall be solely responsible for the payment of any awards, settlements or judgments in any such action and any costs associated with such action incurred after the termination of this Agreement), and (iii) the Parties shall have no further obligations to each other except for those obligations, if any, which by the terms of this Agreement expressly survive its termination.

Section 9. <u>Governing Law</u>. This Agreement and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California. Moreover, the parties hereby agree that in the event of litigation between the parties, venue for litigation brought in any state court shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District located at 825 Maple Avenue, Torrance, California 90503-5058, and venue for any litigation brought in any federal court shall lie exclusively in the Central District of California, Los Angeles.

Section 10. <u>No Other Agreement</u>. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. There are no agreements or understandings between the parties and no representations by either party to the other as an inducement to enter into this Agreement, except as expressly set forth herein. All prior negotiations between the parties are superseded by this Agreement. This Agreement may not be altered, amended or modified except by a written agreement executed by the Parties. Notwithstanding anything provided herein to the contrary, whether expressed or implied, neither the Public Entities nor the Developer shall have any obligation to enter into a DDA with the other party and neither Public Entities nor the Developer, nor any of their respective officers, members, staff or agents have made any promises to the other party other than to exclusively negotiate in good faith with the other party during the Exclusive Negotiating Period, and no statements of either the Public Entities or their respective officers, members, staff or agents as to future obligations shall be binding upon the Public Entities until Environmental Review has been completed and a DDA has been approved by the Public Entities, and duly executed by the Mayor of the City and Chairman of the Successor Agency and Authority, respectively.

Section 11. <u>Prohibition Against Assignment of Agreement and Transfer of Study Area Site</u>. This Agreement shall not be assigned or transferred by the Developer without the prior written consent of the Public Entities which may not be unreasonably withheld by the Public

Entities. The Public Entities shall not voluntarily transfer their respective interests in any portion of the Study Area Site during the term of this Agreement to any third party but shall be allowed to transfer to either the City or the Authority their respective interests in the parcels comprising the Study Area Site.

Section 12. Notices. Any notice which is required or which may be given hereunder may be delivered or mailed to the party to be notified, as follows:

If to the Developer:

Murphy's Bowl LLC
P.O. Box 1558
Bellevue, WA 98009-1558
Attention: Brandt A. Vaughan

With a copy to:

Murphy's Bowl LLC
c/o SPI Holdings
88 Kearny Street, Suite 1818
San Francisco, CA 94108
Attention: Dennis J. Wong

With a copy to:

Wilson Meany
Four Embarcadero Center, Suite 3330
San Francisco, CA 94111
Attention: Chris Meany

With a copy to:

Ring Hunter Holland & Schenone, LLP
985 Moraga Road, Suite 210
Lafayette, CA 94549
Attention: Chris Hunter, Esq.

With a copy to:

Heisell Fetterman LLP
1001 Fourth Avenue, Suite 4200
Seattle, WA 98154
Attention: Mark Rising, Esq.

If to the Public Entities:

City of Inglewood/Successor Agency/Authority
One Manchester Boulevard, 9th Floor
Inglewood, California 90301
Attention: Artie Fields, City Manager/Executive Director
Attention: Christopher E. Jackson, Sr., ECDD Manager

With a copy to:

Inglewood City Attorney/Successor Agency and Authority
General Counsel
One Manchester Boulevard, 8th Floor
Inglewood, California 90301
Attention: Kenneth R. Campos, Esq., City Attorney

With a copy to:

Kane, Ballmer and Berkman
City/Successor Agency and Authority Special Counsel
515 S. Figueroa Street, Suite 780
Los Angeles, CA 90071
Attention: Royce K. Jones, Esq.

Section 13. No Commitment to Approve DDA. Notwithstanding any provision of this Agreement, the Developer acknowledges and agrees that nothing in this Agreement shall obligate the Public Entities to approve a DDA nor any proposed development within the Study Area Site or shall otherwise expressly or impliedly obligate the Public Entities to sell and/or lease any property or interests therein. The Developer further acknowledges and agrees that the approval of this Agreement and a DDA and any participation in any portion of the Proposed Project by the Public Entities shall be in the sole and absolute discretion of the Public Entities. The Developer further acknowledges and agrees that this Agreement does not confer upon the Developer the right to have a DDA or develop the Proposed Project within the Study Area Site or any portion thereof absent an approved and executed DDA by the Public Entities. The Public Entities acknowledge and agree that nothing in this Agreement shall obligate the Developer to enter into a DDA, provided, however, that the Developer shall promptly notify the Public Entities if it elects not to proceed with the Proposed Project. The Parties in no way intend for this Agreement to waive or restrict the Public Entities' exercise of their independent, discretionary judgment with regard to CEQA or a DDA for the development of the Proposed Project within the Study Area Site or any portion thereof, or any City discretionary decisions or determinations relative to Entitlements required for the Proposed Project.

Section 14. Progress Reports. From time-to-time, as requested by City, by prior written notice to the Developer, the Developer shall make oral and written progress reports advising the City on all matters related to the proposed development, including financial feasibility analyses, construction cost estimates, marketing studies, and similar due diligence matters. All third party non-legally privileged work product documents and due diligence material (not including

confidential materials and proprietary economic data, but including engineering studies, soils studies, environmental studies and similar work product relating to the Study Area Site which is required to be submitted to the City in connection with the Plot Plan Review for the Proposed Project) (the "Work Product"), shall be made available to the City, without any representation, warranty or liability to the Developer. In the event of the termination of this Agreement without the execution of a DDA by the Public Entities and the Developer (other than in the event of a default by the City), the City shall have the right, in its sole discretion, to take possession of any and all Work Product owned by Developer (subject to any retained rights of the party preparing said Work Product) and use such documents and information contained therein in connection with development within the Study Area Site; provided however, Developer makes no representation or warranty with respect to such documents and information; pursuant to which, Developer shall have no liability to the Public Entities, or any other person or entity in connection with providing such documents, the contents thereof and the Public Entities' (or any other person's or entity's) reliance on such documents or information.

Section 15. Disclosure. At the written request of the City, the Developer agrees to disclose to City its partners, principals, officers, stockholders, associates, and of all other material, non-privileged non-proprietary pertinent information concerning the proposed development and the Developer, including the Developer's consultants and the design, financing, and development teams proposed by the Developer and the respective roles and responsibilities of all such parties.

Section 16. Cooperation. Each Party shall cooperate with the other Party and provide such additional information and data relating to the proposed development of the Proposed Project with the Study Area Site, including financing of the Proposed Project, or any necessary information about the development experience of the Developer and any other participants as the City may request from time to time.

Section 17. Brokers. The Public Entities shall not be liable in any manner for any real estate commission or brokerage fees which may arise from the transactions contemplated by this Agreement other than any broker engaged in writing by the Public Entities. The Public Entities and the Developer each represent that it has engaged no broker, agent, or finder in connection with this transaction, and the Developer agrees to indemnify and hold the Public Entities harmless from any claim by any broker, agent, or finder retained by the Developer.

Section 18. Hazardous Materials and Study Area Site Conditions.

(a) The Developer shall be solely responsible for all necessary testing of the Study Area Site for hazardous materials pursuant to all applicable laws, statutes, rules and regulations. Upon fee and/or leasehold acquisition of each parcel of the Study Area Site, as applicable, the Developer shall also be responsible for making each such parcel of the Study Area Site usable for the proposed development of the proposed Project on such parcel as a result of any Study Area Site conditions including, without limitation, flood zones, Alquist-Priolo Earthquake Fault Zoning Act, and similar matters. For purposes of this Agreement, "hazardous materials" shall mean any substance, material or waste which is or becomes regulated by any local governmental authority, the State of California and/or the United States Government, including, but not limited to asbestos; polychlorinated biphenyls (whether or not highly chlorinated); radon gas; radioactive materials; explosives; chemicals known to cause cancer or reproductive toxicity; hazardous waste, toxic

substances or related materials; petroleum and petroleum product, including, but not limited to, gasoline and diesel fuel; those substances defined as a "Hazardous Substance", as defined by Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq., or as "Hazardous Waste" as defined by Section 6903 of the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq.; an "Extremely Hazardous Waste," a "Hazardous Waste" or a "Restricted Hazardous Waste," as defined by The Hazardous Waste Control Law under Section 25115, 25117 or 25122.7 of the California Health and Safety Code, or is listed or identified pursuant to Section 25140 of the California Health and Safety Code; a "Hazardous Material", "Hazardous Substance," "Hazardous Waste" or "Toxic Air Contaminant" as defined by the California Hazardous Substance Account Act, laws pertaining to the underground storage of hazardous substances, hazardous materials release response plans, or the California Clean Air Act under Sections 25316, 25281, 25501, 25501.1 or 39655 of the California Health and Safety Code; "Oil" or a "Hazardous Substance" listed or identified pursuant to 311 of the Federal Water Pollution Control Act, 33 U.S.C. 1321; a "Hazardous Waste," "Extremely Hazardous Waste" or an "Acutely Hazardous Waste" listed or defined pursuant to Chapter 11 of Title 22 of the California Code of Regulations Sections 66261.1 through 66261.126; chemicals listed by the State of California under Proposition 65 Safe Drinking Water and Toxic Enforcement Act of 1986 as a chemical known by the State to cause cancer or reproductive toxicity pursuant to Section 25249.8 of the California Health and Safety Code; a material which due to its characteristics or interaction with one or more other substances, chemical compounds, or mixtures, materially damages or threatens to materially damage, health, safety, or the environment, or is required by any law or public agency to be remediated, including remediation which such law or government agency requires in order for the Potential Arena Site to be put to the purpose proposed by this Agreement; any material whose presence would require remediation pursuant to the guidelines set forth in the State of California Leaking Underground Fuel Tank Field Manual, whether or not the presence of such material resulted from a leaking underground fuel tank; pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 et seq.; asbestos, PCBs, and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. 2601 et seq.; any radioactive material including, without limitation, any "source material," "special nuclear material," "by-product material," "low-level wastes," "high-level radioactive waste," "spent nuclear fuel" or "transuranic waste" and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act, 42 U.S.C. 2011 et seq., the Nuclear Waste Policy Act, 42 U.S.C. 10101 et seq., or pursuant to the California Radiation Control Law, California Health and Safety Code, Sections 25800 et seq.; hazardous substances regulated under the Occupational Safety and Health Act, 29 U.S.C. 651 et seq., or the California Occupational Safety and Health Act, California Labor Code, Sections 6300 et seq.; and/or regulated under the Clean Air Act, 42 U.S.C. 7401 et seq. or pursuant to The California Clean Air Act, Sections 3900 et seq. of the California Health and Safety Code. Any studies and reports generated by the Developer's testing for hazardous materials shall be made available to the City upon the City's request. The City will deliver to the Developer all actually known reports within its possession or under its control regarding Hazardous Materials relating to the Study Area Site.

(b) Upon the execution by Developer of a right of entry agreement acceptable in form and substance to the Public Entities, and upon Developer's satisfaction of conditions precedent therein, which agreement and conditions precedent shall include indemnification of the Public Entities, insurance of the Public Entities and the provision of adequate security for the restoration of the area accessed to substantially its condition prior to any such permitted entry, the Public

09/12/2018

Entities shall, subject to the rights of any tenant, permit Developer and/or Developer's representatives to enter the Study Area Site at reasonable times for the purpose of soils testing, survey work and other predevelopment activities.

(c) Notwithstanding anything in this Agreement to the contrary, by entering this Agreement, neither the Public Entities nor the Developer release, waive, discharge or otherwise alter any and all rights to pursue compensation, damages, contribution, indemnification and/or other remedies against any third party, including without limitation, related to Hazardous Materials or the clean-up, remediation or disposal thereof.

Section 19. Indemnity. Developer shall indemnify, defend, and hold the Public Entities, and their respective directors, officers, employees, agents, and successors and assigns (the "Indemnitee" in this Section) harmless against all suits and causes of action, claims, costs, and liability, including, but not limited to, reasonable attorney's fees and costs of any litigation, or arbitration or mediation, if any, brought by third parties (1) challenging the validity, legality or enforceability of this Agreement or (2) seeking damages which may arise directly or indirectly from the negotiation, formation, execution, enforcement or termination of this Agreement, or which are incident to the performance of the activities contemplated in this Agreement. Nothing in this Section shall be construed to mean that Developer shall hold the Indemnitee harmless and/or defend the Indemnitee to the extent of any claims arising from, or alleged to arise from the negligence, or willful misconduct or illegal acts of any of the Indemnitees, or the breach by the Public Entities of any agreement relating to the Study Area Site, including but not limited to this Agreement and any DDA, if approved. The Public Entities agree to fully cooperate with Developer in the defense of any matter in which Developer is defending and/or holding the Indemnitee harmless. The Public Entities may make all reasonable decisions with respect to its representation in any legal proceeding, including, but not limited to, the selection of attorney(s). This indemnity obligation shall survive the termination of this Agreement.

Section 20. No Third Party Beneficiaries. The Public Entities and the Developer expressly acknowledge and agree they do not intend, by their execution of this Agreement, to benefit any persons or entities not signatory to this Agreement, including, without limitation, any brokers representing the parties to this transaction. No person or entity not a signatory to this Agreement shall have any rights or causes of action against either the Public Entities or the Developer arising out of or due to the Public Entities' or the Developer's entry into this Agreement.

Section 21. Offer to Enter Negotiations. This Agreement, when executed by the Developer and delivered to the City, shall be deemed to be an offer by the Developer to enter into negotiations pursuant to the terms of this Agreement and will then be scheduled jointly for approval consideration by the Public Entities. This Agreement must be authorized, executed and delivered by the Public Entities within sixty (60) days after the date of signature by the Developer or the Developer shall have the right to withdraw its offer to enter into this Agreement upon written notice to the Public Entities. The Exclusive Negotiating Period shall commence and this Agreement shall not be effective until the Effective Date, which is the first calendar day of the month following the date this Agreement has been executed by both of the Parties, which date shall be entered on the first paragraph of this Agreement by the Public Entities after approval of this Agreement.

Section 22. Public Entities Rights. The Developer understands and agrees that in the event of the termination or expiration of this Agreement without the execution of a DDA, the Public Entities shall have the right, in their respective discretion, to commence exclusive negotiations with any other third party developer selected for the development of the parcels comprising the Study Area Site, without the need for any consultation or approval by the Developer. The Developer acknowledges and agrees that it will not receive any property interest in the Study Area Site of any kind as a result of entering into this Agreement.

In the event the Developer executes a DDA consistent with the provisions of this Agreement prior to the termination or expiration of the Exclusive Negotiating Period, then within sixty (60) days of the delivery to City of such DDA, the Public Entities shall consider whether to approve or disapprove such DDA. If the Public Entities' approval does not occur within such 60 day period, the Developer shall have the right to withdraw its offer to enter into such DDA upon written notice to the Public Entities.

Section 23. Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

Section 24. Attorney's Fees. In the event that either party hereto brings an action or proceeding against the other party to enforce or interpret any of the conditions or provisions of this Agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses and court costs associated with such action or proceeding.

Section 25. Effect of Agreement. Notwithstanding any other provision of this Agreement, the Parties expressly acknowledge and agree as follows:

(a) None of the matters described in this Agreement as a purported commitment or obligation of the Parties to be contained in a proposed DDA shall have any effect unless and only to the extent such matters are expressly set forth in a DDA or other written agreement duly authorized, approved and executed by the Parties. Notwithstanding any provision of this Agreement to the contrary, Developer acknowledges and expressly agrees as follows: (i) that this Agreement does not obligate the Public Entities in any way to approve, in whole or in part, any of the matters described in this Agreement, including, without limitation, matters pertaining to land use entitlements or approvals, permits, waivers or reduction of fees, development or any other matters (the "Entitlements") to be acted on independently by the City; (ii) that all such required Entitlements shall be considered and processed by the City in accordance with all applicable City requirements and procedures; and (iii) that the City reserves all rights to approve, disapprove or approve with conditions all such Entitlements in its sole and absolute discretion. Upon the execution of a DDA by the Parties, this Agreement shall be null and void and of no effect and shall be superseded by the terms and conditions of the DDA.

(b) The Parties shall promptly commence the good faith negotiation of a DDA following the execution of this Agreement by the Parties. Each Party acknowledges and agrees that, for the purposes of this Agreement, a Party shall be deemed to be acting in good faith so long as it makes reasonable efforts to attend scheduled meetings, directs its consultants to cooperate with the other Parties, provides information necessary for the negotiations to the other Parties,

09/12/18

participates in negotiations, and uses commercially reasonable efforts to promptly review and return with comments all correspondence, reports, documents, or agreements received from another Party that require such comments. Upon termination of this Agreement for any reason, without limiting the provisions of Section 8(c), the obligation of the Parties to negotiate in good faith shall terminate.

IN WITNESS WHEREOF, the City, Successor Agency, Authority and Developer have executed this Agreement in the City of Inglewood, Los Angeles County, California, on the date hereinabove first set out.

CITY:

CITY OF INGLEWOOD,
a municipal corporation

By: _____
James T. Butts, Jr.
Mayor

SUCCESSOR AGENCY:

CITY OF INGLEWOOD AS SUCCESSOR AGENCY TO INGLEWOOD REDEVELOPMENT AGENCY, a public body, corporate and politic

By: _____
James T. Butts, Jr.
Chairman

AUTHORITY:

INGLEWOOD PARKING AUTHORITY, a public body, corporate and politic

By: _____
James T. Butts, Jr.
Chairman

DEVELOPER:

Murphy's Bowl LLC, a Delaware limited liability company

By: *See Next Page*
Its: Manager

09/11/2018

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CITY:

CITY OF INGLEWOOD,
a municipal corporation

By: _____
James T. Butts, Jr.
Mayor

SUCCESSOR AGENCY:

CITY OF INGLEWOOD AS SUCCESSOR AGENCY TO INGLEWOOD REDEVELOPMENT AGENCY, a public body, corporate and politic

By: _____
James T. Butts, Jr.
Chairman

AUTHORITY:

INGLEWOOD PARKING AUTHORITY, a public body, corporate and politic

By: _____
James T. Butts, Jr.
Chairman

DEVELOPER:

Murphy's Bowl LLC, a Delaware limited liability company

By: _____
Its: Manager

8/21/2018 09:41:17

APPROVED AS TO FORM AND LEGALITY:

KENNETH R. CAMPOS

City Attorney/Successor Agency and Authority
General Counsel

By: _____
Kenneth R. Campos, Esq.

APPROVED:

KANE, BALLMER & BERKMAN

City/Successor Agency and Authority Special
Counsel

By: _____
Royce K. Jones, Esq.

ATTEST:

YVONNE HORTON

City Clerk/Successor Agency and Authority
Secretary

By: _____
Yvonne Horton

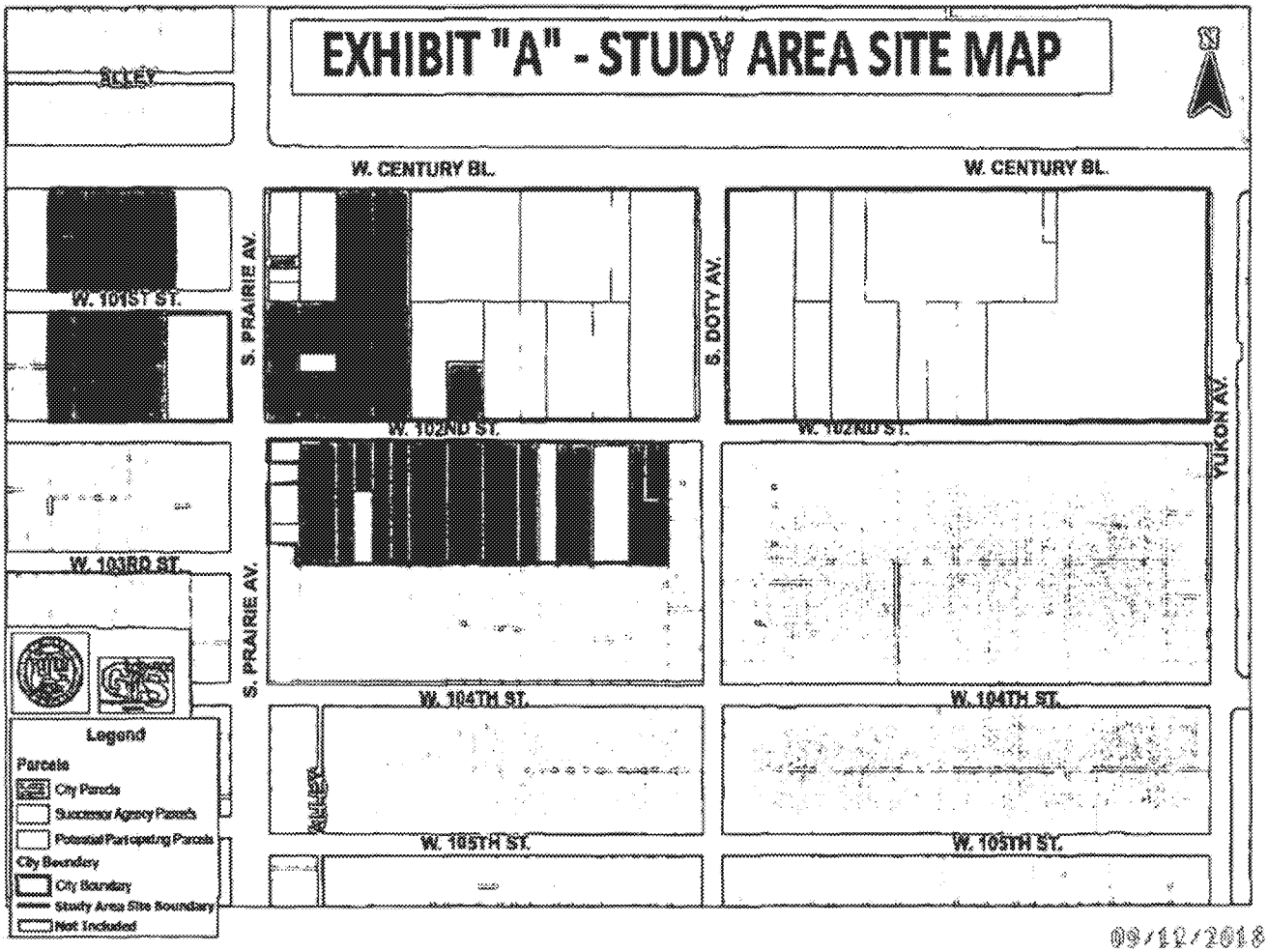
EXHIBIT "A" - STUDY AREA SITE MAP
RILEY
W. CENTURY BL.
W. CENTURY BL.
W. 101ST ST.
S. PRAIRIE AV.
S. DOTY AV.
W. 102ND ST.
W. 102ND ST.
YUKON AV.
W. 103RD ST.
S. PRAIRIE AV.
W. 104TH ST.
W. 104TH ST.
KILLEN
W. 105TH ST.
W. 105TH ST.
Legend
Parcels
City Parcels
Successor Agency Parcels
Potential Participating Parcels
City Boundary
City Boundary
Study Area Site Boundary
Not Included
09/12/2018

EXHIBIT E

09/11/2018

INGLEWOOD, CALIFORNIA
Web Site
https://www.cityofinglewood.org/257/Oversight-Board

Inglewood
All-America City
2009

2018 JUN 14 PM 2:19

THE CITY OF INGLEWOOD FORMER REDEVELOPMENT AGENCY OVERSIGHT BOARD

NOTICE TO PUBLIC OF PROPOSED ACTION

CONCERNING THE PROPOSED ADOPTION OF A RESOLUTION OF THE OVERSIGHT BOARD TO CITY OF INGLEWOOD AS SUCCESSOR AGENCY TO THE FORMER INGLEWOOD REDEVELOPMENT AGENCY DIRECTING THE CITY OF INGLEWOOD AS SUCCESSOR AGENCY TO THE FORMER INGLEWOOD REDEVELOPMENT AGENCY WITH RESPECT TO THE DISPOSITION PROCESS FOR ALL PARCELS OF REAL PROPERTY IDENTIFIED AS LAX NOISE MITIGATION PROPERTIES AS PART OF ITS IMPLEMENTATION OF THE APPROVED LONG RANGE PROPERTY MANAGEMENT PLAN, AS AMENDED

NOTICE IS HEREBY GIVEN that all citizens are invited to attend a Public Meeting of the City of Inglewood Former Redevelopment Agency Oversight Board to be held on Wednesday, June 27, 2018 commencing at 6:00 P.M., in the City of Inglewood City Council Chambers, One Manchester Boulevard, Ninth Floor, Inglewood, California, 90301. The public is invited to comment on the disposition process and requirements applicable to all parcels of real property identified as LAX Noise Mitigation Properties as part of its implementation of the approved Long-Range Property Management Plan, as amended.

Proposed Action

PROPOSED DISPOSITION OF LAX NOISE MITGATION PROPERTIES PURSUANT TO LONG-RANGE PROPERTY MANAGEMENT PLAN, AS AMENDED — Successor Agency staff is requesting the Oversight Board to direct the Successor Agency to dispose of all parcels of real property identified as LAX Noise Mitigation Properties in the approved Long-Range Property Management Plan, as amended, subject to the disposition requirements set forth in those certain Federal Aviation Grant Agreements and Los Angeles World Airport Letter Agreements applicable to the LAX Noise Mitigation Properties (collectively, the "FAA Grant Agreements"). These subject properties are more particularly identified and described in the approved Long-Range Property Management Plan, as amended, as the LAX Noise Mitigation Properties, B-1.1 through and including B-3, representing Parcels 1 through and including 13.

The Oversight Board will hold a public meeting to consider the adoption of a resolution directing the Successor Agency to dispose of the LAX Noise Mitigation Properties identified in and pursuant to the Long-Range Property Management Plan, as amended, subject to the disposition requirements of the FAA Grant Agreements, on Wednesday, June 27, 2018 commencing at 6:00 P.M., in the City of Inglewood City Council Chambers, One Manchester Boulevard, Ninth Floor, Inglewood, California, 90301. Members of the public are invited to attend the public meeting and provide testimony on the proposed disposition process and requirements for all parcels of real property identified as LAX Noise Mitigation Properties in the approved Long-Range Property Management Plan (the "Plan"), as amended, as part of its implementation of the Plan.

09/27/2018

Questions and comments may be directed to Olga Castaneda, Secretary, City of Inglewood Former Redevelopment Agency Oversight Board, Los Angeles County Board of Supervisors, 500 West Temple Street, Room B-50, Los Angeles, California, 90012, (213) 974-1431.

Notice Posted: June 14, 2018

09/11/2018

EXHIBIT F

INGLEWOOD, CALIFORNIA

Tuesday, June 19, 2018
2:00 P.M.

Inglewood
All-America City
2009

Web Sites:
www.cityofinglewood.org/253/Successor-Agency

AGENDA
INGLEWOOD SUCCESSOR AGENCY

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

SECRETARY
Yvonne Horton
TREASURER
Wanda M. Brown
EXECUTIVE DIRECTOR
Artie Fields
GENERAL COUNSEL
Kenneth R. Campos

INGLEWOOD SUCCESSOR AGENCY

CSA-1. 1 & H-1. Warrant Registers.

Documents:

1.PDF

CSA-2. SUCCESSOR AGENCY SECRETARY

Approval of the Minutes for the Successor Agency Meeting held on May 15, 2018.

Documents:

CSA-2.PDF

CSA-3. OFFICE OF THE EXECUTIVE DIRECTOR

Staff report recommending approval to request that the Oversight Board for the Successor Agency of the Former Inglewood Redevelopment Agency adopt a Resolution, directing the Successor Agency to implement the State of California Department of Finance approved Long-Range Property Management Plan, as amended, with respect to the Long-Term Use and Disposition of the LAX Noise Mitigation Properties, B-1.1 through and including B-3, representing Parcels 1 through and including 13, subject to the applicable disposition requirements of the Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements.

Documents:

CSA-3.PDF

ADJOURNMENT INGLEWOOD SUCCESSOR AGENCY

9102/11/60

Exhibit F
81

CITY OF INGLEWOOD

Office of the Executive Director

Inglewood All-America City 2009

DATE: June 19, 2018

TO: Chairman and Successor Agency Board Members

FROM: Office of the Successor Agency Executive Director

SUBJECT: Request to the Oversight Board to Adopt a Resolution Directing the Successor Agency to Implement the Approved Long-Range Property Management Plan, as Amended, with Respect to the Long-Term Use and Disposition of the LAX Noise Mitigation Properties

RECOMMENDATION:

It is recommended that the Chairman and Successor Agency Board Members ("Successor Agency") request that the Oversight Board for the Successor Agency of the Former Inglewood Redevelopment Agency ("Oversight Board") adopt a Resolution, directing the Successor Agency to implement the State of California Department of Finance approved Long-Range Property Management Plan, as amended, with respect to the Long-Term Use and Disposition of the LAX Noise Mitigation Properties, B-1.1 through and including B-3, representing Parcels 1 through and including 13 ("Mitigation Properties"), subject to the applicable disposition requirements of the Federal Aviation Administration grant agreements ("FAA Agreements") and Los Angeles World Airports letter agreements ("LAWA Agreements").

BACKGROUND:

On October 1, 2015, the State of California Department of Finance ("DOF") approved the disposition and use of all the Successor Agency properties listed in the Long-Range Property Management Plan ("LRPMP"). On June 15, 2016, at the request of the Successor Agency, the Oversight Board approved an amendment to the LRPMP by Resolution No. 16-OB-003. Thereafter, on July 1, 2016, DOF approved the amended LRPMP ("Amended LRPMP").

DISCUSSION:

As required under Health & Safety Code section 34191.5, the Amended LRPMP addressed the disposition and use of all properties held by the Successor Agency pursuant to the Dissolution Law (Assembly Bill x1 26). More specifically, the Amended LRPMP contained a detailed description of the 'Long-Term Planned Use and Disposition' of the Mitigation Properties. The acquisition of each of these Mitigation Properties was funded in part by certain funds provided by the Federal Aviation Administration pursuant to the FAA Agreements, the Los Angeles World Airports pursuant to the LAWA Agreements, and/or tax increment of the former Inglewood Redevelopment Agency.

At this time, none of the Mitigation Properties have been sold and the Successor Agency now seeks specific direction from the Oversight Board with respect to the disposition of the Mitigation Properties in accordance with the Amended LRPMP subject to the applicable disposition requirements of the FAA Agreements and LAWA Agreements.

FINANCIAL/FUNDING ISSUES AND SOURCES:

There is no financial or funding requirement of the Successor Agency for this action.

CSA-3

Exhibit E - 92

LEGAL REVIEW VERIFICATION:
Administrative staff has verified that the legal documents accompanying this report have been submitted to, reviewed and approved by the Office of the General Counsel.

FINANCE REVIEW VERIFICATION:
Administrative staff has verified that this report in its entirety, has been submitted to, reviewed and approved by the Finance Department.

DESCRIPTION OF ANY ATTACHMENTS:
None.

8/02/2018 09:11:27

APPROVAL VERIFICATION SHEET

PREPARED BY:
Margarita Cruz, Successor Agency Manager
Royce K. Jones and Gustavo Lamanna, Kane, Ballmer & Berkman

COUNCIL PRESENTER:
Margarita Cruz, Successor Agency Manager

EXECUTIVE DIRECTOR APPROVAL: _____
Arlie Fields, Executive Director

09/17/2018

EXHIBIT 9

LATHAM&WATKINS LLP

355 South Grand Avenue, Suite 100
Los Angeles, California 90071-1560
Tel: +1.213.485.1234 Fax: +1.213.891.8763
www.lw.com

FIRM / AFFILIATE OFFICES

Beijing	Moscow
Boston	Munich
Brussels	New York
Century City	Orange County
Chicago	Paris
Dubai	Riyadh
Düsseldorf	Rome
Frankfurt	San Diego
Hamburg	San Francisco
Hong Kong	Seoul
Houston	Shanghai
London	Silicon Valley
Los Angeles	Singapore
Madrid	Tokyo
Milan	Washington, D.C.

July 13, 2018

VIA ELECTRONIC MAIL AND FEDEX

James T. Butts, Jr., Chairperson
George Dotson, Board Member
Ralph L. Franklin, Board Member
Eloy Morales, Board Member
Alex Padilla, Board Member
Successor Agency to the Former Inglewood Redevelopment Agency
1 W. Manchester Boulevard
Inglewood, CA 90301

Re: Demand to Cure Violation of the Ralph M. Brown Act

Dear Members of the Successor Agency:

On behalf of MSG Forum, LLC, and pursuant to Government Code Sections 54960 and 54960.1, we demand that the Successor Agency to the Former Inglewood Redevelopment Agency (the "Successor Agency") cure the violation of the Ralph M. Brown Act (Government Code Section 54950 *et seq.*) (the "Brown Act") that the Successor Agency committed at the improperly agendized meeting held on June 19, 2018 (the "Meeting").

The description on the Successor Agency agenda for Item CSA-3 read as follows:

> A. CSA-3. OFFICE OF THE EXECUTIVE DIRECTOR
>
> Staff report recommending approval to request that the Oversight Board for the Successor Agency of the Former Inglewood Redevelopment Agency adopt a Resolution, directing the Successor Agency to implement the State of California Department of Finance approved Long-Range Property Management Plan, as amended, with respect to the Long-Term Use and Disposition of the LAX Noise Mitigation Properties, B-1.1 through and including B-3, representing Parcels 1 through and including 13, subject to the applicable disposition requirements of the Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements.

This description is vague, ambiguous, misleading and insufficient to put the public on notice of the action the Successor Agency might take at the Meeting.

The public could not understand that the properties referenced in the agenda are in fact the very properties proposed for a Clippers basketball arena and are subject to an "Exclusive Negotiating Agreement" between the Successor Agency, the City of Inglewood, and Murphy's Bowl LLC ("Murphy's Bowl"). There is no reference to the Exclusive Negotiating Agreement, to Murphy's Bowl, to the Clippers, or to the proposed basketball arena in the agenda description.

The agenda description also includes vague and uninformative references to "applicable disposition requirements of the Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements." However, there is no information about those agreements -- what they require, who is a party to the agreements, the date of the agreements, agreement numbers, where the agreements might be available to review, etc. In short, given the description of CSA-3 on the Meeting agenda, the public could not reasonably determine how the "LAX Noise Mitigation Properties" might be disposed of, to whom they might be disposed to, for what purpose they would be disposed, or the requirements or obligations that might be imposed on any disposal.

This violation by the Successor Agency is part of a pattern of violations of the Brown Act by the City and the Successor Agency. The "hide the ball" approach of the agenda's description is inconsistent with the Brown Act, and we demand that the Successor Agency immediately cure the violation by rescinding the action taken on Meeting Item CSA-3 and complying with the Brown Act prior to taking action with respect to the "LAX Noise Mitigation Properties."

Government Code Section 54960.1 requires the Successor Agency either to cure or correct its actions, or to inform us of its intent not to do so, within 30 days from the receipt of this demand. If the Successor Agency fails to cure or correct its violations as demanded and required by law, our client intends to seek judicial invalidation of the action (along with its costs and reasonable attorneys' fees) pursuant to Government Code Section 54960.1.

Sincerely,

John C. Heintz
of LATHAM & WATKINS LLP

cc: City of Inglewood c/o City Clerk (via electronic mail only)
Olga J. Castañeda, Deputy Clerk, County of Los Angeles, Board of Supervisors, Acting as Secretary to the Oversight Board (via electronic mail only)
Jackie Lacey, District Attorney
Allan Yochelson, Public Integrity Division
Michelle Gilmer, Public Integrity Division
George J. Mihlsten, Latham & Watkins LLP

09/11/2018

EXHIBIT H

INGLEWOOD, CALIFORNIA
Web Site -- www.cityofinglewood.org

Inglewood
All-America City
2009

NOTICE OF A SPECIAL MEETING OF THE CITY OF INGLEWOOD FORMER REDEVELOPMENT AGENCY OVERSIGHT BOARD

TO THE MEMBERS OF THE CITY OF INGLEWOOD FORMER REDEVELOPMENT AGENCY OVERSIGHT BOARD

NOTICE IS HEREBY GIVEN that a Special Meeting of the City of Inglewood Former Redevelopment Agency Oversight Board will be held on Wednesday, June 27, 2018 commencing at 6:00 P.M., in the City of Inglewood City Council Chambers, One Manchester Boulevard, Inglewood, California, 90301.

MEMBERS	APPOINTED BY THE:
James T. Butts, Jr.	Mayor and City Council Members
Vacant	Los Angeles County Board of Supervisors
Margarita Cruz	Mayor and City Council Members
Carolyn M. Hull	Los Angeles County Board of Supervisors
Vacant	Los Angeles County Sanitation District 5
Eugenio Villa	Los Angeles County Office of Education
Brian Fahnestock	Chancellor of the California Community Colleges

AGENDA
OVERSIGHT BOARD

OPENING CEREMONIES –6:00 P.M.

Call to Order

Pledge of Allegiance

Roll Call

PUBLIC COMMENTS REGARDING AGENDA ITEMS

Persons wishing to address the Oversight Board on any item on today's agenda may do so at this time.

6/21/2018

ADMINISTRATIVE MATTERS

1. Approval of the January 21, 2018 minutes.

2. Authorize the Chair of the Inglewood Oversight Board to approve and sign the final minutes, dated June 27, 2018, upon preparation and submittal.

RECOMMENDATIONS

3. Adoption of Resolution by the Oversight Board to the Successor Agency of the former Inglewood Redevelopment Agency Directing the City of Inglewood as the Successor Agency to former Inglewood Redevelopment Agency to Implement the approved Long-Range Property Management Plan, as amended, with respect to the Long-Term Use and Disposition of the LAX Noise Mitigation Properties, B-1.1 through and including B-3, representing Parcels 1 through and including 13, subject to the applicable Disposition Requirements of the Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements. Staff Report

PUBLIC COMMENTS REGARDING OTHER MATTERS

Persons wishing to address the Oversight Board on any other matter not elsewhere considered on this agenda may do so at this time.

OVERSIGHT BOARD MEMBER REMARKS

ADJOURNMENT

LOBBYIST REGISTRATION: Any person who seeks support or endorsement from the Commission on any official action may be subject to the provisions of Los Angeles County Code, Chapter 2.160 relating to lobbyists. Violation of the lobbyist ordinance may result in a fine and other penalty. For further information, call (213) 974-1093.

ACCOMMODATIONS: Accommodations, American Sign Language (ASL) interpreters, or assisted listening devises are available with at least three business days notice before the meeting date. Agendas in Braille and/or alternate formats are available upon request. Please telephone (213) 974-1431 (voice) or (213) 974-1707 (TDD), from 8:00 a.m. - 5:00 p.m., Monday through Friday.

Para información en español, por favor comuníquese a la oficina de Servicios de Comisión al numero (213) 974-1431 entre 8:00 a.m. a 5:00 p.m. lunes a viernes.

SUPPORTING DOCUMENTATION: Supporting documentation can be obtained at the following locations: Inglewood City Hall, One Manchester Boulevard, Inglewood, CA 90301 and Commission Services, Kenneth Hahn Hall of Administration, 500 West Temple Street, Room B-50, Los Angeles, CA 90012

6/27/2018 08:12:17

EXHIBIT I

CITY OF INGLEWOOD

Office of the Successor Agency Executive Director

Inglewood All-America City 2009

DATE: June 27, 2018

TO: Chair and Oversight Board Members

FROM: Office of the Successor Agency Executive Director

SUBJECT: **Adoption of Resolution by the Oversight Board to the Successor Agency of the former Inglewood Redevelopment Agency ("Oversight Board") Directing the City of Inglewood as the Successor Agency to former Inglewood Redevelopment Agency ("Successor Agency") to Implement the approved Long-Range Property Management Plan, as amended, with respect to the Long-Term Use and Disposition of the LAX Noise Mitigation Properties, B-1.1 through and including B-3, representing Parcels 1 through and including 13, subject to the applicable Disposition Requirements of the Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements**

RECOMMENDATION:

It is recommended that the Chair and Oversight Board Members adopt the attached Resolution directing the Successor Agency to implement the Long-Term Use and Disposition provisions of the approved Long-Range Property Management Plan, as amended for the LAX Noise Mitigation Properties, B-1.1 through and including B-3, representing Parcels 1 through and including 13 ("Mitigation Properties"), subject to the Federal Aviation Administration grant agreements ("FAA Agreements") and Los Angeles World Airports letter agreements ("LAWA Agreements").

BACKGROUND:

On October 1, 2015, the State of California Department of Finance ("DOF") approved the disposition and use of all the Successor Agency properties listed in the Long-Range Property Management Plan ("LRPMP"). On June 15, 2016, at the request of the Successor Agency, the Oversight Board approved an amendment to the LRPMP by Resolution No. 16-OB-003. Thereafter, on July 1, 2016, DOF approved the amended LRPMP ("Amended LRPMP").

DISCUSSION:

As required under Health & Safety Code section 34191.5, the Amended LRPMP addressed the disposition and use of all properties held by the Successor Agency pursuant to the Dissolution Law (Assembly Bill x1 26). More specifically, the Amended LRPMP contained a detailed description of the 'Long-Term Planned Use and Disposition' of the Mitigation Properties. The acquisition of each of these Mitigation Properties was funded in part by certain funds provided by the Federal Aviation Administration pursuant to the FAA Agreements, the Los Angeles World Airports pursuant to the LAWA Agreements, and/or tax increment of the former Inglewood Redevelopment Agency.

At this time, none of the Mitigation Properties have been sold and the Successor Agency now seeks specific direction from the Oversight Board with respect to the disposition of the Mitigation Properties in accordance with the Amended LRPMP subject to the applicable disposition requirements of the FAA Agreements and LAWA Agreements.

FINANCIAL/FUNDING ISSUES AND SOURCES:
There is no financial or funding requirement of the Oversight Board for this action.

APPROVAL VERIFICATION SHEET

PREPARED BY:
Margarita Cruz, Successor Agency Manager
Royce K. Jones and Gustavo Lamanna, Kane, Ballmer & Berkman

COUNCIL PRESENTER:
Royce K. Jones and Gustavo Lamanna, Kane, Ballmer & Berkman

DEPARTMENT HEAD AND
ASSISTANT EXECUTIVE DIRECTOR APPROVAL: _____
David L. Esparza, Asst. Exec. Dir. / CFO

EXECUTIVE DIRECTOR APPROVAL: _____
Artie Fields, Executive Director

Attachment: Oversight Board Resolution

08/12/2018

EXHIBIT J

RESOLUTION NO. 18-OB-003

A RESOLUTION OF THE OVERSIGHT BOARD TO CITY OF INGLEWOOD AS SUCCESSOR AGENCY TO THE FORMER INGLEWOOD REDEVELOPMENT AGENCY DIRECTING THE SUCCESSOR AGENCY TO DISPOSE OF ALL PARCELS OF REAL PROPERTY IDENTIFIED AS LAX NOISE MITIGATION PROPERTIES IN THE APPROVED LONG RANGE PROPERTY MANAGEMENT PLAN, AS AMENDED

WHEREAS, Assembly Bill xl 26 ("AB 26") and ABx 27 ("AB 27") were passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011, making certain changes to Redevelopment Law, including adding Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) ("Part 1.85") to Division 24 of the California Health and Safety Code ("Health and Safety Code") (collectively, "Dissolution Law"), and

WHEREAS, the California Supreme Court in *California Redevelopment Association v. Matosantos*, Case No. S194861 upheld the constitutionality of AB 26; and

WHEREAS, Health and Safety Code section 34173(a) designates successor agencies as successor entities to former redevelopment agencies; and

WHEREAS, upon dissolution of the Inglewood Redevelopment Agency as of February 1, 2012, the City of Inglewood elected to serve in the capacity of successor agency to the Former Inglewood Redevelopment Agency ("Former Redevelopment Agency") under Health and Safety Code Section 34173(d), as confirmed by City Council Resolution No. 12-02 adopted on January 1, 2012; and

WHEREAS, AB 26 requires that there shall be an oversight board ("Oversight Board") established for each of the former California redevelopment agency's successor agencies to supervise the activities of the successor agency and the wind down of the dissolved redevelopment agency's affairs pursuant to AB 26; and

WHEREAS, the City of Inglewood, in its capacity as the "Successor Agency" is presently engaged in activities necessary to wind down the affairs of the Former Redevelopment Agency; and

WHEREAS, in accordance with Dissolution Law, the Successor Agency prepared and both the Oversight Board and the State Department of Finance ("Finance") approved a Long-Range Property Management Plan pursuant to AB 26 in conformance with Health & Safety Code section 34191.5(b) (the "LRPMP") providing for the disposition and use of the real properties of the Former Redevelopment Agency; and

WHEREAS, at the request of the Successor Agency and in furtherance of the Dissolution Law, the Oversight Board and Finance approved an amendment to the LRPMP ("Amended LRPMP") on June 15, 2016 and July 1, 2016, respectively; and

WHEREAS, the Successor Agency now proposes to implement the Amended LRPMP specifically with regard to disposition of those certain parcels of real property identified and described in the Amended LRPMP as the "LAX Noise Mitigation Properties" (the " Mitigation Properties"); and

WHEREAS, the Mitigation Properties are subject to the Federal Aviation Administration grant agreements and associated Los Angeles World Airports letter agreements (collectively, the "FAA Grant Agreements"); and

NOW, THEREFORE, the Oversight Board to the City of Inglewood, as the Successor Agency to the Former Redevelopment Agency, does hereby find, determine and resolve and order as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. All legal prerequisites to the adoption of this Resolution have occurred.

Section 3. The Successor Agency is hereby directed to dispose of the Mitigation Properties in accordance with the Amended LRPMP.

Section 4. The Mitigation Properties are subject to the disposition requirements of the FAA Grant Agreements and any compensation agreement requirements of the Dissolution Law with respect to any net proceeds from a third party (non-City) transferee, after all obligations of the FAA Grant Agreements are satisfied.

Section 5. This Resolution shall take effect immediately upon its adoption.

Section 6. The Oversight Board Secretary shall certify as to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED by the Oversight Board to the City of Inglewood as the Successor Agency to the former Inglewood Redevelopment Agency at a specially scheduled public

09/12/2018

meeting held June 27, 2018 by the following vote.

Board Member Action:

YES:

NO:

ABSTAIN:

ABSENT:

_____

James T. Butts, Chairman
City of Inglewood as Successor Agency
to the Former Redevelopment Agency
Oversight Board

ATTEST:

_____

Olga J. Castaneda, Deputy Clerk
County of Los Angeles Board of Supervisors
Acting as Secretary to the City of Inglewood Former
Redevelopment Agency Oversight Board

09/11/2018

EXHIBIT K

09/12/2018

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Milan	Washington, D.C.

June 29, 2018

VIA ELECTRONIC MAIL AND FEDEX

James T. Butts Jr., Chair of the Board
Margarita Cruz, Member
Carolyn M. Hull, Member
Eugenio Villa, Member
Brian Fahnestock, Member
Oversight Board to the Successor Agency to the Former Inglewood Redevelopment Agency
1 Manchester Boulevard
Inglewood, CA 90301

Re: Demand to Cure Violation of the Ralph M. Brown Act

Dear Members of the Oversight Board:

On behalf of MSG Forum, LLC, and pursuant to Government Code Sections 54960 and 54960.1, we demand that the Oversight Board to the Successor Agency to the Inglewood Redevelopment Agency (the "Oversight Board") cure the violation of the Ralph M. Brown Act (Government Code Section 54950 *et seq.*) (the "Brown Act") that the Oversight Board committed at the improperly agendized special meeting held on June 27, 2018 (the "Special Meeting").

The description on the Oversight Board agenda for Special Meeting Item 3 read as follows:

> Adoption of Resolution by the Oversight Board to the Successor Agency of the former Inglewood Redevelopment Agency Directing the City of Inglewood as the Successor Agency to former Inglewood Redevelopment Agency to Implement the approved Long-Range Property Management Plan, as amended, with respect to the Long-Term Use and Disposition of the LAX Noise Mitigation Properties, B-1.1 through and including B-3, representing Parcels 1 through and including 13, subject to the applicable Disposition Requirements of the Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements.

This description is vague, ambiguous, misleading and wholly insufficient to put the public on notice of the action the Oversight Board might take at the Special Meeting. It is clear this has been done intentionally to cloud from the public's view what is really going on with this proposed action.

07/11/2018

Not a single person reading this agenda would have a clue that the properties referenced in the agenda are in fact the very properties proposed for a Clippers basketball arena and are subject to an "Exclusive Negotiating Agreement" between the Successor Agency, the City of Inglewood, and Murphy's Bowl LLC ("Murphy's Bowl"). There is no reference to the Exclusive Negotiating Agreement, to Murphy's Bowl, to the Clippers, or to the proposed basketball arena in the agenda description.

The agenda description also includes vague and uninformative references to "applicable Disposition Requirements of the Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements." However, there is no information about those agreements -- what they require, who is a party to the agreements, the date of the agreements, agreement numbers, where the agreements might be available to review, etc. In short, given the description of Item 3 on the Special Meeting agenda, the public could not reasonably determine how the "LAX Noise Mitigation Properties" might be disposed of, to whom they might be disposed to, for what purpose they would be disposed, or the requirements or obligations that might be imposed on any disposal.

It is clear that this violation by the Oversight Board is part of a pattern of violation of the Brown Act by the City, the Successor Agency and now the Oversight Board. What is even more shocking was the complete disregard for the testimony of Public Counsel, Doug Cartsens of Chatten-Brown and Carstens, and Latham & Watkins to very serious issues raised at the Oversight Board. There was not a single question or comment from any Board Member in response to the public testimony. There was no discussion before the roll call vote and approval, and the meeting was over in a matter of minutes. This is simply not appropriate.

The "hide the ball" approach of the agenda's description is inconsistent with the Brown Act. We demand that the Oversight Board immediately cure the violation by rescinding the action taken on Special Meeting Item 3 and complying with the Brown Act prior to directing the Successor Agency to take action with respect to the "LAX Noise Mitigation Properties."

Government Code Section 54960.1 requires the Oversight Board either to cure or correct its actions, or to inform us of its intent not to do so, within 30 days from the receipt of this demand. If the Oversight Board fails to cure or correct its violations as demanded and required by law, our client intends to seek judicial invalidation of the action (along with its costs and reasonable attorneys' fees) pursuant to Government Code Section 54960.1.

Sincerely,

John C. Heintz
of LATHAM & WATKINS LLP

09/11/2018

cc: Olga J. Castañeda, Deputy Clerk, County of Los Angeles, Board of Supervisors, Acting as Secretary to the Oversight Board
City of Inglewood c/o City Clerk
Successor Agency to the Inglewood Redevelopment Agency c/o Successor Agency Manager
Jackie Lacey, District Attorney
Allan Yochelson, Public Integrity Division
Michelle Gilmer, Public Integrity Division

EXHIBIT L

09/11/2018

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Los Angeles	Singapore
Madrid	Tokyo
Milan	Washington, D.C.

July 27, 2018

VIA ELECTRONIC MAIL
(c/o Olga J. Castañeda, Deputy Clerk)
AND VIA HAND DELIVERY

James T. Butts Jr., Chair
Micah Ali, Vice Chair
Keith Curry
Steve Koffroth
David Riccitiello
Mee Semcken
Patricia Smith
Los Angeles County Second District Consolidated Oversight Board
Commission Services Division
Board of Supervisors Executive Office
500 W. Temple Street, Suite B-50
Los Angeles, CA 90012

Re: Action Taken by the Former Oversight Board to the Successor Agency to the Inglewood Redevelopment Agency at its June 27, 2018 Special Meeting

Dear Members of the Los Angeles County Second District Consolidated Oversight Board:

As counsel to MSG Forum LLC, we write regarding an eleventh-hour action taken by the former Oversight Board to the Successor Agency to the Inglewood Redevelopment Agency (the "Former Board") at an improperly noticed special meeting held on June 27, 2018 (the "Special Meeting"), just four days prior to the Former Board being replaced by this Consolidated Oversight Board. The action involved unclear and ambiguous "direction" to the Successor Agency to the Former Inglewood Redevelopment Agency ("Successor Agency") related to the disposition of 13 parcels of land previously owned by the former Inglewood Redevelopment Agency (the "Action").

The Action suffered from a number of infirmities, all of which were clearly communicated by MSG Forum and others to the Former Board in both written and oral testimony prior to and during the Special Meeting. The Action is null and void given the Former Board's failure to comply with the Ralph M. Brown Act, it is inconsistent with the Former Board's fiduciary duties to the taxing entities and it violated the California Environmental Quality Act ("CEQA").

07/31/2018

On June 29, 2018, we sent a letter to the Former Board demanding that it immediately cure the violation by rescinding the Action and comply with the Brown Act prior to directing the Successor Agency to take action with respect to the 13 parcels of land that were the subject of the Action. A copy of our demand letter to the Former Board is attached. Also attached is a copy of a letter we submitted to the Former Board prior to its meeting on June 27th.

We respectfully request that the Consolidated Oversight Board immediately correct and cure the Former Board's Brown Act violation and ensure that any future action taken by the Successor Agency with respect to the 13 parcels moving forward complies with Dissolution Act, CEQA and all applicable laws.

Sincerely,

George J. Mihlsten
of LATHAM & WATKINS LLP

cc: Olga J. Castañeda, Deputy Clerk, County of Los Angeles, Board of Supervisors, Acting as Secretary to the Consolidated Oversight Board (via electronic mail only)
City of Inglewood c/o City Clerk (via electronic mail only)
Successor Agency to the Inglewood Redevelopment Agency c/o Successor Agency Manager (via electronic mail only)
Jackie Lacey, District Attorney

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June 27, 2018

VIA ELECTRONIC MAIL AND FEDEX

James T. Butts Jr., Chair of the Board
Margarita Cruz, Member
Carolyn M. Hull, Member
Eugenio Villa, Member
Brian Fahnestock, Member
Oversight Board to the Successor Agency to the Former Inglewood Redevelopment Agency
1 Manchester Boulevard
Inglewood, CA 90301

Re: June 27, 2018 Special Meeting of the Oversight Board: Agenda Item 3 -

Dear Members of the Oversight Board:

As counsel to MSG Forum, LLC, we write regarding today's Special Meeting of the Oversight Board to the Successor Agency to the Inglewood Redevelopment Agency (the "Oversight Board").

First, we note that the notice for Special Meeting Item No. 3 violates the Ralph M. Brown Act (Government Code Section 54950 *et seq.*) (the "Brown Act"). The description for Item No. 3 reads as follows:

> Adoption of Resolution by the Oversight Board to the Successor Agency of the former Inglewood Redevelopment Agency Directing the City of Inglewood as the Successor Agency to former Inglewood Redevelopment Agency to Implement the approved Long-Range Property Management Plan, as amended, with respect to the Long-Term Use and Disposition of the LAX Noise Mitigation Properties, B-1.1 through and including B-3, representing Parcels 1 through and including 13, subject to the applicable Disposition Requirements of the Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements.

This description is wholly insufficient to put the public on notice of the action the Oversight Board might take. The lack of clarity related to the direction to "implement" the approved Long Range Property Management Plan ("LRPMP") subject to certain referenced "agreements" that are

undated and unavailable in the materials posted for the meeting is apparent. The public cannot reasonably determine what action is being taken by the Oversight Board because they cannot reasonably determine what specific agreements are being referenced or what those agreements might provide. There is also insufficient information about the Parcels themselves, and there is no information regarding a particular disposition of the Parcels. We therefore demand that the Oversight Board decline to take any action on Item 3 at the Special Meeting tonight, and note that any action taken on Item 3 would be void.

Should the Oversight Board decide to move forward with consideration of the improperly noticed Item 3, consideration of Resolution No. 18-OB-003, we respectfully request that the Oversight Board decline to approve the Successor Agency's request.

The referenced "Mitigation Properties" (referred to herein as the "Parcels") are currently subject to an "Exclusive Negotiating Agreement" (the "ENA") between the Successor Agency, the City of Inglewood, and Murphy's Bowl LLC ("Murphy's Bowl"). While it is widely known that Murphy's Bowl is seeking to develop a basketball arena for the Los Angeles Clippers on the Parcels, there is no reference to the ENA, to Murphy's Bowl, or to the proposed basketball arena in the proposed Resolution (or its accompanying Staff Report) before this Oversight Board. Not only are the notices regarding the Resolution 18-OB-003 deficient, but approval of the Resolution would violate the California Environmental Quality Act ("CEQA"). Approval of the disposition would be an action in furtherance of the arena project in a manner that forecloses alternatives or mitigation measures in violation of CEQA. (*Save Tara v. City of West Hollywood* (2008) 45 Cal.4th 116, 138 and CEQA Guidelines section 15004 (b)(2)(B).)

Notwithstanding its actual purpose, on its face the Resolution appears to simply direct the Successor Agency to comply with the LRPMP that it is already required to comply with under the law. *See* Health & Safety Code § 34191.3. However, the Successor Agency is not currently complying with the LRPMP. By tying up the Parcels for three years (and potentially longer) without compensation to the taxing entities, the ENA directly conflicts with the LRPMP's primary directive to sell the Parcels within three years of the LRPMP's approval and virtually assures that it will be several years before the taxing entities receive any of their entitled compensation. To address this non-compliance with the LRPMP, the Oversight Board should decline to approve proposed Resolution before it today and take steps to ensure the Successor Agency complies with the LRPMP moving forward.

Further, given the vagueness of the proposed Resolution itself, the lack of information available in the Staff Report, and the lack of discussion during the Successor Agency's June 19, 2018 consideration of the request now before the Oversight Board, it appears that the Successor Agency may be attempting to obtain the Oversight Board's pre-approval of the transfer of the sale of the Parcels in the future or any transfer of the Parcels to the City to facilitate the arena project. We are concerned that the Successor Agency may be taking this action now, four days before this Oversight Board ceases to exist, to circumvent the need for approval from the Countywide

Oversight Board[1] for the sale or transfer of the Parcels in the future. Such an action would be inconsistent with the Dissolution Act. A future transaction for the sale of the Parcels would have to return to the Countywide Oversight Board for approval.

In addition to being void under the Brown Act, an 11th hour provision of any pre-approval to the Successor Agency for the transfer of the Parcels without publically available details as to the purchaser and its obligations, the price and basis for the same, the proposed future use, etc. would be inconsistent with the Dissolution Act and would violate Oversight Board's fiduciary duties. Prior to transfer, the Oversight Board must have enough information to determine whether or not such transfer maximizes value for the taxing entities and is consistent with the LRPMP and Dissolution Act. The Successor Agency itself has recognized these obligations when it has sold former redevelopment agency parcels listed on the LRPMP to private developers in the past. For example, on November 18, 2015, the Successor Agency disposed of real property at the corner of Olive Street and Glasgow Avenue by private sale by seeking and receiving specific approval from the Oversight Board. In that case, the Successor Agency put before the Oversight Board a complete Disposition and Development Agreement along with the sale price that relied on an independent appraisal based upon the parcel's highest and best use. *See* Oversight Board Resolution No. 15-OB-012 at 2. This level of information allowed the Oversight Board to "duly consider[] all of the terms and conditions of the proposed sale of the [Successor] Agency Parcels and the development of the Site pursuant to the terms of the [Development and Disposition Agreement.]" *Id.*

Similarly, on November 4, 2015, the Successor Agency transferred real property designated in the LRPMP as "Properties to be Retained for Future Development" from itself to the City by seeking and receiving specific approval for such transfer from the Oversight Board. *See* Oversight Board Resolution 15-OB-015.

The Successor Agency is not providing similar information or specificity to the Oversight Board today. It is well known that the Successor Agency and City of Inglewood propose to sell the Parcels to Murphy's Bowl for a new basketball arena. Yet the proposed Resolution before the Oversight Board only provides a vague reference to disposing of the Mitigation Properties "in accordance with the [] LRPMP." Regardless of the Successor Agency's reasoning for its request, the Oversight Board cannot adopt the proposed Resolution that is impermissibly vague and that could be read as offering a "blank check" to the Successor Agency to quietly dispose of the Parcels at some unknown point in the future without giving the Oversight Board the ability to analyze the disposal for consistency with the LRPMP and the Dissolution Act. The Oversight Board should decline to approve the Successor Agency's request and take steps to ensure the Successor Agency obtains the Oversight Board's approval prior to the sale of any of the Parcels to a private party or transfer of any of the Parcels to the City once the details of such a transaction are disclosed.

---

[1] *See* Health & Safety Code § 34179(j); *see also* California Department of Finance, *Countywide Oversight Board Frequently Asked Questions*; available at http://www.dof.ca.gov/Programs/Redevelopment/Countywide_OB/documents/Countywide_OB_FAQs.pdf (noting that "Countywide Oversight Boards shall be in operation as of July 1, 2018" and that "[t]he current [Oversight Board] of each Agency will dissolve and will no longer have bearing on Agency actions").

The Oversight Board has a fiduciary duty to the taxing entities, and it is time that the Oversight Board fulfilled that duty. The Oversight Board should decline to take action on tonight's improperly noticed Item No. 3 and take steps to ensure the Successor Agency complies with the LRPMP and obtains the Oversight Board's approval prior to the sale of any of the Parcels to a private party or transfer of any of the Parcels to the City once the details of such a transaction are disclosed.

Sincerely,

John C. Heintz
of LATHAM & WATKINS LLP

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Los Angeles, California 90071-1560
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Milan	Washington, D.C.

June 29, 2018

VIA ELECTRONIC MAIL AND FEDEX

James T. Butts Jr., Chair of the Board
Margarita Cruz, Member
Carolyn M. Hull, Member
Eugenio Villa, Member
Brian Fahnestock, Member
Oversight Board to the Successor Agency to the Former Inglewood Redevelopment Agency
1 Manchester Boulevard
Inglewood, CA 90301

Re: Demand to Cure Violation of the Ralph M. Brown Act

Dear Members of the Oversight Board:

On behalf of MSG Forum, LLC, and pursuant to Government Code Sections 54960 and 54960.1, we demand that the Oversight Board to the Successor Agency to the Inglewood Redevelopment Agency (the "Oversight Board") cure the violation of the Ralph M. Brown Act (Government Code Section 54950 *et seq.*) (the "Brown Act") that the Oversight Board committed at the improperly agendized special meeting held on June 27, 2018 (the "Special Meeting").

The description on the Oversight Board agenda for Special Meeting Item 3 read as follows:

> Adoption of Resolution by the Oversight Board to the Successor Agency of the former Inglewood Redevelopment Agency Directing the City of Inglewood as the Successor Agency to former Inglewood Redevelopment Agency to Implement the approved Long-Range Property Management Plan, as amended, with respect to the Long-Term Use and Disposition of the LAX Noise Mitigation Properties, B-1.1 through and including B-3, representing Parcels 1 through and including 13, subject to the applicable Disposition Requirements of the Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements.

This description is vague, ambiguous, misleading and wholly insufficient to put the public on notice of the action the Oversight Board might take at the Special Meeting. It is clear this has been done intentionally to cloud from the public's view what is really going on with this proposed action.

8107/11/68 8107/11/68

LATHAM&WATKINS LLP

Not a single person reading this agenda would have a clue that the properties referenced in the agenda are in fact the very properties proposed for a Clippers basketball arena and are subject to an "Exclusive Negotiating Agreement" between the Successor Agency, the City of Inglewood, and Murphy's Bowl LLC ("Murphy's Bowl"). There is no reference to the Exclusive Negotiating Agreement, to Murphy's Bowl, to the Clippers, or to the proposed basketball arena in the agenda description.

The agenda description also includes vague and uninformative references to "applicable Disposition Requirements of the Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements." However, there is no information about those agreements -- what they require, who is a party to the agreements, the date of the agreements, agreement numbers, where the agreements might be available to review, etc. In short, given the description of Item 3 on the Special Meeting agenda, the public could not reasonably determine how the "LAX Noise Mitigation Properties" might be disposed of, to whom they might be disposed to, for what purpose they would be disposed, or the requirements or obligations that might be imposed on any disposal.

It is clear that this violation by the Oversight Board is part of a pattern of violation of the Brown Act by the City, the Successor Agency and now the Oversight Board. What is even more shocking was the complete disregard for the testimony of Public Counsel, Doug Cartsens of Chatten-Brown and Carstens, and Latham & Watkins to very serious issues raised at the Oversight Board. There was not a single question or comment from any Board Member in response to the public testimony. There was no discussion before the roll call vote and approval, and the meeting was over in a matter of minutes. This is simply not appropriate.

The "hide the ball" approach of the agenda's description is inconsistent with the Brown Act. We demand that the Oversight Board immediately cure the violation by rescinding the action taken on Special Meeting Item 3 and complying with the Brown Act prior to directing the Successor Agency to take action with respect to the "LAX Noise Mitigation Properties."

Government Code Section 54960.1 requires the Oversight Board either to cure or correct its actions, or to inform us of its intent not to do so, within 30 days from the receipt of this demand. If the Oversight Board fails to cure or correct its violations as demanded and required by law, our client intends to seek judicial invalidation of the action (along with its costs and reasonable attorneys' fees) pursuant to Government Code Section 54960.1.

Sincerely,

John C. Heintz
of LATHAM & WATKINS LLP

09/11/2018

cc: Olga J. Castañeda, Deputy Clerk, County of Los Angeles, Board of Supervisors, Acting as Secretary to the Oversight Board
City of Inglewood c/o City Clerk
Successor Agency to the Inglewood Redevelopment Agency c/o Successor Agency Manager
Jackie Lacey, District Attorney
Allan Yochelson, Public Integrity Division
Michelle Gilmer, Public Integrity Division

Exhibit L
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09/11/2018

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to this action. My business address is Latham & Watkins LLP, 355 South Grand Avenue, Suite 100, Los Angeles, CA 90071-1560.

On **August 21, 2018**, I served the following documents described as:

FIRST AMENDED VERIFIED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF

BY HAND DELIVERY (PERSONAL SERVICE)

I am familiar with the office practice of Latham & Watkins LLP for collecting and processing documents for hand delivery by a messenger courier service or a registered process server. Under that practice, documents are deposited to the Latham & Watkins LLP personnel responsible for dispatching a messenger courier service or registered process server for the delivery of documents by hand in accordance with the instructions provided to the messenger courier service or registered process server; such documents are delivered to a messenger courier service or registered process server on that same day in the ordinary course of business. I caused a sealed envelope or package containing the above-described document(s) and addressed as set forth below in accordance with the office practice of Latham & Watkins LLP for collecting and processing documents for hand delivery by a messenger courier service or a registered process server.

Royce K. Jones
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Kane, Ballmer & Berman
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Kenneth Campos, City Attorney
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Mary Wickham, County Counsel
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Counsel for The Oversight Board

Jonathan R. Bass
Charmaine G. Yu
Philip D. Miller
Coblentz Patch Duffy & Bass LLP
One Montgomery Street, Suite 3000
San Francisco, CA 94104-5500

Counsel for Murphy's Bowl LLC

I declare that I am employed in the office of a member of the Bar of, or permitted to practice before, this Court at whose direction the service was made and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **August 21, 2018**, at Los Angeles, California.

Colleen M. Rico

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Attorneys for plaintiff MSG Forum, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MSG FORUM, LLC, a Delaware Limited Liability Company,

Plaintiff,

v.

CITY OF INGLEWOOD, a municipal corporation; SUCCESSOR AGENCY TO THE INGLEWOOD REDEVELOPMENT AGENCY; THE INGLEWOOD PARKING AUTHORITY; CITY OF INGLEWOOD CITY COUNCIL; MAYOR JAMES T. BUTTS, JR., in his individual and representative capacity; and DOES 1-25, inclusive,

Defendants.

Case No. YC072715

FIRST AMENDED COMPLAINT FOR:

1. **BREACH OF CONTRACT (DEVELOPMENT AGREEMENT);**
2. **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING (DEVELOPMENT AGREEMENT);**
3. **RESCISSION (PARKING LEASE TERMINATION);**
4. **BREACH OF CONTRACT (PARKING LEASE);**
5. **INDEMNIFICATION (PARKING LEASE);**
6. **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING (PARKING LEASE);**
7. **FRAUD;**
8. **INTERFERENCE WITH CONTRACT;**
9. **INTERFERENCE WITH; PROSPECTIVE ECONOMIC ADVANTAGE;**
10. **DECLARATORY RELIEF; and**
11. **DECLARATORY RELIEF.**

DEMAND FOR JURY TRIAL

Plaintiff MSG Forum, LLC ("MSG Forum") for its complaint against defendants the City of Inglewood ("City"), the Successor Agency to the Inglewood Redevelopment Agency ("Successor Agency"), the Inglewood Parking Authority ("Parking Authority"), the City of Inglewood City Council ("City Council"), and Mayor James T. Butts ("Mayor Butts")[1], in his individual and representative capacity, states and alleges as follows:

NATURE OF THE ACTION.

1. This action arises out of a scheme orchestrated by Mayor Butts, the City, the Parking Authority, the Successor Agency, and others to defraud MSG Forum out of its leasehold and contractual property interest in 15 acres of property located within the City. This fraudulent scheme was designed to allow the City to enter into an agreement providing for the conveyance of the property to the Los Angeles Clippers to be used as the site for an arena competitive with the Forum – in direct violation of the City's promises, express contractual commitments, and legal obligations. At the center of this fraud lies Mayor Butts, who serves not only as Mayor of the City, but also as Chairperson of the Parking Authority and the Successor Agency – two ostensibly "independent" government agencies that directly participated in and abetted the illicit scheme. Mayor Butts – in conjunction with the City, the Parking Authority, and Successor Agency (and others) – fraudulently secured from MSG Forum its rights to lease and acquire 15 acres of City-owned land, eliminated the City's obligation to provide 2,275 substitute parking spaces at the property, and denied MSG Forum's right to ensure a competitive arena was not built down the street.

2. The Forum, located within the City at the intersection of Prairie Avenue and Manchester Boulevard and adjacent to the then Hollywood Park horse racing track property, opened as the home to the Los Angeles Lakers in 1967. For years, the Forum was the home to the Lakers and the Los Angeles Kings as well as a major concert venue. During that time, the Forum used the land adjacent to Hollywood Park for overflow parking. Following the departure of the Lakers and the Kings from the Forum in 1999, Forum Enterprises, Inc. ("FEI") purchased

[1] References to "Mayor Butts" shall mean and include "Chairman Butts" in the context of his role as Chairman of the Successor Agency and the Parking Authority.

the Forum and used it as the sanctuary for Faithful Central Bible Church. The CEO of FEI was Bishop Kenneth C. Ulmer, and the COO and General Counsel of FEI was Pastor Marc T. Little. For a period of time, while the Forum was owned by FEI, the General Manager of the Forum was Gerard McCallum. FEI attempted to market the Forum as a concert venue, but was unable to compete effectively with other more modern concert venues in the Los Angeles region. As a result, the Forum became a financial burden for FEI.

3. MSG Forum began discussions with FEI regarding a possible acquisition of the Forum in 2010. Shortly after his 2011 election, Mayor Butts quickly inserted himself into the discussions and sought to induce MSG Forum to acquire and renovate the property. Mayor Butts explained that he needed the Forum renovation project to be the catalyst for the future development and growth of the City.

4. Even at that early stage of discussions between the City and MSG Forum, one of the key elements of the proposed renovation of the Forum, and the negotiations between MSG Forum and the City, was the need for and availability of an overflow parking area to serve the Forum for certain events, as well as the need to identify a long-term parking solution for the Forum.

5. On August 12, 2011, MSG Forum and FEI entered into an agreement pursuant to which MSG Forum secured the rights to purchase the Forum. Following extensive negotiations with the City, led by Mayor Butts, on January 30, 2012, FEI and MSG Forum entered into an Owner Participation Agreement (the "OPA") with the City.

6. As explained in the OPA, the City had determined that the revitalization of the Forum was crucial to the economic vitality of the City. MSG Forum and the City also acknowledged in the OPA that, to remain competitive in Southern California, the Forum required significant rehabilitation and restoration. The end result would be a state-of-the-art venue that would revitalize an underutilized civic asset.

7. In accordance with the OPA's terms, MSG Forum would invest not less than $50 million in the rehabilitation of the Forum, and the City would provide $18 million in financing, using funds from the Inglewood Redevelopment Agency made available through the City, to

assist in the overall Forum rehabilitation (the "City Loan"). Pursuant to the OPA terms and related documents, the City Loan has been (in part) and will be forgiven over a scheduled ten-year period, provided that MSG operates the Forum as a venue for public and private events, concerts, award shows, exhibitions, sporting events, and other events customary for an arena.

8. Then, in May 2012, MSG Forum, FEI and the City entered into a Development Agreement, pursuant to California Government Code sections 65864 *et seq.*, to facilitate and further support the Forum's renovation and to provide additional assurances to MSG Forum regarding future actions by the City with respect to the Forum. A true and correct copy of the Development Agreement is attached hereto as **Exhibit 1**.

9. As part of the Development Agreement, and consistent with the OPA, MSG Forum committed to invest no less than $50 million in the Forum renovation project. MSG Forum guaranteed that it would sell a minimum of 300,000 tickets annually – and, as a result, the City would be guaranteed a substantial amount of per-ticket revenues – each year during the agreement's thirty-year term. If MSG Forum was ever unable to meet the minimum required ticket sales, it would pay the City the difference. Pursuant to the Development Agreement, the amount paid to the City is $2.24 per ticket, and the minimum ticket sales threshold over the term of the Development Agreement is 9,000,000 total tickets. Effectively, the per-ticket fee charged by the City serves to repay to the City the $18 Million City Loan (with interest). To date, MSG Forum has paid millions to the City in connection with the sale of tickets to events at the Forum.

10. In return for its substantial investment, considerable financial and business risk, and thirty-year commitment, MSG Forum required a guarantee that the City would not take any actions which would undermine the competitiveness of the Forum – at least not without MSG Forum's consent. The City thus expressly committed that it would not engage in "any action or proceeding" without MSG Forum's consent, that would cause "a material adverse impact on the use, operation, functionality, accessibility, or *economic competitiveness* of the Forum[.]" (Development Agreement, §§ 8, 8.1(b) (emphasis added).)

11. A critical concern for MSG Forum, which it communicated to the City near the outset of negotiations in 2011, was the need for overflow parking for certain Forum events. For

several decades, the Forum had used parking areas on an immediately adjacent property (now part of the overall Hollywood Park/NFL stadium development site). However, at that time this parking area was owned by an entity affiliated with Walmart Inc. and was not generally available for Forum overflow parking. In addition, the areas immediately adjacent to Hollywood Park and the proposed Walmart site were slated for commercial development in connection with the Hollywood Park redevelopment project, which was coordinated by Stockbridge, a real estate investment firm led by Terry Fancher ("Stockbridge"), together with Wilson Meany, a real estate development firm led by Christopher Meany ("Wilson Meany"). The continued availability of these parking areas for Forum use was uncertain. MSG Forum was thus unwilling to proceed with its investment in the Forum without assurances from the City that it would provide adequate long-term overflow parking near to the Forum.

12. As a result, and in an effort to address MSG Forum's key concerns regarding the need for overflow parking for certain Forum events, the City, through the office of Mayor Butts, offered to lease to MSG, with an option to purchase, 15 acres of City-owned land near the intersection of Century Boulevard and Prairie Avenue as an overflow parking area for the Forum. The 15-acre site encompassed over 50 parcels of land. These parcels were not all contiguous, but were separated (in part) by parcels of land owned by the Successor Agency. MSG Forum therefore requested the inclusion of the Successor Agency parcels that were adjacent to and interconnected with the City-owned property. MSG Forum was advised by the City and Mayor Butts that the Successor Agency parcels could not be made available for lease out of concern that such a transaction would violate the Dissolution Act, State legislation that dissolved community redevelopment agencies and laid out rules to dispense with existing assets and properties of those agencies.

13. MSG Forum and the City entered into a parking lease/option agreement in March 2013 (the "Parking Lease"). Under the Parking Lease, MSG Forum leased 15 acres of City-owned parcels of land at Century Boulevard and Prairie Avenue (the "Parking Lease Property") as overflow parking sites for events at the Forum, for a seven-year term, with options to extend. MSG Forum also secured the right to purchase the Parking Lease Property for a specified price.

In return, MSG Forum agreed to pay the City $200,000 annually. A true and correct copy of the Parking Lease is attached hereto as **Exhibit 2**.

14. As a result of these agreements and the commitments made by the City, MSG Forum ultimately invested more than $100 million in purchasing and rehabilitating the Forum property, successfully transforming it into one of the premier live music venues in the country. The Forum officially reopened on January 15, 2014, with a concert by the world famous rock band The Eagles. Through MSG Forum's efforts, the Forum is now one of the top concert venues nationally, generating substantial revenues for the City.

15. MSG Forum also invested approximately $90,000 to improve the Parking Lease Property for use as overflow parking for Forum events and paid hundreds of thousands of dollars in connection with the Parking Lease's annual payment requirement. Payments related to the Parking Lease were made through June 2017.

16. In June 2015, Steve Ballmer – the former CEO of Microsoft, who had recently bought the Los Angeles Clippers – publicly announced that he intended to explore alternative "options" for the Clippers' home arena in anticipation of the termination of the Clippers' lease at Staples Center in 2024.

17. As a result, in October 2015, MSG Forum discussed with Mayor Butts the possibility of the Clippers coming to Inglewood. These conversations centered around the Forum and the Forum property. MSG Forum offered to introduce Mayor Butts to Mr. Ballmer and to work together to see if there could be an opportunity to bring the Clippers to the Forum site. Nothing came of these initial discussions regarding the Clippers, and Mayor Butts did not pursue the idea with MSG Forum. Instead, without discussing the issues with MSG Forum, Mayor Butts set about to negotiate secretly with the Clippers to build a new competitive arena in Inglewood.

18. Following the announcement in 2016 of a new NFL stadium on the Hollywood Park site next to the Forum, MSG Forum, the Mayor and the new owner of the Hollywood Park site, the Kroenke Group (Mr. Kroenke also owns the Los Angeles Rams), held discussions about the parking needs of the NFL stadium and the Forum. Wilson Meany, as the developer of

Hollywood Park, along with Stockbridge, have had extensive involvement with the City in connection with the proposed development of the Hollywood Park property into a large-scale mixed-use development and the site of an NFL stadium. Christopher Meany led the development efforts for Hollywood Park with respect to the City. In addition, Gerard McCallum, a close confidant of Mayor Butts and formerly the Executive Vice President of FEI, the prior owner of the Forum, had become an executive with Wilson Meany around 2006. Mr. McCallum heads up government relations for Wilson Meany and is directly responsible for working with Mayor Butts and the City of Inglewood. Mr. McCallum and Mayor Butts communicate frequently by text. Mr. Meany and Mr. McCallum were involved in the discussions with MSG Forum and Mayor Butts, which revolved around using the adjacent Hollywood Park site (the former Walmart site) as an overflow parking site for the Forum, and using the Forum site for overflow parking for the NFL stadium. Mr. Meany and Mr. McCallum were aware of and knew of the existence of the Parking Lease and the importance of off-site parking for the Forum.

19. Throughout 2016 and early 2017, MSG Forum and Mayor Butts had dozens of discussions regarding overflow parking for the Forum and the need to find a better long-term overflow parking solution. At no time during these discussions did Mayor Butts indicate that he was secretly negotiating with the Clippers to build a competitive arena in Inglewood using the very same land MSG Forum had leased for parking.

20. Indeed, unbeknownst to MSG Forum, Mayor Butts had begun secretly negotiating an Exclusive Negotiating Agreement ("ENA"), which would give the Clippers the exclusive right to use the Parking Lease Property and surrounding land to build a new competitive arena in Inglewood. Mayor Butts's secret negotiations with the Clippers went forward despite Mayor Butts, Melanie McDade (Mayor Butts's executive assistant, who often acts on his behalf on City matters), the City, the Parking Authority, and the Successor Agency having full knowledge that the City was leasing the Parking Lease Property to MSG Forum and that MSG Forum had the right to buy the Parking Lease Property. Tellingly, neither Mayor Butts nor any official of the City informed MSG Forum of these secret negotiations, despite the fact that Mayor Butts, Ms.

McDade, and MSG Forum were in regular discussions at that time regarding the Parking Lease Property and other parking options for the Forum.

21. On January 5, 2017, in connection with these discussions regarding parking issues involving the Forum, Mayor Butts suddenly requested that MSG Forum not use his official City email account to communicate. Instead, Mayor Butts instructed MSG Forum to use his gmail account for confidentiality. Mayor Butts also began increasing the use of his personal cellphone to text and call regarding City business. Clearly, Mayor Butts did not want a paper trail evidencing his bad acts.

22. The Mayor did not disclose to MSG Forum the existence of his covert negotiations with the Clippers. Instead, in early 2017, Mayor Butts began pressuring MSG Forum to terminate the Parking Lease by telling MSG Forum that the City needed the Parking Lease Property so that it could use the land for a "technology park." This was a complete falsehood. Nonetheless, Mayor Butts repeatedly requested that MSG Forum give up the Parking Lease Property so that he could implement a "Silicon Beach" in Inglewood. Needing to maintain its existing overflow parking, MSG Forum initially resisted. The Mayor then increased the intensity of his requests, telling MSG Forum that the development opportunity for the Parking Lease Property was critical to the future of the City.

23. In and around late March 2017, Mayor Butts repeatedly called and pressed MSG Forum, saying that he had a tenant for the technology park "on the hook," and that he and the City needed MSG Forum to terminate the Parking Lease immediately. Mayor Butts made it clear that the termination of the Parking Lease was now necessary and of utmost importance to him and the City. At no time did the Mayor disclose that he was then secretly negotiating with the Clippers to build their arena on the very site of the Parking Lease Property.

24. During these discussions, Mayor Butts promised that he and the City would work to ensure that MSG Forum was provided with suitable alternative overflow parking. In reliance on Mayor Butts's repeated assurances that the Parking Lease Property would be used for a technology park, and his promise to secure a suitable alternative overflow parking solution for

MSG Forum, and in light of Mayor Butts's position in the City, MSG Forum reluctantly acquiesced and agreed to terminate the Parking Lease.

25. MSG Forum and Mayor Butts each signed a Lease Termination Agreement (the "Parking Lease Termination") on April 3, 2017. However, Mayor Butts was not authorized by the City Council to enter into the Parking Lease Termination as the Parking Lease Termination was never approved or ratified by the City Council. Mayor Butts's execution of the Parking Lease Termination was thus an *ultra vires* act and of no force or consequence.

26. The next day, on April 4, 2017, MSG Forum emailed Mayor Butts memorializing their conversations regarding the purported termination of the Parking Lease. In the April 4, 2017 email, MSG Forum noted, "[w]e understand your desire to develop the land we had leased and do not want to stand in the way of progress in the City[,]" referencing the technology park that Mayor Butts had repeatedly discussed and acted so committed to developing. Had MSG Forum known of Mayor Butts's and the City's true intentions and their secret negotiations with the Clippers, MSG Forum never would have signed the Parking Lease Termination.

27. On April 28, 2017, just weeks after the Parking Lease was purportedly terminated, representatives of the Clippers, the City, the Parking Authority, and the Successor Agency, as part of their continuing secret negotiations, exchanged drafts of the ENA, which would provide the Clippers (through Murphy's Bowl, a related development company) the exclusive right to acquire the Parking Lease Property and other adjacent and interconnected properties owned by the Successor Agency. Wilson Meany was listed in the ENA as one of the key parties to receive notices related to the ENA.

28. No notification was ever provided by Mayor Butts, Ms. McDade, or any other representative of the City to MSG Forum of the existence of the secret negotiations between the Clippers and the City, the Parking Authority, and the Successor Agency. On the contrary, Mayor Butts, the City, the Parking Authority, and the Successor Agency made concerted efforts to ensure MSG Forum had no idea that such negotiations were occurring. The Parking Lease Property was critical to the assembly of the proposed site of the Clippers arena. Without the

Parking Lease Property, the Clippers arena could not be located at Century Boulevard and Prairie Avenue.

29. Just two months after signing the Parking Lease Termination, in the middle of June 2017, MSG Forum learned for the first time that the City was not, in fact, using the Parking Lease Property for the claimed technology park. Nor did Mayor Butts or the City ever intend to use it for a technology park. At approximately 1:00 a.m. EST, on June 14, 2017, a senior executive of MSG Forum, who was in New York, received a call from Mayor Butts. Mayor Butts told the executive of the announcement, to be made in just a few hours, that the City was entering into an ENA with the Clippers to build a competitive arena at the site of the Parking Lease Property. Needless to say, the executive expressed his shock and dismay at this complete betrayal, and demanded that Mayor Butts and the City cure their breach and undo the fraud they had committed. Unbeknownst to MSG Forum, the Mayor and other City officials had already contacted the media to pitch their story for public release.

30. On June 15, 2017, the City publicly announced its plan to enter into an ENA with Murphy's Bowl regarding the construction of a private, competitive arena on a proposed "Site," which encompassed the very same Parking Lease Property that MSG Forum had been induced to give up based on the City's represented desire to build a technology park. A depiction of the ENA Site as compared to the Parking Lease Property taken from MSG Forum is presented in **Exhibit 3**. The City, the Successor Agency, and the Parking Authority then rushed to hold a "special meeting" to approve the ENA that same day, in violation of California's Ralph M. Brown Act ("Brown Act") due to the lack of sufficient notice. In return for entering into the ENA, Murphy's Bowl paid the City $1,500,000. Afterwards, Mayor Butts boastfully proclaimed on his own website that he had begun negotiations with the Clippers on January 15, 2017—months *before* falsely telling MSG Forum that he needed the Parking Lease Property for a "technology park." A true and correct copy of Mayor Butts's online announcement is attached as **Exhibit 4**.

31. In August and September of 2017, the City sought State legislation, SB 789, to, among other things, expedite review of the proposed Clippers arena under the California

Environmental Quality Act, reduce the requirements for assessing the environmental impacts of the Clippers arena, and expedite the eminent domain process to allow the City to acquire private lands and businesses. Due to widespread opposition from many environmental groups and local residents, as well as MSG Forum, SB 789 was not approved by the California legislature.

32. The proposed arena (contemplated in the ENA and the subsequently adopted Amended and Restated ENA) competes directly with and would be highly damaging to the Forum. Indeed, the Notice of Preparation of a Draft Environmental Impact Report and Public Scoping Meeting ("NOP") for the new arena, published by the City on February 20, 2018, indicates that the Clippers arena will host 100 to 150 "family shows, concerts, conventions and corporate events" each year. This competing arena would be located less than a mile-and-a-half from the Forum property on Prairie Avenue – in birdseye view from the Forum's famed balcony and across the street from the Hollywood Park property and Hollywood Park Casino. Christopher Meany is President of Hollywood Park Casino Company LLC.

33. The City's approval of the ENA, its support for SB 789, its issuance of the NOP, and Mayor Butts's and the City's relentless pursuit of a competitive arena are in complete contradiction of the essential agreements between the City and MSG Forum, and are in direct violation of numerous contractual commitments by the City, including (among many others) its obligation not to take any actions materially adverse to the operation or economic competitiveness of the Forum.

34. After the City approved the ENA on June 15, 2017, MSG Forum promptly gave the City (as well as the Parking Authority and Successor Agency) written notice of these claims, including the multiple breaches of the written agreements with MSG Forum and the deliberate fraud committed by Mayor Butts in connection with the Parking Lease Termination. Nonetheless, the City, the Parking Authority, and the Successor Agency refused to take any corrective action, and instead summarily denied MSG Forum's claims.

35. On September 28, 2017, MSG Forum repeated these claims in another letter addressing the Amended And Restated ENA. Once again, MSG Forum reiterated that the construction of a rival arena breached the Development Agreement. Once again, MSG Forum

reiterated that the Parking Lease Termination was invalid because MSG Forum's consent was procured by fraud.

36. Through this action, MSG Forum asks the Court to enforce MSG Forum's rights and to protect MSG Forum against further harm caused by the deceptive and wrongful actions of Mayor Butts and the other defendants.

THE PARTIES.

37. Plaintiff MSG Forum, LLC is a Delaware Limited Liability Company. MSG Forum operates a 17,800-seat, multi-purpose indoor arena in Inglewood, California commonly known as the Forum.

38. Defendant City is a municipal corporation and charter city organized and existing under the laws of the State of California. As used herein, the term "City" includes, without limitation, the City's employees, agents, officers, boards, commissions, departments, members, and other representatives.

39. Defendant Successor Agency to the Inglewood Redevelopment Agency is the legal entity responsible for overseeing the winding down of the affairs of the former Redevelopment Agency of the City of Inglewood under the Dissolution Act, including disposing of redevelopment assets and properties. On or about January 10, 2012, the City elected to become the Successor Agency pursuant to the dissolution legislation (AB X1 26, as amended by AB 1484). The former Inglewood Redevelopment Agency was officially dissolved on or about February 1, 2012.

40. Defendant Inglewood Parking Authority is a subdivision and parking agency of the City.

41. Defendant City Council of the City of Inglewood is the duly-elected legislative body that represents the citizens of Inglewood, California.

42. Defendant James T. Butts Jr. is an individual and the current mayor of Inglewood, California. In addition, at all relevant times, Mayor Butts was and is the Chairperson of both the Successor Agency and the Parking Authority. Mayor Butts is sued in his individual capacity and

as a representative of the City, the Successor Agency, and the Parking Authority. On information and belief, Mayor Butts is a resident of Inglewood, California.

43. Does 1 through 25, inclusive, are sued herein pursuant to California Code of Civil Procedure section 474 under fictitious names inasmuch as their true names and capacities are presently unknown to MSG Forum. MSG Forum will amend this complaint to designate the true names and capacities of these parties when the same have been ascertained. MSG Forum is informed and believes, and on that basis alleges, that Does 1 through 25, inclusive, were employees, agents or alter egos of defendants, or are otherwise responsible for all of the acts hereinafter alleged. MSG Forum is informed and believes, and on that basis alleges, that the actions of Does 1 through 25, inclusive, as alleged herein, were duly ratified by defendants, with each Doe acting as the employee, agent or alter ego of defendants, within the scope, course, and authority of the agency. Defendants and Does 1 through 25, inclusive, are collectively referred to herein as "defendants."

JURISDICTION AND VENUE.

44. This Court has jurisdiction over all causes of action asserted in this complaint pursuant to the California Constitution Article VI, section 10, and California Code of Civil Procedure section 410.10, because no cause of action contained herein is given by statute to other trial courts and the amount in controversy exceeds $25,000.

45. Venue in this Court is proper pursuant to California Code of Civil Procedure sections 394(a) and 395(a).

GENERAL ALLEGATIONS.

The Forum.

46. The Forum is located at 3900 West Manchester Boulevard, in Inglewood, California. It was built in 1967, and soon became one of the best-known sports and entertainment venues in the United States, and a landmark in the Los Angeles region. For more than three decades, the Forum – nicknamed the "Fabulous Forum" by the press – played host to multiple local professional sports teams, including the Los Angeles Lakers of the National Basketball Association ("NBA") and the Los Angeles Kings of the National Hockey League

("NHL"). The Forum also served as a successful concert venue, and hosted a variety of concerts, sporting and other events, including the 1984 Olympics. The Forum is scheduled to host Olympic events for the 2028 Olympics.

47. In 1999, the Lakers and the Kings left the Forum and moved to the newly constructed Staples Center in downtown Los Angeles (the Clippers also moved to Staples Center that year). After their departure, the Forum was used as a sanctuary for Faithful Central Bible Church, and saw limited use as a concert venue. By 2010, however, the Forum was in desperate need of renovation and modernization.

48. In 2010, MSG Forum became potentially interested in purchasing and reviving the Forum, and entered into discussions with FEI, the Forum's owner at that time, regarding the Forum's purchase and renovation.

The Election Of Mayor Butts And Negotiations With MSG Forum.

49. James Butts was elected Mayor of the City in January 2011. After his election, Mayor Butts quickly inserted himself into the ongoing negotiations between FEI and MSG Forum. He expressed enthusiasm about the possibility of attracting a major investor to the City and assured MSG Forum that he would fully support the Forum project. Mayor Butts also stated that he viewed MSG Forum's investment in the Forum as a key economic catalyst for the City.

50. Eventually, after a series of negotiations spearheaded by Mayor Butts, the City, FEI, and MSG Forum entered into the OPA, which required the City to provide $18 million in financing – using funds from the Inglewood Redevelopment Agency made available through the City – to assist in MSG Forum's purchase and rehabilitation of the Forum. The OPA explicitly reflected the City's determination that "the revitalization of the Forum is important to the economic vitality of the City. The rehabilitation and modernization of the Forum, and the resulting attractiveness of the City as an entertainment destination, will serve as a focus for development throughout the City and assist in the attainment of the City's economic development goals. . . . In this regard, the Parties have identified a need within the Inglewood community for a large state-of-the-art venue serving the City of Inglewood and surrounding communities. To ensure its competiveness with other venues in Southern California, the Parties

acknowledge and agree that the Forum requires significant rehabilitation and restoration . . . The rehabilitation and conservation of the Forum . . . will result in a state-of-the-art venue that will . . . revitalize an underutilized civic asset[.]"

51. Under the OPA, the $18 million City Loan was contingent on MSG Forum investing at least $50 million in the Forum's rehabilitation. The OPA and related documents further provide that the City Loan will be forgiven over a scheduled ten-year period, provided that MSG operates the Forum as a venue for public and private events, concerts, award shows, exhibitions, sporting events, and other events customary for an arena.

52. In or about May 2012, MSG Forum and FEI entered into a Development Agreement with the City pursuant to California Government Code sections 65864 *et seq*.

53. In the Development Agreement, the City expressly declared the importance of MSG Forum's investment in, and long-term operation of, the Forum to the City: "City has determined that it is in the best interests of City to encourage the productive renovation of the Forum and secure a commitment to the long-term operation of the Forum so that it can be preserved as a resource and serve as a catalyst for the economic revitalization of City." (Development Agreement, Recital D.)

54. The parties further recognized that MSG Forum would be required to make significant investments in the Forum to ensure its economic competitiveness:

> The Forum is a potentially historic landmark that has been used as a large-scale sports and entertainment venue since its completion in the late 1960s. More than a decade ago, the major sports teams that occupied the Forum departed from City, causing the reduction of the economic and other public benefits previously associated with the operation of the Forum. . . . To ensure its competitiveness with other venues in Southern California, the Forum requires significant conservation, enhancement, renovation, restoration, remediation and rehabilitation (the "Rehabilitation Improvements"), which due to the possible significance of the Property will be undertaken in conjunction with the terms and conditions of this Agreement[.]

(Development Agreement, Recital D (emphasis removed).)

55. At that time, the Forum was in need of tens of millions of dollars in renovation and upgrades in order to bring it up to standards for a modern concert facility.

56. As part of the Development Agreement, and consistent with the OPA, MSG Forum agreed to invest a minimum of $50 million in renovating and rehabilitating the Forum. (Development Agreement, § 14.1.)

57. The Development Agreement mandates (among other requirements) that MSG Forum "sell a minimum of 300,000 Tickets each Performance Year (the 'Yearly Ticket Sales Minimum')" throughout the agreement's 30-year term. (Development Agreement, § 13.1 (emphasis removed).) The City receives $2.24 from each of these tickets sold. (Development Agreement, §2.55.) If MSG Forum fails to meet the Yearly Ticket Sales Minimum for a sufficient length of time, then it must make "Shortfall Payments" to the City. (Development Agreement, § 13.6.) Because the City receives specified tax revenues (or compensatory Shortfall Payments) in connection with the sale of each ticket, MSG Forum effectively guaranteed that the City would receive a substantial amount of annual income, regardless of the Forum's financial performance. In effect, the combination of the Yearly Ticket Sales Minimum and the per-ticket fee paid to the City serves to guarantee the repayment of the $18 million City Loan (with interest).

58. In return for the tremendous investment and financial and business risk that MSG Forum was undertaking in connection with the proposed Forum project, MSG Forum required contractual guarantees from the City before it would enter into the Development Agreement. As the City itself determined, these guarantees were necessary to "assure that [MSG Forum] may plan to use and operate the Property as a venue *with certainty*[.]" (Development Agreement, Recital J (emphasis added).)

59. Foremost among these contractual guarantees was the City's explicit agreement that it would not engage in "any action or proceeding," without MSG Forum's consent, that would cause "a material adverse impact on the use, operation, functionality, accessibility, or economic competitiveness of the Forum[.]" (Development Agreement, § 8.1(b).) This provision was vital to MSG Forum's willingness to enter into the Development Agreement. Without it, MSG Forum would not have agreed to the deal or to invest over $100 million.

60. The Development Agreement further obligates the City (as well as MSG Forum) to "take all actions and do all things, and to execute . . . any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement." (Development Agreement, § 36.)

61. Moreover, in recognition of the importance of the rights established by the Development Agreement, MSG Forum and the City also provided for an attorneys' fees provision, stating, "[i]f either Party brings an action or proceeding (including, without limitation, any cross-complaint, counterclaim, or third-party claim) against the other Party by reason of a Default, or otherwise arising out of this Agreement, the Prevailing Party in such action or proceeding shall be entitled to its costs and expenses of suit, including but not limited to reasonable attorneys' fees[.]" (Development Agreement, § 24.)

62. The Development Agreement has a thirty (30) year term, lasting through 2044. (Development Agreement, § 6.2.)

63. In addition to being the City's lead negotiator, Mayor Butts signed the Development Agreement on behalf of the City.

The Parking Lease.

64. A critical concern for MSG Forum was ensuring that the Forum would have adequate overflow parking for certain Forum events. As far back as 2011, MSG Forum made clear to the City that overflow parking for Forum events was a fundamental component of the success of the Forum and that MSG Forum needed confidence in the parking situation before it would make a substantial investment in the Forum.

65. For several decades, the Forum had used parking areas on an adjacent site (now all part of the Hollywood Park/NFL Stadium development site). However, during 2011 through 2013, as a result of the unavailability of the adjacent site owned by a Walmart affiliated entity and Stockbridge's and Wilson Meany's plans to develop a major commercial and residential project on the Hollywood Park site, overflow parking to support events at the Forum was uncertain, exacerbating MSG Forum's existing concerns about parking. MSG Forum would not

have been willing to undertake the Forum project without an acceptable long-term overflow parking solution.

66. In assessing potential parking options during its negotiations with the City, MSG Forum discovered a series of vacant parcels located near the intersection of Century Boulevard and Prairie Avenue. The City informed MSG Forum that these parcels were owned by the City and the Successor Agency. The parties initially discussed leasing all of these parcels to MSG Forum, but the City and the Successor Agency subsequently determined that leasing the Successor Agency-owned parcels would violate the Dissolution Act. The City and the Successor Agency declined to include the Successor Agency parcels in the Parking Lease.

67. Accordingly, on or about March 12, 2013, MSG Forum and the City executed the Parking Lease with respect to the more than 50 parcels of City-owned land comprising approximately 15 acres, effective July 9, 2013.

68. Pursuant to the Parking Lease, in return for an annual payment of $200,000, MSG Forum had the right to use the Parking Lease Property "twenty-four (24) hours per day, every day of the year, primarily for parking and activities or uses ancillary thereto." (Parking Lease, § 4.1.) The Parking Lease further granted MSG Forum the right to purchase the Parking Lease Property for a total purchase price of $6,900,000 (subject to certain adjustments). (Parking Lease, § 12(a).)

69. The initial term of the Parking Lease was seven (7) years with certain options to extend. (Parking Lease, § 2.2.) The City was not contractually entitled to terminate the Parking Lease prior to the end of this seven-year period unless MSG Forum had obtained the contractual right to use, and had in fact used for at least 18 months, alternative overflow parking with a capacity of at least 2,275 parking spaces. (Parking Lease, § 2.4(b).) Similarly, the City could elect to develop the Parking Lease Property during the term of the Parking Lease only if (1) the development was for a "compatible use," and (2) the development provided for a minimum of 2,275 parking spaces for events held at the Forum in a manner that was reasonably acceptable to MSG Forum. (Parking Lease, § 4.3.)

70. The Parking Lease also requires that the City indemnify MSG Forum against any "claims, liabilities, damages, liens, judgments, penalties, losses, costs and/or expenses (including reasonable out-of-pocket attorneys' and consultants' fees and expenses)" arising out of or relating to, among other things "[the City's] breach of any of its representations, warranties or covenants under [the Parking Lease.]" (Parking Lease, § 6.2.) The Parking Lease makes clear that the indemnification requirement survives termination of the Parking Lease. (Parking Lease, § 6.2.)

71. Finally, the Parking Lease also contains an attorneys' fees provision, stating "[i]f either Party brings an action or proceeding (including, without limitation, any cross-complaint, counterclaim, or third-party claim) against the other Party by reason of a default, or otherwise arising out of this Lease, the Prevailing Party in such action or proceeding shall be entitled to its costs and expenses of suit, including but not limited to reasonable attorneys' fees[.]" (Parking Lease, § 13.6.)

72. Mayor Butts signed the Parking Lease on behalf of the City.

73. After entering into the Parking Lease, MSG Forum invested approximately $90,000 to grade and improve the Parking Lease Property and paid hundreds of thousands of dollars for their contractual rights. While the Parking Lease Property was not (and was never intended to be) the primary parking facility for the Forum, it served a back-up role as overflow parking that could be used when necessary. MSG Forum used the Parking Lease Property for overflow parking when other parking facilities became unavailable.

MSG Forum's Renovation And Rehabilitation Of The Forum.

74. In reliance on the terms and contractual obligations set forth in the OPA, the Development Agreement, and the Parking Lease, MSG Forum broke ground and completed the renovation and modernization of the Forum in 2013.

75. In addition to addressing the overall rehabilitation of the Forum, MSG Forum completely updated and reinvented the Forum as a state-of-the-art entertainment venue. Among other things, MSG Forum renovated the stage and seating area (which includes roughly 17,800 seats), installed a new LED ceiling, added new food and beverage options, new bathrooms, new

dressing rooms and other artist amenities, restored the legendary Forum Club, and implemented the latest technical improvements to create a state-of-the-art concert venue.

76. While bringing the Forum into the twenty-first century from a technical and amenities perspective, MSG Forum also maintained its unique historic appearance. As a result of MSG Forum's efforts, the Forum was officially listed on the National Register of Historic Places in 2014. MSG Forum also received awards from the Los Angeles Conservancy, California Preservation Foundation, and the National Trust for Historic Preservation in recognition of its efforts to restore and preserve the Forum.

77. In total, MSG Forum invested well over $100 million in purchasing and rehabilitating the Forum property, more than doubling its obligation to the City to invest $50 million. As a result of this investment, the Forum was transformed into a world-class music and entertainment venue. The Forum reopened on January 15, 2014, with a concert by the world-famous rock band The Eagles. Since then, the Forum has hosted hundreds of concerts and other events. The Forum is now one of the top concert venues nationally, generating substantial revenues for the City.

78. MSG Forum remains committed to the ongoing success of the Forum, and has invested more than $10 million in additional improvements in the Forum since it reopened in January 2014.

The Clippers Begin To Explore Relocation Options.

79. The Clippers' lease at the Staples Center terminates at the end of 2024. As a result, the Clippers began assessing alternative locations to host the team. As early as June 2015, Steve Ballmer – the former CEO of Microsoft, who had recently bought the Clippers – announced that he intended to explore alternative "options" for the Clippers' home arena in anticipation of the termination of the Clippers' lease.

80. In October 2015, MSG Forum discussed with Mayor Butts the possibility of the Clippers coming to Inglewood. These conversations centered around the Forum and the Forum property. MSG Forum offered to introduce Mayor Butts to the Clippers' owner and to work together to see if there could be an opportunity to bring the Clippers to the Forum site.

Ultimately, nothing came of these discussions with Mayor Butts regarding the Clippers. Instead, unbeknownst to MSG Forum, Mayor Butts devised a plan to secretly negotiate with the Clippers, apart from MSG Forum, to build a completely new arena in Inglewood to compete with the Forum.

81. On February 24, 2017, the *Los Angeles Times* reported that the Clippers were considering working with Stan Kroenke to build an arena on the same site that will host the Rams' and Chargers' NFL football stadium. In the wake of this announcement, MSG Forum reached out to Mayor Butts to see if there was any truth to the story. Mayor Butts assured MSG Forum that the Clippers were not relocating to Mr. Kroenke's property, and that Mayor Butts would never agree to a deal like that without first discussing the proposal with MSG Forum and seeking its approval.

Mayor Butts Induces MSG Forum To Sign The Parking Lease Termination Purportedly So The City Can Create A "Technology Park" In Inglewood.

82. Throughout 2016 and early 2017, MSG Forum was engaged in negotiations with the Kroenke Group – which had previously acquired the Walmart site in 2014 and had recently acquired the Hollywood Park site from Stockbridge – regarding the use of land adjacent to the Forum for overflow parking purposes. Mayor Butts inserted himself into these negotiations early on, and served as the intermediary and primary point of contact between the parties. At the time, MSG Forum believed that Mayor Butts was acting in the Kroenke Group's and MSG Forum's best interests to find a long-term overflow parking solution for each. After Mayor Butts's secret negotiations with the Clippers came to light, however, it became clear that Mayor Butts was instead attempting to secure an alternative parking agreement so that he could get the Parking Lease Property back for the City in order to make it available to the Clippers. A formal parking agreement with the Kroenke Group never materialized, although the Kroenke Group is allowing the Forum patrons to park on the Hollywood Park property on an informal, interim basis.

83. Since at least the start of 2017, Mayor Butts repeatedly told MSG Forum that his dream was to use the Parking Lease Property and surrounding area to develop a technology park

in Inglewood, similar to the "Silicon Beach" that had developed in Playa Del Rey and other Southern California locations.

84. In early 2017, when it became clear to Mayor Butts that he was not going to be able to broker a parking agreement between MSG Forum and the Kroenke Group, Mayor Butts began to pressure MSG Forum into terminating the Parking Lease even before securing a long-term alternative parking arrangement. In a series of telephone calls in and around January, February, and March of 2017, Mayor Butts repeatedly told MSG Forum that he needed the Parking Lease Property to develop the technology park. Mayor Butts told MSG Forum that the City desperately needed the land back, and Mayor Butts assured MSG Forum that he would secure a permanent parking solution for MSG Forum. Mayor Butts made clear that the termination of the Parking Lease was, according to him, essential to the City. At no time did Mayor Butts mention to MSG Forum that he was in active negotiations with the Clippers.

85. At the same time, Mayor Butts took steps to limit the evidence of his discussions with MSG Forum. On January 5, 2017, in connection with the continuing discussions regarding parking issues involving the Forum, Mayor Butts requested that MSG Forum not use his official City email account. Instead, Mayor Butts instructed: "Please use this gmail account for confidentiality." Mayor Butts also called and texted frequently from his personal phone to engage in City business.

86. In or around March 2017, Mayor Butts misrepresented to MSG Forum that the City needed the land back immediately, because he had a tenant for the technology park "on the hook." When MSG Forum asked Mayor Butts who the new tenant would be ("Is it Apple? Is it Amazon?"), Mayor Butts told MSG Forum that he could not reveal the tenant's name. At no point during these discussions did Mayor Butts tell MSG Forum that he wanted to take the land back in order to develop a competitive arena for the Clippers that would host precisely the same types of events and concerts as the Forum.

87. Mayor Butts repeated the request for MSG Forum to terminate the Parking Lease in a series of calls with MSG Forum, which occurred, among other days, on March 24, 2017,

March 29, 2017, and April 3, 2017. The intensity and directness of the requests made it clear this was now not just a request, but a demand by Mayor Butts.

88. Because a technology park would in no way be competitive with the Forum or otherwise adversely impact its operations, knowing that the Development Agreement and OPA were specifically focused on ensuring the competiveness of the Forum, believing that Mayor Butts would secure the promised permanent parking solution for MSG Forum, and wanting to preserve MSG Forum's relationship with Mayor Butts and the City, MSG Forum felt it had no choice and agreed to accommodate Mayor Butts's demand to terminate the Parking Lease.

89. Accordingly, in reasonable reliance on Mayor Butts's representations that the Parking Lease property would be used for a technology park and that Mayor Butts would secure an alternative parking solution for MSG Forum, on April 3, 2017, MSG Forum signed "Termination Agreement No. 1" with the City (the "Parking Lease Termination"), which purported to terminate the Parking Lease and MSG Forum's right to use and purchase the Parking Lease Property. A true and correct copy of the Parking Lease Termination is attached hereto as **Exhibit 5**.

90. Mayor Butts countersigned the Parking Lease Termination purportedly on behalf of the City. Unbeknownst to MSG Forum at the time, however, Mayor Butts was not acting within his authority on behalf of the City when he signed the Parking Lease Termination purportedly on the City's behalf. The City Council did not authorize the Parking Lease Termination in advance of Mayor Butts's purported execution of it, nor did it ratify Mayor Butts's action after the fact.

91. The day following MSG Forum's signing of the Parking Lease Termination, on April 4, 2017, MSG Forum sent an email to Mayor Butts memorializing some of their previous conversations regarding the Parking Lease. In particular, MSG Forum noted, "[w]e understand your desire to develop the land we had leased and do not want to stand in the way of progress in the City." MSG Forum also made clear its understanding that Mayor Butts would work with MSG Forum to find a long-term solution to the Forum's parking needs. Had MSG Forum

known of Mayor Butts's and the City's true intentions and their secret negotiations with the Clippers, it never would have signed the Parking Lease Termination.

92. Since June 15, 2017, Mayor Butts has provided MSG Forum no further assistance in finding a permanent overflow parking solution at the Forum. MSG Forum has been unable to secure any other long-term agreement for overflow parking for the Forum.

93. By Mayor Butts's own public statement, he has admitted that he began negotiations with the Clippers on January 15, 2017. (Ex. 4.) At no time during the period from January 15, 2017, through April 3, 2017, or for that matter through June 14, 2017, did Mayor Butts disclose to MSG Forum the existence of the negotiations with the Clippers.

The City Announces Its Intent To Build A Competitive Arena.

94. The City did not use the Parking Lease Property for a technology park, nor did Mayor Butts or the City ever intend to do so. Instead, on June 15, 2017, the City, the Successor Agency, and the Parking Authority held a "special meeting" to publicly approve an ENA with Murphy's Bowl (a private developer related to the Clippers), regarding the construction of a competitive arena on a proposed "Site," which encompassed the Parking Lease Property.

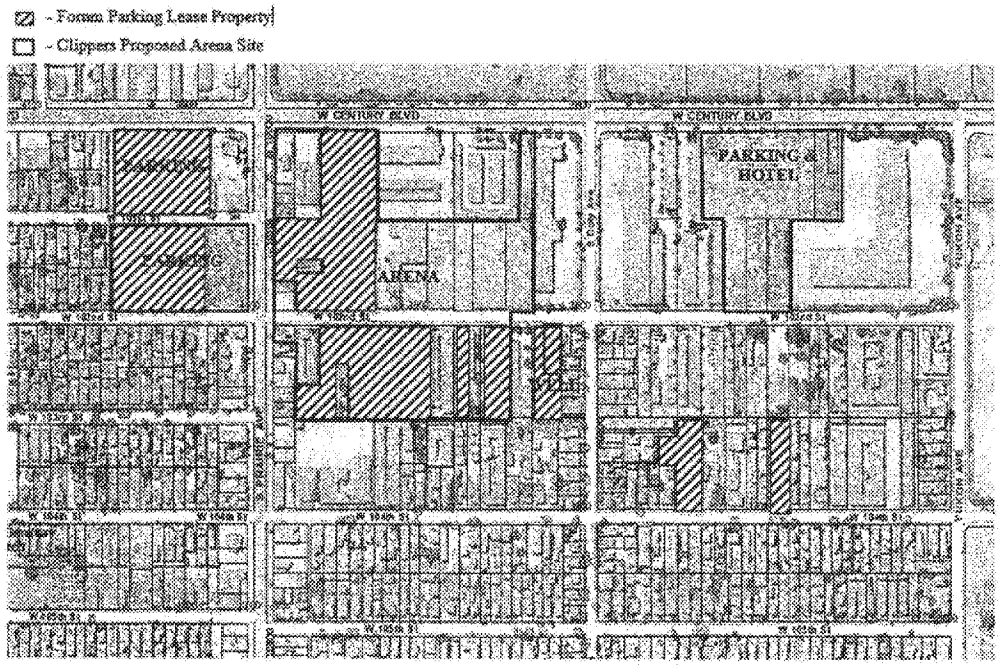
95. The June 15, 2017 special meeting violated the Brown Act, as insufficient notice of the meeting was given to the public. Indeed, the City, the Parking Authority, and the Successor Agency ultimately noticed and held a second special meeting on July 21, 2017, to "redo" their unlawful approval of the ENA.

96. Shortly thereafter, in response to public outcry regarding (among other things) the use of eminent domain to condemn private homes to construct the arena called for in the ENA, the City, the Parking Authority, and the Successor Agency held yet another meeting on August 15, 2017, at which they approved an Amended and Restated ENA. While the Amended and Restated ENA modified certain provisions of the original ENA, it still identified the Parking Lease Property as part of the "Site" for the proposed arena.

97. The City, the Parking Authority, and the Successor Agency's decision to secretly negotiate and enter into the ENA, and the Amended and Restated ENA, are the subject of

multiple legal actions, including actions brought under the California Public Records Act and the California Environmental Quality Act.

98. Pursuant to the ENA (and the Amended and Restated ENA), Murphy's Bowl was required to pay the City a non-refundable payment of $1,500,000. In return, the City, the Parking Authority, and the Successor Agency agreed to a three-year exclusive negotiating period, during which they would negotiate a "Disposition and Development Agreement" with Murphy's Bowl to construct an 18,000- to 20,000-seat NBA arena in Inglewood. The ENA sets forth the proposed "Site" of the new arena, and specifically identifies the Parking Lease Property as part of this Site. Below is a graphical representation of the proposed "Site," and the Parking Lease Property located therein. (Ex. 3.) It incorporates additional details about the site of the arena as explained in the City's NOP.



99. Since the announcement of the ENA, Mayor Butts and other City officials have made clear that they are committed to building the arena contemplated in the ENA. During the June 15, 2017 hearing at which the ENA was announced, for example, Mayor Butts responded to criticism regarding the City's failure to comply with the Brown Act, stating: "We're going to do

the deal." Mayor Butts later told reporters that he expects construction of the arena to be completed within five years.[2]

100. In addition, the City and Mayor Butts sought to have the California legislature pass special legislation to expedite the City's approval of the Clippers arena. Mayor Butts lobbied the legislature for passage of SB 789 and testified at a State legislative committee hearing to urge adoption of SB 789. Mayor Butts and Melanie McDade urged the Inglewood Chamber of Commerce to support SB 789 despite the fact that MSG Forum was a member of the Chamber of Commerce. Mayor Butts also sought the support of LA Metro, of which he is the Second Vice Chair of the Board of Directors, for passage of SB 789. The City employed and utilized lobbyists to seek passage of SB 789. In addition, Murphy's Bowl also employed lobbyists to support SB 789. SB 789 was opposed by many environmental groups and local residents, as well as MSG Forum. Ultimately, the legislature did not pass SB 789.

101. The proposed arena, which would be located less than a mile-and-a-half from the Forum on the same street as the Forum, is substantially similar in size to the Forum and will host the very same concerts and other events currently held at the Forum. Indeed, the NOP issued by the City on February 20, 2018 indicates that the arena will likely host 100 to 150 "family shows, concerts, conventions and corporate events" each year.

102. The new arena is directly competitive with the Forum's operations, including its position as a leading concert venue. There are currently only two other arenas in the Los Angeles area that host events of comparable size to those held at the Forum: the Honda Center in Anaheim and Staples Center in downtown Los Angeles. Adding a third competitive venue less than two miles from the Forum would put tremendous strain on the Forum's ability to book events and concerts, and would directly and substantially undermine the economic competitiveness of the Forum.

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[2] *See, e.g.*, ABC 7, *Inglewood City Council OKs Negotiations for New Clippers Arena* (June 15, 2017) (available at http://abc7.com/sports/inglewood-oks-negotiations-for-new-clippers-arena/2103367/).

103. As such, the City's decision to enter into the ENA, seek SB 789 legislation, issue the NOP, and materially facilitate the construction of the new arena is in direct violation of its express and implied commitments under the Development Agreement, as well as the Parking Lease, and MSG Forum's rights thereunder.

MSG Forum Discovers That Mayor Butts And The City Began Secretly Negotiating With Murphy's Bowl In January 2017.

104. Shortly after the City's sudden announcement of the ENA on June 15, 2017, MSG Forum submitted Public Records Act requests to the City, the Successor Agency, and the Parking Authority. These requests sought information regarding the proposed arena, the ENA, and the public agencies' approval of the ENA.

105. In response to Public Records Act requests, the City, the Successor Agency, and the Parking Authority claimed that they had virtually no documents evidencing their discussions and negotiations with the Clippers. As such, the City, the Successor Agency, and the Parking Authority produced virtually no emails, drafts, memo, reports, messages, texts, calendar entries, or other documents. Nonetheless, the very small handful of documents produced in response to these public record requests made clear that the City had been secretly negotiating with Murphy's Bowl regarding the construction of an NBA arena in Inglewood since at least January 15, 2017. These negotiations were not disclosed to anyone, including the public, when they were occurring. Indeed, MSG Forum first learned of the proposed arena when Mayor Butts called MSG Forum on June 14, 2017. Nevertheless, at a minimum, according to Mayor Butts's admission and the scant few documents produced, these negotiations were ongoing throughout January, February, March, and April of 2017, when Mayor Butts was actively and fraudulently inducing MSG Forum to terminate its rights under the Parking Lease by falsely representing that the City intended to use the Parking Lease Property for a technology park.

MSG Forum Serves The City, The Parking Authority, And The Successor Agency With Notices Of Claims In Accordance With The Government Claims Act.

106. On July 17, 2017, pursuant to California Government Code sections 900 *et seq.*, MSG Forum served written notices of claim on the City, the Successor Agency, and the Parking

Authority, based on the same underlying facts and issues alleged in this complaint. Among other things, the July 17, 2017 notices of claim expressly withdrew MSG Forum's consent to the Parking Lease Termination, explaining that MSG Forum had been fraudulently induced into signing the same and demanding rescission.

107. In a letter dated September 6, 2017, the City denied the claims asserted in MSG Forum's July 17, 2017 notice of claim against the City. Neither the Successor Agency nor the Parking Authority responded to MSG Forum's July 17, 2017 notices of claim against them.

108. In response to the subsequent approval of the Amended and Restated ENA, on September 18, 2017, MSG Forum served amended written notices of claim on the City, the Successor Agency, and the Parking Authority. Among other things, the September 17, 2017 notices of claim again stated MSG Forum's desire to rescind the Parking Lease Termination, which it had been fraudulently induced into executing, and also notified the City of its default under the Development Agreement.

109. In a letter dated October 4, 2017, the City denied all of the claims asserted in MSG Forum's September 18, 2017 amended notice of claim against the City. The Successor Agency and the Parking Authority also denied MSG Forum's amended notices of claim on October 4, 2017.

Mayor Butts's Entry of the Parking Lease Termination was an *Ultra Vires* Act and the Parking Lease Termination is Void *Ab Initio*.

110. The City Council is the governing body of the City, and the City Charter provides that all legislative and charter powers "granted to and vested in [C]ity of Inglewood shall be vested in and exercised by the council," Art. VI § 10, which "may take official action only by the passage or adoption of ordinances, resolutions or motions," Art. VI § 11. While Mayor Butts as Mayor signs all contracts on behalf of the City, Art. XX § 1, such contracts must first be approved by the City Council through an ordinance, resolution, or motion, unless the City Council has otherwise delegated its authority. *See* Art. VI § 11.

111. The Owner Participation Agreement, the Development Agreement, and the Parking Lease were all duly authorized by the City Council and approved at City Council meetings.

112. The City Council did not hold any meeting, however, approving the Parking Lease Termination, nor did it enter any ordinances or resolutions authorizing Mayor Butts to enter such an agreement on its behalf. MSG Forum is thus informed, and believes, and on that basis alleges that Mayor Butts's purported execution of the Parking Lease Termination was in excess of his delegated powers and is an *ultra vires* act. Accordingly, even absent the issue of whether MSG Forum's consent was induced by fraud, the Parking Lease Termination is void *ab initio*.

FIRST CAUSE OF ACTION.

Breach of Contract (Development Agreement).
(Against the City and the City Council.)

113. MSG Forum incorporates herein and realleges the allegations in paragraphs 1 through 112, inclusive, as if fully set forth herein.

114. In or about May 2012, MSG Forum and the City, through the actions of the City Council, entered into the Development Agreement, which is a legally binding, properly executed, valid and enforceable written contract.

115. MSG Forum performed all of its obligations under the Development Agreement, except for those excused by the City's material breaches (and/or other misconduct), through the actions of the City Council, set forth in this Complaint.

116. The City, through the actions of the City Council, has intentionally and materially breached its obligations under the Development Agreement.

117. Among other provisions, the City, through the actions of the City Council, breached Section 8 of the Development Agreement, which prohibits the City from taking actions that would have a materially adverse effect on the operations or economic competitiveness of the Forum. The ENA and the Amended and Restated ENA call for the construction of an 18,000- to 20,000-seat arena that is directly competitive with, and located less than a mile-and-a-half from,

the Forum. As the NOP makes clear, the Clippers arena will host concerts, family shows, conventions, and corporate or civic events. The City's actions, caused by the decisions of the City Council, including the approval of the ENA and the Amended and Restated ENA, have materially adversely impacted the Forum and, absent judicial relief, will continue to do so in direct violation of the Development Agreement.

118. In addition, section 36 of the Development Agreement requires the City to "take all actions and do all things, and to execute . . . all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement." (Development Agreement, § 36.) The Development Agreement's stated purpose is to secure the "long-term operation of the Forum so that it can be preserved as a resource and serve as a catalyst for the economic revitalization of City[,]" and "[t]o ensure its competitiveness[.]" (Development Agreement, Recital D; *see also id.* at Recital J (purpose of Development Agreement is to "assure that [MSG Forum] may plan to use and operate the Property as a venue with certainty").) Only three years after the opening of the renovated Forum as provided for by the Development Agreement, the actions taken by the City, as a result of the decisions of the City Council, including the approval of the ENA and the Amended and Restated ENA, the attempt to secure State legislation to expedite the Clippers arena, and the issuance of the NOP, all threaten the economic competitiveness of the Forum and directly undermine the purposes and objectives of the Development Agreement.

119. As a direct and proximate result of the City's material breach of its duties and obligations under the Development Agreement, through the actions of the City Council, MSG Forum has suffered and, absent judicial relief, will continue to suffer, substantial damages.

120. Pursuant to section 22 of the Development Agreement, "the sole and exclusive judicial remedy for any Party in the event of a Default by the other Party shall be an action in mandamus, specific performance, or other injunctive or declaratory relief." (Development Agreement, § 22.) Absent injunctive relief, MSG Forum will be irreparably harmed if the City, through the actions of the City Council, is permitted to proceed with the construction of a competitive arena pursuant to the ENA and the Amended and Restated ENA. Accordingly,

MSG Forum is entitled to injunctive relief in the form of an order prohibiting the City and the City Council from continuing to pursue the construction of a competitive arena pursuant to the ENA or the Amended and Restated ENA.

121. In addition and in the alternative, to the extent the Development Agreement's limitation on monetary relief is deemed inapplicable or unenforceable, MSG Forum seeks to recover monetary damages in an amount to be proven at trial.

SECOND CAUSE OF ACTION.

Breach of the Implied Covenant of Good Faith and Fair Dealing (Development Agreement).
(Against the City and the City Council.)

122. MSG Forum incorporates herein and realleges the allegations in paragraphs 1 through 121, inclusive, as if fully set forth herein.

123. In or about May 2012, MSG and the City, through the actions of the City Council, entered into the Development Agreement, which is a legally binding, properly executed, valid and enforceable written contract.

124. All contracts entered into in California, including the Development Agreement, contain an implied covenant of good faith and fair dealing, requiring that the parties to the contract not act unreasonably or in bad faith to deprive others of the benefits or rights under the contract. This covenant imposes upon each contracting party the duty to do everything that the contract presupposes that the party will do to accomplish the purpose of the contract.

125. The stated purpose of the Development Agreement is to secure the "long-term operation of the Forum so that it can be preserved as a resource and serve as a catalyst for the economic revitalization of City[,]" and "[t]o ensure its competitiveness[.]" (Development Agreement, Recital D; *see also id.* at Recital J (purpose of Development Agreement is to "assure that [MSG Forum] may plan to use and operate the Property as a venue with certainty").)

126. As set forth above, MSG Forum performed all of its obligations under the Development Agreement, except for those excused by the City's material breaches (and/or other misconduct), through the actions of the City Council, set forth in this Complaint.

127. The City, through the actions of the City Council, materially breached the Development Agreement's implied covenant of good faith and fair dealing. In particular, the City's secret negotiations with the Clippers and approval of the ENA and the Amended and Restated ENA, which call for the construction of an 18,000- to 20,000-seat arena that is directly competitive with, and located less than a mile-and-a-half from, the Forum, violated the implied covenant of good faith and fair dealing. The City's actions, through the City Council, are the definition of bad faith. The City, through the actions of the City Council, has thus threatened the "long-term operation of the Forum" and the Forum's economic competitiveness. The City, through the City Council, likewise similarly undermined the "certainty" that MSG Forum sought and was guaranteed by the Development Agreement.

128. In addition, the ENA and the Amended and Restated ENA and the construction of a competitive arena for the Clippers improperly undermine MSG's ability to comply with its obligations under the Development Agreement. Section 13 of the Development Agreement, for example, requires MSG Forum to sell a certain number of tickets to events at the Forum each year. (Development Agreement, § 13.1.) If MSG Forum is unable to sell the minimum number of tickets, then it must make "Shortfall Payments" to the City. (Development Agreement, § 13.6.) In seeking to build a competitive arena, the City, through the City Council, is directly and adversely impacting MSG Forum's ability to meet its minimum ticket sales requirement.

129. As set forth above, absent injunctive relief, MSG Forum will be irreparably harmed if the City, through the City Council, is permitted to proceed with the construction of a competitive arena pursuant to the ENA and the Amended and Restated ENA. Accordingly, MSG Forum is entitled to injunctive relief in the form of an order prohibiting the City and the City Council from continuing to pursue the construction of a competitive arena pursuant to the ENA or the Amended and Restated ENA.

130. In addition and in the alternative, to the extent the Development Agreement's limitation on monetary relief is deemed inapplicable or unenforceable, MSG Forum seeks to recover monetary damages in an amount to be proven at trial.

THIRD CAUSE OF ACTION.

Rescission of Parking Lease Termination.
(Against the City and the City Council.)

131. MSG Forum incorporates herein and realleges the allegations in paragraphs 1 through 130, inclusive, as if fully set forth herein.

132. This cause of action is pled as an alternative to the Eleventh Cause of Action for Declaratory Relief, which alleges that the Parking Lease Termination was void *ab initio* because Mayor Butts lacked authority to enter it. In the event that Mayor Butts was authorized to enter the Parking Lease Termination on behalf of the City, MSG Forum is nonetheless entitled to rescind the Parking Lease Termination because MSG Forum's consent thereto was procured by fraud.

133. As set forth above, Mayor Butts and the City induced MSG Forum to sign the Parking Lease Termination by assuring MSG Forum that the City would use the Parking Lease property for a technology park, and by further assuring MSG Forum that Mayor Butts and the City would secure an alternative long-term overflow parking solution for the Forum. The City and the City Council did not, however, use the Parking Lease Property for a technology park or comparable development, nor did Mayor Butts, the City, or the City Council ever intend to do so. Instead, Mayor Butts, the City, the City Council, the Successor Agency, and the Parking Authority had been in secret negotiations with Murphy's Bowl prior to Mayor Butts's request that MSG Forum terminate the Parking Lease and his blatantly false statements to MSG Forum that the City would use the Parking Lease property for a technology park (and that these parcels would serve as the foundation of a new "Silicon Beach" in Inglewood).

134. None of the above-described representations of use of the Parking Lease Property for a technology park or "Silicon Beach" by Mayor Butts were true. On information and belief, Mayor Butts made these statements knowing they were false and/or made these statements recklessly and without regard for their truth and with no intention to perform his promise.

135. Mayor Butts intended that MSG Forum rely on these representations in an effort to induce MSG Forum to terminate the Parking Lease.

136. Unaware that Mayor Butts had no intention to fulfill his promise to use the Parking Lease Property for a technology park, or his promise to secure an alternative long-term overflow parking solution for the Forum, MSG Forum reasonably relied on these representations and agreed to terminate the Parking Lease. Accordingly, on April 3, 2017, MSG Forum signed the Parking Lease Termination.

137. Thus, MSG Forum's consent to the Parking Lease Termination was obtained by fraud. Thus, even in the event that Mayor Butts was authorized to enter the Parking Lease Termination on behalf of the City notwithstanding the fact that the City Charter does not grant him that power, MSG Forum is nonetheless entitled to rescission of the Parking Lease Termination and reinstatement of the Parking Lease on the basis of Mayor Butts's fraud.

FOURTH CAUSE OF ACTION

Breach of Contract (Parking Lease).
(Against the City and the City Council.)

138. MSG Forum incorporates herein and realleges the allegations in paragraphs 1 through 137, inclusive, as if fully set forth herein.

139. On March 12, 2013, MSG Forum and the City, through the actions of the City Council, executed the Parking Lease, with an effective date of July 9, 2013. The Parking Lease is a legally binding, properly executed, valid and enforceable written contract. As set forth above, the Parking Lease Termination is invalid, both because MSG Forum's consent to the Parking Lease Termination was obtained by fraud, and because Mayor Butts exceeded his authority as mayor by executing it unilaterally without prior approval from City Council as required by the City Charter. Given that neither MSG Forum nor the City consented to the entry of the Parking Termination Agreement, the Parking Lease remains valid, binding, and enforceable as between MSG Forum and the City.

140. MSG Forum performed all of its obligations under the Parking Lease, except for those excused by the City's material breaches (and/or other misconduct), through the actions of the City Council, set forth in this Complaint.

141. The City, through the actions of the City Council, has intentionally and materially breached its obligations under the Parking Lease.

142. Among other provisions, the City, through the actions of the City Council, breached its obligation under Section 4.1 of the Parking Lease to allow MSG Forum to "use the entire Property twenty-four (24) hours per day, every day of the year, primarily for parking and activities or uses ancillary thereto." Since at least April 2017, the City, through the actions of the City Council, has denied MSG Forum the use of the Parking Lease Property. Indeed, pursuant to the ENA and the Amended and Restated ENA, the City, through the actions of the City Council, has agreed that it will *not* make this land available to anyone other than Murphy's Bowl.

143. In addition, the City, through the actions of the City Council, breached Section 4.3 of the Parking Lease, which states that the City "may elect to undertake new development of all or a portion of the Property for a compatible use, provided that any such development must provide for and not interfere in any way with [MSG Forum's] ability to continuously park a minimum of 2,275 vehicles for events held at the Forum . . . in a manner that does not include any additional incremental costs to [MSG Forum] and that is reasonably acceptable to [MSG Forum.]" MSG Forum has not accepted the use of the Parking Lease Property for a competitive arena. The City, through the City Council, has entered into agreements (*i.e.*, the ENA and the Amended and Restated ENA) to develop the property subject to the Parking Lease into a competitive arena. This is not a "compatible use," and has not been reasonably agreed to by MSG Forum. Moreover, the City, through the actions of the City Council, failed to ensure that MSG Forum is and will be able to continuously park 2,275 vehicles on the site, much less that MSG Forum's parking accommodations are "reasonably acceptable" to MSG Forum.

144. Further, the City, through the actions of the City Council, has breached MSG Forum's contractual right to purchase the Parking Lease Property in accordance with Section 12(a) of the Parking Lease.

145. As a direct and proximate result of the City's material breach of its duties and obligations under the Parking Lease, through the actions of the City Council, MSG Forum has suffered, and will continue to suffer, substantial damages in an amount to be proven at trial.

146. In addition, the Parking Lease is sufficiently certain to allow its terms to be specifically enforced. Due to the unique location of the Parking Lease Property and its ability to provide reliable parking, MSG Forum lacks an adequate remedy at law. As such, MSG Forum seeks specific performance of the Parking Lease, including restoration of the property to MSG Forum's control and reinstatement of MSG Forum's right to purchase the Parking Lease Property.

FIFTH CAUSE OF ACTION.

Indemnification (Parking Lease).
(Against the City and the City Council.)

147. MSG Forum incorporates herein and realleges the allegations in paragraphs 1 through 146, inclusive, as if fully set forth herein.

148. On March 12, 2013, MSG Forum and the City, through the City Council, executed the Parking Lease, with an effective date of July 9, 2013. The Parking Lease is a legally binding, properly executed, valid and enforceable written contract. As set forth above, the Parking Lease Termination is invalid, both because MSG Forum's consent to the Parking Lease Termination was obtained by fraud, and because Mayor Butts exceeded his authority as mayor by executing it unilaterally without prior approval from City Council as required by the City Charter. Given that neither MSG Forum nor the City consented to the entry of the Parking Termination Agreement, the Parking Lease remains valid, binding, and enforceable as between MSG Forum and the City.

149. MSG Forum performed all of its obligations under the Parking Lease, except for those excused by the City's material breaches (and/or other misconduct), through the actions of the City Council, set forth in this Complaint.

150. Pursuant to Section 6.2 of the Parking Lease, the City "shall indemnify, protect, defend and hold harmless [MSG Forum] from and against any and all claims, liabilities, damages, liens, judgments, penalties, losses, costs and/or expenses (including reasonable out-of-pocket attorneys' and consultants' fees and expenses) arising out of, involving, or in connection with . . . [the City's] breach of any of its representations, warranties or covenants under this

Lease[.]" The Parking Lease also makes clear that the indemnification requirement survives termination of the Parking Lease. (Parking Lease, § 6.2.)

151. Pursuant to Sections 4.1, 7.1(b), 8.1(a) and 8.1(d) of the Lease Agreement, the City warranted, among other things, that MSG Forum "may use the entire Property twenty-four (24) hours per day, every day of the year"; that the City would "ensure the provision of appropriate resources and coordination for parking on the [Parking Lease Property]"; that the City "has full right, power, and authority to own and convey the Property;" and that the City "is not aware of any facts or circumstances . . . which would prevent [MSG Forum] from using the Property for its intended use primarily as parking."

152. By engaging in the above-described conduct, and affirmatively taking steps to prevent MSG Forum from using the Parking Lease Property as intended, the City, through the actions of the City Council, has breached its representations, warranties and/or covenants under the Parking Lease. MSG Forum is accordingly entitled to indemnification of all losses, costs and/or expenses (including reasonable out-of-pocket attorneys' and consultants' fees and expenses) arising out of the City's breaches.

SIXTH CAUSE OF ACTION.

Breach of the Implied Covenant of Good Faith and Fair Dealing (Parking Lease). (Against the City and the City Council.)

153. MSG Forum incorporates herein and realleges the allegations in paragraphs 1 through 152, inclusive, as if fully set forth herein.

154. On March 12, 2013, MSG Forum and the City, through the actions of the City Council, executed the Parking Lease, with an effective date of July 9, 2013. The Parking Lease is a legally binding, properly executed, valid and enforceable written contract. As set forth above, the Parking Lease Termination is invalid, both because MSG Forum's consent to the Parking Lease Termination was obtained by fraud, and because Mayor Butts exceeded his authority as mayor by executing it unilaterally without prior approval from City Council as required by the City Charter. Given that neither MSG Forum nor the City consented to the entry

of the Parking Termination Agreement, the Parking Lease remains valid, binding, and enforceable as between MSG Forum and the City.

155. All contracts entered into in California, including the Parking Lease, contain an implied covenant of good faith and fair dealing, requiring that the parties to the contract not act unreasonably or in bad faith to deprive others of the benefits or rights under the contract. This covenant imposes upon each contracting party the duty to do everything that the contract presupposes that the party will do to accomplish the purpose of the contract.

156. As set forth above, MSG Forum performed all of its obligations under the Parking Lease, except for those excused by the City's material breaches (and/or other misconduct), through the actions of the City Council, set forth in this Complaint.

157. In the Parking Lease, the City, through the actions of the City Council, represented that it "owns fee title to the Property and has full right, power, and authority to own and convey the Property." (Parking Lease, § 8.1(a).) Further, the Parking Lease grants MSG Forum the right both to use the property subject to the Parking Lease and to purchase the Parking Lease Property if it elects to do so. (Parking Lease, § 12.)

158. By failing to disclose to MSG Forum the existence of the negotiations with the Clippers for the very same property that is the subject of the Parking Lease and by inducing MSG Forum to sign the Parking Lease Termination, and entering into the ENA and the Amended and Restated ENA – pursuant to which the City agreed *not* to convey the Parking Lease property to anyone other than Murphy's Bowl, the City, through the actions of the City Council, has improperly thwarted MSG Forum's rights under the Parking Lease.

159. As a direct and proximate result of the City's material breach of the implied covenant of good faith and fair dealing, through the City Council's actions, MSG has suffered substantial damages in an amount to be proven at trial.

SEVENTH CAUSE OF ACTION.

Fraud (Intentional Misrepresentation; Fraudulent Inducement; False Promise). (Against Mayor Butts.)

160. MSG Forum incorporates herein and realleges the allegations in paragraphs 1 through 159, inclusive, as if fully set forth herein.

161. As set forth above, Mayor Butts, by his own admission, engaged in secret negotiations with the Clippers regarding the Parking Lease Property, which Mayor Butts knew had been leased to MSG Forum. Mayor Butts never disclosed the secret negotiations to MSG Forum, and the negotiations had at their core the goal of depriving MSG Forum of the rights to the Parking Lease and the Parking Lease Property.

162. As further set forth above, in a series of telephone calls in or around January, February, and March of 2017, Mayor Butts induced MSG Forum to sign the Parking Lease Termination, by repeatedly assuring MSG Forum, that the City would use the Parking Lease Property for a technology park to implement a "Silicon Beach" in Inglewood, and by further assuring MSG Forum that Mayor Butts would secure an alternative long-term overflow parking solution for the Forum. In or around March 2017, Mayor Butts further misrepresented to MSG Forum that he needed the land back immediately, because he had a tenant for the technology park "on the hook." The City did not, however, use the Parking Lease Property for a technology park or comparable development, nor did Mayor Butts or the City ever intend to do so. Instead, Mayor Butts, the City, the Parking Authority, and the Successor Agency had been in secret negotiations with Murphy's Bowl prior to Mayor Butts's request that MSG Forum terminate the Parking Lease and his misrepresentations to MSG Forum that the City would use the Parking Lease property for a technology park.

163. None of the above-described representations by Mayor Butts was true. In fact, they were blatantly false. On information and belief, Mayor Butts made these statements knowing they were false and/or made these statements recklessly and without regard for their truth and with no intention to perform his promise.

164. Mayor Butts intended that MSG Forum rely on these representations in an effort to induce MSG Forum to terminate the Parking Lease.

165. Unaware that Mayor Butts had no intention to fulfill his promise to use the Parking Lease Property for a technology park, or his promise to secure an alternative long-term overflow parking solution for the Forum, and unaware that Mayor Butts was not authorized by the City Council to terminate the Parking Lease, MSG Forum reasonably relied on the representations of Mayor Butts and agreed to terminate the Parking Lease. Accordingly, on April 3, 2017, MSG Forum signed the Parking Lease Termination.

166. On June 15, 2017, the City, along with the Successor Agency and the Parking Authority, entered into the ENA (and subsequently entered into the Amended and Restated ENA), which calls for the construction of a competitive arena on a proposed "Site," which encompasses the very same property that was subject to MSG Forum's Parking Lease with the City.

167. As a direct and proximate cause of Mayor Butts's conduct, MSG Forum has sustained and will continue to sustain damages. MSG Forum's reliance on Mayor Butts's representations and promises was a substantial factor in causing its harm. MSG Forum is thus entitled to damages in an amount to be proven at trial.

168. In committing the acts alleged herein, Mayor Butts is guilty of oppression, fraud and/or malice within the meaning of California Civil Code section 3294, entitling MSG Forum to punitive or exemplary damages in an amount appropriate to punish Mayor Butts and to make an example of Mayor Butts to the community.

EIGHTH CAUSE OF ACTION.

Intentional Interference with Contract (Development Agreement and Parking Lease). (Against Mayor Butts, the Successor Agency, the Parking Authority, and the City Council.)

169. MSG Forum incorporates herein and realleges the allegations in paragraphs 1 through 168, inclusive, as if fully set forth herein.

170. On or about May 15, 2012, MSG Forum and the City entered into the Development Agreement, a legally binding, properly executed, valid and enforceable written contract.

171. On March 12, 2013, MSG Forum and the City entered into a parking lease agreement (the Parking Lease) with an effective date of July 9, 2013, a legally binding, properly executed, valid and enforceable written contract.

172. Mayor Butts, the Successor Agency, the Parking Authority, and the City Council are not parties to the Development Agreement or the Parking Lease.

173. At all material times, Mayor Butts, the Successor Agency, the Parking Authority, and the City Council were aware of MSG Forum's contractual relationship with the City and, in particular, the Development Agreement and the Parking Lease. Mayor Butts, the Successor Agency, the Parking Authority, and the City Council, through their wrongful acts and conduct alleged herein, intended to and did cause a disruption of MSG Forum's contractual relationships with the City. Among other things, Mayor Butts, the Successor Agency, the Parking Authority, and the City Council encouraged the City to enter into the ENA and the Amended and Restated ENA and to pursue the development of a competitive arena adjacent to the Forum, which will materially adversely impact the use, operation, functionality, accessibility, and/or economic competitiveness of the Forum in violation of the City's obligations under the Development Agreement and the Parking Lease.

174. In addition and in the alternative, Mayor Butts, the Successor Agency, the Parking Authority, and the City Council knew that encouraging the City to enter into the ENA and the Amended and Restated ENA and to pursue the development of a competitive arena adjacent to the Forum was substantially certain to cause a disruption in the City and MSG Forum's contractual relationship under the Development Agreement and/or the Parking Lease.

175. In addition, Mayor Butts, the Successor Agency, the Parking Authority, and the City Council encouraged the City to induce MSG Forum to enter into the Parking Lease Termination to terminate MSG Forum's rights under the Parking Lease.

176. As a proximate result of the wrongful and unjustified acts of Mayor Butts, the Successor Agency, the Parking Authority, and the City Council, as alleged herein, MSG Forum has sustained and will continue to sustain substantial damages, in an amount to be proven at trial.

177. The wrongful conduct of Mayor Butts, the Successor Agency, the Parking Authority, and the City Council was a substantial factor in causing MSG Forum's harm.

178. In committing the acts alleged herein, Mayor Butts, the Successor Agency, the Parking Authority, and the City Council are guilty of oppression, fraud and/or malice within the meaning of California Civil Code section 3294, entitling MSG Forum to punitive or exemplary damages in an amount appropriate to punish Mayor Butts, the Successor Agency, the Parking Authority, and the City Council, and to make an example of them to the community.

NINTH CAUSE OF ACTION.

Intentional and Negligent Interference with Prospective Economic Advantage. (Against Mayor Butts, the Successor Agency, the Parking Authority, and the City Council.)

179. MSG Forum incorporates herein and realleges the allegations in paragraphs 1 through 178, inclusive, as if fully set forth herein.

180. At all material times, an economic relationship existed between MSG Forum and the City. This relationship held probable future economic benefit or advantage to MSG Forum.

181. Mayor Butts, the Successor Agency, the Parking Authority, and the City Council knew of the relationship between the City and MSG Forum. On information and belief, Mayor Butts, the Successor Agency, the Parking Authority, and the City Council intended to interfere with MSG Forum's economic relationship with the City, or in the alternative, Mayor Butts, the Successor Agency, the Parking Authority, and the City Council knew that encouraging the City to enter into the ENA and the Amended and Restated ENA and pursue the development of a competing arena adjacent to the Forum was substantially certain to interfere with this economic relationship and to cause MSG Forum to lose in whole or in part the probable future economic benefit or advantage of the relationship.

182. In addition and in the alternative, Mayor Butts, the Successor Agency, the Parking Authority, and the City Council knew or should have known that this relationship would be

disrupted if they encouraged the City to enter into the ENA and the Amended and Restated ENA and to pursue the development of a competing arena adjacent to the Forum.

183. In addition, in approving the ENA, the Successor Agency, the Parking Authority, and the City Council violated the Brown Act by giving insufficient notice to the public, and the Successor Agency violated the Dissolution Act and/or the City's Long Range Property Management Plan by failing to obtain Oversight Board approval prior to entering into the agreement with the City.

184. Further, to lure the Clippers to Inglewood and facilitate execution of the ENA, Mayor Butts committed fraud, as alleged in this complaint, against MSG Forum.

185. By the wrongful conduct alleged herein, Mayor Butts, the Successor Agency, the Parking Authority, and the City Council did, in fact, disrupt MSG Forum's relationship with the City.

186. As a proximate result of the wrongful and unjustified acts of Mayor Butts, the Successor Agency, the Parking Authority, and the City Council, MSG Forum has sustained and will continue to sustain substantial damages, in an amount to be proven at trial.

187. The wrongful conduct of Mayor Butts, the Successor Agency, the Parking Authority, and the City Council was a substantial factor in causing MSG Forum's harm.

188. In committing the acts alleged herein, Mayor Butts, the Successor Agency, the Parking Authority, and the City Council are guilty of oppression, fraud and/or malice within the meaning of California Civil Code section 3294, entitling MSG Forum to punitive or exemplary damages in an amount appropriate to punish Mayor Butts, the Successor Agency, the Parking Authority, and the City Council, and to make an example of them to the community.

TENTH CAUSE OF ACTION.

Declaratory Relief.
(Against the City and the City Council.)

189. MSG Forum incorporates herein and realleges the allegations in paragraphs 1 through 188, inclusive, as if fully set forth herein.

190. MSG Forum contends that: (a) by entering into the ENA and the Amended and Restated ENA, and pursuing a competitive arena adjacent to the Forum that will materially adversely impact the use, operation, functionality, accessibility, and/or economic competitiveness of the Forum, the City, through the actions of the City Council, has breached its obligations under the Development Agreement; (b) the City acquired MSG Forum's consent to the Parking Lease Termination by breach of the obligations of the Parking Lease, breach of the implied covenant of good faith and fair dealing of the Parking Lease, and through the fraudulent actions of Mayor Butts, and, as a result, the Parking Lease Termination is null and void; (c) given that the Parking Lease Termination is null and void, the Parking Lease is still in full force and effect; and (d) by entering into the ENA and the Amended and Restated ENA, the City, through the actions of the City Council, has breached its obligations under the Parking Lease.

191. On the other hand, the City and the City Council dispute each of MSG Forum's contentions as set forth above, including by denying MSG Forum's notice of claim on September 6, 2017, and thereafter denying MSG Forum's amended notice of claim on October 4, 2017.

192. An actual controversy now exists between MSG Forum and the City and the City Council relating to whether:

a. by entering into the ENA and the Amended and Restated ENA, and pursuing a competitive arena adjacent to the Forum that will materially adversely impact the use, operation, functionality, accessibility, and/or economic competitiveness of the Forum, the City, through the actions of the City Council, has breached its obligations under the Development Agreement;

b. the City acquired MSG Forum's consent to the Parking Lease Termination by breach of the obligations of the Parking Lease, breach of the implied covenant of good faith and fair dealing of the Parking Lease, and through the fraudulent actions of Mayor Butts, and, as a result, the Parking Lease Termination is null and void;

c. given that the Parking Lease Termination is null and void, the Parking Lease is still in full force and effect; and

d. by entering into the ENA and the Amended and Restated ENA, the City, through the actions of the City Council, has breached its obligations under the Parking Lease.

193. Pursuant to section 1060 of the California Code of Civil Procedure, MSG Forum is entitled to a declaration regarding MSG Forum's and the City's and the City Council's rights and obligations with respect to the Development Agreement, the Parking Lease Termination and the Parking Lease, and that MSG Forum's contentions set forth in paragraph 190 are correct. Such a declaration is necessary and appropriate.

ELEVENTH CAUSE OF ACTION.

Declaratory Relief.
(Against the City and the City Council.)

194. MSG Forum incorporates herein and realleges the allegations in paragraphs 1 through 193, inclusive, as if fully set forth herein.

195. As set forth above, the City Council is the governing body of the City and the Charter provides that all legislative and charter powers "granted to and vested in [C]ity of Inglewood shall be vested in and exercised by the council" (Art. VI § 10), which "may take official action only by the passage or adoption of ordinances, resolutions or motions[.]" (Art. VI § 11)

196. While Mayor Butts signs all contracts on behalf of the City (Art. XX § 1), contracts must first be approved by the City Council's ordinance, resolution, or motion, unless the Council has otherwise delegated its authority. (Art. VI § 11)

197. The Parking Lease Termination was an official act requiring City Council approval by ordinance, resolution or motion. Indeed, Mayor Butts himself has acknowledged that "The City Council is the governing body of the City, and the Mayor may only take official action by way of the City Council passing or adopting ordinances or resolutions."

198. MSG Forum is informed and believes, and on that basis alleges, that the City Council did not pass or adopt any ordinance, resolution, or motion authorizing Mayor Butts to enter into the Parking Lease Termination on behalf of the City.

199. Accordingly, MSG Forum contends that Mayor Butts's execution of the Parking Termination Agreement on behalf of the City was an *ultra vires* act and of no force or consequence.

200. MSG Forum withdrew its prior consent to the Parking Lease Termination on July 17, 2017 after it learned that its consent was procured by fraud, and reiterated such withdrawal by multiple letters, dated September 18, 2017, and July 17, 2018. MSG Forum's withdrawal of its consent meant that, as of July 17, 2017, the City Council could no longer approve or ratify Mayor Butts's *ultra vires* act of signing the Parking Lease Termination.

201. MSG Forum contends that, given that neither MSG Forum nor the City consented to the entry of the Parking Lease Termination, the Parking Lease Termination is of no legal effect; and accordingly the Parking Lease remains valid, binding, and enforceable between the MSG Forum and the City.

202. An actual controversy thus now exists between MSG Forum and the City and the City Council relating to (a) whether the Parking Lease Termination is void *ab initio* because it was beyond the scope of Mayor Butts's powers under the City Charter, and (b) whether accordingly, the Parking Lease remains in full force and effect between the City and MSG Forum.

203. Pursuant to section 1060 of the California Code of Civil Procedure, MSG Forum is entitled to a declaration regarding MSG Forum's and the City's and the City Council's rights and obligations with respect to the Parking Lease Termination and the Parking Lease, and that MSG Forum's contentions set forth above are correct. Such a declaration is necessary and appropriate.

PRAYER FOR RELIEF.

WHEREFORE, MSG Forum respectfully prays for the following relief against all defendants (and any and all other parties who may oppose MSG Forum in this lawsuit) jointly and severally:

1. For rescission of the Parking Lease Termination and reinstatement of the Parking Lease;
2. For an injunction prohibiting the City, the City Council, the Parking Authority, and the Successor Agency from continuing to pursue a competitive arena that will materially adversely impact the use, operation, functionality, accessibility, and/or economic competitiveness of the Forum;
3. For an order requiring specific performance of the Parking Lease, including a specific order that all of MSG Forum's rights and interests in the Parking Lease Property be fully restored;
4. For declaratory relief stating that the City, through the actions of the City Council, is in breach of the Development Agreement, that MSG Forum's consent to the Parking Lease Termination was obtained by fraud and the Parking Lease Termination is therefore invalid, that the Parking Lease is still in full force and effect, and that the City, through the actions of the City Council, is in breach of the Parking Lease;
5. For declaratory relief stating that Mayor Butts's purported entry of the Parking Lease Termination on the City's behalf was an an *ultra vires* act and of no force or consequence, and that accordingly the Parking Lease remains valid, binding, and enforceable between MSG Forum and the City.
6. For compensatory damages in an amount to be proven at trial;
7. For any additional general, special, consequential or incidental damages permitted and according to proof;

8. For punitive damages in an amount appropriate to punish the defendants and make an example of the defendants to the community;

9. For indemnification pursuant to the Parking Lease;

10. For an award that defendants pay all of MSG Forum's costs and attorneys' fees to the extent required by contract or by law;

11. For all interest, as permitted by law; and

12. For such other relief as the Court deems just and proper.

Dated: July 17, 2018

Respectfully submitted,

LATHAM & WATKINS LLP
Marvin S. Putnam
Jessica Stebbins Bina
Robert J. Ellison

By _____
Jessica Stebbins Bina
Attorneys for plaintiff MSG Forum, LLC

DEMAND FOR JURY TRIAL.

Plaintiff MSG Forum, LLC demands trial by jury on each of its claims for relief which is triable before a jury.

Dated: July 17, 2018

Respectfully submitted,

LATHAM & WATKINS LLP
Marvin S. Putnam
Jessica Stebbins Bina
Robert J. Ellison

By _____
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INGLEWOOD RESIDENTS AGAINST TAKINGS AND EVICTIONS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

INGLEWOOD RESIDENTS AGAINST TAKINGS AND EVICTIONS, Plaintiff and Petitioner, v. SUCCESSOR AGENCY TO THE INGLEWOOD REDEVELOPMENT AGENCY; OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE INGLEWOOD REDEVELOPMENT AGENCY; LOS ANGELES COUNTY SECOND DISTRICT CONSOLIDATED OVERSIGHT BOARD and DOES 1-10; Defendants and Respondents, MURPHY'S BOWL LLC, a Delaware Limited Liability Company; ROES 10-20; Real Parties in Interest.	CASE NO.: BS174709 **FIRST AMENDED VERIFIED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR INJUNCTIVE RELIEF PURSUANT TO THE RALPH M. BROWN ACT AND CALIFORNIA ENVIRONMENTAL QUALITY ACT** (Code Civ. Proc. §§ 1085, 1094.5 and 526; Gov. Code §§ 54950 et seq.; Pub. Resources Code §§ 21000 et seq.) Assigned for all purposes: Hon. Mitchell Beckloff, Dept. 86

INTRODUCTION

1. Petitioner and Plaintiff Inglewood Residents Against Takings And Evictions ("Petitioner") hereby alleges violations[1] of the Ralph M. Brown Act, Government Code section 54950 et seq. and the California Environmental Quality Act, by the Successor Agency to the Inglewood Redevelopment Agency ("Successor Agency") and the Oversight Board To The Successor Agency To The Inglewood Redevelopment Agency ("Oversight Board")[2] (collectively, "Respondents"). These violations benefited Real Party in Interest Murphy's Bowl LLC (the "Developer").

2. The Brown Act, also known as the California open meeting law, has a clear and forcefully stated purpose: "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." (Gov. Code § 54950.)

3. To accomplish these vital goals, the Brown Act, inter alia, (1) requires that an agenda be posted at least 72 hours before a regular meeting, (2) requires the

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[1] Petitioner concurrently submits a Notice of Lodging of First Amended Petition to detail the amendments that have been made to the Petition following this Court's ruling on October 2, 2019 that the Petition for Writ of Mandate did not sufficiently state a cause of action for violation of the California Environmental Quality Act, with 20 days leave to amend.

[2] As explained below, as of July 1, 2018, the Successor Agency was dissolved and its powers, duties, and liabilities were taken over by the Los Angeles County Second District Consolidated Oversight Board. For clarity's sake, this petition refers to the Oversight Board throughout but such reference includes the Second District Consolidated Oversight Board.

agenda include a brief description that is informative to the public of the action to be taken, and (3) forbids action on any item not on that agenda. In this way, the Brown Act serves to facilitate public participation in all phases of local government decisionmaking and to curb misuse of the democratic process by secret legislation of public bodies. (*San Joaquin Raptor Rescue Center v. County of Merced* (2013) 216 Cal.App.4th 1167, 1176.)

4. At its June 19, 2018 meeting, Respondent Successor Agency took action on a matter not properly noticed putting Petitioner and the public in a position where they could not have reasonably understood the nature of the action or the implications of the same. The Office of the Successor Agency formally recommended to the Board of the Successor Agency that the Board request approval from the Oversight Board to implement the Successor Agency's Long Range Property Management Plan ("LRPMP"). The implementation requested is a required initial step in the transfer of 13 parcels of property that would be used for construction of a sports arena project ("Land Transfer") for the Clippers professional basketball team. However, neither the notice for the meeting, the agenda nor the available meeting materials specifically identify the land or the reasons for the Land Transfer in a way that would adequately inform the public of the nature of the action the Successor Agency purported to take. Respondents made clear through email communications that the purpose of requesting the Resolution approving the Land Transfer was for an arena project for the Clippers.

5. At its June 27, 2018 meeting, Respondent Oversight Board similarly took action on a matter not properly noticed putting Petitioner and the public in a position where they could not have reasonably understood the nature of the action or the implications of the same. During this meeting, the Oversight Board passed Resolution No. 18-OB-003, which directed the Successor Agency to dispose of the 13 parcels at issue—parcels comprising all Successor Agency-owned land within the site identified in an exclusive negotiating agreement ("ENA")—pursuant to implementation of the

Amended LRPMP. This Resolution was drafted with input from Murphy's Bowl attorneys who represented the Clippers' interests. However, neither the notice for the meeting, the agenda, nor the available meeting materials specifically identify the land or the reasons for the Land Transfer in a way that would adequately inform the public of the nature of the action the Oversight Board purported to take. Respondents made clear through email communications that the purpose of the Resolution approving the Land Transfer was for the Clippers Arena Project.

6. The Land Transfer would dispose properties that are included within an Exclusive Negotiating Agreement ("ENA") among the City of Inglewood, the Successor Agency, the Inglewood Parking Authority and Murphy's Bowl LLC for a sports arena for the Clippers basketball team (the "Arena Project").

7. These meetings violated the Brown Act. The Successor Agency and Oversight Board failed to inform the public that they were taking actions in furtherance of the effort to dispose properties pursuant to an agreement with extensive potential impacts on thousands of Inglewood residents and businesses. The agenda for each meeting merely stated each agency would act to implement the Long Range Property Management Plan, without stating what that implementation entailed. Contrary to Brown Act requirements, this description was overly vague and uninformative. It did not inform the public that the property disposition actions are taken in furtherance of the ENA for the Clippers Arena and involving Murphy's Bowl LLC. It failed to inform the public that the 13 parcels being transferred are specifically designated in maps in the ENA for construction of the Arena Project.

8. This failure to adequately inform the public is consistent with and further evidence of the City of Inglewood's, and its related entities', deliberate attempts to obfuscate the true nature of actions taken to facilitate the Clippers Arena Project. Such actions were the subject of Karen Foshay's March 15, 2018 article entitled "Documents Show How Inglewood Clippers Arena Deal Stayed Secret." This article included a

complete copy of a June 9, 2017 email between Clippers and City of Inglewood representatives stating "the entity [Murphy's Bowl LLC] will have a generic name so it won't identify the proposed project." In fact, in a letter to the Inglewood City Council, Los Angeles County District Attorney Jackie Lacey even stated that such actions were "*concerted efforts* between representatives of the city and the Murphy's Bowl LLC to limit the notice given to the public . . . contrary to the spirit of the Brown Act." (Jackie Lacey, Los Angeles County Dist. Atty's Off., letter to Inglewood City Council, May 17, 2019, emphasis added.)

9. Respondents' actions reflect a continuing course of conduct deliberately designed to obfuscate the subject of public business being conducted. These actions violate the Brown Act.

10. Additionally, Petitioner challenges the Respondents' actions under the California Environmental Quality Act ("CEQA"). Respondents have forced the filing of this action by ignoring California's procedural rules and laws designed to ensure environmental protection, ignoring the interests of the community, and rushing to facilitate a sports arena development that could displace families and businesses, small and large, for a billionaire's benefit. Respondents' actions, recommending and approving disposal of the 13 Successor Agency parcels within the ENA Site, effectuate the Land Transfer pursuant to the ENA[3] for the Arena Project.

11. The ENA sets forth and specifically details the Arena Project's scope and even defines it as a "Project." The level of detail the ENA and staff report contain on the Arena Project was more than enough to complete environmental review. The ENA states that Respondents will convey property "to the Developer for development as a premier and state of the art National Basketball Association ('NBA') professional basketball arena consisting of approximately 18,000 to 20,000 seats as well as related landscaping,

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[3] The ENA was amended and restated on August 15, 2017 but its essential terms remained the same and was approved by the Oversight Board on September 7, 2017. Therefore, this Petition refers throughout to "the ENA" and, where relevant, "the Revised ENA."

parking and various other ancillary uses related to and compatible with the operation and promotion of a state-of-the-art NBA arena on the Site." (ENA, at pp. 1-2.) The staff report for the June 15, 2017, special meeting also confirms that the ENA's purpose is to "facilitate the development of a premier and state-of-the-art National Basketball Association ('NBA') professional basketball arena consisting of approximately 18,000 to 20,000 seats." The Arena Project's size and location are all that is needed for the City to conduct environmental review as they establish the parameters of the project's impacts. The ENA was followed in February 2018 by a Notice of Preparation ("NOP") of an environmental impact report, which provided further detailed description of the proposed arena project. No additional information was needed to study the Arena Project's environmental impacts, yet the Respondents seem to have kicked the proverbial can down the road and decided to possibly do environmental review later. Thus, the ENA, staff report, and NOP show that the Arena Project is detailed enough to require preparation of an EIR *now*, as CEQA demands. (Pub. Resources Code § 21151; see also *Save Tara v. City of West Hollywood* (2008), 45 Cal.4th 116, 130-31 [environmental review must occur early enough to "influence key public decisions" but late enough so as not to impede the "exploration and formulation" of projects].) Respondents' decision to ignore their obligations under state law cannot and should not be countenanced.

12. Despite specifically defining the Arena Project in the ENA, Respondents have prepared no environmental review for the Arena Project before taking actions to transfer the 13 Successor Agency parcels via the recommendation and approval of Resolution No. 18-OB-003. The Successor Agency already agreed that for three years it would "not negotiate with or consider any offers or solicitations from, any person or entity, other than the Developer, regarding a Disposition and Development Agreement for the sale, lease, disposition, and/or development of the Site." (ENA, at § 2(a).) At the same time, the LRPMP required that the Successor Agency disposed of the parcels within

three years of the date of the LRPMP, or else they would be transferred to the city for future development under prescribed guidelines. (OVERSIGHT AR[4] 2:82-84.)

13. Respondents' decision to approve the transfer of 13 Successor Agency parcels prior to completing environmental review violates CEQA. CEQA prohibits a government entity from taking actions that foreclose alternatives or potential mitigation measures before performing the requisite environmental review. The request and subsequent Oversight Board Resolution to transfer the 13 Successor Agency parcels create significant commitments to and momentum for the Arena Project. As such, Respondents will undoubtedly ignore the environmental impacts that any future environmental review may uncover, and potentially superior alternative projects, in pursuit of the Arena Project. The Land Transfer will result in significant environmental impacts that must be analyzed in an Environmental Impact Report ("EIR"), disclosed to the public and considered by Respondents prior to passing a Resolution to direct the Land Transfer. Respondents' failure to do so violated CEQA.

14. Respondents' disregard for the community's and the City's well-being, of their obligations under CEQA, for how the Land Transfer and the Arena Project will significantly impact the environment, and the requirement to comply with the Brown Act's agenda description requirements necessitate this challenge to Respondents' respective purported approvals of the Land Transfer.

PARTIES TO THIS PROCEEDING

15. Petitioner Inglewood Residents Against Takings And Evictions is an unincorporated association that opposes the ENA, the Land Transfer, and the City's, Successor Agency's, Parking Authority's, and Oversight Board's approvals to facilitate the development of the Arena Project by Developer in a residential area and the use of eminent domain to acquire property to develop the Arena Project. Petitioner and its members will be adversely impacted by the Land Transfer as it will result in significant

[4] The administrative record in this matter has been lodged with the Court, and Petitioner has objected to that record as incomplete.

impacts to the environment including blight and urban decay, the loss of existing businesses and jobs, and will facilitate development that is inconsistent with the City's Zoning and General Plan. Petitioner and its members will also be adversely impacted by the environmental impacts created by the Arena Project's construction and operation, including impacts to air quality, traffic congestion, nighttime lighting, and noise.

16. Respondent and Defendant Successor Agency is responsible for overseeing the winding down of redevelopment activity at the local level under the Redevelopment Law, including managing existing redevelopment projects, making payments on enforceable obligations, and disposing of redevelopment assets and properties. On or about January 10, 2012, pursuant to the Redevelopment Law dissolution legislation (AB Xl 26 as amended by AB 1484), the City elected to be the Successor Agency to the Redevelopment Agency of the City of Inglewood. The Redevelopment Agency was officially dissolved on or about February 1, 2012.

17. Respondent and Defendant Oversight Board To The Successor Agency To The Inglewood Redevelopment Agency is the governing body of the entity that under the Health and Safety Code must approve Successor Agency agreements with the City of Inglewood prior to the Successor Agency approving those agreements. Inglewood's Mayor Butts was the chair of the Oversight Board at all times relevant to this action.

18. Respondent and Defendant Los Angeles County Second District Consolidated Oversight Board is the successor in interest to the Oversight Board. Pursuant to Health and Safety Code Section 34179 subdivision (j), as of July 1, 2018, the Oversight Board was dissolved and its duties, responsibilities, and liabilities were taken over by the Second District Consolidated Oversight Board.

19. Real Party in Interest, Murphy's Bowl LLC, is a Delaware Limited Liability Company. Real Party in Interest is the designated developer of the Arena Project under the ENA.

20. Petitioner does not know the true names or capacities, whether individual, corporate, associate or otherwise, of Respondent Does 1 through 10, or of Real Parties in Interest Roes 10-20, inclusive, and therefore sues said Respondents and Real Parties in Interest under fictitious names. Petitioner will amend this Petition to show their true names and capacities when and if the same has been ascertained.

JURISDICTION AND VENUE

21. This Court has jurisdiction over this proceeding pursuant to California Code of Civil Procedure section 1085 and 1094.5; and Government Code sections 54960, 54960.1, and 54960.2; and Public Resource Code sections 21168 and 21168.5.

22. Venue in this Court is proper pursuant to Code of Civil Procedure section 394, in that Respondents are located within the County of Los Angeles.

23. Petitioner has complied with the requirements of Government Code section 54960.1 and 54960.2 by delivering to the Oversight Board on June 29, 2018 a letter demanding that the Oversight Board cure or correct and cease and desist its Brown Act violations.

24. Petitioner has complied with the requirements of Government Code section 54960.1 and 54960.2 by delivering to the Successor Agency on June 29, 2018 a letter demanding that the Successor Agency cure or correct and cease and desist its Brown Act violations.

25. Neither Respondent responded to these letters.

THE RALPH M. BROWN ACT.

26. The Brown Act provides that "[a]t least 72 hours before a regular meeting, the legislative body of the local agency, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed 20 words. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to

members of the public and on the local agency's Internet Web site, if the local agency has one." (Gov. Code § 54954.2 subd. (a)(1).)

27. The Brown Act further provides that "[n]o action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3." (Gov. Code § 54954.2 subd. (a)(3).)

CALIFORNIA ENVIRONMENTAL QUALITY ACT

28. The CEQA Guidelines require "all phases of project planning, implementation, and operation" to be considered in the Initial Study for a project. (Guidelines §15063, subd. (a)(1).) CEQA defines a project as "the whole of an action, which has a potential for resulting in either a direct physical change to the environment, or a reasonably foreseeable indirect physical change in the environment." (Guidelines § 15378, subd. (a).)

29. CEQA is not merely a procedural statute. CEQA imposes clear and substantive responsibilities on agencies that propose to approve projects, requiring that public agencies not approve projects that harm the environment unless and until all feasible mitigation measures are employed to minimize that harm. (Pub. Resources Code§§ 21002, 21002.1, subd. (b).)

30. Agencies may not undertake discretionary actions that could have a significant adverse effect on the environment, or limit the choice of alternatives or mitigation measures, before complying with CEQA. (Guidelines §15004, subd. (b)(2).) The "lead agency," which is the public agency that has the principal responsibility for carrying out the project, is responsible for conducting an initial study to determine, in consultation with other relevant state agencies, whether an environmental impact report, a negative declaration, or a mitigated negative declaration will be prepared for a project.

(Pub. Resources Code §§ 21067; 21080.l, subd. (a); 21083, subd. (a).) Accordingly, public agencies may not "take any action" that furthers a project "in a manner that forecloses alternatives or mitigation measures that would ordinarily be part of CEQA review of that public project." (*Save Tara*, *supra*, 45 Cal.4th at 138.)

31. Thus, CEQA does not permit the postponement of environmental review "to the point where the 'bureaucratic and financial momentum'" has built up "irresistibly behind a proposed project 'thus providing a strong incentive to ignore environmental concerns.'" (*Save Tara*, *supra*, 45 Cal.4th at 135.)

32. Failure either to comply with the substantive requirements of CEQA or to carry out the full CEQA procedures so that complete information as to a project's impacts is developed and publicly disclosed constitutes a prejudicial abuse of discretion that requires invalidation of the public agency action regardless of whether full compliance would have produced a different result. (Pub. Resources Code § 21005.)

GENERAL ALLEGATIONS

33. On June 15, 2017, the City, the City Council, the Successor Agency, and the Parking Authority each purported to hold a special meeting (the "Special Meeting") pursuant to Government Code Section 54956. At the Special Meeting, Respondents purported to approve the ENA among the City, the Successor Agency, the Authority and the Developer "to facilitate the development of a premier and state-of-the-art National Basketball Association ('NBA') professional basketball arena consisting of approximately 18,000 to 20,000 seats."

34. On July 20, 2017, Petitioner filed a petition alleging violation of CEQA and fair meeting requirements.

35. The Inglewood City Council held a meeting on August 15, 2017. At the August hearing, the City Council approved a "Revised ENA" which contained many of the same terms as the prior ENA and a revised map of the project area purporting to reduce the area of potential eminent domain use. City councilmembers stated it was not

the City's intention to take houses or a church by eminent domain. A map attached to the Revised ENA removed many residences from the boundaries of the project area. However, the Mayor and other councilmembers refused to forego the use of eminent domain altogether.

36. On September 7, 2017, Inglewood's Oversight Board to the Successor Agency to the Inglewood Redevelopment Agency, which is chaired by the Mayor of Inglewood, approved the Revised ENA as consistent with a long range property management plan and Redevelopment Dissolution Law.

37. The ENA provides for the conveyance of certain real property within a defined "Site"—including property owned by the City ("City Parcels"), by the Successor Agency ("Agency Parcels") and by third parties ("Potential Participating Parcels")—to the Developer, for the Arena Project.

In approving the ENA, Respondents did not consider the environmental impacts of the ENA. No environmental review was conducted with respect to the ENA's approval. The ENA is a project under CEQA that has the potential to result in significant physical changes in the environment. Respondents erred by not conducting environmental review for the ENA.

38. On February 20, 2018, the City of Inglewood issued a Notice of Preparation (NOP) of an EIR for the Arena Project, months after the ENA was approved. The City anticipated that review of the Arena Project and certification of the EIR would be conducted while the ENA was still in effect, effectively preventing the City and Respondents from considering alternatives to the Clippers Arena Project. (See Presentation, City of Inglewood, *Inglewood Basketball and Entertainment Center, Environmental Impact Report Scoping Meeting*, Mar. 12, 2018, available at https://www.cityofinglewood.org/DocumentCenter/View/11789/Inglewood-Basketball-and-Entertainment-Center-Scoping-Meeting-Presentation [stating that the Final EIR was

expected to be completed in Summer 2019, two years into the ENA's three year exclusivity period].)

39. On June 19, 2018, Respondent Successor Agency took steps to implement the ENA by calling a meeting about the 13 parcels in question and preparing a staff report and agenda. Neither the Agency staff report nor the meeting agenda explained that the 13 disposed parcels were in furtherance of the Clippers Arena Project. The Successor Agency's agenda for the June 19, 2018 meeting stated the following:

> **A.** CSA-3. OFFICE OF THE EXECUTIVE DIRECTOR
>
> Staff report recommending approval to request that the Oversight Board for the Successor Agency of the Former Inglewood Redevelopment Agency adopt a Resolution, *directing the Successor Agency to implement the State of California Department of Finance approved Long-Range Property Management Plan,* as amended, with respect to the Long-Term Use and Disposition of the LAX Noise Mitigation Properties, B-1.1 through and including B-3, representing Parcels 1 through and including 13, subject to the applicable disposition requirements of the Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements. (Emphasis added.)

40. Contrary to Brown Act requirements, the Successor Agency's agenda description was overly vague, uninformative, and inadequate. It does not inform the public that the property disposition actions are taken in furtherance of the ENA for the Clippers Arena and involve Murphy's Bowl LLC. It fails to inform the public, and does not alert the public to the fact, that the 13 parcels being transferred are specifically designated in maps in the ENA for construction of the arena project. The agenda language cloaks the Land Transfer by stating that the requested resolution will merely direct the Successor Agency to "implement" the LRPMP with respect to the 13 parcels. This was misleading. The LRPMP provides that upon disposal pursuant to the LRPMP, the properties in question, B-1, B-2, and B-3, will be *developed* according to a particular process. (OVERSIGHT AR 2:83-84.) The LRPMP provides guidelines for this process. (*Ibid.*) Thus, passing a resolution to implement the LRPMP with respect to the 13 parcels is not a trivial act, but rather a concerted effort to commence the Land Transfer necessary for Murphy's Bowl to develop the Clippers Arena Project. Respondents acknowledged this City requirement to sell the parcels for development. In a June 27, 2018 email to

Artie Fields, Inglewood City Manager, Successor Agency Manager Margarita Cruz stated "The approval of the LRPMP gave us three years to either sell the property or transfer them to the city. The city will then be required to sell them following a specific process. I will look this up." (OVERSIGHT AR 91:1527.) With the ENA, the City could contemplate no development other than the Clippers Arena Project. In other words, because the ENA prevented the City from selling the 13 parcels to any party other than the Clippers, the Successor Agency's approval of the transfer of these 13 parcels to the City was an essential step in the Clippers arena's development because but for this transfer from the Successor Agency to the City, the City could not transfer the 13 parcels from the City to the Clippers.

41. The Successor Agency reiterated the cloaked, misleading language from the meeting agenda in its staff report. (OVERSIGHT AR 5:97.)

42. The Successor Agency also failed to make available the "Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements" to the public.

43. The Successor Agency's failure to adequately inform the public is consistent with and further evidence of the City of Inglewood's deliberate attempts to obfuscate the true purpose of these actions—to facilitate the transfer of 13 Successor Agency parcels to Murphy's Bowl for the Clippers Arena project. This purposeful obfuscation by the City and Murphy's Bowl was reported by Karen Foshay in a story entitled "Documents Show How Inglewood Clippers Arena Deal Stayed Secret," for KCET on March 15, 2018 and is available at https://www.kcet.org/shows/socal-connected/documents-show-how-inglewood-clippers-arena-deal-stayed-secret. This story reported a June 9, 2017 email between Clippers and City of Inglewood representatives stating "the entity [Murphy's Bowl LLC] will have a generic name so it won't identify the proposed project." Therefore, the City and Murphy's Bowl purposefully obscured the identity of the parties involved in the ENA and subsequent

transactions with a "generic name." Further, the Inglewood City Council's and Successor Agency's approval of the ENA was discussed at a special meeting, rather than a regular meeting, so as to "reduce the time required to give public notice from 72 hours to 24 hours before the meeting." (Jackie Lacey, Los Angeles County Dist. Atty's Off., letter to Inglewood City Council, May 17, 2019.) Given the purposeful obfuscation of the project name and the attempts to reduce the length of public notice through the use of a special meeting, LA District Attorney Jackie Lacey has stated that the actions by the City and Murphy's Bowl "indicate concerted efforts" to violate the Brown Act. (*Ibid.*)

44. Leaving no doubt, emails produced by Respondents further evidence that the purpose of the request and subsequent Resolution to dispose of the 13 parcels was to permit a formal transfer of the parcels to Murphy's Bowl in order to commence the Clippers Arena Project. In a December 6, 2017 email, Successor Agency Manager Margarita Cruz wrote to the city accountant requesting information about the Agency parcels, stating that "The answers to these questions are very important to the Clippers project." (OVERSIGHT AR 56:1426.)

45. In a January 11, 2018 email, Ms. Cruz wrote to a colleague, requesting information about the property appraisal requirements when the Successor Agency "sell[s] property that we bought with FAA funds." (OVERSIGHT AR 58:1430.) This shows that the Successor Agency would sell the purportedly FAA-funded parcels.

46. In a February 13, 2018 message, Ms. Cruz wrote to a real estate appraisal firm, requesting appraisal of the parcels at issue. (OVERSIGHT AR 59:1431.) In this email, Ms. Cruz stated that "[t]he City and the Successor Agency own land in the ENA clippers area." (*Ibid.*) She also stated that "[w]e are looking at trying to complete the *transfer* of this property prior to June 30, 2018 which is when the Successor Agency's Oversight Board becomes a County board." (*Ibid.* emphasis added.) This confirms that the Successor Agency understood the request and approval of the June 2018 Resolution

to be a definitive step in the process of transferring the 13 parcels to the Murphy's Bowl and the Clippers.

47. Further demonstrating that the Successor Agency, itself, recognized that the purpose of seeking a resolution from the Oversight Board was to commence the Land Transfer to Murphy's Bowl, in a June 4, 2018 email, Ms. Cruz wrote to Olga Castaneda, Acting Secretary of the Oversight Board: "I have a request for an [Oversight Board] meeting on either June 20 or June 27. ***Its related to a property transfer***." (OVERSIGHT AR 62: 1436 [emphasis added].) Again, the resolution applied only to the 13 Successor Agency owned parcels falling within the ENA Site and the proposed Clippers Arena Project.

48. In a June 18, 2018 email, one day before the Successor Agency meeting in which the Successor Agency Board Members were to discuss requesting approval from the Oversight Board to dispose of the 13 parcels at issue, Ms. Cruz wrote to Artie Fields: "I noted that they placed the Murphys bowl meeting at the same time as we are scheduled to meet. Is it ok if I attend the Murphy's bowl meeting instead?" (OVERSIGHT AR 74: 1487.) Clearly, the Successor Agency considered the request for a Resolution approving the transfer as an approval of the transfer of land for the Clippers Arena itself.

49. On June 19, 2018, the Board Members of Respondent Successor Agency approved the action to request that the Oversight Board approve of the disposal of 13 parcels of property that would be used for construction of the Clippers sports arena project—in violation of CEQA and the Brown Act. The following properties are the subject of the resolution and are included within the ENA area:

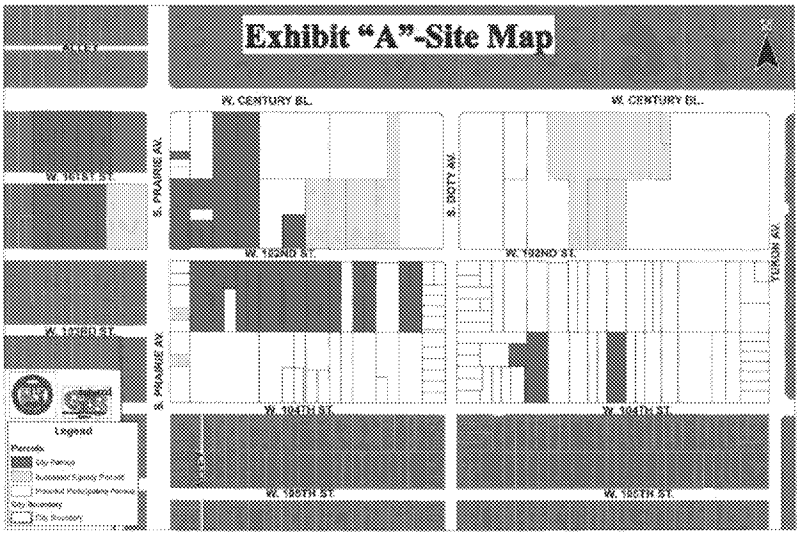
Property Name	**Parcel Number on LRPMP Inventory**[5]
a. Prairie & 101st (B-1.1)	1
b. Prairie & 102nd (B-1.2)	2, 3

[5] The LRPMP inventory includes a total of 46 parcels comprising 14 properties. (OVERSIGHT AR 2:49.) The remaining 33 parcels are not included in the resolution, and are not identified in the ENA as part of the Study Area Site.

c. 102nd Street (B-2) 4, 5, 6, 7, 8

d. Century & Prairie (B-3) 9, 10, 11, 12, 13

For reference, the ENA's Site Map is included below. The above-designated properties are marked in yellow:



50. Real Party in Interest Murphy's Bowl LLC, the group developing the Clippers Arena Project, apparently had a role in drafting Resolution 18-OB-003. Between June 4, 2018 and June 13, 2018, attorneys for the City of Inglewood and Murphy's Bowl exchanged draft versions of the resolution that eventually became 18-OB-003. (OVERSIGHT AR 63:1437-1441; AR 66:1444-1452; AR 67:1453-1455; AR 69:1459-1462; AR 71:1474-1481.) During this revision process, in a June 12, 2018 email to an attorney for Murphy's Bowl, Royce Jones, attorney for the Respondents, expressed a desire for concealing the ENA and the Clippers Arena Project from the public approval process for the resolution:

> Both Gustavo and I have reviewed your draft resolution and felt that the referencing and reaffirming the terms of the Amended ENA in the resolution was inconsistent with the approach I described as wanting to take by simply having the SA [Successor Agency] request the OB [Oversight Board] directing the SA to implement the approved LRPMP by disposing of the "Noise Mitigation Properties" . . . . Given the spirit of things here in Inglewood, specifically referencing and/or reaffirming the Amended ENA

> and the proposed basketball arena during as part of the public entity approval process would likely generate all kinds of unwarranted attention to what is simply a SA action an OB resolution approval action with respect to the implementation of the approved LRPMP. (OVERSIGHT AR 66:1444.)

This shows not only that Respondents were working with Murphy's Bowl to approve the Land Transfer, but that Respondents knew that their actions would likely be subject to public and legal scrutiny, and thus actively concealed that the purpose of the Resolution was to transfer parcels for the Clippers Arena project.

51. Respondent Oversight Board on June 27, 2018 took definite steps to implement the ENA by approving Resolution 18-OB-003, which directed the Successor Agency to "dispose of the Mitigation Properties in accordance with the amended LRPMP." (OVERSIGHT AR 4:95.) This action violated the Brown Act and CEQA. The Oversight Board failed to inform the public that the properties are proposed to be disposed of pursuant to an agreement with extensive potential impacts on thousands of Inglewood residents and businesses. The brief description on the Oversight Board agenda for its June 27, 2018 meeting stated:

> Adoption of Resolution by the Oversight Board to the Successor Agency of the former Inglewood Redevelopment Agency *Directing the City of Inglewood as the Successor Agency to former Inglewood Redevelopment Agency to Implement the approved Long-Range Property Management Plan*, as amended, with respect to the Long-Term Use and Disposition of the LAX Noise Mitigation Properties, B-1.1 through and including B-3, representing Parcels 1 through and including 13, subject to the applicable Disposition Requirements of the Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements. (Emphasis added.)

52. Contrary to Brown Act requirements, the Oversight Board's agenda description was overly vague and uninformative. It does not inform the public that the action to be discussed, adoption of Resolution 18-OB-003, would effectively authorize the disposal of land to Murphy's Bowl LLC for the Clippers Arena. It likewise fails to inform the public, and does not alert the public to the fact, that the 13 parcels being transferred are specifically designated in maps in the ENA for construction of the Arena Project. As discussed above, the Resolution's direction to the Successor Agency to "implement" the LRPMP is a cloaked direction to dispose the 13 parcels. The ENA,

approved in 2017, committed Respondents to exclusive negotiations with Murphy's Bowl for a three year period, and the LRPMP required the Successor Agency to sell or transfer the properties by 2018. Thus, the Resolution was a definitive step and a legal commitment to a definitive course of action (i.e., the transfer of land from the Successor Agency to the City) that cleared the pathway for this Land Transfer, as the Successor Agency was bound to negotiations with Murphy's Bowl for the entire remaining time it had to dispose of the parcels pursuant to the LRPMP. Absent the Successor Agency's approval of the Land Transfer, the City could not fulfill its commitments under the ENA to Murphy's Bowl.

53. Respondents clearly knew—and concealed—that the Resolution at issue during the Oversight Board meeting was related to the Clippers Arena. In a June 21, 2018 email, six days before the Oversight Board meeting, Margarita Cruz wrote: "Is that list for people wanting information on Murphys bowl coming up?" (OVERSIGHT 79: 1499.)

54. In another email dated June 21, 2018, Ms. Cruz wrote to Olga Castaneda, attaching requests for notice concerning actions taken relating to the ENA with Murphy's Bowl ENA. In that email, Ms. Cruz stated: "These people have requested a copy of the agenda since it related to the property for Murphy's bowl. (OVERSIGHT 80:1500.) The requests for notice are labeled in handwriting "Murphy's Bowl (Clippers)." (*Id.* at 1501-02.)

55. The Oversight Board also failed to make available the "Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements" to the public.

56. Respondent Oversight Board approved Resolution 18-OB-003, which directed the Successor Agency to implement the LRPMP with respect to only properties B-1 through B-3. It authorized disposal of the 13 parcels that are included within the ENA, stated above. No other Successor Agency-held properties are addressed. Based on

information and belief, the Successor Agency has not since authorized the transfer of any other Successor Agency-held land to the City pursuant to the LRMP.

57. In recommending and approving disposal of the 13 parcels, Respondents did not evaluate the potential environmental impacts of the Land Transfer. Respondents' failure to consider the Land Transfer's potential environmental impacts violated CEQA.

58. Petitioner on June 29, 2018, pursuant to Government Code section 54960.1, demanded that the Oversight Board cure or correct its violations of the Brown Act within 30 days. The Oversight Board failed to do so.

59. Petitioner on June 29, 2018, pursuant to Government Code section 54960.1, demanded that the Successor Agency cure or correct its violations of the Brown Act within 30 days. The Successor Agency failed to do so.

60. The Land Transfer is a "project" under CEQA, as defined by Guidelines section 15378. Respondents' actions to recommend and approve disposal of the 13 parcels is an "approval" under CEQA as defined by Guidelines section 15352. The Land Transfer may cause a direct and/or reasonably foreseeable indirect environmental change. Therefore, the Land Transfer is subject to CEQA review.

61. In failing to subject the Successor Agency request and subsequent Oversight Board resolution authorizing disposal of the 13 parcels to CEQA review, Respondents ignored the impact that the Land Transfer will have on the environment. Respondents are prohibited from engaging in negotiations with anyone other than the Developer regarding the potential development of the Site. (ENA, § 2(a).) Further, the ENA prohibits Respondents from selling or otherwise transferring to third parties their interests in any property on the Site. (ENA, § 11.)

62. In failing to subject their decisions to recommend and approve the Land Transfer to CEQA review, Respondents did not consider, and did not inform the public of, direct and reasonably foreseeable indirect environmental impacts that will occur as a

result of the Land Transfer, including but not limited to land use consistency and urban decay and blight.

63. The actions taken by Respondents to recommend and approve disposal of the 13 parcels are subject to CEQA because they will result in significant land use impacts.

64. In sum, Respondents have failed to consider the Land Transfer's potential and reasonably foreseeable environmental impacts, including:

- Environmental impacts of noise, traffic, air pollution, aesthetics, and other impacts;
- Effects on land use inconsistent with the City's General Plan; and
- Increases in urban decay and blight.

FIRST CAUSE OF ACTION

(Failure to Comply with CEQA: Failure to Conduct Initial Study and/or Environmental Assessment)

65. Petitioner incorporates herein and realleges the allegations in prior paragraphs, as if fully set forth herein.

66. CEQA applies "to discretionary projects proposed to be carried out or approved by public agencies. . . ." (Pub. Resources Code, § 21080, subd. (a).)

67. CEQA defines a "project" as "an activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. . . ." (Pub. Resources Code, § 21065.) The Guidelines define "project" as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." (Guidelines, § 15371, subd. (a).)

68. The Guidelines define "approval" to mean "the decision by a public agency which commits the agency to a definite course of action in regard to a project intended to be carried out by any person." (Guidelines § 15352, subd. (a).)

69. Respondents' recommendation and approval of disposal of the 13 parcels required for the Clippers Arena constitutes a discretionary project that will cause foreseeable, adverse physical changes to the environment and is, therefore, subject to CEQA review. (See *City of Livermore v. LAFCO* (1986) 184 Cal.App.3d 531 [adoption of revisions to sphere-of-influence guidelines constitute a "project" subject to CEQA review because the revisions reflected a major policy shift relating to where growth would occur and what the focus of urban development would be].) The approval of the disposition was a commitment to a definite course of action as far as the Respondents were concerned. Under the ENA's exclusivity provision, the land could not be transferred to any parties other than parties to the agreement including the Clippers for a period of at least three years.

70. Respondents failed to consider, avoid or mitigate the individual and cumulative impacts of reasonably foreseeable environmental impacts resulting from the recommendation and approval of the Land Transfer. Such impacts include noise, traffic, air quality, aesthetics, land use inconsistency, urban decay and blight.

71. Respondents violated CEQA and failed to proceed in the manner required by law, committed a prejudicial abuse of discretion, and acted arbitrarily and capriciously in their approval of the Land Transfer because, without limitation, Respondents failed to subject the Land Transfer to an Initial Study or other environmental assessment as CEQA requires.

72. Petitioner has served the California Attorney General with a copy of this amended verified petition, along with a notice of its filing, in compliance with Public Resources Code section 21167.7.

73. Petitioner has provided written notice of the commencement of this action to Respondents, in compliance with Public Resources Code section 21167.5.

74. Petitioner has performed any and all conditions precedent to filing a CEQA action against Respondents, and has exhausted any and all available administrative remedies to the extent required by law.

SECOND CAUSE OF ACTION

(Failure to Comply with CEQA: Improper Deferral of Environmental Analysis)

75. Petitioner incorporates herein and realleges the allegations in prior paragraphs, as if fully set forth herein.

76. Petitioner is informed and believes and thereon alleges that Respondents have deferred analysis under CEQA for the Arena Project.

77. Petitioner is informed and believes and thereon alleges that the recommendation to request approval of the Land Transfer, and subsequent approval Resolution commit Respondents to a definite course of action with respect to the Arena Project by, for example, defining now, before any CEQA studies occur, which parts of the City should be considered for the proposed Arena Project and the acceptable size of the proposed Arena Project.

78. Respondents' recommendation to request approval of the Land Transfer, and subsequent approval Resolution commit them to a definite course of action that will cause numerous adverse environmental effects that should have been studied in an EIR before the Land Transfer was approved.

79. By approving the Land Transfer, Respondents have displayed a level of commitment to the Arena Project that is more than sufficient to constitute a "project approval."

80. By approving the Land Transfer, Respondents have circumscribed or limited their discretion with respect to future environmental review, mitigation measures, project alternatives and alternative locations.

81. The Guidelines are clear that Respondents are barred from taking actions "that would have a significant adverse effect or limit the choice of alternatives or mitigation measures, before completion of CEQA compliance." (Guidelines § 15004, subd. (b)(2)(emphasis added).)

82. Petitioner is informed and believes and thereon alleges that Respondents' approval of the Land Transfer constitutes such an unauthorized action because it limits Respondents' choices of methods to eliminate and/or mitigate adverse environmental impacts generated by the Land Transfer.

83. Petitioner is informed and believes and thereon alleges that the Land Transfer constitutes a prejudgment by Respondents on the proposed Arena Project and the proposed Site.

84. Petitioner is informed and believes and thereon alleges that the Land Transfer commits Respondents to a definite course of action and so constrains Respondents' exercise of police power such that the future CEQA review envisioned by the Land Transfer is rendered an unlawful post hoc rationalization for decisions and commitments already made.

85. Any later-performed environmental analysis will be influenced in its discussion of impacts, mitigation and alternatives by the significant funds already given to the City by the Developer.

86. Respondents have violated CEQA and failed to proceed in the manner required by law, committed a prejudicial abuse of discretion, and acted arbitrarily and capriciously in their approval of the Land Transfer because Respondents committed themselves to a definite course of action, i.e. the Arena Project, before complying with CEQA, and improperly deferred CEQA analysis of the Arena Project to a later time.

THIRD CAUSE OF ACTION

(Violation of Ralph M. Brown Act, Gov. Code § 54954.1 and 54954.2)

87. Petitioner incorporates herein and realleges the allegations in prior paragraphs, as if fully set forth herein.

88. The purpose of the Ralph M. Brown Act is to "aid in the conduct of the people's business" by encouraging public participation in government decision making. (Government Code §54950.)

89. In furtherance of its goal of public participation, the Brown Act requires that at least 72 hours before a regular meeting, a legislative body must post an agenda containing a "brief description" of each item of business to be acted upon at the meeting. (Government Code § 54954.2(a)(1).)

90. The legislative body may not take any action on an item not appearing on the posted agenda, except in certain situations not applicable here. (Government Code §§ 54952(a)(3), 54954.2(b).)

91. The Successor Agency violated the Brown Act by failing to properly list in the agenda for the June 19, 2018 Successor Agency meeting the actions to be taken at that meeting. Specifically, the posted agenda listed no item of business describing that the Successor Agency would consider disposition of properties included within an Exclusive Negotiating Agreement between the City of Inglewood, the Successor Agency, the Parking Authority, and Murphy's Bowl, LLC for construction of a sports arena.

92. The Successor Agency agenda for the meeting disclosed only that the Successor Agency would "request that the Oversight Board for the Successor Agency of the Former Inglewood Redevelopment Agency adopt a Resolution, directing the Successor Agency to implement the State of California Department of Finance approved Long-Range Property Management Plan, as amended, with respect to the Long-Term Use and Disposition of the LAX Noise Mitigation Properties, B-1.1 through and including B-3, representing Parcels 1 through and including 13, subject to the applicable disposition

requirements of the Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements."

93. The Successor Agency failed to inform the public that it was proposing to dispose of properties pursuant to an agreement with extensive potential impacts on hundreds of Inglewood residents and businesses. The Successor Agency failed to inform the public of any connection between the listed agenda item and the construction of the Arena Project.

94. The Successor Agency failed to make available to the public the "Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements."

95. Thus, the agenda's description was overly vague, and the Successor Agency's action was not adequately or accurately described on the agenda, in violation of the Brown Act.

96. The Successor Agency further violated the Brown Act by not making available the Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements to the public.

97. Petitioner was prejudiced by this violation because it was denied the opportunity to prepare and provide meaningful comments to the Successor Agency on the implementation of the amended Long-Range Property Management Plan, the applicable disposition requirements of the "Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements," the disposition of Parcels 1 through 13, and the interaction between the disposition of the properties and the Arena Project or to ascertain the extent to which the implementation of the Long-Range Property Management Plan or requirements of the "Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements" would affect the interests of Petitioner's members.

98. On June 29, 2018, pursuant to Government Code section 54960.1(b), Petitioner timely submitted a demand to the Successor Agency to cure or correct the action taken on June 19, 2018 in violation of the Brown Act. The Successor Agency did not respond.

99. The Oversight Board violated the Brown Act by failing to properly list in the agenda for the June 27, 2018 Oversight Board meeting the actions to be taken at that meeting. Specifically, the posted agenda listed no item of business describing that the Oversight Board would consider disposition of properties included within an Exclusive Negotiating Agreement between the City of Inglewood, the Successor Agency, the Parking Authority, and Murphy's Bowl, LLC for construction of a sports arena.

100. The Oversight Board agenda for its June 27, 2018 meeting disclosed the Board would consider: "Adoption of Resolution by the Oversight Board to the Successor Agency of the former Inglewood Redevelopment Agency Directing the City of Inglewood as the Successor Agency to former Inglewood Redevelopment Agency to Implement the approved Long-Range Property Management Plan, as amended, with respect to the Long-Term Use and Disposition of the LAX Noise Mitigation Properties, B-1.1 through and including B-3, representing Parcels 1 through and including 13, subject to the applicable Disposition Requirements of the Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements." The Oversight Board failed to inform the public that it was proposing to dispose of properties pursuant to an agreement with extensive potential impacts on thousands of Inglewood residents and businesses. The Oversight Board failed to inform the public of any connection between the listed agenda item and the construction of a sports arena.

101. Thus, the agenda's description was overly vague, and the Oversight Board's action was not adequately or accurately described on the agenda, in violation of the Brown Act.

102. The Oversight Board Agency further violated the Brown Act by not making available the Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements to the public.

103. Petitioner was prejudiced by this violation because it was denied the opportunity to prepare and provide meaningful comments to the Oversight Board on the implementation of the amended Long-Range Property Management Plan, the applicable disposition requirements of the "Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements," the disposition of Parcels 1 through 13, and the interaction between the disposition of the properties and the Arena Project or to ascertain the extent to which the implementation of the Long-Range Property Management Plan or requirements of the "Federal Aviation Administration grant agreements and Los Angeles World Airports letter agreements" would affect the interests of Petitioner's members. For these reasons, the Oversight Board's action at its June 27, 2018, including adoption of a resolution directing implementation of the approved Long-Range Property Management Plan, as amended, with respect to the disposition of Parcels 1 through 13, must be declared null and void, pursuant to Government Code section 54960.1(a).

104. On June 29, 2018, pursuant to Government Code section 54960.1(b), Petitioner timely submitted a demand to the Oversight Board to cure or correct the action taken on June 27, 2018 in violation of the Brown Act. The Oversight Board did not respond.

105. For the reasons stated above, the Successor Agency' action taken on June 19, 2018 and the Oversight Board's action taken on June 27, 2018 with respect to LRPMP 1-13 must be declared null and void, pursuant to Government Code section 54960.1(a).

106. Without a writ of mandate and declaratory and injunctive relieve provided for by the Brown Act, Petitioner is informed and believes, and on that basis alleges, that

it and other interested persons, citizens, and taxpayers will be irreparably harmed because they will be denied notice of and the opportunity to participate in the Successor Agency's and Oversight Board's meetings, a right guaranteed by law. Government Code Section 54960(a) provides that any interested person, such as Petitioner, may commence an action by mandamus, injunction, or declaratory relief for the purpose of stopping or preventing violations or threatened violations of the Brown Act.

FOURTH CAUSE OF ACTION

(Injunction Against Further Pursuit of the Land Transfer Until Respondents Comply with CEQA and the Brown Act)

107. Petitioner incorporates herein and realleges the allegations in prior paragraphs, as if fully set forth herein.

108. Respondents failed to comply with CEQA and the Brown Act prior to recommending to request approval, and subsequently approving the Land Transfer. Petitioner therefore prays for a preliminary and permanent injunction against Respondents and any of their agents from taking any further action to advance the Land Transfer and/or Arena Project unless and until such time as Respondents comply with their mandatory duties under CEQA, the Brown Act, and all other applicable environmental rules, regulations and procedures.

109. Petitioner has no adequate remedy other than that prayed for herein in that the subject matter is unique and monetary damages would therefore be inadequate to fully compensate Petitioner for the consequences of Respondents' actions in their continued failure to comply with CEQA and the Brown Act with respect to the Project and the Land Transfer. Petitioner therefore seeks, and is entitled to, injunctive relief under Code of Civil Procedure section 526 et seq., and to a stay, preliminary and/or permanent injunction.

PRAYER FOR RELIEF

WHEREFORE, Petitioner and Plaintiff prays for relief as follows:

1. For a peremptory writ of mandate:

a. directing Respondents Successor Agency and the Oversight Board, and each of them, to rescind and set aside their actions take on June 19, 2018 and June 27, respectively; and

b. enjoining Respondents Successor Agency and the Oversight Board, their respective officers, employees, agents, boards, commissions, and all subdivisions from granting any authority, permits, or entitlements as part of the Arena Project or the Land Transfer; and

c. commanding Respondents Successor Agency and the Oversight Board, and each of them, to immediately suspend all activities in furtherance or implementation of the Land Transfer until such time as environmental review has been completed in compliance with CEQA.

2. For a preliminary and permanent injunction against Respondents Successor Agency and the Oversight Board, and each of them, and any of their agents, enjoining them from further pursuing the Land Transfer and/or commencing work under the Land Transfer unless and until such time as Respondents comply with their mandatory duties under CEQA and all other applicable environmental rules, regulations and procedures.

3. For a declaration that the Successor Agency actions of June 19, 2018, including the adoption of a resolution implementing the long range property management plan are null and void due to the Board's violations of the Brown Act;

4. For a declaration that the Oversight Board actions of June 27, 2018, including the adoption of a resolution directing the Successor Agency to implement the long range property management plan are null and void due to the Board's violations of the Brown Act;

5. For an award of its costs of suit and litigation expenses, including, without limitation, attorneys' fees incurred herein as permitted or required by law.

6. For attorneys' fees as authorized by Government Code section 54960.5 and Code of Civil Procedure section 1021.5; and

7. For such other relief as the Court deems just and proper.

Dated: October 18, 2019

Respectfully submitted,

CHATTEN-BROWN,CARSTENS, & MINTEER LLP

By _____
Douglas P. Carstens
Michelle Black
Attorneys for Petitioner

VERIFICATION

I, the undersigned, declare that I am authorized by Inglewood Residents Against Takings and Evictions, Petitioner in this action, to sign this petition. I have read the foregoing First Amended Verified Petition For Writ Of Mandate and know the contents thereof, and the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 9 day of October 2019 at Inglewood, California.

Wanetta Smith

PROOF OF SERVICE

I am employed by Chatten-Brown, Carstens & Minteer LLP in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 2200 Pacific Coast Highway, Ste. 318, Hermosa Beach, CA 90254. October 21, 2019, I served the within documents:

FIRST AMENDED VERIFIED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR INJUNCTIVE RELIEF PURSUANT TO THE RALPH M. BROWN ACT AND CALIFORNIA ENVIRONMENTAL QUALITY ACT

☐ **VIA UNITED STATES MAIL.** I am readily familiar with this business' practice for collection and processing of correspondence for mailing with the United States Postal Service. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid. I enclosed the above-referenced document(s) in a sealed envelope or package addressed to the person(s) at the address(es) as set forth below, and following ordinary business practices I placed the package for collection and mailing on the date and at the place of business set forth above.

☐ **VIA OVERNIGHT DELIVERY.** I enclosed the above-referenced document(s) in an envelope or package designated by an overnight delivery carrier with delivery fees paid or provided for and addressed to the person(s) at the address(es) listed below. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

☐ **VIA MESSENGER SERVICE.** I served the above-referenced document(s) by placing them in an envelope or package addressed to the person(s) at the address(es) listed below and provided them to a professional messenger service for service. (A declaration by the messenger must accompany this Proof of Service or be contained in the Declaration of Messenger below.)

☒ **VIA ONE LEGAL E-FILE E-SERVICE .** By submitting an electronic version of the document(s) to One Legal, LLC, through the user interface at www.onelegal.com.

☐ **VIA ELECTRONIC SERVICE.** I caused the above-referenced document(s) to be sent to the person(s) at the electronic address(es) listed below.

I declare that I am employed in the office of a member of the bar of this court whose direction the service was made. I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October 21, 2019, at Hermosa Beach, California 90254.

/s/ Cynthia Kellman

Cynthia Kellman

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

UNLIMITED JURISDICTION

SAULO EBER CHAN; MSG FORUM, LLC, a Delaware Limited Liability Company,

Petitioners and Plaintiffs,

v.

GAVIN C. NEWSOM, Governor of California; JOINT LEGISLATIVE BUDGET COMMITTEE of the California Legislature,

Defendants and Respondents.

MURPHY'S BOWL LLC,

Real Party in Interest.

CASE NO. 20STCP00126

VERIFIED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF

Petitioners-Plaintiffs Saulo Eber Chan and MSG Forum, LLC (MSG Forum) allege as follows.

INTRODUCTION

1. This petition challenges the Legislature's decision to confer special privileges on Real Party in Interest Murphy's Bowl LLC (Murphy's Bowl) regarding the construction of a new sports and entertainment venue for the Los Angeles Clippers in the City of Inglewood, in violation of the California Constitution. In order to protect and preserve California's environment, California's environmental laws establish requirements that all significant new developments must satisfy. The Legislature, however, enacted Assembly Bill No. 987 (AB 987)[1] to exempt a single private party's proposed basketball arena from full compliance with those environmental laws. AB 987 by its terms applies solely to a single development project: the construction of *one* specific arena in *one* designated location for *one* particular entity—the Los Angeles Clippers National Basketball Association franchise. With respect to this project, AB 987 undermines the robust environmental protections that California law would ordinarily provide to the residents of Inglewood and neighboring communities. AB 987 also strips the judiciary of any power to review Murphy's Bowl's eligibility for these privileges, while reserving that power for one of the Legislature's own committees. As set forth in detail below, AB 987 violates the California Constitution in multiple respects: It is invalid "special" legislation under clearly established California Supreme Court precedent; it grants the Legislature power reserved for the executive and judicial branches; and it curtails the judiciary's constitutional jurisdiction to review executive action in favor of review by a single legislative committee, violating the Constitution's separation of powers. The Court should issue a writ of mandate to prevent the further implementation of this unconstitutional statute.

2. Murphy's Bowl seeks to construct an arena in the City of Inglewood to serve as the new home for the Los Angeles Clippers, among other purposes. Like other significant new developments in California that involve discretionary decisions by local, regional, and state

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[1] Cal. Envtl. Quality Act: Sports and Entm't Project, Assemb. B. 987, 2018 Legis. Sess. (Cal. 2018).

agencies, the City of Inglewood and Murphy's Bowl must comply with the California Environmental Quality Act (CEQA). Cal. Pub. Res. Code §§ 21000 et seq. As required by CEQA, a "lead agency"—here the City of Inglewood—must prepare, publish, and seek public input on an Environmental Impact Report (EIR) for the project.

3. Full compliance with CEQA, which requires both the input of multiple public agencies and the participation of the public, is critical to achieving the statute's important purpose of informing decision makers and the public about the environmental effects of significant developments prior to government agencies approving those developments. In so doing, CEQA helps hold decision makers accountable for actions that could have long-term and far-reaching environmental effects. CEQA contains a generally applicable framework for judicial review of EIRs, Cal. Pub. Res. Code §§ 21167-21168.5, and judicial review of those decisions helps ensure the faithful implementation of the statute's goals. Judicial review of EIRs is commonplace for major development projects and is typically a lengthy process because of the numerous and sometimes difficult environmental issues involved.

4. In addition to the general CEQA statute, the Legislature also enacted legislation, known as the Jobs and Economic Improvement Through Environmental Leadership Act of 2011 (AB 900), designed to streamline judicial review of certain types of projects subject to CEQA. This category of projects, known as Environmental Leadership Development Projects (ELDPs), were deemed beneficial to the State such that the Legislature has directed that the judicial review process for such projects be expedited. *See* Cal. Pub. Res. Code §§ 21178-21189.3. Under AB 900, any developer may apply to the Governor to determine if the developer's project meets the specific criteria established by AB 900 and have its project certified as an ELDP. If the Governor certifies that a project meets the required environmental and economic standards, the judicial review of any CEQA challenges may be expedited in various ways. *See* Cal. Pub. Res. Code § 21168.6.8(f); Cal. R. Ct. 3.2221, 3.2227.

5. Even though CEQA thus provides a generally applicable framework for judicial review of projects subject to CEQA, and AB 900 provides a generally applicable framework for expediting judicial review of projects meeting criteria established by AB 900, the Legislature

enacted separate legislation to grant even greater benefits to one specific developer: Murphy's Bowl. AB 987 by its terms applies exclusively to a single project that will be built on a specific plot of land in Inglewood, and AB 987's language, structure, and legislative history leave no doubt that this project is the construction of a new arena at a specific location for the Clippers. In many ways, AB 987 is similar to AB 900. For example, both statutes attempt to expedite judicial review of any challenge to a covered project's EIR so that it is completed within 270 days. *See* Cal. Pub. Res. Code §§ 21185, 21168.6.8(f). But AB 987 also provides the Clippers' project with privileges not enjoyed by ELDPs under AB 900. Most prominently, AB 987 lowers the environmental and other standards that the Clippers' project would otherwise have to meet to be certified as an ELDP under AB 900. For example, AB 900 requires that a project achieve a "15-percent greater standard for transportation efficiency than for comparable projects"—essentially, that a greater number of visitors to the completed project will arrive through carpooling and mass transit—at the time the project facility opens. *Id.* § 21180(b)(1). Under AB 987, on the other hand, the Governor can certify the Clippers' project if it will achieve that standard by *2030*, and requires only that a 7.5% reduction be achieved by completion of the first Clippers' basketball season. *Id.* § 21168.6.8(a)(3)(B).

6. AB 987 eliminates all judicial power to review the Governor's decision to certify the Clippers' project. *See id.* § 21168.6.8(c)(2)(A) (Governor's certification "findings are not subject to judicial review"). In place of judicial review, the Legislature provided one of its own *committees* with the sole power to review (and veto, if it chooses) the certification decision—without the protections that accompany judicial proceedings. *See id.* § 21168.6.8(c)(2)(B)(i) (directing Governor to "submit [certification] determination, and any supporting information, to the Joint Legislative Budget Committee for review and concurrence or nonconcurrence").

7. The Governor certified the Clippers' project under AB 987 on December 11, 2019. The proposed project, however, falls far short of satisfying even AB 987's comparatively lax standards. For example, the evidence submitted during the certification process demonstrates clearly that the Clippers' project will *never* achieve the "15-percent greater standard for transportation efficiency" that AB 987 requires; nor will it achieve the statutorily mandated 7.5%

reduction before the end of the first Clippers' basketball season. If the Clippers' project proceeds in its current form, it will inflict severe traffic congestion, pollution, and many other harms on Inglewood and its residents.

8. AB 987 is unconstitutional for at least three reasons. First, over 100 years ago, the People of California determined that the Legislature would not be allowed to use legislation to grant special privileges to a select few, and expressly prohibited in the California Constitution the enactment of any "special statute" where a "general statute can be made applicable." *See* Cal. Const. art. IV, § 16. AB 987 is indisputably a "special statute." It was enacted even though CEQA contains a generally applicable statutory framework for judicial review, and even though AB 900 is a generally applicable statute providing for streamlined judicial review for a variety of qualifying projects. Thus, not only *can* a general statute be "made applicable" within the meaning of the constitutional prohibition, the Legislature already *has* enacted such statutes. The Legislature nonetheless enacted AB 987 as special, one-off legislation for the benefit of a single private party. AB 987 is accordingly unconstitutional under well-established California Supreme Court precedent.

9. Second, the California Constitution prohibits the Legislature's attempt to protect the Clippers by insulating the Governor's certification from judicial challenges. The California Constitution allocates original jurisdiction to the superior courts, the courts of appeal, and the Supreme Court. *See* Cal. Const. art. VI, § 10. The "Legislature is not free to defeat or impair that jurisdiction," *see Gerawan Farming, Inc. v. Agricultural Labor Relations Board*, 247 Cal. App. 4th 284, 294 (2016), including by exempting executive fact finding from judicial review, *see People v. Tenorio*, 3 Cal. 3d 89, 93 (1970). AB 987, however, unlawfully insulates the Governor's certification findings from judicial review. *See* Cal. Pub. Res. Code § 21168.6.8(c)(2)(A) (providing that the Governor's "determination that each of the conditions specified" for streamlined judicial review are satisfied is "not subject to judicial review"). This jurisdiction stripping also renders AB 987 unconstitutional.

10. Third, the Legislature's attempt to empower one of its committees, the Joint Legislative Budget Committee, to review the Governor's determination in lieu of judicial review

is also unconstitutional. The California Constitution vests all "legislative power" in "the California Legislature," reserving for the executive and judicial branches the powers to "faithfully execut[e]" the law and to interpret it. Cal. Const. art IV, § 1; *Bodinson Mfg. Co. v. Cal. Emp't Comm'n*, 17 Cal.2d 321, 326 (1941). The Legislature cannot assign to itself core judicial or executive functions, *Carmel Valley Fire Protection Dist. v. California*, 25 Cal. 4th 287, 298 (2001), nor can it limit the jurisdiction of the courts, *Yuba River Power Co. v. Nev. Irrigation Dist.*, 207 Cal. 521, 524-25 (1929). AB 987 interferes with these well-established separation of powers principles by assigning a core judicial function (review of the Governor's determination of project eligibility) to the Legislature while stripping from the courts any power to review such a determination. Cal. Pub. Res. Code § 21168.6.8(c)(2). Further, even with respect to legislative matters, only the Legislature as a whole can wield legislative power—it cannot be delegated to a subsidiary body. *See Cal. Radioactive Materials Mgmt. Forum v. Dep't of Health Servs.*, 15 Cal. App. 4th 841, 872 (1993) ("[T]he Legislature cannot constitutionally delegate legislative authority to one house and certainly cannot delegate its authority to a committee."). AB 987, however, allows for legislative *committee* review of the Governor's certification decision. Cal. Pub. Res. Code § 21168.6.8(c)(2)(B)(i). Therefore, even if it were a proper exercise of the "legislative power" for the Legislature to reserve the power to veto the Governor's determination—itself a constitutionally dubious proposition—that power cannot be exercised by a legislative committee, as AB 987 provides. Worse still, in this case, the purported power to concur with or veto the Governor's determination was actually exercised by a single member of the committee, not even the committee itself. AB 987 is unconstitutional for these reasons as well.

11. This petition seeks (i) a writ of mandate to compel the Governor to withdraw his certification of the Clippers' project under AB 987 and (ii) a declaration that AB 987 is unconstitutional for the reasons set forth in this petition.

PARTIES TO THIS PROCEEDING

12. Plaintiff and Petitioner Saulo Eber Chan is a resident of the City of Inglewood.

13. Plaintiff and Petitioner MSG Forum, LLC, is, and at all times mentioned herein was, a Delaware limited liability company. Petitioner operates the Forum, a 17,800-seat multi-

purpose indoor arena, located at 3900 West Manchester Boulevard, Inglewood, CA, 90305. MSG Forum has invested over $120 million in purchasing and rehabilitating the Forum, and it is now one of the top concert venues nationally.

14. Defendant and Respondent Gavin C. Newsom is the Governor of the State of California. Governor Newsom is sued in his official capacity. Governor Newsom resides in the County of Sacramento.

15. Defendant and Respondent the Joint Legislative Budget Committee is a joint standing committee of the California State Legislature. The Joint Legislative Budget Committee resides in the County of Sacramento.

16. Real Party in Interest Murphy's Bowl is a Delaware limited liability company with its principal place of business in Bellevue, Washington. Murphy's Bowl is the development entity seeking to construct a new basketball and entertainment center in the City of Inglewood, to serve as the new home of the LA Clippers National Basketball Association (NBA) franchise and for other uses.

JURISDICTION AND VENUE

17. This Court has jurisdiction over the causes of action asserted in this Petition and Complaint pursuant to the California Constitution Article VI, section 10, and Code of Civil Procedure sections 410.10, 1060, 1085, and 1103.

18. Venue in this Court is proper because Defendants/Respondents are public officers and this Court sits in the county in which the cause arose. *See* Cal. Civ. P. Code § 393.

19. This Court has personal jurisdiction over Murphy's Bowl because it has purposefully availed itself of California's benefits and the controversy at issue arises out of its contacts with California.

GENERAL ALLEGATIONS

A. CEQA

20. CEQA is a comprehensive legislative scheme designed to protect and preserve California's environment. *See* Cal. Pub. Res. Code § 21000 *et seq.* CEQA is founded on the principle that "the maintenance of a quality environment for the people of this state now and in the

future is a matter of statewide concern." *Id.* § 21000(a). The California Legislature enacted CEQA to achieve four related goals: to "(1) inform the government and public about a proposed activity's potential environmental impacts; (2) identify ways to reduce, or avoid, environmental damage; (3) prevent environmental damage by requiring project changes via alternatives or mitigation measures when feasible; and (4) disclose to the public the rationale for governmental approval of a project that may significantly impact the environment." *Union of Med. Marijuana Patients, Inc. v. City of San Diego*, 7 Cal. 5th 1171, 1184-85 (2019) (quoting *Cal. Bldg. Indus. Ass'n v. Bay Area Air Quality Mgmt. Dist.*, 62 Cal. 4th 369, 382 (2015)).

21. The chief tool CEQA uses to accomplish these goals is the EIR. "CEQA requires an EIR whenever a public agency proposes to approve or to carry out a project that may have a significant effect on the environment." *See Laurel Heights Improvement Ass'n v. Regents of Univ. of Cal.*, 47 Cal. 3d 376, 390 (1988). The EIR must be complete before the agency can "approv[e] the project." *Id.* at 391. The agency responsible for approving or carrying out the project is known as the "lead agency." Cal. Pub. Res. Code §§ 21067, 21151. The lead agency is also responsible for preparing or contracting out the preparation of the EIR. *Id.* § 21151(a). The EIR must accurately describe the proposed project, analyze any expected environmental impacts, identify mitigation measures to reduce those impacts, and evaluate alternatives to the proposed project. Because the EIR must be certified by public officials, the EIR "protects not only the environment but also informed self-government." *Sierra Club v. Cty. of Fresno*, 6 Cal. 5th 502, 512 (2018) (quoting *Laurel Heights Improvement Ass'n*, 47 Cal. 3d at 392). It is also "paramount" that the lead agency "consider[] [the] public interests" as expressed through public participation before the agency. *See County of Inyo v. Yorty*, 32 Cal. App. 3d 795, 810 (1973). Only in this way can CEQA's purposes be fulfilled and the public, "[b]eing duly informed, can respond accordingly to action with which it disagrees." *Laurel Heights*, 47 Cal. 3d at 392.

22. To ensure that the lead agency adequately assesses environmental impacts and discusses mitigation and reasonable alternatives, the Legislature made EIRs judicially reviewable to determine whether the agency has "proceeded in a manner required by law" and whether the agency's determination is "supported by substantial evidence." *Vineyard Area Citizens for*

Responsible Growth, Inc. v. City of Rancho Cordova, 40 Cal. 4th 412, 426 (2007); *see also, e.g.*, *Cal. Clean Energy Comm'n v. City of Woodland*, 225 Cal. App. 4th 173, 210 (2014) (EIR deficient because "it does not assess or consider mitigation for transportation energy impacts"); *City of Santee v. Cty. of San Diego*, 214 Cal. App. 3d 1438, 1455 (1989) (EIR deficient because "the analysis of the project alternatives and mitigation measures is incomplete").

23. CEQA provides a generally applicable framework for judicial review of an EIR. Cal. Pub. Res Code § 21167.1(a). That framework, among other things, establishes various statutes of limitations, briefing deadlines, and procedures for the preparation of the record that a court will review. *See, e.g., id.* §§ 21167, 21167.4, 21167.6. With respect to the record, the generally applicable CEQA framework "provides flexibility as to how the record of proceedings is prepared." *Coalition for Adequate Review v. City and Cty. of San Francisco*, 229 Cal. App. 4th 1043, 1051 (2014). A petitioner challenging an EIR under this framework may choose from among three options when preparing the record of proceedings. The petitioner may: (1) let the lead agency prepare the record of proceedings, (2) prepare the record of proceedings itself, or (3) agree with the other parties on an alternative method of preparation. *See* Cal. Pub. Res. Code § 21167.6(b). Records produced by the lead agency are frequently incomplete, and so frustrate judicial review. *See, e.g., Mejia v. City of Los Angeles*, 130 Cal. App. 4th 322 (2005) (agency-prepared record was incomplete). And occasionally, agency-prepared records suffer from other deficiencies. *See, e.g., Citizens for Ceres v. Superior Court*, 217 Cal. App. 4th 889 (2013) (agency-prepared record included documents allegedly protected by attorney-client privilege and attorney work product doctrine). Thus, a petitioner's ability to assemble the record is a valuable procedural right.

24. In 2011, the Legislature enacted a framework for streamlined judicial review of EIRs for a general class of significant projects. That framework is established under AB 900. *See* Cal. Pub. Res. Code §§ 21178-21189.3. The California Legislature enacted AB 900 "to provide unique and unprecedented streamlining benefits under the California Environmental Quality Act for projects" that both generate jobs and provide opportunities to implement innovative environmental protection mechanisms. *Id.* § 21178.

25. The projects that qualify for and may take advantage of AB 900's streamlined review process are known as ELDPs. There are three types of ELDPs. Most relevant for this case is an Entertainment Project—a "residential, retail, commercial, sports, cultural, entertainment, or recreational use project." *Id.* § 21180(b)(1).

26. To qualify for AB 900's streamlined review, an Entertainment Project must satisfy certain conditions. The California Air Resources Board (CARB) must determine that the project "does not result in any net additional emission of greenhouse gases." *Id.* § 21183(c). The project must also "result in a minimum investment of one hundred million dollars in California upon completion of construction," and create certain high-wage jobs. *Id.* § 21183(a), (b). And the Entertainment Project must also be "certified as LEED gold or better by the United States Green Building Council" and must "achieve[] a 15-percent greater standard for transportation efficiency than for comparable projects." *Id.* § 21180(b). If the Governor finds that the necessary conditions are satisfied, he may "certify" the Entertainment Project as an ELDP, thereby rendering it eligible for AB 900's streamlining benefits. *Id.* § 21182.

27. AB 900's streamlining benefits for certified ELDPs are significant. Challenges under CEQA to AB 900-certified projects, "including any potential appeals therefrom," must "be resolved, to the extent feasible, within 270 days of the filing of the certified record of proceedings with the court." *Id.* § 21185. The plaintiff in a CEQA challenge ordinarily is allowed to prepare the record of the proceedings, *id.* § 21167.6(b), but under AB 900, the lead agency is responsible for preparing the record "concurrently with the administrative process" and may therefore mold the record to best support its EIR, *id.* § 21186(a). The judicial proceedings themselves are also expedited in numerous respects. *See* Cal. R. Ct. 3.2220-3.2231. For example, briefing on the CEQA challenge occurs on an expedited schedule. *Id.* at 3.2227. A failure to comply with that briefing schedule may trigger unusually severe penalties, such as dismissal. *Id.* at 3.2221. As such, eighteen project developers have utilized the AB 900 process since it was enacted, including for such projects as the Golden State Warriors' arena in San Francisco and the Apple Campus 2 in Cupertino.

28. AB 900 was originally set to sunset on January 1, 2015, and to confer benefits only

on projects certified before June 1, 2014. *See* Cal. Pub. Res. Code §§ 21189.1, 21189.3 (2012). The law has been re-enacted multiple times, however, and is currently scheduled to sunset on "January 1, 2021 . . . unless a later enacted statute extends or repeals that date." Cal. Pub. Res. Code § 21189.3. Under the present statute, a project must have been certified by January 1, 2020, in order to enjoy the streamlining advantages. *Id.* § 21181. Despite other developers' successful use of AB 900, Murphy's Bowl chose not to avail itself of AB 900 but instead sought special legislation for its private benefit.

B. AB 987

29. Even though CEQA already provides a generally applicable framework for judicial review and AB 900 provides an effective, generally applicable exception triggering streamlined procedures for qualifying projects, in late 2018, at the request of Murphy's Bowl and the City of Inglewood, the Legislature enacted AB 987 to grant streamlined benefits to one particular project. AB 987's text makes clear that the statute exists to confer a special benefit on *one* and only *one* specific project: construction of the Los Angeles Clippers' new arena in Inglewood.

30. The legislative record leaves no doubt that AB 987 is a special statute for the benefit of the Clippers. For example, AB 987 is codified under a title that begins "Authorization for Governor to certify *specified* sports and entertainment project in City of Inglewood." *See* Cal. Pub. Res. Code § 21168.6.8 (emphasis added). AB 987 explicitly applies solely to an "18,000 to 20,000 seat arena" built to host NBA "basketball games and other spectator events," along with associated structures like a practice facility, a sports medicine clinic, retail space, and a hotel. *Id.* § 21168.6.8(a)(2), (3), (5). AB 987 defines the area in which that project is to be constructed by reference to specific assessor parcel numbers, streets, and intersections in Inglewood. *Id.* § 21168.6.8(a)(5). It is unmistakable on the face of AB 987 that the statute exists for the sole purpose of benefiting the Clippers.

31. Although the text of AB 987 does not explicitly admit as much, its legislative history does so repeatedly. For example, AB 987's author identified the bill's beneficiary as the "Los Angeles Clippers NBA basketball team." *See* Assemb. B. 987 (Version: June 7, 2018) Before the Cal. S. Judiciary Comm. R. (June 26, 2018); *see also* Assemb. B. 987 (Version: June 7, 2018)

Before the Cal. S. Comm. on Envt'l Quality (June 20, 2018) (mentioning the Los Angeles Clippers by name); Assemb. B. 987 (Version: August 27, 2018) Before the Cal. Assem. Comm. on Nat. Res. (August 31, 2018) (same).

32. Although it is reserved solely for the Clippers' project, numerous components of AB 987 mirror AB 900. Like AB 900, AB 987 provides for expedited CEQA review upon the Governor's certification of the Clippers' project. And, as under AB 900, the Clippers' project must satisfy certain conditions to be eligible for the Governor's certification under AB 987. Cal. Pub. Res. Code § 21168.6.8(c)(2)(A). A number of those conditions are substantively identical to the conditions set forth in AB 900. For instance, the Governor must find that the Clippers' "project will result in a minimum investment of one hundred million dollars . . . in California upon completion of construction," and that the Clippers' project will create certain high-wage jobs. *Id.* § 21168.6.8(b)(1), (2)(A). The CARB must also determine that the Clippers' project will "not result in any net additional emission of greenhouse gases." *Id.* § 21168.6.8(b)(3). Others, as noted, are unique to the Clippers project—*i.e.*, whereas an AB 900 project *may* ultimately host NBA games, AB 987 applies *only* to a project that will host NBA games. *See id.* § 21168.6.8(a)(2).

33. As compared to AB 900, however, AB 987 lightens the burden for the Clippers' project in two important respects. First, whereas under AB 900 a comparable project must be certified as LEED Gold[2] from the outset, *id.* § 21180(b)(1), AB 987 gives the Clippers' project until one year after "the completion of the first NBA season" to obtain LEED Gold certification, *id.* § 21168.6.8(a)(3)(A). Second, whereas under AB 900 a comparable project must propose to immediately achieve "a 15-percent greater standard for transportation efficiency than for comparable projects," *id.* § 21180(b)(1), under AB 987 the Clippers' project must only achieve a "7.5-percent" improvement "by the end of the first NBA season," and a "15-percent" improvement "not later than January 1, 2030," *id.* § 21168.6.8(a)(3)(B). These are material advantages that would enable the Clippers to construct and operate their arena more quickly and inexpensively than similarly situated developers and without comparable environmental benefit and oversight.

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[2] The Leadership in Energy and Environmental Design (LEED) is a green building certification program. A LEED Gold certification is the second highest of four possible certifications that the United States Green Building Council will award to a commercial development.

34. AB 987 expressly precludes judicial review of the Governor's certification decision. *Id.* § 21168.6.8(c)(2) (Governor's certification findings "not subject to judicial review"). In lieu of judicial review, the statute provides for review by the Joint Legislative Budget Committee, which has 30 days in which to "concur[]" or "nonconcur[]" in the Governor's decision. *Id.* § 21168.6.8(c)(2)(B).

35. There was significant controversy surrounding AB 987's enactment. The Legislature touted the City of Inglewood's minority population as a basis to justify AB 987. *See* AB 987, ch. 961, § 2, 2018 Cal. Legis. Serv. 6363, 6369 (West) (purporting to justify the "special statute" on the basis that "the City of Inglewood" has "the largest minority population in the United States"). But there was in fact significant opposition from this part of the Inglewood community. As AB 987's legislative history notes, over "3,000 low income African American and Latino residents will be directly impacted" by construction of the Clippers' arena because of how close the arena will be to their homes. Assemb. B. 987 (Version: June 7, 2018) Before the Cal. S. Judiciary Comm. R.(June 26, 2018). Many of Inglewood's minority residents signed petitions objecting to the new Clippers arena, protested at City Council meetings, and voiced their opposition at a press conference held by the Clippers. *Id.* Ultimately, as the legislative history reflects, these residents felt that they were "ignored by the Mayor, the City Council and the Clippers," who charged ahead with the bill notwithstanding the community's objections. *Id.*

36. The legislative history establishes that there was no demonstrated need for AB 987. The Senate Committee on Environmental Quality noted that "other sports venues have abided by CEQA and still were able to successfully build stadiums and arenas." *See* Assemb. B. 987 (Version: June 7, 2018) Before the Cal. S. Comm. on Envt'l Quality (June 20, 2018). That Committee further noted that the Clippers have a lease to play at the Staples Center in downtown Los Angeles through 2024, which would afford plenty of time to use established CEQA processes proceeding on a normal timeline. *Id.* In light of those considerations, the Senate Committee on Environmental Quality suggested that the Legislature "may wish to consider whether this bill is prudent" or whether it might be "more appropriate" for the Clippers' project to go through the AB 900 process. *Id.* Echoing that sentiment, the Senate Judiciary Committee noted that AB 900

"provides for expedited review under an established framework that lacks many of the infirmities" of AB 987. *See* Assemb. B. 987 (Version: June 7, 2018) Before the Cal. S. Judiciary Comm. R. (June 26, 2018).

37. The Legislature brushed aside these concerns and enacted AB 987, justifying its action as follows: "The Legislature finds and declares that a special statute is necessary and that a general statute cannot be made applicable within the meaning of Section 16 of Article IV of the California Constitution because of the unique circumstances of the construction of a major new sports venue in the City of Inglewood, a city with the largest minority population in the United States, which will provide essential economic stimulus."

38. As noted, an AB 987 certification confers similar advantages on the Clippers' project as an AB 900 certification would have without requiring the Clippers to establish that their project will provide the same environmental and economic benefits that AB 900 would have demanded. The Legislature, however, never identified what "unique circumstances" warrant this special treatment for the Clippers' project. Although the Legislature cited Inglewood's large minority population, and the possibility that the new sports and entertainment venue might provide an economic stimulus, the Legislature never explained why either factor justifies exempting this project from the prerequisites to certification under AB 900. There does not appear to be any legitimate reason why the presence of a minority community would mean that environmental goals to protect that community should be reduced. The Legislature also did not explain, and nor is it apparent, why the Clippers would have been unable to comply with the relevant AB 900 conditions that apply to other projects or why the City of Inglewood is uniquely less deserving of the protections that those conditions afford. *See supra* ¶ 36.

39. AB 900's sunset also does not present a legitimate reason for AB 987's enactment. The Clippers announced their arena project in Inglewood in June 2017. Because the Clippers' lease at the Staples Center does not expire until 2024, there was ample time for the Clippers to proceed by way of the general and standard process established by CEQA. Even assuming, however, that the Clippers believed that streamlined CEQA review was necessary, the Clippers could have proceeded under AB 900 by applying in 2017 or 2018 or 2019. And even if the

Legislature or the Clippers determined that, for whatever reason, there was insufficient time to proceed under AB 900 prior to its sunset date, the Legislature could simply have extended AB 900, as it has done multiple times before.

C. The Clippers' Project And Its Impacts

40. The Los Angeles Clippers currently play at the Staples Center, but their lease terminates at the end of 2024. In June 2017, Inglewood publicly announced its plan to enter into an exclusive negotiating agreement with Murphy's Bowl for Murphy's Bowl to construct and operate an arena on the southeast corner of Century Boulevard and Prairie Avenue in Inglewood.

41. Mr. Chan and MSG Forum, through its ownership and operation of the Forum, are longtime members of the Inglewood community and have significant concerns about the Clippers' project. The Clippers' arena would be approximately 1 mile from Mr. Chan's home and less than 1.5 miles from the Forum. The Clippers' project will substantially increase traffic in the area, increase pollution, and cause other quality of life issues in Inglewood. Mr. Chan does not want to be exposed to these deleterious effects. Likewise, for these and other reasons, the Clippers' arena will harm the operations of the Forum.

42. In the summer of 2017, Murphy's Bowl/the Clippers apparently determined that the benefits of AB 900 were not sufficient and announced its support for SB 789—special legislation that would have, among other things, abbreviated and limited the CEQA process for one project and one project only, the Clippers' proposed arena in Inglewood, and conferred other benefits on the Clippers. Despite the Clippers' lobbying efforts, the bill died in the Legislature in September 2017. The Clippers elected not to proceed under AB 900.

43. Undeterred by the defeat of SB 789, in June 2018, the Clippers and Inglewood announced their support for AB 987. The Clippers and Inglewood actively lobbied for AB 987 throughout its consideration in the Legislature until the bill was enacted in late-September 2018. The Clippers again elected not to proceed under AB 900.

44. In early January 2019, the Clippers (through Murphy's Bowl) submitted their application for certification under AB 987 to the Governor's Office of Research and Planning (the "Inglewood Basketball and Entertainment Center Project AB 987 Application").

45. The Governor issued his determination to certify the Clippers' project on December 11, 2019, and a single member of the Joint Legislative Budget Committee "concurred" with that certification on December 20, 2019—without the Committee even convening a meeting.

46. The certification decision and record of materials submitted in the certification proceedings demonstrate clearly that AB 987's requirements were not met. For example, AB 987 requires certification that "[t]he project creates high-wage, highly skilled jobs that pay prevailing living wages," that it creates "construction jobs and permanent jobs for Californians," and that it "helps reduce unemployment." Cal. Pub. Res. Code § 21168.6.8(b)(2). The certification decision's only apparent "finding" related to these requirements is that the "prevailing and living wage requirements of Public Resources Code 21168.6.8(b)(2) will be satisfied." There was, however, no evidence supporting that finding, and the certification decision did not address the creation of permanent jobs or the reduction of unemployment.

47. Similarly, although AB 987 "requires a transportation demand management program that . . . will achieve and maintain a 15-percent reduction in the number of vehicle trips" by 2030, Cal. Pub. Res. Code § 21168.6.8(a)(3)(B), the evidence shows that the Clippers' project as currently certified will *never* achieve that reduction or the 7.5% reduction that the statute requires by the end of the Clippers' first basketball season. Yet, there is no recourse to challenge such errors in the certification process because AB 987, on its face, precludes judicial review.

48. There is, however, evidence that the Clippers' project as certified will cause substantial harm to Inglewood and its residents. The City of Inglewood has stated that the City is "transit starved." Yet the proposed Clippers' arena will add over 3 million trips a year to the local street system in an already congested neighborhood, all without an effective transportation demand management program in place. Inglewood is likely to suffer severe gridlock if the project as certified is the one that is constructed. The Clippers' project also appears poised to generate several hundred thousand metric tons of greenhouse gas emissions without offsetting those emissions. Mr. Chan, the Forum, and the residents of Inglewood should not suffer environmental impacts just so Murphy's Bowl/Clippers can construct an arena more quickly and inexpensively.

/ / /

CAUSES OF ACTION

49. Based on the allegations herein, the following causes of action are alleged.

FIRST CAUSE OF ACTION

(Violation of Cal. Const. art IV, § 16)

50. The foregoing allegations are incorporated by reference.

51. The California Constitution provides that a "local or special statute is invalid in any case if a general statute can be made applicable." Cal. Const. art IV, § 16(b).

52. A statute is "special" if it "confers particular privileges . . . upon a class of persons arbitrarily selected from the general body of those who stand in precisely the same relation to the subject of the law." See *Serve Yourself Gasoline Stations Ass'n v. Brock*, 39 Cal. 2d 813, 820 (1952).

53. AB 987 is a special statute. The Los Angeles Clippers and its affiliate Murphy's Bowl were hand-picked from a class of entities who construct comparable projects and who stand in precisely the same relation regarding judicial review of an EIR. Indeed, the Legislature expressly declared AB 987 to be a "special statute" when it enacted it. AB 987, ch. 961, § 2, 2018 Legis. Serv. 6363, 6369 (West) ("The Legislature finds and declares that a special statute is necessary and that a general statute cannot be made applicable within the meaning of Section 16 of Article IV of the California Constitution . . . .").

54. CEQA is a general statute that is readily applicable to the Clippers' project. *Cf. Ventura Cty. Harbor Dist. v. Bd. of Supervisors of Cty. of Ventura*, 211 Cal. 271, 279 (1930) (describing "Code of Civil Procedure" as general statute). And another general statute—AB 900—confers the benefit of streamlined proceedings on projects comparable to the Clippers'. That is, for "retail, commercial, sports, cultural, entertainment, or recreational use" projects, such as the Clippers' project, AB 900 provides for streamlined judicial review of EIR challenges upon certification by the Governor that certain conditions are satisfied.

55. Where, as here, a "special statute" is layered on top of a pre-existing applicable "general statute," the special statute is *per se* invalid. *See Harbor Dist. v. Bd. of Supervisors*, 211 Cal. 271, 278 (1930) ("[I]n no instance have we found that, where a general law fully applicable

and complete on the subject is in existence, a special law has been upheld."); *White v. Church*, 185 Cal. App. 3d 627, 631 (1986) (same).

56. To the extent the Legislature's purposes are relevant, none can save AB 987 from constitutional infirmity. There is simply no justification for enacting this special statute. While the Legislature said that there were "unique circumstances" involved, that it desired "economic stimulus," and that Inglewood has "the largest minority population in the United States," AB 987, ch. 961, § 2, 2018 Cal. Legis. Serv. 6363, 6369 (West), those wholly conclusory statements cannot support enactment of a special statute. *See Consol. Printing & Publ'g Co. v. Allen*, 18 Cal. 2d 63, 70-71 (1941) (determining a special law unconstitutional when no special circumstances justified the law); *Cullen v. Glendora Water Co.*, 113 Cal. 503, 515-16 (1895) (same).

57. AB 987 is *per se* invalid, and is in any event not supported by any constitutionally sufficient justification for a special statute.

SECOND CAUSE OF ACTION

(Violations of Cal. Const. art. III, § 3; art. VI, §§ 6, 10)

58. The foregoing allegations are incorporated by reference.

59. Article III of the California Constitution provides for the separation of the "legislative, executive, and judicial" powers of the state government. Cal. Const. art. III, § 3. Article VI of the California Constitution provides that the "judicial power of this State is vested in the Supreme Court, courts of appeal, and superior courts, all of which are courts of record." *Id.* art. VI, § 1. Article VI also provides that "[t]he Supreme Court, courts of appeal, superior courts, and their judges have original jurisdiction in habeas corpus proceedings" and "in proceedings for extraordinary relief in the nature of mandamus, certiorari, and prohibition"; "Superior courts have original jurisdiction in all other causes." *Id.* art VI, § 10. "[W]here the judicial power of courts, either original or appellate, is fixed by constitutional provisions, the legislature cannot either limit or extend that jurisdiction." *See Chinn v. Superior Court*, 156 Cal. 478, 480 (1909).

60. The California Supreme Court has repeatedly held that no branch of government may "arrogate to itself the core functions of another branch" or "materially impair the inherent functions of another branch." *Carmel Valley Fire Protection Dist. v. State*, 25 Cal. 4th 287, 304

(2001), 29 Cal. 4th 616, 662 (2002).

61. AB 987 provides that the Governor's statutorily mandated "findings" in support of his certification decision "are not subject to judicial review." Cal. Pub. Res. Code § 21168.6.8(c)(2)(A).

62. AB 987 further provides the Legislature with the sole authority to review the Governor's findings in support of his certification decision. *Id.* § 21168.6.8(c)(2)(B).

63. AB 987's assignment of judicial authority to the Legislature and elimination of judicial review of the Governor's findings violates the California Constitution. *See People v. Tenorio*, 3 Cal. 3d 89, 93 (1970) (invalidating statute that allowed prosecutors to exercise power "in a totally arbitrary fashion" as an unlawful "concentration of power in the executive . . . to be exercised . . . without possibility of judicial review").

THIRD CAUSE OF ACTION

(Violation of Cal. Const. art IV, § 1, 8, subd. (b))

64. The foregoing allegations are incorporated by reference.

65. The California Constitution provides that the "legislative power of this State is vested in the California Legislature which consists of the Senate and Assembly, but the people reserve to themselves the powers of initiative and referendum." Cal. Const. art IV, § 1. "The Legislature may make no law except by statute and may enact no statute except by bill." *Id.* § 8(b)(1). Furthermore, "[n]o bill may be passed unless, by rollcall vote entered in the journal, a majority of the membership of each house concurs." *Id.* § 8(b)(3).

66. Under the California Constitution, "the Legislature cannot constitutionally delegate legislative authority to one house and certainly cannot delegate its authority to a committee." *Cal. Radioactive Materials*, 15 Cal. App. 4th at 872; *see also Carmel Valley Fire Protection Dist. v. State*, 25 Cal. 4th 287, 304 (2001) (noting it "would be unconstitutional if [a law] permitted a single house of the Legislature to suspend a departmental mandate without concurrence of both houses and presentment to the Governor").

67. AB 987 violates the California Constitution's separation of powers by subjecting the Governor's decision to certify the Clippers' project to review by the Joint Legislative Budget

Committee. Cal. Pub. Res. Code § 21168.6.8(c)(2)(B).

68. Here, a single member of the Joint Legislative Budget Committee exercised that purported review power, without even convening a meeting of the Committee—further offending California's separation of powers principles.

FOURTH CAUSE OF ACTION

(Code Civ. Proc. § 1060 (Declaratory Judgment))

69. The foregoing allegations are incorporated by reference.

70. AB 987 violates the California Constitution because it creates a special statute where a general statute can be made applicable, eliminates judicial review of the Governor's fact-finding when certifying the Clippers' project, and subjects the Governor's decision to certify the Clippers' project to review by the Joint Legislative Budget Committee.

71. It is appropriate that the court issue a declaratory judgment pursuant to Cal. Civ. Proc. Code § 1060 declaring that AB 987 violates the California Constitution's proscription on special statutes, Cal. Const. art IV, § 16, vesting of Legislative power in the full Legislature, Cal. Const. art IV, § 1, and vesting of original jurisdiction in the courts, Cal. Const. art VI, § 10.

PRAYER FOR RELIEF

WHEREFORE, Mr. Chan and MSG Forum respectfully pray for the following relief:

(1) A writ of mandate to compel the Governor to withdraw his certification of the Clippers' project under AB 987;

(2) A declaration that AB 987 is unconstitutional because it is an impermissible special statute and because it strips the courts of their power to review the Governor's actions while providing instead for review of those actions by one legislative committee;

(3) An order directing the recovery of costs of suit incurred herein from Defendants/Respondents and/or Real Party, jointly and severally; and

(4) Such other and further relief as this Court deems just and proper.

/ / /

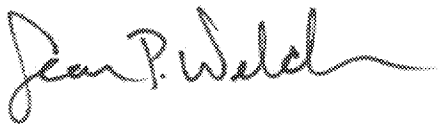
/ / /

/ / /

Dated: January 10, 2020

Respectfully submitted,

NIELSEN, MERKSAMER, PARRINELLO GROSS & LEONI, LLP
Arthur G. Scotland
Sean P. Welch
Kurt R. Oneto
Hilary J. Gibson

By: 

Sean P. Welch
Attorneys for Petitioners/Plaintiffs

VERIFICATION

I, Michael Fallon, declare:

I am Vice President Arena Operations [Title] of Petitioner and Plaintiff MSG Forum, LLC, and I am authorized to make this verification for Petitioner and Plaintiff. I have read the foregoing Petition for Writ of Mandate and Verified Complaint for Declaratory Relief and know the contents thereof. All the facts alleged therein are either true on my own personal knowledge, or I am informed and believe them to be true, and on that basis allege them to be true.

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

Executed this 9th day of January, 2020 at Inglewood, California

MICHAEL FALLON

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 11

Dear Governor Newsom,

I oppose the Clippers arena in Inglewood as the plan stands now, and I hope that you will deny their request for speeding up the process (Clearinghouse Tracking Number 2018021056). One of the biggest considerations in this ability is the reduction of gases from the project, both in our neighborhood and in the larger L.A. area. The Clippers are clearly trying to get away with doing the absolute minimum to reduce gases in our community. But that is the way they have been doing this. They did not meet with us before they announced their project and in the last 2 and ½ years it has been silence. Nothing about how big the project is. Is it 100,000 square feet or 1,000,000 square feet or more. Nothing about how many cars are going to be in the parking structures (which are right next to homes). We have no idea what the answers are. Isn't is kind of important to know this stuff before you say okay?

This is NOT the way to get community support for the arena, and it speaks to the way the Clippers have treated our community from the start. With disrespect.

I oppose the Clippers application for and hope that you will deny it until and unless they meet with the community, develop real plans and programs and agree to increase their commitment to reducing local emissions WITHIN our community.

Thank you for your consideration.

3620 W 102nd #48
Inglewood Calif 90303

BETTY FRICKS
Betty Fricks
Ronald Ross Sr. 323-481-2367
Ronald Ross Sr.

424-207-0185

Hello,

I am writing to voice concerns about the proposed Inglewood arena (#2018021056) and the application submitted by "Murphy's Bowl" for streamlining the CEQA process. It was my understanding that this arena would bring NEW jobs to Inglewood, but it seems like the plan is to just move the jobs from one area to another. Plus, these are low-paying concession jobs. Working a few nights a week for minimum wage is not what the law requires.

If this is true, then what are the benefits for us who live in the general area? We will face many drawbacks – pollution, noise, construction, crowds, and insane traffic. But what is the upside? Please remember that many residents do not have the money to attend professional basketball games. And not many of us will not get to play basketball so what real jobs are there? Make them tell you what are these big time jobs that can support a family.

This project has failed to live up to one of the main requirements laid out in the law. I know Mr. Ballmer is so rich it won't make a difference what we say. I hope that our new governor DENIES this application.

Thank you.

Ezequiel Martinez
10215 Doty Ave 90303
424-204-3704

Estimada oficina del gobernador,

Le escribo para pedirle que rechace la solicitud Centro de baloncesto y entretenimiento, de Inglewood, No. 2018021056.

Este proyecto hace un trabajo muy pobre cuando se trata de emisiones de gases de efecto invernadero. Uno de los principales argumentos a favor de la ley estatal fue que llevaría a los proyectos a realizar inversiones locales para reducir la cantidad de gases de efecto invernadero que emiten. Estas inversiones locales pueden ayudar a las comunidades proporcionando dinero y empleos. Sin embargo, el Centro de Baloncesto y Entretenimiento de Inglewood hace solo lo mínimo para reducir las emisiones de gases de efecto invernadero en el área de Inglewood. Están proporcionando energía solar para nuestros hogares. No. ¿Están ayudando a eliminar nuestros coches de gasolina? No. No están haciendo ninguna inversión real en nuestra comunidad para reducir estos gases. Realmente van a agregar mucho más tráfico y humo de automóviles a nuestra comunidad.

Esto no es lo que los partidarios de la ley anunciaban cuando pedían a las personas que apoyaran la ley.

Murphy´s Bowl y los Clippers pueden hacerlo mejor que esto. Ellos están tratando de hacer lo menos posible. Por favor, rechace esta solicitud o hágales hacer cosas reales en nuestra comunidad para que sea mejor para nosotros. Y haga que trabajen con nuestra comunidad antes de aprobar algo. Después de 2 años desde que anunciaron este proyecto, casi no se ha hablado con la comunidad. Todavía no sabemos realmente cuál es el proyecto. Imagínate 2 años y no tenemos ni idea. ¿Por qué? Porque el señor Ballmer sabe que el dinero compra lo que necesita en Sacramento.

Sinceramente,

Janae Clark
3655 W 105th St
Inglewood Ca
90303
(424)227-1191

Janae Clark

Dear Governor's Office,

I am writing to ask you to turn down the application for the Inglewood Basketball and Entertainment Center, No. 2018021056.

This project does a very poor job when it comes to greenhouse gas emissions. One of the main arguments in favor of the state law was that it would lead projects to make local investments to reduce the amount of greenhouse gas they emit. These local investments can help communities by providing money and jobs. However, the Inglewood Basketball and Entertainment Center does only the bare minimum to reduce greenhouse gas emissions in the Inglewood area. Are they providing solar for our homes. No. Are they helping to remove our gas cars. No. They are not making any real investment in our community to reduce these gases. They are really going to add a lot more traffic and car fumes to our community.

This is not what the supporters of law were advertising when they asked people to support the law.

Murphy's Bowl and the Clippers can do better than this. They are trying to do as little as possible. Please turn down this application or make them do real things in our community to make it better for us. And have them work with our community before you approve anything. After 2 years since they announced this project, there has been almost no talking to the community. We still don't really know what the project is. Imagine 2 years and we have no idea. Why? Because Mr. Ballmer knows that money buys what he needs in Sacramento.

Sincerely, Janee Clark

3655 W 105th St Inglewood CA 90305
(424) 227-1191

Dear sir,

Regarding AB 987 project number 2018021056, I ask that you reject the application for giving away our rights and letting them streamline the Inglewood Basketball and Entertainment Center.

This project is a bait and switch. It was advertised as a great job generator for our community, but it does not comply with the requirement to create high wage, highly skilled jobs that pay a living wage and employ a skilled and trained workforce. Instead, the project will just move mostly low skilled, low paid jobs from L.A. Live to Inglewood. Ninety percent of these jobs will be minimum wage jobs, and it will be the same people doing the jobs and are doing them today. We all know there are part time jobs, hired by a concession company. These are not jobs that can support a family. With all due respect, these are not the jobs our community needs and these are not the jobs we were promised by the sponsors and supporters of the law.

People in the Inglewood area would like to see brand new jobs in specialized fields, such as sports medicine, business management, marketing, and other careers. Unfortunately, those are not the jobs being proposed by the Clippers. They are concession workers, security guards, and cleaning people. And last I checked not many of us qualify for a position on the basketball team. Please make clear that California's laws must be followed and deny this application for a project that falls far short of what we were promised and the legal requirement.

Thank you,

(310)994 9815

Jemima Urban

Jael Urban Marin (310)920-4998

3627 W. 104ST #4.

Buen día,

Les escribo hoy porque estoy profundamente preocupado por el proyecto de la cancha de básquetbol en Inglewood (Proyecto # 2018021056). El proyecto no es solo un campo de básquetbol sino muchas otras cosas. Y no tenemos idea de cuán grande es este proyecto.

Me preocupa cómo este proyecto masivo afectará el vecindario y la calidad de vida en general en nuestro pequeño vecindario al lado de este gran proyecto. No somos una comunidad rica y no tenemos los medios para contratar expertos para responder estas preguntas, y los Clippers no están haciendo nada para ayudarnos. De hecho, parece que están tratando de ocultar los impactos dañinos del proyecto.

No hay una descripción en la aplicación acerca de cómo se verá esta enorme instalación, qué tan alta será, cuántos autos vendrán a ella, ni siquiera los metros cuadrados del plan. No creo que sea posible evaluar los impactos de este gran proyecto sin esta información básica. Estoy especialmente preocupado porque este proyecto se ubicará inmediatamente al lado de las casas y apartamentos. Los niños, las personas mayores y otras personas respirarán el humo de miles de automóviles casi todos los días. La idea de que mucha gente vendrá en autobús es una tontería. Hoy tenemos problemas para llegar a nuestros hogares cuando el Forum tiene un concierto. El tráfico está respaldado a lo largo de las praderas y otras calles durante mucho tiempo.

Espero que el Gobernador rechace la solicitud de este proyecto hasta que sepamos más sobre lo que los Clippers están tratando de construir en nuestro vecindario. Por favor asegúrese de que los Clippers respondan estas preguntas. Y danos tiempo para ver las respuestas y hacer preguntas. Vas a afectar nuestros derechos. Con suerte, nos incluirás en ese proceso. Los residentes de nuestro vecindario donde se va a atascar este gran proyecto tienen derecho a saberlo.

Gracias.

JESUS SANTANA

3408 104 ST.

INGLEWOOD CA

90303

TEL 310 672 8607

Good day,

I am writing to you today because I am deeply concerned about the basketball arena project in Inglewood (Project # 2018021056). The project is not just a basketball arena but a lot of other things. And we have no idea how big this project is.

I am worried about how this massive project will impact the neighborhood and general quality of life in our little neighborhood right next to this big project. We are not a rich community and we don't have the means to hire experts to answer these questions, and the Clippers are not doing anything to help us. In fact, it looks like they are trying to hide the project's harmful impacts.

There is no description in the application about how this enormous facility will look, how tall it will be, how many cars will come to it, or even the square footage of the plan. I do not think it is possible to assess the impacts of this big project without this basic information. I am especially concerned because this project will be located immediately next to homes and apartments. Children, seniors and others will be breathing fumes from thousands of cars almost every day. The idea that a lot of people will come by buses is silly. Today we have trouble even getting to our homes when the Forum has a concert. Traffic is backed up all along Prairie and other streets for long times.

I hope the Governor will turn down this project's application until we know more about what the Clippers are trying to build in our neighborhood. Please make sure the Clippers answer these questions. And give us time to see the answers and ask questions. You are going to affect our rights. Hopefully, you will include us in that process. The residents of our neighborhood where this big project is going to be stuck have a right to know.

Thank you.

JESUS SANTANA
3608 10th ST.
INGLEWOOD CA 90305
TEL 310 6728601

To Whom It May Concern,

I am a resident of Inglewood and I strongly oppose the Clippers application to streamline the environmental process for their new arena (#2018021056). I understand that the application requires the Clippers to explain how they will avoid making traffic worse in Inglewood and that one of their suggestions is to transport people to the new arena by bus.

Anyone who has ever tried to drive around Inglewood before an event at the Forum knows that "bussing people in" would be absolutely no help. Cars cannot even get to the Forum on time. Imaging adding the Clippers and then buses. Common sense says it just won't work. I ask you to come here on a night when the Forum has a major act.

Inglewood is a residential area for the most part -- we do NOT want more traffic!! If the Clippers arena is built there will be three major stadiums in Inglewood. That is **too many.** Mayor Butts pushed for a rail connection to Inglewood, but the MTA says it would cost close to a billion dollars. Please review that study. The only way to make this work is for a real connection to the arena from the train station. Mr. Ballmer has enough to pay for it.

I believe the Clippers are not meeting the requirements of the law. I hope their application will be rejected until a realistic plan can be created to deal with traffic. And then make them share it with the community. So we can a have real ability to be part of the process.

Thank you. Jose peralta

3701 64 ST apt 2

323 497 0219

Dear Office of Planning & Research,

I am seriously concerned about the Clippers arena project in Inglewood (#2018021056). I am worried about the impact that ANOTHER huge stadium will have on my neighborhood and do not think the Clippers are serious about helping out the people of this community.

I heard about the measures included in the application to give the Clippers' owner the right to move fast. We know nothing about the project. No one has meet with our neighborhood. No one even shared with us their application. We do not think their approach to bringing in new jobs makes any sense. They promise that the arena will bring many new "high wage jobs" to the area. But what's really happening is that the team is just moving jobs and events from Staples Center to Inglewood. Where are the new high wage jobs? Where are the career opportunities? Very few people will be able to support a family on a minimum wage job a few nights a week.

In other words, these are NOT new jobs. And they are generally not "high wage" jobs, either. What a letdown.

Please reject this application. MANUEL VAZQUEZ

Thank you for your time. 10301 S Doty Ave

Inglewood - 90303

3106779201

Manuel Vazquez

Soy residente de Inglewood y NO creo que el proyecto del Centro de Baloncesto y Entretenimiento de Inglewood (# 2018021056) deba aprobarse para moverse rápido. Este proyecto se anunció en junio de 2017. ¿Desea saber cuántas reuniones han tenido los Clippers con los residentes que vivirán al lado de este proyecto? Ninguna. No se reunieron con nosotros para compartir la información del proyecto. No hemos visto nada sobre este proyecto.

Tenemos muy poca información sobre esta arena. La aplicación no dice qué tan alta o grande será la arena, cuál será su superficie cuadrada, o cuántos lugares de estacionamiento planean incluir. Tampoco dice nada sobre el ruido que viene de la arena, o las luces. Prácticamente no hay detalles de ningún tipo. Al señor Ballmer no le importamos. Todo lo que quiere es su "hogar" para los Clippers y no le importa cómo está lastimando a nuestros hogares y nuestras familias.

Necesitamos información para entenderla y para asegurarnos de que el proyecto cumpla con los estándares ambientales. La gente del Sr. Ballmer le dijo al estado que este iba a ser el mejor proyecto ambiental de la historia. Y no habría impactos para nuestros niños, adultos mayores y comunidad. Creo que se nos debe esta información, por lo que tenemos una idea de lo que está llegando a nuestra comunidad. Esa información debe ser dada a todos nosotros. Deberíamos ver todo esto antes de que decida acelerar el proceso para un multimillonario. No soy un multimillonario pero espero tener algunos derechos.

Me opongo a este proyecto y creo que será malo para mi familia y nuestra calidad de vida. También me opongo a la aplicación para movernos rápido porque nos deja en la oscuridad sobre lo que realmente se construirá en este vecindario residencial, junto a hogares y personas. Lástima a los Clippers por dejarnos a todos en la oscuridad.

Sinceramente,

Marin Frisch
3647 W. 104th St #5
Inglewood Ca 90303
(424) 419-9146

I am a resident of Inglewood and I do NOT think the Inglewood Basketball and Entertainment Center project (# 2018021056) should be approved for moving fast. This project was announced in June 2017. Do you want to know how many meetings the Clippers have had with us residents who will be next to this project? None. They did not meet with us to share the project information. We have not seen anything about this project.

We have very little information about this arena. The application doesn't say how tall or large the arena will be, what its square footage will be, or how many parking spots they plan to include. It also says nothing about noise to come from the arena, or lights. There are practically no details whatsoever. Mr. Ballmer does not care about us. All he wants is his "home" for the Clippers and he does not care how he is hurting our homes and our families.

We need information to understand it and to be sure that the project meets environmental standards. Mr. Ballmer's people told the state this was going to be the best environmental project ever. And there would be no impacts to our children and seniors and community. I believe we are owed this information so we have an idea of what is coming into our community. That information should be given to all of us. We should see this all before you decide to speed up the process for a billionaire. I am not a billionaire but I hope I have some rights.

I oppose this project and think it will be bad for my family and our quality of life. I also oppose the application for moving fast because it leaves us in the dark about what will actually be constructed in this residential neighborhood, next to homes and people. Shame on the Clippers for leaving us all in the dark.

Sincerely,

Marion Frison

Marion Frison
(424) [redacted]-9146
3647 W. 104th St #5
Inglewood Ca 90303

A quien corresponda en relación con el proyecto Clippers (2018021056),

Estoy escribiendo esta carta porque tengo muchas serias preocupaciones sobre el nuevo proyecto de arena deportiva de los Clippers que se propone para Inglewood.

Nuestra comunidad se ha quedado en la oscuridad sobre muchos detalles importantes con respecto a este plan. Nadie se ha reunido con nosotros ni nos ha hablado sobre este proyecto, que enviará miles de automóviles a nuestra comunidad y tendrá un gran impacto negativo en nuestro vecindario, donde viven miles de personas. Tenemos muchos niños y personas mayores que viven al lado de este gran proyecto.

Casi no hemos recibido información sobre qué tan grande será, qué tan alto será, qué aspecto tendrá, etc. Nada.

Entiendo que al estado también se le ha proporcionado muy poca información sobre este proyecto. No entiendo cómo puede revisar un proyecto y aprobar una solicitud cuando no conoce los conceptos básicos del proyecto, como su altura, cuántos espacios de estacionamiento tendrá o cualquier información real sobre su diseño. . Aunque esta aplicación tiene muchas páginas, no hay suficiente información específica incluida para permitir que el estado apruebe esta solicitud.

Espero que se niegue a aprobar cualquier solicitud relacionada con este proyecto hasta que se proporcione esta información básica.

Sinceramente, Nicole McAllister 3627 W. 104th St. Apt #8

Nicole McAllister 323 (632) 7593

To whom it may concern regarding the Clippers project (2018021056).

I am writing this letter because I have many serious concerns about the new Clippers sports arena project that is proposed for Inglewood.

Our community has been left in the dark about many important details regarding this plan. No one has met with us or talked to us about this project, which will send thousands of cars into our community and have a huge negative impact on our neighborhood, where thousands of people live. We have many children and older people living right next door to this massive project.

We have received almost no information about how big it will be, how tall it will be, what it will look like, etc. Nothing.

I understand that the state has also been provided with very little information about this project. I don't understand how you can review a project and approve an application when you don't know the basics about the project, such as how tall will it be, how many parking spaces it will have, or any real information about its design. Even though this application has many pages, there's not nearly enough specific information included to allow the state to approve this application.

I hope you will refuse to approve any applications related to this project until this basic information is provided.

Sincerely, Nicole McAllister

3627 W. 109th St. Apt. #B
(323) 632-7593

Public comment on the Inglewood Basketball and Entertainment Center, Number 2018021056

Please make the Clippers start all over on the application for the Inglewood Basketball and Entertainment Center, Number 2018021056. This application has many flaws. It includes very little information about the project, like what it will look like or how many cars it will handle. It also tries to lower greenhouse gas emissions on the cheap, in a way that will not bring much benefit to Inglewood. Also it really doesn't provide real long term good paying jobs for us community folks. Beer and hot dog sellers don't get paid a whole lot.

When the supporters spoke in favor of this law, they focused on all the good things that come with reducing greenhouse gases locally. These supporters said that "mitigation" projects would generate investment dollars and create jobs right here in the Inglewood community.

These projects would have other benefits as well, such as helping residents lower their electricity bills and improving health, such as by planting trees. Instead the Clippers arena want to do as little as they possibly can to meet their requirement to reduce greenhouse gas emissions. It may save them money, but it is not good for Inglewood and it is not the law that we were promised.

Please say NO to this project.

Sincerely, Oral Logan

310 419 4942
3620 W 102nd St
Inglewood Ca
90303 Apt 42

A la Oficina de Planificación e Investigación de California,
Rechace la solicitud AB 987 para el Centro de Baloncesto y Entretenimiento de Inglewood, No. 2018021056. A la aplicación le falta información importante sobre el proyecto, como:

- ¿Qué tan grande será el proyecto (pies cuadrados, etc.)?
- ¿Qué tan alto será el proyecto?
- ¿Qué tan altos serán los garajes de estacionamiento, que se encuentran en nuestro vecindario al lado de las casas?
- ¿De qué se construirán la arena y otros edificios?
- ¿Cuánto concreto se va a utilizar?
- ¿Cuántos autos tendrán los garajes de estacionamiento?
- ¿Cómo manejará la comunidad miles de autos adicionales en nuestro vecindario?

El solicitante de este proyecto, el equipo de baloncesto de los Clippers, se ha negado a compartir detalles básicos sobre esta propuesta tan importante. Esta información será muy importante para decidir si el proyecto cumple con los requisitos de la ley. ¿No deberíamos hablar con nosotros? ¿No deberíamos estar involucrados en el proceso? ¿Cómo puede alguien averiguar si el proyecto será respetuoso con el medio ambiente y qué tipo de impacto tendrá en el vecindario si no se proporcionan detalles?

Por favor, no apresure este proyecto a través. En su lugar, solicite esta información básica para que usted, y el público, puedan entender realmente lo que quieren construir en Inglewood. Y asegúrese de que la información esté disponible para el público, para que todos puedan verla. Y danos tiempo para revisarlo.

Muchas gracias, Reynol Rodriguez

323-834-1582
3647 W. 104th St #6
Reynol Rodriguez

To the California Office of Planning and Research,

Please reject the AB 987 application for the Inglewood Basketball and Entertainment Center, No. 2018021056. The application is missing important information about the project, such as:

- How large the project will be (square footage, etc.)?
- How tall the project will be?
- How tall the parking garages will be, which are located in our neighborhood next to homes?
- What the arena and other buildings will be made of?
- How much concrete is going to be used?
- How many cars the parking garages will hold?
- How the community will handle thousands of additional cars in our neighborhood?

The applicant for this project, the Clippers basketball team, has refused to share basic details about this very important proposal. This information will be very important in deciding whether the project meets the requirements of the law. Shouldn't we be talked to. Shouldn't we be involved in the process? How can anyone figure out whether the project will be environmentally friendly and what kind of impact it will have on the neighborhood if no details are provided?

Please do not rush this project through. Instead, please ask for this basic information so that you, and the public, can really understand what they want to build in Inglewood. And make sure the information is available to the public, so everyone can see it. And give us time to review it.

Thank you very much, Reynol Rodriguez

323-834-1582
3647 W 104th St #4
Reynol Rodriguez

To whom it may concern,

I am writing about Project #2018021056, the basketball arena in Inglewood proposed by the L.A. Clippers. This application ignores the spirit of the law by doing as little as possible to lower the emissions of greenhouse gases (GHG) locally, in the Inglewood area.

Lowering GHG can be a big help to a local area. In this case, it should mean that new dollars are spent in the local area, helping businesses and hiring local workers. For example, this could include energy efficiency programs that also help local residents and businesses save money on utility bills. These energy efficiency programs also put people to work, doing things like installing solar panels, retrofitting homes, insulating buildings, etc. But there is none of that.

Instead of these locally programs, the Clippers plan to just write a check to receive many of their GHG reductions. They will look for the cheapest programs around. And we will get nothing. Except lots of traffic and car emissions. This will do nothing to help Inglewood residents or the community, and as I said it ignores the spirit of this law. Please say NO to the Inglewood arena.

Sincerely, 3620 w 102 st #4C1
Inglewood CA 90303
323 978 7202
Rosario Hernandez

AB 987 Application #2018021056

Dear Governor's Office,

I have many concerns about the Clippers arena project. The biggest, by far, is the impact it will have on local traffic. I was relieved to learn that the new law requires a strong top flight traffic management program that will get cars off the street, but the program proposed by the Clippers doesn't make any sense to me.

The idea that putting thousands of people on buses from transit centers will "solve" the traffic problem is crazy. This idea is especially foolish when you realize the Forum and new NFL stadium will be operating at the same time. If they are all active at the same time, it will be disruptive for residents and unpleasant for everyone. It may also be outright dangerous. Plus, I highly doubt many people going to games and concerts will want to take a train and a bus, which sounds extremely inconvenient. Did the Clippers share with you the studies that transit use is going down in LA? Did the Clippers show you want it is like when the Forum has a big concert? It can take almost an hour to get down Prairie from the freeway.

I strongly oppose this plan and hope the Clippers application to streamline the EIR process is denied.

10218 Doty Ave.
Inglewood Cal- 90303
(424)646-0982
Saulo E Chan

A quien le interese,

Soy un vecino preocupado y te escribo sobre el proyecto de los Clippers arena en Inglewood (Número de seguimiento 2018021056). Me opongo firmemente a este proyecto por varios motivos, y espero que esta carta sea leída y considerada antes de que el gobernador decida ayudar a los Clippers a quitarnos nuestros derechos y actuar tan rápido. Los Clippers no han proporcionado información a la comunidad. ¿Cómo están los Clippers haciendo esto sin probar toda la información? No se nos ha dado ninguna información. Nada.

Tengo muchas preocupaciones sobre el proyecto y los efectos potencialmente dañinos que tendrá sobre nosotros. Tenemos muchos niños y personas mayores en nuestra comunidad. Sé que la gente pobre parece que no importan. Los multimillonarios ricos importan.

Lo que más me preocupa es lo poco que sabemos sobre el proyecto. Aparte de una ubicación, no he visto ninguna imagen de este gran proyecto, ubicado junto a miles de casas y apartamentos. ¿Alguien te ha dicho cómo será? Que tan alto es. Cuántos carros habrá allí. La aplicación que enviaron los Clippers ni siquiera incluye información sobre el tamaño del proyecto Arena. ¿Cómo puedes entender los impactos si no sabes qué tan grande es?

Creo que esta es información básica que el gobernador y los residentes de la comunidad deberían tener antes de que algo avance con el proyecto. SCARLY NOYOLA (909) 454-9792)

Mejor,

3647 W. 104th St Apt #2

Inglewood Ca 90303

Scarly Noyola

To Whom It May Concern,

I am a concerned neighbor writing to you about the Clippers arena project in Inglewood (Tracking Number 2018021056). I adamantly oppose this project for a number of reasons, and hope this letter is read and considered before the governor decides to help the Clippers take away our rights and move so fast. The Clippers have provided no information to the community. How are the Clippers doing this without proving all the information? There has been no outreach to us. Nothing.

I have many concerns about the project and the potentially harmful effects it will have on us. We have many children and older people in our community. I know that poor people often seem like they don't matter. Rich billionaires matter.

What worries me most is how little we know about the project. Aside from a location, I have not seen any pictures of this huge project, located right next to thousands of homes and apartments. Has anyone told you what it will look like. How tall it is. How many cars will be there. The application the Clippers submitted doesn't even include information about how big the arena project is going to be. How can you understand the impacts if you don't know how big it is?

I feel this is basic information that the governor, and community residents, should have before anything moves forward with the project.

Best, Sierra Nuccio (909) 454 9792

3647 W 109th St #2

Sierra Nuccio

Dear sir/madam,

I am writing concerning the Inglewood Basketball and Entertainment Center, Project #2018021056.

Traffic is already a serious problem in Inglewood. Even the city knows it and agrees. The City has said that the area has no transit and traffic is a nightmare. The plan by the Clippers to bring people by buses to come to arena events is not going to happen. The Clippers will do nothing to decrease congestion. We are being sold down the river.

The program proposed by the Clippers is not serious. To be honest, it is a joke. There are no specific promises, and no way to hold the Clippers responsible for its failure.

This is a terrible location for a major new events venue. It is going to increase overall traffic in the area. The rail lines are not located nearby, and very few people will use public transit to get to and from the arena. The Metro agency said it would cost a billion dollars to make a real connection to the transit stations. I would ask you to come to my neighborhood on a night when just the Forum has a major concert and see what traffic is like.

We don't need another sports venue far from a transit stop in Inglewood – just look at the traffic during a Forum concert. And of course this problem will be much worse once the NFL stadium opens. The Clippers don't get much transit usage even at Staples Center in Downtown LA, which has lots of transit.

Please do what's best for Inglewood and Los Angeles and reject this application. Send the Clippers back to the drawing board and come back with a real plan. Look at the Metro Study. Make Mr. Ballmer pay for the real connection to the train station.

Thank you. Veronica Colmon - 310-904-5068

10317 Yukon Ave Inglewood CA 90303

Veronica Colmon

Querido señor, señora,

Estoy escribiendo sobre el Centro de entretenimiento y baloncesto de Inglewood, Proyecto # 2018021056.

El tráfico ya es un problema grave en Inglewood. Incluso la ciudad lo sabe y está de acuerdo. La Ciudad ha dicho que el área no tiene tránsito y el tráfico es una pesadilla. El plan de los Clippers para llevar a la gente en autobuses a eventos de la arena no va a suceder. Los Clippers no harán nada para disminuir la congestión. Nos están diciendo una gran mentira.

El programa propuesto por los Clippers no es serio. Para ser honesto, es una broma. No hay promesas específicas ni forma de responsabilizar a los Clippers por su fracaso.
Este es un lugar terrible para un nuevo estadio deportivo importante. Va a aumentar el tráfico general en el área. Las líneas de ferrocarril no están ubicadas cerca, y muy pocas personas usarán el transporte público para ir y venir de la arena. La agencia de Metro dijo que costaría mil millones de dólares hacer una conexión real con las estaciones de tránsito. Le pido que venga a mi vecindario en una noche en la que solo el Forum tiene un gran concierto y vea cómo es el tráfico.

No necesitamos otro lugar deportivo lejos de una parada de tránsito en Inglewood, solo mire el tráfico durante un concierto del Foro. Y, por supuesto, este problema será mucho peor una vez que se abra el estadio de la NFL. Los Clippers no tienen mucho uso del transporte, incluso en el Staples Center en el centro de Los Ángeles, que tiene mucho tránsito.
Por favor, haga lo mejor para Inglewood y Los Ángeles y rechace esta solicitud. Envía a los Clippers al tablero de dibujo y regresa con un plan real. Mira el estudio de metro. Haga que el Sr. Ballmer pague por la conexión real a la estación de tren.

Gracias. Veronica Guzman - 310-904-5068
10317 Yukon Ave Inglewood CA 90303
Veronica Guzman

Estimado Representante de OPR,

La propuesta de los Clippers de construir un nuevo estadio en Inglewood haría que nuestras calles locales se parecieran a la autopista 405 en hora punta. El impacto en nuestra comunidad será terrible. Piensa sobre esto. El Forum ya hace que el tráfico se detenga en las noches de concierto. Entonces el nuevo estadio Rams tendrá todo tipo de eventos. Hará que el tráfico sea aún peor. Y luego se construirá todo el proyecto del parque de Hollywood que ya está aprobado. Y el tráfico se detendrá por completo. Entonces, ¿cómo llegarán los autobuses de la estación de tren a la arena, al hotel o al edificio médico? Fácil, no lo harán.

Esperaba que los Clippers hubieran desarrollado una solución inteligente para este problema, pero según la aplicación para el Centro de Entrenamiento y Baloncesto de Inglewood (2018021056), parece que no tienen ideas. Están proponiendo un plan que es completamente irrealista. La idea de poner a miles de personas en los autobuses para llegar a la parada de transporte público más cercana es ridícula, especialmente en los días en que el Forum también está activo. Cuando agregas tráfico desde el estadio Rams y Chargers, será simplemente imposible. Además, ¿qué pasará cuando se construya el resto de Hollywood Park?

Entiendo que la MTA emitió un informe que decía que costaría casi $ 1,000 millones para construir una conexión ferroviaria al área de la arena. ¿Los Clippers compartieron ese estudio contigo? Quizás a Steve Ballmer le gustaría pagar por esta conexión. Tiene muchos billones. No nos hagas sufrir a los residentes por su mala planificación de transporte.
AB 987 exige un estándar más alto. Por favor, no permitas que los Clippers establezcan un terrible precedente al cambiar a nuestra ciudad. Por el bien de Inglewood y el estado de derecho, rechace esta solicitud.

Gracias. Vidal Cano

~~4,077~~ 104 Inglewood.

3627. 90303.

AP. 12.

310 6774231

Dear OPR Representative,

The proposal by the Clippers to build a new arena in Inglewood would make our local streets resemble the 405 freeway at rush hour. The impact on our community will be devastating. Think about this. The Forum already makes traffic come to a stop on concert nights. Then the new Rams stadium will have all kinds of events. It will make traffic even worse. And then the whole Hollywood park project which is already approved will get built. And the traffic will be dead stop. So how will buses get from the rail station to the arena, or hotel, or medical building? Easy – they won't.

I had hoped that the Clippers would have developed a smart solution to this problem, but according to the application for the Inglewood Basketball and Entertainment Center (2018021056) they appear to be out of ideas. They are proposing a plan that is completely unrealistic. The idea of putting thousands of people on buses to get to the nearest transit stop is laughable, especially on days when the Forum is also active. When you add in traffic from the Rams and Chargers stadium, it will be simply impossible. Plus, what will happen when the rest of Hollywood Park is built?

I understand that the MTA issued a report saying it would cost almost $1 billion to build a rail connection to the arena area. Did the Clippers share that study with you? Perhaps Steve Ballmer would like to pay for this connection. He has lots of billions. Don't make us residents suffer for his bad transportation planning.

AB 987 calls for a higher standard. Please don't allow the Clippers to set a terrible precedent by shortchanging our city. For the good of Inglewood and the rule of law, please reject this application.

Thank you.

[illegible] Vidal and 104ST.
(12) [illegible] 3627 #12
Inglewood. 90303

To whom it may concern at the Governor's Office of Planning and Research,

When I first heard about the new arena proposed by the Clippers, #2018021056, I was excited. I know that in order to be given the right to be streamlined by the state, the project would need to create new high-paying jobs right here in town. I have family and friends who are looking for career jobs in the Inglewood area, and this project could be just what they were looking for.

However, the AB 987 application submitted by Murphy's Bowl shows that this is not the case. They are not creating a significant number of new jobs at the arena, proposed for the intersection of Prairie and Century. Instead, they will be moving low-paying jobs from Downtown L.A. to Inglewood, a distance of about 10 miles. I don't see anyone new benefitting from the "jobs" this project will supposedly create.

Here in Inglewood, we need jobs better than food service and cleaning jobs. Sweeping the new arena or selling popcorn is not a real career. We need solid, middle-class jobs that will support a family. That is what the streamlining law requires, and unfortunately the Clippers are not delivering. The Clippers are not upholding their end of the bargain, so they do not deserve to be "streamlined."

Regards, Wanda Porter Wanda Porter

3709 W. 104 St. #15

Inglewood CA

310-462-7575

Hermosa Beach Office
Phone: (310) 798-2400
San Diego Office
Phone: (858) 999-0070
Phone: (619) 940-4522

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Direct Dial:
310-798-2400 Ext. 1

February 1, 2019

Ms. Kate Gordon
Director,
Office of Planning and Research
1400 10th Street
Sacramento, CA 95814

Via Email: California.Jobs@opr.ca.gov

Opposition to Certification of the Inglewood Basketball and Entertainment Center Project under AB 987 (Application No. 2018021056)

Dear Ms. Gordon:

On behalf of Inglewood Residents Against Takings and Evictions ("IRATE"), we object to certification of the Inglewood Basketball and Entertainment Center Project ("Project") pursuant to AB 987. The Project does not meet AB 987's requirements. As proposed, the Project will lead to increased traffic congestion, pollution, and emission of greenhouse gases in Inglewood, directly and negatively impacting the health and well-being of the community and IRATE's members. Perhaps more importantly, the methodology used by the applicant, if accepted by the California Air Resources Board ("CARB") and the Governor, undermines compliance with the State's established Greenhouse Gas ("GHG") goals and established methodologies of air districts. This sets a very dangerous precedent for the entire state. IRATE opposed passage of AB 987 because of its potential harmful effects on the local community. Those concerns are now being realized as AB 987 is being implemented.

AB 987 requires a Project certified under its authority meets rigorous environmental standards. The applicant has failed to adequately describe how the Project will meet those standards required by AB 987 and therefore, the certification should be denied.

There are a number of reasons the application cannot be certified.

A. The Project Results in an *Increase* in GHG Emissions.

Public Resources Code § 21168.8 subdivision (b)(3) requires that the project not cause a net increase in GHGs. To demonstrate net zero GHG emissions, the applicant must show that future Project emissions, minus baseline emissions, minus mitigation measures, equal zero. The applicant manipulates the baseline emissions level to decrease the amount of emissions it must mitigate. This "methodology" runs counter to CEQA and every well-respected air emissions methodology on the books.[1] If accepted by the Air Resources Board (ARB) it will create a precedent that will undermine achievement of the State's GHG reduction standards, and established policies of air agencies.

The applicant's GHG baseline includes the GHG emissions now attributable to its games played at the Staples Center. (Application, Attach. G, pp. 6-7.) The application then takes credit for effectively eliminating, not just relocating, its GHG emissions from its existing operations at Staples Center. This is wrong and unsupportable under CEQA, since Staples Center will continue to operate. The applicant effectively assumes (with no supporting evidence) that nothing will replace the Clippers games currently taking place at the Staples Center, which account for 21% of Staples Center emissions. (Application, Attach. G, p. 9.) The applicant acts as though its move out of the Staples Center is equivalent to demolishing or permanently restricting the capacity of 21% of a refinery or

[1] Existing conditions on the ground at the Project site consist of a hotel, restaurant, commercial building, and light industrial buildings. (Application Attachment G, p. 7.) These are the source of the GHG emissions that should be included in the baseline. Existing conditions do not, and should not, include GHG emissions from other facilities such as the Staples Center, Honda Center, and others that the application includes. The Supreme Court in *Communities For A Better Environment v. South Coast Air Quality Management Dist.* (2010) 48 Cal.4th 310 ("*CBE*") explained in detail how a baseline is to be determined. The Court stated: "To decide whether a given project's environmental effects are likely to be significant, the agency must use some measure of *the environment's state absent the project*, a measure sometimes referred to as the "baseline" for environmental analysis." (*CBE, supra,* 48 Cal.4th 310, 315, emphasis added.) The Supreme Court has thus held the appropriate baseline is "the physical *conditions actually existing at the time of analysis*." (*Id.* at 316, emphasis added.) The Supreme Court quoted various cases stating actual conditions at the time of analysis must be the baseline for analysis: "the baseline for CEQA analysis must be the "existing physical conditions in the affected area" ([citation]), that is, the "'real conditions on the ground.'"" ([citations].) (*CBE, supra,* 48 Cal.4th at 321.)

power plant (in this case Staples Center), in order to take credit for eliminating that portion of its emissions. This is, of course, absurd, and unsupported by any proof.

The departure of the Clippers from Staples Center cannot be shown to result in any physical reduction in Staple's capacity to cause GHG emissions, or any reduction in its operating capacity. Staples Center will continue to fully operate and will attempt to book new events for those dates, replacing the GHG emissions from the Clippers' games with emissions from new events to a currently unknown degree, perhaps 100%. The applicant has not, to IRATE's knowledge, secured a covenant from Staples that it will permanently reduce its capacity by 21% to account for the departing Clippers games, nor could that reasonably be expected. The operating capacity of Staples will not be reduced in any manner, and the only reasonable assumption is that it will continue to be used, perhaps fully used, with corresponding GHG emissions.

In addition, the applicant assumes that about half of the non-basketball events to be scheduled at the IBEC facility would be "market-shifted" from other event facilities, such as the Honda Center, and that the GHGs now generated by those events would be eliminated, not just relocated; the application assumes that these events will never be replaced by any other events at those other facilities. (Application Attach. G, pp. 9-10.) The applicant does not show that it has secured any permanent reduction on operating capacities of these facilities, nor is there any evidence that these events will, in fact, relocate from Staples, Honda Center, the Forum or any other venue to the new Clippers arena, or that the GHG emissions they cause will actually be eliminated. The application simply assumes that events will shift from existing event facilities to IBEC, and that no such shifted events will be replaced by new ones. The application, in essence, assumes a zero-sum total of GHG emissions from events in the Los Angeles area of the types that the IBEC facility would serve; if these events move to IBEC, no additional events will occur to replace them. The assumption that existing facilities serve every possible event of this kind, and that building a new facility (here, the IBEC) will not and cannot lead to the occurrence of additional such events, is not supported by evidence in the application, and therefore cannot be taken at face value. The application has not made the required case for these GHG reductions.

The application's baseline methodology asserts that over 300,000 tons of CO2 emissions will simply disappear when the Project is built. (Application Attachment G, p. 25.) Because they "disappear," the applicant asserts it does not need to offset those emissions. This, of course, is a fallacy. Those emissions are simply relocated, not eliminated. As an analogy, imagine the following: a new subdivision is built. The project developer asserts that the people moving to the new homes are simply moving to the new subdivision from existing homes, therefore there is no net increase in GHGs or any criteria pollutants. Or a new refinery is built, and the oil and gas refiner asserts that the

refinery will reduce the market share of other existing refineries, thereby there is no increase in GHG or criteria pollutants. No responsible approving agency would accept such arguments.

Accepting the applicant's assertions as a demonstration of net-zero GHG emissions would not only be wrong, it would fly in the face of the state's role leading the country on climate change and would be setting a dangerous precedent for future development. Every developer, manufacturer, refiner, and other source of emissions would attempt to zero out GHG emissions by relying on the market-shifted concept without actual proof that the reductions will occur. The implications for methodology sleight of hand is tremendously adverse for the state. The requirement of AB 987 is net zero, not a magic trick or a baseline calculation that will completely turn on its head years of established guidance from air agencies and CEQA.

B. The Application Fails to Demonstrate Sufficient Local GHG Mitigation Measures.

The applicant does not comply with AB 987's mandate that "[n]ot less than 50 percent of the greenhouse gas emissions reductions necessary to achieve [net zero emissions] shall be from local, direct greenhouse gas emissions reduction measures." (Health and Saf. Code § 21168.6.8 subd. (j)(3).) This directive was included to ensure that the local community is not burdened with shouldering the full weight of the Project's harmful emissions.

The applicant could have proposed significant local measures such as solar installations on neighboring homes, energy efficiency retrofits of area businesses, and other local meaningful measures, especially since the Project would be surrounded by disadvantaged communities where such programs are sorely needed. It does not. The applicant cheats by inflating its baseline, taking credit for TDM reductions that will never be achieved, and then using generic GHG offsets without any local measures to achieve a "pretend" reduction in GHG. That is not what AB 987 requires. When the baseline is corrected to include only existing emissions sources on the Project site, the Project's proposed local mitigation measures are closer to 14% of the total required rather than the 57% that the application asserts.

Finally, the applicant treats the 50% local reduction requirement as a ceiling. It is not. It is a floor. The applicant can only look to reduce GHG emissions outside of Inglewood using credits or other methods if it is infeasible to do so locally. The applicant has not shown this. The applicant is gaming the requirements of AB 987 and shortchanging the local community.

C. The Project Fails to Include Reasonable, Feasible, and Effective GHG Emission Reduction Mitigation Measures Implemented By Other Sports Venues.

The Project fails to implement effective GHG mitigation measures that have been implemented around the country by other sports venues. We attach excerpts from a report by the Natural Resources Defense Council ("NRDC Report") entitled "Game Changer," on the energy consumption and GHG reductions that have been made by other sports stadiums, for comparison purposes. (Enclosure 1.) The NRDC Report shows what a sports venue that is genuinely trying to reduce its environmental footprint can do; this applicant falls woefully short.[2] NRDC's Report sets forth actual examples of sports venues that are implementing measures far superior to those that have been identified in the AB 987 application for the Project. Some of the highlights of that report are discussed below.

1. The Clippers' Participation in NBA's Environmental Performance Program Should be Guaranteed.

The IBEC application does not mention the Clippers' participation in the NBA's Green Initiative (NRDC Report, p. 26-27) including but not limited to the Green Week program. The NRDC Report states "Each of the league's 30 teams hosts Green Week community service events such as tree plantings, recycling drives, and park clean-up days to get involved in the league's greening initiative." (Report, p. 27.) The applicant must explain if and how it intends to participate in and promote the NBA Green Initiative at the IBEC.

2. Heat Island Effect Reduction.

The Miami Heat basketball team "added 9,161 square feet of canopies to reduce the heat island effect." (NRDC Report, p. 45.) There is no mention of heat island reduction in the applicant's discussion of construction or energy usage. (See Application, p. 5, Attachment G, p. 17.) Heat island effect reduction must be incorporated.

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[2] The NRDC Report is available at https://www.nrdc.org/sites/default/files/Game-Changer-report.pdf.

3. Environmental Management System.

The Staples Center is the first U.S. arena to achieve ISO 14001 certification for an environmental management system (EMS), a written program setting forth environmental goals and practices. (NRDC Report, p. 56 and p. 58.) The applicant in contrast does not mention any EMS. An EMS should be required.

4. Energy usage measures must be improved.

The applicant proposes to include solar cells only on "the main arena building roof." (Application, p. 5.) Other building roofs are available and should be used for solar cells as well. The project includes large parking structure facilities, a retail complex, and a hotel. (Attachment A-2.) No explanation is provided for why these roofs cannot be used for solar cell placement in addition to the main arena building roof.

The Staples Center includes a 1,727-panel solar array. (NRDC Report, p. 56.) There is no statement of the number of panels planned for installation by the applicant. The Staples Center also uses a number of greening accomplishments, many of which are not mentioned by the applicant. These include "Low-voltage lighting relays"; "electronic ballast instead of magnetic ballast"; "variable speed drives on all air handlers and one chiller"; "time schedules for and photo cell control of exterior lighting"; "Super-efficient three-phase motors". (NRDC Report, p. 56.)

The Trail Blazers "partnered with Pacific Power and the Bonneville Environmental Foundation for the purchase of 100 percent renewable energy programs." Senate Bill 100, sponsored by Senator De Leon and approved by the Governor on September 10, 2018 states "it is the policy of the state that eligible renewable energy resources and zero-carbon resources supply 100% of retail sales of electricity to California end-use customers and 100% of electricity procured to serve all state agencies by December 31, 2045." (See also KCET, "Heat," infra, Video mark 22:46.) The Project applicant as it seeks the Governor's certification of Environmental Leadership status should commit to 100% renewable energy usage by 2045 as well.

The NRDC report states the Home Depot Center, which is home of the LA Galaxy soccer team and is not far away from Inglewood, "participates in Southern California Edison's Demand Response programs, which enable it to manage energy use to avoid statewide demand peaks." (NRDC Report, p. 103.) The LA Galaxy "participated in the Bonneville Environmental Foundation's Solar 4R Schools program, which installs solar panels on a school in the winning team's region." (*Ibid.*) The applicant should commit

to installing solar roofs and similar measures within the local area before relying on purchasing offset credits to mitigate its impacts.

5. Recycling must be promoted, including during Project operations.

The applicant proposes to recycle 75 percent of its construction demolition material. (Application, p. 5.) The applicant makes no statement or commitment to any level of recycling *during* operations.

The Rose Garden Arena, home of the Portland Trail Blazers, has a more effective recycling program that includes recycling during operations: "More than 80 percent of operations waste is diverted from local landfills." (NRDC Report, p. 64.) Philips Arena, home of the Atlanta Hawks, "sends its plastic, aluminum, glass, cardboard and paper waste to SP Recycling." (NRDC Report, p. 99.) Furthermore, "Paper products, including paper towels, bathroom tissue, and copier paper, are all 100 percent post-consumer recycled content." (NRDC Report, p. 99.)

D. The Applicant Relies on Purchased GHG Offsets That are not Supported by Evidence.

The application states that 39,486 MMTCO2e of GHG emissions, or about 38% (more than one-third of the total) of the GHG reductions claimed by the applicant will be produced as co-benefits of conventional air pollutant emissions reductions and/or from purchased GHG offsets (reductions from other GHG sources). (Application, p. 22.) The application does not specify what portion of this 38% of GHG reductions will come as co-benefits (nor the conventional air pollutant control measures that will produce them), and what portion from GHG offsets. The validity of whatever portion is supposedly coming from purchased offsets is not supported by evidence in the application.

The California Health and Safety Code establishes strict requirements for GHG offsets. They must be "real, permanent, quantifiable, and enforceable" and "in addition to any greenhouse gas reductions otherwise required by law or regulation, and any other greenhouse gas emission reduction that would otherwise occur." (Health and Saf. Code § 38562, subds. (d)(1) and (2).) The application states that offsets will be "verified by a third party accredited by ARB" (Application, p. 23), giving as examples of such third parties three carbon offset registries that ARB has used in the state Cap-and-Trade program for reducing GHG emissions. (See Cal. Code of Regs., tit. 17, § 95801, et seq.) Unfortunately, there are no such ARB-accredited registries. The ARB does not approve or accredit any carbon offset registries for any use other than in the state's Cap-and-Trade program, nor does it vouch for any registry for use outside that program.

The Air Resources Board recently issued the following statement regarding carbon registries in response to a reporter's questions:

> The California Air Resources Board has approved offset project registries to aid in the implementation of the compliance offset program component of the state's Cap-and-Trade Program. The registries perform mainly administrative functions in ensuring that eligible offset projects have submitted required documentation and obtained third-party verification pursuant to the Cap-and-Trade Regulation and applicable CARB-approved Compliance Offset Protocols. CARB then reviews and approves all offset projects before issuing what are known as "compliance-grade offset credits" that are the equivalent to allowances and can be used by regulated entities in the Cap-and-Trade Program to meet a very limited portion (up to 8 percent) of their annual compliance obligations.
>
> The offset project registries, as well as other organizations, also operate voluntary offset markets, where they issue voluntary offset credits that are NOT eligible to transition to compliance-grade offset credits. The voluntary market is completely separate from the compliance market and CARB does not oversee it in any way, nor does CARB regulate how voluntary credits are used. More information on CARB's Compliance Offset Program is available here: https://www.arb.ca.gov/cc/capandtrade/offsets/offsets.htm.
>
> . . .
>
> CARB's Compliance Offset Program for the Cap-and-Trade Regulation is specifically limited to offset projects within the United States, although offset credits issued in Quebec or Ontario are also eligible for use since we have linked the California Cap-and-Trade Program with the cap-and-trade programs in those two jurisdictions. CARB does not issue compliance offset credits to international projects. Internationally generated credits are available through the voluntary market, which, as we mentioned above, is completely separate from offset credits that can be used in our Cap-and-Trade Program. CARB does not track voluntary credit prices nor who can use them.

(ARB statement issued January 28, 2018, by Stanley Young, CARB Office of Communications Director.) Thus, the ARB has not endorsed, does not regulate or "accredit," and does not oversee or warrant in any way any carbon registries in the voluntary market, even those registries that the ARB uses in the Cap-and-Trade compliance program. There are no ARB "accredited" registries for the applicant to use.

Nor does the application specify what procedures would be used to verify the effectiveness and enforceability of the offsets on which it relies. The ARB regulations

impose extremely tight requirements on all offsets used in the Cap-and-Trade program, to ensure that the offsets used there actually are real, permanent, verifiable, and enforceable (see Cal. Code of Regs., tit. 17, § 95801, et seq.), and only ARB itself issues the actual offset credits, not any carbon registry. No such tight requirements are provided in the application, and there is no comparable procedure in the application to demonstrate the validity of any such purchased offsets. Indeed, the application is rather casual in its treatment of this very complex and highly controversial subject. IRATE notes that ARB also limits the use of purchased GHG offsets to only *8%* of a covered source's GHG emissions, not *38%*, as the application here would allow. (Cal. Code of Regs., tit. 17, §§ 95854 and 95856 subd. (h)(1)(A).) There is no justification in the application for relying on purchased offsets for such a large portion of the proposed arena's GHG emissions.

The applicant seeks certification as an Environmental Leadership Project to avoid some aspects of CEQA to which other developers are held; in return, the state of California should hold the applicant here to similar standards for GHG emissions offsets as it holds the sources in the Cap-and-Trade program. There is no reason to suppose that a private party has similar expertise to the ARB's in determining the validity of a GHG offset, and it is not clear that any competent air quality agency will approve or oversee the obtaining and verification of the GHG offsets the applicant proposes to buy. Reliance on private carbon offset registries that are not accredited or overseen by the ARB or any other government agency is risky and unproven. Such questions must be thoroughly explored and settled prior to approval of this application.

Once built, the IBEC cannot be redesigned, and will be difficult and expensive to retrofit, should its purchased offsets fail. Offsets of conventional pollutants in significant amounts are subject to permit conditions and monitoring by the South Coast Air Quality Management District. Greenhouse gas emissions are not subject to such monitoring, nor does the application provide any method for monitoring the success – or failure – of the purchased GHG offsets on which it relies for more than a third of its required GHG emissions reductions.

Further, the application is extremely vague as to where the offsets will be obtained, stating only that "the project sponsor will, to the extent feasible, place the highest priority on purchase of offset credits that produce emission reduction within the City of Inglewood or the boundaries of the South Coast Air Quality Management District." (Application, p. 23.) No definition of the term "feasible" is given, although IRATE suspects that the per-ton price of the offsets may be the determining factor. Under this brief and vague directive, local offsets, with their substantial potential for local co-benefits such as decreased local emissions of conventional pollutants and increased job opportunities, may be put into economic competition with international offsets that, due to cheaper labor costs in developing countries, will almost always tend to

be cheaper. The result may well be that local offsets, with their local co-benefits, will be found unavailable and infeasible when they are, in fact, technologically feasible, but merely have a higher purchase price than international offsets.

The criteria for exactly where the proposed offsets will be sought should be fully defined and disclosed before the application can be deemed complete or can be approved.

E. The Application May Underestimate Human Health Risks.

The applicant's use of a seriously flawed methodology for its GHG emissions analysis has additional consequences beyond an increase in GHG emissions. GHG emissions and local criteria pollutant emissions are closely correlated. By underestimating the GHG emissions of the Project and failing to properly mitigate those emissions locally, the applicant has also underestimated the local criteria pollutant emissions of the Project. Therefore, the health impacts to the community of Inglewood may also be underestimated. Exposure to criteria pollutants such as NOx, PM10, PM2.5, and diesel particulate matter (designated as an airborne toxic contaminant by the Air Resources Board, and as known to the State of California to cause cancer by the state's experts pursuant to Proposition 65 [Cal. Code of Regs., tit, 17, § 93000; tit. 27, § 27001, respectively] lead to health impacts, including respiratory and cardiovascular problems, and potentially cancer. The applicant does not account for these increased health risks, which is contrary to AB 987's mandate that the Project should "maximize public health, environmental and employment benefits" by reducing GHG emissions "in the project area and in the neighboring communities." The real-world consequences of building the arena as described in the application are completely contrary to what Governor Brown made clear was required in his signing message. The applicant is continuing to show its disdain for the local residents as it has done through this entire process.

The emission of GHGs contributes to climate change, which in turn creates serious public health impacts. Dr. Marc Futernick, an Emergency Physician, and others explained these concerns on a recent KCET program "Heat" SoCal Connected Season 9, Episode 6. (https://www.kcet.org/shows/socal-connected/episodes/heat ("Heat Video").) Dr. Futernick stated that "This [climate change] is the biggest threat to human health right now in the world and I am not alone in thinking that….This is going to increase mortality significantly." (Dr. Futernick; Heat Video mark 4:06.) Dr. Rupa Basu, an epidemiologist with the California Environmental Protection Agency (CalEPA) on the same program stated: "When it is hot outside we see heart attacks, … cerebral vascular diseases such as stroke, kidney disease, adverse birth outcomes such as premature births, stillbirth from low birth weight, and some respiratory diseases such as asthma attacks. Climate change is causing increased deaths and illnesses." (Dr. Basu; Heat Video mark 5:45.) Dr. Basu's pioneering work is connecting the health impacts of extreme heat and

climate change. For every 10 degree increase in temperature, the rate of deaths increases 2.3%. (Heat Video mark 6:11.) "People are dying at epidemic levels because of climate change." (Dr. Basu, Heat Video mark 6:43.)

"Climate change is currently impacting the health of our community. People are dying at an increased rate and suffering all kinds of other illness related to the changes that are a result of global warming." (Dr. Futernick, Heat Video mark 23:46) "The price is incalculable because what it will cost to deal with the asthma of a child who is five when that individual becomes an adult….You tell me." (Attorney General Becerra, Heat Video mark 23:52.) "We need to reverse [the effects of climate change] to protect the health of our patients…. This is not theoretical… This is real." (Dr. Futernick, Heat Video mark 25:20.)

Alex Hall at the UCLA Center for Climate Science projects a doubling of the number of extremely hot weather days by mid-century. (Heat Video mark 10:08.) In urban areas, the urban heat island effect is particularly bad as blacktop and concrete absorbs heat. "Los Angeles is particularly impacted because of the urban heat island effect." (Dr. Basu, Heat Video mark 9:05.)

Climate change's effects are particularly hard on environmental justice communities. (Dr. Futernick, Heat Video Mark 12:49; Dr. Basu, Heat Video Mark 12:33.) One phrase that is used is that "Climate change starts in our hood." (Jan Victor Anderson, organizer, East Yard Communities for Environmental Justice; Video mark Heat Video mark 13:56.) Disadvantaged communities are "where people feel [climate change] first and worst." (Sylvia Betancourt of the Long Beach Alliance for Children With Asthma; Heat Video mark 14:36.) Senator Kevin De Leon recognizes the need to address climate change as an environmental justice issue. (Sen. De Leon; Heat Video mark 16:48.) "When days and nights are hot, city dwellers are the first to run into trouble." (Heat Video mark 20:44; citing https://www.sciencenews.org/article/are-we-ready-deadly-heat-waves-future.) "Heat claims more lives than floods, hurricanes and other weather." (Heat Video mark 20:47 citing https://www.sciencenews.org/article/are-we-ready-deadly-heat-waves-future.) Climate change is a reality that must be seriously addressed by government at all levels by requiring mitigation of GHG emissions to the greatest extent feasible. (Heat Video mark 19:36 [NASA Climate Reality webpage with 1.3 million followers prior to being removed.]) According to David Pettit of the Natural Resources Defense Council, current federal government policies will lead to a 7 degree Fahrenheit increase in global temperatures by 2100, "which would be total economic and human disaster." (Heat Video mark 22:24.) An Environmental Leadership project in California should demonstrate true environmental leadership in mitigating GHG impacts.

F. The Project is Inconsistent with SCAG's RTP/SCS.

AB 987 requires that the Project be consistent with a Regional Transportation Plan/Sustainable Community Strategy ("RTP/SCS") that meets California Air Resources Board's ("CARB") targets for reducing GHG emissions. (Health and Saf. Code § 21168.6.8 subd. (a)(3)(D).) It is not.

Southern California Association of Governments 2016-2040 RTP/SCS is focused on reducing vehicle miles traveled ("VMT"). The project will, in fact, increase VMT. The Clippers currently play at the Staples Center. Staples is in downtown Los Angeles, an area rich in transportation infrastructure. Heavy rail, light rail, Metro buses, Santa Monica's Big Blue Bus, Foothill Transit, DASH, and private shuttles and pedestrian amenities permitting easy access to the Staples Center from millions of square feet of existing high rise offices and tens of thousands of dense multifamily housing are all present in downtown. Billions of dollars have been invested in transit in the downtown Los Angeles area. None of that is present in Inglewood. The Clippers are proposing to move from the transit-rich area of downtown Los Angeles to what the applicant calls a "transit starved" area. (California Senate Judiciary Committee hearing, June 26, 2018, Video mark 2:26:18.) The closest Metro Rail stop is 0.8 miles away from the proposed project (Application, Attach. D, p. 10), a significantly greater distance than the preferred one-quarter mile away.

The Clippers are moving from a dense urban area to a suburban area. Attendees of Clippers games and concerts held at Staples Center have a variety of options to choose from to travel to and from sports events. If the Clippers games are moved to Inglewood, the existing downtown Los Angeles transit options disappear, which will almost certainly result in more attendees traveling by personal vehicle to events, contrary to the application's optimistic assumptions.[3] It is reasonable to assume that the move from downtown Los Angeles to Inglewood will increase VMT, and the applicant has not proven otherwise by solid evidence. Instead, the application states that "The trip length for attendees was based on the weighted average trip distance of 19.38 miles for LA Clippers game attendees at the Staples Center" (Application, Attach. G, p. 11), despite the move from downtown Los Angeles to the suburbs. Inglewood is approximately 13 miles from downtown Los Angeles. And it cannot be seriously argued that somehow transit usage in Inglewood will be better than transit usage in downtown Los Angeles.

[3] For example, the application optimistically assumes that 10% of IBEC event attendees will use shared mobility services like Uber, Lyft, or taxis, compared with 4% now, simply because the IBEC will have "a staging area for shared mobility services." (App., Attach. D, p. 10.)

California recognizes that reducing VMT is a key to hitting its climate targets in the coming decades. ("California's 2017 Climate Change Scoping Plan" (ARB, 2017), pp. 25, 77-78.) Not only will certifying this Project run afoul of AB 987 requirements, it will also make it harder for the state to reach its climate goals. The question here, in part, is whether the Governor can certify the construction of this arena away from the dense core of Los Angeles, and placed instead in a suburban location, as being consistent with the applicable 2016-2040 RTP/SCS. Certification of this project as consistent with the 2016-2040 RTP/SCS would have serious implications for how other jurisdictions and other developers will view what compliance with the 2016-2040 RTP/SCS means. Years of hard work, legislative and administratively, by the Governor will be impacted by any such certification. This is not like what the Oakland A's are doing in moving to an urban location in Oakland well served by transit. This is not like what the Warriors did in moving to an urban location in downtown San Francisco well served by transit. This is the antithesis of those relocations as it creates and increases total VMTs rather than reducing them.

G. The Application's Transportation Demand Management Program ("TDM") Fails to Demonstrate a 15% Reduction in the Number of Vehicle Trips.

Public Resources Code § 21168.6.8 subdivision (a)(3)(B)(i) requires "a transportation demand management program that, upon full implementation, will achieve and maintain a 15-percent reduction in the number of vehicle trips, collectively, by attendees, employees, visitors, and customers as compared to operations absent the transportation demand management program." The application falls far short in a variety of ways in demonstrating how it will achieve this directive.

First, the application makes the assertion that 34% of attendees will arrive by some mode of transportation other than a personal car. Compare this to the Clippers current home, the Staples Center in downtown Los Angeles, which currently sees only 20% of its attendees arrive by some mode of transportation other than a personal car. (Application, Attach. D, p. 11.) The applicant is expecting the percentage of game attendees arriving by mode other than personal car to triple (from 11% to 34%, Application, Attach. D, pp. 12-13) at a location whose closest transit stop is nearly a mile away. (Application, Attach. D, p. 10.) The Clippers testified in Sacramento during legislative hearings on AB 987 that Inglewood was "transit starved." (California Senate Judiciary Committee hearing, June 26, 2018, Video mark 2:26:18.)

The Staples Center in downtown Los Angeles benefits from a subway stop right outside its doors, whereas the Project location's nearest existing and proposed subway stops are almost a mile away. Assuming that there will be an increase in public transit use

when transit is farther away is unsupported by reality. Applying simple logic to the question makes this easy. Does anyone realistically think that attendees to events at the proposed new arena are going to drive to a Metro station somewhere, get on Metro and take it to Inglewood, then get on a 45-person bus for a drive through the congested streets on Inglewood to get to the proposed Project arena? And then do that in reverse at 10 pm or possibly later at night?

A detailed analysis should also be provided for expected travel times on a shuttle to the proposed arena on a day when the Forum has a capacity event. Anyone who has gone to a concert at the Forum knows that it is a horrendous problem to try to get there on Manchester Boulevard or Prairie Avenue. Imagine what will happen when concurrent events occur at the Forum and the new Clippers arena. To suggest that shuttles will be able to get quickly and efficiently from the transit stop two miles away to the Clippers' arena is wishful thinking, and is certainly not supported by evidence.

The applicant also uses flawed assumptions and incorrect logic in calculating the number of vehicle trips the Project generates. The applicant assumes that the transit profile of its attendees will remain constant regardless of the type of event at the proposed arena. The applicant uses data derived from "current attendees of LA Clippers games at Staples Center" to forecast the transportation habits at the new arena for *all* types of events. This is clearly flawed as attendees of concerts or convention (trade show) attendees and other non-Clippers games are far less likely to use public transit than are repeat attendees of Clippers games. The Staples Center is literally on the same property as the LA Convention Center, in close proximity to thousands of downtown hotel rooms. Are convention attendees going to leave downtown and go to an arena? Further, the application confidently predicts that the new IBEC facility will book many non-sports events, including concerts and family events. It does not show that families will choose to transport their children to and from the arena by transit, including when the event may end late at night. Nor does it provide persuasive evidence that concert-goers or young people on dates will choose to use Metro and shuttles to attend these events. It simply assumes these things. By assuming that all events are the same with respect to transit use, the application may have dramatically underestimated the number of vehicle trips associated with the Project.

The applicant also fails to provide enough details to allow a sound evaluation of its proposed TDM program. AB 987 requires the applicant's TDM program to include "a specific program of strategies, incentives, and tools…with specific annual status reporting obligations…." The application does not include any discussion of how the TDM program results will be verified or reported on an annual basis as AB 987 requires. The applicant even acknowledges that the TDM program is not finalized stating "The measures included in the IBEC TDM Program are subject to further refinement and

revision." (Application, p. 6.) The TDM program is thus simply a list of goals that are subject to change without any plan to verify that the goals are being met.

These shortfalls make evident that the applicant has failed to demonstrate compliance with AB 987's mandate to reduce the number of vehicle trips by 15%. And there is no evidence it can meet 7.5% reduction after the first NBA season. The applicant must revise its application to correct these errors and provide greater detail into how it plans to meet AB 987's rigorous requirements.

Conclusion.

We respectfully request that the Governor not certify the Project. It does not meet the requirements of AB 987. The Project increases GHGs emissions and VMT, relies on unproven and unreliable GHG offsets, and puts Inglewood residents' health at risk. The applicant needs to provide substantial additional information and analysis to support its contention that it meets AB 987. The public must have a right to review any such submissions.

Thank you for your consideration.

Sincerely,

Douglas P. Carstens

1. Excerpts of NRDC Report: "Game Changer: How The Sports Industry Is Saving the Environment," September 2012.

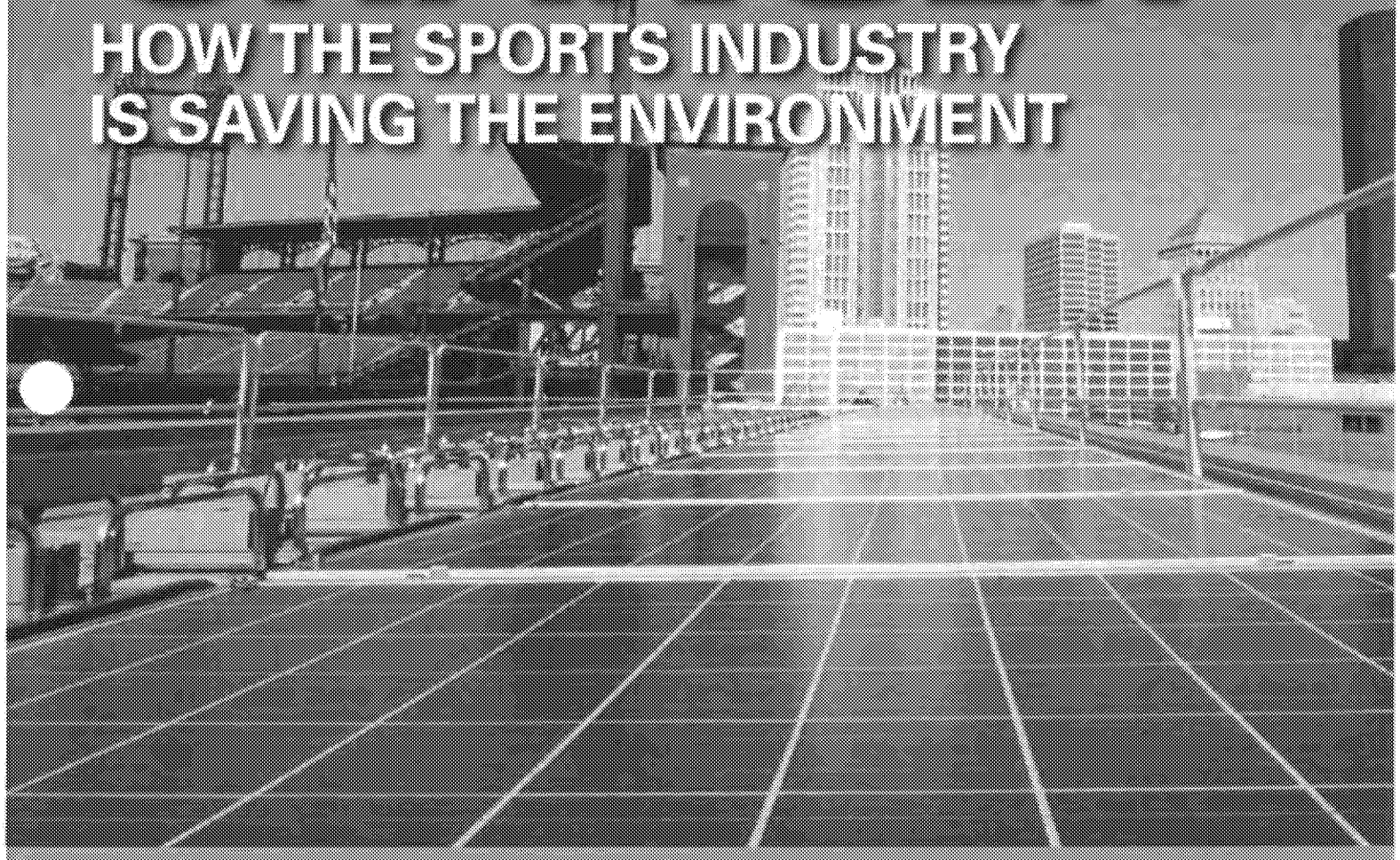
Enclosure 1

NRDC REPORT

SEPTEMBER 2012
R:12-09-A

GAME CHANGER

HOW THE SPORTS INDUSTRY IS SAVING THE ENVIRONMENT



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For more information about greening sports, visit www.nrdc.org/sports or www.greensports.org.
Download this report at www.nrdc.org/game-changer.

About NRDC

NRDC (Natural Resources Defense Council) is a national nonprofit environmental organization with more than 1.3 million members and online activists. Since 1970, our lawyers, scientists, and other environmental specialists have worked to protect the world's natural resources, public health, and the environment. NRDC has offices in New York City, Washington, D.C., Los Angeles, San Francisco, Chicago, Montana, and Beijing. Visit us at www.nrdc.org.

NRDC's policy publications aim to inform and influence solutions to the world's most pressing environmental and public health issues. For additional policy content, visit our online policy portal at www.nrdc.org/policy.

About Green Sports Alliance

Green Sports Alliance is a non-profit organization with a mission to help sports teams, venues and leagues enhance their environmental performance. Alliance members represent over 100 sports teams and venues from 13 different sports leagues.
Please visit www.greensportsalliance.org for additional information.

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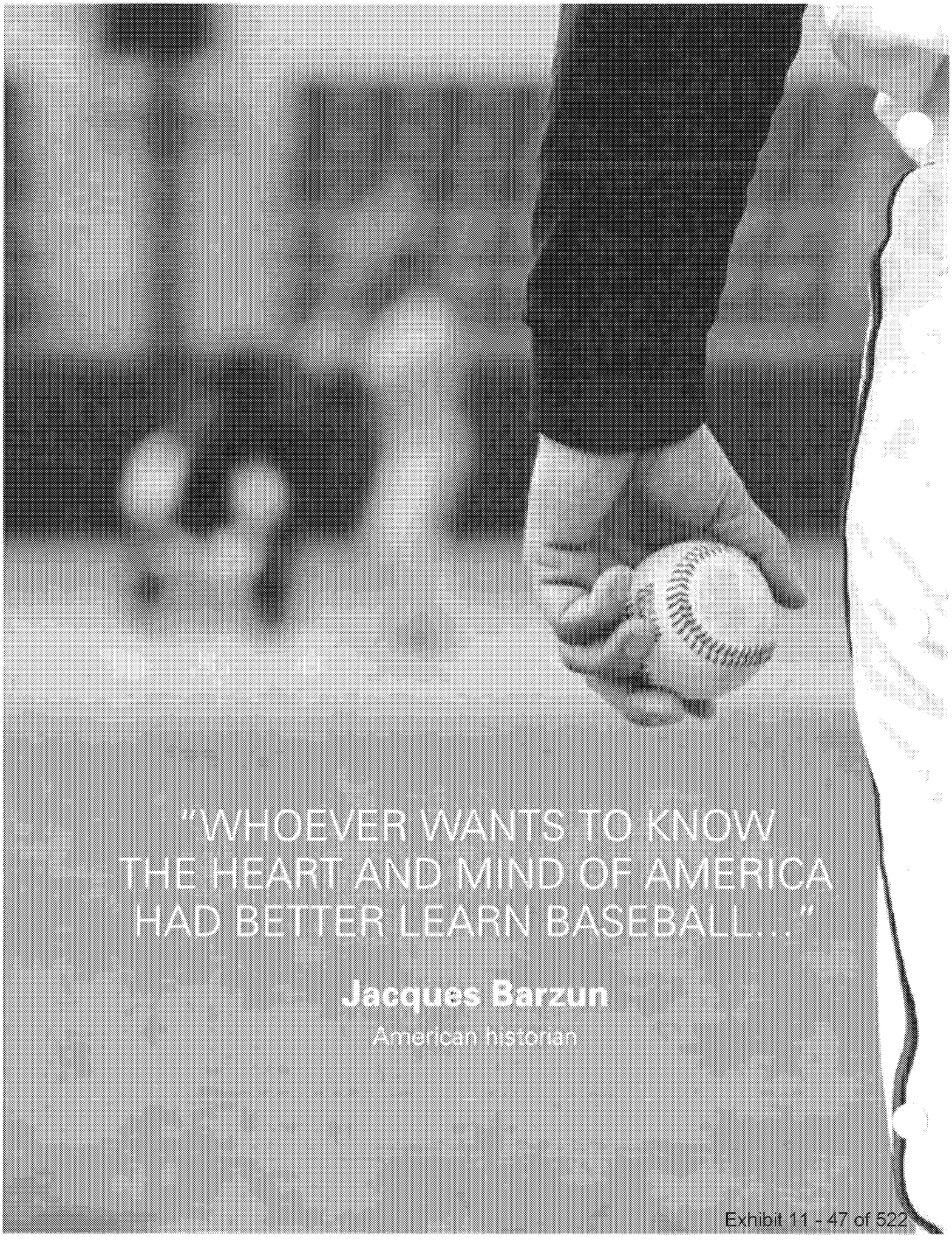
This report is dedicated to
Robert Redford,
NRDC Trustee,
and father of the sports greening movement.



"WHOEVER WANTS TO KNOW
THE HEART AND MIND OF AMERICA
HAD BETTER LEARN BASEBALL..."

Jacques Barzun

American historian

Having been honored to serve as the Commissioner of Major League Baseball since 1992, I have often said that our game is a social institution with enormous social responsibilities. I still often marvel at the examples of Jackie Robinson, whose courage generated what remains our game's proudest and most powerful moment, and Roberto Clemente, whose spirit of humanitarianism shines a light on the difference that one person can make for those in need.

Forty years after Jackie Robinson and Roberto Clemente left us all too soon, their vibrant legacies continue to remind us of the impact that our game, as a common thread for so many, can have on important social issues. One of those issues is care for our environment. As an outdoor game played in fields, parks and backyards across the country and around the globe, our sport is closely aligned with the environment. I am proud that Major League Baseball has taken substantial action to do its part to protect it.

In 2006, I was introduced to the Natural Resources Defense Council (NRDC) by Bob Fisher, a principal partner of the Oakland Athletics and an NRDC trustee. MLB then began an alliance with NRDC to identify and promote best sustainable operating practices and to coordinate and share existing practices by the Clubs. Soon thereafter, Major League Baseball conducted a survey of all 30 of our Clubs, documenting the broad range of sound environmental practices that they have implemented in their communities. Guided by NRDC, Major League Baseball used the results to develop an environmental stewardship program—the first designed by a professional sports league. Since then, MLB has assembled operations guides tailored to each Club, incorporated environmentally sensitive practices into the World Series and All-Star Week, and created a software program to collect and analyze stadium operations data. These efforts have helped us formulate a series of best practices, which have reduced the environmental footprint of our 30 Clubs.

In 2011, more than 73 million fans attended Major League games. In addition to recycling paper, cans and bottles at its 2,430 regular-season games each year, Major League Baseball has a significant global platform from which its fans can be educated about the importance of environmental stewardship. Our Clubs have helped instill in fans the practical steps they can take in order to make a difference. Collectively, the potential environmental reduction that can be achieved is meaningful.

While there is more work to be done, it is my great hope that the work of Major League Baseball and its Clubs can stand as an example and inspire others to join in this vital effort. Major League Baseball pledges to continue to devote its time, energy, influence and resources toward making lasting contributions to our fans, their communities and our society as a whole.

In my two decades as Commissioner, I have seen our sport take important strides forward on this essential issue. Environmental stewardship resonates with all of us who love baseball and seeing it played on green grass and under blue skies. As we strive to fulfill our social responsibilities, the national pastime will continue to protect our natural resources for future generations of baseball fans and set an example about which they can be proud.

Major League Baseball Commissioner Allan H. (Bud) Selig

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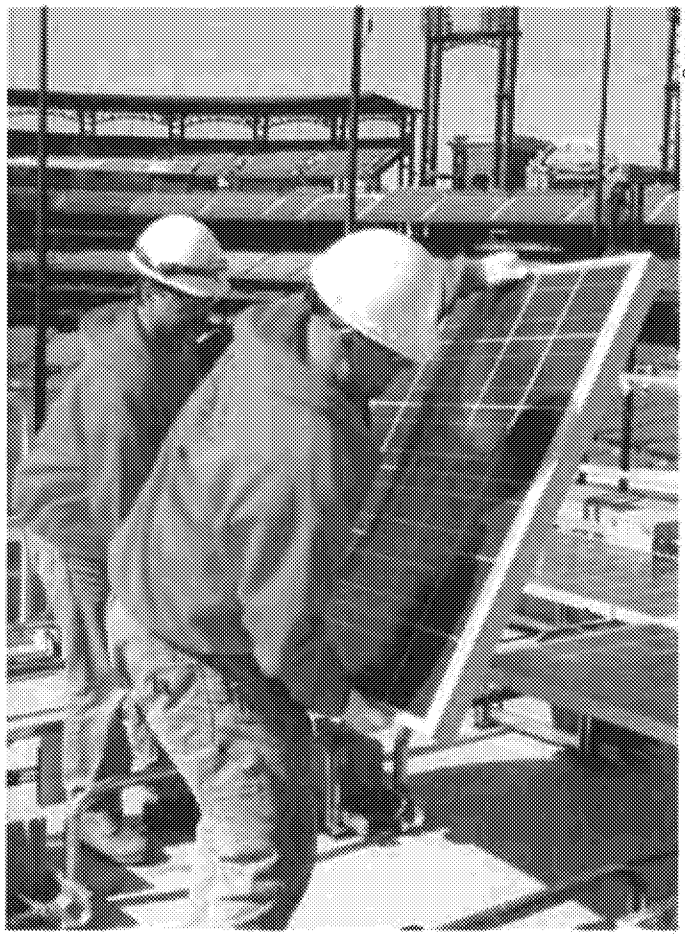
EXECUTIVE SUMMARY

The professional sports industry includes some of the world's most iconic, inspirational and influential organizations. In a cultural shift of historic proportions, the sports industry is now using its influence to advance ecological stewardship. North America's professional leagues, teams and venues have collectively saved millions of dollars by shifting to more efficient, healthy and ecologically intelligent operations. At the same time, the sports greening movement has brought important environmental messages to millions of fans worldwide. Sport is a great unifier, transcending political, cultural, religious and socioeconomic barriers. It also wields a uniquely powerful influence, both cultural and economic, that provides much-needed leadership in sustainable practices and, in so doing, promotes a nonpolitical public commitment to environmental protection.

This report provides a collection of never-before-assembled case studies of the sports industry's most prominent and successful greening initiatives from across North America. In compiling this information, our goal is to celebrate the sports industry's growing embrace of environmental stewardship as more and more sports leagues, teams and venues invest in energy efficiency, water conservation, recycling, renewable energy, safer chemicals and fan engagement focused on remedying some of our most pressing environmental problems. A principal objective of this report is to educate sports professionals, their supply chains and millions of fans about the business case for greening, from achieving cost savings and enhancing brands to developing new sponsorship opportunities and strengthening community ties.

The sports greening success stories featured in this report provide valuable lessons for organizations of all types, whether they are involved with the sports industry or not, highlighting what teams, venues and league jewel events are doing to protect our planet and educate their fans. Each of the team and venue case studies includes four sections that help explain the greening process: (1) Why go green: what motivated teams and venues to start greening? (2) Where to start: how did teams and venues begin, who was involved, and which greening initiatives were investigated first? (3) Challenges overcome and ongoing: challenges teams and venues faced, tactics they used to meet these challenges, and hurdles they still face; and (4) Lessons from the field: important lessons from team and venue experiences as they implemented their green initiatives.



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PROFESSIONAL SPORTS IS PROVING THE BUSINESS CASE OF GOING GREEN

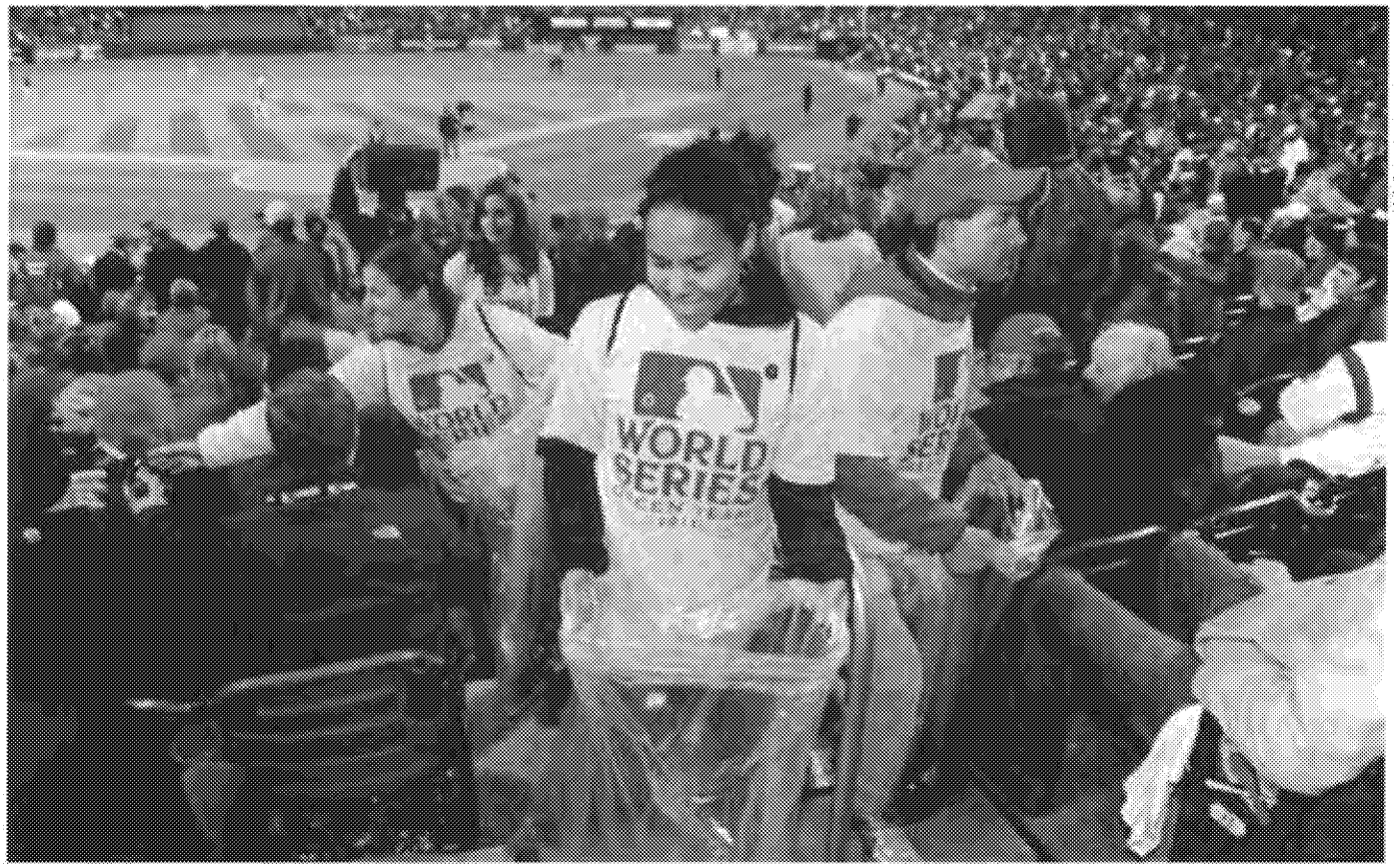
- **Greening provides direct financial savings:** In this report you will learn about the team that saved approximately $1.5 million in utility costs (electricity, natural gas, water and sewer service) from 2006 to 2011 by reducing natural gas use by 60 percent, electricity use by 30 percent and water use by 25 percent. In this report you will also learn precisely how much it cost one major arena in the southeast to achieve LEED Certification.
- **Greening attracts sponsors:** In this report you will learn about the venue that saved $1.6 million in a single year due to its greening efforts; it also attracted about $1 million in new corporate sponsors that aligned with the greening efforts.
- **Greening provides competitive advantage to attract tenants and entertainment clients:** This report includes a profile of the venue where being environmentally conscious has significantly improved brand image and provided a point of market differentiation, which has attracted new clientele and corporate partners. For this venue, going green has provided a platform to attract entertainers who want to play in green venues.
- **Greening enhances the fan experience:** In this report you will learn about one team's efforts to post recycling signs around its venue and provide recycling bags for tailgaters, an initiative that resonates so much with the community that fans roll up their sleeves to help hand out and fill up the recycling bags, which are later picked up by the team.
- **Greening strengthens community ties:** Aside from the operational benefits of going green, this report will tell you about the team that says it has received only positive feedback about its greening initiatives, including thousands of favorable media articles, local community achievement awards and immense fan applause, proving these efforts are worthwhile beyond the business case by representing the core values of the surrounding community. You will also learn about the largest public recycling event in the history of New York City, sponsored by Major League Baseball.
- **Greening builds local economic growth:** You will also learn about one team's investment in onsite renewable energy, which not only directly benefits the environment but also contributes to local clean-tech jobs and helps to boost the local economy by stimulating the state's clean-tech manufacturing industry.

Key findings from the case studies include these:

- All Commissioners of professional sports leagues in the United States have made commitments to environmental stewardship and are actively encouraging the teams in their leagues to incorporate sustainable measures into their operations.
- 15 professional North American stadiums or arenas have achieved LEED green building design certifications, 18 have installed onsite solar arrays, and virtually all have developed or are developing recycling and/or composting programs.
- Among all sports leagues, Major League Baseball has the best-developed environmental data measurement program, followed by the National Hockey League and the National Basketball Association.
- Of the 126 professional sports teams in the five major professional North American leagues, 38 teams have shifted to renewable energy for at least some of their operations, and 68 have energy efficiency programs.
- All of the large sports concessionaires, that collectively feed tens of millions of people each year, have developed environmentally preferable menus for at least some of their offerings.
- All Jewel events, including the World Series, the Super Bowl, the Stanley Cup playoffs, the NBA Playoffs and Finals, the MLS Cup, the US Open Tennis Championships and all of the league All-Star Games, now incorporate greening initiatives into their planning and operations.
- All leagues educate their fans about environmental issues, in particular the need to recycle and to reduce energy and water use.

Perhaps most important, millions of pounds of carbon emissions have been avoided, millions of gallons of water have been saved, and millions of pounds of paper products are being shifted toward recycled content or eliminated altogether.

Certainly much work remains to be done, but it is heartening to note that teams and leagues across North America are implementing meaningful changes and educating tens of millions of fans about environmental stewardship. Collegiate athletics, alongside minor leagues, high school athletics and other organized youth sporting events, are the next frontier for the sports greening movement. Many college athletics departments nationwide have already undertaken impressive environmental initiatives, from LEED-certified facilities and onsite solar arrays to recycling challenges between schools. Colleges are just beginning to tap into the enormous potential to benefit their bottom line and engage their huge communities of sports fans on issues of environmental stewardship.



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THE SPORTS INDUSTRY OFFERS THE POTENTIAL FOR UNPARALLELED OUTREACH TO MILLIONS OF FANS AND BUSINESSES VIA THE SCREENING OF ENVIRONMENTAL PUBLIC SERVICE ANNOUNCEMENTS (PSAS) AND OTHER FORMS OF FAN ENGAGEMENT. FOR EXAMPLE, TO DATE THE SPORTS GREENING PSAS THAT NRDC CREATED IN PARTNERSHIP WITH THE NBA, THE NHL, MLB AND THE USTA HAVE REACHED AN ESTIMATED 45 MILLION PEOPLE VIA BROADCAST TELEVISION AND IN-ARENA SCREENINGS. SEE THESE VIDEOS ABOUT THE IMPORTANCE OF ENVIRONMENTAL STEWARDSHIP AT WWW.NRDC.ORG/GAME-CHANGER.

The motivation for sports to engage in greening is simple. The games we love today were born outdoors, and without clean air to breathe, clean water and a healthy climate, sports would be impossible. In fact, nature is the ultimate source of all economic value. No commerce or culture is possible without clean air and water; fertile topsoil; a chemically stable atmosphere; raw materials for food, energy and medicine; or the natural processing of waste by the millions of species inhabiting our soil, water and air. It is the availability of these wells of natural capital that makes sports and other types of human activities possible. Business leaders must devote the same level of effort to keeping this natural capital intact that they devote to more traditional capital. The sports industry's increasing demand for ecologically better products can help industrial leaders understand and embrace that goal.

This report is a celebration of the sports industry's impressive environmental accomplishments to date, of the extraordinarily important work being done largely behind the scenes, out of the spotlight. This document confirms that going green is savvy business, enabling teams and venues to cut operating costs, strengthen corporate branding, attract sponsors and enhance the fan experience, while providing many environmental benefits. Ideally, the practical examples and expert recommendations included in this report will inspire many more sports teams, and the businesses that service them, to follow their good example. The lessons from those who manage sports facilities will help us move toward ecological stability, crucial for social and economic prosperity. Current and future generations depend on these efforts, and on the prospect that others the world over will notice and emulate this industry's inspiring greening work.

CHAPTER 1: WHY GREENING SPORTS MATTERS

The sports industry's growing embrace of energy efficiency, renewable energy, recycling, water conservation, safer chemicals and healthier food is educating millions of fans about the importance of protecting the environment and natural resources on which we all depend. Through their leadership on the field, court or rink, professional and collegiate sports—and their sponsors—are showing their many fans practical, cost-effective solutions to some of our planet's most dire ecological issues.

Sports leagues, teams and venues are adopting environmental practices to improve their operations and save money while using their unique cultural and economic influence to demonstrate to thousands of businesses and millions of people how to be better environmental stewards. Yet, despite the impressive strides this industry is already taking to protect the environment, the sports greening movement is just beginning. The potential is enormous for professional sports to help move society toward more sustainable practices and lead our economy to a stronger future.

It goes without saying that sports are a hugely popular, economically influential industry. And while team loyalties vary and sports management practices differ, there is one thing we can all agree on: Sports belong to no particular political party. Consequently, perhaps no other industry is better suited to confirm that environmental stewardship has become a mainstream, nonpartisan issue. Hundreds of millions of people of all political, social, religious and economic backgrounds watch sporting events each year, and the global supply chain of the sports industry includes the largest and most influential corporations in the world. In fact, while only 13 percent of Americans say they follow science, 61 percent identify themselves as sports fans.[1]

Consider how culturally influential sports can be: Jesse Owens in 1936, debunking the Aryan supremacy myth. Billie Jean King beating Bobby Riggs in the first female-versus-male professional tennis match, a big step toward pay equality. Passage of Title IX, leading to financing for women's athletics. Muhammad Ali's conscientious objection to the Vietnam War and his role as a spokesman for civil rights. Magic Johnson's openness about his HIV/AIDS infection, which helped to destigmatize that illness. Jackie Robinson breaking the race barrier in Major League Baseball.

Consider as well the combined visibility and market influence of the Super Bowl; the World Series; hockey's Stanley Cup playoffs and Winter Classic; the NBA playoffs and finals; the US Open Tennis Championships; the pro basketball, baseball, hockey and soccer all-star games; and international soccer's World Cup competition. Now consider the value of mobilizing that combined influence to promote greening.

Greening is the process of reviewing operations and procurement policies with an eye toward reducing environmental impacts. It is an ongoing enhancement process that all businesses need to engage in to advance sustainability. The ecological threats we face are real. We have a narrowing window of opportunity in which to limit the ecological damage we are causing, to reduce global warming impacts, to save our oceans and the fisheries they support, and to protect biodiversity and our last remaining wild spaces.

If the sustainable economy does not exist, then it needs to be built. Overwhelmingly it will be built by the private sector. Government, of course, has an irreplaceable role to play in building the infrastructure needed for commerce and culture. Government must also encourage ecologically intelligent private sector investments through incentives and smart regulations. To date, however, government has failed to provide incentives and regulations that will adequately encourage sustainable investments at the scale needed. Indeed, most government incentives and regulations continue to encourage and subsidize ecologically ignorant manufacturing.

There is no single business undertaking or law that can solve our many ecological problems. Rather, it will require countless contributions from every corner of society. However small our day-to-day actions may seem, our collective purchases add up to meaningful regional and global impacts. Most individuals and businesses can do only relatively small things, whether it's buying products made with recycled content, purchasing renewable energy, driving a fuel-efficient car, or conserving water. What is clear, however, is that everyone has to do something to address the ecological pressures we collectively face. And the many small ecological initiatives being implemented throughout the world of sports are adding up, offering us the hope that we can turn current ecological trends around.

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programs launched in 2011 that include metal tennis ball can top recycling, and composting in kitchens and the Food Village dining area. In addition to collecting organic waste from kitchens and restaurants for composting, cooking oil is recovered for conversion into biodiesel fuel. The Open's landfill diversion rate increased by almost 30 percent in 2011 from 2010, with over 200 tons of waste diverted from landfill.

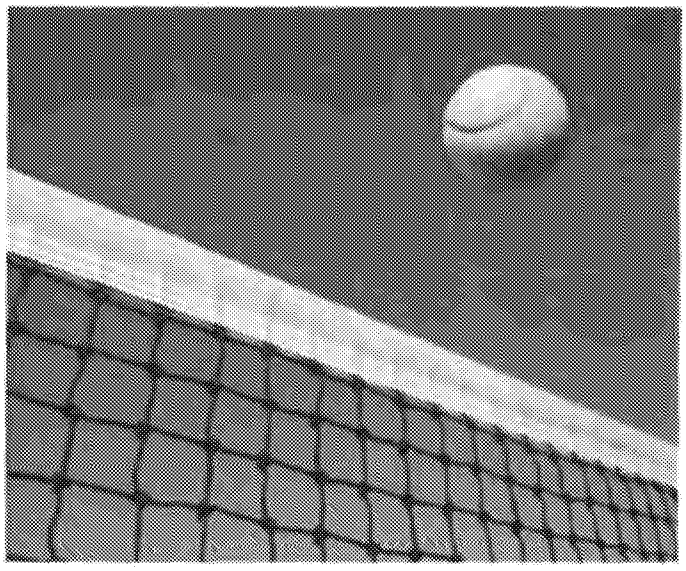
■ **REUSE:** 70,000 tennis balls used during the matches and practices at each Open are reused by USTA tennis programs or donated to community and youth organizations throughout the country.

■ **FOOD:** Levy Restaurants provides ecologically preferable paper products made from post-consumer recycled paper, switching 2.4 million virgin paper napkins to 100 percent post-consumer content in 2008. In addition, through its partnership with Levy, the US Open's local and organic food offerings represented 34 percent of the menu in 2011, with expanded use of organic produce and meats from local farms, and all food serviceware in the Food Village was compostable.

■ **PAPER:** In 2008, the USTA switched the paper it used for game day drawsheets to 100 percent post-consumer recycled content, and in so doing saved 2,123 gallons of wastewater and avoided generating 441 pounds of CO_2-equivalent greenhouse gases and 129 pounds of solid waste. Currently, all paper products used on the grounds, including tickets, maps, tournament guides, restaurant passes, parking flyers, and napkins, include at least 30 percent post-consumer content. Many printed materials (program, drawsheet, etc.) are printed on paper certified by the Forest Stewardship Council. All paper towel dispensers have been replaced with motion-sensor dispensers.

■ **TRANSIT:** The USTA encourages US Open fans to use public transportation during the tournament, including a program first funded by NRDC and now supported by Esurance that distributes over 2000 metro cards to attendees, and through US Open-specific MTA advertisements urging fans to take the subway to the USTA Billie Jean King National Tennis Center. In 2011, 60 percent of fans took mass transit to the US Open, up from 32 percent in 2000.

■ **OUTREACH:** NRDC produced environmentally-educational PSAs featuring Venus Williams, Billie Jean King, and doubles champions Bob and Mike Bryan that were shown throughout the grounds of the USTA Billie Jean King National Tennis Center, including on the Arthur Ashe Stadium jumbotron, at the 2008 US Open (and at subsequent USTA events). The PSAs educated fans and attendees about the environmental benefits of recycling, taking mass transit, buying local and organic food, and using recycled-content



paper, as well as directing them to www.nrdc.org for more information. Two additional Green USTA PSAs produced in 2010 feature Alec Baldwin. NRDC's Eco-Tips reminding fans to reduce, reuse, and recycle are promoted in the US Open Daily Draw-Sheet, at USOpen.org/USTA.com, and in voice announcements heard throughout the grounds. Over 100,000 wallet-sized NRDC eco-tips cards were distributed to 2008 US Open attendees, directing fans to www.nrdc.org. In 2011, the USTA began posting these tips through its social media channels.

■ **MERCHANDISE:** Green products featured as part of the overall US Open Collection of merchandise have included 100 percent organic cotton t-shirts (designed by Heidi Klum and Billie Jean King), hats comprised of 50 percent post-consumer plastic (each hat containing the equivalent of two one-liter recycled plastic bottles), cinch backpacks (each containing the equivalent of six recycled plastic bottles), and reusable totes made from 80 percent post-consumer content. A portion of the proceeds from the US Open organic collection was donated to Unisphere, Inc., the non-profit organization dedicated to maintaining and preserving Flushing Meadows Corona Park, home of the US Open.

"The USTA is committed to reduce its ecological impact and continuously seeks new ways to be at the forefront of the global effort to preserve the environment," said Gordon Smith, executive director and chief operating officer, USTA. "Our dedication to US Open's greening efforts will create a lasting legacy for the environment, as well as encourage tennis fans from all over the world to be environmental stewards."

"If we just take small steps," adds Billie Jean King, "it will lead to big change."

NATIONAL BASKETBALL ASSOCIATION ALL-STAR GAME AND GREEN WEEK

The NBA began working with NRDC's sports greening project in 2007 to enhance the environmental profile of the league. NRDC and NBA launched the league's greening initiative by creating an environmental policy statement that established the league's goal to improve their environmental performance, and presented their sustainability initiative as an institutional priority.

"Through the NBA Green initiative, the league and its teams are taking steps to become a more environmentally responsible organization," said NBA Commissioner David Stern. "With the NRDC's invaluable partnership, we have implemented recycling programs, installed energy- and water-saving fixtures, encouraged the use of sustainable supplies, and promoted the use of mass transit. We know there is more we can do, and we look forward to continuing to work with the NRDC and our teams to help protect our environment."

During the launch of the NBA's green initiative, NRDC assisted the league with environmental assessments at their front offices and at the NBA Store in New York City. NRDC offered strategic advice to the NBA Store on improving their procurement and operational practices, including waste and paper reduction, better paper procurement, low-VOC and environmentally friendly cleaning products and paints, an improved recycling program, and energy-efficiency improvements. At NRDC's suggestion, the NBA removed all plastic items containing the chemical BPA that might come in contact with children. This NBA initiative was four years before the U.S. FDA recommended removing BPA from plastics.

Environmental features have also been incorporated into the NBA's offices and staff events. For instance, the NBA's company-wide picnic in June 2009 reduced the use of disposable utensils, recycled all aluminum cans and plastic bottles, and used 100 percent post-consumer recycled paper products such as sandwich wrap, inner cartons and trays, napkins, and shopping bags.

Soon after the launch of the league's environmental initiative, the "NBA Green" program was formed under the NBA's philanthropic NBA Cares program, and NRDC created customized Greening Advisors that were distributed to all NBA teams and posted on the NBA's HomeCourt intranet site. These web-based advisors provide a comprehensive toolkit for teams and arenas to green their operations.

In an effort to highlight their growing environmental initiatives and engage fans, sponsors, partners, and players, the NBA held its first-ever NBA Green Week in April 2009 at all NBA arenas around the country. As with subsequent Green Weeks, the league held auctions to support environmental efforts, sponsored hands-on community service projects, and featured special on-court apparel.

The inaugural 2009 Green Week also marked the launch of the NBA Green website at www.nba.com/green, including NRDC green tips for home and office, videos and news about team and player greening efforts, and links to resources such as NRDC's Greening Advisor for NBA. In early 2012, the NBA collaborated with NRDC to produce a public service announcement about the league's greening initiative. This PSA was shown in all arenas and on broadcast TV, including ESPN, ABC-TV, TBS, and TNT, as well as NBA-TV, and was viewed by more than 17 million people. The PSA showcased NBA's commitment to renewable energy, recycling, water conservation, and reduced packaging. NBA plans to air this PSA each Green Week in the future, and possibly during its All-Star Game and playoffs.

"One of the things we do well at the NBA is share information and best practices among all of our teams," said Kathy Behrens, executive vice president of social responsibility and player programs for the NBA. "We're

obviously incredibly competitive when it comes to the game and the action on the court. But off the court, we really focus on the things that we can learn from each other, and a lot of what you see on the NBA Green website is really designed to help educate our teams and fans."

The NBA continues to sponsor Green Week each year, working closely with NRDC to continuously improve environmental attributes.

For example, the NBA engages in a number of environmental messaging initiatives. The league's official outfitter, adidas, has provided All-Star players with shirts featuring the NBA Green logo and made from 50 percent recycled polyester. During nationally broadcast games throughout Green Week, players also wore NBA Green headbands, wristbands, and socks made from 45 percent organic cotton. NBA.com held an online auction of Spalding basketballs incorporating 40 percent recycled content and autographed by NBA players. The NBA Store, NBAStore.com, and select team retailers also offered organic cotton NBA Green t-shirts, hats, socks, headbands, and wristbands for purchase, along with recycled-content Spalding basketballs.

Each of the league's 30 teams hosts Green Week community service events such as tree plantings, recycling drives, and park clean-up days to encourage fans to get involved in the league's greening initiative. Teams have also hosted in-arena Go Green Awareness Nights, including promotions of "greener living" tips and auctions to support environmental protection organizations.

"Thanks to great guidance from the NRDC, the NBA and our teams continue to implement new measures to reduce energy consumption and waste throughout all of our business areas," said Kathy Behrens. "NBA Green Week highlights the importance of environmental protection while encouraging fans to do their part by incorporating green habits into their daily lives."

In 2010, league partner HP worked with the Miami HEAT, the Houston Rockets, and the Dallas Mavericks on special service projects throughout NBA Green Week, including a beach clean-up event, and refurbishing homes with Rebuilding Together.

Also during the 2010 NBA Green Week, the NBA Store in New York City hosted a footwear drive to collect slightly worn athletic shoes for donation to Hoops 4 Hope, a global nonprofit organization teaching life skills through basketball to youth in southern Africa. Customers who brought in shoes received a 20 percent discount on purchases of new athletic shoes.

During the 2011 NBA Green Week, the NBA and Sprint launched a Facebook application called "Unlimited Acts of Green," designed to help fans make greener choices in their daily lives. The app included a list of green acts for fans to select from, including cell phone recycling, and displayed the resulting environmental benefits associated with all fan pledges, including amounts of greenhouse gases, electricity, and water saved.

Other NBA event greening initiatives have included:

- NRDC assisted in greening NBA's EuropeLive tour in October 2008, which featured NBA games in four countries in Europe. The 02 arenas being used in London and Berlin were a showcase for sustainability, as they already had in place many environmental features. In London, this included the diversion of 100 percent of food waste for composting and 100 percent of used cooking oil for biodiesel; advanced recycling programs for glass, plastic, paper, and cardboard, which diverted 60 percent of all waste from landfills; a rainwater catchment and recycling system and other water conservation measures; enhanced transportation options that enabled 75 percent of attendees to take mass transit; and energy-efficient lighting, HVAC equipment, and building structure.

- NRDC began its NBA All-Star Game greening collaboration at the 2008 NBA All-Star Game in New Orleans by arranging for an energy audit of the New Orleans Arena and adjacent Louisiana Superdome and Convention Center. NRDC helped the NBA to improve the existing recycling program at the arena to include plastic bottles and aluminum cans, to procure 100 percent recycled content bathroom tissue at the arena, and to provide hybrid cars for staff transportation during the event.

- The 2009 All-Star Game in Phoenix provided the US Airways Center with a chance to showcase their newly installed solar power system. The 1,100-panel solar array, spanning 18,000 square feet atop a parking garage at the arena, is capable of generating approximately 332 MW of energy annually. That's enough energy to power the US Airways Center for 26 Suns home games—the equivalent of eliminating the release of 44,000 pounds of carbon dioxide each year. The NBA also purchased Green-e certified windpower RECs from Arizona Public Service, the US Airways Center's utility, to offset the equivalent of 1,500 megawatt hours of power used at the 2009 All-Star Game. Additionally, the NBA purchased carbon offsets for all generator use at US Airways Center during the All-Star Game, and for the All-Star Game Jam Session and NBA Block Party.

- The 2009 All-Star Game also incorporated comprehensive recycling and waste reduction efforts. An expanded recycling program was implemented at US Airways Center, NBA All-Star Jam Session, the NBA All-Star Block Party, the Phoenix Convention Center, and Heritage Square (during the NBA welcome party) for plastic bottles and aluminum cans. Recycling PSAs were aired in US Airways Center and at the Jam Session and NBA Block Party to remind all attendees to recycle their cans and bottles at all events.

- The 2009 All-Star Game also encouraged and promoted public transportation options with maps, schedules and information provided through the Jam Session website. Paper products, including Jam Session brochures, credentials, office copy paper, media guides, and tickets, were printed using soy inks on paper with post-consumer recycled content that was manufactured using windpower.

Subsequent All-Star Games have continued to expand on these positive environmental initiatives, incorporating individual measures appropriate to each venue. Some additional examples of NBA All-Star Game successes include:

- Ongoing purchase of renewable energy credits and carbon offsets to balance power consumed at the All-Star Games.
- Expanding recycling services in facilities used in All-Star events.
- Avoiding potentially harmful polyvinyl chloride (PVC) plastics in producing banners.
- Showcasing the use of an electric vehicle used for Jam Van, with solar panels powering interior accessories.

In addition, the NBA has partnered with host cities and recycling organizations, as well as companies such as Sprint, to conduct electronics recycling drives in conjunction with All-Star Games and Green Week. The NBA and its partner organizations encourage fans to bring electronics nearing their end of life to their e-recycling events, where they are recycled responsibly by e-Steward certified organizations. Fans dropping off electronics for recycling receive prizes such as tickets to NBA All-Star Jam Session, a four-day interactive basketball event featuring more than 500,000 square feet of NBA All-Star entertainment. During the NBA All-Star Games 2012 in Orlando, the NBA and Sprint collected 23,000 pounds of used electronics for recycling.

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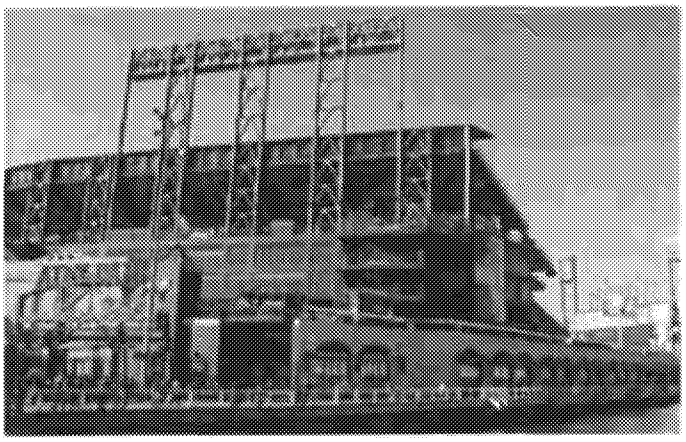


LESSONS FROM THE FIELD

CREATE THE RIGHT WORK ENVIRONMENT: For those just getting started or struggling to get green initiatives off the ground, Costa suggests going back to basics by creating the right work environment for success. "You've got to really circle the wagons. You need to create a different mindset and environment based on cooperation," he explains. "Meet and talk through every aspect of these issues, from the financial to the emotional to the practical to the fundamental realities of your business and partners."

ESTABLISH A DIVERSE AND DEDICATED GREEN STEERING COMMITTEE (ESPECIALLY FOR PURSUING LEED): Start by getting the right people together. "We'd recommend establishing a steering committee made up of a variety of people from many departments within the company and from external partners that come together and are dedicated to the process," says Costa. "The desire and the resources all need to be in alignment to make it happen. No single person can get this done. You need a collaborative group of people with the vision, passion and commitment to put their money where their mouth is. That takes courage and conviction."

INVOLVE ALL PARTNERS: Given the complex nature of ballpark services, the Giants involve all venue stakeholders including PG&E (sponsor), ABM Services (building and facilities management), Centerplate (hospitality and concessions), Toro Irrigation (landscape management), and Recology (waste management) to ensure successful ballpark-wide integration of green initiatives. They also recommend capitalizing on the opportunity to share your green story by having your partners assist you in telling it. Involving stakeholders will increase the volume of your voice and the penetration of the message.

HOLD REGULAR GREEN MEETINGS TO STAY ON TOP OF MARKET TRENDS: Costa likens the rapidly changing green-tech space (such as the lighting industry) to the Apple iPad. "What's good yesterday may not be so good tomorrow, and you find yourself constantly questioning when to invest in upgrades if newer and newer versions continue to be released," he explains. "The iPad is actually a great analogy for what it feels like trying to stay on top of the many increasingly efficient technologies available in the marketplace." For instance, Felder points out, "the packaging that was available five years ago wouldn't have allowed us to be where we are now."

The Giants use regular meetings with their partners to keep themselves informed on new products. "We do evaluations of our product use during every home stand and have regular meetings with our partners on an ongoing basis. We use a combination of internal staff research and the advice of external partners like PG&E, Recology and Centerplate to vet the market for new products and technologies," says Costa. "Centerplate is a particularly helpful resource because they are able to learn a lot from working with a lot of venues across the country on these issues."

"We also look for technological trends in the marketplace," adds Felder. "ABM, our engineering group, has done a lot of work with us on lighting and does a lot of research on electronic products for us."

COORDINATE WITH OTHER BUYERS TO HELP WITH PRODUCT COST AND AVAILABILITY: Partner with other teams, venues and even other companies in your area to harmonize purchasing requests and build the market for environmentally friendly products.

GOING GREEN IS AN INVESTMENT: "The single greatest issue that we face today is that it's not inexpensive to go green. That's just being flat-out honest," say Costa. "You will need to spend some money." Though Costa believes strongly in the benefits of increased efficiency (including resource savings, financial savings, favorable press, brand enhancement, environmental benefits, public health benefits and the strengthening of community ties), he says, "You are constantly balancing cost and the willingness of your partners to adapt."

"Achieving LEED certification is a six-figure application process and requires you to devote staff resources almost exclusively to the LEED application," points out Costa. "It took us about 14 months from the time we started at the beginning of 2009 until we got certified in March of 2010." Felder agrees that large projects like pursing LEED certification may be difficult to justify financially in the short term. "You could say that LEED certification was an expense that might have been hard to justify, but what we're finding is that it really does pay off over time."

PURSUE GREEN INITIATIVES INCREMENTALLY: It's often more affordable to pursue incremental upgrades and work your way around a facility. "No one can do it all at once, unless they have unlimited resources," says Costa. "Most teams need to take on smaller, incremental initiatives that you orchestrate the right way, in concert with your whole system, to continue to make progress every day," he explains. "We take a dogmatic, methodical approach to greening."

Case Study

AMERICANAIRLINES ARENA, HOME OF THE MIAMI HEAT

ARENA STATS

Location: Miami, Florida
Began Construction: February 6, 1998
Opened: December 31, 1999
Seating Capacity: 19,600
Owner: Miami-Dade County
Operator: Basketball Properties Ltd.
Venue Uses: NBA games, WWE wrestling matches, family shows and concerts
Construction Cost: $297 million (in 2012 dollars)
LEED Certification: Certified LEED for Existing Buildings: Operations and Maintenance in April 2009

THE HEAT'S GREENING STORY: MOTIVATIONS, CHALLENGES AND LESSONS FROM THE FIELD

The Miami HEAT have been sports industry leaders in green building initiatives and comprehensive tracking of facility-wide resource use since AmericanAirlines Arena became LEED-certified for existing buildings: operations and maintenance (EBOM) in the spring of 2009. For the better part of a year the HEAT worked on enhancing their operations in a race against the Atlanta Hawks to win the first LEED Certification for an arena in the National Basketball Association. The showdown culminated in a dead heat when the Green Building Certification Institute, a subset of the U.S. Green Building Council, awarded AmericanAirlines Arena and Philips Arena, the home of the Hawks, LEED certification on the same day, April 7, 2009.

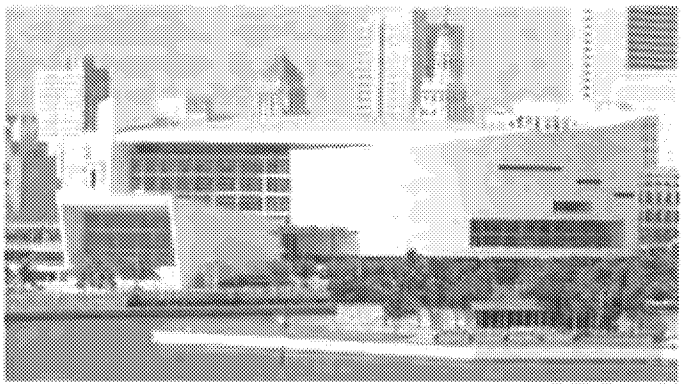
With a LEED certification under their belt, and many cost benefits and positive press mentions to boot, the HEAT are now working toward LEED recertification in 2014, which requires improving on all of their 2009 efficiency achievements.

"IT'S A POINT OF DIFFERENTIATION FOR US FROM A BUSINESS PERSPECTIVE. IT PROVIDES A PLATFORM FOR US TO ATTRACT ACTS AND ENTERTAINMENT THAT WANT TO PLAY IN GREEN VENUES," says Eric Woolworth, president of the HEAT Group's business operations.

WHY GO GREEN?

According to Jackie Ventura, operations coordinator for the HEAT Group, the direct benefits of greening and LEED certification include financial savings, attracting green-based sponsorships, brand enhancement, competitive advantage, raised community profile and improved company culture. "Sustainability equals savings. In one year, thanks to our greening and responsible energy consumption measures, we saved $1.6 million," says Ventura. "We also attracted about $1 million in new corporate sponsors, which include Home Depot and Waste Management, who aligned with our greening efforts as sponsors of our LEED initiative. Being environmentally conscious improves our brand's image so that we now talk with companies that never would have approached us before, such as Johnson & Johnson and Georgia Pacific."

The HEAT also include their green accolades in their pitch to attract performing artists to their arena. When the team first announced its LEED certification and ongoing commitment to greening in 2009, Eric Woolworth, president of the HEAT Group's business operations, said, "It's a point of differentiation for us from a business perspective. It



©Miami HEAT

STANDOUT GREENING ACCOMPLISHMENTS

- The HEAT's energy efficiency initiatives have enabled the AmericanAirlines Arena to consume 53 percent less energy than the average facility of similar size and use, according to EnergyStar's Portfolio Manager.
- The organization replaced 240 lamps in the arena's concession stands and merchandise locations with compact fluorescent lights (14-watt bulbs replaced 60-watt bulbs). This move saves $976 annually and recouped the capital investment in two years.
- The team implemented a building automation system (provided by Johnson Control) to monitor and control heating, cooling and ventilation.
- The HEAT reduced the heat island effect and saved energy by using a more reflective "white" roofing and underground parking.
- The team also added 9,161 square feet of canopies to reduce the heat island effect.
- In 2009, the HEAT achieved a 16.7 percent reduction in potable water use and saved more than $5,000 in water costs through low-flow faucet and toilet upgrades and by increasing plumbing efficiency.
- The HEAT save almost $11,000 annually due to greater irrigation efficiency. All irrigation of planters and landscaped areas is done by a drip system or a soak system that applies water directly to the roots, and all lines have low-flow nozzles. Also, timers are used so that irrigation takes place in the middle of the night in order to minimize evaporation.
- The HEAT permanently installed water meters to measure the consumption of potable water and water used in irrigating all landscaped areas. The meters are monitored on a weekly basis.
- The HEAT established an environmentally preferable purchasing policy and a solid waste management purchasing policy (43 percent of purchases are sustainable).

provides a platform for us to attract acts and entertainment that want to play in green venues."

Woolworth explained that the HEAT pursued greening because they understood the influence their organization has in the community and marketplace. "Achieving LEED certification is a great affirmation of the AmericanAirlines Arena's commitment to energy conservation and environmentally responsible operations," said Woolworth at the announcement of the LEED certification. "Being among the first arenas in the U.S. to be LEED-certified, we hope to inspire businesses of all kinds to think green and make a positive impact on our earth."[1]

The HEAT became devoted to greening not only to show community leadership, improve the efficiency of their operations and benefit the environment, but also because the team wanted to seize the opportunity to be a trailblazer for professional sports. "The HEAT Group, the business operations behind the Miami HEAT team, prides itself on being an innovative organization," says Lorrie-Ann Diaz, director of marketing communications. "As a professional sports franchise, being competitive is part of who we are and what we do, and we're proud to be one of the first major professional sports facilities to achieve the incredibly important LEED certification."

Greening enabled the HEAT to attract positive press and create new community-based opportunities. "We knew that being the first NBA arena to be LEED-certified would attract great publicity," says Ventura, "but as we discovered that it was an exciting way to engage with the city and with the community, we realized how important it was to make greening a big part of our game. Our green work is a great avenue to introduce these concepts to people who don't have access to or don't yet care about these issues. It's a domino effect."

Ventura stresses the importance of magnifying the green message by leveraging the HEAT's brand. "We have so much power in this business. We have incredible access to so many people on a daily basis," she says. "We had over 1.5 million visitors to sporting and entertainment events last year alone. If you impact half of those people and they share it with a couple of other people, the impact adds up. Pretty soon we'll be doing a lot of good."

Manny Diaz, the mayor of Miami at the time of the HEAT Group's LEED certification, promoted the HEAT's greening work as a positive model for local businesses. "The AmericanAirlines Arena is a catalyst for all Miami businesses to invest in a greener future," he said. "The arena's commitment to the earth and our community paves the way for other companies in downtown Miami to follow that path and make a lasting difference."[2]

WHERE TO START?

The HEAT Group first learned about greening opportunities from the NBA head office. In 2007 the NBA established a partnership with the Natural Resources Defense Council (NRDC) to enhance their environmental profile. As part of this program, during the summer of 2008 the NBA worked with NRDC to establish the Commissioner's Initiative on Sustainable Arena Operations and Team Practices. The league also circulated the NRDC Greening Advisor to help all NBA teams learn how to become greener.

The NBA's environmental commitment and NRDC's resources motivated the HEAT Group to find out whether they could achieve LEED certification. "When NRDC got together with the NBA and made some league-wide environmental recommendations, it really kick-started our interest in greening," says Ventura. "We began by looking into LEED to see if we could get certification. Lo and behold, just by doing the checklist on the U.S. Green Building Council website, we were pretty confident that we could pursue

THE HEAT'S LEED CERTIFICATION COST-SAVING ANALYSIS BREAKDOWN

- Total LEED Project Cost: $73,384
  - Registration: $600
  - Certification: $15,000
  - Expedited evaluation (optional): $10,000
  - 550 internal staff hours: approx. $47,592
  - Various manuals: $192
- Total LEED Project Annual Savings: $1,616,480
  - Energy savings: approx. $1.6 million
  - Lighting annual savings: $976
  - Efficient plumbing fixtures: $5,440
  - Responsible landscaping: $10,822

COST SUMMARY

- Total Expense: -$73,384 ($25,792 out-of-pocket)
- Annual Savings: +$1,616,480
- Green Sponsorship: +$1,000,000
- **Full return on investment within one year, plus millions in ongoing annual savings.**

"IT WAS GREAT TO SEE THAT BY BEING FISCALLY RESPONSIBLE WE WERE BEING SUSTAINABLE AS WELL," says Jackie Ventura, operations coordinator for the HEAT Group.

certification."

To work on the LEED application, the HEAT Group put together a "green team" made up of internal staff members and Laura Crave, a LEED Accredited Professional and director of marketing for Dade Paper, one of the HEAT's major vendors. "As LEED certification is such an important element of our green mission, we decided to complete the project in-house, and luckily, most of the staff in our operations department have been part of the HEAT Group for a long time," says Ventura. "Everyone had a solid foundation in the operation of the building, so we knew this was something we could pursue without third-party involvement."

According to Ventura, the HEAT recognized the value of training their staff in efficient building practices while pursuing certification. "Our team of facility managers, engineers and maintenance staff took ownership of the project and made the commitment to become LEED experts themselves," she says. "We were able to complete the process in record time, and the accomplishment was more meaningful because our own team of dedicated professionals made it happen."

Thanks to strong support from the executive staff, particularly Eric Woolworth and general manager Kim Stone, the HEAT Group was able to register the AmericanAirlines Arena for LEED certification on November 18, 2008, just a few months after learning about the LEED opportunity. "Everyone was really on board with getting the initiative done. Our goal was to unveil our certification during the NBA's Green Week in April 2009, and our president and business operators said, 'Make this happen' and 'You have my support,' " says Ventura. "This required that the internal green team's regular duties be delegated to other staff members in the interim. The staff all supported being more sustainable and were happy to contribute to the project wherever they were needed."

The HEAT started with the LEED checklists of prerequisites and credits required to achieve EBOM certification. "We began with the prerequisites because obviously without those you can't follow through with certification," explains Ventura. "We were surprised that we already qualified for all of the LEED prerequisites because, honestly, most of our prior decisions were fiscally motivated."

CHALLENGES: OVERCOME AND ONGOING

Pursuing LEED certification requires investment, including significant up-front capital and staff time. However, the costs associated with green upgrades and LEED certification are minimal relative to the significant utilities savings available for a major facility like the AmericanAirlines Arena. "We spent $1,594,309 during the 2008 calendar year. If we ran the AmericanAirlines Arena at the current national average, we could potentially be spending approximately $3,010,000 annually on energy consumption each year," explains Ventura. "So thanks to our greening work and responsible energy consumption, which is 53 percent more efficient than the average arena, we now save approximately $1.6 million on energy costs annually."

Ventura credits the HEAT's efficient and straightforward LEED application process to consistent and knowledgeable staff, impeccable recordkeeping, responsible utility consumption and easy-to-use electronic blueprints. "We found that most of our practices were already LEED compliant," she says. "We have always been very vigilant about tracking our consumption with electricity, water, gas, et cetera. I have spreadsheets and electronic records of all facility-wide consumption from the opening of the building in 1999, so we were confident that we would meet all of the LEED baselines."

The greatest challenge the HEAT faced was accurately and efficiently completing all of the LEED application paperwork. "We found filling out all of the paperwork in-house was more of a challenge than any other," says Ventura. "Many of the LEED credits required us to put our typical (and some new) practices, like buying recycled content and EPA-recommended efficient products, down on paper as

"WHILE LEED WASN'T NECESSARILY THE IMPETUS FOR A LOT OF OUR EFFICIENCY PROJECTS, IN THE LONG RUN IT HAS SERVED AS THE REASON WHY WE KEEP ADHERING TO AND IMPROVING UPON THE GREENER PRACTICES WE HAD IN PLACE BEFORE," says Ventura

formal policies. None of our prior standard operating procedures addressed these types of practices, so LEED served the dual purpose of allowing us to update our SOPs." The LEED process motivated the HEAT Group to advance environmentally friendly purchasing across more product categories, including cleaning supplies, all paper products, lighting and electronics.

Ventura attributes the ease of implementing green purchasing programs at AmericanAirlines Arena to the HEAT's longstanding vendor relationships and loyalty. "We are very loyal to our vendors. They are also loyal to us and make sure we are the best we can be," she says. "For example, one of our suppliers, Dade Paper, has been in the building since day one. They were really great about going through all of our requirements and communicating about upcoming products. They assisted us in a seamless transition to new products, such as 100 percent recycled paper towels and EPA-recommended foam soap."

Thanks to these strong relationships, the HEAT Group was also able to rely on partners for sponsorship of its LEED-based green initiatives. "We've had an account with Home Depot for about 10 years and they sponsored our first year of LEED certification," says Ventura. "Waste Management has also been in the building since day one. They were very supportive of our LEED application process as well and continue to partner with us to significantly expand our recycling programs. They provide all of the balers, toters, garbage cans and signage for branding. They have also sponsored community outreach programs like our e-Recycling drive in April 2012. The recycling proceeds from all of the electronics went directly to Miami-Dade County Public Schools to aid in their efforts to upgrade technology in classrooms across our county. "

The HEAT's vendors have played a key role in watching the market for new technologies as well. "We make most of the building products purchasing decisions internally for things like lightbulbs and office supplies," explains Ventura. "In terms of our cleaning supplies and larger pieces of equipment, we rely on our vendors to bring us new technologies as they come out. We are very lucky that we have a good relationship with our major vendors, and they are very vigilant about bringing these new products to us. They are very aware that we have high standards and are working on recertification."

The HEAT Group has already started working toward LEED EBOM recertification in 2014, which requires improving on all 2009 green initiatives. This time the organization is aiming for LEED Silver certification. "For recertification, 2009 is our baseline. Our consumption must stay even or below our 2009 figures and we need to implement new green initiatives," Ventura explains. "For example, we've completed installation of virtual frequency drives on the air handlers and have begun adding them to our chilled water pumps as well. We upgraded our hot water gas boiler to a high-efficiency model, which has effectively reduced our gas consumption to a third of what it was in fiscal year 2009—49,907 therms versus 15,574 therms." The HEAT Group has also been upgrading more of its arena's lights to LEDs and purchasing office products with a higher percentage of post-consumer recycled content. "Switching up to LED lightbulbs, which are now more readily available, is logical because although they cost more initially, the extended life expectancy will reduce replacement and long-term spending and will help us earn recertification," says Ventura. "We are very conscious of the decisions we make to ensure they are in line with the recertification process. Thanks to our comprehensive data collection and green building success to date, we can also easily justify new greening projects by showing our executive staff a cost–benefit analysis of why an up-front investment is a good idea in the long term."

LESSONS FROM THE FIELD

GREENING AND LEED CERTIFICATION HAVE MULTIPLE DIVIDENDS; YOU WILL LIKELY RECOUP YOUR INVESTMENT: According to Ventura, the direct benefits of greening and LEED certification include financial savings, green-based sponsorships, brand enhancement, competitive advantage, raised community profile and improved company culture. Despite devoting more than $70,000 to their LEED application, the HEAT's return on investment for all of the green projects included in their LEED process was less than one year, with millions in resource savings since then. "Sustainability equals savings. In one year, thanks to our greening and responsible energy consumption measures, we saved $1.8 million," Ventura notes. "We also attracted about $1 million in new corporate sponsors, which include Home Depot and Waste Management, who aligned with our greening efforts as sponsors of our LEED initiative."

USE THE READILY AVAILABLE ONLINE RESOURCES TO BREAK DOWN THE GREENING PROCESS: "The most important takeaway is not to be overwhelmed by the process, particularly for LEED," says Ventura. "When you begin it can seem very overwhelming, but NRDC, the U.S. Green Building Council, and the EPA have a ton of resources for people trying to be greener and/or achieve LEED certification. It is not as overwhelming or daunting as it seems if you have your information in order and use these resources as a guide."

"WE TREND OUR EVENTS TO SEE WHEN CONSUMPTION PEAKS FOR CHILLED WATER AND ELECTRICITY SO THAT WE CAN ADAPT AND BECOME MORE EFFICIENT," says Ventura. "IF YOU DON'T HAVE THAT INFORMATION AVAILABLE TO YOU, THE BASIC DATA, THERE IS NO WAY TO GET A HANDLE ON WHAT YOU'RE USING AND HOW TO IMPROVE."

TRACK YOUR RESOURCE USE FACILITY-WIDE AND KEEP COMPREHENSIVE RECORDS: "We've been keeping records since day one. We know how much we've consumed and spent since the day we opened," says Ventura. "It has been so helpful to create those baselines for LEED certification. We have numbers, graphs, consumption trends and demand analysis for all of our utilities that can be used as a quick reference guide as needed. We also use the data to help us gauge our budget projections and monitor our peak consumptions."

USE ELECTRONIC BLUEPRINTS OF YOUR FACILITY: "We recommend having accurate final blueprints for your facility. We use computer-aided design. The blueprints are extremely helpful for calculating square footage and dividing building space by type," explains Ventura. "Some LEED credits require you to upload blueprints, so having electronic versions—and someone who can manipulate the documents to showcase only the areas requested for LEED—is very beneficial."

THERE ARE PLENTY OF GREEN ALTERNATIVES TO LEED CERTIFICATION: LEED isn't the only way to be greener and save money. "Form an eco-committee, join EPA's EnergyStar program, increase recycling, reduce water and paper use, adopt LEED's green cleaning requirements, green your supply chain, promote carpools, use renewable energy and raise public awareness," suggests Ventura.

ENGAGE FANS WITH GREEN ACTIVITIES ON THE CONCOURSE: "We had Pepsi's Dream Machine on the concourse. Fans and employees could deposit plastic bottles and turn them into points, which could be redeemed for coupons at local establishments and prizes including mini HEAT souvenirs," says Ventura. "We installed the Dream Machine recycling attraction in partnership with PepsiCo, and the revenue from recycling the plastic bottles and aluminum cans was donated to funds that lend support to U.S. veterans with disabilities, which was another added incentive for fans to participate."

ATTRACT ADDITIONAL PRESS BY HAVING MULTIPLE UNVEILINGS AT ONCE: "We were able to extend our 'green limelight' to about three months by coordinating multiple unveilings at once," says Lorrie-Ann Diaz. "We unveiled our LEED certification three weeks after our 3,400-square-foot, low-energy-consumption LED screen was installed and continue to promote our certification on the front fascia of the building."

ENDNOTES

1 "AmericanAirlines Arena Awarded Prestigious LEED® Green Building Certification." Heat News, NBA.com (April 15, 2009). www.nba.com/heat/news/aaarena_awarded_LEED.html (accessed June 19, 2012).

2 Ibid.

Pages intentionally omitted

CASE STUDY

STAPLES CENTER, HOME OF THE LOS ANGELES CLIPPERS, LOS ANGELES LAKERS, LOS ANGELES KINGS, AND LOS ANGELES SPARKS

ARENA STATS

Location: Los Angeles, California
Began Construction: March 31, 1998
Opened: October 17, 1999
Seating Capacity: 20,000
Owner: AEG
Operator: AEG
Venue Uses: NBA, WNBA and NHL games, concerts, family shows, Grammy Awards and other high-profile events.
Construction Cost: $407 million
ISO 14001 Certification: December 2010

STAPLES CENTER'S GREENING STORY: MOTIVATIONS, CHALLENGES AND LESSONS FROM THE FIELD

STAPLES Center in downtown Los Angeles is undoubtedly one of the busiest arenas in the world, hosting more than 250 events and nearly 4 million guests each year. The arena is home to four professional sports franchises—the NBA's Los Angeles Lakers and Los Angeles Clippers, the NHL's 2012 Stanley Cup Champion Los Angeles Kings and the WNBA's Los Angeles Sparks—and also hosts many high-profile events, including the annual X Games and Grammy Awards. Other notable events include the 2004 and 2011 NBA All-Star Weekends, the 2002 NHL All-Star Game, the 2000 Democratic National Convention, and the 2011 World Figure Skating Championships.

Since the arena opened in 1999, STAPLES Center's operations team has aimed to run it as efficiently as possible. With the help of AEG, STAPLES Center has become a leader in environmentally better practices, boasting a 1,727-panel solar array atop its roof; high-efficiency lighting, equipment, and energy management systems; and waterless urinals, among other initiatives. AEG and STAPLES Center developed an environmental management system (EMS) to guide employees in reducing the environmental impact of STAPLES Center's daily operations. As a result, the STAPLES Center became the first U.S. arena to receive an ISO 14001 certification in 2010.

WHY GO GREEN?

Efficiency and innovation have always been important to STAPLES Center's management team. "We're always reminded by our ownership to save energy, save water, identify state-of-the-art technology and pass on these practices and lessons whenever possible," says Bill Pottorff, vice president of engineering for STAPLES Center and Nokia Theatre L.A. Live. "When you realize that this is truly a priority to our organization, you have to look for ways to do that. Beginning with the planning and design of STAPLES Center in 1998, this has always been our way of life."

"AEG's corporate sustainability program—the collection of information and recognition of the environmental priority—formally started in 2006 when our music branch AEG Live raised the question to our CEO," explains Jennifer Regan, global sustainability director at AEG, STAPLES Center's owner and operator. "They said, 'Hey, we've got artists and staff who care about the environment; we need to address our environmental impact.' The CEO realized that our clients and our content division were telling us that we needed to answer these questions. He turned to the company's corporate office and asked them to put together a green team."

WHERE TO START?

"STAPLES Center's management team have always been early adopters of innovative technology while being proactive in connecting with their corporate, government and community partners to identify best uses for these technologies," says Regan. "For example, they began installing electric charging stations for their guests beginning in 1999 when the arena first opened."

STANDOUT GREENING ACCOMPLISHMENTS

- STAPLES Center is the first U.S. arena to achieve ISO 14001 certification for an environmental management system (EMS), a written program setting forth environmental goals and practices.
- The venue uses AEG's Ecometrics system to measure and report environmental data and performance.
- The center implemented a variety of conservation measures through its EMS to reduce electricity consumption overall by 12 percent.
- It installed a 1,727-panel solar array covering 25,000 square feet of the arena's roof. The 345.6-kilowatt system supplies 5 to 20 percent of the building's energy use (depending on load) and produces 525,000 kilowatt-hours annually, saving an average of $55,000 per year.
- In 2012 a comprehensive lighting retrofit replaced almost 3,000 halogen fixtures throughout the facility with more energy-efficient LEDs, saving nearly $80,000 per year—2 percent of total energy costs.
- Low-voltage lighting relays control the sequence and operation of all task, general and event lighting, illuminating groups for specific times and uses.
- The facility switched to electronic ballast instead of magnetic ballast.
- It uses variable-speed drives on all air handlers and one chiller.
- The center has time schedules for and photo cell control of exterior lighting.
- Super-efficient three-phase motors are in use.
- All 178 conventional urinals were replaced with waterless urinals—for total annual savings of more than 7 million gallons of water and about $28,200 in direct water costs.
- The center documents and achieves at least a 50 percent landfill diversion rate annually in full compliance with California AB 2176, collecting cardboard, wood pallets and electronic waste and, with the help of Levy Restaurants, collecting glass, plastic and aluminum beverage containers.
- Over 90 percent of STAPLES Center cleaning products have green certifications.
- 100 percent of all toilet paper, paper towels and copy paper are a minimum of 30 percent post-consumer recycled content.
- Electrical vehicle charging stations have been installed in adjacent parking lots and structures.
- Public transportation is encouraged through partnerships with Los Angeles Kings, with ticket discounts offered to metro riders and other tenants and promoters.
- Secure bike racks were installed on the venue property, and management is reviewing contracts for bike valet programs for major events.

Most of STAPLES Center's environmental initiatives began with behind-the-scenes efficiency projects. "A lot of it was just best practices in the industry," explains Pottorff. "One of our first projects was putting medium-volt 4160-volt variable frequency drives on our primary chiller here. That was about a 2¼-year payback. Those drives are typically done on 480-volt chillers, and we took it up a level. People had been doing them on medium-voltage chillers for a couple of years, which led us to believe we could go further. It was a fun project because we took a 480-volt drive card and put it into our 4160-volt chiller and basically tricked it. We got everything tweaked and fine-tuned and it's been running great ever since."

AEG's corporate sustainability department set out to develop an environmental program that would provide employees with guidance and the tools necessary to improve AEG's environmental performance. "We had a sustainability committee with leaders from each business unit meeting to develop a sustainability road map. We also included the STAPLES Center team on that committee as their wealth of experience and success stories helped everyone to see how beneficial an environmental and efficiency priority could be," Regan explains. "From the AEG side of the story, beginning in 2008, we engaged industry experts and consultants to help us identify projects and develop the core components of our environmental program, which we now call AEG 1Earth. The core components of the program are AEG's environmental policy, long-term goals and an environmental performance tracking system, AEG Ecometrics. As the home base and flagship venue, STAPLES Center was the test ground for early versions of Ecometrics and several other projects."

In 2008, STAPLES Center participated in a number of energy and water audits, one of which NRDC arranged through the L.A. Department of Water and Power, to analyze the building's energy and water use and identify opportunities for further efficiency enhancements. "We did an energy assessment and identified low-hanging fruit," says Regan. "The energy audit ultimately confirmed the importance of projects that our engineers had already proposed. Ultimately, the results helped the management team prioritize the opportunities and identify rebates." Among these confirmed efficiency opportunities were lighting and equipment retrofits, onsite solar panels, and waterless urinals, all of which have since been implemented.

STAPLES Center also implemented numerous lighting and equipment upgrades. "We've taken basically every incandescent bulb out on all three suite levels and replaced them with LEDs. That's continuing in other areas of the building," says Pottorff. These lighting retrofits, expected to be completed in 2012, will replace more than 3,000 halogen fixtures with LEDs and will save an estimated $80,000 annually in energy costs. "Beyond energy savings, rebates from the utility and lowered labor costs also bring down the costs of this investment," notes Sam Kropp, vice president of building operations for STAPLES Center and Nokia Theatre L.A. Live. "We had our capital outlay and then the utility reimbursed us for a portion of that cost. And, I think most notably, it's the lack of labor needed to change these incandescent bulbs day in and day out that is most appealing. We have about 160 suites that basically had a minimum of six fixtures each, and now we've replaced all that with LEDs. That's a big savings we realized there."

One of the STAPLES Center's biggest projects in 2008 was the installation of a 1,727-panel solar array covering 25,000 square feet of the arena's roof—the largest solar array at any sports facility in the world at the time. The 345.6-kilowatt system produces 525,000 kilowatt-hours annually, saving an average of $55,000 a year. "On a sunny day with a low base load of energy use, the panels provide up to 20 percent of energy use," explains Regan. "Because we have over 250 events per year, including mega-events like the Grammy Awards and NBA and NHL playoffs, the panels provide only 5 percent of our total annual energy use."

By 2009, with a number of impressive efficiency projects under their belt, AEG and STAPLES Center wanted to go a step further in formalizing their environmental program. "We wanted to take on our biggest challenge yet: engaging our staff, vendors and tenants," says Regan. "Collectively, we decided to develop a formal environmental management system to systematize their efforts. They evaluated the prospect of pursuing LEED certification for the building but ultimately decided to go after ISO 14001 certification of their EMS instead."

Regan explains AEG and STAPLES Center's decision: "We were introduced to two key environmental systems in 2007: LEED and ISO 14001. We started to use the LEED standards internally to identify building projects, but they didn't provide much guidance on how to engage and train staff. Having already performed a formal energy audit, AEG was comfortable that the STAPLES Center's operations and engineering team were proficient in terms of building efficiency in line with many of the LEED guidelines," she continues. "We understood LEED's value, but our challenge wasn't in knowing what technology to put in place; it was in understanding how to engage other parts of our venue in the environmental program. So we thought that the most important thing was to engage our employees, and we selected the standard we could use to that end."

Unlike LEED's fixed, environmental infrastructure–based requirements, an EMS is a self-defined written framework describing an organization's environmental best practices and goals, including how to integrate environmental responsibilities into its staff training and job responsibilities. "ISO 14001 does not have a rating system—it identifies the activities and topics that must be addressed but allows the applicant to define how it will address them," Regan explains. "As ISO 14001 is self-defined, some people say it has potential to be a weaker third-party certification. But unlike LEED, ISO 14001 requires an annual third-party audit to ensure you comply with your self-defined program as well as with local and federal laws. LEED might be stronger about prescribing and ranking what environmental features should be implemented, but ISO is stronger in defining how thoroughly to train and communicate your initiatives to staff and how to assign environmental responsibilities throughout your operations," she points out. Although LEED has always been on the agenda for STAPLES Center, Regan says, "LEED doesn't have an annual surveillance audit and doesn't get too prescriptive in terms of staff engagement. Since a lot of our efficiency programs depend on how people manage our buildings, ISO was the first priority for us." The ISO 14001 emphasis on staff training and annual auditing were key reasons why STAPLES Center pursued ISO certification first.

Examining each department and the role of its staff members in the company's environmental performance was an essential piece in the ISO and EMS process. "We did a formal environmental impact assessment and met with the head of each department and identified which job positions in their department had any impact on the environmental impacts of the company," Regan explains. "This process helped the company understand where the impacts were and identified additional ways our staff could play a role in reducing certain impacts. Everyone has a small impact on consumption of paper and electricity. But a thorough review of each department's environmental impact helped us identify specific initiatives for each department. For example, only security could impact the energy consumption of the security scanners by unplugging them at a certain times, while our box office staff could identify additional recycling receptacles that would be needed because their office uses more paper than our other offices."

Developing an EMS has helped expand the environmental program consistently throughout the entire company. Starting in 2010, STAPLES Center created an organization-wide green team that engages all arena divisions in department-specific environmental initiatives. "We engaged all levels of management to create an arena-wide green team," says Regan. "We had relied heavily on operations and engineers, but now with the green team, we are able to engage guest services, human resources, security, our premium-seating staff and our food and beverage partner, Levy Restaurants, which really didn't happen till we did the ISO certification."

Getting the EMS in place required setting aside time each week to focus on documentation work. "The average time to develop an EMS is three hours a week for two months," says Regan. "This mainly encompasses documenting practices

AEG/STAPLES ISO 14001 Certified Environmental Management System

Standard Operating Procedures and Training Include:

- Chemical acquisition forms
- Energy conservation guidelines
- Environmentally preferable procurement guidelines
- Environmental activities risk ranking
- Generator testing procedures
- Green event services
- Landscape and hardscape management plans
- Hazardous communication program
- Hazardous and universal waste program
- Integrated pest management plan
- Lighting policy
- Paint management plan
- Refrigerant audit log
- Solid waste guidelines
- Spill prevention plan
- Water conservation guidelines

that haven't been previously recorded, and occasionally identifying new practices to implement." There is also time spent with ongoing documentation for the EMS, she notes. "The average time to maintain an EMS is three hours per month. This includes training refreshers, green team meetings, identifying new things to implement and updating documentation to reflect changes in process or new practices." Although there is no cost to developing the EMS documentation or process, there are costs to achieve ISO certification. According to STAPLES Center management, the external audit and ISO 14001 certification initially cost between $8,000 and $10,000, with an annual recurring cost of between $1,500 and $3,000, depending on the size of the venue.

The documentation process may be time-consuming, but it pays off. "Everything we do has to be documented, and it was a big deal to set it up—it took over a year," recalls Pottorff. "But once you get it, and get the certification, you realize that it's really beneficial because every little bit of information that we could ever need is right there on the computer."

CHALLENGES: OVERCOME AND ONGOING

One of STAPLES Center's more impressive environmental initiatives was the replacement of the arena's 178 water-flush urinals with waterless urinals in 2008. But this project's approval took some time, explains Pottorff. "My first challenge with the urinals was many years ago. Not many people know this, but I tried to get them in the building two years before they actually happened," he says. Waterless urinals were still an unseasoned technology at the time, and many cities and facilities were still squeamish about their performance in large facilities. "They weren't really approved by the city of Los Angeles, and nobody really knew what to do about them," Pottorff continues. But STAPLES Center's operations and engineering team was adamant about the fixtures' water savings and fought to pilot this technology at the arena. "Funny enough, two years later they're in the building and everybody loves them," Pottorff laughs.

Before 2008, each of the STAPLES Center's urinals consumed 44,000 gallons of water a year. The 178 Falcon waterless urinals that replaced these flush fixtures save more than 7 million gallons of water per year and about $28,200 annually in direct water costs. "We have estimated that we are saving approximately $2,350 per month at STAPLES Center in direct water costs, not factoring in sewer charges and any other municipal taxes," says Pottorff. "Each urinal saves roughly 4.5 hundred cubic feet [of water] per month."

STAPLES Center is a big advocate for the waterless technology and has been able to debunk a lot of the uncertainty surrounding the fixtures with the success of its installation. "People ask us about them all the time," says Pottorff. "Our response is always that they are fantastic, as long as you do the maintenance exactly as it's recommended." Maintenance mainly includes routinely flushing out the pipes and replacing cartridges. "We actually send a camera down random pipes annually, just to have a look in the pipes and see if anything is going wrong," Kropp adds. "And we haven't had any issues yet. We do get an occasional hiccup with it, but it's not like before when we had the water urinals and people would throw paper towels in. We don't have stoppages like we used to with the standard flush urinal." Continuous training of staff about the upkeep of the urinals has contributed to this success, Pottorff explains. "Training is ongoing, and the company, Falcon, will come out whenever we ask them to at no charge and we'll have a refresher course for the maintenance staff," he says.

Even with their strong existing environmental achievements, STAPLES Center executives are constantly looking for ways to improve. Increasing recycling rates is at the top of their to-do list. "We are really working on public recycling at the arena, and that's something AEG 1Earth and Jennifer Regan are key partners in," says Kropp, "in trying to get the appropriate capital to get the right receptacles and branding in the public spaces, as well as the PSAs, and trying to fit that in with game script every night on our center bowl scoreboard. So we're hopeful that we'll succeed in that endeavor, which has been a challenge the last five years."

The current waste program achieves an event waste diversion rate of up to 35 percent, but the operations team is still looking to incorporate a public-facing program, Kropp says. "From an operations standpoint, my biggest challenge right now is finding an aesthetically pleasing receptacle that

AEG Ecometrics Data Collection System

Resources Consumed:

Natural gas
Electricity
Water
Recycled water
Fuel (propane, diesel, petrol, fuel oils 1-4)
Solvents (hazardous)
Paper—janitorial/office
Green cleaning products
Solar power
Biodegradable food service disposables
Sustainable food (local/organic)
Renewable Energy Credits (RECs)

Wastes Generated:

Solid waste—landfill
Recycling
Lamps (controlled)
Electronic (controlled)
Batteries (controlled)
Solvents (hazardous)
Petroleum (hazardous)

Emissions Calculated:

Carbon (CO_2)
Nitrous Oxides (NOx)
Sulfur Dioxide (SO_2)

will handle trash and the sorting of recoverables in the public areas, or at least a portion of them, as opposed to just tackling them back-of-house."

STAPLES Center had a public recycling program in 2005, but the public participation rate was so low that the labor and materials cost of maintaining separate bins was detracting from the more effective back-of-house recycling program. STAPLES Center made the hard decision to focus on behind-the-scenes recycling, explains Kropp. "Our primary efforts right now are back-of-house before and after events, where we do source separation with our operations staff, our food concessionaire Levy Restaurants, and our community recycling partner, the Los Angeles Conservation Corps."

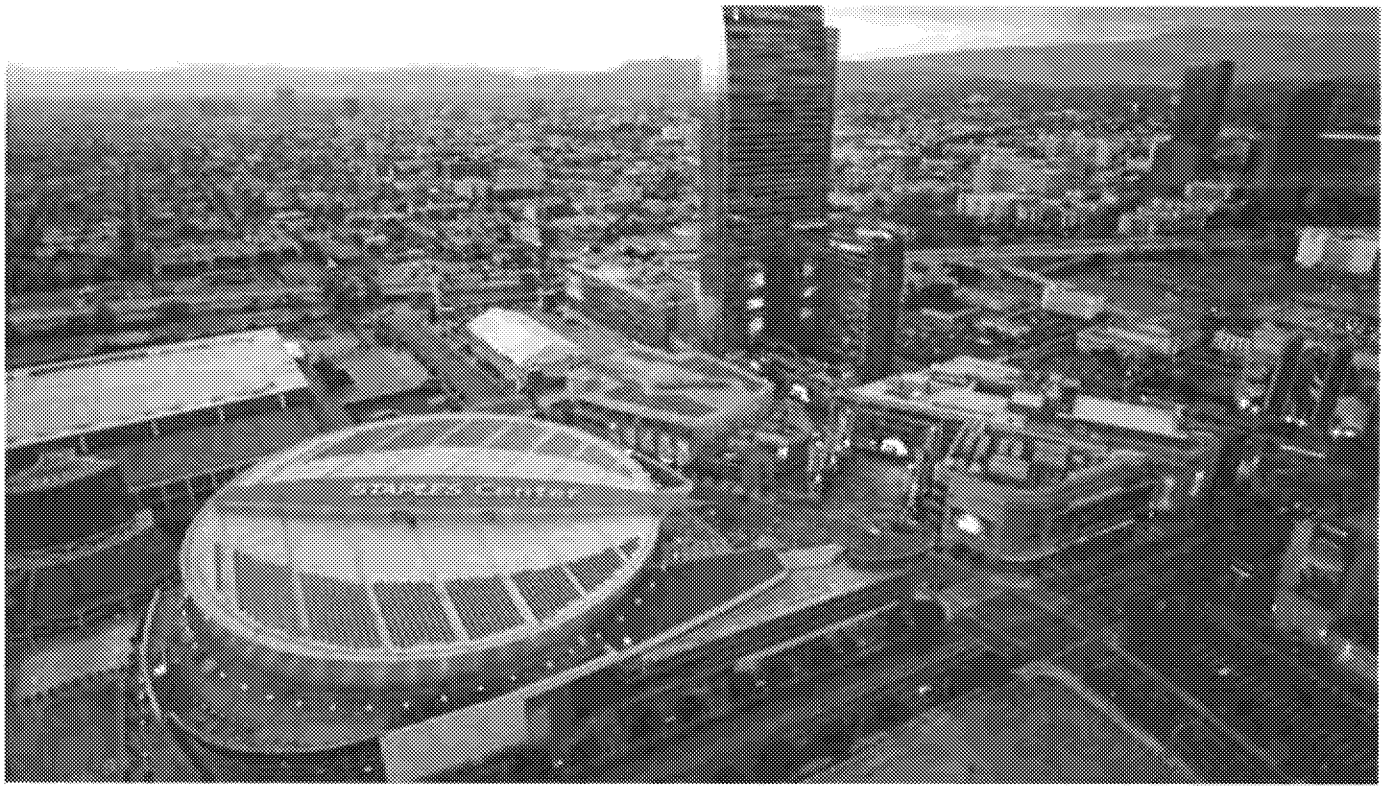
"We do a lot of source separation—that's the key to our diversion here," says Kropp. "Our operations team coordinates the collection of cardboard from all of our tenants, vendors and office staff as well as a robust lightbulb and battery collection that even encourages staff to bring them in from home. For cans and bottles, we allow both Levy Restaurants and the Los Angeles Conservation Corps to take the deposit value [of the recyclables], but we take the diversion rate. Levy Restaurants does sorting in kitchens and behind the bars, and the Los Angeles Conservation Corps will do post-event sorting from the bowl, where, quite frankly, people don't pick up after themselves, and that's the time to capture those recoverable pieces: a cardboard popcorn bin, an Aquafina bottle, an aluminum can. We'll have about eight people here from the Los Angeles Conservation Corps, and every night we'll focus on a specific recoverable."

In 2011, the arena started a composting program in its kitchens. "Our food composting program with Levy Restaurants has taken an incredible amount of weight out of our waste stream, saving a lot of money," says Kropp. "It's a back-of-house program in two of the main kitchens, where most of the food is prepared. It just takes training with the back-of-house chefs, new chefs and kitchen staff. So when they're cutting up a watermelon, waste is going into green receptacles, which are transferred to the loading dock and picked up for composting." The arena has already seen success with this program; in April 2012, for example, it diverted 4.78 tons of food waste from going into the trash.

"The next three steps are linking together the public recycling and composting with fan engagement and sponsorship engagement," says Regan. "AEG's partnership with Waste Management is key to addressing these needs and engaging fans in the program. Their sponsorship includes a recycling information kiosk and a Random Acts of Recycling fan engagement program to reward fans for recycling at games and events."

Engaging fans is "certainly a primary element we have talked about," Kropp adds. "In-arena incentives are one tactic we are introducing to get fans involved. You know, if you take the recoverable item back to the refreshment stand, we have a designated receptacle and maybe we give you a discount off your next Coke. Some kind of incentive to really make the fan think twice about just throwing [a recyclable item] in a trash bin."

"We need to cross over into where every guest at STAPLES Center will know that our operations are green," adds Regan. "ISO was good at getting all of our employees engaged. But I really think that if we put a full-court press on engaging the public in our recycling program, and eventually public composting, we'll achieve a new level of community pride in the venue."



LESSONS FROM THE FIELD

WITH PROPER MAINTENANCE, WATERLESS URINALS SAVE WATER AND MONEY: In 2008 STAPLES Center became one of the first large arenas to install waterless urinals, and it has had great success with them. "We have people calling us saying, 'We've heard good things (and/or bad things) about waterless urinals; we've heard they smell, etc.,'" Pottorff says. "And we always tell them the same thing: If you do the maintenance correctly, you won't have any problems." Making sure the pipes get flushed out and cartridges get replaced routinely is key, explains Kropp, "and we do that quarterly, and religiously."

DEVELOP AN ENERGY MANAGEMENT SYSTEM TO ORGANIZE YOUR EFFORTS: An environmental management system helps to streamline data around sustainability initiatives and provides comprehensive documentation of your progress toward environmental goals. "As a result of the EMS, there was a whole new level of awareness," says Kropp. "OK, so we get that battery bucket in place, then where else are batteries being used? We set up additional buckets and communicate that to staff. Then we document where the batteries go when we're done with them. So when we get audited—'These batteries were taken at this point and this time, and disposed of properly, taken by this particular entity'—that whole process is documented," he adds.

AN EMS CAN PAVE THE WAY FOR LEED: The extensive documentation collected by an EMS can also be helpful with potential building certifications down the road. "That's kind of the reason we went that route; we knew ISO 14001 was a little bit easier to get than LEED, but also a step toward LEED—it kind of paves the road," says Kropp. "I generally like to describe an EMS as the program for your staff and LEED as the program for your building," adds Regan. "I believe they are complimentary, and although they can exist separately, I think an EMS helps people who are pursuing LEED EBOM."

AN ISO CERTIFICATION ENHANCES THE LEGITIMACY OF YOUR PROGRAM TO THE PUBLIC: "Transparency is essential for the success of any corporate environmental program," said Lee Zeidman, senior vice president and general manager of STAPLES Center, Nokia Theatre and L.A. Live, when the ISO certification was granted. "By making our environmental management systems available for third-party review, AEG and STAPLES Center are backing up our 1Earth commitments with aggressive actions to limit our environmental footprint."[1]

ENDNOTES

1 "STAPLES Center Awarded Environmental Management System Certification," PR Newswire (December 14, 2010). www.prnewswire.com/news-releases/staples-center-awarded-environmental-management-system-certification-111846539.html (accessed July 19, 2012).

CASE STUDY

ROSE GARDEN ARENA, HOME OF THE PORTLAND TRAIL BLAZERS

FACILITY STATS

Location: Portland, Oregon
Began Construction: July 12, 1993
Opened: October 12, 1995
Seating Capacity: 19,980
Owner: Portland Arena Management
Operator: Portland Arena Management
Venue Uses: Professional basketball (NBA), hockey (WHL), concerts, family shows, conventions
Construction Cost: $400 million (in 2012 dollars)
LEED certification: Certified LEED Gold for Existing Buildings: Operations and Maintenance, in January 2010

THE TRAIL BLAZERS' GREENING STORY: MOTIVATIONS, CHALLENGES AND LESSONS FROM THE FIELD

In the sports greening space, the Trail Blazers are true to their name as industry leaders in green building and making a business case for environmentally intelligent operations. In January 2010 the Rose Garden Arena became the first professional sports arena in the United States (and in the world) to achieve LEED Gold certification under the U.S. Green Building Council's Existing Buildings standard.

Three years later, the Blazers are still achieving incremental resource savings in energy, water and waste each year that continue to greatly benefit the team's bottom line. To date the Blazers have saved close to $500,000 in pure profit after recovering their up-front green investments in full.

WHY GO GREEN?

When it comes to environmental stewardship, the Blazers' fans don't just believe it's an important business consideration, they expect it to be there. Many companies in Portland recognize that they have a responsibility to reflect their community's passion for environmental protection in order to attract and maintain a strong clientele. The Blazers realized several years ago that their organization is no different.

The Rose Garden Arena embraced greening to become a community and market role model while also proving the business case of greening. "Being in what is recognized as one of the most sustainable cities on the planet, the Portland Trail Blazers are proud to play a role in Portland's environmental leadership," says Justin Zeulner, director of sustainability and planning for the team. "Ideally, we are playing a role to best represent the core values of our city and surrounding communities."

The Blazers see greening as way to give back to their community. For Zeulner, it comes down to one key question: How can the Trail Blazers make their community better? Through their greening work, the Blazers have found a way to marry community outreach programs with operational savings to create a sustainable program with multiple dividends.

WHERE TO START?

Like most teams, the Blazers started their greening work by getting buy-in and feedback from as many staff members and partners as possible. They created a "sustainability team" made up of interested people from all departments. "The vision to become the leader of sustainability in the sports and entertainment community was initiated using a team approach, not only involving our staff, vendors, partners and business affiliates, but also embracing the support of our fans," says Zeulner. "We feel our accomplishments and progress to fulfill our future goals are only achievable

"THE PORTLAND TRAIL BLAZERS ARE PROUD TO PLAY A ROLE IN PORTLAND'S ENVIRONMENTAL LEADERSHIP. IDEALLY, WE ARE PLAYING A ROLE TO BEST REPRESENT THE CORE VALUES OF OUR CITY AND SURROUNDING COMMUNITIES," says Justin Zeulner, director of sustainability and planning for the team.

using a team effort, which includes support from our staff, management, fans, visitors, suppliers, vendors, business partners and our community. Attempts have been made to connect with all of these stakeholder groups, soliciting feedback and suggestions."

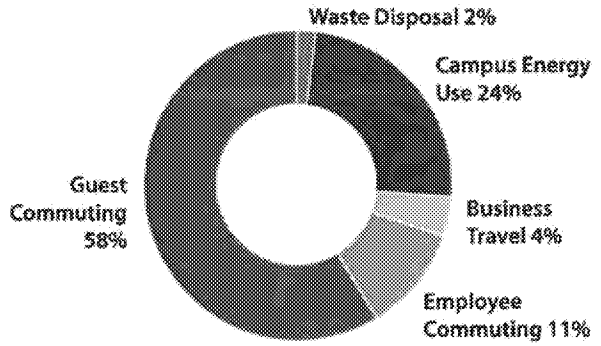
Next, the Blazers decided to hire an external consultant to guide their resource measurement, develop a plan for upgrades and implement greening improvements. "Recognizing that we have a role to play in these larger community objectives, such as enhancing our environmental impact, we started our programs by hiring a local, nationally recognized sustainability consultant, Green Building Services, to accurately measure our current carbon footprint and provide us with a road map toward making significant reductions to these impacts," explains Zeulner. "This involved an extensive Scope 3 analysis and development of several sustainable policies, procedures and programs."

Once the Blazers had mapped out their environmental impacts, they developed a "sustainability charter" to better frame the environmental mission statement that would guide their sustainability efforts. The charter is the Blazers' "driving document that serves as a sustainability road map," according to Zeulner. "The core charter developed to guide our sustainability initiatives, including the development of goals and strategies for each segment of our carbon footprint, was compiled by our sustainability team, a group of over 35 employees from all departments and levels of authority," he explains. "This group was tasked by our president and executives to develop a path that would lead us to become and remain the leader of sustainability within our industry."

Zeulner emphasized that top-level support greatly benefited the growth of the Blazers' green program. "Our sustainability efforts have included senior leadership support, to go along with unfettered dedication by our department leaders and front-line staff," he says. "Executives have paved the way with resources and vision, enabling environmental enhancement projects to be achieved."

Thanks to strong executive leadership on greening, Zeulner's sustainability team was able to quickly get green initiatives happening in departments throughout the Rose Garden's operations. "Food and beverage management has found creative ways to source local and organic foods and developed incentive programs to excite concession and kitchen staff to recycle and compost," Zeulner notes. "Operations teams have implemented purchasing strategies to ensure that we have eliminated toxic cleaning products from our facilities, that strict environmental policies are met regarding renovation and maintenance projects, and that we continue to strive toward zero waste. Guest Services find creative ways to help inform and encourage fans to recycle and compost while visiting the Rose Garden Arena. These are just a few examples."

Portland Trail Blazers Carbon Footprint



CHALLENGES: OVERCOME AND ONGOING

The Blazers decided early on that tracking was essential to their greening program. This decision led to two important investments: first, hiring the Green Building Services consulting team, and second, undertaking an extensive sustainability and carbon footprint analysis (see the above graph for the breakdown of the Blazers' carbon impacts).

Zeulner says that the time and money his team invested in the up-front measuring was quickly returned in resource savings as he was able to more easily identify the "low-hanging fruit." "These assessments and footprint analysis provided a road map for us to implement strategies toward maximizing our environmental performance," says Zeulner. "We started with easy wins that had paybacks of less than a few years, such as energy efficiency projects, implementation of advanced recycling and food waste composting operations, and implementation of environmental purchasing policies. These initial efforts have resulted in hundreds of thousands of dollars of operational savings, with payback met after just about a year."

By starting with the green projects with the greatest return on investment, the Blazers were able to gain momentum to pursue larger initiatives, like LEED certification. "While these projects and procedures were implemented, we made the decision to seek LEED certification for existing buildings through the U.S. Green Building Council," says

"WE STARTED WITH EASY WINS THAT HAD PAYBACKS OF LESS THAN A FEW YEARS, SUCH AS ENERGY EFFICIENCY PROJECTS, IMPLEMENTATION OF ADVANCED RECYCLING AND FOOD WASTE COMPOSTING OPERATIONS, AND IMPLEMENTATION OF ENVIRONMENTAL PURCHASING POLICIES," says Zeulner. "THESE INITIAL EFFORTS HAVE RESULTED IN HUNDREDS OF THOUSANDS OF DOLLARS OF OPERATIONAL SAVINGS, WITH PAYBACK MET AFTER JUST ABOUT A YEAR."

Zeulner. "Implementation of our sustainability initiatives, including LEED, included in-depth meetings with all facility departments, contracted service providers, vendors and suppliers (this includes waste haulers, contractors, etc.). During the meetings, we clearly set expectations, provided context and review of our environmental policies and programs, included training about these topics and developed metrics that would be tracked for all areas to ensure compliance."

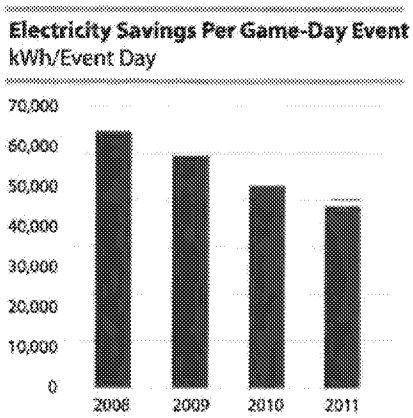
The Blazers sought out additional outside guidance for their LEED process as well. These outside partnerships provided Zeulner's team with expertise on specific topics, such as onsite solar (NRDC) and carbon offsets (Bonneville Environmental Foundation). "Successful development of extensive sustainability programs requires partnerships with public and private enterprises. We sought out advice and leadership from organizations grounded in environmental values such as the NRDC, the U.S. Green Building Council, Cascadia, the Living Future Institute, the Bonneville Environmental Foundation and the EPA," says Zeulner. "These organizations provide unique perspectives pertaining to implementation of best practices and context to more complex issues, such as procurement policies. Our success in reducing environmental impacts would have been more challenging without the support of these partners."

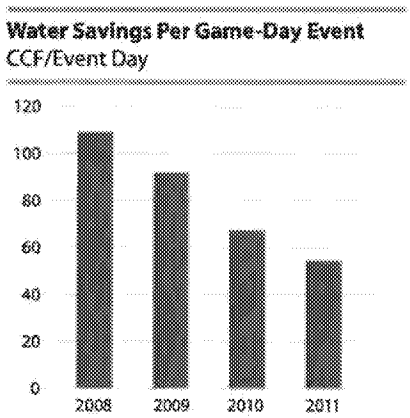
Financing efficiency upgrades and other green initiatives is a constant hurdle, but Zeulner points out that the up-front capital to fund environmental programs can come from a variety of sources. "In addition to internal capital resources, we applied for and received local and federal grant funding," he says. "Grants included financial resources to help implement energy-efficiency projects, recycling and food waste compost programs, installation of electric-vehicle charging stations and bike infrastructure endeavors. As of the end of the 2011 calendar year, we have saved close to $1 million while investing about $500,000, in less than three years."

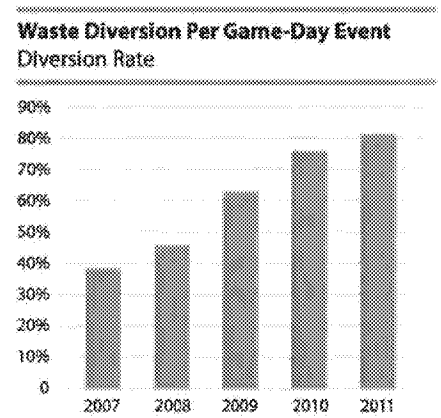
The Blazers were awarded LEED Gold certification, the highest level of LEED certification awarded to any major sports venue to date, in January 2010. Despite this impressive accomplishment, the Blazers still push for ongoing savings across the board (see adjacent graphs of the Blazers' resource savings). Zeulner explains: "We were bestowed with Gold during the first part of 2010. This was a significant milestone for us, but we quickly continued to keep our momentum. We implemented further deep building retrofits; invested further in bike and electric-vehicle infrastructure; developed partnerships with local environmental nonprofits to advance their mission; invested in offsetting 100 percent of our energy, gas and water consumption impacts; joined Business for Innovative Climate & Energy Policy; and helped found the Green Sports Alliance to share best practices within our industry and further the impacts that leveraging professional sports can have on larger global initiatives."

The Blazers have been able to use their greening work to strengthen their community presence and benefit the local economy by building for the future. "We are now assessing projects that go beyond the four walls of our arena and attempting to inspire growth toward development of Eco-Districts," says Zeulner. "This includes looking at things like district energy, shared water management systems, harvesting rainwater, developing gray-water reuse strategies, investing in district-scale food waste-to-energy systems, furthering renewable energy, reducing transportation-related impacts to our region and other projects related to maximizing environmental enhancements."

So far the Portland public has been very receptive to the Blazers' efforts and continue to support the team's expanding







"FUNDING ENVIRONMENTAL PROGRAMS CAN COME FROM VARIOUS SOURCES. IN ADDITION TO INTERNAL CAPITAL RESOURCES, WE APPLIED FOR AND RECEIVED LOCAL AND FEDERAL GRANT FUNDING," says Zeulner. "AS OF THE END OF THE 2011 CALENDAR YEAR, WE HAVE SAVED CLOSE TO $1 MILLION WHILE INVESTING ABOUT $500,000, IN LESS THAN THREE YEARS."

greening program. "Our efforts have only received positive feedback, including thousands of positive media articles, local achievement awards and immense fan applause," observes Zeulner. "The operational savings alone have proved these efforts worthwhile, but beyond the business case, we have supported larger community goals, supported brand development, enhanced the fan experience and made significant connections."

STANDOUT GREENING ACCOMPLISHMENTS

- **Recycling:** More than 80 percent of operations waste is diverted from local landfills. Recycling stations for visitors and a food waste composting program with vendors divert about 1,000 tons annually. 100 percent of food waste is composted.
- **Transportation:** More than 30 percent of Rose Garden attendees use public transportation or alternatives such as bicycle commuting. The team subsidizes transit passes for staff and uses bikes and electric vehicles for onsite operations. 43 percent of Rose Garden staff use alternative transportation.
- **Energy, Gas and Water:** In addition to upgrading to energy efficient lighting and low-flow plumbing fixtures, the Trail Blazers partnered with Pacific Power and the Bonneville Environmental Foundation for the purchase of 100 percent renewable energy programs and Water Restoration Certificates for the Rose Garden. The Blazers cut water use by 17 percent.
- **Purchasing:** The Trail Blazers developed partnerships with suppliers for sustainable purchasing, including more than 95 percent compostable food and beverage serving containers and materials, 100 percent recycled content trash liners, reusable commodities that replace disposables where feasible, green-certified chemicals and equipment, and sustainable food and beverage alternatives for fans.

"THE OPERATIONAL SAVINGS ALONE HAVE PROVED THESE EFFORTS WORTHWHILE, BUT BEYOND THE BUSINESS CASE, WE HAVE SUPPORTED LARGER COMMUNITY GOALS, SUPPORTED BRAND DEVELOPMENT, ENHANCED THE FAN EXPERIENCE AND MADE SIGNIFICANT CONNECTIONS," says Zeulner.

LESSONS FROM THE FIELD

GREENING, INCLUDING LEED CERTIFICATION, CAN BE AN INVESTMENT THAT PAYS OFF: While the up-front investment in major greening upgrades is significant, the payoff is greater. The Blazers invested $560,000 in operations improvements around the Rose Garden. By 2011 the team had recouped $411,000 in energy savings, $165,000 in water savings and $260,000 in waste diversion savings, with a total savings of $836,000. "As of the end of the 2011 calendar year, we have saved close to $1 million while investing about $500,000, in less than three years," says Zeulner. "We forecast that our savings will reach over $1 million by the end of 2012."

DEVELOP AN ORGANIZATION-WIDE GREENING CHARTER TO GUIDE YOUR EFFORTS: Once the Blazers had executive buy-in and a sustainability team assembled, they developed a sustainability charter to better frame the environmental mission statement that would guide their sustainability efforts. "Establishing a charter, our driving document that serves as a sustainability road map, led to the U.S. Green Building Council assignment of LEED Gold certification for the Rose Garden arena in 2010, the first and only existing building in professional sports worldwide to achieve this designation," says Zeulner. The charter included the Blazers' sustainability mission statement, which helped the team plan out and prioritize their green initiatives.

SET PROGRESSIVE GOALS: Zeulner advocates setting progressive goals to spur your green program to higher levels. The Blazers set a goal of carbon neutrality, which requires that they offset more carbon than they produce at the Rose Garden (evaluated using a Scope 3 carbon assessment with the 2007–2008 base year). The Blazers aimed for the highest level of LEED certification to date and achieved it with the guidance of their outside consultants and partners. The Blazers also established a corporate sustainability initiative to incorporate environmental considerations into all internal decisions.

REMEMBER TO CONSIDER IMPROVEMENTS TO EMPLOYEE AND PATRON HEALTH VIA GREENING: Thanks to the LEED certification process, the Blazers significantly improved indoor environmental quality at the Rose Garden. They did this by implementing an internal air quality plan, banning smoking, ensuring all ventilation and filter systems met ASHRAE standards, promoting occupant comfort by providing lighting controls and thermal comfort, and using 54 percent green cleaning products and 73 percent green cleaning equipment to improve indoor air quality.

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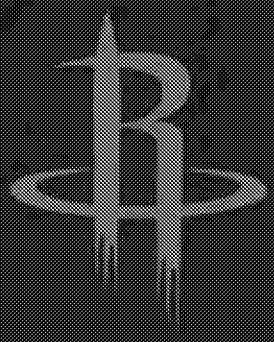
CASE STUDY

TOYOTA CENTER, HOME OF THE HOUSTON ROCKETS



ARENA STATS

Location: Houston, Texas
Began Construction: July 21, 2001
Opened: October 6, 2003
Seating Capacity: 18,400
Owner: Harris County—Houston Sports Authority
Operator: Clutch City Sports and Entertainment
Venue Uses: NBA games, AHL games, concerts, family shows, and conventions
Construction Cost: $255 million (in 2012 dollars)
LEED Certification: LEED Silver for Existing Buildings: Operations and Maintenance in January 2010

THE ROCKETS' GREENING STORY: MOTIVATIONS, CHALLENGES AND LESSONS FROM THE FIELD

The Toyota Center and Houston Rockets had environmental responsibility on their radar even before the arena opened in 2003. "We started before we got into the building. We have always been very environmentally conscious at the Toyota Center—it's always been a part of how we operate," says Sarah Joseph, director of community relations at the Rockets.

The push towards operational efficiency and eventually pursuing LEED certification stems from their green-minded owner, Leslie Alexander. "Environmental responsibility is extremely important to Mr. Alexander," says Scott Manley, director of event operations at Toyota Center.[1] The Toyota Center was the fourth NBA arena to receive LEED certification, earning LEED Silver for Existing Buildings: Operations and Maintenance in 2010. "Applying for LEED was done on a voluntary basis, so we looked at that as an opportunity to take a leadership role," says Manley.

"TOYOTA CENTER HAS A UNIQUE OPPORTUNITY TO SERVE AS AN INDUSTRY LEADER IN THE FUTURE OF SUSTAINABILITY. WE ARE OPERATING IN A MORE ENVIRONMENTALLY CONSCIOUS MANNER AND EDUCATING THE MILLIONS OF PATRONS THAT ATTEND TOYOTA CENTER EVENTS EACH YEAR REGARDING WAYS THEY CAN HELP," says Rockets chief executive officer Tad Brown.

WHY GO GREEN?

By being environmentally responsible in their building and team operations, the Houston Rockets view their green program as a way to lead by example in the community. "Through our efforts with Green Games, aggressive recycling, public outreach initiatives featuring Rockets players, environmental support efforts, and many other programs, we are providing a significant educational support mechanism to our community and fans alike," says Rockets CEO Tad Brown.[2]

By showcasing environmental initiatives at the venue and team community events, the Toyota Center and the Rockets strive to engage their fans and their community in environmentally responsible behavioral changes. This strong commitment to environmentalism is reinforced by the venue's achievement of LEED certification in 2010. "In keeping with [owner] Leslie Alexander's vision of environmental responsibility, we have dedicated many resources over the past few years to gain certification within the LEED program with regards to sustainability and operational efficiency," Brown explains. "This certification serves as validation that our aggressive approach to energy management, recycling and waste reduction programs have made a difference here at Toyota Center and in our community."[3]

The Toyota Center was the first professional sports facility in Texas to get LEED certification in 2010, and, according to Greg Poole, director of facility operations, was among only two or three other buildings in Houston that were LEED-certified at that time.[4] As of 2012, there are now more than 100 LEED-certified buildings in the Houston area.[5]

WHERE TO START?

Though the Toyota Center has long been involved in environmental initiatives, "in 2008 we really made it more formal and started the LEED certification process," explains Joseph. "We launched initiatives on two separate fronts to ensure that environmental awareness was at the center of daily operational activities for Rockets and Toyota Center. First, we began the application process for Toyota Center to become a LEED-certified facility. Secondly, we also established a Rockets Green Committee to develop platforms for guiding our green programs that would be inclusive of staff, fans, and others in the Greater Houston Community."

"On the LEED certification side, Mr. Alexander, our CEO Tad Brown, our CFO Marcus Jolibois, our Assistant GM Scott Manley, and people on the facilities side were involved. Our Director of Facility Operations, Greg Poole, spearheaded our overall efforts to get the LEED certification," says Joseph.

For the Rockets, LEED certification started with collecting baseline data at the building. "When beginning the LEED process, it was important to undergo a comprehensive building survey to establish a baseline from which to expand," Joseph continues. "We partnered with a local engineering firm to assist with the LEED application process." Poole and Manley, along with an eight-person staff, centered the LEED process around five key areas: energy, air quality, water use, reduced chemicals use, and educational outreach.

Aiming for EnergyStar recognition guided the Rockets' energy efficiency initiatives. Poole and his team used EnergyStar Portfolio Manager to compare their building's energy use to similar buildings, which was helpful in gauging their building's energy intensity. "We were always really aggressive in trying to reduce our energy and our footprint," Poole said. "We wanted some validation of what we were doing."

However, this sort of energy comparison can be problematic, Poole notes, since as of yet EnergyStar does not include a sports venue category. "Currently EnergyStar does not have a specific rating or grouping for arenas and stadiums. Arenas attempting to get the points within LEED that are associated with EnergyStar have to submit any data they have, with regards to energy consumption, in hopes that EnergyStar qualifies us in some way."

Another focus area was water use at the arena. The team decided to pursue landscaping efficiency points, reducing their landscaping water use by 50 percent by using native and drought-tolerant plants and installing a drip irrigation system that waters plants at the roots and reduces evaporation. The arena also installed low-flow faucets, toilets, and urinals with automatic sensors that reduce water use by 30 percent compared to conventional building code.

The operations team also addressed air quality at the arena, exceeding American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) requirements.

STANDOUT GREENING ACCOMPLISHMENTS

ENERGY

Through numerous energy efficiency improvements, the arena has reduced overall electricity use by more than 27 percent since 2003, earning EnergyStar recognition. Initiatives include:

- Engaging local entities in retro-commissioning practices
- Installing a Building Automation System
- Installing compact fluorescent light bulbs (CFLs) throughout the venue, saving $70,000 annually
- Installing motion light sensors in offices
- Purchasing renewable energy credits from energy provider

AIR QUALITY

- Increasing indoor air quality exceeding ASHRAE standards, including entry mats that reduce particulates entering building, and MERV 14 air filters on air handlers that reduce energy use

WATER

- Achieving a 50 percent reduction in landscaping water use by using native plants and installing a drip irrigation system
- Installing low-flow faucets, toilets, and urinals, which reduce potable water consumption by 30 percent

REDUCED CHEMICALS USE

- Reducing pesticide use by using Integrated Pest Management (IPM)
- Introducing a high performance green cleaning program including Green Seal-certified products

ENVIRONMENTAL EDUCATION

Earned LEED Innovation points for education programs, including:

- Green Committee projects
- "Green" environmental awareness games
- Community outreach efforts
- Public outreach initiatives featuring the Rockets players
- E-cycling events and tree planting events

ROCKETS GREEN COMMITTEE GOALS

- Be a leader in the Houston community on environmental best practices.
- Drive community activation on environmentally responsible behavior changes.
- Increase community awareness of Rockets' environmental efforts.
- Advance Toyota Center efforts towards LEED certification.

GREEN COMMITTEE ACCOMPLISHMENTS

- Received the 2011 Mayor's Proud Partner Award for Green Initiatives
- Changed behavior within office—lights off policy, recycling of paper and plastic items
- Established the "Green Team of the Game Program"—for each game, youth from schools, non-profits, and sports teams volunteer to pick up recyclable items in the stands and throughout the arena; 400 youth participate each season
- Receive ongoing coverage in local media for green initiatives

"We implemented an indoor air quality program that reduces particulates in the air by going above and beyond the recommended MERV 13 filters to MERV 14 filters used by our air handlers," says Poole. "This reduced particulates in the air as well as energy costs on the air handling units themselves by modifying the type of filter used." Entry mats that reduce particulates from people entering the building were also installed.

Another priority was reducing chemical use in the building. The arena achieved this by training staff in Integrated Pest Management techniques, which reduces the use of pesticides. The cleaning staff also began purchasing green cleaning products, including Green Seal-certified products.

The last focus area of the Toyota Center was creating an educational outreach program, which earned them Innovation points with LEED. This program meshed with the simultaneous efforts of the Rockets Green Committee, which was working to generate environmental awareness with fans, staff, and the local community.

"The Green Committee is made up of a cross section of folks from different departments from all levels of the organization—from coordinators to upper management," explains Ken Sheirr, senior director of marketing operations. "There were about ten people on that committee to help us establish the green policy and procedures that were eventually implemented."

The Rockets Green Committee kicked off their program by engaging and educating their fans on environmental initiatives. "We were one of the first two NBA teams to have an environmental awareness game," says Sheirr. "We basically used that game as an opportunity to communicate our environmental views to our fans. We did things like having our mascot wear a green costume and including environmentally-friendly items such as recyclable cups and canvas bags as part of the night's giveaways. We brought in representatives who are involved in environmental issues throughout the community and let them use that as a platform to distribute their pamphlets or literature. We displayed environmental facts on the screen throughout the game. We've been doing all that for about four years. That was our first major initiative outside of the LEED process."

The next step was getting their staff involved in their program. The Rockets Green Committee instituted organization-wide initiatives to reduce environmental impacts around the facilities, starting with small changes. "We removed all paper cups from the coffee areas, encouraging everyone to use mugs," explains Sheirr.

"We installed automatic sensors that would turn off the lights in offices when people left the room. We sent out communications on the importance of electronics and powering down. We have big recycling stations with graphics set up throughout the administrative area where you can bring in your lightbulbs and batteries from home and we'll

"WE WERE ONE OF THE FIRST TWO NBA TEAMS TO HAVE AN ENVIRONMENTAL AWARENESS GAME," says Ken Shain, senior director of marketing operations. "WE BASICALLY USED THAT GAME AS A PLATFORM TO COMMUNICATE OUR ENVIRONMENTAL VIEWS TO OUR FANS."

recycle them for you. We've done that over the last few years and come up with a few new things to do each year, just to get folks engaged."

These initiatives have made a big difference at the arena, according to Poole. "We have increased our recycling tonnage from just a few tons each month to over 14 tons each month on average," he says. "We implemented a no trash can policy for individual spaces like offices and cubicles…[I]nstead we provided centralized waste stations that separated recyclable material from general waste. This created an opportunity for each person to have to get up and walk to the station and at that point it made them think about what they were discarding and not just throw everything into the general waste stream."

The Rockets also approached local organizations to assist in environmental educational outreach and green community events. "One of the main groups we've worked with is 'Keep Houston Beautiful,'" says Hai Duong, senior community relations coordinator. "They've been a wonderful and major resource in helping us find projects and locations. They've helped us find other partners as well such as the Houston Housing Authority or the Houston Arboretum and many other organizations as well."

This influence has not gone unnoticed; the Rockets won the 2011 Mayor's Proud Partner Award for their green outreach initiatives and community events. Initiatives included a "The Green Team of the Game Program" where youth from schools and social organizations volunteered to help pick up recyclable items during Rockets home games; 5,000 reusable water bottles given out at games; community cleanup events and tree planting events; and an annual "Recyclefest" event collecting electronics, books, clothing, and shoes for recycling and donation. In 2011, the event's organizers collected 14,242 pounds of electronics for responsible recycling; three blue crates, 150 bags, and 10 boxes of clothes and shoes, donated to the Salvation Army; and 12 boxes of books, also donated to the Salvation Army. The Rockets have collected nearly 100,000 pounds of electronics for recycling since launching the program.

CHALLENGES: THOSE OVERCOME AND ONGOING

Earning LEED's Energy points was no small task for the Houston-based arena, whose 750,000 square-foot building is a challenge to keep cool in the summer months, where temperatures hover in the mid-90s an average of 99 days per year. "To cool down the building for an event takes serious amounts of power," Poole says. The building hosted 150 events in 2009, so a high-efficiency cooling system was crucial in order to achieve the necessary energy reductions. When events are not scheduled at the arena, Poole's team makes sure to shut down as many building components as possible.[8]

"We have reduced our overall consumption by 27 percent from when we first opened and our annual goals are to continue finding ways to reduce electrical consumption by 3 percent to 5 percent each year," he says. "This was accomplished by lighting retrofits and equipment modifications, as well as creating the correct culture within our operations that designated energy management as one of the highest priorities in our daily business."

While pursuing LEED gave the Toyota Center a road map to environmental initiatives at the arena, the application process itself was a challenge. "The more [building features] you submit, the harder it is," Poole says. "We're not a typical office building. The information we're supplying is a little bit different from what they want to see. We have to make arguments back and forth for why we feel like we're matching what they're asking for." The Rockets ended up bringing on a consultant from Riehl Engineering to provide day-to-day support for the complicated application process.

Despite these challenges, the Toyota Center is determined to build on its LEED Silver certification and strive for higher certification levels. "We intend to continue improving on our current list of programs and implementing new ones with the eventual goal of reaching the next level of certification," says Joseph.

LESSONS FROM THE FIELD

ESTABLISH A GREEN COMMITTEE AND SET GOALS: The Rockets established a Green Team with representation across the organization. Goals and objectives were determined during initial Green Team meetings, which led to developing a comprehensive environmental program. According to their USGBC project profile, "Seemingly the most important item the project team identified for the success of this project is the necessary cultural shift which must occur with both event attendees and concessions to make LEED certification a reality."[7]

ENGAGE YOUR COMMUNITY IN YOUR ENVIRONMENTAL EFFORTS: With more than 1.5 million fans visiting the arena annually, the Toyota Center has a considerable influence in the community. "Toyota Center has a unique opportunity to serve as an industry leader in the future of sustainability," says Brown. "We are operating in a more environmentally conscious manner and educating the millions of patrons that attend Toyota Center events each year regarding ways they can help." Events that address local environmental issues are a great way to engage the community and educate fans about the environment. "For us, one of the major initiatives from a community standpoint is tree planting, especially now in Houston coming out of a terrible drought over the last summer that led into January of 2011. There was so much damage done to the green space in Houston and the landscape. What we really want to do is figure out a way to get involved in that, whether it's just going out organizing tree-plantings or figuring out a way to raise money," says Joseph.

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CASE STUDY

PHILIPS ARENA, HOME OF THE ATLANTA HAWKS

ARENA STATS

Location: Atlanta, Georgia
Began Construction: June 5, 1997
Opened: September 18, 1999
Seating Capacity: 18,729 (basketball) and 21,000 (concerts)
Owner: Atlanta Fulton County Recreation Authority
Operator: Atlanta Spirit, LLC
Venue Uses: NBA/WNBA pro and collegiate basketball games, WWE wrestling matches, family shows, and a variety of concerts
Construction Cost: $298 million (in 2012 dollars)
LEED Certification: Certified LEED for Existing Buildings: Operations and Maintenance in April 2009

THE HAWKS' GREENING STORY: MOTIVATIONS, CHALLENGES AND LESSONS FROM THE FIELD

The Atlanta Hawks have a competitive green streak that came out when they vied with the Miami HEAT to become the first NBA team with a LEED-certified home arena. For eight months, the Hawks worked hard to achieve LEED Certification for Existing Buildings: Operations and Maintenance (EBOM), and the team was awarded the LEED certification on April 7, 2009, becoming the first NBA arena in the world to achieve this certification for an existing facility. Today, many NBA arenas have achieved LEED certification including the Miami HEAT, the Orlando Magic, Houston Rockets, and Portland Trail Blazers.

To earn certification the arena invested in a variety of green improvements almost a decade after the building first opened. These upgrades included: HVAC, chiller, and lighting retrofits; reflective roof materials that reduce cooling needs; and water conservation measures such as low-flow bathroom fixtures that have cut water usage by 2 million gallons.

WHY GO GREEN?

"The building was built with sustainable thoughts in mind as we've always been interested in the environment and our effect," says Barry Henson, vice president of operations. However, Henson explains that as new technologies and building standards were being developed, the Hawks became increasingly interested in how they could further improve. "When we started talking about really getting involved and moving our position forward on greening our arena ownership, executives and marketing group were asking us what we could do better," says Henson, "and that got us thinking about the next level of efficiency and improved operations."

For the Hawks, greening was kicked off by two interests: maximizing operations efficiency, and competitiveness. The LEED green building certification intrigued the Hawks, particularly as it appealed to their desire to be the first arena to achieve LEED certification. "We spoke to other arenas but found no others going with LEED. LEED has gone through so many innovations and there are a lot of things that better fit an office building or school than a 24-hour operating arena like ours," says Henson. "When we decided to pursue LEED certification it helped us blaze a few trails for the U.S. Green Building Council."

WHERE TO START?

The Hawks operations team began by weighing the pros and cons of different greening initiatives and programs to assess which most fulfilled their primary objective of high operational efficiency. "We started by looking into areas such as carbon credits and buying renewable energy credits (RECs), but those are areas that people get involved in that don't really change their operations or policies," says Henson. "LEED was the only answer for us because it gave us the ability to document our policies, make changes where we needed to, and engage ourselves in the entire greening process."

The Hawks brought together a core group of interested staff members from operations, event planning, and marketing to work with a local green building consultant called Southface. This green team led the charge on greening and LEED process, explains Henson, which ultimately also relied on feedback and buy-in from all staff. "Every employee in the arena had a role in changing how we do things, in assembling information and also in researching other greening initiatives out there. It was a total team effort here," Henson emphasizes.

STANDOUT GREENING ACCOMPLISHMENTS

- Low-flow flush toilets, aerator changes and low-flow shower heads as well as management of the cooling system reduced water consumption to save more than 1.95 million gallons of water per year.
- Philips Arena electrical consumption has seen an 8 percent reduction year over year, saving more than 4.5 million kilowatt-hours per year. Philips Arena uses approximately 20 percent less energy than all other U.S. arenas that house two professional sports teams (Philips hosts both the Hawks and WNBA's Atlanta Dream).
- Philips Arena sends its plastic, aluminum, glass, cardboard and paper waste to SP Recycling.
- Philips Arena sends over 12 tons of food waste per year to be turned into compost that is sold and used locally.
- Paper products, including paper towels, bathroom tissue, and copier paper, are all 100 percent post-consumer recycled content.

The Hawks began their on-the-ground work by implementing more environmentally conscious cleaning practices. "The first big change we made was moving towards green cleaning. That was a big change because everyone was used to using bleach, ammonia, and other chemicals," says Henson. "We had training and staff integration in order for our green cleaning staff to get everyone on board. The chemical supplier that we started working with, Southeast Link, has what they call a 'Green University.' So they'll bring a gentleman out who trains our staff as often as we need to make sure that everyone understands the proper operation of the greener equipment and products. They do training both onsite and at their headquarters."

CHALLENGES: THOSE OVERCOME AND ONGOING

The Hawks looked to their peers for greening inspiration. When they were unable to find any LEED-certified arenas to use as a model, Henson's team worked on identifying individual greening projects that the Hawks could take on. "We just wanted to find out the greening initiatives at the other arenas. For example, composting was an initiative we pulled in from another arena," explains Henson.

The Hawks also turned to both publically available resources and a local consultant for advice on which green products to use and how to upgrade their systems. "We have worked with the EPA on some of our initiatives and have used their online resources for guidance," says Henson. "We also worked with Southface on the LEED process, which was a big help to us. We went through some training at their headquarters on certifying buildings and green projects. They helped provide us with a lot of information on how to pursue LEED certification and we took a lot of cues from them from an operational standpoint."

The Hawks had some challenges finding enough space to sort and manage their recyclables onsite, as well as initial local hauling issues. "From a waste diversion standpoint, we are on such a small footprint here that we had to get creative about how to handle those recycled materials and find a company that would accept our recyclables," says Henson. "But we overcame those issues and increased our diversion rate from 5 percent to about 20 percent, if you include the compost diversion. That takes a lot of weight out of our compactors and really reduces our waste bill as well. It's good to be able to divert something and get it to a location where it can be reused."

On the composting side, the Hawks had to work out how to best keep their composting facilities clean and sanitary for employees to manage. "Our composting program is active throughout our back of house. We started doing only the kitchens and food areas but we then expanded into all of our 90+ suites," describes Henson. "These programs require a lot of meetings and a long refining process. We bought some equipment for cleaning the food receptacles. You have to clean those out daily. We've worked through those pains and now it's a pretty seamless process."

Since 2008 the Hawks have also been implementing green strategies to increase their energy savings. "We've been working on our power consumption for several years now," says Henson. "In 2008 we reduced our energy consumption enough to power 1,300 average American homes for a month."

The Hawks' system-wide approach to energy reduction focuses predominantly on commissioning, automated lighting, lighting upgrades and sensors, according to Henson. "Our energy savings are mainly attributable to building commissioning, with new checks and balances of our systems," he explains. "We had our airflow tested to ensure the systems were performing as designed and cut back use where possible. We looked at reducing lighting needs, have done some retrofits and also put some things on an automatic shut down. We put light sensors in offices. We were able to reduce the wattage of the fluorescent lamps from 34 watts to 25, with the same light effect throughout the facility."

Henson's team compared Philips Arena with similar venues nationwide to best evaluate their overall energy savings. "When we were moving through the LEED certification process, we were able to benchmark ourselves against other arenas," Henson explains. "We approached arenas that have a similar climate and events schedule. We tracked 21 percent better than any other building that we talked to in the country in terms of energy use. Additionally, our concert attendance is ranked third in the nation, which makes our energy savings metrics even more impressive."

"WHEN WE WERE MOVING THROUGH THE LEED CERTIFICATION PROCESS, WE WERE ABLE TO BENCHMARK OURSELVES AGAINST OTHER ARENAS," Barry Henson explains. **"WE APPROACHED ARENAS THAT HAVE A SIMILAR CLIMATE AND EVENTS SCHEDULE. WE TRACKED 21 PERCENT BETTER THAN ANY OTHER BUILDING THAT WE TALKED TO IN THE COUNTRY IN TERMS OF ENERGY USE. ADDITIONALLY, OUR CONCERT ATTENDANCE IS RANKED THIRD IN THE NATION, WHICH MAKES OUR ENERGY SAVINGS METRICS EVEN MORE IMPRESSIVE."**

On the other hand, the Hawks recognize that there is always room for improvement and meet regularly to plan their next projects. "We still have meetings to look at new products and procedures," says Henson. "The thing about LEED is that once you get certified everybody calls you with new products which we evaluate based on payback and efficiency. We separate out the projects we want to entertain for future capital expenditure as well as the cost-neutral things that we can change now."

In order to evaluate new products, the Hawks conduct internal research and also solicit advice from partners. "We'll look through new products to determine if they're legit. We talk to the typical user of a product to get their evaluation of it," says Henson. "I also call Southface often and ask them if they've heard of the product or seen it in action anywhere, because they are a great resource for us. We get to the right people to make our decisions and count heavily on the partners who are closest to us in the process."

Up next for the Hawks: a rainwater cistern and 100 percent chemical-free cleaning. "We are working on a couple of water-saving initiatives wherein we collect rainwater, as well as condensation, from our building and use that in our cooling towers instead of using city water. That's one piece that we are actively working on, but it's still in its infancy right now," described Henson. "There are some alternate cleaning initiatives that are looking very enticing as well, which would keep us from using any chemicals whatsoever. We've found a company that makes a product that is both a sanitizer and cleaning agent. You can use it in any spray bottle or cleaning infrastructure that you already have and it eliminates the need for cleaning chemicals of any kind."

LESSONS FROM THE FIELD

PARTNER WITH SPONSORS ON GREEN INITIATIVES: The Hawks have harnessed the green initiatives of numerous local companies in order to enhance and grow existing corporate partnerships and fashion a large percentage of their own employee volunteer projects on community donation drives and reforestation projects.

PARTNER WITH LOCAL ORGANIZATIONS TO GROW YOUR COMMUNITY CONNECTIONS: "We've formed a tight relationship with Habitat for Humanity and with the Atlanta Mission. A lot of the things that we no longer use here are reusable so we try to donate to those two entities as much as possible because it helps take care of Atlanta locally," says Henson. "It has been a benefit for us to get involved in nonprofit groups that are taking care of our local people, often also our fans." The Hawks also participate in Rock and Wrap it Up!, a widely used food donation program. "The group comes and picks up the prepared leftover food; we only have to collect it and get it to a central location," explains Henson. "We try to help as much as we can locally. Many of these issues, environmental and social, should carry over into peoples' home lives. We try to help educate fans, friends and other family members."

PROVIDE DIRECT INCENTIVES TO ENGAGE STAFF IN GREEN ACTIONS: "We are connected to a MARTA [Metropolitan Atlanta Rapid Transit Authority] rail station so we regularly encourage our workers to ride the train. We give them train and bus passes as a perk to encourage them not to drive," explains Henson. "Access to mass transit is a big help as we were able to cut down on our amount of parking as part of our LEED certification."

REPEAT TRAININGS TO EDUCATE BOTH PERMANENT AND TRANSIENT STAFF: "Our type of training programs are really about re-introducing the same idea over and over until our staff takes hold of it. Once they do then they start introducing it to other people," says Henson. "We have so many third-party people working in our building at all times, which can make it difficult to educate everyone. But because the part-time employees are in constant contact with members of our staff, our messages get to those people as well."

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HOME DEPOT CENTER, HOME OF THE L.A. GALAXY

First Outdoor Stadium to Be Awarded ISO 14001 Certification in North America

The Home Depot Center, home of the L.A. Galaxy pro soccer team, became the first outdoor stadium in North America to be awarded ISO 14001 certification for its environmental management system in November 2011.[16] "The ISO certification adds structure and transparency to our environmental stewardship commitments by putting all our ideas, programs and best practices on paper," said Katie Pandolfo, general manager of the Home Depot Center. "By having all of our goals and initiatives tracked in one place, the ISO keeps everyone on the same page and holds each of our divisions and employees accountable."[17] The Home Depot Center's energy-saving features include motion sensors connected to the HVAC and lighting systems so these systems are active in a given space only when that space is occupied.[18] To further enhance energy efficiency, the stadium also participates in Southern California Edison's Demand Response programs, which enable it to manage energy use to avoid statewide demand peaks. "One of the things we take pride in across our venues like the Home Depot Center is that sustainability isn't just a buzzword, but part of our smart business operations," said Jennifer Regan, global sustainability director at AEG, which owns the facility. "By cutting back our energy and water use, our participating venues not only reduce their environmental footprint, but also cut their operational costs, which has a direct impact on our bottom line."[19]

The L.A. Galaxy demonstrates its commitment to spreading environmental awareness in the greater Los Angeles community by participating in the Greener Goals Week campaign. As the MLS Cup Champion in 2011, the Galaxy participated in the Bonneville Environmental Foundation's Solar 4R Schools program, which installs solar panels on a school in the winning team's region. This year's 2.1-kilowatt solar array was awarded to KIPP Los Angeles College Preparatory School, located in East L.A. The panels are anticipated to produce 3,034 kilowatt-hours of clean energy per year. Solar 4R Schools also provides students and teachers with hands-on tools to help them learn about the importance of solar, wind and other renewable energy technologies. The kickoff event also included a garden planting project with Galaxy players helping to plant fruit, vegetables, and herbs in the school garden.[20]

FENWAY PARK, HOME OF THE BOSTON RED SOX

Oldest Major League Baseball Stadium Undergoes Facility-Wide Sustainability Upgrade

Built in 1911, Fenway Park is the oldest Major League Baseball stadium currently in use. Despite the venue's age, the Boston Red Sox have undertaken a variety of green initiatives to improve the operations and efficiency of their historic venue. "As stewards of such a storied venue, we recognize our unique position and ability to raise public consciousness about important issues. Our decision to enhance the ballpark's environmental attributes is one born out of a sense of personal responsibility and professional duty," said Tom Werner, the team's chairman, in 2008 during the launch of the Fenway Greening program, which was initiated in partnership with NRDC. "For us, this announcement marks some of the first steps in an ongoing process to make America's most beloved and oldest ballpark also one of America's greenest."[21]

In 2010, Fenway completed an energy audit to investigate ways to reduce energy use and save money. The park now uses LED lighting, which is 90 percent more efficient than the previous lighting. The ballpark also installed 28 solar panels across the roof of the Red Sox dugout. The array supplies 37 percent of the energy needed to heat Fenway's water, thereby avoiding the release of 18 tons of CO_2 each year, the equivalent of planting 4.86 acres of trees.[22] The stadium has also implemented many plumbing renovations, including the installation of waterless urinals, dual flushers, and water-efficient fixtures. Together, these have reduced overall water consumption by 30 percent, saving more than 360,000 gallons each year.[23] All building renovations use locally sourced materials, and new construction has reused more than 800 tons of old bricks and recycled other construction waste. Fenway also plans to install sensor-controlled fluorescent lighting.[24]

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Fenway also has a Going Green recycling program, which involves a game-day green team of volunteers collecting recyclables and 100 solar-powered BigBelly compactors located around the park, each one able to hold 55 gallons of recyclables. Fenway uses 100 percent recycled content paper for most paper products, including *Red Sox Magazine*, in offices as well as the ballpark. Their concessionaire, ARAMARK, is committed to offering more local, organic food options and using cups, containers and napkins made from recycled content.[25] "With the help of our dedicated staff and valued sponsors, we are continuing our commitment to make Fenway Park friendlier to the environment," said Werner. "We hope that by incorporating both big and small changes in our daily operation, the cumulative effect will mean future generations can enjoy the great game of baseball in a cleaner and more environmentally friendly world."[26]

TARGET CENTER, HOME OF THE MINNESOTA TIMBERWOLVES

First Professional Sports Arena in North America to Install a Green Roof

In September 2009, the Minnesota Timberwolves installed the first green roof on any North American arena, spanning 2.5 acres (115,000 square feet) across the Target Center in Minneapolis.[27] Currently, this is the nation's fifth-largest green roof on any facility. The roof captures nearly 1 million gallons of stormwater a year, which saves $10,000 annually in stormwater charges and prevents runoff into the Mississippi River. In addition, the green roof helps alleviate the urban heat island effect. The roof is planted with a variety of native Minnesotan prairie plants, including lupines, to support the endangered Karner blue butterfly.[28] "The city wanted to make a sustainable choice with this roof," said Tom Reller, senior director of operations for the Target Center.[29]

The Timberwolves have pursued other sustainability initiatives as well, including switching to using a plane for team travel that is 30 percent more energy-efficient than the type previously used; the plane also has an onboard recycling program.[30] The Timberwolves also partner with Juhl Wind, Inc., a wind power developer, to take part in Think Green month, which encourages fans to implement a more eco-friendly lifestyle.[31] At each home game during the month, the Timberwolves honor organizations or individuals helping to preserve the environment and air an in-game public service announcement that promotes the importance of greening. "We are very excited to be part of this interactive and informative program," said Corey Juhl, vice president of project development at Juhl Wind. "We enjoy working with the Timberwolves organization to spread the word and provide education to the community on how each of us can contribute to the preservation of our environment."[32]

CONSOL ENERGY CENTER, HOME OF THE PITTSBURGH PENGUINS

First National Hockey League Arena Awarded LEED Gold Certification in North America

The Pittsburgh Penguins' Consol Energy Center, built in 2010, was the first NHL arena to be awarded LEED Gold certification on August 4, 2010.[33] The project received high marks for water use reduction, recycled materials, regional materials, demolition and construction waste diversion, use of certified wood, and energy efficiency. LEED-qualifying features include increased green space around the outside of the building, locally procured construction materials, improved indoor air quality, efficient lighting and HVAC, maximized use of natural light, use of low-VOC paints and adhesives, purchase of renewable energy for a portion of energy use, and water-efficient plumbing fixtures. "The sustainable building practices that helped the center to achieve LEED Gold certification truly make this facility a world-class arena for Pittsburgh's world-class hockey fans and set a great example for future facilities of this type," said Edward G. Rendell, governor of Pennsylvania at the time.[34]

The Penguins are also committed to supporting the local community. The stadium's concessionaire, ARAMARK, has a menu that emphasizes locally grown ingredients. The Penguins participate in the Rock and Wrap It Up! program, donating unused concession food on game nights to local food banks. With 20,057 pounds of food donated in 2011, the Penguins ranked first among the 24 U.S.-based NHL teams participating in the program that year. "We thank our partners at ARAMARK for their commitment to this very important community program," said David Morehouse, CEO and president of the Penguins. "Food that otherwise would have gone to waste is now being turned into thousands of meals for the Greater Pittsburgh Community Food Bank to provide to those in need. We're proud to be a part of it."[35]

CITIZENS BANK PARK, HOME OF THE PHILADELPHIA PHILLIES

Greatest Purchaser of Green Power in U.S. Professional Sports

In 2008, the Phillies became the first Major League Baseball team to join the EPA's Green Power Partnership program, which encourages organizations to buy certified renewable energy. In June 2012 the Phillies purchased more than 22 million kilowatt-hours of Green-e certified renewable energy in renewable energy certificates (RECs) to offset 100 percent of Citizens Bank Park's electricity use with local clean energy. According to the EPA, this is the largest single purchase of renewable energy to date in professional sports.[36] The annual environmental benefit of this purchase is equivalent to planting 285,000 trees and growing them for a decade. By electing to purchase locally sourced wind- and solar-generated power, the Phillies are also investing in regional clean energy jobs.[37] "We're proud to join Major League Baseball in bringing awareness to fans about how to become more environmentally conscious," said Phillies president, David Montgomery.[38]

As part of their Red Goes Green campaign, the Phillies and Citizens Bank Park also have a strong recycling program. Throughout the ballpark are 40 oversize, 80-gallon recycling containers that accept cardboard, paper, e-waste, plastic, aluminum, and glass. A Red Goes Green Team, consisting of Phillies ball girls and volunteers, collect recyclables during games to boost the diversion rate. The venue has a recycling center for all departments, enhancing back-of-house recycling efforts. In a 2010 carpet replacement project, the Phillies recycled 1,755 pounds of carpet, which is equivalent to the waste generated by one American in a year. The Phillies also participate in the Rock and Wrap It Up! food donation program, giving unsold prepared food to local charities.

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CHAPTER 4: RECOMMENDATIONS FOR IMPLEMENTING A SUCCESSFUL SPORTS GREENING PROGRAM

This section contains a set of recommendations that can help teams and venues begin or build upon their environmental programs, based on lessons from some of the most well-developed sports greening initiatives in North America to date. By implementing some of this advice, sports teams and venues can gradually improve operations, strengthen their brand, attract green sponsors and engage with fans on this issue. The recommendations below are diverse, as greening strategies vary according to the needs and capabilities of individual organizations. Consider the following 10 strategies for beginning or improving a greening program:

1. RECOGNIZE THAT SHIFTING TO ENVIRONMENTALLY PREFERABLE PRODUCTS AND OPERATIONS TAKES TIME

The infrastructure that dominates the way goods and services are manufactured and supplied in the marketplace has been built up over many decades. In fact, that existing infrastructure, including environmentally harmful production practices, is often supported by subsidies, regulations and vendor relationships that make it more difficult to implement change. Some initiatives, such as energy efficiency audits and water use audits, can progress promptly. But other adjustments, such as actually changing energy-consuming technologies, measuring impacts, shifting to post-consumer recycled content paper products, developing a recycling-based waste management system and providing ecologically preferable food service, can take a few years to implement.

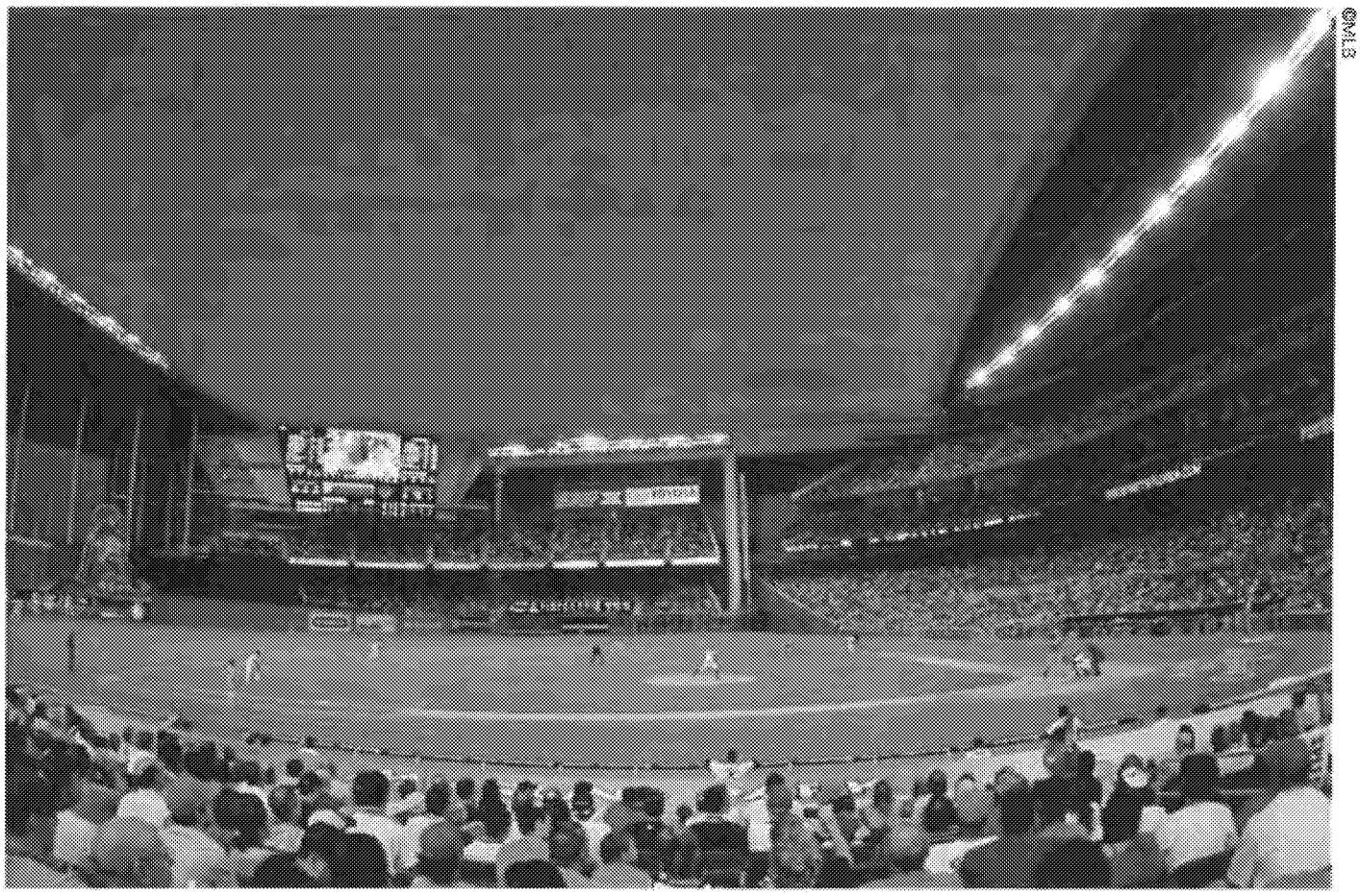
This should not deter you from undertaking the small steps needed to make gradual progress. Give your organization the time it needs to make these adjustments, and let the initiative unfold as slowly as needed to ensure that staff comfort, proper training and implementation, and budgetary restrictions will be respected. This will benefit the longevity and stability of the greening program. Moreover, long-range planning can allow an organization to invest in capital improvements that will save money over time.

2. START WITH EFFORTS THAT HAVE THE FASTEST RETURN ON INVESTMENT: ENERGY, WATER AND PAPER EFFICIENCY PROGRAMS

Starting with cost-saving environmental initiatives helps garner institutional support. Improved efficiency means less waste, which often translates into cost savings as well as savings of energy, water, and other resources. A sports greening program that begins with financially sound environmental initiatives—such as upgrading to more-efficient light bulbs, installing water-efficient fixtures or making double-sided copies and printing less frequently—will help the program gain momentum by cutting costs and attracting interest in other greening opportunities.

3. AUDIT YOUR ENERGY, WATER AND PAPER USE AND YOUR WASTE GENERATION TO SAVE MONEY

Commission an energy, water and waste audit to evaluate opportunities for resource and financial savings. (Many utilities provide free energy audits.) During an energy and water efficiency audit, a trained engineer conducts an analysis of your facility and identifies opportunities for enhanced efficiency that are likely to save your organization money and improve your environmental performance. Using the data collected, your organization can identify the feasibility of various infrastructure upgrades and improved building management systems and the potential for cost savings. Similarly, you can audit waste generation and paper use and identify opportunities to enhance efficiency in those areas.



4. MEASURE YOUR ONGOING OPERATION—TRACK ENERGY, WATER, WASTE AND OTHER ENVIRONMENTAL COSTS

By tracking environmental data such as energy and water use, waste generation, and paper use, you will be able to assess performance and identify opportunities for improvement. Measuring also allows you to set short- and long-term goals and compare your performance with others in the field. Quantifying successes can help determine where your greening investments can make the most impact and can help your organization document progress, inspiring further investment by staff, partners, fans and sponsors. Some leagues are implementing league-wide tracking systems for environmental metrics like energy consumption, water use, waste/recycling, and paper purchasing. Take advantage of your league's measurement program if it's available. Even if your league doesn't yet offer an environmental tracking system, you can track your team's or facility's environmental metrics using tools like the EPA's Portfolio Manager and WasteWise, or even assemble individual spreadsheets with data supplied by vendors and service providers.

5. ESTABLISH A GREEN TEAM LEADER, RECRUIT INTERESTED STAFF FROM ALL DEPARTMENTS, AND GET EARLY BUY-IN FROM LEADERSHIP

Often a greening initiative is launched by a single person who is motivated to implement change, but a successful greening initiative is one that embeds itself in the culture of an organization. A greening initiative must be bigger than a single person, who may at some point leave the organization. Make sure the greening initiative is supported by upper management to promote organization-wide buy-in. One way to involve staff at different levels is to create an organization-wide environmental mission statement. Also develop environmentally preferable purchasing policies and vendor contracts, and other tools supporting your environmental goals.

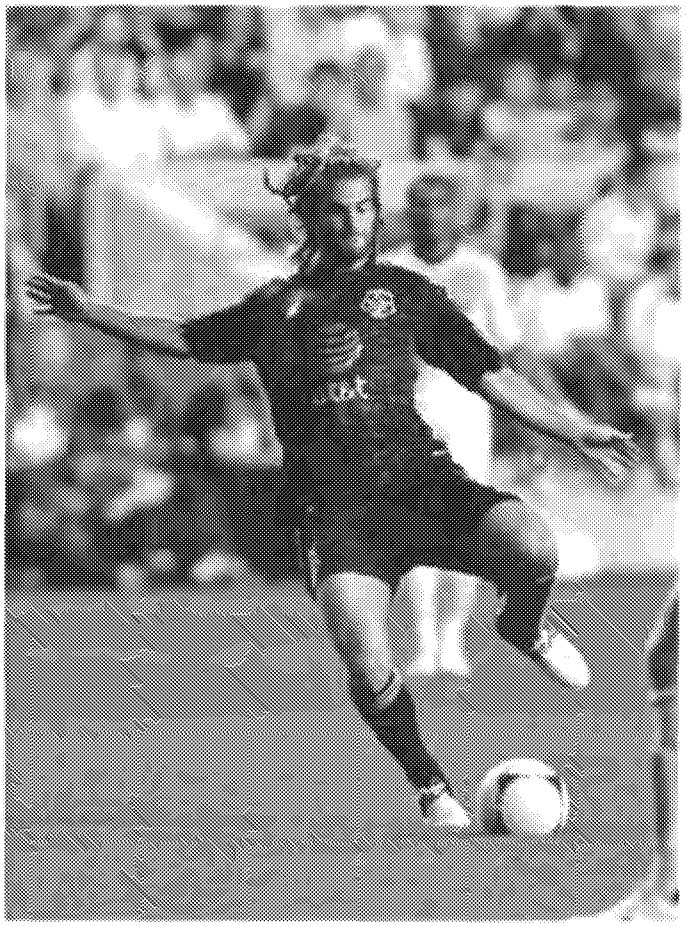
6. REALIZE THAT GREENING IS A JOURNEY, NOT A DESTINATION. THERE IS NO GREEN, ONLY GREENER; AND THERE IS NO BEST, ONLY BETTER, AS NEW PRODUCTS ARE ENTERING THE MARKET ALL THE TIME

Greening means reviewing your operations and procurement with an eye toward reducing environmental impacts. It is an iterative, ongoing process. Greening means not just following a checklist, but integrating environmental criteria into ongoing decision-making about products, services and operations. Make a formal environmental commitment where possible in purchasing policies, vendor contracts and sustainability reporting.

Greening is never really finished, because more efficient, environmentally preferable products and services are entering the market all the time. If you aren't able to find the product or service that meets your environmental needs at a given point, keep looking, and continue to let your vendors know what you want; chances are that the product will be available (and affordable) before long. Education of staff, fans, vendors and partners is also an ongoing process. By visualizing greening as a journey, you can celebrate accomplishments along the way and create a flexible initiative that can respond to changes in internal priorities and in the marketplace.

7. SPONSORS AND VENDORS CAN HELP SUPPORT YOUR GREENING PROGRAM. IDENTIFY WAYS TO WORK WITH PARTNERS TO PROFIT FROM THIS SUPPORT

Greening may lead to sponsorship opportunities with existing or new partners who share your goals of environmental stewardship. Involving sponsors and vendors can provide financial and organizational support to your environmental efforts. These partners may bring funding, advertisements and products to your greening effort. Also talk with your sponsors about funding solar arrays, recycling containers or other environmental enhancements to your facility. Collaboration with sponsors and vendors can also help disseminate information about your greening program into your host community. The community's involvement can also help move the marketplace toward more sustainable behavior. Involving your sponsors and vendors sends a valuable signal to the corporate world that environmental issues are important to your organization.



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8. GREENING IS A GOOD BRANDING TOOL THAT CAN HELP RAISE YOUR ENVIRONMENTAL PROFILE IN THE COMMUNITY. ENGAGE FANS IN YOUR GREENING PROGRAM AND COMMUNICATE YOUR SUCCESSES

Greening initiatives can provide opportunities for fans to interact with teams in their community. Fan engagement can be as basic as incorporating visible and well-marked recycling bins at a stadium, inviting community participation in green events, or featuring ongoing displays at a sports facility. Public service announcements or other broadcast initiatives can also yield great fan response. Some teams and leagues are modifying their websites and using social media to bring fans into their greening initiatives. Some communities coordinate sports greening initiatives with community goals and information sharing.

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9. AVOID GREENWASHING, BECAUSE OVERSTATING ACCOMPLISHMENTS CAN BACKFIRE

Don't be shy about communicating success stories, but don't greenwash, either. Exaggerating your environmental achievements can undermine your good work and do long-term damage to your brand. There is no shame is announcing a small accomplishment. Indeed, there is no single business undertaking that can solve our many ecological problems. However small our day-to-day actions may seem, our collective purchases add up to meaningful regional and global impacts. Most individuals and businesses can do only relatively small things, whether it's buying products made with recycled content, using renewable energy, driving a fuel-efficient car, or conserving water. What is clear, however, is that everyone has to do something, regardless of how small it might seem, to reduce their ecological footprint.

10. LEARN FROM OTHERS. JOIN THE GREEN SPORTS ALLIANCE AND USE LEAGUE-BASED RESOURCES

Leagues can offer support by sharing information about better practices that other teams and venues have already implemented. MLB, the NHL and the NBA have, or will soon have, environmental data-gathering systems that can help measure progress and identify opportunities to improve. Green Sports Alliance newsletters, conferences and greening committees are other ways to obtain information about greening.

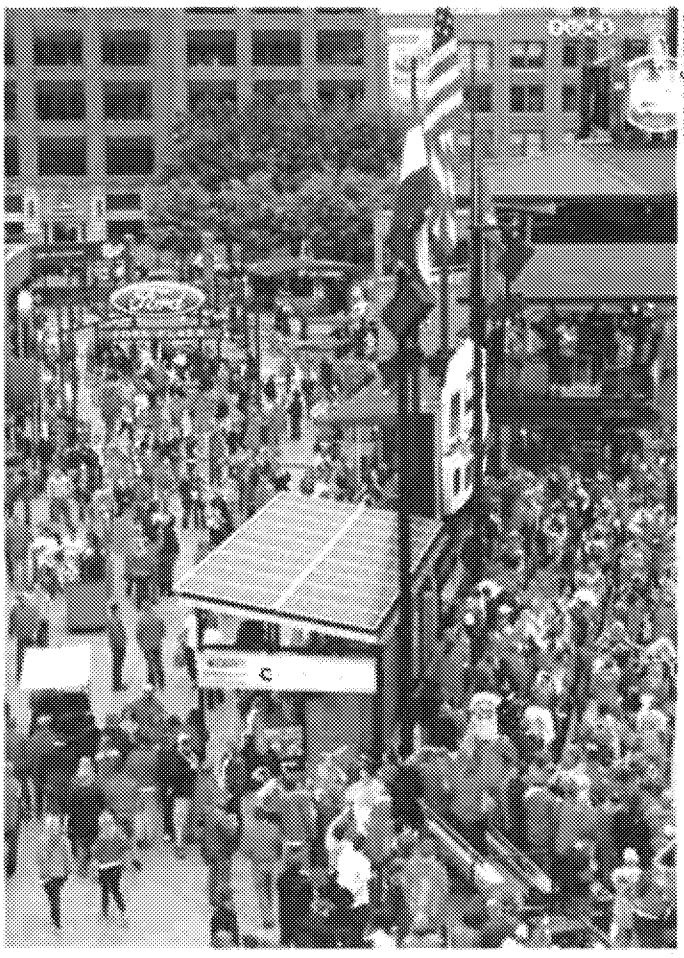
To get started today on greening your team, venue or event, consult the NRDC Greening Advisor at www.greensports.org for in-depth suggestions on how to adopt greener practices. The Greening Advisor is a free, online guide that helps sports leagues, teams and venues implement environmentally intelligent practices to improve the efficiency of operations, uncover opportunities to cut costs, enhance brands and benefit public health. It covers everything from energy audits and arena transportation to purchasing, travel and waste management.

AFTERWORD

Looking back over the past few years at the environmental progress in the professional sports industry and society in general, we can see remarkable progress being made, sometimes smoothly, sometimes in fits and starts. Bright lights of innovation are leading the way forward. The best-in-class examples documented in this report reveal solutions to some of the most pressing environmental challenges we face. We can learn from the innovators described in this report that are working to make their teams, their venues and their leagues more environmentally responsible. With simple operational changes and minimal investments, we can make major strides to reduce the collective footprint of the globally influential sports industry and its supply chain. However, it's clear that even with our best efforts, we still have a long way to go.

The replication and scalability of these greening initiatives is an important part of the work that will move us forward. Replicating successful strategies brings the lessons of the few closer to being business as usual. Once someone has blazed a trail, it becomes easier for all of those who follow. That's one reason to be thankful for the innovative teams featured in this report who have gone out on a limb to seek ways to solve problems before they were fully aware of the solutions. Along the way, technology and market-readiness also improves, often enabling the price of environmentally-preferred products to come down. Consider the growing success of LED lighting over the past few years, making lighting retrofits more practical and the return on investment even stronger. But given the pace of technological and operational improvements, we need to do more than simply repeat the old models. Replicating the past, even the best-in-class examples outlined in this report, will not, by itself, get us to a sustainable future. We need to create new strategies and new tools along the way.

We might consider a sustainability path for our organizations in three stages. First, recognize our responsibility to improve the way we do business, enhancing the performance of our operations and also reducing our environmental impact. Second, accept that significant effort and investment of time and resources will be necessary to actually do the work and to make progress. Third, develop a clearly defined plan and create accountability for implementation within the organization. With a smart plan in place and a strong team to execute it, environmental initiatives can become part of the regular fabric of operations. Finally, by building in measurement and periodic reviews of



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the plan, progress and goals, the team can make adjustments, add or reallocate resources when necessary, and help to embed the strategies into the culture of the organization, ensuring success year after year.

Once we have these internal strategies in place, we can connect with and learn from each other, from other venues, other leagues, and other industries, a role that the Green Sports Alliance was envisioned to fill. By learning what's working, sharing what's not, and encouraging collaboration and innovation across the leagues, the Alliance has grown from an inspiring collection of six teams and venues, and founding environmental partners, to include over 50 professional and collegiate teams, representing over 13 professional leagues and over 100 sports facilities. This unprecedented international network continues to grow and allows for the rapid transmission of information from one successful project to an operator just beginning to build a plan. This type of collaboration across silos, across leagues and across geography is both necessary and inspirational. It reminds us that while competition is fierce on the court or the playing field, when it comes to environmental initiatives, we all win when we share our successes.

Sports venues are not alone when trying to address environmental initiatives; in fact, a growing number of companies are discovering how important it is to understand the environmental footprint of their business, and find new ways to reduce costs and reduce impacts. As we look forward to the years ahead, there is an opportunity to learn from the sustainability pioneers in the field, and find new ways to apply their innovations in sports venues and help others along the way. We need those leaders to share what they have learned and build bridges to support those just getting started.

To all the sports organizations out there: Get in the game, keep score, and get recognized for the good work you do. The journey toward more sustainable operations is ongoing, but there are plenty of people and organizations who want to help you succeed, if you just ask. It's really pretty simple. Improve your operations, reduce your environmental impact, and reduce your costs. That's just good business.

Martin Tull
Executive Director
Green Sports Alliance

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Ms. Kate Gordon, Director
Office of Planning and Research
1400 10th Street
Sacramento, California 95814

RE: Comments on the AB 987 Application for the Inglewood Basketball and Entertainment Center Project (Clearing House Tracking No. 2018021056)

Dear Ms. Gordon:

On behalf of MSG Forum, LLC, we respectfully submit these comments on Murphy's Bowl LLC's application requesting the Governor's certification under Assembly Bill 987 for the Inglewood Basketball and Entertainment Center Project ("IBEC project" or "project"). The application for certification under AB 987 falls far short of AB 987's statutory requirements and should be denied. The negative legal and policy precedent that would be be established by approval of this application canoot be overstated. At a minimum, additional data must be collected and analysis must be completed to define the project and its actual impacts before the Governor can consider the application.

In adopting AB 987, the Legislature conditioned the possibility of extraordinary judicial relief under the California Environmental Quality Act on certification by the Governor, subject to review by the Joint Legislative Budget Committee, that the project meets the highest environmental standards. AB 987's author characterized the bill as "setting a new gold standard for green standards."

Governor Brown, in his signing message, highlighted that:

> [AB 987] allows the Inglewood project to qualify for expedited judicial review if it meets certain standards, including providing traffic reduction benefits and achieving a net zero greenhouse gas standard. This issue requires particular attention here given the potential for high levels of congestion.[1]

[1] *See* Governor Brown's Signing Message, *available at* https://www.gov.ca.gov/wp-content/uploads/2018/09/AB-987-signing-message.pdf.

Governor Brown also noted that "the project must reduce criteria pollutants, a requirement that is not included in the current Environmental Leadership Development Project standards."

The attached extensive review and expert technical analysis compel the conclusion that the project does not meet AB 987's clear, unambiguous, and rigorous mandates, and certainly does not reflect the mandate expressed by Governor Brown. The application lacks essential details about the project that are required for the California Air Resources Board's determination of net zero greenhouse gas emissions and the Governor's certification.[2] This is particularly troubling given the clear commitments made during the legislative hearings. The Governor cannot and should not certify the project under AB 987 based on the current limited record.

Specifically, the application fails to meet AB 987 requirements as follows.

- **The Project's GHG Emissions Are Grossly Underestimated; Net Zero GHGs Are Not Demonstrated** – The project does not achieve net zero Greenhouse Gas (GHGs) emissions. The application fundamentally miscalculates the project's estimated net GHG emissions by applying a baseline methodology that is inconsistent with agency guidance, industry practice and a long-history of Clean Air Act rules governing verifiable emission reductions. The application uses an inflated baseline by taking credit for (i) emissions associated with existing basketball games relocating from Staples Center and no backfilling of those event dates, (ii) emissions from assumed "market shifts" of events from the Forum, Staples Center, and Honda Center to the new arena.

  These "credits" mistakenly assume that Staples Center will not backfill the lost Clippers games with other events (concerts and other events). Further, the applicant fails to demonstrate that such "market shift" will occur and has failed to show that, if an event is relocated from one of these venues to the project, the existing venue would not replace it with any other event.

  - This faulty baseline methodology, if broadly applied, would create a loophole and make it difficult for CARB or any lead agency to estimate and mitigate GHGs from development projects. It would also undermine California's ambitious climate targets, including achieving net zero GHGs by 2045.

    For example, if a new, mixed-use project is built in California, it could be argued that some (or most) of the project's future residents and businesses come from existing California residents and businesses relocating to the site. If the applicant's methodology were applied, however, this hypothetical project could argue that it has almost no new net GHG emissions because the project could assume most of the emissions were

[2] For example the application does not even provide the arena's square footage, number of parking spaces, heights of buildings, or the construction assumptions.

simply being reallocated from other parts of the region, even though the project would not eliminate the existing homes or business sites from which it would draw people. The agency-approved and industry standard approach does not permit this methodology. Only emissions that have been truly eliminated can be credited, such as when onsite uses are demolished to make way for new buildings.

- When correctly calculated, the project's actual GHG emissions are well over 400,000 $MTCO_2e$. This is nearly ***four times higher*** than the 101,623 MTCO2e calculated in the application and this does not even account for the numerous errors and data gaps identified in the attached independent expert report. The applicant fails to achieve net zero GHG as AB 987 requires. The application must be resubmitted with additional information and proper emissions calculations so that the public can review and comment on the project's actual impacts.

- AB 987's author characterized the bill as "setting a new gold standard for green standards." If the applicant is allowed to shortchange the community by grossly understating its emissions and mitigation by using a faulty baseline, the applicant will have gutted the gold standard.

- **50% Mitigation Requirement For Greenhouse Gas Reduction Falls Woefully Short** – Not only does AB 987 require net zero GHG, AB 987 requires that at least 50% of the GHG reductions must come from ***local*** measures. This 50% is a floor and not a ceiling— ***all GHG reductions*** should come from local sources if feasible. When the proper baseline is accounted for (as best that can be calculated based on the incomplete application), ***the applicant's local mitigation only achieves a 14% reduction in project GHGs***. The project's mitigation program leaves a local reduction shortfall (assuming the 50% target) of at least 150,000 metric tons of GHGs and a total shortfall of over 315,000 metric tons of GHGs. Put simply, the project not only fails to be net zero for GHGs, the applicant shortchanges neighboring communities with inadequate local mitigation. The application must be revised and resubmitted with an AB 987-compliant mitigation package.

- **Health Risks on Neighboring Communities Are Not Disclosed and Are Underestimated, Contrary to AB 987** – The applicant's erroneous baseline methodology likely results in a substantial underestimation of the project's local criteria pollutant emissions (PM, NOx, VOCs) and toxic air contaminants (diesel fumes). As the state has concluded, there is a close correlation between ambient levels of pollutants and localized health consequences, including decreased lung function and increases in pulmonary inflammation, asthma development, and congestive heart conditions. Because health risks are directly correlated to local pollutant emissions, the ***health risk impacts on neighboring low-income communities, with significant children and senior populations, are not adequately disclosed or addressed***.

- CARB's Scoping Plan recognizes that local GHG mitigation measures can result in local co-benefits, including reduced pollutants and improved air quality. However, because the applicant has underestimated total GHG emissions by 75%, the applicant's local GHG mitigation proposal is grossly deficient. As a result, the neighboring communities are being shortchanged of the co-benefits of criteria polluntant emission reductions required by AB 987.

- In addition, increased local traffic congestion and vehicle miles traveled (VMT) raises potential serious health risks to residents, including children and seniors, from particulate matter exposure. It is difficult to understand how CARB could determine the project is net zero GHGs when it fails to satisfy the Legislature's mandate to "maximize public health, environmental and employment benefits" by reducing GHG emissions "in the project area and in the neighboring communities."

- **Required Local Offset Credits are Not Being Implemented** – Unlike AB 900, AB 987 establishes strict locational requirements for using offset credits. The project is mandated to first prioritize feasible local offset credits before pursuing any other credits and the applicant cannot use international credits. ***The application fails to commit to any local offset programs***, even though such programs are specified in AB 987, available, and feasible, such as retrofit programs in disadvantaged communities. Given AB 987's strict locational requirements for offset credits, as well as guidance from the Scoping Plan on local offsets, CARB cannot determine the project has met its minimum 50% local mitigation requirement unless the applicant has first identified and commits to all feasible local offset opportunities before non-local offsets are relied upon.

- **The TDM Program Reflects Aspirational Goals, Not a Rigorous Demonstration of Expected and Real Trip Reductions** – The project's Transportation Demand Management (TDM) program's summary conclusions regarding efficacy are belied by the applicant's own statements, the reality of Inglewood's existing and future transit system, and a complete lack of evidence. There is no evidence to support the conclusion that the project's TDM program will achieve the required 7.5% reduction in trips after the first season much less a 15% reduction in trips, as AB 987 mandates. The TDM program is merely a set of goals that are not adequately defined. The TDM program fails to include evidence to support conclusory assumptions and statements and fails to include—as AB 987 requires—enforceable implementation measures for the public or CARB to ensure local GHG emissions and harmful co-pollutants will be reduced. The TDM program does not address the fact that when the project's arena, NFL stadium, and Forum hold simultaneous events, the surrounding roadways will be well beyond failure.

- **The Project Increases Regional VMT** – The application fails to account for significant *increases* in indirect GHG emissions, criteria pollutant emissions, and

VMT caused by moving events from the dense urban core of downtown Los Angeles with immediate adjacency to multiple transit facilities to a location that Inglewood's Mayor, the applicant's consultants, and other elected officials have stated is "transit starved." There can be no legitimate dispute that the project's location is less centrally located, less connected to transit—even taking into account unbuilt projects—and is more dependent on single-occupancy vehicle trips. There is absolutely no dispute that this project will actually worsen traffic conditions for the region and certainly in Inglewood for the people who literally live next door to this proposed project.

- **The Project Conflicts with the RTP/SCS By Increasing VMT and Reducing Transit and Pedestrian Options** – The project is inconsistent with the 2016 Regional Transportation Plan / Sustainable Communities Strategies Plan ("RTP/SCS") adopted by the Southern California Association of Governments ("SCAG") for a number of reasons including because it would decrease access to transit and increase VMT. Moreover, the Applicant has not proven that the project is consistent with the use and density allocations for the area that were submitted by the City of Inglewood to SCAG for the 2016 RTP/SCS.

- **The Application Is Missing Evidence To Support Its Many Other Conclusions** – The application lacks sufficient evidence to support other AB 987 requirements that the project will create high wage, highly skilled jobs, meet LEED's Gold certification standard, satisfy AB 987's waste reduction requirements, or achieve economic investment obligations.

Attached is a detailed technical memorandum, together with supporting expert reports and evidence, on the application's numerous deficiencies in demonstrating compliance with AB 987. For the reasons outlined in the memorandum and attachments, we respectfully request that the Office of Planning and Research ("OPR") recommend that the Governor *not* certify this project. At a minimum, we request that OPR and CARB require the applicant to submit a supllemental application with the following additional information for agency and public review before this request for AB 987 certification is considered any further.

1. Core project information to allow OPR and CARB to make informed judgments under AB 987's standards.

2. Revised net GHG estimates for the project relying on a proper baseline.

3. Updated GHG mitigation proposals adopting all feasible reductions in local measures that benefit the neighboring communities.

4. Identification of local carbon offset programs that will be relied upon before non-local offsets can be considered.

5. Empirical data supporting the project's TDM program.

6. Empirical data supporting the project's LEED scorecard.

Thank you for considering our comments and supporting materials. If you have questions, you may reach me at (213) 891-7540.

Very truly yours,

Maria Pilar Noyce
LATHAM & WATKINS LLP

COMMENTS ON MURPHY'S BOWL LLC'S APPLICATION UNDER ASSEMBLY BILL 987 FOR THE INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER PROJECT

Submitted on behalf of

MSG Forum, LLC

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I. THE PROJECT DESCRIPTION LACKS ADEQUATE DETAIL TO SUPPORT ANALYSIS OR CERTIFICATION

Critical data needed to evaluate the Inglewood Basketball and Entertainment Center Project's ("project") compliance with AB 987's requirements are missing from the application. The application lists the various land uses but only provides a partial list of their size and operations. The application does not include enough information to allow the Governor, OPR, or CARB to find that the exacting standards of AB 987 are met. AB 987 certification should be denied. At a minimum, a revised corrected application should be submitted with all the necessary information and the public must be provided an opportunity for full review.

The application for certification under AB 987 is so bereft of project information that it is impossible for OPR and CARB to determine that the project could ever meet the standards the legislature required in exchange for extraordinary judicial relief under CEQA.

For example, the application omits the following basic project information.

- The square footage of the arena itself. The application states that there will be 18,000 seats with capacity for another 500 seats more, but there is no mention of its actual size in terms of square footage. OPR and CARB do not know if the arena is 300,000 square feet or 1,000,000 square feet or more. The square footage of all project elements is needed to determine a variety of issues relevant to AB 987, including, for example, the amount of GHGs emitted during the arena's construction and the amount of GHGs emitted during operations (heating, cooling, etc.).

- The number and location of parking spaces. Is the project providing 3,000 spaces or 5,000 spaces? The application does not say. This is relevant to understanding and evaluating GHG emissions associated with construction and also the efficacy of the TDM program. The availability of parking and its pricing has an established relationship to the effectiveness of TDM. Is the parking structure open air or mechanically ventilated? This information is relevant to much of AB 987's analysis.

- The height of the parking structures, arena, and other buildings. Are the structures 100 feet tall or 200 feet tall? The application does not say. This information is relevant to the LEED analysis.

- The amount of excavation required for the project. Is the excavation 20,000 cubic yards, 500,000 cubic yards, or more? This information is needed to inform the analysis of GHG emissions during construction.

- The basic site plan (Attachment A-2) shows the arena, training facility, offices, and sports medicine clinic all as a single large structure. Will it be a single structure or a series of buildings? This information is needed to inform the LEED and GHG analysis because it goes to building efficiency, energy usage, emissions, etc.

- The project's construction schedule and the required equipment to build the project. This is critical information to be evaluated in determining GHG emissions.

- How the municipal groundwater well is currently used and to where will it be relocated. This information is needed to inform the LEED scorecard and GHG analysis. Will this local source of water continue or will additional water need to be imported to residents as a result of the City well relocation, which is part of the project?

- A description of the surrounding community of low-rise single family and multi-family homes that the project will directly impact. This information is needed to inform, among other application components, the LEED scorecard.

II. THE PROJECT'S GHG EMISSIONS AND POTENTIAL HEALTH IMPACTS ARE GROSSLY UNDERESTIMATED; NET ZERO GHG EMISSIONS ARE NOT DEMONSTRATED

A. The Application Fundamentally Miscalculates Project GHG Emissions

1. The Application Inappropriately Takes "Credit" for Illusory, Non-Local Emissions, in Contrast with Long-Standing Agency Guidance and Accepted Modeling Practice

The application grossly underestimates the project's net GHG emissions by taking credit for an artificially high "baseline" condition. CEQA is clear that the "baseline" is established by the "*physical environmental conditions in the vicinity of the project…*"[3]

As detailed below, the application artificially lowers the project's net GHG emissions by using a baseline that takes credit for eliminating offsite uses at the Staples Center, the Forum, the Honda Center, and the Clippers' team practice facility. The Clippers' GHG analysis is based on the presumption that when they leave Staples, it will remain vacant for the 40 to 50 Clipper game dates and also assumes that the new project arena will take other events away from Staples Center, the Forum, and Honda Center, and no other events will ever be booked on those dates anywhere in the market.

Staples Center is home to the NBA's Los Angeles Lakers, NHL's Los Angeles Kings and the WNBA's Los Angeles Sparks, and is the host of major, high-profile events and performances. At a minimum, Staples Center will continue to operate, and there is no proof that dates held for the Clippers will not be backfilled after the Clippers leave. To the contrary, given the success and popularity of the Staples Center, it is very likely that such event dates would be easy for Staples Center to backfill with other events. Eliminating the Clippers games would allow greater scheduling flexibility for other events, which would allow Staples Center to attract

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[3] CEQA Guidelines, § 15125 (emphasis added).

more multi-night engagements. In addition, dates that are reserved for possible playoff games that ultimately might not occur would no longer be blocked and lost.

Further, basing its GHG analysis on the presumption that the new arena will take events from the Forum and Honda Center and such event dates will not be backfilled with some other events is without empirical support. While an additional venue would change the competitive landscape and have adverse financial consequences for existing venues, the applicant provides no information to support its claim that those venues would not be used for some other, perhaps less profitable, events that would still result in the continued generation of GHG emissions that the applicant assumes would simply disappear.

There also is no evidence that an event being held in Orange County at the Honda Center would relocate to Inglewood nor any evidence that if an event did relocate, that the Honda Center would not or could not replace it with another event. To the best of our knowledge, none of these other arenas has agreed to restrict their future capacity.

The applicant also assumes that existing Clippers Training Center will not be reused and, therefore, "existing emissions from operations of the Clippers Training Center are included in the baseline conditions." It is unreasonable to presume the Clippers Training Center will be vacant after the Clippers move out.[4]

By artificially inflating the baseline, the application incorrectly reduces the disclosed level of emissions by more than 75%. Expected net GHG emissions with the corrected baseline are shown to be ***at least 407,240 MT CO_2e***– and likely much higher due to the other errors and data gaps described in this comment letter – ***four times higher*** than the 101,623 MT CO_2e disclosed in the application.[5]

In addition, the application's baseline:

- does not employ the accepted standard methodology for evaluating GHG emissions using the CalEEMod model recommended by the South Coast Air Quality Management District;
- does not follow agency guidance for taking credit for baseline emissions;
- is not consistent with long-standing agency guidance and rules employed under the Clean Air Act for when a new facility can take credit for eliminating existing emissions; and

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[4] The application assumes that only a portion of the Clippers Facilities will be reused. *See* IBEC Application for Certification ("Application"), Attachment G, at pp. 6-7.

[5] *See* EXHIBIT 1, Table 1; Application GHG emissions of 448,139 MT CO_2e – corrected baseline emissions of 40,902 MT CO_2e = project estimated net emissions of 407,240 MT CO_2e without correcting for other errors.

- does not apply the rigor and consistency necessary to substantiate the reductions identified in the application.

CARB cannot determine the project achieves net zero GHGs until the application is resubmitted with proper emissions calculations and supporting data. Moreover, the public must be given an opportunity to understand the project's actual impact with corrected data.

a. SCAQMD-Recommended CalEEMod Model Does Not Take Credit for Moving Operations with New Development When Existing Facilities Will Not Be Eliminated

If this application's methodology were applied to other projects in California, the majority of emissions from most new development projects would "disappear" because a project applicant could simply assume the emissions already existed within the region or state. Not surprisingly, this methodology is not consistent with the SCAQMD-recommended model used in most credible GHG analyses. Modeling tools developed by the air agencies to evaluate project-level GHG emissions do not reduce project emission inventories to take credit for offsite conditions that may exist elsewhere in the region. For example, new commercial developments include emissions from all vehicles coming to and from the new building. New development is not permitted to take a "credit" and reduce its projected emissions by claiming that some of those emissions are shifted from an existing building to the new building.

If the applicant's approach is followed, the negative precedent for the State is substantial and runs counter to the framework air agencies and accepted models have established to evaluate GHG impacts. Broadly applying the applicant's methodology will allow many projects to "zero out" most emissions since the projects will claim they are merely relocating uses otherwise within the basin, region, or state.

CalEEMod, the statewide program designed to calculate both criteria and GHG emissions from CEQA development projects in California, does not net out existing offsite emissions. CalEEMod was developed for the California Air Pollution Officers Association (CAPCOA) in collaboration with the California Air Districts, and is recommended by the SCAQMD. The application's treatment of baseline emissions and crediting of offsite emissions reductions is inconsistent with CalEEMod's standards.

b. The Application is Inconsistent With Air District Guidance on Baseline Emissions

The application conflicts with other Air District guidance, which limits baseline emissions to existing emissions sources that will be removed. The Bay Area Air Quality Management District (BAAQMD) CEQA guidance describes the methodology for determining baseline emissions and the technical basis for doing so when evaluating a project's emissions profile:

> "If a proposed project involves the **removal** of existing emission sources, BAAQMD recommends subtracting the existing emissions

> levels from the emissions levels estimated for the new proposed land use." [6] (Emphasis added)

Thus, "subtracting" emissions should occur only if existing sources will be removed by the project. For example, here, the application may appropriately take credit for eliminating any existing onsite emissions associated with the proposed site. However, the application takes credit for both removing existing land uses *and* purportedly shifting offsite activities at ongoing venues even though there is no proof that such offsite activities will not continue if the project is built. Hence, such offsite emissions will not actually be eliminated.

The applicant's assumption would effectively make over 75% of its project emissions disappear by taking credit for unsubstantiated off-site reductions. This is in complete contravention of the claims made by the applicant and legislators during the hearing process on AB 987. AB 987's author characterized the bill as "setting a new gold standard for green standards." If the applicant is allowed to shortchange neighboring communities by grossly underestimating its emissions and mitigation by using a faulty baseline, the applicant will have fallen far short of this standard to the direct detriment of the community.

c. The Application is Inconsistent With Clean Air Act's Long-Standing Rules for Obtaining Emission Reduction Credits for Eliminating Existing Stationary Sources

The application's baseline methodology also conflicts with longstanding regulatory rules and guidance under the state and federal Clean Air Act for taking credit for removing stationary source emissions. As highlighted in SCAQMD Rules and Regulations, the approach for a closing facility to obtain emission reduction credits is rigorous, requires actual data on historical emissions, and does not employ speculative assumptions as included in the application (see Rule 1306[7], Rule 1309[8], and application for Emission Reduction Credit Certificate of Title XX[9]). The regulatory approach relies upon the review of the actual operating levels of the facility in the most recent time period. The analysis also requires detailed evaluation and a calculation that

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[6] BAAQMD, 2017, CEQA Air Quality Guidelines, *available at* http://www.baaqmd.gov/~/media/files/planning-and-research/ceqa/ceqa_guidelines_may2017-pdf.pdf?la=en, accessed January 2019.

[7] SCAQMD, Rule 1306, Emission Calculations, *available at* http://www.aqmd.gov/docs/default-source/rule-book/outdated-sip-rules/rule-1306-emission-calculations.pdf?sfvrsn=4, accessed January 2019.

[8] SCAQMD, Rule 1309, Emission Reduction Credits and Short Term Credits, *available at* http://www.aqmd.gov/docs/default-source/rule-book/reg-xiii/rule-1309.pdf?sfvrsn=4, accessed January 2019.

[9] SCAQMD, Form 401, Application for Emission Reduction Credit (ERC) Certificate of Title, *available at* http://www.aqmd.gov/docs/default-source/aqmd-forms/Permit/401-erc-form.pdf?sfvrsn=14, accessed January 2019.

reduces the credited emissions based on a specific ratio (i.e., 1.2-to-1.0[10]). Additionally, under both the federal Clean Air Act and the state Clean Air Act, as well as SCAQMD regulations, a facility operator cannot obtain emission reduction credits (i.e., "take credit") for eliminating emissions from the facility unless the operator can prove future operations are not possible without another operator obtaining a new operating permit.

In the framework of AB 987, where the project must ensure that there is no net additional emissions of GHG, the GHG reductions claimed in the analysis must be well substantiated. *Those emissions claimed as being removed must be proven to be real, additional, permanent, verifiable and enforceable*. The application does not provide adequate information or analysis to confirm these standards are being achieved.

d. Application Recognizes Baseline Error by Not Taking Credit For Moving Office Uses But Fails to Apply the Proper Standard to Games and Events

Tellingly, the application recognizes its improper baseline by applying the *correct* methodology to the LA Clippers team offices, where it assumes the vacant offices will be backfilled by other users even though it does not know exactly who will backfill the use or when it will occur. For the remaining existing uses, the analysis assumes, without technical substantiation and in contravention of existing guidance and policy, industry realities, and common sense that (1) Staples Center will not find replacement events for the Clippers home games; (2) the Clippers Training Center will remain largely vacant; and (3) non-Clippers' events at Staples and events at the Forum and Honda Center will leave those arenas and that those other arenas would then not to fill those dates. The application should apply the same, correct logic it applied to the Clippers team offices, instead of erroneously, and in violation of established methodology, taking credit for the games and events at other venues and by assuming the potentially open dates will not be filled ever.

The application "quantifies emissions for the existing LA Clippers games at the Staples Center, existing uses at the downtown LA Clippers' Team Offices, the team's existing LA Clippers Training Center in Playa Vista, and the portion of non-NBA events anticipated to occur at the IBEC Project arena instead of other venues in the Los Angeles region (i.e. market-shifted non-NBA events) in order to calculate the net GHG emissions associated with the IBEC Project." It goes on to state that the "analysis assumes that after the LA Clippers Team Offices relocate to the IBEC Project Site, the vacated existing office space would be used by a different, unknown office tenant in the future." However, the application ignores any potential future replacement tenants or activities for the basketball game dates, the training center, in assuming other non-Clippers events shifting to the project. In doing so, the application greatly inflates its baseline emissions to reduce the amount of emissions that have to be offset.

Existing Staples Center Games and Events. The application provides no evidence that the dates for NBA games, events, and NBA and NHL playoff holds that would be freed up at

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[10] SCAQMD, Emission Reduction Credits, *available at* http://www.aqmd.gov/home/permits/emission-reduction-credits, accessed January 2019.

Staples Center will not be filled with other events. Given the popularity and central location of the venue, it is unreasonable to assume Staples Center will sit empty during all of these dates for 30 years. Staples is the second grossing facility in the region, behind the Forum. It is not simply going to lose dates and not backfill them. Moreover, eliminating the Clippers games from the schedule would allow Staples Center to attract more multi-night engagements and to book events during dates that were previously reserved for possible playoff games that ultimately might not occur.

According to the application, LA Clippers games account for approximately 21% of the total events hosted at the Staples Center. But after acknowledging that the Clippers account for such a large percentage of Staples Center business, the application assumes that no events will replace them. Not one. Staples will not stay dark for 30 years on these dates. This allows the application to "count" 5,992 MT CO_2e each year towards its baseline emissions without *any* corresponding offset to account for new activities that would replace existing Clippers games at the Staples Center.

Market-Shifted Events. The application assumes, without evidence, that "half of the non-NBA game events (e.g., concerts, family shows, non-NBA sports games, etc.) anticipated to occur at the IBEC Project … would have otherwise occurred at other venues in the Los Angeles area, but would be relocated at the IBEC Project…,which are referred to as market-shifted events in this analysis."[11] The application assumes that the other venues in Los Angeles will not fill any of the market shifted event dates with new events.

Beyond this unsubstantiated assumption that a market shift of events would occur and there would never be any other use to fill that date, there is no modeling standard or regulatory guidance to support this approach. This is inconsistent with the standard approach for GHG analyses. For example, if a project were to build new dwelling units, that project does not discount the emissions for people who may move in from existing homes. As discussed above, CalEEMod does not approach project emissions inventory in this way and does not include any method to consider market-shifted events.

Additionally, one of the venues assumed to be losing "market-shifted" events, the Honda Center, has one of the highest GHG utility intensity values—further inflating the baseline emissions credit used in the application. No information is provided to substantiate that percentage of events assumed to leave existing venues for the project and that those venues would not fill the open dates with other events. Consistent with current accepted methodology, no offsite reductions for such events should be assumed.

Clippers Training Facility. The application notes that "given the unique design and space allocation of the existing LA Clippers Training Center, the potential future use of this facility or site after completion of the IBEC Project is unknown. It would be speculative to assume what type of use might occupy this facility in the future…. Thus, the existing emissions from operations of the LA Clippers Training Center are included in the baseline conditions without assumptions about the future use of this facility and site." The application is therefore

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[11] Application, Attachment G, at p. 6.

cognizant that future uses *should* be taken into account in its baseline emissions, but it simply chooses not to because it would be "speculative." However, assuming *no* future use of the facility is equally speculative and certainly less likely than assuming that the entire emissions of 1,000 MT CO_2e will simply disappear. It is more likely that the facility will be occupied by a new user and that the new use would be more intensive because it would not be tied to the local training schedule for the Clippers.

e. Application Relies on Default Assumptions Instead of Site Specific Data, Which Further Inflates the Baseline

The application relies upon mostly default assumptions in CalEEMod to calculate baseline emissions, further artificially inflating the baseline. Regulatory programs, including CalEEMod, mandate that site-specific data be used to assess emissions when determining a baseline. The default assumptions of CalEEMod are designed to be conservatively *high* to ensure that project emission inventories are not under predicted when default assumptions are applied. By using default assumptions for the baseline emissions credit, the application again artificially inflates the modeling results to inaccurately minimize the project's GHG emissions inventory. In other words, by using the default assumptions, the application is likely *less conservative* than if site-specific data were used, resulting in a likely underestimation of project emissions.

The application uses default assumptions for mobile, waste, water, and area sources. Unless the applicant can demonstrate that site-specific data is not available for those emission sources, the default assumptions should not be used.

B. Project Fails to Adequately Mitigate GHG Emissions or Achieve Local Reductions Mandated by AB 987

1. AB 987 Mandates Reduction of *Local* GHG Emissions, a Much Higher Standard than AB 900 Imposes

Unlike AB 900, which has no locational reduction requirements, AB 987 imposes a higher standard for the project to "reduce the emissions of greenhouse gases in the project area and ***in the neighboring communities of the arena***" to accomplish net-zero GHGs. As shown below, the application falls far short of the local reductions AB 987 mandates.

2. The Application Grossly Underestimates Actual Mitigation Requirements

AB 987 requires that the GHG emissions reductions first be from local, direct GHG emissions reduction measures to "maximize public health, environmental, and employment benefits…" The applicant's assertion that it meets this directive is illusory.

First, as discussed in Section II.A, *supra*, the applicant's methodology to estimate its net new emissions is fundamentally flawed, resulting in a net new emissions figure that is drastically underestimated. By beginning with an incorrect goal to mitigate 101,623 MT CO_2e rather than

at least 407,240 MT CO_2e (and probably much more), the applicant sets the bar of compliance artificially low, shortchanging its local mitigation commitment (and the community).

Applying more accurately estimated net new emissions, as required by AB 987, the application's local mitigation only achieves a 14% reduction in Project GHGs, not the 57% reduction applicant's analysis presumes. This leaves a dramatic ***local mitigation shortfall*** . AB 987's mandate to **maximize** environmental and public health benefits in neighboring communities requires the applicant to pursue available local reductions first.

Table 2: GHG Mitigation Shortfall[12]

	Application Claimed Mitigation[13]		Mitigation Requirements with Corrected Baseline	
IBEC Project Condition and Reductions	Emissions Estimates (MT CO_2e)	Percent of Net New Emissions	Emissions Estimates (MT CO2e)	Percent of Net New Emissions
Total Net New Emissions IBEC Project Without GHG Reduction Measures	101,623	100%	407,240	100%
Total Amount of Reduction from Local Measures	58,195	57%	58,195	14%
Total Net New Emissions (After Reductions from Local Measures)	43,428	43%	349,045 (net zero GHGs not achieved)	86%

CARB cannot determine the project achieves net zero GHGs unless the project satisfies AB 987's mandate to "maximize public health, environmental and employment benefits" by reducing GHG emissions "in the project area and in the neighboring communities." As demonstrated by Table 2, the application is not even close to being net zero GHGs and substantially more local GHG reductions would be required. The application must be revised and resubmitted to CARB and for public review with a proper mitigation package.

The total amount of reductions from local, direct measures is closer to 14 percent rather than the reported 57 percent. Moreover, the applicant's local mitigation requirements are not

[12] This table likely underestimates the actual shortfall in mitigation due to the numerous errors and data gaps identified in this comment letter. When these data gaps and errors are addressed, the Project's actual emissions and mitigation obligation will likely be much higher.

[13] The application's estimate of emissions are incorrect and the identified mitigation does not meet the requirements of AB 987, as described in this comment letter.

local and do not meet the requirements to be real, additional, permanent, verifiable and enforceable.

The application fails to propose enough local, direct measures to mitigate the anticipated net new emissions associated with the project. Numerous available local, direct mitigation measures are identified in AB 987. The applicant must propose them to obtain certification.

C. Potential Health Risks to Neighboring Communities Are Correlated to Actual Local Emissions

There is a close correlation between ambient levels of pollutants and localized health consequences.[14] If local emissions are underestimated, local health consequences will likely be underestimated.

CARB's Scoping Plan explains that local GHG mitigation programs can provide co-benefits by reducing other pollutants:

> Greenhouse gas emissions reduction strategies…can also lead to important co-benefits, such as improved air quality, local economic benefits such as green jobs, more mobility choices, improved public health and quality of life, protection of locally, statewide, and globally important natural resources, and more equitable sharing of these benefits across communities. [15]

And:

> [S]ome climate strategies, such as GHG reduction measures that decrease diesel combustion from mobile sources, produce air quality co-benefits in the form of concurrent reductions in criteria pollutants and toxic air contaminants.[16]

As a result, "CARB recommends that lead agencies prioritize on-site design features that reduce emissions, especially from VMT, and direct investments in GHG reductions within the project's region that contribute potential air quality, health, and economic co-benefits locally."[17] The connection between local GHG mitigation and local health benefits explains why the

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[14] For a detailed description of health consequences associated with exposure to various pollutants, *see* SCAQMD, 2016 Air Quality Management Plan (AQMP), Appendix I, Health Effects, *available at* http://www.aqmd.gov/docs/default-source/clean-air-plans/air-quality-management-plans/2016-air-quality-management-plan/final-2016-aqmp/appendix-i.pdf?sfvrsn=14. Accessed January 2019; *see also*, EXHIBIT 1, pp. 7-8; EXHIBIT 3.

[15] CARB, Final Scoping Plan Update, 2017, p. 100, *available at* https://www.arb.ca.gov/cc/scopingplan/scoping_plan_2017.pdf.

[16] *Id.* at 14.

[17] *Id.* at 102.

Legislature required GHG mitigation measures to "maximize public health, environmental and employment benefits" by reducing GHG emissions "in the project area and in the neighboring communities."

If the Project relies on a faulty baseline to underestimate GHG emissions, as described above, the Project is likely underestimating local emissions of diesel particulate matter, PM10, PM2.5, NOx and other pollutants and the related health consequences associated with such emissions in neighboring communities. This is particularly critical in the case of the project, since it is located directly in a lower income residential community. Taking credit for illusory reductions located elsewhere in the region will not mitigate localized health risks on neighboring communities. As the requirement to apply local mitigation to benefit the neighboring community is clearly part of AB 987, the applicant must mitigate its actual local GHG emissions, which will have the co-benefit of reducing local emissions of criteria pollutants and toxic air contaminants.

The application also does not account for increased VMT and traffic congestion that may increase local emissions. Traffic congestion and idling time will be exponentially compounded by the fact that when the Forum, the new NFL stadium, and project's arena operate at the same time, the surrounding roadways are forecast to cease functioning. If the Project's local emissions are underestimated, the actual emissions of toxic air contaminates, such as diesel particulate matter from heavy duty trucks, may be underestimated. The potential health consequences of diesel particulate matter is well documented.[18]

D. CARB Cannot Determine Project Achieves Net Zero GHGs Without Satisfaction of the Locational Requirements

Unlike AB 900, the Legislature specifically mandated that AB 987 projects satisfy strict locational requirements for any carbon offsets utilized to achieve net zero GHGs. Specifically, Public Resources Code Section 21168.6.8(j)(4) requires:

> The applicant may obtain offset credits for up to 50 percent of the greenhouse gas emissions reductions necessary to achieve the requirements of paragraph (3) of subdivision (b). ***The applicant shall, to the extent feasible***, place the highest priority on the purchase of ***offset credits that produce emission reductions within the City of Inglewood or the boundaries of the South Coast Air Quality Management District***.... (Emphasis added.)

The inclusion of locational requirements in AB 987 where there was previously silence on this topic establishes the Legislative's affirmative intent to hold this project to a higher standard of reducing specifically local GHG emissions. Governor Brown also made this clear in

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[18] *See* CARB, Diesel and Health Research, *available at* www.arb.ca.gov/research/diesel/diesel-health.htm.

his signing message.[19] CARB cannot determine the project is net zero GHGs in conformance with AB 987 unless the applicant identifies and legally commits to achieving feasible reductions from carbon offset programs located within the neighborhood and the City of Inglewood.

The application lacks any information about how AB 987's locational reduction requirements could ever achieved. The application states that almost 40 percent of reductions will come from "carbon credits," even assuming all other GHG reductions identified in the application are accurate (an assumption this analysis shows is flawed). The application makes no attempt to identify which offset programs are currently available in the neighborhood or in the City of Inglewood or even within the SCAQMD boundary. Instead, the application defers the purchasing of carbon credits to the grading permit or certificate of occupancy stage, *long after* CARB has evaluated the project under AB 987 and the CEQA process has been completed, and does not seek to identify what might even be available then.

AB 987's locational requirements are consistent with CARB's 2017 Scoping Plan Update.[20] It would be inconsistent with AB 987 and the Scoping Plan for CARB to determine the project is net zero GHGs without evaluating the feasibility of local carbon offsets, and specifically what they are. The application provides no meaningful information regarding real local measures and certainly makes no commitment to such measures.

Importantly, the applicant cannot rely on any measures utilized to satisfy its *separate* Section 21168.6.8(j)(3) requirements,[21] which themselves mandate local measures to reduce the project's GHG emissions. The locational requirements in Section 21168.6.8(j)(4) apply to any additional carbon offsets the project may pursue and Section 21168.6.8(j)(4) imposes distinct obligations that are in addition to the Section 21168.6.8(j)(3) mandates. The separate requirements under Section 21168.6.8(j)(3) and Section 21168.6.8(j)(4) are necessary to improve local air quality and health co-benefits for neighboring communities.[22]

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[19] Writing that "the project must reduce criteria pollutants, a requirement that is not included in the current Environmental Leadership Development Project standards."

[20] Final Scoping Plan Update, 2017, Appendix B ("Encourage the applicant to consider generating or purchasing local and California-only carbon credits as the preferred mechanism to implement its offsite mitigation measure for GHG emissions and that will facilitate the State's efforts in achieving the GHG emission reduction goal."

[21] Pub. Resources Code § 21168.6.8(j)(3) provides: "Not less than 50 percent of the greenhouse gas emissions reductions necessary to achieve the requirement of paragraph (3) of subdivision (b) shall be from local, direct greenhouse gas emissions reduction measures, including, but not limited to, any of the following:" Section 21168.6.8(j)(3)(A)-(B) identify onsite and offsite GHG reduction measures that should be considered.

[22] *See* CARB, Final Scoping Plan Update, 2017, p. 102 (onsite and local measures "contribute potential air quality, health, and economic co-benefits locally"), *available at* https://www.arb.ca.gov/cc/scopingplan/scoping_plan_2017.pdf.

The Governor cannot certify the project unless CARB has determined that it would result in net zero GHG emissions, and CARB cannot reach this determination unless CARB is satisfied the project will either not require carbon offsets or will meet the carbon offset locational requirements.[23]

E. The Technical GHG Analysis Contains Numerous Data Gaps and Erroneous Assumptions

1. The Application Uses Inconsistent Methodology When Calculating Baseline and Project Emissions

The application uses inconsistent internal logic to take credit for decreasing project emissions over time while holding steady baseline emissions. The application assumes that due to projected utility intensity factors and cleaner vehicles, the project's GHG emissions will decrease from 2024 into the future. However, the application does not reduce baseline emissions as would inherently also occur as fuel efficiencies improve. The application should apply similar reductions in future years to baseline emissions as it did for the project's future emissions.

The application also cherry-picks inconsistent utility intensity values without adequate explanation. When calculating the baseline emissions, the application should have matched the site-specific usage for the time period upon which the analysis is based. For instance, for each venue the application assumes will lose "market-shifted" events, the application uses a different year to calculate baseline emissions (Staples Center: 2016; the Forum: 2018; Honda Center: 2017).

2. The Application Contains Numerous Errors and Inconsistencies

The application contains numerous errors and inconsistencies, which make it difficult to verify or understand how the reported emissions are calculated.

- Mobile Source Emissions. The application contains internal inconsistencies regarding mobile source emissions. Table 7 of the TDM section reports total annual trips of 2,972,568. However, the "Mobile Source Emissions" table of the Attachment G summary reports total annual trips of 2,646,393. This diminishes the mobile component of the project's emissions by approximately 12%.

- Proximity to Downtown Transportation Services. As detailed below, the application does not account for the fact that a significant portion of the project's guests and employees will no longer benefit from the same proximity to downtown Los Angeles transportation services adjacent to the Staples Center location. Based on the applicant's own estimates, VMT is expected to increase, leading to a corresponding increase in GHG emissions.

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[23] *See* Pub. Resources Code, § 21168.6.8(j)(4), cross-referencing the § 211168.6.8(b)(3) determination.

- Ten Percent Energy Reduction is Unsubstantiated. The application simply claims, without substantiation, that the project will be ten percent more efficient than Title 24 2019 standards. This claim is dubious. First, while the project's commitment to Tier 1 of the CALGreen Code will achieve energy consumption benefits, there is no explanation how the applicant arrived at a ten percent (10%) reduction over Title 24 2019 standards. Indeed, the Tier 1 requirements are included in the 2016 version of CALGreen and thus were established well before the 2019 standards. Without further substantiation, any estimated reduction in energy reduction is purely speculative.

- LEED Reductions are Unsubstantiated. The application takes credit for emissions reductions achieved through LEED Gold certification with no substantiation as to how LEED Gold commitments will result in any material GHG reductions. For example, the application takes LEED credit for heat island reduction, light pollution reduction, green education programs, and other measures that are unlikely to result in material GHG reductions.

- Details Regarding White Box Model are Missing. The application notes the use of what it describes as a "white box" model to calculate future energy uses, but there are no details as to how the model operates. Without detailed information as to the model, neither the public nor CARB can understand, analyze, or replicate the model results. The calculations of the model should be substantiated and illustrated to meet the standards of such for CEQA, offset protocols, and stationary source emissions reduction credits.

F. The Applicant Has Failed to Submit the Required Application to the Air Resources Board

AB 987 requires that the Air Resources Board, pursuant to Division 25.5 of the Health and Safety Code, separately determine that the project does not result in any net additional emission of greenhouse gases.[24] AB 987 encourages CARB to make its determination no later than 120 calendar days *after receiving an application* for review of the methodology and calculations of the project's greenhouse gas emissions.[25] While the applicant has described (inaccurately in our opinion) how it intends to achieve no net additional emission of greenhouse gases in its application for certification to the Governor, there is no indication that it has properly submitted any application to CARB as required by AB 987.

CARB has issued guidance on what steps an applicant should take to fulfill its obligation to submit an application for the evaluation of greenhouse gas methodologies and documentation for AB 900 projects. The language in AB 987 related to this topic is identical to that in AB 900 and OPR confirms its "Guidelines [for AB 900] apply to projects requesting certification for streamlined judicial review . . . Assembly Bill 987 (Chapter 961, Statutes of 2018) to the extent

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[24] Pub. Resources Code § 21168.6.8(b)(3).

[25] *Id* (emphasis added).

that the Guidelines are applicable and do not conflict with the language contained within those statutes."[26]

CARB guidance prescribes eleven steps an applicant take before CARB will issue a certification:

1. Applicant meets with the lead agency to discuss the proposed project including emission quantification methodologies and potential mitigation measures.

2. Applicant makes any adjustments to the project, emission quantification methodologies, or mitigation measures per direction from the lead agency.

3. Applicant sends ARB an email indicating its intent to submit proposed GHG methodologies and documentation along with a simple description of the proposed project as well as the lead agency contact so that ARB can assign the appropriate technical staff to respond.

4. ARB contacts the lead agency for the proposed project to discuss their perspective on the emission quantification methodologies and any mitigation measures.

5. ARB holds a pre-submittal meeting with the applicant regarding the project in an effort to provide direction on the submittal and associated process.

6. Based on the applicable facts the ARB will: 1) encourage the applicant to proceed with submitting GHG methodologies and documentation; 2) recommend that the applicant follow-up with the lead agency on outstanding questions before submitting GHG methodologies and documentation; or 3) schedule a coordination meeting that includes the lead agency and applicant prior to submitting GHG methodologies and documentation.

7. Applicant submits its GHG methodologies and documentation to ARB.

8. ARB evaluates the submittal in consultation with the lead agency.

9. ARB drafts its evaluation and shares it with lead agency.

10. ARB finalizes its determination and transmits it to the Governor's Office.

11. The above steps apply provided the lead agency is available to work within the schedule established for ARB under the Act. If this is not possible, ARB may

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[26] *See* California Jobs, AB 900, *available at* http://opr.ca.gov/ceqa/california-jobs.html.

seek additional time as provided for under the Act or proceed with finalizing its evaluation and determination under the Act.[27]

There is no indication that the applicant undertook any of these steps prior to submitting its application to the Governor. If the applicant had, we anticipate CARB would have identified the many flaws in the application's methodology for establishing its supposed net-zero emissions claim and meeting AB 987 requirements, and likely rejected the application as incomplete. CARB should do so now.

AB 987 encourages CARB to make its determination within 120 days after receiving an application for review of the methodology and calculations of the project's greenhouse gas emissions.[28] Because the applicant has not submitted its GHG analysis to CARB consistent with CARB's adopted procedures, CARB should not be restrained by the recommended time period for review.

And the public must be provided any supplemental application materials and time to review and respond to such submissions.

III. THE TRANSPORTATION DEMAND MANAGEMENT PROGRAM LACKS EVIDENTIARY SUPPORT AND DOES NOT MEET AB 987'S REQUIREMENTS

AB 987 "requires a transportation demand management program that, upon full implementation, will achieve and maintain a 15-percent reduction in the number of vehicle trips, collectively, by attendees, employees, visitors, and customers as compared to operations absent the transportation demand management program."[29] (

AB 987 requires the TDM program to include "a *specific program* of strategies, incentives, and tools…with specific annual status reporting obligations…"[30] The "15-percent reduction in vehicle trips shall be achieved and maintained ***as soon as feasible***, but not later than January 1, 2030."[31] At a minimum, not less than 7.5% reduction in vehicle trips is to be achieved and maintained by the end of the first NBA season.

Based on a review of the applicant's proposed TDM program, it is clear that the project's TDM program is likely to never achieve a 15% reduction and certainly will not achieve a 7.5% reduction by the end of the first NBA season that the arena is operational. The application fails

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[27] Process for Greenhouse Gas Methodologies and Documentation Submittal to the California Air Resources Board, *available at* https://www.arb.ca.gov/html/ab900.htm.

[28] Pub. Resources Code § 21168.6.8(b)(3).

[29] Pub. Resources Code § 21168.6.8(a)(3)(B)(i).

[30] Pub. Resources Code § 21168.6.8(a)(6) (emphasis added).

[31] Pub. Resources Code § 21168.6.8(B)(iii).

to demonstrate that the project's TDM program will reduce vehicle trips by 15% "as soon as feasible" or that it is ever feasible to achieve a 15% reduction.

As detailed below, the TDM program relies on incorrect or unsubstantiated data, does not contain a plan detailing how results will be verified, and relies on optimistic trip reduction assumptions that have never been achieved. Without additional data and substantiation, the Governor cannot certify that the project will reduce trips as AB 987 requires. Moreover, the precedential impact of certifying a TDM program without essential detail and that is based on faulty assumptions will mean that other projects could well also similarly seek to avoid a rigorous analysis.

On a macro level, it is easy to see why the project's TDM program will not work.

First, the TDM program must work for all events and all project elements, not just Clippers basketball games. With respect to the arena alone, the applicant is projecting over 243 annual events, including concerts and other events. Clippers basketball games only account for approximately 49 of these 243 events. People who only visit the arena once or twice a year will fill approximately 200 of the project's events. However, the applicant's TDM program assumes that concert attendees as well as basketball game attendees have the same travel patterns. Transportation data suggests exactly the opposite and indicates that few one-time attendees to a concert at the arena will use transit.

Second, the Clippers are moving from high-density urban downtown Los Angeles to a suburban area typified by relatively low-density single-family homes and low-rise multifamily homes. Within the downtown area of Staples Center today, there are over 43,000 residential units, 90 million square feet of commercial space and thousands of hotel rooms. Directly adjacent to Staples Center and the Los Angeles Convention Center is a light rail transit stop with Blue and Expo Line access, numerous bus transit lines (with a dedicated bus lane), and the Red Line and Purple Line subway station is a ten-minute walk. There are dozens of restaurants, bars and other entertainment facilities within only a few blocks. Comparatively, there is virtually no significant office development today within miles of the project site nor is there high density residential development. There is no rail transit stop next to the project, as there is today at Staples Center, and there are few bus transit options adjacent to the proposed project site.

The applicant states (without supporting empirical data) that currently 80% of attendees to Clippers' basketball games at Staples Center arrive by car, with 20% arriving by walking, rail, transit buses (Metro, Foothill, Big Blue), shuttles, or "shared mobility (as discussed below). Thus, although Staples Center is located in Los Angeles' downtown residential and business core (arguably where a significant percentage of basketball and concert attendees might work and live), in an area with over 200,000 people within a one mile radius, and an area rich with rail and bus transit, only 20% of the basketball game attendees arrive by rail, bus, walking, or "shared

mobility" (i.e., Uber and Lyft, which are still cars, should not be included in the transit category and, in fact increase, overall trips, as discussed below).[32]

The applicant assumes that its poorly defined TDM program, which relies almost entirely on shuttle buses to connect to under construction light rail stations, will reduce the number of attendees to basketball games and concerts arriving by private car by 34%, with the balance using buses or "shared mobility."

There is no support in the application for the assumption that 34% of attendees to all Inglewood arena events will arrive by transit. This assumption that the Clippers will not only maintain its current 20% of attendees coming by means other than personal car, but increase it to 34% (an increase of 70%) over Staples downtown location is particularly flawed in light of the facts and perhaps more importantly the extensive testimony by the applicant and legislators that Inglewood is "transit starved." There is not the office density or residential density in the area of the project to support the notion that people will walk to the arena from adjacent areas or that there would be a system of extensive transit buses or shuttles from offices and residences in the area. The project's assertion of 34% alternative transit is wholly without support based on the applicant's own precedent at Staples Center, the reality of the project site's built environment, and published data.

A. The TDM Program Cannot Achieve a 15% Reduction by the End of the First NBA Season and Thus Cannot Meet AB 987's Net-Zero GHG Requirement

The project's application predicts a 15.151% trip reduction by 2030 and also relies on such a reduction after the first year of the arena's operation to achieve AB 987's net-zero GHG requirement.

The applicant relies on this purported 15% trip reduction to meet not only AB 987's trip reduction requirement but also to meet AB 987's net-zero GHG requirement. Under AB 987, the project must be net-zero during its first year of operation. Therefore, under the applicant's GHG reduction assumptions, the project must achieve 15% trip reduction even in its first year of operation.[33] To certify compliance with AB 987, the Governor must find that the TDM program will achieve a 15% trip reduction in the first year of operation to credit the related GHG reductions the applicant assumes as part of the application. This level of reduction is simply not achievable in the first, second, third, or tenth year of operation. Nor is the 7.5% reduction achievable in its first year of operation. As a result, the Governor cannot certify the project under AB 987.

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[32] Shared mobility is usually just another car trip, if not two trips. Recent data suggest that Uber/Lyft increases traffic, VMT, and GHGs. (*See* EXHIBIT 2, Attachment A.)

[33] *See* Application, Table 3, at p. 21 (assuming reductions from TDM program in summarizing net-zero GHG conclusions); *see* Application, Attachment G, Greenhouse Gas Analysis, Table 8, at 21 (explaining that operational emissions with local GHG reduction measures "includes reductions association with implementation of TDM Program….").

B. The Trip Generation Assumptions Have Numerous Errors

The TDM program rests on assumptions regarding the number of trips a particular project use generates. The application's assumptions and data contain many errors. As a result, the number of trips is underestimated and it is clear that the TDM program will not achieve 15% reduction in its first year of operation as assumed in the GHG reduction program (nor will it meet 7.5% in its first year of operation as assumed in the TDM program).

- The Wrong ITE trip rate is applied to the Sports Medicine Clinic. The Institute of Transportation Engineer's ("ITE") published rate for a Sports Medicine Clinic is 38.16 trips per thousand square feet.[34] The TDM program applies the incorrect rate of 30.18 trips per thousand square feet. This is a 20% underestimation. Using the application's assumption that the Sports Medicine Clinic would not operate on weekends (which should of course be an enforceable covenant to substantiate that assumption) and based on 260 weekdays per year, this error results in an underestimation of annual trips by 51,870.

- Clippers employee trips are dramatically understated. The 275 Clippers Management and Operations employees are assumed to generate 1.13 trips per employee. This is less than 50% of the ITE's trip rate of 2.31 trips per employee for corporate headquarters office buildings, which is an appropriate classification. The rate used by the Clippers, which is not supported by any evidence, rather dubiously assumes that for every two employees, one is not driving to work, that no employees leave the site during the day, and that the office receives no deliveries. Using the correct ITE trip generation rate adds 71,377 additional annual trips.

- No trips are assigned to Clippers employees on weekends. The study assumes that Clippers Management and Operations employees and Practice and Training Facility employees never work on weekends. No trips are assigned to weekends. This is an unreasonable assumption based on the Clippers' schedule alone and must be corrected to reflect the project's total trips accurately.

- Trips generated by Uber & Lyft vehicles are understated by 100%. An attendee or employee arriving in a private vehicle who then leaves at the end of the day or event generates two trips – one arriving and one leaving. In contrast, usage of Uber or Lyft generates four trips – two drop-off trips (one arriving to drop off the passenger and one leaving after dropping off the passenger) and two pick-up trips (one arriving to pick up the passenger and one leaving with the passenger in the car). Thus, the TDM program's assumption that ten percent of employees and

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[34] The Institute of Transportation Engineer's ("ITE") is the leader in trip generation data. ITE generates trip generation rates for specific uses based on thousands of voluntary study submissions and its data is routinely used to estimate the number of trips a development project will generate.

visitors will use Uber & Lyft type services must also account for twice the number of trips these services generate. It does not.

When these four errors are corrected, the total number of trips the project will generate significantly increase. Just using the correct ITE rate for the Sports Medicine Clinic and the Clippers Management and Operations employees drops the TDM program's efficacy below 15%. When additional corrections are made to reflect higher employee trips during weekends, to account for the correct number of Uber and Lyft trips, and to reflect reasonable transit use assumptions the program is forecast to achieve only a 7.13% reduction in the total number of project trips.[35] The problems with the applicant's TDM program go well beyond just these trip generation errors.

C. The TDM Program's Assumptions Regarding Transit Riders Are Unsupported

Rail transit is the backbone of the TDM program. The Trip Generation Memorandum admits that "without shuttle service to and from the IBEC Project Site, it is unlikely that [event attendees] would take advantage of the existing and future rail services."[36] This is because the existing and planned rail facilities are between 0.8 and 2.0 miles away and because rail riders would need to transfer to a public bus and then still walk farther to the arena site. Moreover, the application concludes that "the streets that surround the Project Site lack pedestrian friendly sidewalks that would encourage walking." Accordingly, under baseline conditions, the Trip Generation Memorandum assumes that no employees or attendees to the project would use Metro rail service.[37]

With event-day shuttle service, however, the Trip Generation Memorandum assumes that up to 10% of all attendees for basketball games and concerts would use existing and future rail services.[38] There is no support for this conclusion. Based the applicants' own data, it is clearly wrong and the Governor cannot certify the project under AB 987.

1. Rail Transit Usage At Existing Los Angeles Sports Facilities Shows the 10% Estimate is Unsupported

Staples Center is located about a block away from a Blue Line and Expo Line rail station on Flower Street and a short walk from the 7th Street/Metro Center, where the Red and Purple Lines stop. Despite this immediate proximity to multiple heavy and light rail transit lines and stations, the applicant reports (again, without supporting empirical data) that only 11% of

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[35] EXHIBIT 2, at p. 4.

[36] Application, Attachment D, at p. 9.

[37] *Id.*

[38] *Id.*, at p. 13. Note that the applicant has not committed to providing electric shuttle or bus service.

attendees to a Clippers' basketball game take rail transit.[39] The downtown Los Angeles core also has one of the highest bus line concentrations in the region, is home to the region's largest workday population (over 74,000 people), and has over 43,000 residential units. Even with all of these factors, the application states that Clippers only achieve an 11% rail transit usage at Staples Center.

In fact, this 11% transit usage figure may be inflated. A recent data collection effort at a sold out Clippers basketball game at Staples Center found that only 2.6% of attendees arrived by way of Metro train and only 1.8% left by train. Data was collected on January 18, 2019, for two hours before and after the event and conservatively assumed that every transit rider leaving the station was going to the Staples Center event.[40]

Despite this low usage of transit, data from a recent event suggest that number is overstated by three times. The applicant then forecasts essentially the same, likely overstated, rail transit usage (10%) of the transit advantaged Staples Center location for a suburban arena that lacks the office and residential density and pedestrian amenities of the Staples Center, that is up to two miles from rail stations that will require attendees to exit the rail station and then get on a shuttle to the arena. The applicant's reliance on a 10% rail ridership assumption is completely without foundation.

The applicant also predicts that ***only*** 66% of attendees to the entire project will come by personal car. The balance coming by transit/shuttles, park and ride buses and Uber/Lyft. This is an astounding number when compared to Clippers games at Staples Center, where, per the application, 80% arrive by personal car.[41]

Compare the applicant's assumptions to the assumptions contained in the report prepared for the new Los Angeles Football Club (LAFC) soccer stadium in Exposition Park and immediately adjacent to downtown Los Angeles, USC, and the Los Angeles Memorial Coliseum. There, with the LAFC stadium adjacent to transit and the downtown core, the analysis projected that 75% of attendees would arrive by personal car – nearly 10% more than the 66% the applicant predicts for its suburban site.

The Los Angeles Dodgers' free shuttle from Union Station in downtown Los Angeles further illustrates how the Trip Generation Memorandum's and TDM program's assumptions are without foundation and completely specious. Union Station, is located in downtown Los Angeles and well connected to all parts of downtown by rail, bus, and shuttles, is approximately 1.8 miles from Dodger Stadium. Union Station is a major hub for the City's railway system, receiving Metrolink, Metro, and Amtrak trains and bus service from across the region. It is the center of Southern California's mass transit hub.

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[39] *Id.*, at p. 10.

[40] *See* EXHIBIT 2, at pp. 5-6.

[41] Application, Attachment D, at 10.

The Dodgers' game day shuttle operates 90 minutes before game time and 45 minutes after the final out or 20 minutes after post-game events. The Dodgers shuttle uses a dedicated bus lane on Sunset Boulevard to expedite travel time.

During the 2017 season, Metro reported ridership of 278,623 attendees using the shuttle from Union Station for all regular and playoff games at Dodger Stadium.[42] The Dodgers reported attendance of 3,765,856 during the 2017 regular season.[43] Thus, even if attendance figures from playoff and World Series games are excluded from total attendance, only 7.39% of attendees arrived at Dodger Stadium using the free shuttle from Union Station. If attendees from playoff and World Series games are included in the total attendance figure, the percentage of attendees using the shuttle was even less than 7.39%.

With the Dodgers' shuttle operating from the region's transit hub, Union Station, and having dedicated bus lanes, the Dodgers achieved a season ridership of 7.39% of attendees. The applicant, on the other hand is predicting that a full 10% of attendees to basketball games *and* concerts (and 5% at other events at the arena) will arrive solely by Metro's light rail system and then use the applicant's shuttle buses to travel the final two miles to the arena, beginning on the first day of arena operations. The applicant provides no data to support the conclusion that it can achieve 35% more transit usage than the Dodgers. The applicant's numbers are inflated and unlikely to ever be achieved.

The applicant should have substantiated this critical assumption with data. The applicant likely has data regarding the home addresses of season ticketholders and many other ticket purchasers. The applicant could have used this data to calculate average distance to a Metro rail transit line serving the project area (i.e., Metro Green or Crenshaw Line). With this data, the applicant could better predict how many basketball game attendees are likely to use rail transit based on proximity to their homes (or their office if the Clippers have reliable data as to office locations for season ticket holders). The percentage of concert attendees would be even less as one time or irregular users of a venue are much less likely to use transit than attendees to athletic events who are more likely to attend multiple events per year.[44]

The Governor should request that the applicant provide data showing how many anticipated attendees live close enough to stations on the Green or Crenshaw Lines to substantiate its unsupportable assumptions regarding rail ridership.

2. Even a Rail Transit Stop At the Arena Would Not Meet the Applicant's Projected Rail Ridership

In arguing for consistency with the 2016 RTP/SCS, the application notes that a "fixed light rail system with a station adjacent to the IBEC Project Site is currently in the planning

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[42] *See* Metro Transit-to-Parks Case Study, at p. 17, *available at* http://media.metro.net/projects_studies/sustainability/images/t2p_case_studies_2018-0301.pdf.

[43] *See* https://www.baseball-reference.com/leagues/MLB/2017-misc.shtml.

[44] EXHIBIT 2, at p. 8-9.

phase...."[45] The applicant apparently is referring to a proposal that Inglewood has named the "Inglewood Transit Connector."[46] If constructed, the Inglewood Transit Connector (an elevated rail line) would travel between an Inglewood station along Metro's under construction Crenshaw Line to the intersection of Century Boulevard and Prairie Avenue with multiple stops along the way. To suggest that this rail connector is in the "planning stages" misleads, as the City has only just released the Notice of Preparation and Initial Study for the line's EIR. No agency has approved the rail interconnector, it is not part of any approved local or regional plan, and, to the best of our knowledge, it is not funded and the applicant has not agreed to fund it (estimated to be in excess of $600 million).

Metro studied such a connector and rejected an interlined option (i.e., where the line allowed a one seat trip on the Crenshaw Line) as "infeasible due to its cost and complexity." Metro forecast the costs of four independent alignment options (such as the one being studied by Inglewood) as between $614.4 million and $769.2 million.[47] Inglewood's locally preferred alternative is initially projected to cost $614.4 million for its 1.8-mile route, or $341.3 million per mile.

Inglewood's own forecasted ridership estimates for the Inglewood Transit Connector show that the applicant's ridership estimates for a rail station that is up to 2 miles away from the proposed project are unrealistic and without foundation. The City's report estimates that the locally preferred alternative for the Inglewood Transit Connector (the Market-Manchester Alignment) would have ridership for a Clippers' game of 1,209 riders for an attendance of 12,000 and 2,557 for an attendance of 18,500. This equates to between 10% and 13.8%, respectively, of attendees to a Clippers game arriving by rail transit with a train stop immediately adjacent to the project site assuming there was a transit connector (monorail or street car) costing $614 million.[48]

In contrast, the applicant forecasts that 10% of attendees will take rail transit to concert and basketball events at the project site that is up to two miles away from the rail station.[49] and use a shuttle bus taking 30 to 60 minutes to get to the arena in congested traffic. The applicant has provided no support for the assumption that roughly the same number of attendees will arrive by rail transit to a station up to two miles away that requires a shuttle connection as are projected to use a $600 million monorail or street car connector to the project's front door.

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[45] Application, at p. 14.

[46] The Inglewood Transit Connector, *available at* http://envisioninglewood.org/transportation-solutions/inglewood-transit-connector/.

[47] Envision Inglewood, April 2018, at p. 71, *available at* http://envisioninglewood.org/wp-content/uploads/2018/07/Envision-Inglewood-Locally-Preferred-Alternative-Report.pdf.

[48] *Id.*, at p. 68.

[49] Application, at p. 13.

3. Transit Ridership Is Experiencing Declines

The applicant's Trip Generation Memorandum ignores the fact that public transit usage on the whole is falling. From 2016 to 2018, Metro saw ridership drop by nearly 3.5 million boardings.[50] This was a more than three percent decline from 2016 to 2018. In 2017, ridership on Metro's trains and buses fell to 383 million trips, a 3.4% decrease from 2017 ***and a 19.7% drop over five years.***[51] The backbone of the applicant's TDM program is public transit in an era where usage of public transit is falling with people shifting to private vehicles.[52] [53]

4. Travel Time Far Exceeds What Would Be Needed For An Effective Shuttle Program

Even in the unlikely event the forecasted ridership exists, the TDM program would likely never be able to move that many people from the rail stations to project events. The City's own consultant on the project has described the streets surrounding the project site as follows:

- "The existing transportation infrastructure and circulation system is outdated…"
- "Capacity should be increased as major arterials streets and highways are highly congested…"
- "[T]here remains no direct connection from the Countywide Metro Rail System to the newly completed, under construction, and future activity centers."
- "[T]he City's Circulation Element from the City's General Plan has not been updated since 1992."[54]

In Metro's analysis of a transit connection from the Crenshaw/LAX light rail to the Inglewood NFL stadium and Hollywood Park mixed-use development, Metro only studied grade

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[50] Metro Ridership Year Over Year, *available at* http://isotp.metro.net/MetroRidership/YearOverYear.aspx.

[51] *LA Weighs Charging Drivers by the Mile, Adding Freeway Tolls to Cut Congestion*, January 22, 2019, LA Times, *available at* https://www.latimes.com/local/lanow/la-me-ln-pay-to-drive-20190122-story.html.

[52] *See* EXHIBIT 2, at p. 6.

[53] Another factor not considered in the TDM program and underlying data is that ridership levels on existing Metro lines are significantly higher than ridership projections for the forthcoming Crenshaw line. Metro projects an average daily ridership of 13,148 on the Crenshaw line in 2030. The 2018 average daily ridership levels were 26,326 on the Green line, 54,904 on the Blue line, and 837,937 on the Red line.

[54] EXHIBIT 4, at p. 6, Trifiletti Consulting, Inc. proposal to City of Inglewood "project management, strategic environmental consulting and coordination services for the Inglewood Basketball and Entertainment Center."

separated options because "other alternatives, which could be considerably less costly, were not studied because of the City's concern that congestion during peak periods at the entertainment/stadium district could create conflicts with at-grade, fixed guideway transit service, degrading transit service."[55]

It is into this congested and outdated roadway system that the applicant proposes to ferry thousands of attendees by shuttle bus from Metro's rail lines to the project on a near daily basis (250 large events forecast per year). The applicant has provided no data to suggest that this is physically achievable.

Gibson Transportation Consulting, Inc. collected travel times for the proposed shuttle routes during a recent event at the Forum.[56] Gibson Transportation's empirical analysis found that shuttle travel times between a rail station and the project would be between 30 and 60 minutes, and potentially longer.[57]

The 30 to 60 minute shuttle bus time needs to be considered as part of a far longer trip for public transit riders. The standard trip for a transit rider to an arena event likely looks something like this:

1. Car ride from business/home to Green Line or Crenshaw Line station.

2. Crenshaw Line or Green Line travel to Inglewood train station.

3. Shuttle bus from Inglewood train station to arena.

This three-leg ride will need to be repeated after an event, for a total of six independent travel legs.

Another potential transit/shuttle rider scenario would be an attendee to a Clippers game or a concert who works in downtown Los Angeles. Today, that attendee could either use any one of the many transit options (trains, buses, shuttle, etc.) in downtown Los Angeles to reach Staples Center, walk, or drive a short distance. Under the applicant's proposal, attendee's trip to Inglewood would entail the following:

1. Arrive at Expo Line station by transit, car, or foot.

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[55] Metro's August 8, 2017 Letter to Inglewood Director of Public Works, *available at* http://envisioninglewood.org/wp-content/uploads/2018/06/Envision-Inglewood-Locally-Preferred-Alternative-Report-(LPA)-Technical-Appendices.pdf, at p. 120.

[56] Note that these are existing travel times. They are not even influenced by the under construction new NFL stadium or Hollywood Park development that includes 2,995 new homes and over one million square feet of commercial development.

[57] *See* EXHIBIT 2, at pp. 6-9.

2. Travel on Expo Line and then transfer from Expo Line to Crenshaw Line at the Expo Line's Crenshaw station.

3. Crenshaw Line travel to Inglewood train station.

4. Shuttle bus from Inglewood train station to arena.

This would be a four-leg one way trip to the arena and potentially a five–leg return trip home (for a total of 9 travel legs) because the attendee would potentially need to get from the Expo Line station in downtown Los Angeles back to their car and then drive back home.

Using Metro's published schedules for the Expo Line and Green Line and projected travel times for the Crenshaw Line, travel times on rail were estimated. For example, a transit rider coming from Downtown Santa Monica would travel to the Expo Line station and park, board an Expo Line train, travel 27 minutes on the Expo Line, transfer at the Crenshaw station to the Crenshaw Line and then travel approximately 14 minutes to Inglewood station, then board the Clippers shuttle bus to get to the arena. Assuming a 10-minute travel time to get to the Expo Station, no wait for an Expo Line train, 5-minute wait for the train at the Crenshaw Line station, this is, at best, a 46-minute rail trip, which is then followed by a shuttle ride of between 30 and 60 minutes for a total trip time of between 86 minutes and 116 minutes. A transit rider from downtown Los Angeles would take 5-minute walk to a transit station downtown, experience an approximately 40-minute train ride (20 minutes from downtown Los Angeles to Crenshaw, 5-minute wait for Crenshaw line, 14-minute train on Crenshaw line) then a shuttle ride of between 30 and 60 minutes for a total trip time of 75 minutes to 110 minutes.

Either one of the above scenarios is typical of a transit rider's journey to the proposed arena. When compared to average projected drive times[58], it is not reasonable to conclude that the applicant's assumption that 12% of attendees to basketball games and concerts will arrive by rail (10%) and public bus (2%) transit. Moreover, there is no basis to assume that basketball, concert attendees, trade show attendees, or other event attendees will behave the same with respect to transit usage. To the contrary, concert attendees, unlike basketball game attendees, are generally one time or irregular users and, therefore, much less likely to use transit than attendees to athletic events who are more likely to attend multiple events per year.[59]

D. No Support for the Application's "Charter Coaches" Assumptions

The IBEC Trip Generation Memorandum predicts that a staggering 11% of total attendees to concerts and Clippers games and other arena events will use a Charter Coach to go

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[58] Per the applicant, 18% of season ticket holders are within a 30-45 minute drive during the PM peak period and nearly 50% of season ticket holders are within a 50-75 minute drive during the PM peak hour. (Application, Attachment D, at p. 12 [IBEC Trip Generation Memorandum].) 10% of attendees are forecasted to arrive by rail transit and 2% by bus.

[59] EXHIBIT 2, at pp. 9-10.

to a project event. No attendees to a Clippers basketball game currently use "Charter Coaches."[60]

There is no information regarding this undefined program and no data to support this conclusion. Where are these park and ride facilities throughout the region linked to the Charter Coaches? How are the locations proximate to where arena attendees live or work? What is the projected travel distance and time? Data supporting the use of "Charter Coaches" to sports events at arenas in urban areas must be provided to substantiate this assumption. This program has no definition and no empirical support.

Moreover, the Charter Coach program's own figures do not withstand the least scrutiny. To move the projected 1,980 people with 45 buses would require every seat on 44 of the buses to be full. If the buses are 75% full, then 60 buses would be required to move 1,980 people. As the TDM program only calls for 45 buses, if the buses are less than 100% full this would require some buses to make two round trips to the park-and-ride location. Depending on the park-and-ride location, which is likely more than the average attendee's 21.59 miles home location from the project, two round trips is likely not feasible given the hours before events that the buses will have to run due to area traffic. In fact, a full 25% of all Clippers ticket sales occur outside of the Southern California region, making it unlikely that any of these 25% attendees would attend games via "charter coaches."[61] Adjusting for the fact that 25% of attendees are not within Southern California, the true percentage of Southern California attendees using Charter Coachers is predicted to be 15%. This figure is even more unsupportable.

E. The TDM Program Is Not Verifiable & No Implementation Plan Is Provided

AB 987 requires that the TDM program contain "specific annual status reporting obligations"[62] and that that the "applicant shall verify achievement [of the 15% reduction] to the lead agency and the Office of Planning and Research."[63]

The "IBEC Project Transportation Demand Management Program," presented in a total of only four pages (Application, Attachment C), does not explain how the reporting obligations can be met or how achievement could be verified. Without an implementation plan to verify results, the TDM plan does not meet AB 987's requirements and the Governor cannot certify the project.

F. Average Vehicle Occupancy Is Unsupported

The applicant states that average vehicle occupancy without the TDM program is 2.3 attendees per vehicle on weekdays and 2.5 attendees per vehicle on weekends. The applicant

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[60] Application, Attachment D, at p. 10.

[61] *Id.* at 12.

[62] Pub. Resources Code, § 21168.6.8(a)(6).

[63] Pub. Resources Code, § 21168.6.8(a)(B)(iii).

cites to a report prepared for the new LAFC stadium in Exposition Park in downtown Los Angeles.[64] These figures are found nowhere in the cited report.

It is critical for the applicant to gather information from its current operations at Staples Center for average vehicle occupancy (as well as other data). Such real world data, while suboptimal given the very different location types of Staples Center and the project (urban versus suburban), would be helpful in evaluating the reasonableness of the application's average vehicle ridership prediction. This data is easily available and the applicant should be asked to provide current data as to average vehicle ridership. It is baffling why the applicant has failed to provide empirical data to OPR to support these assumptions.

The application also cites the LAFC stadium study to support its position that its TDM program's effort to encourage carpooling would increase average vehicle occupancy to 2.7 attendees on weekdays and 3.0 attendees on weekends.[65] The cited report does not explain how the 2.7 and 3.0 rates were calculated so the potential applicability to the project cannot be determined. Given the central location of the LAFC stadium, it is not clear that the rates are transferable to the project's location far from downtown Los Angeles and far from transit. Again, the applicant should provide a comprehensive survey of Clippers ridership for weekday and weekend games so that the State and the public can assess the accuracy of many of these assumptions.

G. The Application Wrongly Scopes Out Analysis of the "West Century Boulevard Pedestrian Bridge Variant"

The application includes a "West Century Boulevard Pedestrian Bridge Variant" that would provide a pedestrian bridge across West Century Boulevard, touching down north of West Century Boulevard. The application is wrong when it simply states that the number of trips generated by the "West Century Boulevard Pedestrian Bridge Variant" would essentially be the same as the project.[66] This land area which would be connected by the pedestrian bridge directly across from the proposed project, is currently vacant and can be readily graded to provide additional parking areas for the arena. If this area is to be graded to provide additional parking for the applicant's project, the information is important to the TDM program's analysis.

With the construction of the NFL project at Hollywood Park, this variant also would provide the project access to thousands of parking spaces serving the NFL stadium. Access to several thousand additional parking spaces for the project attendees is a significant issue in evaluating the effectiveness of the project's proposed TDM program.

These questions are critical to the evaluation of the TDM program. By providing access to these additional thousands of parking spaces, project attendees will be encouraged to use their private vehicles to travel to the project, reducing the TDM program's effectiveness. Improved

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[64] Application, Attachment D, at 11, fn. 7.

[65] *Id.* at 11, fn. 8.

[66] Application, at 3.

access from parking outside of the project area is not accounted for in the project's TDM program. Nor does the applicant provide any discussion of parking pricing and its impact on the TDM program. Parking pricing or restricted parking supply can significantly increase the effectiveness of TDM programs. This additional information and analysis must be provided.

IV. THE PROJECT IS NOT CONSISTENT WITH AN RTP/SCS THAT MEETS CARB'S EMISSIONS REDUCTION TARGETS

The project is within the region covered by the Southern California Association of Governments 2016-2040 Regional Transportation Plan/Sustainable Community Strategy (RTP/SCS): A Plan for Mobility, Accessibility, Sustainability and a High Quality of Life.

AB 987 requires that the project be consistent with the an RTP/SCS that meets CARB's targets for reducing Greenhouse Gas emissions. The project is not consistent with the 2016 RTP/SCS for at least three reasons.

First, the 2016 RTP/SCS would not, if implemented, achieve CARB's greenhouse gas emission reduction target.

Second, the project will not reduce vehicle miles traveled ("VMT"). The application contains no VMT calculations. In fact, the project will likely increase VMT. The project's VMT must be calculated and provided for the application to be deemed complete and for it to be reviewed for consistency with the 2016 RTP/SCS. Once provided, we believe, as discussed below, the VMT analysis will show that the project will increase VMT and, therefore, is inconsistent with the 2016 RTP/SCS. The scant data provided by the application seems to directly support the notion that the project will increase VMT.

Third, the project is not consistent with the general use designation, density, building intensity, and applicable policies for the project's area, as set forth in the 2016 RTP/SCS.

A. The 2016 RTP/SCS Does Not Meet CARB's GHG Emission Reduction Targets

Section 21168.6.8 requires that the project be "consistent with…[a] sustainable communities strategy…for which the State Air Resources Board…has accepted a metropolitan planning organization's determination that the sustainable communities strategy…would, if implemented, achieve the greenhouse gas emission reduction targets."

The 2016 RTP/SCS does not achieve CARB's emission reduction targets for the SCAG region.

On March 22, 2018, CARB adopted Resolution 18-12 – Proposed Update to Senate Bill 375 Greenhouse Gas Emission Reduction Targets.[67] Resolution 18-12 increases the emission target for SCAG from 18% for 2035 to 19% for 2035.[68] The 2016 RTP/SCS does not achieve this 19% greenhouse gas emission reduction target. The 2016 RTP/SCS only would, if implemented, achieve the 18% greenhouse emission reduction target previously adopted by CARB. SCAG is forecasted to adopt a new RTP in April 2020.[69] Thus, while the 2016 RTP/SCS was previously determined to be consistent with CARB's prior target it is not consistent with CARB's current "greenhouse gas emission reduction targets" established in 2018 (before the adoption of AB 987) for SCAG.

It is especially important that the 2016 RTP/SCS be judged against CARB's current "greenhouse has emission reduction targets" because CARB found that "[s]tronger SB 375 GHG emissions reduction targets will enable to State to make significant progress toward the Scoping Plan Update goals, but alone will not provide of the reductions needed" since "the full reduction needed to meet our climate goals is on the order of a 25 percent reduction in statewide per capita GHG emissions by 2035."[70] In light of this, OPR has concluded that "consistency with RTP/SCSs does not necessarily lead to a less-than-significant VMT impact."[71]

Until SCAG adopts an RTP/SCS that is consistent with CARB's 19% emission reduction target, it is difficult to understand how the Governor could legally find that the project is consistent with an RTP/SCS that meets CARB's emission reduction target, as required by Section 21168.6.8. Such a finding would directly undermine CARB's Resolution 18-12 and related proceedings involving this matter.

B. The Project Is Not Consistent With the 2016 RTP/SCS's Goal of Reducing Vehicle Miles Traveled

Setting aside the issue of compliance with CARB's March 22, 2018 Resolution establishing a 19% requirement for SCAG, which is a fatal flaw in the application, a key component of the 2016 RTP/SCS as adopted by SCAG is the "focus on reducing the number of

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[67] Proposed Update to Senate Bill 375 Greenhouse Gas Emissions Reduction Targets, *available at* https://www.arb.ca.gov/cc/sb375/finalres18-12.pdf?_ga=2.184341926.1236776461.1547160254-1005937483.1501549482.

[68] Appendix A, MPO Target Recommendations and CARB Staff Recommendations, *available at* https://www.arb.ca.gov/cc/sb375/appendix_a_feb2018.pdf?_ga=2.172308515.1236776461.1547160254-1005937483.1501549482.

[69] Appendix D, MPO RTP Update Schedule, *available at* https://www.arb.ca.gov/cc/sb375/appendix_d_feb2018.pdf?_ga=2.79484564.1236776461.1547160254-1005937483.1501549482.

[70] 2017 Scoping Plan Update, at p. 75, *available at* https://www.arb.ca.gov/cc/scopingplan/scoping_plan_2017.pdf.

[71] Office of Planning and Research, Technical Advisory on Evaluating Transportation Impacts in CEQA, at p. 11, *available at* http://opr.ca.gov/ceqa/updates/sb-743/.

drive-alone trips and overall vehicle miles traveled" through transportation demand management.[72] Under the 2016 RTP/SCS, the "number of VMT per capita would be reduced by more than seven percent and Vehicle Hours Traveled per capita by 17 percent…as a result of more location efficient land use patterns and improved transit service."[73]

Remarkably, the project application under AB 987 does not even calculate the project's VMT, which is a key requirement for the Governor's certification. In fact, based on the analysis discussed herein, it is very likely that the project will actually increase VMT as compared to existing conditions because it will relocate uses from downtown Los Angeles, probably the best location for an arena from a VMT perspective, to an area in Inglewood that the project's proponents repeatedly referred to as "transit starved" to obtain deviations from AB 900's standards.[74] They cannot take the opposite position now and overstate the viability of transit alternatives to try to meet the VMT requirements.

- "People have asked, 'Why can't AB 900 work for this process?' There are essentially two primary things. One is that under AB 900, it requires a 15% reduction in vehicle trips to the facility within the first year of the operation of the facility. ***As we've discussed, this is a transit starved***, disadvantaged community." (Joe Lang Testimony, June 26, 2018, Senate Judiciary Committee.)

- "Because we are a ***transit starved community*** we know that, that standard could not be met within the first year, and as a result we have asked for a longer period of time to comply with that standard. (Joe Lang Testimony, June 26, 2018, Senate Judiciary Committee.)

- "*Given the fact that we have a* ***transit starved community*** and we're still focusing on the 15% emissions reduction that would have to be met well before as we've stated, it could be in this instance given this community." (Sen. Kamlager-Dove Testimony, June 26, 2018, Senate Judiciary Committee.)

- "We're happy to have the 15% vehicle trip production standard in the bill, but ***because we are transit starved*** we need a few more years to comply with that standard." (Joe Lang Testimony, June 20, 2018, Senate Environmental Quality.)

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[72] 2016 RTP/SCS, at p. 6, *available at* http://scagrtpscs.net/Documents/2016/final/f2016RTPSCS.pdf.

[73] *Id.*, at p. 9.

[74] Surprisingly, while repeatedly describing the project's location as "transit starved" in pursuit of legislation providing extraordinary judicial relief, the applicant now frames the project location as "currently developed with access to high quality transit." (Application, at p. 4.) Which one is it? Is the area "transit starved," as stated before legislative committees or "currently developed with access to high quality transit"?

Staples Center on the other hand, where the Clippers currently play, is in downtown Los Angeles. Downtown Los Angeles is anything but "transit starved."

First, because downtown Los Angeles is Southern California's major employment center, many event attendees to Staples are likely already in downtown Los Angeles prior to attending a Clippers game or other event at Staples Center. Given downtown Los Angeles' well-developed transit systems, including DASH, private shuttles, multiple bus lines and rail lines, many attendees to Staples coming from the office and homes in downtown likely generate no VMT to attend an event.

Second, Staples Center is well-served by existing rail and bus lines. Staples Center is a few hundred feet from a fixed rail station that is served by two light rail lines (Metro's Blue Line and Metro's Expo Line) and within walking distance to the 7th Street/Metro Center, which is served by Metro's Red Line and Purple Line, which connect to Union Station. And numerous Metro Rapid bus lines also serve the downtown area.

Thus, while the application cherry-picks a couple of strategies that the project claims to be consistent with, it misses the forest for the trees and deprives the Governor, OPR, and CARB of critical information needed to determine whether the project is in fact consistent with the 2016 RTP/SCS – a VMT analysis.[75] Before any consistency finding can be made with the 2016 RTP/SCS, the applicant must actually calculate its VMT and show how the project in a "transit starved" area will reduce VMT consistent with the 2016 RTP/SCS's goal of doing so to reduce GHG emissions.

In fact, the application ***admits*** that the average trip length for attendees ***will increase by over two miles***. (Application, Attachment G, at pp. 11, 18 [trip length for attendees based on ZIP Code data of ticket purchasers is 19.38 miles from Staples Center and 21.59 miles from the project site].) There is no attempt to calculate the aggregate amount of VMT that either Staples Center or the project will generate. Further, the average "trip length" of 19.38 miles for attendees to Staples Center is very likely inflated because it does not account for the fact that many attendees are already in downtown Los Angeles or close to it for work. As a result, these attendees, even if they drive, are traveling a far shorter distance than whatever number was used to calculate the "average trip distance" of 19.38 miles. As a result, the average increase in trip distance is likely much larger than the over two miles the applicant assumes.

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[75] This data is also critical to the greenhouse gas emission assessment prepared for the project. The increase in vehicle miles traveled as a result of the project's location does not appear to be accounted for in the application's "Greenhouse Gas Analysis." (See Greenhouse Gas Analysis, Attachment G, at p. 11.) There is no indication that the increased vehicle miles traveled as a result of moving events from a centralized location well-served by transit to an area outside of downtown Los Angeles that is "transit starved" has been accounted for in the GHG inventory for the project

Empirical analysis by Gibson Transportation Consultants concludes that the assertion that VMT will be reduced "is not supported by the statistics."[76] Gibson Transportation analyzed the project using a SCAG model and found that every trip to the project as compared to a trip to Staples would have a higher VMT.[77]

Requiring accurate and complete VMT data be provided is entirely consistent with what projects applying under the California Jobs Act (AB 900) have provided to establish consistency with applicable sustainable community strategies.[78] As AB 987 was modeled after AB 900 and was designed to impose even higher standards, the applicant here must provide the project's VMT data as well, and it is important to also fully assess the project's GHG inventory and to determine consistency with the 2016 RTP/SCS.

C. The Project Is Not Consistent With the General Use Designation, Density, or Building Intensity in the 2016 RTP/SCS

AB 987 requires the Governor to find the project is "consistent with the general use designation, density, building intensity, and applicable policies in a sustainable communities strategy."[79] The 2016 RTP/SCS was adopted in April 2016. The project was proposed in mid-2017 and AB 987 became law in 2019. As such, the applicant was fully aware of these land use consistency requirements and of the content of the 2016 RTP/SCS when the project was proposed and AB 987 was adopted.

The project is largely concentrated at the southwest corner of Century Boulevard and Prairie Avenue in the City of Inglewood. The project area is immediately adjacent to a residential neighborhood comprised of single family homes and one- to two-story multi-family apartment buildings. The immediately adjacent residential community is largely a lower income, minority community. Within the project area are two residential properties and a series of commercial properties.[80]

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[76] EXHIBIT 2, at p. 13.

[77] *Id.*, at p. 14.

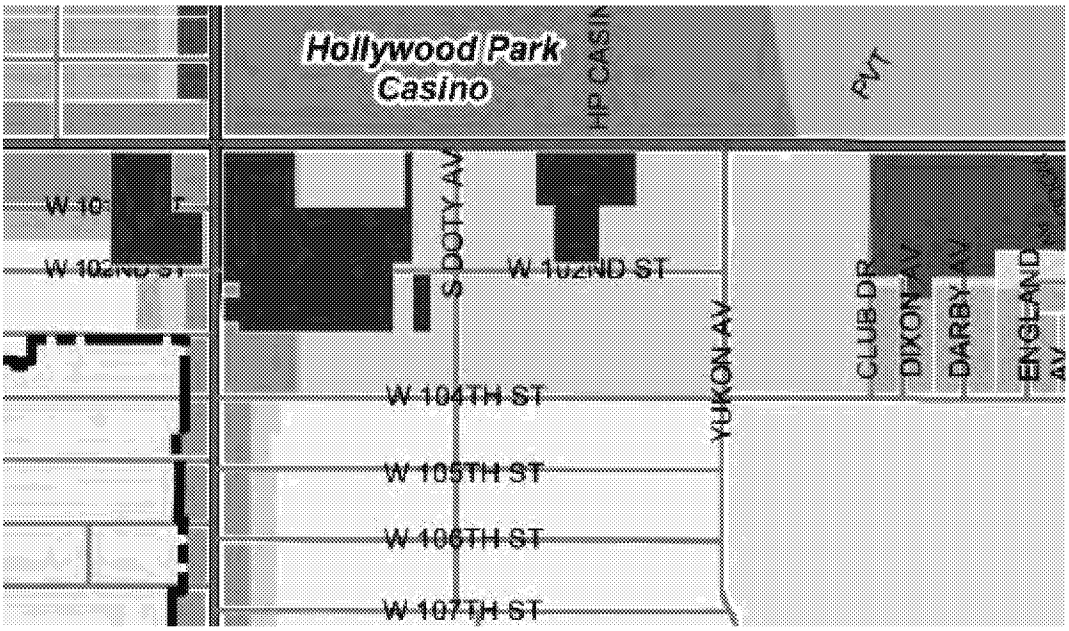
[78] *See* 3333 California Street Project Application, Transportation Efficiency Exhibit [assessing trip generation and VMT], *available at* http://opr.ca.gov/docs/20180824-AB900_3333_California_Street-5_Attach_C_Transportation_Assessment.pdf; Potrero Power Station Mixed-use Project Application, at p. 11 [calculating project's VMT], *available at* http://opr.ca.gov/docs/20180718-180713_PPS_AB900_Application_Exhibits.pdf; Hollywood Center Project Application, Exhibit 4, ELDP Traffic Memorandum for Hollywood Center Project, *available at* http://opr.ca.gov/docs/20180502-Hollywood_Center_Exhibit_1-8.pdf; 10 South Van Ness Mixed-use Project Application, at p. 10, *available at* http://opr.ca.gov/docs/10SVN_AB_900_Application_and_Attachments.pdf.

[79] Pub. Resources Code, § 21168.6.8(a)(3)(D).

[80] *See* EXHIBIT 5, photographs of properties surrounding and within the Project area and residents of the same.

SCAG developed the 2016 RTP/SCS, in part, based on Inglewood's General Plan and zoning. Inglewood's General Plan Land Use Map designates most of the project area as "Industrial" (which is shown in gray) with some small slivers of "Commercial" (which is shown in red). Here is the project area overlain in dark blue on the City's general plan land use map.

Under the Inglewood Zoning Code, the project area is zoned various categories: Residential Multiple Family (R-4) (dark brown), Residential Limited Multi Family (R-2) (light brown), Airport Commercial (C-2A) (pink), and Limited Manufacturing (M-1L) (light blue). Here is the project area overlain in dark blue on the City's zoning map.



Arenas are not permitted in any of the zones applicable to the project site. Arenas are solely permitted in the C-R zone.[81] Thus, the project is inconsistent with the site's existing zoning and General Plan land use designations.

More importantly, the project also is flatly inconsistent with SCAG's general use designation, density, and building intensity for the project site.

The City's General Plan and Zoning Map designations informed the land use maps SCAG generated as part of the 2016 RTP/SCS process. The 2016 RTP/SCS general use designation, density, and building intensity for the project area classifies the project area's land uses as including "Single Family Residential" (yellow), "Multi-Family Residential" (beige), "Industrial" (blue) and "Commercial and Services" (red).

Below is a SCAG's "Existing Land Use (Year 2016)" map and map index for the project area.[82] The project site is outlined in black.

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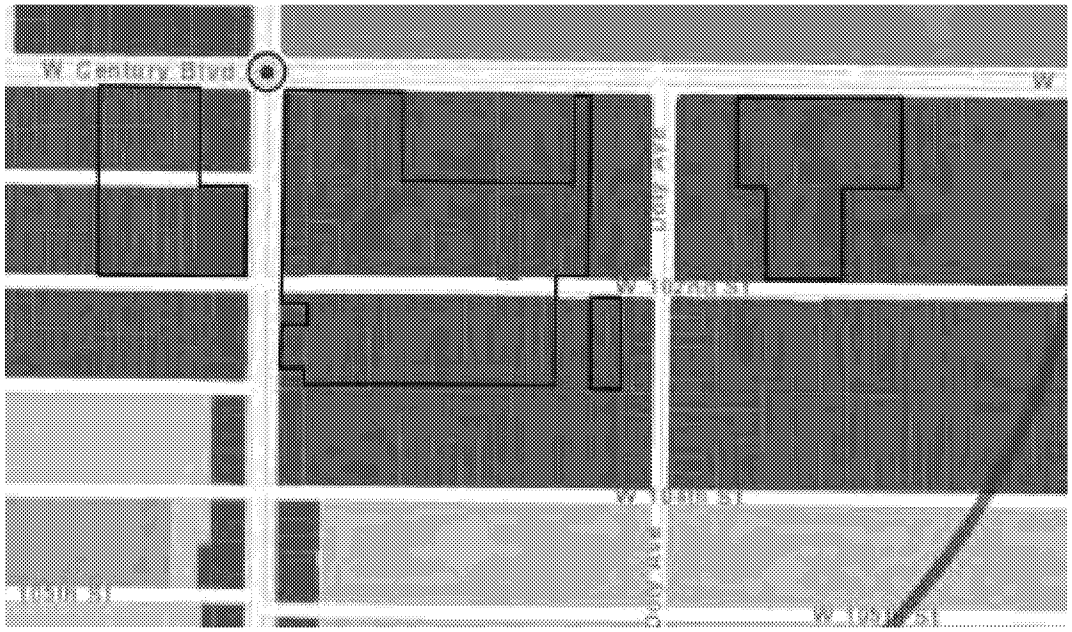
[81] *See* Inglewood Municipal Code Sec. 12-27(3) for zoning uses permitted in the C-R zone [permitting "Athletic events (professional and amateur) including, but not limited to, football, baseball, track, tennis, soccer, wrestling, boxing, skating (ice or roller), golf, hockey, rodeos, and basketball."].

[82] *See* EXHIBIT 6, the complete SCAG Existing Land Use (Year 2016).

Under SCAG's General Plan Land Use Codes, the project area was then designated "Industrial" (blue) and "Commercial and Services" (red). Here is the project site outlined in black on SCAG's General Plan Land Use map of the area.[83]



[83] *See* EXHIBIT 7, the complete SCAG General Plan Land Use Map.

The project is not an industrial use project. It contains an arena, ancillary office, retail, medical, and hotel uses. Therefore, it is inconsistent with the 2016 RTP/SCS's general use designation.

The information in the above maps and additional information provided to SCAG from Inglewood and other jurisdictions in SCAG's region was used to develop maps forecasting the Regional Development Types.[84] These SCAG maps illustrate the three Land Development Categories that SCAG developed for purposes of mapping future growth and predicting future growth studied and assumed within the 2016 RTP/SCS. The three Land Development Categories are Urban, Compact Walkable, and Standard Suburban.

As shown in the attached SCAG maps, the project area is designated Standard Suburban on both the Forecasted Regional Development Types (2012) and Forecasted Regional Development Types (2040) maps.[85] Both of these designations are inconsistent with the project's proposed dense arena development.

Arenas are consistent with an Urban designation, which are "[o]ften found within and directly adjacent to moderate and high density urban centers" and are "supported by high levels of regional and local transit service."[86] In contrast, Standard Suburban areas are lower density and generally not well served by regional transit service and most trips are made via automobile.[87] As the project area is low density and not well served by transit, it is characteristic of SCAG's definition of Standard Suburban areas.

Standard Suburban areas mapped "Industrial" on SCAG's General Plan Land Use map have structures that are typically one to two stories tall with a floor area ratio of 0.5 to 1.[88] In contrast, Urban Mixed Use districts have buildings that are between 10 and 40 plus stories tall.[89]

Because the project is inconsistent with Inglewood's General Plan and zoning, inconsistent with SCAG's general plan designation, and inconsistent with SCAG's proposed density, and building intensity, the project cannot be certified as consistent with the RTP/SCS as AB 987 requires.

Accordingly, the Governor cannot certify the project as "consistent with the general use designation, density, building intensity, and applicable policies in a sustainable communities strategy." If the Governor makes such a finding in this circumstance when the nature and extent

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[84] *See* Sustainable Communities Strategy Background Documentation, Appendix, *available at* http://scagrtpscs.net/Documents/2016/final/f2016RTPSCS_SCSBackgroundDocumentation.pdf.

[85] *See* EXHIBIT 8.

[86] *See* Sustainable Communities Strategy Background Documentation, at p. 43, *available at* http://scagrtpscs.net/Documents/2016/final/f2016RTPSCS_SCSBackgroundDocumentation.pdf.

[87] *Id.*

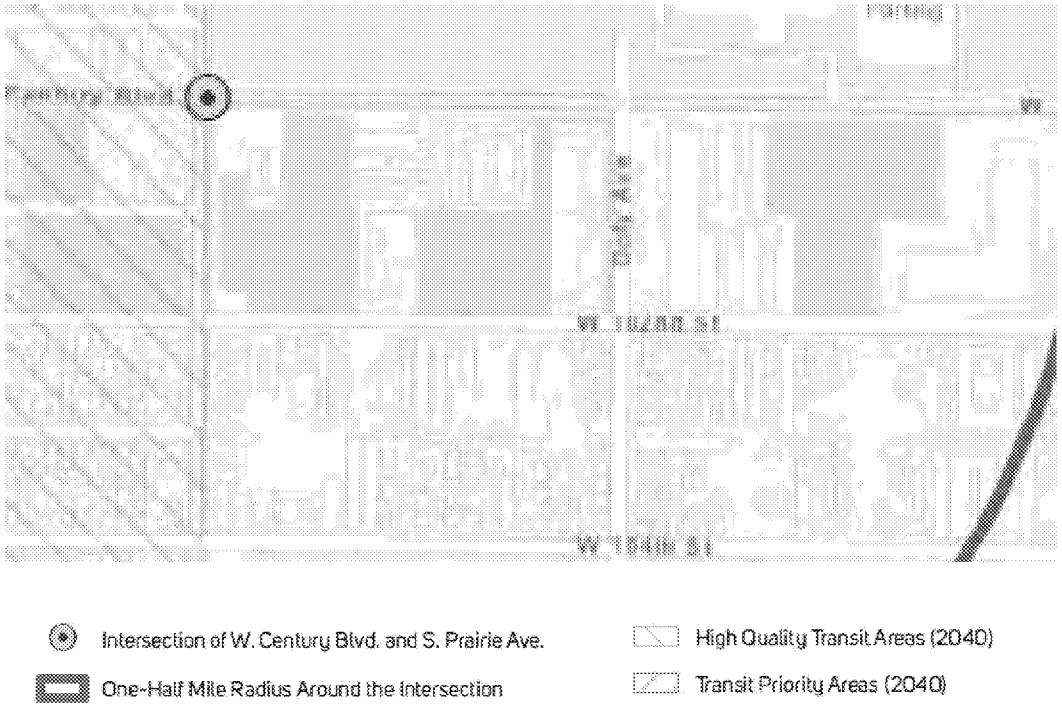
[88] EXHIBIT 9, SCAG's Urban Footprint Place Types.

[89] *Id.*, at p. 1.

of the inconsistency is clear and unambiguous, the ramifications for other required consistency determinations statewide relating to the RTP/SCS is significant.

D. The Project Area is not in a "High Quality Transit Area" or Accessible to Transit

The applicant states that the project is consistent with the 2016 RTP/SCS's strategy to "encourage development in High Quality Transit Areas (HQTAs) and along 'Livable Corridors.'"[90] The applicant also states that the project is consistent with the 2016 RTP/SCS's goal of "encouraging compact growth in areas accessible to transit."[91] Both statements are incorrect. The project is not in an HQTA.[92] Below is a section of the SCAG map attached at Exhibit 8 showing that the arena, hotel, retail, and other habitable project buildings are not in an HQTA and not forecast to be in one in 2040. The map's cross-hatching denotes HQTAs. The dot shows the intersection of Century Boulevard and Prairie Avenue. The area to the southeast is the project area and is not cross-hatched, which means it is not an HQTA.



[90] Application, at p. 13.

[91] *Id.*

[92] *See* EXHIBIT 8, SCAG HQTA maps for 2012 and 2040. Only one of the project's parking structures is located within an HQTA. The arena, sports medicine clinic, offices, and hotel are outside of the HQTA. It is wrong for the application to state that the project is in an HQTA.

The applicant admits that the project is not accessible to transit.[93] Given that the project is not in an HQTA, is not along a "livable corridor," and not accessible to transit, it is not consistent with even those limited 2016 RTP/SCS policies with which the applicant selectively claims consistency.[94]

V. NO BASIS TO FIND THAT PROJECT QUALIFIES FOR LEED GOLD CERTIFICATION

Public Resources Code Section 21168.6.8 requires that the Governor find that the project will qualify for LEED Gold certification within one year of construction.[95] Insufficient information is provided to permit the Governor to make this conclusion. Moreover, based on the information that is provided, it does not appear that the project could ever meet the LEED Gold standard.

To be LEED Gold, the project must earn between 60 and 79 points under LEED's point schedule. The two scorecards provided[96] predict that the project would receive either 62 or 61 points. The project loses one point for Variant One, which includes the demolition of two residential properties.

A mere two pages of very limited narrative is offered to support the scorecard's conclusions. This information is not adequate to find that the scorecard was properly completed and the project will qualify for LEED Gold. Based on the limited information provided, it is hard to understand how a determination can be made to certify that the project will be LEED Gold. It is more than clear, based on the information provided, that the project does not meet the LEED Gold standard. At the very least, the Governor needs additional information and analysis to evaluate the issue.

A. The Project's LEED Scorecard Inaccurately Credits the "Transit Starved" Project Area

The project's LEED scorecard credits six points for "access to quality transit." As discussed in section IV.B above, during the legislative process, the applicant and AB 987's author repeatedly characterized the area as "transit starved" in arguing for additional time to implement the required TDM program. It is beyond understanding given the number of times

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[93] *See supra*, Section IV.B (applicant's characterization of project area as "transit starved).

[94] EcoTierra, an environmental consulting firm, evaluated the project for consistency with the 2016 RTP/SCS and found that it was inconsistent with it. *See* EXHIBIT 1, at pp. 8-13.

[95] Pub. Resources Code § 21168.6.8(a)(3)(A).

[96] Application, Attachment B.

the applicant asserted that Inglewood and the project area are transit starved, that the applicant can now claim it has access to quality transit.[97]

Now the project applicant argues that "access to high quality transit" is valued at six points on the LEED scorecard.[98] In fact, the project is nearly one mile from the closest existing fixed guideway transit stop (Hawthorne/Lennox Metro Green Line station 0.8 miles) and between 1.6 and 2.0 miles from under construction stations.[99]

Given the distance from the fixed railways and the applicant's repeated acknowledgment that the area is "transit starved," it is wrong for the scorecard to award six points for "access to high quality transit." Elimination of these points causes the project's score to fall below the threshold for LEED Gold and AB 987 certification.

B. No Information Provided Regarding the Project's So-Called "Reduced Parking Footprint"

No information is provided regarding how many parking spaces will be provided. Without this information it is impossible to understand how there could be a "reduced parking footprint." The application depicts at least two structured parking lots and one surface lot. No information is provided as to whether any subterranean parking will be provided. No information is provided as to how many stalls will be in each structure or lot. No information is provided as to how the "parking footprint" is reduced.

Moreover, there is a proposal for an aerial walkway to the Hollywood Park property to the north and its parking lots. Facilitating pedestrian travel between parking at the Hollywood Park property and the project will encourage the use of private vehicle travel and effectively expands the parking footprint.

C. No Support for "Optimized Energy Performance"

The LEED scorecard awards 18 points, *nearly a full one third of the total*, for what is termed "optimized energy performance." The narrative devotes only six lines to this important concept and only broadly references photovoltaic panels, light emitting diode lighting, high-efficiency HVAC "strategies," and the purchase of carbon offsets. There is no explanation how these activities "optimize" energy performance or how they can equate to 18 points on the scorecard. The "purchase of carbon offsets" does not "optimize energy performance." Again,

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[97] *See* EXHIBIT 10 (KTUA Memorandum finding that only two points should be awarded for access to transit)

[98] *Id.*

[99] The statement that the project site has "access to high quality transit" is also wrong under SCAG's mapping of High Quality Transit Areas and Transit Priority Areas. Under both 2012 existing conditions and forecasted 2040 conditions, the project is outside of both High Quality Transit Areas and Transit Priority Areas. *See* EXHIBIT 8, SCAG High Quality Transit Areas and Transit Priority Areas maps.

more information and support must be provided for the any determination to be made that the project will be LEED Gold, as AB 987 requires.

D. The Project Description Is So Sparse That The LEED Findings Cannot Be Credited

The application broadly describes the project by listing the proposed uses and the square footage of some of the uses. A rudimentary site plan is also provided. (See Application, Attachment A.) No information is provided regarding project height, the amount of digital and other signage, the number of parking spaces, or the amount of open space and permeable surfaces, for example. Compare this lack of detail to the very detailed information provided for numerous projects that have applied for streamlining under AB 900. Many include detailed project drawings and renderings.[100] Only the barest of information about the project is provided here, certainly not enough to make a determination as to its LEED status.

Despite this lack of basic information, the LEED scorecard takes credits for very detailed project components. For example, a credit is taken for "light pollution reduction." What is this based on? Per the application, "[t]he majority of parcels that comprise the Project Site are currently vacant or underdeveloped." How is the introduction of well over one million square feet of development replete with lighting and presumably large illuminated signs going to reduce light pollution? How many signs are proposed? Will they be digital? Where will they be located? Will they face the neighboring residential community? Will there be any controls on the brightness of the project lighting, including signs? None of this information is provided as part of the project description and without the information it is completely unclear how the project can be awarded points for "light pollution reduction."

Similarly, the application states that electric vehicle charging stations will be provided at eight percent of the parking spaces. (Application, at p. 5.) However, without knowing how many parking spaces are proposed, one does not know how many charging stations are actually going to be provided and, in all events, providing charging stations at eight percent is hardly emblematic of green building under today's green building standards.

The LEED scorecard awards two points for the "protect[ion] and restor[ation of] habitat." What "habitat" is being protected or restored? The project site, adjacent to homes, is partially vacant. There do not appear to be any habitat areas on the vacant areas of the site. The portions of the site that are not vacant are fully developed with homes and businesses? Are there sensitive species or habitats on site? If so, what are they and how will they be protected or restored? If not, how is the project protecting or restoring habitat? No information is provided.

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[100] *See*, e.g., 3333 California Street Project AB 900 Application (providing detailed drawings and renderings with application), *available at* http://opr.ca.gov/docs/20180824-AB900_3333_California_Street-3_Attach_A_Drawings.pdf; Hollywood Center Project AB 900 Application (same), *available at* http://opr.ca.gov/docs/20180502-Hollywood_Center_Exhibit_1-8.pdf; Potero Power Station Mixed-use Project AB 900 Application (same), *available at* http://opr.ca.gov/docs/20180718-180713_PPS_AB900_Application_Exhibits.pdf.

Without additional information, awarding points for protecting and restoring habitat appears specious at best.

VI. AB 987'S BASIC REQUIREMENTS ARE NOT MET OR ADEQUATELY SUBSTANTIATED

For certification under AB 987, the Governor must find, among other things, that: (1) the project will result in a minimum investment of $100,000,000; (2) the project will pay prevailing wages to construction and permanent employees; (3) the applicant has entered into a binding agreement regarding environmental measures; and (4) the applicant will pay court costs and the costs of preparing the record of proceedings.

The applicant has provided no information for the Governor to find compliance with any of these requirements. There must be some factual basis upon which the Governor is to make his findings. These finding are meaningful but have been treated by the applicant as a layup without any evidence.

A. The Project Fails To Meet Its Economic Investment Obligations

AB 987 requires that the project create "high-wage, highly skilled jobs that pay prevailing wages and living wages…and permanent jobs for Californians."[101] The application is bereft of information as to how this standard will be met. No information on the number of permanent jobs to be created is provided. No information as to the job types, their classifications, or their numbers is provided.

1. The Application Ignores The Project's "Living Wage" Obligations

There is no evidence provided that the project will pay living wages. The applicant does not state what wages it will pay its employees. Although the applicant does not provide any breakdown as to what jobs are provided, it is reasonable to assume that the overwhelming majority of jobs will be part time concession, maintenance service, and security jobs at the arena, hotel, and retail stores. AB 987 requires that employees of the project receive "prevailing wages and living wages."

While CEQA does not define "living wage"[102], the Massachusetts Institute of Technology defines a "living wage" as the "hourly rate that an individual must earn to support their family."[103] The Massachusetts Institute of Technology calculated the 2017 living wage for Los Angeles County was $13.54 per hour for a single adult and $29.25 per hour for one adult

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[101] Pub. Resources Code, § 21168.6.8(b)(2)(A)(i).

[102] AB 987 defines "jobs that pay prevailing wages" (Pub. Resources Code, § 21168.6.8(b)(2)), but does not define "living wage." The two are separate concepts. "[J]obs that pay prevailing wages" applies to construction workers. "Living wages" apply to permanent employees and non-construction workers.

[103] *See* Living Wage Calculation for California, *available at* http://livingwage.mit.edu/states/06.

with one child.[104] The applicant has provided no commitment or evidence that it will provide a "living wage" to the project's permanent employees. Absent information, and any commitment to defined pay levels, it hard to understand how the finding required under section 21168.6.8(b)(2)(A)(i) that the project will pay "living wages" can be made.

2. The Project Will Not Create New "Highly Skilled Jobs"

AB 987 requires that the project create "highly skilled jobs." The applicant has not provided any information as to what permanent highly skilled jobs are being created. In fact, since the Clippers organization is a going concern, as the application admits, it is merely moving from one office to another.[105] There is no evidence that this move will create any new highly skilled jobs. The applicant must detail how moving from existing facilities will create new highly skilled jobs beyond temporary construction positions. Absent this information, it is unclear how a finding can be made that the project will create highly skilled jobs under AB 987.

B. There is no evidence the applicant has entered into a project labor agreement.

The applicant states that it has entered into a project labor agreement. Presumably this agreement covers the construction workers to be employed on the project. However, no project labor agreement is provided with the application. While the applicant has summarily stated that it "has already entered into a project labor agreement," it is unclear how that can be the case. Under Public Resources Code section 21168.6.8(b)(2(ii) a "'project labor agreement' has the same meaning as set forth in paragraph (1) of subdivision (b) of Section 2500 of the Public Contract Code." In turn, Public Contract Code section 2500 defines "project labor agreement" as "a prehire collective bargaining agreement that establishes terms and conditions of employment for a specific construction project or projects and is an agreement described in Section 158(f) of Title 29 of the United States Code."

Section 158(f) of Title 29 of the United States Code defines "project labor agreement" as between "an employer engaged primarily in the building and construction industry" and a "labor organization of which building and construction employees are members."

The applicant here is Murphy's Bowl LLC, a Delaware corporation. Murphy's Bowl is not an "employer engaged primarily in the building and construction industry." To the best of

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[104] *Id.*

[105] The applicants' GHG analysis credits its existing operations against the emissions that the project will generate. While we disagree with this approach and believe it is fundamentally incorrect under CEQA and inconsistent with CARB's goals of reducing GHGs and AB 987's intent, if the applicant treats existing operations as a "baseline" for purposes of GHG, then those existing operations are the "baseline" for purposes of job creation. Thus, beyond construction labor, there is no indication that any new "highly skilled jobs" will be created. Per the applicant and consistent with its position in calculating GHG emissions, existing jobs are merely going to move from Los Angeles to Inglewood. Therefore, these jobs should not be credited as "new."

our knowledge, Murphy's Bowl LLC does not have a general contractor's license issued by the State of California. Murphy's Bowl LLC's Form LLC-12 dated August 7, 2017, states its business is "real estate development."[106] As Murphy's Bowl LLC is not "engaged primarily in the building and construction industry," then it is precluded from entering into a project labor agreement under section 158(f) of Title 29 of the United States Code.

Since Murphy's Bowl cannot legally enter into a project labor agreement, we are unclear how the assertion that it already has can be true.

C. No evidence of a $100,000,000 investment

The applicant summarily states that "Project costs would far exceed the $100 million minimum investment requirement of AB 987."[107] While this may be so, no evidence, in the form of a pro forma or otherwise, is provided to support this conclusion. The applicant merely reiterates the project's scope and then states the applicant's conclusion. This is inadequate when compared to what applicants under AB 900 have provided to prove the minimum investment is met.[108]

VII. NO EVIDENCE THE PROJECT WILL MEET RIGOROUS SOLID WASTE RECYCLING MANDATES

AB 987 requires the project to meet California's strict waste reduction and recycling standards.[109] (.) However, the applicant does not include sufficient information to establish that the project's construction and demolition waste recycling will meet City and State diversion targets.

The applicant claims, without evidence, that the project would achieve 75 percent recycling of demolition materials. In its Construction and Demolition Permit Application,[110] the City of Inglewood notes that "The State of California requires that 50% of construction and demolition debris from covered projects, and 100% of land-clearing debris (from nonresidential, newly constructed buildings), be diverted from land filling. "Covered projects" are defined to include, among others, "all new construction (residential, commercial and industrial)." There appears to be no mechanism for the City to require or enforce a diversion rate for construction or demolition debris that exceeds 50 percent. Moreover, the applicant provides no information to

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[106] *See* Murphy's Bowl LLC Form LLC-12, *available at* https://businesssearch.sos.ca.gov/Document/RetrievePDF?Id=201716710170-22721105.

[107] Application, at 16.

[108] *See* Economic and Fiscal Impact Report for the Hollywood Center Project, Exhibit 5, *available at* http://opr.ca.gov/docs/20180502-Hollywood_Center_Exhibit_1-8.pdf.

[109] Pub. Resources Code § 21168.6.8(b)(4).

[110] Inglewood Construction and Demolition Permit, *available at* https://www.cityofinglewood.org/DocumentCenter/View/187/Construction-and-Demolition-Permit-Application-PDF?bidId=.

indicate how the suggested 75 percent diversion rate nor the 100 percent diversion of land-clearing debris would be achieved. Accordingly, insufficient information has been provided in the Application to demonstrate that the project would comply with Division 30, Chapter 12.8 (commencing with Section 42649) of the Public Resources Code.

The applicant does not include sufficient information to establish that the project will comply with Division 30, Chapter 12.9 (commencing with Section 42649.8) of the Public Resources Code regarding organic waste recycling.

The City of Inglewood does not appear to have established an "organic waste recycling program" as required by Public Resources Code section 42649.82. A review of the City Department of Public Works, Environmental Services Division website[111] identifies the following Recycling Programs of the City:

- Bottle & Can Recycling Centers
- Business & Recycling
- Green Waste
- Household Hazardous Waste
- Recycling Household Batteries
- Sharps Recycling Program
- Thrift Shops
- Weekly Hazardous Waste Roundups

Under "Business & Recycling," the City provides information and advice to City businesses regarding recycling. In addition, the City provides a flyer dated February 27, 2017 that sets forth recycling requirements for commercial businesses and multi-family complexes operating in the City of Inglewood that meet the requirements of Public Resource Code sections 42649 et seq.[112]

Under "Green Waste," the City addresses "yard trimmings, such as leaves, grass, thatch, chipped brush and plant cuttings."

None of the recycling topics specifically addresses the area of organics recycling, which includes "food waste" and "food-soiled paper waste that is mixed in with food waste" per Public Resource Code Section 42649.8(c). The proposed arena component of the project would be expected to generate substantial quantities of such waste.

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[111] City of Inglewood Recycling Programs, *available at* https://www.cityofinglewood.org/279/Recycling-Programs.

[112] City of Inglewood Recycling Requirements Flyer for Commercial Businesses and Multi-Family Complexes, *available at* https://www.cityofinglewood.org/DocumentCenter/View/11479/Commercial-And-Multi-Family-Recycling-Requirements?bidId=

The applicant claims that the project will comply with Sections 42649.8 et seq. by "subscribing to a municipal solid waste collection service that is approved by the City." The current solid waste franchise holder in the City of Inglewood is Consolidated Disposal Service (CDS), a Republic Services Company.[113] According to Republic Services' website,[114] the services provided to assist customers in complying with AB 1826 (which enacted Public Resource Code 42649.8 et seq.) include "waste audits" and "educational programs and materials." Neither of these services provides any assurances that the project would be able to meet organic waste diversion requirements as set forth in Public Resource Code section 42649.81(a)(3) ("On and after January 1, 2019, a business that generates four cubic yards or more of commercial solid waste,..., per week, shall arrange for recycling services specifically for organic waste.") Moreover, the cited website[115] specifically identifies food waste as an "Unacceptable" material for placement in CDS' recycling containers. Although the site also references "organic containers for a fee, posters and additional tools," no evidence of the availability of disposal services is provided.

Accordingly, insufficient information has been provided in the Application to demonstrate that the project would comply with Public Resource Code Division 30, Chapter 12.9 (commencing with Section 42649.8).

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[113] City of Inglewood Waste Collection, *available at* https://www.cityofinglewood.org/353/Waste-Collection.

[114] Commercial Organics Legislation, *available at* http://local.republicservices.com/site/los-angeles-ca/resources#organics.

[115] Republic Services, City of Inglewood, *available at* http://local.republicservices.com/site/los-angeles-ca/inglewood.

EXHIBIT 1

EcoTierra consulting

February 1, 2019

TECHNICAL MEMORANDUM

From: Craig Fajnor, Principal

RE: Comments on AB 987 Application for the Inglewood Basketball and Event Center (IBEC)

The following provides comments on the AB987 Application (Application) for the Inglewood Basketball and Event Center (IBEC or Project) dated November, 2018, prepared by AECOM. Comments are presented for the following sections of the Application:

- Greenhouse Gases
- Regional Land Use Plans and Policies
- Solid Waste and Recycling Policies

GREENHOUSE GASES

Comments regarding the section of the Application that presents information establishing that the project does not result in any net additional emission of greenhouse gases, including greenhouse gas emissions from employee transportation, as determined by the State Air Resources Board pursuant to Division 25.5 (commencing with Section 38500) of the Health and Safety Code.

A. The Application Establishes an Artificially High Baseline.

1) The Application underestimates the Project's emissions by incorporating aggressive assumptions regarding the "baseline" condition that are not consistent with standard modeling practice, agency guidance for evaluating GHG emissions from development projects, and long-standing regulations governing emissions from stationary sources under the state and Federal Clean Air Act. As described on page 5, the Application incorporates numerous assumptions to reduce the Project's GHG emissions inventory by taking credit for "baseline" emissions in a manner that is not consistent with common standards and agency guidance for determining baseline conditions, as highlighted below. Moreover, the Application is inconsistent with long-standing agency guidance and rules employed under the Clean Air Act for verifyinh when a new facility can take credit for the elimination of an existing emissions source. Lastly, the analysis fails to employ the rigor and consistency necessary to substantiate the numbers reported in the Application.

    a) First, modeling tools developed by the air agencies to evaluate project-level GHG emissions do not reduce project emission inventories by taking credit for emissions that might exist in the region, but will not be affirmatively eliminated by the Project. For example, new commercial developments include emissions from all vehicles coming to and from the new building, when, in reality, many of those emissions are likely existing trips that may result from an existing business moving into that new building. CalEEMod, which is a statewide program designed to calculate both criteria and GHG emissions from CEQA development projects in California, does not count

these emissions as part of the baseline and does not "net out" these emissions for evaluating projects. CalEEMode was developed for the California Air Pollution Officers Association (CAPCOA) in collaboration with the California Air Districts, and is recommended by the South Coast Air Quality Management District SCAQMD). The Application's treatment of baseline emissions and taking credit for offsite emissions reductions is not consistent with industry standard approach for using CalEEMod.

b) Second, the Application is inconsistent with agency guidance for baseline emissions. The industry standard approach is consistent with the Bay Area AQMD CEQA guidance, which describes the standard methodology for determining baseline emissions and the technical basis for doing so when evaluating a project's emissions profile:

"If a proposed project involves the removal of existing emission sources, BAAQMD recommends subtracting the existing emissions levels from the emissions levels estimated for the new proposed land use. This net calculation is permissible only if the existing emission sources were operational at the time that the Notice of Preparation (NOP) for the CEQA project was circulated or in the absence of an NOP when environmental analysis begins, and would continue if the proposed redevelopment project is not approved. This net calculation is not permitted for emission sources that ceased to operate, or the land uses were vacated and/or demolished, prior to circulation of the NOP or the commencement of environmental analysis. This approach is consistent with the definition of baseline conditions pursuant to CEQA." The guidance defines direct emissions as occurring on-site; indirect emissions offsite are limited to "emissions produced offsite from energy production and water conveyance".[1]

c) Third, stationary source permitting under the Clean Air Act provides further evidence that the Application is not consistent with long-standing regulations governing taking credit for verified emissions reductions. As highlighted in SCAQMD Rules and Regulations, the approach for a closing facility to obtain emission reduction credits is rigorous, and requires actual data on historical emissions, and cannot employ speculative reductions that are not real, additional, permanent, verifiable and enforceable verifiable (see Rule 1306[2], Rule 1309[3], and Application for Emission Reduction Credit Certificate of Title[4]). The regulatory approach relies upon the actual operating levels of the facility in the most recent time period. Similarly, the New Source Review Permitting

[1] BAAQMD. 2017. CEQA Air Quality Guidelines. Available at: http://www.baaqmd.gov/~/media/files/planning-and-research/ceqa/ceqa_guidelines_may2017-pdf.pdf?la=en. Accessed January 2019.

[2] SCAQMD. Rule 1306. Emission Calculations. Available at: http://www.aqmd.gov/docs/default-source/rule-book/outdated-sip-rules/rule-1306-emission-calculations.pdf?sfvrsn=4. Accessed January 2019.

[3] SCAQMD. Rule 1309. Emission Reduction Credits and Short Term Credits. Available at: http://www.aqmd.gov/docs/default-source/rule-book/reg-xiii/rule-1309.pdf?sfvrsn=4. Accessed January 2019.

[4] SCAQMD. Form 401. Application for Emission Reduction Credit (ERC) Certificate of Title. Available at: http://www.aqmd.gov/docs/default-source/aqmd-forms/Permit/401-erc-form.pdf?sfvrsn=14. Accessed January 2019.

Program, which was developed as part of the Federal Clean Air Act, uses "baseline actual emissions" to calculate emissions increases and decreases.[5]

i) The SCAQMD's regulations also require detailed evaluation and a calculation that reduces the credited emissions based on a specific ratio (i.e., 1.2-to-1.0[6]). The Application should apply a greater standard of rigor in its analysis.

ii) Importantly, SCAQMD enforces the Federal Clean Air Act and the state Clean Air Act by requiring that emission reductions be permanent and verifiable for a facility operator to obtain emission reduction credits (i.e., "take credit"). The SCAQMD requires that the source cannot be restarted without a new operating permit and physical limitations are in place. For example, an operator cannot just disconnect a fuel line, there must be physical limitations where the device cannot operate, such as a hole in a crankcase.

d) Fourth, in the framework of AB987, where the project must ensure that there are no net additional emissions of GHGs, the GHG reductions claimed in the analysis should be well substantiated. Notably in the context of baseline emissions, they should be held to a standard where those emissions claimed as being removed are real, additional, permanent, verifiable and enforceable. The Application does not provide adequate information or analysis to confirm these standards are being achieved. As a result, there is no certainty that existing operations at the Staples Center or other facilities will not simply be "backfilled" and there will be no actual decrease in emissions from those locations. This error is highlighted by the Application taking credit for the unsubstantiated elimination of "market shifted" events, even though the Application provides no proof of any kind that the events will actually be eliminated due to the Project.

2) The Application appears to rely mostly upon default assumptions regarding the baseline. The default assumptions of CalEEMod are generally designed to be conservatively high to ensure that Project emission inventories are not underpredicted. By using this approach, the Application likely artificially inflates the results to minimize the Project's GHG emissions inventory. In other words, by using default assumptions in the baseline, the Application is *less conservative* than if site-specific data is used, resulting in a likely underestimation of Project emissions. Unless the applicant can demonstrate that site-specific data is not available, the default assumptions should not be used when calculating baseline emissions to avoid inflating the baseline.

a) Regulatory programs generally use site-specific data to assess emissions such as it relates to baseline.

[5] Review of New Sources and Modifications. 40 CFR Part 51.165(a). Available at: https://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&sid=0f84e0de247038b7002afe9d179782a9&rgn=div6&view=text&node=40:2.0.1.1.2.6&idno=40. Accessed January 2019.

[6] SCAQMD. Emission Reduction Credits. Available at: http://www.aqmd.gov/home/permits/emission-reduction-credits. Accessed January 2019.

i) See above comment A.1.c.
ii) California's Mandatory Report Rule (MRR) describes "facility fuel use and other facility process data" as the "best available data and methods".[7]
iii) CalEEMod notes that "for any project that substantially deviates from the types and features included in the surveys, site-specific data that are supported by substantial evidence should be used".

b) The Application uses a mix of default and site-specific assumptions for the mobile calculations for the baseline sources as shown on page 10. As stated above, these calculations should be based on actual data consistent with common regulatory approaches.

c) The Application appears to use default information for waste, water, and area sources. As discussed above, the analysis should use site specific data.

3) As discussed on page 6, the Application assumes, without technical substantiation, that events from other arenas will leave those arenas and that those arenas would then not find other events to backfill such events. Beyond the unsubstantiated assumption that this market-shift of events would even occur, there is no standard or guidance to support such an approach. In fact, as discussed above, CalEEMod does not employ this approach to develop project inventories and it is not consistent with agency guidance. From a technical standpoint, this approach is highly speculative because there is no evidence that the market-shift of events would occur and there is no reason to assume the vacated capacity would not be backfilled. As noted below, the Application recognizes the error with this approach with respect to the office uses, where it recognizes the offices will be backfilled.

a) This is inconsistent with the standard of approach for GHG analyses. For example, if a project were to build new dwelling units, that project does not discount the emissions for people who may move in from existing homes. As discussed above, CalEEMod does not approach project emissions inventory in this way and does not contain a methodology to consider market-shifted events.

b) The MRR defines baseline to be the "offset projects GHG emission sources, GHG sinks, or GHG reservoirs within the offset project boundary."[8] Netting out emissions outside of the Project site is inconsistent with this definition of baseline.

c) The Application has incorporated the shifting of non-NBA events from various venues without substantial evidence. On page 9, the Application notes that it would be "speculative to include the emissions associated with any specific market-shifted event or venue;" however, the Application then continues to calculate emissions associated with market-shifted events by assuming specific venues: the Staples Center, the Honda Center, and the Forum. Notably, one of the venues chosen, the Honda Center, has one of the highest GHG utility intensity values.

[7] MRR Section 95102(a). Available at: https://www.arb.ca.gov/regact/2016/ghg2016/mrrfinalreg.pdf. Accessed January 2019.
[8] Mandatory Reporting Rule. Available here: https://www.arb.ca.gov/cc/reporting/ghg-rep/regulation/mrr-2016-unofficial-2017-10-10.pdf?_ga=2.94310430.20304827.1547741790-1837698206.1539707075. Accessed January 2019.

Additional information is necessary to substantiate that any events would leave the Honda Center for the project and that the Honda Center would not backfill events.

4) As discussed previously, the standard approach for CEQA is to include existing on-site structures at the Project site in the baseline. The attached Table 1 illustrates what this baseline would look like. A modified version of Table 12 is provided in the attached Table 2 showing the net new emissions from the Project with this more appropriate baseline assumption. This analysis shows that the actual net change in the Project may be more than 400,000 MT CO_2e (see Table 1), and that the Project would be more than 300,000 MT CO_2e short in necessary reductions.

   However, it is noteworthy that the existing emissions would similarly decrease into the future as the state's efforts lead to reductions in GHG emissions associated with electricity usage and mobile sources. If similar reduction factors are applied, the Project is short 422,952 MT CO_2e.

B. The Application Uses Inconsistent Methodology When Calculating the Baseline and Project Emissions.

1) The Application includes a non-conservative assumption by holding the baseline emissions constant going into the future, while the Application assumes that Project emissions reduce from 2024 into the future due to projected utility intensity factors and vehicles getting cleaner. This approach is internally inconsistent, inflates the reductions of the analysis, and minimizes the Project emissions inventory. The emissions identified as "baseline" emissions would also decrease in the future just as the Project's emissions are shown to decrease. To be more accurate, the Application should similarly apply reductions in future years to baseline as it did for the Project's future emissions. If similar reductions were applied, the Project would be short 422,952 MT CO_2e. However, as explained above, any use of offsite reductions associated with the Staples Center and market-shifted events is not supported by agency guidance or industry standards.

2) The Application appears to mix and match utility intensity values without a clear logic. For example, the Application lists a mix of years in terms of the basis of the utility information. The calculations should rely upon the utility emission factor that matches the site-specific usage data time period that the analysis is based on. For example, the baseline inventory includes GHG utility intensity values for different years (i.e., 2018 data for SCE, 2017 data for Anaheim Public Utilities, and 2016 data for LADWP).

C. The Application Does Not Account for Increases in Regional VMT Caused by Moving Games and Events to Less-Centrally Located Facility

1) The Application should account for the change in VMT due to the moving of arena events from a better transit-oriented location to a lesser location. The traffic analysis included in this comment letter shows that a portion of the guests/employees will no longer benefit from the same proximity to downtown transportation services and alternative travel modes. Based on the traffic consultant's estimates, VMT is expected to increase in all peak periods, leading to a corresponding increase in GHG emissions. If the total annual VMT increases, the mobile GHG emissions will proportionally increase.

2) The Application contains internal inconsistencies. Table 7 of the TDM section (Attachment D) reports total annual trips (with TDM) of 2,972,568. The "Mobile Source Emissions" table of Attachment G reports total annual trips of 2,646,393 (sum of attendees – light duty vehicles, attendees – other vehicles, and delivery trips). If the trips were corrected, the mobile component of the Project GHG emissions would increase by approximately 12% as shown in attached Table 3.

3) As discussed by the review of the traffic analysis, the TDM is not likely to be as effective as currently claimed by the Applicant. If the TDM program is not as effective as shown, the GHG emissions reduction would be less than what is shown. For illustrative purposes, if the TDM Program's VMT reductions are half of what the application currently estimates, the emissions would be more than 27,000 MT CO2e higher to represent a more achievable TDM Program in a less centrally located facility.

D. The Analysis in the Application Lacks Sufficient Technical Details

1) There is not enough documentation to understand how the reported emissions are compiled. There should be additional tables and text explaining how these numbers were compiled.

2) The Application indicates that the Project will be 10% better than Title 24 2019 (T24 2019) because of the commitment to Tier 1 of the CALGreen Code (Application, page 19, Attachment G page 18). The calculations and Application do not adequately substantiate how this will be achieved.

   a) First, while there are meaningful requirements as part of Tier 1, it is not clear that they will achieve a 10% reduction from T24 2019 building code requirements. The analysis should provide substantiation on how the Tier 1 commitments are going to achieve energy reductions 10% beyond T24 2019. The Tier 1 requirements are included in the 2016 version of CALGreen, and thus were established well before the T24 2019 code.

   b) Second, it is also not clear what, if anything, the analysis incorporated to have CalEEMod estimate what T24 2019 energy usage is. Without greater explanation and substantiation, the calculation is speculative.

3) The Application claims to take a reduction for the LEED commitments (Application, Table 3, page 21). The LEED commitments often do not result in any material GHG reductions. Thus, any such reduction from LEED should be further substantiated and explained. For example, the Application refers to heat island reduction, light pollution reduction, green education program and other measures that are unlikely to result in material GHG reductions. Furthermore, since LEED is a point checklist approach, if the analysis will take reductions from certain LEED point commitments, then those commitments should be enforced (i.e., the Project should not be allowed to get their points using a different approach that does not result in the same GHG reduction).

4) The Application appears to rely upon EMFAC2014 rather than EMFAC2017. It is not clear why they are relying upon an older model when the newer version has been available since March 2018.

5) The Application identifies on page 17 the use of a "white box model" related to energy usage, but provides no details on what this model includes or assumes. The calculations should be substantiated and illustrated to meet the standards of such as for CEQA, offset protocols, and stationary source emission reduction credits

E. The Application Does Not Provide Adequate Information to Evaluate NO_X and PM Emissions or Related Health Impacts

1) The Application does not provide enough information to assess if the Project will be able to meet the requirements on NO_X and PM reductions. Of the information that is provided, it does not appear that the Project can meet the requirements. Specifically, the CalEEMod output files show unmitigated NO_x emissions of 1.70 tpy and mitigated NO_x emissions of 1.62 tpy. This suggests that the Project reduces only 0.08 tpy NO_X, or 0.8 tpy NO_X over 10 years. Without additional information, the Application does not provide substantial evidence that it will be able to comply with the NO_X reductions required under AB 987. Similarly, the CalEEMod output files show unmitigated $PM_{2.5}$ emissions are 0.10 tpy and mitigated $PM_{2.5}$ emissions are 0.10 tpy (rounding); this suggests that minimal $PM_{2.5}$ reductions are occurring on an annual basis, or over the 10 years required by AB 987.

   a) The analysis for the NO_X and $PM_{2.5}$ reductions should meet the same standards as highlighted for the GHG reductions. Notably, the SCAQMD standards on evaluating NO_X and $PM_{2.5}$ emissions should be applied. The standards could pertain to the Rules and Regulations as previously cited (e.g., Rule 1306, 1309), or they should achieve the standards that SCAQMD requires to ensure that they are SIP creditable.[9]

   b) It is also noteworthy that the criteria pollutants are a local issue and local criteria pollutant emissions have the potential to cause localized health impacts. National Ambient Air Quality Standards (NAAQS) are established by the EPA for criteria pollutants, which include NO_2 and $PM_{2.5}$. These standards are designed to protect the most sensitive people from illness or discomfort. Increased emissions of NO_X and $PM_{2.5}$ are correlated to local ambient air quality impacts. The emissions at the new stadium should all be considered project emissions, and even greater consideration should be incorporated in terms of how the Application nets out "baseline/existing" emissions. Furthermore, the reductions the Application will try to achieve should come from local sources directly from the Project, or if through offsets, they should be local offsets generated in and around the arena.

[9] SCAQMD. State Implementation Plan (SIP) Credit Guidance. Available at: http://www.aqmd.gov/home/air-quality/clean-air-plans/air-quality-mgt-plan/facility-based-mobile-source-measures/sip-credit-guidance. Accessed January 2019.

c) There are a number of studies that highlight how criteria pollutant emissions correlate to health impacts.[10,11] Therefore, if the Application underestimates the level of local PM and NOx emissions, it will underestimate the potential health impacts associated with neighboring communities being exposed to criteria pollutants. Known health impacts associated with localized exposure to PM and NOx include respiratory effects (e.g., decreased lung function, increases in pulmonary inflammation, asthma development) and cardiovascular effects (e.g., congestive heart failure).[10,11,12]

d) In addition, by underestimating the Project's emissions, the Application may be underestimating actual emissions of toxic air contaminants, such as diesel particulate matter. Diesel particulate matter is identified by the State of California as a known carcinogen. Exposure to DPM also may be a health hazard, particularly to children whose lungs are still developing and the elderly who may have other serious health problems. According to CARB, DPM exposure may lead to the following adverse health effects: (1) aggravated asthma; (2) chronic bronchitis; (3) increased respiratory and cardiovascular hospitalizations; (4) decreased lung function in children; (5) lung cancer; and (6) premature deaths for people with heart or lung disease. [11,13,14,15]

e) Also, the expected VMT increase will result in increased emissions of criteria pollutants locally. DPM levels and resultant potential health effects may be higher in close proximity to heavily traveled roadways with substantial truck traffic or near industrial facilities.

REGIONAL LAND USE PLANS AND POLICIES

Comments regarding the section of the Application that presents information to show the project is consistent with the general use designation, density, building intensity, and applicable policies specified for the project area in either a sustainable communities strategy or an alternative planning strategy for which the State Air Resources Board, pursuant to subparagraph (H) of paragraph (2) of subdivision (b) of Section 65080 of the Government Code, has accepted a metropolitan planning organization's

[10] SCAQMD. 2016 Air Quality Management Plan (AQMP). Appendix I. Health Effects. Available at: http://www.aqmd.gov/docs/default-source/clean-air-plans/air-quality-management-plans/2016-air-quality-management-plan/final-2016-aqmp/appendix-i.pdf?sfvrsn=14. Accessed January 2019.

[11] World Health Organization, International Agency for Research on Cancer (IARC). 2016. IARC Monographs on the Evaluation of Carcinogenic Risks to Humans. Available at: https://monographs.iarc.fr/wp-content/uploads/2018/06/mono109.pdf. Accessed January 2019.

[12] Health Effects Institute. 2010. Traffic-Related Air Pollution: A Critical Review of the Literature on Emissions, Exposure, and Health Effects. Available at: https://www.healtheffects.org/system/files/SR17Traffic%20Review.pdf. Accessed: January 2019.

[13] CARB, Diesel and Health Research, www.arb.ca.gov/research/diesel/diesel-health.htm

[14] CARB, Fact Sheet: Diesel Particulate Matter Health Risk Assessment Study for the West Oakland Community: Preliminary Summary of Results, March 2008, www.arb.ca.gov/ch/communities/ra/westoakland/documents/factsheet0308.pdf.

[15] Michael Guarnieri, MD and John R. Balmes, MD. 2014. Outdoor Air Pollution and Asthma, May 03, 2014. Available at: https://europepmc.org/backend/ptpmcrender.fcgi?accid=PMC4465283&blobtype=pdf. Accessed: January 2019.

determination that the sustainable communities strategy or the alternative planning strategy would, if implemented, achieve the greenhouse gas emission reduction targets.

The Application's analysis of consistency with applicable regional land use policies of the Southern California SCAG Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) is flawed because: (1) it fails to take into account that the centerpiece of the Project, the arena, would be relocating from a regionally more desirable location under policies of the RTP/SCS to a considerably less desirable location; (2) the Project does not contribute to the development of a "Complete Community" in Inglewood; (3) the Project does not represent "compact growth" as called for in regional land use plans; (4) the Project does not implement regional growth policies related to "Livable Corridors"; and (5) the Project is inconsistent with the intent of regional land use policies related to Transportation Demand Management (TDM), and pedestrian and bicycle movement. Accordingly, the Project has not been shown to be consistent with the applicable sustainable communities strategy, and should therefore not receive preferential treatment under AB 987.

1) The Application includes an analysis of Project consistency with several land use policies of the 2012 and 2016 versions of the RTP/SCS (Application, pages 12-15). These include:

    1. Support projects, programs, policies and regulations that encourage the development of complete communities, which includes a diversity of housing choices and educational opportunities, jobs for a variety of skills and education, recreation and culture, and a full range of shopping, entertainment and services all within a relatively short distance;
    2. Encourage compact growth in areas accessible to transit;
    3. Identify regional strategic areas for infill and investment;
    4. Plan for jobs closer to transit and housing, in sustainable transit-ready infill areas that can be reached by planned transit service and can readily access existing infrastructure;
    5. Develop strategies focused on high-quality places, compact infill development, and more housing and transportation choices;
    6. Encourage development in High Quality Transit Areas (HQTAs) and along "Livable Corridors";
    7. Develop nodes on a corridor - intensify nodes along corridors with people-scaled, mixed use developments;
    8. Promote the use of TDM programs; and
    9. Invest in biking and walking infrastructure to improve active transportation options and transit access.

2) As shown below, the Project demonstrates notable inconsistencies with all of the listed policies.

    a) The Project would relocate the operations of a major professional sports team and other events from downtown Los Angeles, the regional center of transportation and transit service, to a location which is characterized by considerably poorer transportation and transit access, which is inconsistent with regional growth policies set forth in the RTP/SCS.

        i) This analysis makes no mention of either the arena use, which would draw patrons from throughout the region, or the hotel use, which is designed to serve patrons from outside the community. The proposed arena use would involve the relocation of the Los Angeles Clippers

NBA franchise from downtown Los Angeles, a regional transportation hub. A Blue Line/Expo Line Metro Rail station is located within 0.2 miles of the current home court of the Clippers, Staples Center, that also hosts other entertainment and family events, some of which could take place at the new arena in the future. The existing station provides nearby convenient access to multiple transit options, including the Metro Red and Purple Lines, the Metro Gold Line (upon completion of the Regional Connector, presently under construction, in 2021), and regional commuter rail lines (via Union Station). In addition, the 100,000 permanent residents and 70,000 employees located downtown can access the existing arena via walking, bicycle, taxi and rideshare services.

ii) The proposed location for the arena use under the Project is 1.3 miles from the nearest rail transit station via roadway. As noted in the analysis provided in the Application, the only transit service that directly serves the proposed arena site consists of two bus lines adjacent to the site and one line within 0.5 miles (Application, page 14). Future rail service would include a station in downtown Inglewood that is located at a distance of 1.6 miles from the proposed arena (Application, p.14). The fact that the Project's TDM program is required to include extensive additional multi-passenger services to connect with the far away transit facilities is an admission that the Project would not be located in an area that is easily accessed by transit. As indicated in the Application, 1,947,990 annual trips associated with the arena use and Clippers operations would be relocated from downtown, 56% of the total of 3,503,351 annual trips (Application, Attachment D, page 16).

iii) Given its centralized location and access to regional transit and transportation, there is no more regionally strategically significant area for infill and investment than downtown Los Angeles. The relocation of a major professional team and other events from downtown to an area more poorly served by transit would be inconsistent with regional growth goals and policies.

iv) Specifically, of the policies listed in the Application, the arena and hotel components of the Project would be inconsistent with the following:

- Encourage compact growth in areas accessible to transit (#2).
- Identify regional strategic areas for infill and investment (#3);
- Plan for jobs closer to transit and housing, in sustainable transit-ready infill areas that can be reached by planned transit service and can readily access existing infrastructure (#4);
- Develop strategies focused on high-quality places, compact infill development, and more housing and transportation choices (#5).

b) The Project does not contribute to the development of a Complete Community in this area of the City of Inglewood.

i) The proposed mix of uses in the Project, primarily the proposed arena, contributes nothing to development of a complete community in Inglewood. According to the RTP/SCS, Complete Communities is a conceptual land use pattern that is designed to:

"provide households with a range of mobility options to complete short trips. The 2016 RTP/SCS supports the creation of these mixed-use districts through a concentration of activities with housing, employment, and a mix of retail and services, located in close proximity to each other. Focusing a mix of land uses in strategic growth areas creates complete communities wherein most daily needs can be met within a short distance of home, providing residents with the opportunity to patronize their local area and run daily errands by walking or cycling rather than traveling by automobile (2016 RTP/SCS, p. 79)."

ii) Not only would an arena and hotel be inconsistent with this concept, the Project would remove a potential site for housing and community serving uses that could contribute to development of a Complete Community at this location. The Project does not include any housing or educational uses, recreation or cultural uses, and only a minimal amount of retail, restaurant and medical office uses.

iii) Specifically, of the policies listed in the Application, the arena and hotel components of the Project would be inconsistent with the following:

- Support projects, programs, policies and regulations that encourage the development of complete communities, which include a diversity of housing choices and educational opportunities, jobs for a variety of skills and education, recreation and culture, and a full range of shopping, entertainment and services all within a relatively short distance (#1).

c) The Project does not represent "compact growth" as called for in regional land use plans.

i) "Compact growth" refers to the concentration of uses in walkable urban centers that is designed to conserve land and avoid urban sprawl. The Project does not constitute compact infill development as the arena and parking uses occupy approximately 80% of the site and the hotel is separated from the primary use by a parking lot and intervening development. Only a small portion of the site would be developed with retail and restaurant uses that would potentially serve the community.

ii) Specifically, of the policies listed in the Application, the arena and hotel components of the Project would be inconsistent with the following:

- Encourage compact growth in areas accessible to transit (#2);
- Develop strategies focused on high-quality places, compact infill development, and more housing and transportation choices (#5).

d) The Project does not implement regional growth policies related to "Livable Corridors".

i) The Livable Corridor Strategy specifically advises local jurisdictions to plan and zone for increased density at key nodes along the corridor and replacement of single-story under-performing strip retail with well-designed higher density housing and employment centers. Livable Corridor strategies include the development of mixed-use retail centers at key nodes along the corridors, increasing neighborhood-oriented retail at more intersections and zoning

that allows for the replacement of under-performing auto oriented strip retail between nodes with higher density residential and employment (2016 RTP/SCS, p. 78). The Project would not implement any of these concepts, as it includes only a small amount of retail and restaurant use that would potentially serve the community, with the predominant use being the arena. This imbalance in uses within the Project would not serve to implement the Livable Corridors Strategy.

ii) Specifically, of the policies listed in the Application, the Project would be inconsistent with the following:

- Encourage development in High Quality Transit Areas (HQTAs) and along "Livable Corridors" (#6);
- Develop nodes on a corridor - intensify nodes along corridors with people-scaled, mixed use developments (#7).

e) The Project is inconsistent with the intent of regional policies related to TDM, and pedestrian and bicycle movements.

i) Transportation Demand Management (TDM) strategies contained in the 2016 RTP/SCS focus on reducing the number of drive-alone trips and overall vehicle miles traveled (VMT) through ridesharing, which includes carpooling, vanpooling and supportive policies for ridesourcing services such as Uber and Lyft; redistributing or eliminating vehicle trips from peak demand periods through incentives for telecommuting and alternative work schedules; and reducing the number of drive-alone trips through increased use of transit, rail, bicycling, walking and other alternative modes of transportation (2016 RTP/SCS, p.7). From a regional perspective, these strategies refer to and are intended to promote permanent changes in travel behavior associated with residents and employees, not to provide mitigation for periodic or infrequent trips. The Project's TDM program primarily addresses trips to and from the arena, and is comprised of components mainly designed to compensate for the fact that the Project Site is not well served by transit. Far fewer TDM measures are required in downtown Los Angeles because of the more extensive transportation infrastructure available. Accordingly, the Project does not promote the changes in travel patterns promoted under the RTP/SCS.

ii) Moreover, the Project includes no provisions for pedestrian or bicycle facilities on the Project Site other than a pedestrian bridge between its own parking garage and the arena, a possible pedestrian bridge across Century Boulevard to serve arena patrons, and some bicycle parking spaces, all of which are designed specifically to serve its own needs. The Project provides nothing to enhance pedestrian or bicycle circulation in the community and therefore does not implement regional policies designed to promote alternative modes of transportation.

iii) Specifically, of the policies listed in the Application, the Project would be inconsistent with the following:

- Promote the use of TDM programs (#8);
- Invest in biking and walking infrastructure to improve active transportation options and transit access (#9).

f) Overall, contrary to the analysis presented in the Application, the Project would not be consistent with the applicable policies specified for the project area in a sustainable communities strategy for which the State Air Resources Board has accepted a metropolitan planning organization's determination that the sustainable communities strategy would, if implemented, achieve greenhouse gas emission reduction targets and therefore should not receive preferential treatment under AB987.

SOLID WASTE AND RECYCLING POLICIES

Comments regarding the section of the Application that presents information establishing that the project will comply with the requirements for commercial and organic waste recycling in Chapters 12.8 (commencing with Public Resources Code section 42649) and 12.9 (commencing with Public Resources Code Section 42649.8), as applicable.

A. The Applicant does not include sufficient information to establish that the Project's construction and demolition waste recycling will meet City and State diversion targets.

The Applicant claims, without evidence, that the IBEC Project would achieve 75 percent recycling of demolition materials. In its Construction and Demolition Permit Application (https://www.cityofinglewood.org/DocumentCenter/View/187/Construction-and-Demolition-Permit-Application-PDF?bidId=, the City of Inglewood notes "The State of California requires that 50% of construction and demolition debris from covered projects, and 100% of land-clearing debris (from nonresidential, newly constructed buildings), be diverted from land filling. "Covered projects" are defined to include, among others, "all new construction (residential, commercial and industrial)". There appears to be no mechanism for the City to require or enforce a diversion rate for construction or demolition debris that exceeds 50 percent. Moreover, the Applicant provides no information to indicate how the suggested 75 percent diversion rate nor the 100 percent diversion of land-clearing debris would be achieved. Accordingly, insufficient information has been provided in the Application to demonstrate that the IBEC Project would comply with Division 30, Chapter 12.8 (commencing with Section 42649) of the Public Resources Code (PRC).

B. The Applicant does not include sufficient information to establish that the Project will comply with Division 30, Chapter 12.9 (commencing with Section 42649.8) of the Public Resources Code regarding organic waste recycling.

1) The City of Inglewood does not appear to have established an "organic waste recycling program" as required by PRC Section 42649.82. A review of the City Department of Public Works, Environmental Services Division website (https://www.cityofinglewood.org/279/Recycling-Programs) identifies the following Recycling Programs of the City:

- Bottle & Can Recycling Centers
- Business & Recycling
- Green Waste
- Household Hazardous Waste
- Recycling Household Batteries
- Sharps Recycling Program
- Thrift Shops
- Weekly Hazardous Waste Roundups

2) Under "Business & Recycling", the City provides information and advice to City businesses regarding recycling. In addition, the City provides a flyer dated February 27, 2017 that sets forth recycling requirements for commercial businesses and multi-family complexes operating in the City of Inglewood that meet the requirements of PRC Sections 42649 et seq.: https://www.cityofinglewood.org/DocumentCenter/View/11479/Commercial-And-Multi-Family-Recycling-Requirements?bidId=. Under "Green Waste", the City addresses "yard trimmings, such as leaves, grass, thatch, chipped brush and plant cuttings." None of the recycling topics specifically addresses the area of organics recycling, which includes "food waste" and "food-soiled paper waste that is mixed in with food waste" per PRC Section 42649.8(c). The proposed arena component of the IBEC Project would be expected to generate substantial quantities of such waste.

3) The Applicant claims that the Project will comply with Sections 42649.8 et seq. by "subscribing to a municipal solid waste collection service that is approved by the City". The current solid waste franchise holder in the City of Inglewood is Consolidated Disposal Service (CDS), a Republic Services Company (https://www.cityofinglewood.org/353/Waste-Collection). According to Republic Services' website (http://local.republicservices.com/site/los-angeles-ca/resources#organics), the services provided to assist customers in complying with AB1826 (which enacted PRC 42649.8 et seq.) include "waste audits" and "educational programs and materials". Neither of these services provides any assurances that the Project would be able to meet organic waste diversion requirements as set forth in PRC Section 42649.81(a)(3) ("On and after January 1, 2019, a business that generates four cubic yards or more of commercial solid waste, … , per week, shall arrange for recycling services specifically for organic waste.") Moreover, the cited website (http://local.republicservices.com/site/los-angeles-ca/inglewood) specifically identifies food waste as an "Unacceptable" material for placement in CDS' recycling containers. Although the site also references "organic containers for a fee, posters and additional tools", no evidence of the availability of disposal services is provided. Accordingly, insufficient information has been provided in the Application to demonstrate that the IBEC Project would comply with PRC Division 30, Chapter 12.9 (commencing with Section 42649.8).

Attachments

Table 1. GHG Emissions by Year - Baseline Revised (Existing Site) without GHG Reduction Measures
Los Angeles, California

Emissions Year	Application Reported Emissions			Baseline Revised Emissions	
	IBEC Project without GHG Reductions ($MT CO_2e$)[1]	Baseline Emissions ($MT CO_2e$)[1]	Net Emissions IBEC Project without GHG Reductions ($MT CO_2e$)[1]	Baseline - Revised ($MT CO_2e$)[2,3]	Net Emissions IBEC Project without GHG Reductions ($MT CO_2e$)[2]
2021	1,750	1,203	547	1,203	547
2022	5,630	1,203	4,427	1,203	4,427
2023	6,401	1,203	5,198	1,203	5,198
2024	11,430	6,213	5,217	1,203	10,227
2025	19,418	11,223	8,195	1,203	18,215
2026	18,917	11,223	7,694	1,203	17,714
2027	18,468	11,223	7,245	1,203	17,265
2028	18,062	11,223	6,839	1,203	16,859
2029	17,693	11,223	6,470	1,203	16,490
2030	17,358	11,223	6,135	1,203	16,155
2031	16,858	11,223	5,635	1,203	15,655
2032	16,362	11,223	5,139	1,203	15,159
2033	15,893	11,223	4,670	1,203	14,690
2034	15,446	11,223	4,223	1,203	14,243
2035	15,021	11,223	3,798	1,203	13,818
2036	14,616	11,223	3,393	1,203	13,413
2037	14,230	11,223	3,007	1,203	13,027
2038	13,861	11,223	2,638	1,203	12,658
2039	12,902	11,223	1,679	1,203	11,699
2040	13,161	11,223	1,938	1,203	11,958
2041	12,828	11,223	1,605	1,203	11,625
2042	12,503	11,223	1,280	1,203	11,300
2043	12,184	11,223	961	1,203	10,981
2044	11,871	11,223	648	1,203	10,668
2045	11,562	11,223	339	1,203	10,359
2046	11,548	11,223	325	1,203	10,345
2047	11,538	11,223	315	1,203	10,335
2048	11,529	11,223	306	1,203	10,326
2049	11,522	11,223	299	1,203	10,319
2050	11,516	11,223	293	1,203	10,313
2051	11,516	11,223	293	1,203	10,313
2052	11,516	11,223	293	1,203	10,313
2053	11,516	11,223	293	1,203	10,313
2054	11,516	11,223	293	1,203	10,313
Total[4]	**448,142**	**346,512**	**101,630**	**40,902**	**407,240**

Notes:

[1] IBEC Application, Attachment G, Table 10, pg 24.

[2] Baseline emissions represent an existing setting baseline consistent with industry standard for CEQA.

[3] Baseline emissions obtained from emissions reported for years 2021-2023. IBEC Application, Attachment G, Table 10, pg 24.

[4] Total IBEC Project emissions may not match the Application due to rounding.

List of Abbreviations:

CO_2e - carbon dioxide equivalent

IBEC – Inglewood Basketball and Entertainment Center

GHG – greenhouse gas

MT – metric tonnes

Table 2. Net New Emissions Summary - Baseline Revised (Existing Site)
Los Angeles, California

IBEC Project Condition and Reductions	Application Reported Emissions[1]		Baseline Revised Emissions[2,3]	
	Emissions Estimates (MT CO_2e)	Percent of Net New Emissions	Emissions Estimates (MT CO_2e)	Percent of Net New Emissions
Total Net New Emissions IBEC Project Without GHG Reduction Measures	101,623	100%	407,240	100%
- Required GHG Reductions from Local, Direct Measures	*50,812*	*50%*	*50,812*	*12%*
- Total Emissions Reductions from LEED Gold	*7,925*	*8%*	*7,925*	*2%*
- 50% of Total Emission Reductions from LEED Gold Qualifying as Local Direct Measures	*3,962*	*4%*	*3,962*	*1%*
- Total Reductions from IBEC TDM Program	*54,233*	*53%*	*54,233*	*13%*
- Total Amount of Reductions from Local, Direct Measures (TDM Program and 50% of LEED Gold)	*58,195*	*57%*	*58,195*	*14%*
Total Amount of Reductions from GHG Reduction Measures (TDM Program and 100% of LEED Gold)	62,158	61%	62,158	15%
Additional Reductions Needed from Offset Credits and/or Co-benefits of NO_x and $PM_{2.5}$ Reduction Measures	39,466	39%	39,466	10%
Total Net New Emissions [4]	-1	0%	305,616	75%

Notes:

[1] IBEC Application, Attachment G, Table 16, page 32.

[2] Recalculated net new emissions using revised baseline.

[3] In the Baseline Revised Emissions scenario, reductions reported in the Application were retained; only net new emissions were revised.

[4] Total IBEC Project emissions may not match the Application due to rounding.

List of Abbreviations:

CO_2e - carbon dioxide equivalent
IBEC – Inglewood Basketball and Entertainment Center
LEED - Leadership in Energy and Environmental Design
GHG – greenhouse gas
MT – metric tonnes
NO_x – oxides of nitrogen
$PM_{2.5}$ - particulate matter less than 2.5 microns in diameter
TDM - Transportation Demand Management

Table 3. Corrected Vehicle Trips and Associated Emissions
Los Angeles, California

	IBEC Application[1]	Corrected IBEC Application[2]
Trips (with TDM Measures) (trips/year)		
Light Duty Vehicles (Auto and TNC Trips)[3]	2,601,746	
Other Vehicles[4]	18,660	
Delivery Trips[5]	25,987	
Total trips[6]	2,646,393	2,972,568
Percent change trips[7]	12%	
CY 2024 Emissions (with TDM Measures) (MT CO_2e/year)		
Light Duty Vehicles (Auto and TNC Trips)[3]	9,854	
Other Vehicles[4]	269	
Delivery Trips[5]	133	
Total[8]	10,256	11,520.10

Notes:

[1] Values as reported in the IBEC Application.

[2] Values reported in the IBEC application are corrected for total trips as reported in the TDM section.

[3] IBEC Application, Attachment G, Mobile calculations (PDF pg 139).

[4] IBEC Application, Attachment G, Mobile calculations (PDF pg 140).

[5] IBEC Application, Attachment G, Mobile calculations (PDF pg 141).

[6] Total trips in the column "Corrected IBEC Application" is found in Table 7 of Attachment D.

[7] The calculated percent change in trips between the values reported in Attachments D and G.

[8] Total GHG Emissions for the "Corrected IBEC Application" are calculated by assuming the emissions will be scaled by the percent change in trips.

List of Abbreviations:

CO_2e – carbon dioxide equivalent

GHG – greenhouse gas

IBEC – Inglewood Basketball and Entertainment Center

MT – metric tonnes

TDM - Transportation Demand Management

TNC - transportation network companies

EXHIBIT 2

Gibson
transportation consulting, inc.

MEMORANDUM

TO: MSG Forum, LLC

FROM: Patrick A. Gibson, P.E., T.E., PTOE, and Brian Hartshorn

DATE: January 31, 2019

RE: Technical Review of Transportation Components
for IBEC Arena AB-987 Application
Inglewood, California **Ref:** J1691

Gibson Transportation Consulting, Inc. (GTC) has prepared this technical memorandum summarizing our detailed review of the transportation components for *AB 987 Application for the Inglewood Basketball and Event Center*, prepared by Murphy's Bowl LLC, November 2018 (IBEC Report).

EXECUTIVE SUMMARY

Based on our review of the IBEC Report, there is no evidence that the proposed Transportation Demand Management (TDM) plan will achieve a 7.5% reduction in vehicle trips to the IBEC by the end of the first National Basketball Association (NBA) season, or a 15.151% reduction by 2030.

To achieve the predicted 7.5% and 15.151% reductions in trips, the IBEC Report relies almost entirely on a reduction in trips of attendees and employees to events at the arena. The IBEC Report forecasts a total of 3,503,351 trips to the IBEC without the TDM plan. Of these approximately 3.5 million trips, more than one-half, 1,867,072, are attributed to the arena component.

The TDM plan assumes that these arena trips will be reduced by just over 27% to achieve the 15.151% reduction. The other components of the IBEC's trips are projected not to be reduced at all or to be minimally reduced between 0.5% and 4.5%.

Table 1 summarizes the target reductions assumed by the IBEC Report's TDM plan.

TABLE 1 - SUMMARY OF REDUCTIONS BY LAND USE

LAND USE TYPE	WITHOUT TDM*	WITH TDM*	TARGET REDUCTION
Arena (Employees)	148,624	107,426	27.72%
Arena (Attendees)	1,718,448	1,247,532	27.40%
Clippers Office	80,918	76,872	5.00%
Practice & Training	14,108	13,403	5.00%
Sports Medicine	173,445	169,819	2.09%
Community Space	67,439	66,038	2.08%
Restaurant/Bar	133,389	132,359	0.77%
Restaurant/Lounge	152,444	151,267	0.77%
Coffee	375,638	371,998	0.97%
Quit Restaurant	286,532	284,320	0.77%
Team Store	38,755	38,512	0.63%
Other Retail	94,119	93,530	0.63%
Hotel	219,492	219,492	0.00%
Annual Total Trips	**3,503,351**	**2,972,568**	**15.15%**

*Source: IBEC Report, p. D-17

The IBEC Report's conclusion that arena attendee and employee trips will be reduced by 27% is unsupportable.

Based on our analysis, given the arena's distance from existing and proposed rail transit and the exclusive reliance on shuttle buses to carry attendees and employees from rail transit stations from the station to the arena, it is not reasonable to assume that between 5% and 10% of all arena attendees and employees will arrive by rail transit.

The IBEC Report states that at STAPLES Center today, 11% percent of attendees arrive by rail transit to a station that is a few hundred feet from the arena. This number may be inflated. A survey conducted at a recent sold out NBA game at STAPLES Center found that the 2.6% of the attendance (495 people) arrived by train and 1.8% (351 people) left on the train.

If accurate rail transit ridership assumptions are applied to arena employees and attendees (i.e., recalculating the difference of 10% credit down to 4% credit), the TDM plan can only achieve a trip reduction of 11.95%, as shown in Table 2.

TABLE 2 - SUMMARY OF ADJUSTED RAIL TRANSIT (ARENA ONLY)

LAND USE	Reported Trips		RAIL ADJUSTED TARGET	ADJUSTED TRIP RESULT
	WITHOUT TDM*	WITH TDM*		
Arena (Employees)	148,624	107,426	21.72%	116,343
Arena (Attendees)	1,718,448	1,247,532	21.40%	1,350,700
Clippers Office	80,918	76,872	5.00%	76,872
Practice & Training	14,108	13,403	5.00%	13,403
Sports Medicine	173,445	169,819	2.09%	169,820
Community Space	67,439	66,038	2.08%	66,036
Restaurant/Bar	133,389	132,359	0.77%	132,362
Restaurant/Lounge	152,444	151,267	0.77%	151,270
Coffee	375,638	371,998	0.97%	371,994
Quit Restaurant	286,532	284,320	0.77%	284,326
Team Store	38,755	38,512	0.63%	38,511
Other Retail	94,119	93,530	0.63%	93,526
Hotel	219,492	219,492	0.00%	219,492
Annual Total Trips	**3,503,351**	**2,972,568**	**11.95%**	**3,084,655**

*Source: IBEC Report, p. D-17

This is a best-case scenario since it assumes the IBEC Report's mode split assumptions for all other IBEC uses are held constant, even though they also overstate transit usage. More accurate rail transit assumptions for all uses would degrade the trip reduction percentage even further.

Beyond this foundational error in the TDM plan, the IBEC Report contains additional errors and unsupported assumptions and conclusions. These include the following:

- Traffic generation calculation equations/rates that are missing or incorrect
- An underestimation of certain traffic generating components
- Errors in transcribing project use trip rates that, when corrected, reduce the TDM plan's efficacy and cause it to miss the 15% reduction target
- Does not acknowledge travel time and speeds during congested hours before events will affect shuttle services and reduce rail transit use

- No mechanism nor implementation plan provided in the study that can demonstrate the reality of pre-TDM vs post-TDM goals

- Full credit assumptions taken for all TDM strategies without a plan to enforce or mandate the plan

- Traffic generation results cannot be replicated

When these issues are accounted for, applying the empirical data gathered in the field, and based on our research and expertise detailed in this review, a reassessment of the IBEC Report summaries (Table 7, page D-17) shows that the TDM plan may only achieve a 7.13% reduction in the overall trips.

Lastly, the IBEC Report does not attempt to quantity the IBEC's overall vehicle miles traveled (VMT) as compared to VMT generated at STAPLES Center. The IBEC's location far from transit and outside of the downtown Los Angeles urban core will likely result in an increase in VMT as compared to existing conditions at STAPLES Center.

TRANSPORTATION TECHNICAL REVIEW

Transit Ridership

The IBEC Report states that zero employees and zero attendees would use rail transit to arrive at the arena prior to implementing a TDM plan. Based on the planned arena's proximity to existing and future rail stations, this assumption is reasonable.

However, with the TDM plan, that base number increases to 10% on rail. The 10% rail assumption is premised on the use of shuttles operating at the future rail stations. The 10% rail usage assumption is unsupported and will not be achieved for the following reasons and based on the following facts.

Travel Difficulty & Travel Time Will Discourage Rail Use

A shuttle system must assume the following basic travel mechanics (at minimum):

- Transport to a remote transit portal, park vehicle or transfer
- Use of transit to get near the destination, not including transfers, making all stops
- Boarding of a shuttle to get to the destination using the congested street network
- Return trip requires the reverse of these steps

In all, a shuttle user must engage in three modes of transportation to get to the destination and three more to return to the origin, thereby increasing overall travel time and degrading the experience, when the alternative is to use one mode of transportation and drive a car to the event.

A few indicators of why such convoluted travel is not appealing to commuters can be found when testing operations at a current venue and in recent historical transit trends.

STAPLES Center Data Capture. Rail-transit ridership data was collected at a sold-out STAPLES Center event on January 18, 2019. All pedestrians arriving at and leaving the Los Angeles County Metropolitan Transportation Authority (Metro) fixed rail stop (Blue Line and Expo Line) immediately east of the venue were counted. Data was collected for two hours before and for two hours after the event (with a 30-minute overlap to the start and end of the event to capture late arrivals and early departures). Table 3 summarizes the pedestrian demand (captured at both platform ends to account for all pedestrians exiting the train regardless of the ultimate destination).

TABLE 3 - FIXED RAIL TRANSIT RIDERSHIP

PRE-GAME IN		POST-GAME OUT	
Location	**# of Peds**	**Location**	**# of Peds**
OVERALL TOTAL (2 HOURS)			
Pico Blvd.	178	Pico Blvd.	108
12th Street	317	12th Street	243
2 Hour Peak	495	2 Hour Peak	351
% of Attend	2.6%	% of Attend	1.8%
PEAK SUMMARY (60 MIN)			
Pico Blvd.	104	Pico Blvd.	65
12th Street	177	12th Street	189
60 Min Peak	281	60 Min Peak	254
% of Peds	56.8%	% of Peds	72.4%
PEAK SUMMARY (30 MIN)			
Pico Blvd.	65	Pico Blvd.	51
12th Street	102	12th Street	142
30 Min Peak	167	30 Min Peak	193
% of Peds	33.7%	% of Peds	55.0%
Attendance 1/18/19 =		**19,068**	

With this conservative approach that assumes all riders entering/leaving the platform are destined for the STAPLES Center event, the data shows that 2.6% of the attendance (495 people) arrived by train and 1.8% (351 people) left on the train during the data collection window.

Further analysis of the arrival/departure pattern shows that approximately 33% of the attendees arrived in the peak 30 minutes before the event and 55% left during the peak 30 minutes after the event. Notably, more than 56% arrived in the peak one hour before the event and 72% departed during the peak one hour after the event.

This data suggests that with a venue located in a high-density urban environment with a rail station within one block of a sold-out venue, less than 3% are utilizing the service. In real numbers, fewer than 500 people used rail transit at an event totaling more than 19,000 attendees.

Consider also that the rail service that directly serves over 100,000 downtown employees and drops them within one block of the STAPLES Center only attracts 500 patrons for an event at the venue. The IBEC has no such density of patrons served nor does it have comparable direct

service to the venue and yet the IBEC Report assumes that more than twice as many patrons will use rail service even with a required shuttle bus trip.

Without evidence, the IBEC Report suggests that the shuttle service alone (from three potential fixed rail transit stops in the area) will transport more than 1,200 attendees for a similar-sized event.

Declining Transit Ridership. Metro ridership trends (published at www.metro.net) show a consistent reduction in transit riders over the last five years of reported data. Table 4 summarizes the data available from the Metro website from 2014-2018, each year declining by at least 3% over the previous year.

TABLE 4 - METRO RIDERSHIP TRENDING DATA

	2014	2015	2016	2017	2018
Ridership	36,989,999	34,755,021	32,441,599	31,350,137	30,307,505
Yearly Decline %	0%	-6.0%	-6.7%	-3.4%	-3.3%

The IBEC Report does not provide data that demonstrates how ridership will increase on bus/rail from 1% (Table 3, page D-9) to 12% (Table 5, page D-13) while Metro's own empirical data points to a downward trend in transit ridership.

Shuttle Bus/Rail Transit Travel Time

The TDM plan relies on shuttle buses to move the IBEC rail transit riders from the rail stations between 0.8 miles and 2.0 miles from the Project site. Our analysis indicates that it will not be feasible to move the projected number of rail transit riders from the rail stations to the IBEC as projected.

Given arrival patterns and existing and projected roadway congestion, attendees will arrive to their event after it has started. Negative experiences on transit are highly influential. If transit causes an attendee to be late to an IBEC event, that attendee is unlikely to use transit a second time. This will further degrade the number of attendees arriving by transit.

Page C-2 of the IBEC Report states that dedicated shuttles will be provided for "convenient connectivity with short wait times," but does not provide data to reflect travel times to/from venues.

Real time travel studies were conducted in the field during a Forum concert event that drew approximately 50% of its maximum capacity on Friday, January 11, 2019. Three primary routes were included for travel time testing along Manchester Boulevard, Century Boulevard, and Prairie Avenue, with each origin occurring at the planned rail stop assumed to require shuttle services to/from the IBEC. The travel time across each network path was tracked by direction through the system for 90 minutes before and 90 minutes after the event (including a 30-minute overlap at the start/end of event). The results of the base travel times for the partial attendance event are shown in Table 5.

TABLE 5 - TRAVEL TIME DATA

				RAW RESULTS		DWELL TIME ADDITION				SOLD OUT FORUM		SOLD OUT IBEC	
PRE-EVENT	To Arena	From Arena	Distance (Miles)	Time AVG	MPH	Dwell (secs)	Avg Run+ Dwell (secs)	Adj Speed MPH	# Runs in 2 hrs	50% Adj Speed MPH	# Runs in 2 hrs	50% Adj Speed MPH	# Runs in 2 hrs
Via Manchester	A	B	2.54	11:33	13.2	300	993	9.2	7	4.6	3	2.3	1
	B	A	2.54	10:08	15.0	300	908	10.1	7	5.0	3	2.5	1
Via Century	C	D	1.51	9:06	10.0	300	846	6.4	8	3.2	4	1.6	2
	D	C	1.51	4:54	18.5	300	594	9.2	12	4.6	6	2.3	3
Via Prairie	E	F	1.01	3:29	17.4	300	509	7.1	14	3.6	7	1.8	3
	F	E	1.01	4:54	12.4	300	594	6.1	12	3.1	6	1.5	3
POST-EVENT	To Arena	From Arena	Distance (Miles)	Time AVG	MPH	Dwell (secs)	Avg Run+ Dwell (secs)	Adj Speed MPH	# Runs in 2 hrs	50% Adj Speed MPH	# Runs in 2 hrs	50% Adj Speed MPH	# Runs in 2 hrs
Via Manchester	A	B	2.54	6:18	24.2	300	678	13.5	10	6.7	5	3.4	2
	B	A	2.54	7:29	20.4	300	749	12.2	9	6.1	4	3.1	2
Via Century	C	D	1.51	6:04	14.9	300	664	8.2	10	4.1	5	2.0	2
	D	C	1.51	4:07	22.0	300	547	9.9	13	5.0	6	2.5	3
Via Prairie	E	F	1.01	2:55	20.8	300	475	7.7	15	3.8	7	1.9	3
	F	E	1.01	3:13	18.8	300	493	7.4	14	3.7	7	1.8	3

The raw travel time does not include any dwell time or turnaround time required by the shuttle services. To account for the behavior of shuttles to load/unload and reenter the roadway network, a five-minute standing time was added to the travel time. Using this data, estimated travel time and miles per hour (mph) were calculated.

The next step was to adjust the data to account for a Forum event that would generate full attendance, or approximately 3,200 more vehicles (using a 2.5 average vehicle ridership [AVR] per the IBEC Report). This magnitude of additional vehicles is expected to decrease travel speeds by half.

With inclusion of an IBEC event and a sold-out Forum event, travel speeds would be expected to again drop by half to simulate the effect of concurrent sold-out events.

As shown above in Table 5, travel speeds on all three corridors are expected to be less than four mph. During the two-hour window (either before or after events) of shuttling operations, a shuttle would be able to make one to two round trips via Manchester Boulevard, two to three round trips via Century Boulevard, and three round trips via Prairie Avenue.

The IBEC Report states that 27 shuttles will deliver 1,215 passengers (excluding claims of employee transport). The IBEC Report also assumes that each shuttle will be filled to capacity for each run (which would likely affect the dwell times while waiting for a full shuttle before departure) and that these shuttles are evenly distributed throughout the two-hour shuttle window.

Using the data for the rail ridership demand, 33% of rail transit patrons arrive at an event within 30 minutes of the start time. This represents 400 persons and nine shuttles. Based on the travel time data, and depending on which station is being served, it will take between 30-60 minutes to make the shuttle trip to deliver those passengers to the venue. These 400 patrons will likely be late to the event and must subsequently alter their travel choices to arrive at the rail station at least 45 minutes before an event or seek alternative modes of travel.

This creates a domino effect for the remaining patrons who normally arrive 45-60 minutes before an event, who now must compete with those who are forced to arrive earlier for a shuttle seat. They too must change their behavior or more shuttles must be queued up at the rail stations to handle a larger percentage during the heavy demand windows.

These results do not factor in any new traffic expected from the new National Football League stadium or the Hollywood Park development expansion, which would continue to degrade the travel speeds in this network during multiple events.

Thus, even if the projected number of attendees arrived via rail transit, the area's existing infrastructure and projected number of shuttle buses is inadequate to accommodate them and to ensure that they arrive at the event in a timely manner.

Mode-Split Based on Event Type

A further faulty assumption is that that sporting events and concerts have the same mode splits and ridership. A sporting event is a repeat event and typically has a high draw of return users who

understand local congestion, transit schedules, and other modes available in order to decide on a particular travel mode.

A concert event is an infrequent use that attracts a high draw of new users. New users, and particularly parents who take their children to such events, are generally less familiar with public transit, routes/transfers, and event operations, preferring to utilize personal vehicles.

As such, the IBEC Report should include a discussion and analysis of mode-split by event type to refine those metrics and provide a more realistic assessment of travel modes.

Shared Mobility

Shared mobility (i.e., taxi, Uber, Lyft) is used as a mode-share split in the IBEC Report, which states on Page D-10 that, based on surveys of existing guests at STAPLES Center, approximately 4% utilize shared mobility, but this rate was increased to 10% claiming that the IBEC will have dedicated space for shared mobility.

Increasing dependence on shared mobility equals an increase in trips, not a reduction.

For instance, a typical guest will drive to an event, park, then leave after the event (two trips). Using shared mobility, the shared ride vehicle will enter and leave prior to the event, then enter/leave after the event (four trips).

A recent study[1] conducted on the effects of Transportation Network Companies (TNC) on traffic concluded that in densely populated cities, such services add 2.8 new vehicle miles on the road for each mile of personal driving removed (an overall 180% increase in driving on city streets).

As such, an added trip value must be applied to the shared mobility influence, not used as a mode-split reducer. The 10% value represents nearly one-third of the overall TDM traffic reduction used in the IBEC Report.

TDM Goal Vulnerability

The IBEC TDM strategies rely on estimated traffic reductions to reach the target goal of 15%. Overestimating assumptions by fractional degrees would result in an overall reduction less than the stated goal.

Using the data gathered in the field and research detailed in this review, a reassessment of the IBEC Report summaries (Table 5, page D-13 and Table 7, page D-17), shows that missed targets with reasonable assumptions for arena events significantly impacts the reduction goals.

In order to demonstrate the effect on the TDM strategies, Table 6 compares the mode-share split assumed in the IBEC Report and then applies realistic splits using the results of research and empirical field data, which includes the fallacy of shared mobility as a traffic reducer, as well as adjustments to rail and bus transit participation.

[1] *The New Automobility: Lyft, Uber and the Future of American Cities*, Schaller Consulting, July 25, 2018.

TABLE 6 - SUMMARY OF TRANSPORTATION MODE SHARE

	ESTIMATES FROM IBEC REPORT*				ESTIMATES FROM EMPIRICAL DATA			
Transportation	GAMES/CONCERTS		OTHER EVENTS		GAMES/CONCERTS		OTHER EVENTS	
MODE	Employees	Guests	Employees	Guests	Employees	Guests	Employees	Guests
Drive (Auto)	66%	66%	66%	82%	77%	80%	77%	90%
Rail	10%	10%	10%	5%	5%	5%	5%	5%
Bus	10%	2%	10%	2%	5%	5%	5%	2%
Park and Ride	0%	11%	0%	0%	0%	10%	0%	0%
Vanpool	5%	0%	5%	0%	5%	0%	5%	0%
Microtransit	5%	1%	5%	1%	5%	0%	5%	0%
Shared Mobility	1%	10%	1%	10%	0%	0%	0%	0%
Walk	2%	0%	2%	0%	2%	0%	2%	0%
Bike	1%	0%	1%	0%	1%	0%	1%	0%
Totals	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**

*Source: IBEC Report, p. D-13

Using the results of Table 6, Table 7 shows the resulting missed target values when applied to the actual trip generation. As shown, the percentage of TDM reduction drops to 7.13%.

TABLE 7 - SUMMARY OF MODE SPLITS & RESULTING TRIPS

LAND USE	Reported Trips		ADJUSTED TARGET	ADJUSTED TRIP RESULT
	WITHOUT TDM*	WITH TDM*		
Arena (Employees)	148,624	107,426	19.00%	120,385
Arena (Attendees)	1,718,448	1,247,532	11.80%	1,515,671
Clippers Office	80,918	76,872	5.00%	76,872
Practice & Training	14,108	13,403	5.00%	13,403
Sports Medicine	173,445	169,819	2.09%	169,820
Community Space	67,439	66,038	2.08%	66,036
Restaurant/Bar	133,389	132,359	0.77%	132,362
Restaurant/Lounge	152,444	151,267	0.77%	151,270
Coffee	375,638	371,998	0.97%	371,994
Quit Restaurant	286,532	284,320	0.77%	284,326
Team Store	38,755	38,512	0.63%	38,511
Other Retail	94,119	93,530	0.63%	93,526
Hotel	219,492	219,492	0.00%	219,492
Annual Total Trips	**3,503,351**	**2,972,568**	**7.13%**	**3,253,669**

*Source: IBEC Report, p. D-17

Page C-1 of the IBEC Report states that TDM is to "encourage" alternative modes rather than mandate. That makes this plan voluntary.

None of the proposed TDM strategies are enforceable nor mandated, yet the full credit for buses/shuttles at capacity are assumed.

TDM Plan Monitoring Is Not Feasible

Page D-11/12 of the IBEC Report states that the 15% TDM reduction will be verified but provides no plan on how the baseline and TDM plan effectiveness will be monitored.

Based purely on a logistical approach, tracking vehicles, pedestrians, and other modes of travel over 365 days with varying points of entry and influenced by adjacent land uses would be an impossible task.

The applicant should provide a detailed monitoring plan that explains and establishes how the TDM plan's efficacy will be monitored.

TDM Plan's Additional Features are Undefined and Unlikely to Achieve Projected Usage

While the TDM plan relies almost entirely on attendees and employees using a rail/shuttle bus system, it contains additional components that are equally undefined and unlikely to achieve the projected usage. These include the charter coach program (park-and-ride), vanpool, and microtransit. Each is discussed below.

Park-and-Ride

Page C-2 of the IBEC Report describes the TDM-6 Park-and-Ride strategy and suggests that 1,980 persons would be delivered for every event in 45-person capacity buses, from locations not identified in the report. This value equates to 44 bus loops required at these unknown park-and-ride locations.

No data is provided to establish that 1,980 persons (10% of attendees) would ride a bus and that each bus would be filled to capacity in order to meet the goals. Based on our knowledge of park-and-ride programs in the Southern California region, it is unlikely that the TDM plan will achieve the target 10% the TDM plan predicts.

As outlined previously, factors that affect the ability and attraction to park-and-ride usage include the user-mechanics of driving to a remote location and catching a shuttle for a second leg of the journey and the ability of that shuttle to navigate to the venue on schedule using heavily congested streets.

The trip generation section of the IBEC Report does not indicate if these shuttles were analyzed as added trips.

Vanpool

The mechanics of using a vanpool system are undefined, including the area of influence and any suggestion that the employees are incentivized to participate. It would be reasonable to mandate employees use the program since operations can control employee behavior, yet without such a mandate, it cannot be assumed that all shuttles are utilized/maximized and, therefore, these targets cannot be assured.

The trip generation section of the IBEC Report does not indicate if these shuttles were analyzed as added trips.

Microtransit

Page C-2 of the IBEC Report states that the TDM-9 strategy will deliver 66 employees and 180 attendees on event days using microtransit. It is unclear if these are the same 66 employees for TDM-5 or TDM-6, both of which include the same number of employees.

In order to evaluate the effectiveness of microtransit, more detail needs to be included in the IBEC Report, including how the service will attract ridership, how the routes are defined, and how the service can meet schedules during peak commute hours with concurrent events at adjacent venues.

The trip generation section of the IBEC Report does not indicate if these shuttles were analyzed as added trips.

VMT

The IBEC Report states that VMT will be reduced by moving locations from a dense urban, transit-rich environment to a remote location lacking employee centers, accessible transit, and transit-oriented developments.

On the surface, the statement that this relocation will reduce VMT is not supported by the statistics.

For instance, the demographics for STAPLES Center ticket purchases provided in the IBEC Report (page D-12) are derived from zip-code tracking, which typically captures the home address of the purchaser (not the location from which the purchaser will travel to the event).

The IBEC Report ignores the fact that, with millions of square feet of adjacent office space and thousands of nearby hotel rooms within walking distance of the STAPLES Center, those patrons who work/visit within that sphere have significantly more options to travel to that venue than they would in Inglewood. Ticket holders who work/stay in nearby locations can walk or take transit to the front door of STAPLES Center without getting into a personal vehicle and driving to an event.

To test this, a Southern California Association of Governments (SCAG) model was prepared for estimating the VMT at the STAPLES Center. The base results are provided in Table 8.

TABLE 8 - VEHICLE MILES TRAVELED

Location	Average VMT*				
	AM	MID	PM	EVE	NIGHT
STAPLES Center	10.66	11.56	12.18	8.16	8.25
IBEC Arena	11.39	12.10	12.72	9.99	9.78
Increase in VMT	**0.73**	**0.53**	**0.54**	**1.83**	**1.52**
*source: SCAG Model for STAPLES Center, manually adjusted for IBEC Arena					

A manual adjustment of the STAPLES Center VMT output discounted those data points within 2.0 miles of the venue to reflect the dynamic loss from relocating outside the dense urban sphere. The results show that VMT will increase in all peak periods. In other words, by moving to Inglewood, the round trip VMT will almost certainly increase over the existing VMT at STAPLES Center.

Trip Generation Rates

The IBEC Report does not provide trip generation rates for all on-site components, particularly those generating the highest volume of traffic. In order to reveal the rates used for these components, the undisclosed rates were reverse-calculated using the IBEC Report's resulting trip generation and the estimated volume of employees/guests.

The trips applied to the Management & Operations component revealed a rate of 1.13 trips per employee (275 employees). Compared to the Institute of Transportation Engineers (ITE) rates for a "corporate headquarters office building" at 2.31 per employee, the IBEC Report assumes 50% fewer trips than a similar use but does not defend that reduced base rate.

This 1.13 per employee rate means that for every two employees, one of them is not driving (or a 2.0 AVR), which is not supported by the IBEC Report's own estimate (Table 3, page D-9) that 95% of employees drive to work. The rate ignores the potential for employees to leave the site for lunch or meetings and that neither visitors nor deliveries are generated by this use.

Similarly, the Team Practice & Training Facility assumes 1.0 trip per employee (for 54 employees), which would also mean that 50% are either carpooling or taking alternative modes of transportation, contradicting the 95% solo-driver attribute within the IBEC Report. On top of this rate, with TDM factored in, the study takes an additional 5% reduction.

Using the IBEC Report's own statistics, the rate for both the Management & Operations and the Team & Training Facility should be set closer to the corporate office rate, even if 5% use "other transport," and that rate would then account for visitors, deliveries, lunchtime and meeting travel.

Application of a more realistic rate for these uses would nearly double those components' base traffic totals in the IBEC Report.

Where the IBEC Report does publish the ITE rates, these were compared to the source and found that the IBEC Report underestimates the trip generation for the Sports Medicine Clinic (Table D-2, page D-6 for Land Use Code 630). The rate used in the study is 30.18/per 1000 square feet (ksf); however, the published ITE rate is 38.16/ksf.

Recalculating this rate on 25,000 sf results in 199.5 trips per day. Based on 260 weekdays in a year, this underestimates base trips by 51,870 trips/year for this use. By making this single change to the trip generation, the overall TDM reduction calculates to 14.96% -- thus, missing the required 15% legislation target.

No documentation is provided to support the values for pass-by and internal capture rates that reduce gross traffic volumes, which makes replicating the data impossible. Full disclosure of all rates and calculations are needed to provide an accurate analysis of assumptions.

Table 9 uses the base assumptions from the IBEC Report, and adjusts the rates based on the discussion above. The resulting base trip generation calculates to 3,605,922.

In comparison to the base traffic generation in the IBEC Report (Table 2, page D-6; and Table 7, page D-16), which reports 3,503,351, the report is underestimating the initial traffic by 102,571 yearly trips.

TABLE 9 - PROJECT TRIP GENERATION ESTIMATES (REVISED)

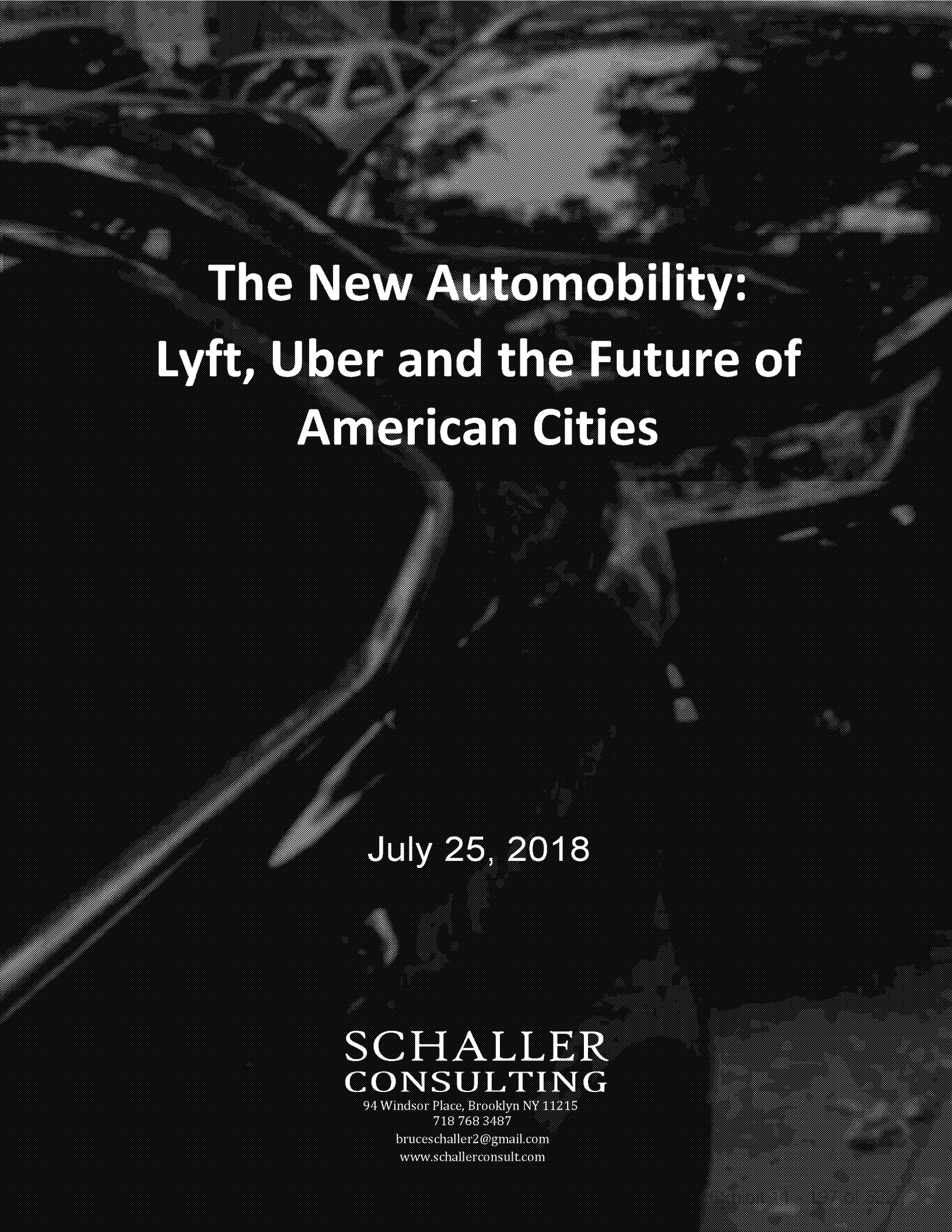
Land Use	ITE Rate	Unit	Weekday	Weekend	NOTES:
Event Uses					
Arena Employees	N/A	per employee	1.32	1.32	Reverse calculated (not shown)
Arena Guests	N/A	per guest	0.94	0.87	Reverse calculated (not shown)
Ancillary Uses					
Management & Operations	714	per employee	2.31	0.00	Study used 1.13 (weekday)
Team Practice & Training	714	per employee	2.31	0.00	Study used 1.00 (weekday)
Sports Medicine Clinic	630	per ksf	38.16	0.00	Rate in report used 30.18
Community Space	495	per ksf	28.82	0.00	
Quality Restaurant	931	per ksf	83.84	90.04	
Coffee Shop	930	per ksf	315.17	318.62	
Fast Casual Restaurant	930	per ksf	315.17	318.62	
Team Store (Retail)	SANDAG	per ksf	40.00	40.00	
Other Retail (Retail)	SANDAG	per ksf	40.00	40.00	
Business Hotel	312	per room	4.02	5.79	

TRIP GENERATION ESTIMATES

Land Use	Rate	Size	Weekday	Weekend	Yr-Wkdy 260	Yr-Wknd 105	Yearly Total
EVENT USES							
Arena Employees *(events x employees)*	N/A	112,240 e/yr	68,955	43,285	91,364	57,260	148,624
Arena Guests *(events x guests)*	N/A	1,882,000 g/yr	1,145,000	737,000	1,075,784	642,664	1,718,448
Management & Operations	N/A	275 empl	635	0	165,165	0	165,165
Team Practice & Training	N/A	54 empl	125	0	32,432	0	32,432
Sports Medicine Clinic	630	25 ksf	954	0	248,040	0	248,040
Community Space	495	15 ksf	432	0	112,398	0	112,398
Restaurant/Bar+Lounge	931	15.00 ksf	1,258	1,351	326,976	141,813	468,789
Coffee Shop	930	5 ksf	1,576	1,593	409,721	167,276	576,997
Quick Service (Fast Casual)	930	4.00 ksf	1,261	1,274	327,860	133,820	461,680
Team Store (Retail)	Sandag	7.00 ksf	280	280	72,800	29,400	102,200
Other Retail (Retail)	Sandag	17.0 ksf	680	680	176,800	71,400	248,200
Business Hotel	312	150.0 rm	603	869	156,780	91,193	247,973
TOTAL GROSS PROJECT TRIPS			**1,221,759**	**786,332**	**3,196,120**	**1,334,825**	**4,530,946**
TOTAL NET PROJECT TRIPS (USING IBEC REPORT PASSBY/INTERNAL CAPTURE VALUES)							**3,605,922**

Attachment A

The New Automobility: Lyft, Uber and the Future of American Cities
(Schaller Consulting, July 25, 2018)



The New Automobility: Lyft, Uber and the Future of American Cities

July 25, 2018

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This report was prepared by Bruce Schaller, Principal of Schaller Consulting. An expert on issues surrounding the rise of new mobility services in major U.S. cities, Mr. Schaller served as Deputy Commissioner for Traffic and Planning at the New York City Department of Transportation and Policy Director at the NYC Taxi and Limousine Commission, and has consulted on transportation policy across the United States. He is the author of the February 2017 report, "Unsustainable? The Growth of App-Based Ride Services and Traffic, Travel and the Future of New York City," and co-author of a 2015 National Academy of Sciences report on emerging mobility providers. He also served as an Advisor for the City of New York's study of for-hire vehicle issues. He has been called "a prominent transportation expert" (*New York Times),* "a widely acknowledged expert" on issues related to taxis, Uber and Lyft *(Politico)* and a "nationally recognized expert" on for-hire transportation issues (*Washington Post).* Mr. Schaller has published extensively in peer-reviewed academic journals including *Transport Policy*, *Transportation* and the *Journal of Public Transportation*.

This report was researched and written by Mr. Schaller to further public understanding and discussion of the role that app-based ride services and other vehicle-for-hire services can and should play in furthering urban mobility, safety and environmental goals.

Contents

WHO'S WHO – FOR-HIRE GROUND TRANSPORTATION SERVICES

Taxicabs

- Until TNCs arrived, predominant provider of for-hire services in the United States.
- Door-to-door service (not shared between strangers)
- Fare based on initial charge, mileage and time
- Trips arranged via street hail, taxi stands, telephone orders and sometimes on-line or using smartphone app.
- Drivers treated as independent contractors, not employees
- Vehicle may be responsibility of driver or provided by company
- Drivers pay a daily, weekly or monthly lease fee.

Microtransit

- Shared-ride service in which passengers walk to a pick-up location.
- Via and Chariot are the largest companies in the U.S.
- Flat fares, typically around $5.
- Drivers usually paid an hourly wage
- Drivers are treated as independent contractors (Via) or employees (Chariot)
- Vehicle may be responsibility of driver or provided by company

Transportation Network Companies (TNCs)

- Sometimes called ride-hail or rideshare
- Uber and Lyft are largest companies; other companies are in specific markets
- Fare based on time and distance
- Primarily provide door-to-door private ride service (not shared between strangers), e.g., UberX and Lyft.
- Also provide shared trips which pick up additional passenger(s) after the first passenger(s) board, (e.g., UberPOOL and Lyft Line)
- Recently introduced variations on shared rides that involve passengers walking to a pick-up location (e.g., Uber Express POOL and Lyft Shared Rides)
- Trips arranged using smartphone app
- Drivers treated as independent contractors, not employees
- Companies charge a commission on fares
- Drivers responsible for providing their vehicle

OTHER DEFINITIONS

Trips, riders and ridership

- For bus, rail, walk and bike trips, these terms refer to one person traveling between two points except that, for bus and rail each boarding is counted separately. A trip involving a transfer from bus to Metro is thus counted as two riders and two trips.
- For personal auto, TNC and taxi, "riders" and "ridership" means one person making one trip between two points. "Trips" refers to vehicle trips. Two people traveling together in an auto, TNC or taxi count as two riders but as one trip.

Personal vehicle (or personal auto)

- Motor vehicle owned or leased by individuals or households, e.g., "the family car." Does not include taxis or TNCs.

ADA Paratransit

- Transportation for people with disabilities who are unable to use the regular, fixed route rail and bus service.
- Usually a door-to-door service using vans and/or sedans.
- Trips are generally arranged in advance.
- Transit agencies are mandated to provide ADA paratransit service by the federal Americans With Disabilities Act (ADA).
- The service is typically provided by private companies under contract with the local transit agency.

Executive Summary

Municipal and civic officials in cities across the country are grappling with how to respond to the unexpected arrival and rapid growth of new mobility services. These include ride services such as Uber and Lyft (also called Transportation Network Companies, or TNCs), "microtransit" companies such as Via and Chariot and more recently dockless bikeshare and electric scooter offerings.

Are these new mobility options friendly to city goals for mobility, safety, equity and environmental sustainability? What risks do they pose for clogging traffic or poaching riders from transit? What will happen when self-driving vehicles are added to ride-hail fleets?

While these questions are widely discussed, the information available to inform policy making is limited and often fragmentary. This report is designed to fill the gap, focusing on ride services (TNC and microtransit), which currently produce the most far-reaching issues among new mobility offerings.

This report combines recently published research and newly available data from a national travel survey and other sources to create the first detailed profile of TNC ridership, users and usage. The report then discusses how TNC and microtransit services can benefit urban transportation, how policy makers can respond to traffic and transit impacts, and the implications of current experience for planning and implementation of shared autonomous vehicles in major American cities.

Key results, conclusions, methodology and sources are summarized below. (Additional details on methods and sources are provided in section 2 of this report.)

TRIPS, USERS AND USAGE

1) TNCs have more than doubled the overall size of the for-hire ride services sector since 2012, making the for-hire sector a major provider of urban transportation services that is projected to surpass local bus ridership by the end of 2018.

- TNCs transported 2.61 billion passengers in 2017, a 37 percent increase from 1.90 billion in 2016.
- Together with taxicabs, the for-hire sector is projected to grow to 4.74 billion trips (annual rate) by the end of 2018, a 241 percent increase over the last six years, surpassing projected ridership on local bus services in the United States (4.66 billion).

Sources/methodology: TNC trips and ridership based on published data on Lyft ridership and market share for 2017. Taxi ridership based on published data for 2012 and city-specific reports of declines since 2012. Bus ridership based on American Public Transportation Association data.

2) TNC ridership is highly concentrated in large, densely-populated metro areas. Riders are relatively young and mostly affluent and well-educated.

- 70 percent of Uber and Lyft trips are in nine large, densely-populated metropolitan areas (Boston, Chicago, Los Angeles, Miami, New York, Philadelphia, San Francisco, Seattle and Washington DC.)
- People with a bachelor's degree, over $50,000 in household income, and age 25 to 34 use TNCs at least twice or even three times as often as less affluent, less educated and older persons.

Sources/methodology: National Household Travel Survey; published TNC trip totals in Massachusetts municipalities; industry sources.

3) TNCs dominate for-hire operations in large urban areas. But residents of suburban and rural areas, people with disabilities and those without smartphones continue to be reliant on traditional taxi services.

- TNCs account for 90 percent of TNC/taxi trips in eight of the nine large, densely-populated metro areas (New York is the exception) and in other census tracts with urban population densities.
- In suburban and rural areas, however, taxis serve slightly more riders than TNCs. The same is true in New York City (counting car services in the taxi category).
- People with disabilities make twice as many TNC/taxi trips as non-disabled persons, but taxis account for two-thirds of their TNC/taxi trips.
- TNCs account for only 13 percent of TNC/taxi trips taken by those without a smartphone.

Sources/methodology: National Household Travel Survey.

ROLE IN URBAN MOBILITY

1) TNCs added billions of miles of driving in the nation's largest metro areas at the same time that car ownership grew more rapidly than the population.

- TNCs have added 5.7 billion miles of driving annually in the Boston, Chicago, Los Angeles, Miami, New York, Philadelphia, San Francisco, Seattle and Washington DC metro areas.
- Household car ownership increased across all large U.S. cities from 2012 to 2016, in all but a few cities exceeding the rate of population growth.

Sources/methodology: Mileage based on trip volumes (see above) and analysis of mileage increases from TNC growth from later in the report. "Additional mileage" includes both miles with passengers and mileage between trips and nets out reductions due to TNC passengers switching from their personal vehicle. Household car ownership is from American Community Survey.

2) TNCs compete mainly with public transportation, walking and biking, drawing customers from these non-auto modes based on speed of travel, convenience and comfort.

- About 60 percent of TNC users in large, dense cities would have taken public transportation, walked, biked or not made the trip if TNCs had not been available for the trip.
- About 40 percent would have used a personal vehicle or a taxicab had TNCs not been available for the trip.

Sources/methodology: Published data based on surveys of TNC users in the cities of Boston, Chicago, Denver, Los Angeles, New York, San Francisco, Seattle and Washington DC and a statewide survey in California.

3) TNCs are not generally competitive with personal autos on the core mode-choice drivers of speed, convenience or comfort. TNCs are used instead of personal autos mainly when parking is expensive or difficult to find and to avoid drinking and driving.

- The most-often cited reasons to use TNCs instead of personal autos involve expense or hassle with parking and to avoid drinking and driving. Speed, comfort and convenience are cited rarely or never.

Sources/methodology: Published results of surveys of TNC users in the cities of Boston, Chicago, Denver, Los Angeles, New York, San Francisco, Seattle and Washington DC.

SHARED RIDES AND TRAFFIC

1) Shared ride services such as UberPOOL, Uber Express POOL and Lyft Shared Rides, while touted as reducing traffic, in fact add mileage to city streets. They do not offset the traffic-clogging impacts of private ride TNC services like UberX and Lyft.

- Private ride TNC services (UberX, Lyft) put 2.8 new TNC vehicle miles on the road for each mile of personal driving removed, for an overall 180 percent increase in driving on city streets.
- Inclusion of shared services (UberPOOL, Lyft Line) results in marginally lower mileage increases – 2.6 new TNC miles for each mile in personal autos taken off the road. (This is based on the current rate of about 20 percent of TNC trips being shared.)
- Lyft's recently announced goal of 50 percent of rides being shared by 2022 would produce 2.2 TNC miles being added to city streets for each personal auto mile taken off the road.
- Shared rides add to traffic because most users switch from non-auto modes. In addition, there is added mileage between trips as drivers wait for the next dispatch and then drive to a pick-up location. Finally, in even a shared ride, some of the trip involves just one passenger (e.g., between the first and second pick-up).

Sources/methodology: Analysis based on published mileage for passenger trips and mileage between passenger trips and published data on rates of pooled rides.

PUBLIC POLICY

1) TNCs and microtransit can be valuable extensions of – but not replacements for – fixed route public transit.

- Pilot programs around the country demonstrate that TNCs and other private transportation companies can help provide subsidized services to seniors, low-income persons and some people with disabilities.
- TNCs and other private transportation companies also show promise in providing subsidized connections to public transit services, e.g., taking commuters to rail and bus stations and park-and-ride lots.
- TNCs and microtransit companies like Via can also be helpful in providing subsidized transportation for trips that are geographically dispersed. Trip volumes tend to be quite low, however, and unless there are common origins or

destinations like a transit hub, relatively few trips are shared between passengers.

Sources/ methodology: Published reports, news articles and personal interviews.

2) Trip fees, congestion pricing, bus lanes and traffic signal timing can help cities manage current congestion generated by increasing TNC trip volumes combined with other demands on limited street space.

- States and cities are generating valuable revenues for public transportation and other purposes from fees and taxes on TNC trips.
- Other measures to alleviate congestion can be valuable where there is public support and where competing needs for street space can also be accommodated.

Sources/ methodology: Analysis of recent policies implemented by city and state governments based on published reports and news articles and personal interviews.

3) If additional steps are needed to reduce traffic congestion, policy makers should look toward a more far-reaching goal: less traffic. Key steps involve limiting low-occupancy vehicles, increasing passenger occupancy of TNCs and taxis, changing commercial vehicle operations, and ensuring frequent and reliable bus and rail service.

- Working toward a goal of less traffic means making space-efficient modes such as buses and bikes more attractive than personal autos and TNCs on key attributes of speed, reliability, comfort and cost.
- Policies can include limiting parking supply and limiting or banning low-occupancy vehicles from certain streets (possibly based on time of day). These serve to discourage personal vehicle use in congested areas.
- Policies can also increase utilization rates of TNCs and taxis so they spend less time without passengers and carry more passengers per mile of overall operation.
- An essential additional element is providing frequent and reliable bus and rail service. Less traffic will make bus service more attractive and build ridership, creating a virtuous cycle of faster trips, shorter waits, easier transfers and thus broader accessibility.

Sources/ methodology: Analysis of recent policies being discussed or implemented by city governments based on published reports, news articles and personal interviews.

AUTONOMOUS VEHICLES

1) Without public policy intervention, the likelihood is that the autonomous future mirrors today's reality: more automobility, more traffic, less transit, and less equity and environmental sustainability.

- Tech companies, automakers and others are currently racing toward an autonomous future that envisions shared, door-to-door ride services weaning people from personal autos and combining the convenience of TNCs with the space-efficiency of shared trips.
- Today's TNC experience, however, calls into question the viability of the door-to-door shared service model. Most Uber and Lyft rides are still private rides (each traveling party riding by themselves) and the addition of pooled options fails to offset TNC traffic-clogging effects.
- Uber and Lyft are investing heavily in options like Uber Express POOL and Lyft Shared Rides that minimize turns to straighten out the zig-zag routing that limits the popularity of door-to-door pooled rides. Even if successful, these services are unlikely to draw people from their personal autos and will thus serve to add to traffic congestion.

Sources/ methodology: Analysis of TNC service models and traffic impacts.

2) Policy-makers should steer AV development away from this future starting today with steps to manage TNCs and personal autos and emphasize frequent, reliable and comfortable high-capacity transit service.

- Key steps are limiting personal auto use in congested city centers; requiring that TNCs and other fleet-operated vehicles use street space efficiently; and providing high-frequency transit service.

CONCLUSION

New mobility has much to offer cities: convenience, flexibility, on-demand technology and a nimbleness to search for the fit between new services and inadequately served markets. But development of ride services must take place within a public policy framework that harnesses their potential to serve the goals of mobility, safety, equity and environmental sustainability. Without public policy intervention, big American cities are likely to be overwhelmed with more automobility, more traffic and less transit and drained of the density and diversity which are indispensable to their economic and social well-being.

1. Introduction

Uber and Lyft have become household names, ever-present in the news and on millions of smartphones and credit card bills. Yet accompanying their familiarity are many gaps. The business pages report the multi-billion-dollar valuations of Uber and Lyft, but not how many passengers they transport. Patrons experience them as providing a welcome new mobility option, but to whom exactly? Everyone knows they are growing rapidly, but what is their role in urban transport systems? News articles point to connections between TNC growth, traffic congestion and falling public transportation ridership, but what do these trends mean for public policy?

This report seeks to add facts and analysis to the increasingly important public discussion of these "new mobility" services. The report focuses mainly on "Transportation Network Companies," or TNCs, also called ride-hail or sometimes rideshare companies. Uber and Lyft are the main two companies in the United States, available to almost the entire American population, and the focus of this discussion. This report also looks at "microtransit" companies that pick up passengers along a route that may be predetermined or assembled on the fly by sophisticated computer algorithms. Chariot, which started in San Francisco, and Via, which first operated in New York City, are the main two microtransit companies and now operate in about a dozen U.S. cities.

After a review of sources and methodology in section 2, the report provides an overview of TNC ridership – how many trips, who uses, for what types of trips and where in sections 3 and 4. This profile uses a combination of data sources to provide the most detailed and comprehensive profile of TNC usage and users yet available. Its main conclusion – that TNC trips are concentrated in a relatively small number of large metro areas, and that users are predominantly affluent, educated and skew younger – will likely surprise few readers. However, putting numbers on intuition does provide a few twists in the storyline and creates an important factual basis for the more policy-focused discussion that follows.

TNCs have recently begun to push back against the narrative that developed in 2017 that they are contributing to big-city traffic congestion and falling transit ridership. They say they are a complement to public transit, not its competitor, and point to their heavily-promoted shared-trip options. The fifth section of the report assesses these claims.

There has been much interest across the country in "partnerships" between TNCs and microtransit companies on the one hand and cities and transit agencies on the other hand. Perhaps these private companies can truly complement transit services, or replace very inefficient bus routes, or reduce costs for services to seniors and people with disabilities. Pilot projects are beginning to show the potential for creating public benefits that merit public subsidy – and the limits as well. Section 6 looks at the experience with these pilots and what approaches have the most promise for public benefit.

The final two sections of the report examine some of the most-discussed aspects of TNCs and microtransit: what to do about traffic and transit impacts in big cities, and what they mean for a future in which self-driving vehicles are integrated into TNC operations.

The ride services and public policy issues discussed in this report are evolving rapidly and leave many uncertainties. But after six years of TNC growth, the picture is becoming more and more clear. In the process, policy implications and policy options are coming into focus. Thus, it is timely to be asking and putting forth at least preliminary answers to the three questions that are the focus of this report. What's happening? What does it mean? What should cities be doing?

2. Methodology

Findings in this report draw on published reports and news articles and newly available national travel survey and TNC trip data that have become available over the last 18 months. Information from this range of sources is brought together to form a detailed picture of TNC operations and discuss policy issues arising from their rapid growth. Results are presented nationally, with detail for cities and metro areas where available.

This section presents information on key data sources and methodology. Additional data sources used for specific tables and figures are referenced where results are presented.

TRIP AND RIDERSHIP VOLUMES

The report presents total TNC trips for the United States and for groups of metropolitan areas. Estimates of total trips are based on 2017 ridership reported by Lyft (365 million trips) and Lyft's market share based on credit card transactions compiled by the research firm Second Measure.[1]

Geographic breakdowns of trip volumes are estimated using a combination of sources. These include TNC trip counts in New York and several other major cities that TNCs provided to city or state agencies; results from the 2016-17 National Household Travel Survey (NHTS); and data from industry sources showing relative trip volumes for different size metro areas and urban and suburban/rural population densities. In addition, data released by the Massachusetts Department of Public Utilities showing TNC trip volumes for Massachusetts municipalities was used as a check against results from national estimates.

TNC ridership figures assumes 1.5 passengers per trip, based on a customer survey conducted in the Boston area and NHTS data showing average personal auto occupancy for urban trips of 1.5 passengers (including the driver).[2]

Taxicab ridership was based on a Transportation Research Board report for 2012,[3] combined with estimated declines in taxi ridership based on city-specific data where available, and news reports.

USER AND TRIP CHARACTERISTICS

The main data source for TNC user and trip characteristics is the 2016-17 National Household Travel Survey (NHTS). The 2016-17 NHTS was the first national travel survey conducted since 2009, and thus is quite timely for documenting information about TNC users.

The NHTS consists of an interview portion, in which each respondent answers a series of questions, and a travel diary, which captured details of each trip on a designated day. These include mode, start and end times of each trip, trip distance and trip duration. A total of 264,000 people completed the 2016-17 NHTS survey, reporting 924,000 trips (all modes) on the travel day. Data are weighted to reflect U.S. population characteristics.

There were 3,463 "Taxi/Limo (including Uber/Lyft)" trips in the sample. TNC trips within this group were identified based on responses to a question from the interview portion. This question asked how many TNC trips the respondent took in the past 30 days. For respondents who took one or more TNCs trips in the past 30 days, taxi/limo trips recorded in the travel diary were classified as TNC trips. All others were assumed to be taxi trips. (Limos account for only a tiny percentage of all taxi/limo trips.)

This methodology likely categorized some taxi trips as TNC trips, in the case of respondents who used both taxis and TNCs in the past month. However, the effect appears to be small, for two reasons. First, trip volumes estimated using the interview question (TNC trips in the past 30 days) align closely with results from the travel diary. Second, the market shares for TNC and taxi trips nationally, based on the survey results, aligns closely with national market shares from the estimates described earlier.

GEOGRAPHIC CATEGORIES

This report shows trip volumes and user and trip characteristics for the United States, groups of metro areas and a typology based on population density at the census tract level. The latter categorization is described here.

Generally speaking, TNC usage is strongly related to metro area size and density. On a per capita basis, big, densely-populated cities have higher trip volumes than more sprawling cities, which in turn have higher rates of TNC use than suburban or rural areas. These differences are generally due to differences in the number of households without a personal vehicle and the

cost and convenience of parking, both of which reduce rates of auto travel.

The NHTS data files include the population density of each respondent's home address. To highlight the higher usage of TNCs in more urban, higher-density areas, results are reported separately for persons living in more urban census tracts (defined as at least 4,000 persons per square mile) and for those living in suburban or rural census tracts (fewer than 4,000 persons per square mile). This cutoff for urban versus suburban/rural is consistent with research showing that people living in neighborhoods with more than 4,000 persons per square mile tend to see themselves as living in urban neighborhoods; conversely, those living in areas with fewer than 4,000 persons per square mile tend to see their neighborhoods as suburban or rural.[4]

The urban category includes virtually the entire populations of large, dense cities such as New York, Chicago and Philadelphia, as well as the relatively dense portions of their suburbs. "Urban" census tracts also cover most of the population of large but less dense cities such as Baltimore, Detroit, Minneapolis and Milwaukee. In addition, there are numerous urban-density census tracts in smaller cities and towns, primarily in older, walkable residential neighborhoods. Maps of selected metro areas showing census tracts classified as urban is available at www.schallerconsult.com/rideservices/maps.

To show differences in TNC usage rates in section 3, a three-part typology was developed based on population density and size of metro area:

- Large, densely-populated metro areas (a group of 9 metros, listed below).
- Large but less-densely populated metro areas (a group of 11 metros)
- All other metro areas combined with non-metropolitan and rural areas.

The first group is composed of Boston, Chicago, Los Angeles, Miami, New York, Philadelphia, San Francisco, Seattle and Washington DC. These metro areas and their central cities have high population densities and large numbers of no-car households and public transportation commuters. This group is intuitive as encompassing the country's distinctively large, dense, urban centers with a host of leisure and entertainment activities and multi-modal transportation system.

The second group consists of eleven large metro areas that have at least 300,000 people living in urban census tracts but fewer no-car households and public transit commuters and a generally less multi-modal transportation system than the first group. These are Baltimore, Dallas, Detroit, Denver, Houston, Milwaukee, Minneapolis, Phoenix, San Antonio, San Diego and San Jose.

It should be noted that any list of metro areas aimed at capturing size, density and urban character is necessarily arbitrary. A larger list could easily include Portland (Oregon), Las Vegas, Riverside (California), Sacramento, Cleveland and Austin. However, the typology of these 20 metro areas works well in practice to portray patterns of TNC use across different types of urban and suburban land uses.

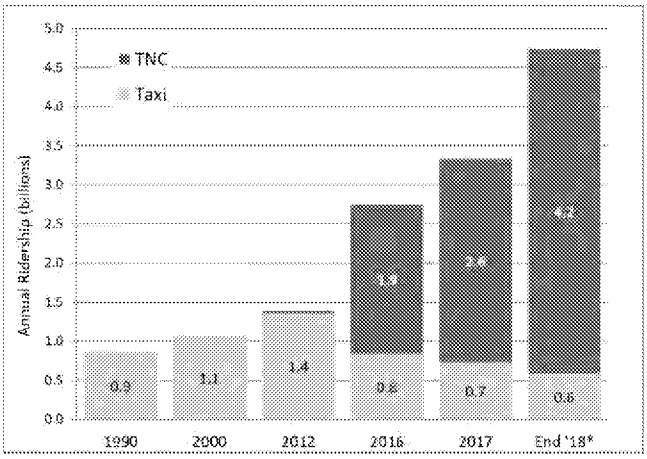
The Appendix contains detailed data on each of the 20 metro areas and their central cities.

3. How Big

Taxicabs for many decades served niche markets ranging from business travelers to low-income households without a personal auto. Cabs were usually readily available at airport taxi stands and downtown hotels and entertainment venues. But otherwise, service availability could be unreliable and wait times unpredictable, with wait times commonly running 10 to 15 minutes or longer. Using a cab was often further complicated by the small-scale and fragmented nature of the industry, with different companies in each local market, each with their own branding and business practices.

TNCs changed all that. Lyft and Uber are now available to nearly all Americans. The same smartphone app can be used throughout the country and internationally. Pick-up times are prominently shown counting down the minutes until the driver arrives. Uber and Lyft are well-known brands and deliver a much more consistent user experience than was possible for taxicabs.

Figure 1. TNC and taxi ridership in the U.S., 1990-2017
(annual ridership, in billions)



Sources: See Methodology section

RIDERSHIP GROWTH

TNCs' popularity has transformed the for-hire sector into a major provider of urban transportation service, rivaling other non-auto modes of travel. Figure 1 shows estimated TNC and taxi ridership over the past quarter century.

TNCs are popularly assumed to have revived a moribund taxi sector. In fact, taxi ridership had been increasing prior to 2012. As shown in Figure 1, taxi ridership grew substantially in the 1990s and 2000s, showing about a 30 percent increase from 2000 to 2012, reflecting growth in population, jobs and tourism in cities across the country.[5]

Not surprisingly, as TNCs started to spread across U.S. cities in 2012, growth in for-hire ridership accelerated, reaching 3.3 billion passengers (2.61 billon TNC and 730 million taxi) in 2017, an increase of 140 percent from 2012.

Uber and Lyft's growth came in part from traditional taxis. About 20 percent of the 2.61 billion TNC ridership in 2017 represents a loss of taxi ridership, which declined by about 50 percent from 2012 to 2017.

TNCs also attracted people from rental cars, buses, subways and personal motor vehicles, with the result that about 80 percent of TNC ridership represents net growth in the for-hire sector.

TNCs continue to grow very rapidly. By the end of 2018, ridership is projected to reach an annual rate of 4.2 billion passengers. At this rate of growth, for-hire ridership (combining TNCs and taxis) will surpass ridership on local buses in the United States by the end of 2018. If current trends continue, the gap will widen over time, given that bus ridership fell from 5.5 billion in 2012 to 4.8 billion in 2017.

GEOGRAPHIC CONCENTRATION OF TNC TRIPS

As shown in Figures 2 and 3, TNC usage is concentrated in the nation's largest and most densely populated urban centers.

- The nine largest and most densely-populated metropolitan areas in the United States accounted for 1.2 billion trips, or 70 percent of TNC trips nationally. This includes 215 million trips in the New York area and a total of 1.0 billion trips in the Boston, Chicago, Los Angeles, Miami, Philadelphia, San Francisco, Seattle and Washington DC metro areas.
- 11 large but less densely-populated metro areas accounted for 171 million trips in 2017. (These 11 metros are Baltimore, Dallas, Denver, Detroit, Houston, Milwaukee, Minneapolis, Phoenix, San Antonio, San Diego, and San Jose.)
- The remainder of the U.S. accounted for 344 million TNC trips.

Figure 2. TNC trips by metro area group, 2017
(annual trips, in millions)

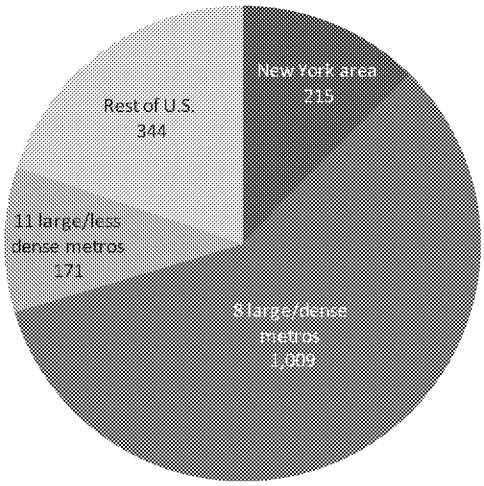
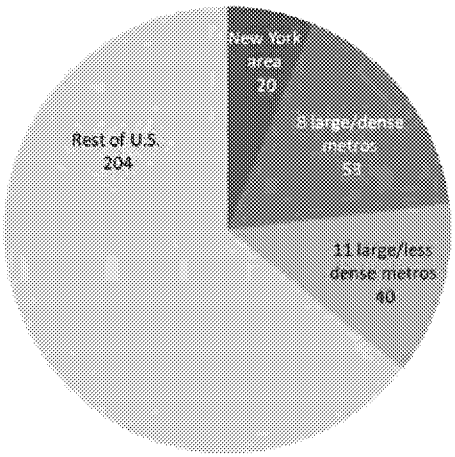


Figure 3. Population by metro area group
(population in millions)



The 8 large metro areas are Boston, Chicago, Los Angeles, Miami, Philadelphia, San Francisco, Seattle and Washington DC metro areas.
The 11 metro areas are Baltimore, Dallas, Denver, Detroit, Houston, Milwaukee, Minneapolis, Phoenix, San Antonio, San Diego, and San Jose.

Sources: See Methodology section.

The 9 large metro areas accounted for 70 percent of all TNC trips while having 23 percent of total U.S. population, indicating much higher usage rates than in the rest of the U.S. (See Figure 3.)

Furthermore, TNC trips are concentrated within the central cities and other census tracts with relatively urban population densities:

- 38 percent of all TNC trips were in the center city of the 9 large metro areas listed above.
- 26 percent were in urban-density census tracts (population densities over 4,000 persons per square mile) outside the central city in these 9 metro areas. Included in this group are cities that are separate from the central city such as Newark, Oakland and Long Beach, and higher-density suburban areas such as Orange County, California.
- 7 percent were in suburban or rural areas in these 9 large metro areas (census tracts with less than 4,000 persons per square mile).

The nine large metro areas have high densities of population and employment, large transit systems and a substantial number of households that do not have a motor vehicle. They also have very substantial levels of entertainment and social activity and draw large numbers of business and leisure travelers. The combination of density, transit usage, relatively low rates of car ownership, and social and entertainment activity contribute to much more frequent use of TNCs among their residents.

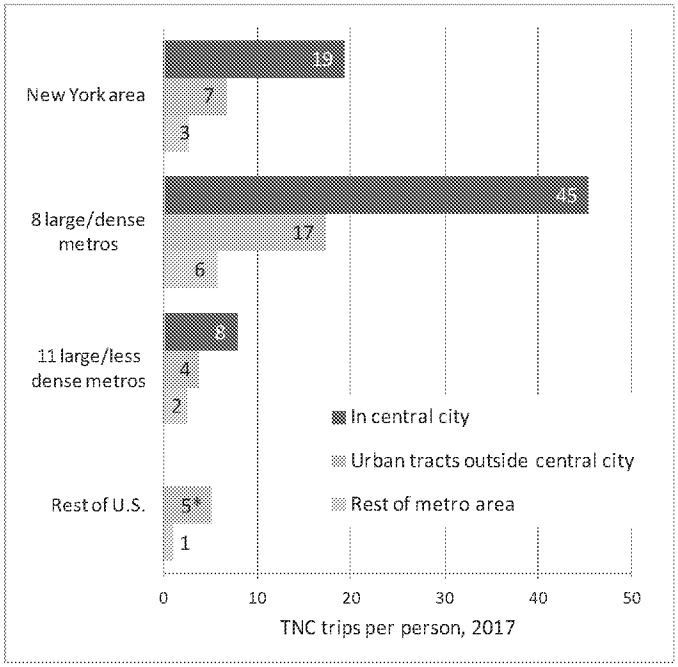
The group of 11 large but less dense metro areas accounted for 10 percent of all TNC trips. Trips were divided about evenly between the central city and the rest of these metro areas.

Outside these 20 large metro areas, TNC trips were split about evenly between urban-density census tracts and areas with suburban and rural population densities.

TRIP RATES

Figure 4 shows trip rates for central cities, urban census tracts outside the central city, and suburban/rural tracts. Annual TNC trips per resident are far higher in the central city and urban portions of large metros than elsewhere in the country. In the central cities of the eight largest, most densely-populated metros (excluding New York), there were 45 TNC trips per person in 2017. Trip rates were lower but still substantial in urban tracts outside the center city (17 trips annually per person) and much lower in suburban and rural tracts (6 per person).

Figure 4. TNC trips per person by metro area size and density, 2017 (TNC trips per person, annually)



* In Rest of U.S., the 5 trips per person is for all urban-density census tracts (over 4,000 persons per square mile) and the 1 trip per person figure is for all suburban/rural tracts.

Sources: See Methodology section.

Perhaps counter-intuitively, TNC trip rates in the New York metro area are lower than for the other 8 large metros. This is primarily because taxicabs account for an approximately equal number of trips as TNCs in the New York area. By contrast, taxi ridership in the other 8 large metros is approximately 15-20 percent of combined TNC/taxi ridership. Using combined New York taxi, TNC and other for-hire services' trip volumes, trip rates for all for-hire services are similar in the New York metro area as in the other 8 large metros.

In the next group of 11 large but less densely-populated metro areas, TNC trip rates are one-third to one-fifth those found in the 8 large metros.

The concentration of TNC trips in the core of just nine major metropolitan areas is quite striking. It underscores concerns discussed in section 7 about potential traffic and transit impacts of TNC growth. At the same time, it should be recognized that a substantial number of TNC trips in these large metro areas are outside the most congested downtown core neighborhoods. News reports have documented the value of Uber and Lyft service in some of these neighborhoods,[6] although studies have also shown mixed results about TNC service in minority areas with relatively less transit service.[7] Equity issues are particularly important where TNCs growth comes at the expense of traditional taxi operations.

Table 1. TNC and taxi trips in selected cities, 2017
(annual trips in millions)

City	2017 trips (millions)		
	TNC	Taxi	Total
San Francisco	75	6	81
Washington DC	45	12	57
Boston	35	6	41
Seattle	20	3	23
New York City*	159	167	326
Manhattan	66	106	172

Table 2. TNC and taxi trips per person in selected cities, 2017

City	Trips per person, annually	
	TNCs	TNC+taxi
San Francisco	86	93
Washington DC	66	84
Boston	54	64
Seattle	33	37
New York City*	19	39
Manhattan	42	108

Data are for central cities (not metro areas).
*New York City includes both Manhattan and the other 4 boroughs.

Sources: Faiz Siddiqui, "As ride hailing booms in DC, it's not just eating into the taxi market — it's increasing vehicle trips," Washington Post, April 23, 2018. Massachusetts Department of Public Utilities, "Rideshare in Massachusetts," available at https://tnc.sites.digital.mass.gov. Kelly Rula, Seattle Department of Transportation (personal correspondence), May 29, 2018. San Francisco estimated based on intra-Manhattan trips reported in San Francisco County Transportation Authority, "TNCs Today," June 2017. Author's analysis of NYC Taxi and Limousine Commission TNC and taxi trip data.

DATA FOR SELECTED CITIES

TNC and taxi trip volumes are available at the city level for a few large cities. In addition, the State of Massachusetts recently released TNC trip totals for all cities in Massachusetts.

Table 1 summarizes the TNC and taxi trip volumes data for San Francisco, Boston, Washington DC, Seattle and New York City overall, and for Manhattan only. (Like San Francisco, Boston and Washington DC, Manhattan comprises the relatively small core of a large metro area and is more comparable in population to the other three cities than is New York City as a whole.)

Table 3. Trip volumes and trip rates in Massachusetts

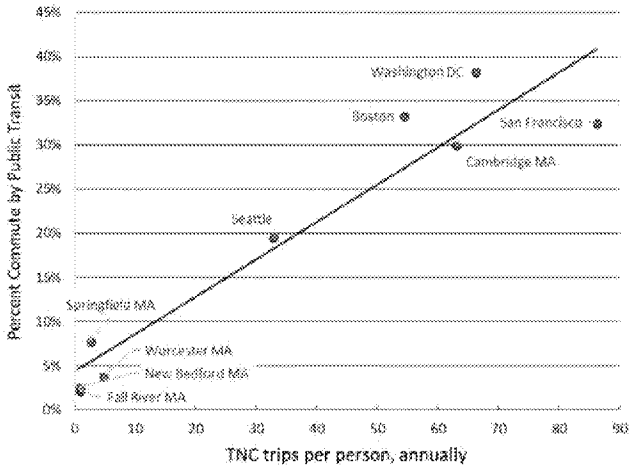
Municipality	TNC trips, 2017	TNC trips per person
Boston MA	34,911,476	54.1
Cambridge MA	6,782,366	62.8
Somerville MA	2,727,951	35.7
Brookline MA	2,074,425	28.3
Newton MA	1,051,030	13.3
Medford MA	966,710	16.3
Quincy MA	957,311	10.3
Malden MA	906,043	14.9
Worcester MA	848,943	4.6
Everett MA	775,773	17.7
Revere MA	722,136	13.6
Waltham MA	711,420	11.4
Chelsea MA	656,686	17.5
Lynn MA	549,822	6.0
Lowell MA	490,389	4.5
Brockton MA	433,885	4.6
Springfield MA	378,381	2.5
Lawrence MA	350,752	4.5
Salem MA	296,482	7.0
Arlington MA	258,133	5.8
Belmont MA	195,807	7.7
Melrose MA	129,355	4.7
New Bedford MA	64,621	0.7
Fall River MA	59,477	0.7
Swampscott MA	51,522	3.6
Marblehead MA	43,184	2.1

Sources: Massachusetts Department of Public Utilities, "Rideshare in Massachusetts," available at https://tnc.sites.digital.mass.gov, and U.S. Census Bureau, American Community Survey for city population.

The number of TNC trips varied from 20 million in Seattle to 75 million in San Francisco and 159 million in New York City in 2017. (See Table 2.) On a per capita basis, San Francisco, Boston, Washington DC and Manhattan have between 42 and 86 TNC trips per person per year. (See Table 3.) Manhattan is at the bottom end of this range, but that is largely because of much higher taxi usage in Manhattan. Combining TNC and taxi trips, Manhattan moves to the top of the list. (See Table 2.)

Among cities in Massachusetts, Cambridge, Somerville and Brookline (in addition to Boston) had at least 28 TNC trips per person in 2017. (See Table 3.) Seattle is also in this range, with 33 TNC trips per person.

Figure 5. TNC trips per person and percent commuting by public transit, selected cities



Sources: TNC trips per person from Tables 2 and 3. Public transit commuters from American Community Survey, average 2011-15. Data are for central cities (not metro areas).

TNC usage closely parallels public transportation ridership. Figure 5 shows TNC trips per person in selected cities where data is available together with the percentage of residents in these cities who commute by public transportation (based on Census data).

As can be seen, cities with higher transit commute shares also have relatively high rates of TNC use. This is further indication of an overlapping TNC and transit customer base. This relationship is not surprisingly since TNCs and transit draw from the same well of people who do not exclusively use their own vehicle to get around. (Note that the graph shows correlation between TNC and transit use. Whether this correlation translates into TNCs being competitive with or complementary to transit is addressed in section 5.)

.

4. Who Uses

From their early days in San Francisco, Lyft and Uber have rapidly gained ridership by offering quick, convenient ride service in major U.S. cities. Closely associated with the popularity of urban lifestyles, their ridership skews urban, young, educated and affluent. Newly released data from the National Household Travel Survey (NHTS) paint a detailed picture of the demographic and trip characteristics of TNC users.

The data presented here are for adults age 18 and over, for TNC and taxi trips in their home area. The relatively small number (about 10 percent) of TNC trips undertaken while out of town all day are not included in these data.

Trip rates shown here are somewhat lower than in the previous section. This reflects in part differences in timing; most of the NHTS data was collected in 2016 whereas trip volumes in the previous section are for 2017. It also reflects underreporting of trips that is common for travel surveys that do not use GPS to track respondents on their travel day.

AGE, EDUCATION, INCOME AND OTHER CHARACTERISTICS

Figures 6 to 8 show rates of TNC use by age, education and income. This section shows results for the following three geographic areas:

- "Urban - 9 metros" is for urban census tracts (over 4,000 persons per square mile) in the nine large, densely-populated and multi-modal U.S. metro areas identified earlier. (Urban census tracts are both in and outside the central city of each metro area.)
- "Other urban" are census tracts with over 4,000 persons per square mile outside the nine large metros. This group combines the 11 large, less-dense metro areas discussed in section 3 with all other urban-density census tracts as the two groups show similar characteristics in the NTHS data.
- "Suburban and rural" are all census tracts with fewer than 4,000 persons per square mile. These include suburban and rural areas within metro areas and in non-metropolitan areas.

These three categories illustrate differences across key variables of city size and density, and urban versus suburban/rural.

Figures 6 to 8 show that TNC usage is generally higher among younger, more educated and higher income residents. In the "urban - 9 metros" census tracts, TNC usage is highest among:

- 25 to 34 year-olds, followed by those age 18-24 and 35-54;
- Residents with a college degree
- Residents living in households with incomes of $50,000 or more.

Older persons, those with less than a college degree and households with incomes under $50,000 show the lowest rates of TNC use in the nine large metros.

Overall trip rates are lower in other urban census tracts and suburban/rural areas as compared with urban residents in the 9 large/dense metros. However, the same patterns hold for age, education and income groups. TNC trip rates are highest among younger, more educated and more affluent residents.

In addition, residents of very low-income households (income under $15,000) use TNCs somewhat more frequently than middle-income residents in these areas. This reflects lower rates of car ownership in this group.

Figure 9 to 11 show TNC usage rates by gender, car ownership and access to smartphones:

- Across geographic groups, men are somewhat heavier users of TNCs than women, but the differences are modest.
- Not owning a car is highly related to TNC use in all geographic areas. Those without a car in their household use TNCs 2.5 times more often than car owners in the "urban - 9 metros" group; 3.6 times more often in the "other urban" census tracts; and 6.6 times more often in suburban and rural areas.
- Another major factor, not surprisingly, is access to a smartphone, which is generally necessary to use TNC services. Figure 11 shows that very few TNC trips are reported by households without a smartphone. (The small number shown may be situations in which a person rode with someone who has a smartphone.) People without a smartphone do, however, use taxicabs at a somewhat higher

Figure 6. TNC trip rates by age

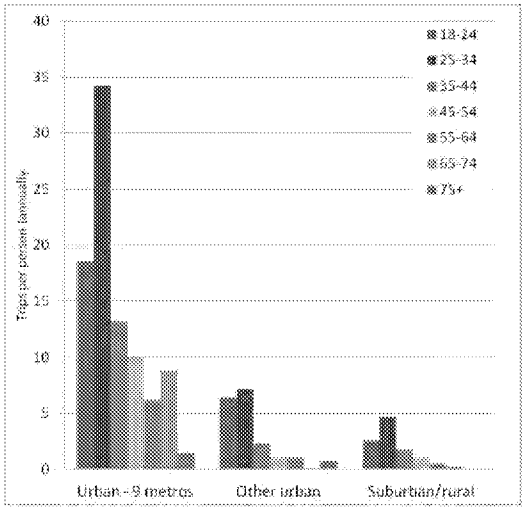


Figure 7. TNC trip rates by educational level

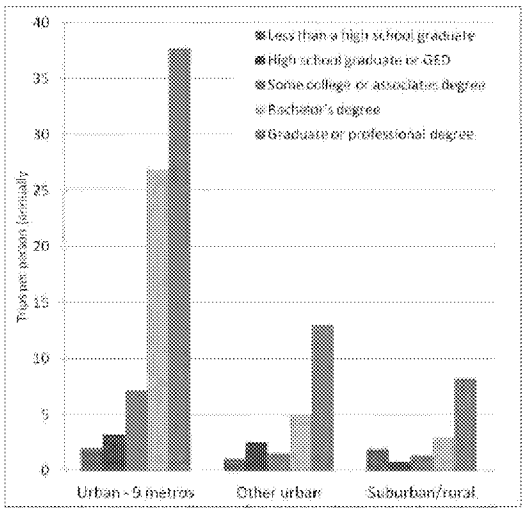


Figure 8. TNC trip rates by household income

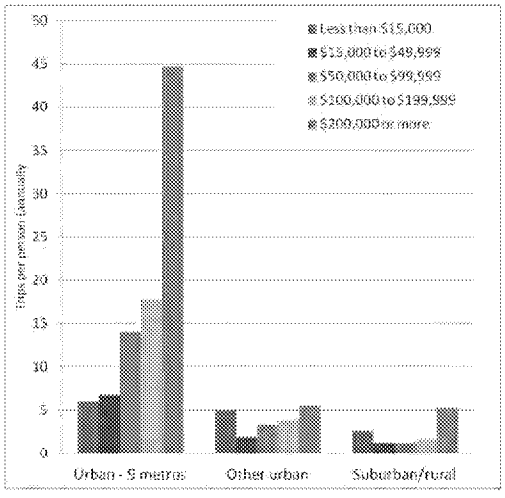


Figure 9. TNC trip rates by gender

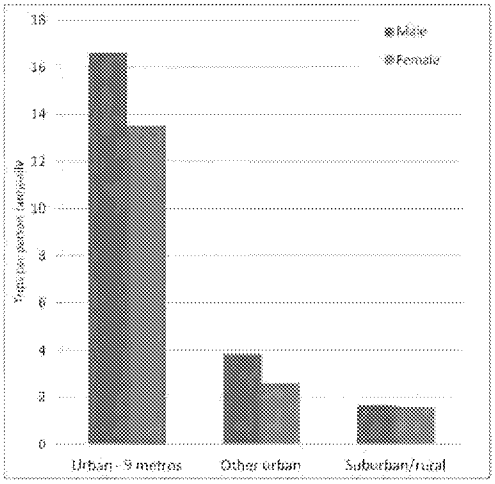


Figure 10. TNC trip rates by whether vehicle is available to the household

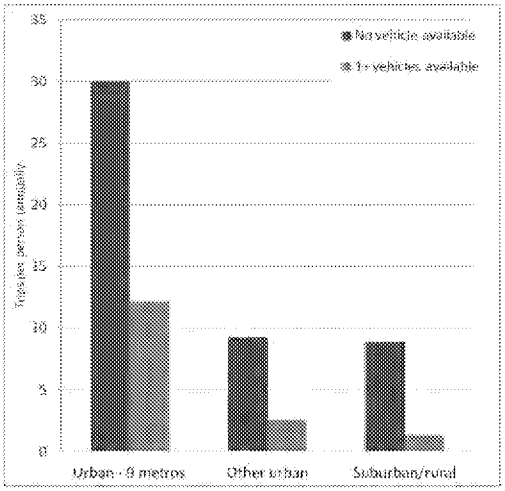
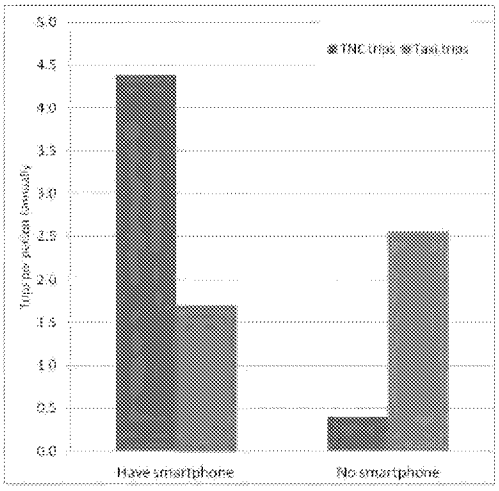


Figure 11. TNC and taxi trip rates by whether traveler has a smartphone available to household



Figures 6 to 12 show annual TNC trips per person, adults age 18 and over, for local travel (not out of town all day)

rate than smartphone owners. The lack of a smartphone likely accounts for higher reliance on taxicabs among non-smartphone owners.

TNC AND TAXI RIDERSHIP

Although TNCs have largely displaced taxis as the main provider of for-hire service in the United States, some areas see more of an even split in ridership between TNCs and cabs.

Figure 12 shows that:

- TNCs account for 90 percent of for-hire (TNC and taxi) trips in the eight large metros outside the New York area;
- In other urban census tracts TNCs account for 80 percent of for-hire trips.
- In suburban and rural areas, trip volumes are about the same for taxicabs as for TNCs.
- There is also a nearly even split in urban census tracts in the New York area (most of which are in New York City).

PEOPLE WITH DISABILITIES

People with disabilities are more reliant on for-hire services, in particular taxicabs, than non-disabled persons. While non-disabled people make 4.1 for-hire trips annually, people with disabilities make twice as many trips (8.2 per year). (National data only; sample size too small for geographic detail.)

People with disabilities are also more reliant on taxicabs than the general population. People with disabilities take 5.9 taxi trips annually, twice their use of TNCs (2.3 trips per year).

TRIP CHARACTERISTICS

TNC trips include a mix of trip purposes that typify travel by other modes. Work trips are about 20 percent of all trips, typical of personal auto use. The other major trip purposes are social and recreational trips and going home. Social and recreational trips are somewhat more frequent in urban areas while work trips are somewhat more frequent in suburban/rural areas. See Table 4.

TNC trips typically travel 6.1 miles with a duration of 23 minutes, implying an average speed of 16 mph. Trips in large, densely-populated metro areas tend to be somewhat shorter (4.9 miles) and slower (13 mph). Trips in suburban and rural areas tend to be somewhat longer in distance (8.7 miles) and faster in speed (20 mph). Table 5 show average TNC trip distance, duration and speed.

Figure 12. TNC and taxi trip rates

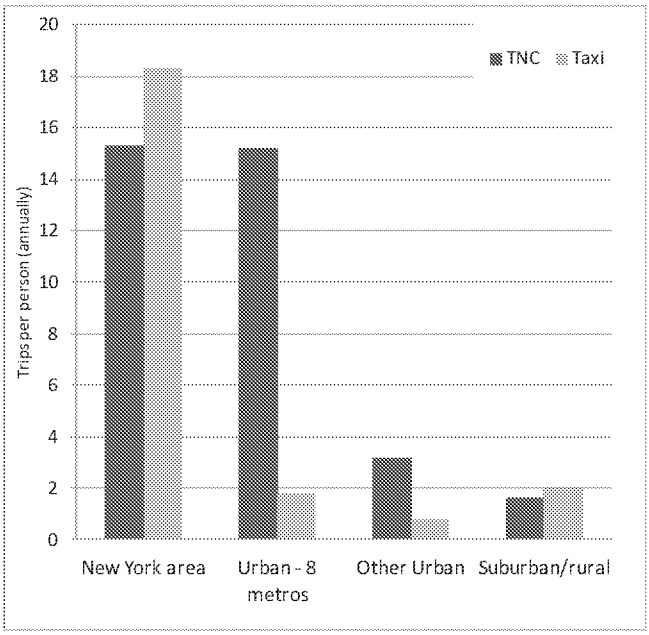


Table 4. Trip purpose for TNC trips

	Urban census tracts			
	Boston, Chicago, DC, LA, Miami, NY, Phil., SF, Seattle metros	Other urban tracts	Suburban and rural	Total
Home	41%	41%	37%	40%
Work	15%	20%	23%	18%
Social/recreational	20%	20%	12%	18%
Meals	7%	5%	6%	6%
Shopping/errands	4%	5%	4%	4%
School/daycare/ religious activity	3%	1%	2%	2%
Medical	2%	3%	4%	2%
Transport someone	1%	0%	3%	1%
Something else	8%	6%	9%	8%
Total	100%	100%	100%	100%

Table 5. Trip characteristics for TNC trips

	Distance (miles)	Duration (min.)	Speed (mph)
Urban - 9 metros	4.9	23	13
Other urban	6.1	20	18
Suburban/rural	8.7	26	20
Total	6.1	23	16

These results are consistent with trip data from several other cities and states. Statewide data for Massachusetts shows trips averaging 4.5 miles and lasting 15.4 minutes, for an average speed of 18 miles per hour. In New York City, the average TNC trip is about 5.5 miles in distance and 24 minutes in duration, reflecting relatively lower traffic speeds.

FOR-HIRE RIDERSHIP AMONG ALL MODES

Although at the national level the vast majority of trips are by personal motor vehicle, TNCs and taxis have an important role, particularly for non-car owning households.

Table 6 shows modal shares broken out for households with no car available, and with one or more cars available. In urban census tracts in the nine large, densely-populated metros, 5 percent of all trips are taken by for-hire modes (TNC and taxi). Notably, the percentage is the same in New York as the other 8 metro areas in this group. A similar mode share is also seen in other urban census tracts across the country.

These figures show that persons living in no-car households rely on a mix of travel modes. Although they do not own a car, about one-quarter of their travel involves an automobile, whether getting a ride from a friend, TNCs or taxis. Among no-car households, TNCs and taxis account for about one-half of auto travel in the urban New York area; one-third in urban census tracts in the other eight large, densely-populated metros, and one in eight auto trips elsewhere in the country.

As would be expected, the picture is quite different among people living in households with one or more motor vehicles available to them. In the urban New York area census tracts, the for-hire share is just 3 percent, dropping to 2 percent in other large metro areas (urban census tracts) and less than one percent in the rest of the United States. Walk and transit use also drop among these households, particularly in suburban and rural areas, where autos account for 88 percent of all trips.

Table 6. Modal shares by whether household has motor vehicle available

	Urban census tracts				
Mode	NY metro area	Boston, Chicago, DC, LA, Miami, Phil., SF, Seattle metros	Other urban tracts	Suburban and rural	Total
HOUSEHOLDS WITH NO VEHICLE AVAILABLE					
Auto	4.6%	12.0%	26.9%	35.5%	21.6%
Bus	7.7%	16.3%	18.2%	10.1%	11.8%
Rail	22.7%	9.4%	2.5%	0.3%	8.3%
Taxi/TNC	5.1%	5.2%	3.7%	5.4%	5.0%
Walk	54.4%	50.8%	38.0%	33.1%	42.8%
Other	5.5%	6.4%	10.6%	15.7%	10.5%
Total	100.0%	100.0%	100.0%	100.0%	100.0%
HOUSEHOLDS WITH 1+ VEHICLES AVAILABLE					
Auto	62.1%	74.4%	83.6%	88.1%	85.3%
Bus	2.0%	1.5%	0.9%	0.3%	0.6%
Rail	7.4%	2.8%	0.4%	0.2%	0.8%
Taxi/TNC	3.3%	1.7%	0.6%	0.3%	0.6%
Walk	22.2%	15.8%	10.6%	6.9%	8.8%
Other	3.0%	3.9%	3.9%	4.2%	4.1%
Total	100.0%	100.0%	100.0%	100.0%	100.0%

Sources: National Household Transportation Survey, 2016-17. Ridership for bus, rail and taxi/TNC are adjusted to match administratively-derived ridership for each mode. Auto, rental car, walk and other are adjusted by factor of 1.16 from NHTS based on average adjustment for bus, rail and taxi/TNC.

Notes: "Urban" defined as census tracts with 4,000 persons/sq. mile or more.

Rail includes subway, light rail, streetcar, commuter rail and Amtrak.

Transit trips are unlinked trips (e.g., bus-to-Metro counts as two trips).

5. Better for Cities?

The previous two sections of this report profiled trip volumes and user and trip characteristics. This section and the next two sections address three questions about the role of TNCs in American cities. First, are TNCs good for cities in the ways that TNCs currently assert? Second, what benefits do they bring to cities that public policy should consider supporting financially or otherwise? Third, what public policies should be considered to address traffic and transit trends related to TNC growth?

The last section of this report then discusses implications for a future world of self-driving vehicles.

TNCS' GOOD-NEWS STORY

TNCs tell a good-news story about how TNCs benefit urban America. They declare that their competition is the personal auto, not public transit. They say their services will strengthen urban transportation systems and their mission is to make car ownership obsolete. They hope to help usher in a new era of multi-modality where most trips are taken in shared and environmentally sustainable modes including shared TNC trips, buses and subways.

However, prominent reports and news articles published over the last 18 months have led to concerns about the relationship between TNC growth, worsening traffic congestion (see box at right) and nearly across-the-board drops in transit ridership in major American cities.

TNCs have pushed back against the narrative that they promote automobility and unsustainably increase traffic congestion while also weakening public transportation. Each of the good-news claims thus deserve careful consideration.

COMPETING WITH THE PERSONAL AUTO?

TNC impacts on auto usage can be assessed through recent research that has focused on large, densely-populated metro areas where traffic and transit issues are most often raised.

First, as has been widely publicized, surveys of TNC users have consistently found greater impacts on public transit than personal vehicle use. The research summary on the next page shows results from studies conducted by academic and governmental researchers. Although the results vary somewhat by locality, the overall picture is clearly that most TNC users

RESEARCH SUMMARY

TRAFFIC IMPACTS

TNCs added 976 million miles of driving to New York City streets from 2013 to 2017. [Schaller Consulting 2018]

"Ride-hailing is likely adding vehicle miles traveled in [seven] major cities." [Clewlow 2018]

TNC usage increased vehicle miles traveled by 85% in the Denver area. [Henao 2017]

TNCs account for 20-26% of trips in the [S.F.] downtown and South of Market areas at peak, "likely exacerbating existing peak period congestion." [SFCTA 2017]

"Ride-hailing is adding new auto trips ... [and] exacerbating congestion on the [Boston] region's roadways." [MAPC 2017]

Sources: see page 17.

would have taken public transportation (15-50 percent), walked or biked (12-24 percent), or not made the trip (2-22 percent) had TNCs not been an option. Consistently across surveys, about 40 percent would have used a personal vehicle or taxi, with surveys generally showing about an even split between the two.

Thus, the overall results show about 60 percent would go by transit, walking, biking (or not make the trip) while about 20 percent would have used their own car and 20 percent a taxi.

These results clearly show that instead of "replacing the personal auto," TNCs in large cities are primarily supplanting more space-efficient modes such as bus, subway, biking and walking.

Survey results also detailed on the next page show the limited appeal of TNCs as compared with personal auto travel. The main reasons to choose TNCs over personal auto are to avoid the cost or hassle of parking and to avoid drinking and driving. These motivations are consistent with trip data showing that

RESEARCH SUMMARY

MODE TO USE IF NOT TNC

Results from asking what mode survey respondents would have used had ride-hailing service not been available.

UC Davis study of 7 large metros (4,094 residents of Boston, Chicago, Los Angeles, New York, San Francisco, Seattle and Washington DC areas)

- 39% drive alone, carpool, taxi
- 15% rail
- 17% walk
- 7% bike
- 22% not made the trip

[Clewlow 2017]

Boston area (survey of 919 Boston area residents)

- 18% personal vehicle
- 23% taxi
- 42% public transportation
- 12% walk or bike
- 5% would not have made the trip

[MAPC 2018]

New York City (616 NYC residents; multiple responses)

- 12% personal vehicle
- 43% taxi or car service
- 50% public transportation
- 13% walk
- 3% bike
- 2% would not make trip

[NYCDOT 2018]

Denver area (300 Denver-area Uber and Lyft users)

- 26% personal vehicle
- 10% taxi
- 5% other TNC
- 11% ride with someone else
- 22% public transportation
- 12% walk or bike
- 12% would not have made the trip

[Henao 2017]

California: (208 California residents age 18-50 who use Uber or Lyft at least once a month; multiple responses):

- 35% personal vehicle
- 22% ride with someone else
- 51% taxi
- 33% public transportation
- 19% walk or bike
- 4% van or shuttle
- 9% not made trip

[Circella 2018]

RESEARCH SUMMARY

REASONS TO USE

Results from asking why TNC patrons use ride-hailing services instead of other modes (personal vehicle or transit).

UC Davis study of 7 large metros (4,094 residents of Boston, Chicago, Los Angeles, New York, San Francisco, Seattle and Washington DC areas)

Use TNC instead of **personal auto**:

- Avoid DUI
- Parking is difficult to find
- Parking is expensive
- Often going to airport

Use TNC instead of **transit**:

- Transit too slow
- Not available/too few stops or stations
- Transit unreliable

[Clewlow 2016]

Boston area (919 Boston area residents; multiple responses)
Use TNC instead of other options:

- 61% quicker than transit
- 35% no car available
- 23% parking difficult/expensive
- 19% weather
- 18% no available transit
- 12% cannot drive
- 9% multitasking options

[MAPC 2018]

Denver area (survey of 300 Uber and Lyft users)
Use TNC instead of other options:

- 37% going out/drinking
- 20% parking is difficult/expensive
- 17% do not have car available
- 9% cost
- 4% do something while I am riding
- 2% time (e.g. in a rush)
- 2% weather

[Henao 2017]

Sources: see next page.

TNC trips are concentrated in dense urban centers where parking is most likely to be scarce and expensive, and show heavy trip volumes in the late evening when the bars let out.

Notably, only a few percentage of auto users choose TNCs due to convenience or speed of travel. TNCs are thus not attracting drivers on the core mode choice attributes of speed, reliability or comfort. By contrast, the main reasons that people switch from transit to TNCs involve these core attributes: transit too slow, unavailable or unreliable.

In sum, TNCs mainly draw from sustainable and space-efficient modes. They show little appeal for the vast majority of auto trips which do not involve significant parking cost or the desire to avoid driving while under the influence.

SUPPORTING MULTI-MODAL TRAVEL?

There are clearly instances in which the availability of TNC service results in additional public transportation, walking or biking trips. One might take the train or bus to work in the morning, for example, then use a TNC for the late-evening trip home. TNCs can help people use a combination of public transportation and TNCs rather than renting a car when traveling out of town. They also provide valuable access to transit service, as when people take a TNC to a major rail station. People can also combine TNCs, transit, walking and bike share for different portions of a day's itinerary, as they are not tethered to where their car is parked.

Sources used on previous two pages:

[*Circella 2018*] Giovanni Circella, Farzad Alemi, Kate Tiedeman, Susan Handy, Patricia Mokhtarian, "The Adoption of Shared Mobility in California and Its Relationship with Other Components of Travel Behavior," Institute of Transportation Studies, University of California, Davis, March 2018.

[*Clewlow 2017*] Regina R. Clewlow and Gouri Shankar Mishra, "Disruptive Transportation: The Adoption, Utilization and Impacts of Ride-Hailing in the United States," Institute of Transportation Studies, University of California, Davis, October 2017.

[*Henao*] Alejandro Henao, "Impacts of Ridesourcing--Lyft and Uber--on Transportation including VMT, Mode Replacement, Parking, and Travel Behavior," Doctoral Dissertation Defense, January 2017.

[*MAPC*] Metropolitan Area Planning Council, "Fare Choices: A Survey of Ride-Hailing Passengers in Metro Boston," February 2018.

[*NAS 2018*] National Academies of Sciences, Engineering, and Medicine, *Legal Considerations in Relationships Between Transit Agencies and Ridesourcing Service Providers*, The National Academies Press, 2018;

[*NYCDOT 2018*] New York City Department of Transportation, "NYC Mobility Report," June 2018.

[*Schaller 2018*] Schaller Consulting, "Making Congestion Pricing Work for Traffic and Transit in NYC," March 2018

[*SFCTA 2017*] San Francisco County Transportation Authority, "TNCs Today," June 2017.

These examples show that TNCs support a multi-modal network for some trips, enabling travelers to leave their car at home for the day.

But one needs to look beyond individual examples to assess whether on TNCs' overall effect is to support the goal of a multi-modal system by helping shift people from personal auto to more space-efficient and environmentally sustainable modes, or the opposite. The answer from survey data is quite clear. Overall, TNCs contribute much more to automobility than to transit or other non-auto modes:

- As cited above, most TNC trips involve shifting from sustainable modes (transit, walking, biking) than from the personal auto. The net result is more driving mileage and less use of public transit.

- Remarkably few TNC trips are for the purpose of connecting to public transit. TNCs try to suggest the opposite by pointing to a substantial number of trips that start or end near a transit station. Yet those trips do not necessarily involve transferring to transit at that station; passengers could simply be going to local destinations near the transit stop. Research in the Boston area found that 9 percent of home-based TNC trips were used to reach a transit connection and 4 percent of trips returning home were from a transit connection.[8] A New York City survey found that 0.4 percent of transit trips used a for-hire vehicle to connect to transit and 0.9 percent used a for-hire service to connect from transit.[9] A national survey found that only 7 percent of TNC users combine TNC trips with public transit on at least a weekly basis, while 35 percent do so at least occasionally.[10]

Overall, then, while TNCs can be a useful part of a multimodal system, just as taxis have been for many years, their growth has clearly subtracted rather than added to the use of transit, walking and biking which are the cornerstones of a healthy multi-modal system.

REDUCING TRAFFIC WITH SHARED RIDES?

A now-defunct company named Sidecar was the first to offer door-to-door service using nonprofessional drivers. Sidecar called its service "rideshare" because its goal was to enable smartphone users to "hitch a ride" with people already driving for their own purposes between two locations.[11]

When this new form of carpooling did not catch on, Sidecar – quickly followed by Lyft and Uber – switched to a service model in which drivers go where the customer wants to go, not vice versa.

This taxi-like service continues to be the bedrock of Lyft and Uber's business. Their remarkable growth has been built on offering what customers view as a better version of conventional taxicabs. But while most TNC trips continue to be private rides, Uber and Lyft are now heavily investing in improving and promoting their shared services.

Their efforts have lifted UberPOOL to 20 percent of Uber trips in the major cities where it is offered, according to the company. Lyft says that 37 percent of users in cities with a Lyft Line option request a Lyft Line trip. But the number of matched trips which results in the ride being shared is substantially lower (22 percent in New York City compared with 23 percent for Uber in February 2018, the latest month available).[12]

Uber, Lyft and others believe that increasing the number of shared rides will serve to reduce overall miles of driving. This assertion has rarely been questioned, perhaps understandably given the intuitive appeal of the idea that putting several people in a car together will economize on the overall vehicle miles.

This assertion should be examined closely. If shared rides reduce overall driving, then shared rides could be effective in reducing congestion and deserving of supporting public policy actions. Conversely, if shared rides are like private rides (e.g., UberX and Lyft), and add to congestion, then pushing more people into shared vehicles will be ineffective in offsetting the substantial increases in driving that occur with UberX and Lyft private rides.

Fortunately, there is now enough publicly available data to determine effects on overall mileage.

The starting point is to compare mileage impacts from private ride TNC service with using one's own vehicle, and then add shared rides to the equation. Table 7 shows trip characteristics for cities where data is available. The average TNC trip among these cities is 5.2 miles (similar to results from NHTS) with 3.0 miles between trips. The latter figure includes 2.1 miles while drivers wait for their next trip and 0.9 miles to drive to the pick-up location. These averages are used to reflect typical TNC operations in major U.S. cities.

The baseline case is a personal auto trip in which both the traveler and vehicle travel 5.2 miles. (See Column A in Table 8 on the next page.)

Private ride TNC trips also involve 3 additional miles between passenger trips for a total of 8.2 miles from a private ride TNC trip. Assuming that the passenger is replacing a personal auto trip with the TNC trip, the switch increases total

WHAT'S BEING SAID

RIDE SHARING

"We think carpooling is very much the way of the future. Not only for our service, but we think the transformation of car ownership towards carpooling is going to be tremendously beneficial for cities, for the environment, for congestion, pollution, etc."
– Ethan Stock, Uber director of product for shared rides

"You share a car with someone else, and it kind of feels a little weird. ... and then the question of, 'when exactly am I going to get there?' are real friction points that we have had to fight, and that's why we are investing very heavily in this mode of transport."
– Uber CEO Dara Khosrowshahi

"We're making a really strong commitment about shared rides. We're making a commitment that by 2020, 50 percent of all Lyft rides will be shared.... We believe Lyft and shared rides are extremely complementary to public transit."
– Joseph Okpaku, Lyft V.P. of government relations

* * *

This report: "***Even with highly optimistic assumptions about shared ride adoption, TNC growth adds substantially to traffic in major U.S. cities.***"

Table 7. Passenger miles and total miles for TNC trips

	Miles between trips					
	Waiting	Drive to pick-up	Total	Passen-ger trip	Total miles per trip	Pct miles with pax
New York City	2.8	0.7	3.5	5.1	8.6	59%
Chicago	2.5	0.7	3.2	4.7	7.9	59%
San Francisco	1.4	0.6	2.0	4.1	6.1	67%
Denver area	1.5	1.4	2.9	7.0	9.9	71%
Average	**2.1**	**0.9**	**3.0**	**5.2**	**8.2**	**63%**

Sources: Carolyn Said, "Lyft trips in San Francisco more efficient than personal cars, study finds," *San Francisco Chronicle*, January 5, 2018; Alejandro Henao, "Impacts of Ridesourcing–Lyft and Uber –on Transportation including VMT, Mode Replacement, Parking, and Travel Behavior," Doctoral Dissertation Defense, January 2017; and author's analysis of NYC Taxi and Limousine Commission TNC trip data. Mileage with passenger of 63% is consistent with statewide California average of 61%; see Simi Rose George and Marzia Zafar, "Electrifying the Ride-Sourcing Sector in California," California Public Utilities Commission, April 2018.

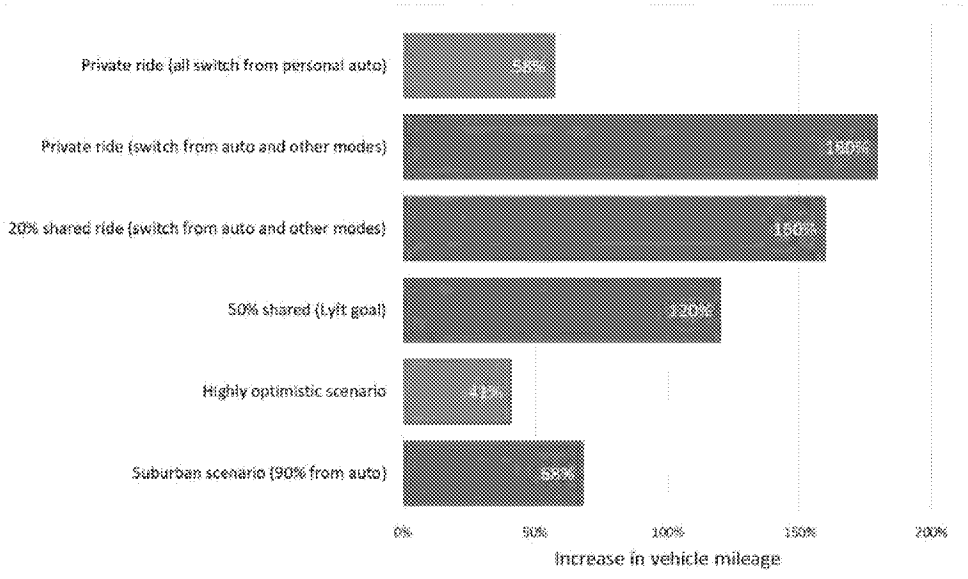
miles by 58 percent. (See Column B.) Even if one allows for somewhat higher mileage for personal trips from searching for parking, TNC trips clearly result in higher overall miles driven.

The next column takes account of the fact that most TNC trips do not replace personal auto trips. As shown in Table 8, TNC trips mostly replace transit, walking and biking trips; this switch creates entirely new miles on city streets. About 20 percent of TNC users in major U.S. cities would have used a personal vehicle if the TNC were not available, and 20 percent would have taken a taxicab. (This distinction is important because taxis have cruising miles between trips, which is accounted for in this analysis.)

Table 8. Change in overall mileage from TNC private ride and shared ride trips

Column:	A	B	C	D	E	F	G
	Personal vehicle	Private ride (all switch from personal auto)	Private ride (switch from auto and other modes)	20% shared ride (switch from auto and other modes)	50% shared (Lyft goal)	Highly optimistic scenario	Suburban scenario (90% from auto)
Mileage							
Between passenger trips	0	3.0	3.0	3.0	3.0	1.1	4.0
Per passenger	5.2	5.2	5.2	5.2	5.2	5.2	7.0
Shared trips							
Pct of all trips		0%	0%	20%	50%	75%	10%
Amount of trip shared		0%	0%	52%	65%	75%	52%
Pct with 3+ pax		0%	0%	2%	13%	38%	1%
Amount of trip shared		0%	0%	67%	80%	80%	67%
Previous mode							
Driving		100%	20%	20%	20%	20%	90%
Taxicab		0%	20%	20%	20%	20%	0%
Transit/walk/bike/no trip		0%	60%	60%	60%	60%	10%
Total vehicle miles per passenger							
Using TNCs		8.20	8.20	7.62	6.46	4.14	10.61
Using previous mode	5.2	5.20	2.93	2.93	2.93	2.93	6.30
Change		3.00	5.27	4.69	3.53	1.20	4.31
Percent change in vehicle miles		**58%**	**180%**	**160%**	**120%**	**41%**	**68%**

Figure 13. Summary of change in overall mileage from TNC private ride and shared ride trips



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Column C shows the effect of taking account of this distribution of previous modes: a 180 percent increase in overall mileage. Put another way, before taking account of shared trips, TNC usage replaces each mile of personal motor vehicle use taken off the road with 2.8 TNC miles.

Taking account of shared trips modestly mitigates this large increase. Using typical 2017 levels of sharing (20 percent), produces a 160 percent increase in overall mileage. (Column D.) With sharing, each mile taken off the road is replaced with 2.6 TNC miles.

Applying these results to the trip volumes for large, densely-populated metro areas and specific cities where trip counts are available yields the following estimates for additional mileage due to 2017 TNC operations. These estimates assume that 40 percent of TNC trips "replace" auto trips (split evenly between personal auto and taxi), and the mileage figures in Column D of Table 8.

Overall, TNCs are estimated to add 5.7 billion miles of driving in the 9 large metro areas. City-specific estimates range from 94 million additional miles in Seattle to 352 million miles in San Francisco and nearly 1 billion miles in New York City.

These estimates underscore the results of other recent studies finding that TNCs lead to increased miles of driving in large, dense, multi-modal cities that account for most TNC trips.

Table 9. Estimated additional mileage from TNC growth

	TNC trips (M)	Add'l mileage (M)
9 large/dense metros	1,224	5,742
City		
San Francisco	75	352
Washington DC	45	211
Boston	35	164
Seattle	20	94
New York City	159	976

Additional mileage includes miles with passengers and mileage between trips and takes account of mileage reductions from patrons switching from personal vehicle and taxi. Does not include driving at the start and end of the day between drivers' home and positioning for the first trip.

Individual cities are central cities (not metro areas).

Sources: TNC trips are from Table 1. Additional mileage is based on 4.69 additional miles per TNC trip from Column D of Table 8, except for New York City. Source for NYC is more detailed analysis and results presented in Schaller Consulting, "Making Congestion Pricing Work for Traffic and Transit in NYC," March 2018.

These large increases in miles driven come about because of the combination of several factors:

- Fewer than one-half of TNC trips take a car trip off the road, meaning that most TNC trips represent entirely new miles of driving on city streets;
- TNC drivers must drive to the pick-up location, and drive between trips, also adding to overall mileage; and
- Only part of every shared trip involves multiple passengers, since there is generally some mileage between the first and second passenger pick-ups, and between the last and second-to-last drop-offs.[13]

TNCs have said that their operations will reduce overall traffic as the use of pooling grows. Lyft recently announced a goal of 50 percent of trips being pooled by 2022. Results in Column E are based on 50 percent of trips being shared (more than double the current rate) and assume that a quarter of shared trips involve sharing among three passengers rather than just two. As shown in Column E, achieving Lyft's goals would still create a 120 percent increase in overall mileage.

It is notable that even in extremely optimistic scenarios, TNC growth produces more miles of driving. Column F shows a case that assumes a very high rate of pooling (75 percent), many fewer vacant miles between trips and much more time is spent with multiple passengers in the vehicle. The result is still a 41 percent increase in overall mileage on city streets. (Column F.)

These results make clear that even with highly optimistic assumptions about shared ride adoption, TNC growth adds to traffic in major U.S. cities, with potentially quite large implications for both traffic congestion and transit ridership.

These results do not significantly change in suburban settings, even though far more people would have taken their own vehicle for the trip instead of a TNC. The one study that looked systematically at mode shifts outside large, dense cities was conducted in California. It showed that about 90 percent of TNC users would have driven their own motor vehicle instead of taking a TNC. Shared options generally are not offered in suburban settings, but assuming that 10 percent of trips are shared, the increase in mileage would be 68 percent. (Column G.)

Figure 13 summarizes the results of this analysis. In every conceivable case, TNCs increase miles of driving on city streets as well as on suburban streets. Even with extremely optimistic assumptions about how far TNCs can take shared trips, there is more mileage.

In areas where TNCs comprise a tiny fraction of traffic volumes, these increases amount to small additional traffic. It may well be worth the trade-off for greater mobility, particularly for people who do not currently have access to a motor vehicle. For most places that TNCs operate, the added mileage may not merit attention from public policy-makers.[14]

Where TNC trip volumes are large, however, the increased traffic can be considerable and likely merits attention. Public policy options suitable to these areas are discussed in section 6 of this report.

MAKING THE PERSONAL AUTO OBSOLETE?

TNCs have recently begun to boldly say that their goal is to make the personal auto obsolete. Their vision for transforming the transportation system involves shared trips replacing most if not all personal auto travel. They believe this will make for a far more efficient (and with self-driving cars, safe) transportation system.

For this to occur, people who now drive themselves around town would obviously need to decide to switch over to TNCs. But while TNCs see this is producing benefits, the above analysis shows that the result would be catastrophic for cities, adding about 68 percent more mileage to suburban streets and nearly tripling mileage in large central cities.

Even if, as TNCs envision, most people used shared trips, central city traffic would still increase very substantially even under the most optimistic scenarios. The transformation assumes that people would voluntarily give up the convenience of jumping into their own cars in favor of shared trips that involve walking to a pick-up location and waiting for the vehicle to arrive. The evidence supports this assumption when they save on parking costs or avoid drinking and driving. Otherwise, few auto users make the switch to today's TNCs and are unlikely to do so in the future.

NEW AUTOMOBILITY – PERSONALLY OWNED VEHICLES

While this report focuses on increased auto usage from the rise of TNCs, there is larger and equally important picture of trends in auto use in American cities.

After leveling off or even declining earlier in this century, vehicle miles of travel (VMT) has increased nationally since 2011.[15] Unfortunately, city-level VMT data are not generally available. Vehicle ownership can be used as a proxy for vehicle mileage, however, as changes in auto ownership tend to be reflected in changes to auto use.

Census data show that auto ownership has increased in nearly all large U.S. cities since 2012 and in nearly all cases exceeded population growth. Table 10 shows that the aggregate number of household vehicles increased in each of the 9 large, densely-populated cities as well as the 11 large, less-densely populated cities discussed in earlier sections. The average increases were similar – 8 percent for the first group and 11 percent for the second group. In all but three cities (Washington DC, Seattle and San Antonio), the rate of vehicle growth exceeded the rate of population growth.

These findings are consistent with studies showing increases in vehicle registration in the Los Angeles area and in Washington DC and New York City.[16]

Table 10. Aggregate Household Vehicles by City, 2012-16

	Aggregate HH vehicles				
City	2012	2016	Change	Pct change	Popn. change
9 large/dense cities					
Miami	183,041	214,068	31,027	17%	10%
Boston	218,673	252,757	34,084	16%	6%
Seattle	397,873	443,564	45,691	11%	11%
Los Angeles	2,050,488	2,233,586	183,098	9%	3%
San Francisco	362,766	395,087	32,321	9%	5%
Philadelphia	568,504	610,005	41,501	7%	1%
New York	1,842,155	1,961,602	119,447	6%	2%
Chicago	1,114,784	1,182,970	68,186	6%	0%
Washington	228,918	242,612	13,694	6%	8%
Total	**6,967,202**	**7,536,251**	**569,049**	**8%**	**3%**
11 large/less-dense cities					
Dallas	705,973	817,739	111,766	16%	6%
Denver	408,493	472,271	63,778	16%	9%
Houston	1,198,358	1,383,986	185,628	15%	7%
Phoenix	838,147	951,352	113,205	14%	8%
San Jose	614,614	677,914	63,300	10%	4%
San Diego	826,760	893,725	66,965	8%	5%
San Antonio	793,972	849,515	55,543	7%	8%
Detroit	279,563	298,618	19,055	7%	-4%
Minneapolis	219,583	232,763	13,180	6%	5%
Milwaukee	293,808	304,831	11,023	4%	-1%
Baltimore	253,992	260,881	6,889	3%	-1%
Total	**6,433,263**	**7,143,595**	**710,332**	**11%**	**8%**

Source: U.S. American Community Survey. Data are for central cities (not metro areas).

6. Opportunities for Public Benefits

TNCs' benefits to individual users – fast, reliable and affordable taxi-like service -- have fueled their popularity and rapid growth. Their mostly affluent customers feel that the service is a good value for the money and are willing to pay the full fare.

For some types of trips, however, the full fare is unaffordable but there is a public interest that supports public subsidies. This section reviews the experience with various pilot programs across the country in cities of widely varying size, where officials saw public benefits and contracted with TNCs or other private providers.

Experience with these pilots is valuable in pointing to which approaches hold the most promise for larger-scale implementation, and how they can best fit with more conventional transit services.[17] As will be seen, a central takeaway is that TNCs and microtransit tend to best fit where trips are thinly dispersed over a geographic area and in cases where users need to be picked up at their doorstep.

LIFELINE TRANSPORTATION

There is a long history of taxicabs participating in Dial-A-Ride programs for seniors and persons with disabilities who lack access to a personal car or the financial means to pay for a taxi. Public subsidies are needed for patrons to obtain medical care, go shopping, socialize at senior centers, attend religious services and so forth. The policy rationale for these subsidies is the public interest in the health and well-being of seniors, persons with disabilities and other eligible participants such as non-senior low-income persons.

TNCs have recently started to participate in these programs, sometimes alongside taxis and other companies that provide contracted transportation service, and in some cases substituting for discontinued bus services. Laguna Beach, for example, contracted with Uber to supplement transportation for senior and disabled passengers following curtailments of local bus service.

The Pinellas Suncoast Transit Authority in the Tampa and St. Petersburg, Florida area, conducted a two-year pilot with Uber, a cab company and a wheelchair van provider for on-demand trips at night to or from work to participants in an agency program for transportation-disadvantaged persons.

After an initial microtransit pilot involving the now-defunct company Bridj, the Kansas City Area Transportation Authority is using taxis in its RideKC Freedom program, serving older adults and persons with disabilities with same-day service scheduled through a mobile app or by telephoning a call center. Via is developing with the city of Berlin, Germany a van service that complements existing transit service, focusing on late night and weekend travel.[18]

SUPPLEMENTING ADA PARATRANSIT

Somewhat similar to this historically has been taxi participation in transit agency paratransit programs that are mandated under the federal Americans With Disabilities Act (ADA). Cost savings have been the main impetus for transit agencies to contract with taxi companies to provide ADA paratransit trips. In some cases, taxis simply substitute for paratransit vans, usually at a lower per-trip cost. In other cases, taxis are used as a back-up to handle trips for which there are no paratransit vans readily available. Taxis can also be provided as an option to the regular paratransit vans and may be available for same-day trip requests rather than having to request a day or more in advance.[19]

TNCs have recently started to participate in these programs as well. A prime example is the pilot by the Boston area transit agency (MBTA) that involves Uber, Lyft and other companies. ADA paratransit users are offered the option of using one of these three companies instead of the regular ADA service. They can make same-day reservations instead of having to call a day or more in advance. Riders pay the same $2 fare and any amount over $15 (making for a subsidy of up to $13 per trip). Lyft provides a call center under its Lyft Concierge program, while Uber addressed smartphone issues by giving away smartphones to some users.

Another example is the transit agency in Las Vegas, Nevada, which began a pilot earlier this year with Lyft to provide on-demand paratransit service.

CONNECTING TO PUBLIC TRANSIT

There has been a great deal of interest across the country in using new mobility services to complement available public transportation services. Among the most discussed are "first mile" and "last mile" services that connect the customer's

starting point or final destination to transit and offering publicly subsidized transportation in areas without any conventional public transit.

The earliest pilots in this area were generally in smaller towns where a mayor or transit agency head championed the idea of piloting the use of TNCs or microtransit. Pilots included "first mile/last mile" services sponsored by city governments in Almonte Springs, Florida; Centennial, Colorado; and Summit, New Jersey; and by transit agencies in Pinellas County, Florida; Sacramento, California and Dayton, Ohio. Pilots provided subsidies that covered part of the Uber or Lyft fare for residents traveling to or from transit hubs and in some cases other local destinations.

Several larger transit agencies are exploring the feasibility and value of various microtransit service models. For example, King County Metro in the Seattle, Washington area recently began serving first mile/last mile trips between commuters' homes and transit hubs. The service was needed due to limited parking at Park & Ride facilities. Via currently operates a service in Kent, U.K., outside London, that serves mainly reverse-commuters.[20]

PROVIDING SERVICE IN HIGHLY DISPERSED TRAVEL MARKETS

Another approach explicitly seeks to use TNCs and sometimes taxis and other contract transportation providers where trips are too geographically dispersed to be served by conventional fixed-route buses. The idea is to design the service to go only where customers want to go, in contrast to fixed-route buses that serve stops where there are often no passengers.

One of the most widely-publicized pilots is in Innisfil, Ontario, a town of 36,000 about an hour north of Toronto. The city contracted with Uber to provide subsidized rides to key destinations such as a town hall/recreational complex, employment center, and regional bus stops and train stations. Passengers pay $3 to $5 and the city subsidizes the remainder of the Uber fare. Subsidies average $5.62 per trip, significantly lower than what the city estimated fixed route buses would cost.

Similarly, the City of Arlington, Texas contracted with Via to provide on-demand trips in a zone within the city. Riders pay $3 per person. Typical trips connect a regional rail station to employment centers and a University of Texas campus.

In the San Francisco East Bay communities of Fremont and Newark, AC Transit tested a "Flex" service using its own 16 passenger vans and its contracted paratransit provider. AC Transit's overall objective was to address declining ridership, improve service quality and redesign its route structure, particularly in low-density areas that had seen a 20 percent decline in bus ridership. The Flex service picked up and dropped off passengers at select bus stops where bus service had been discontinued. Two-thirds of trips started or ended at a BART station, so the program in large part functioned as a first mile/last mile service.

The Orange County (Calif.) Transportation Authority (OCTA) planned to begin this month (July) a one-year pilot on-demand, microtransit service. The pilot is being offered in two zones, each about six square miles. Service is being provided by Keolis under contract to OCTA.[21]

Los Angeles Metro is currently conducting studies with three potential private sector partners, Transdev, RideCo and Via, to develop door-to-door microtransit service.[22]

* * *

While much of the media attention has been focused on Uber, Lyft and Via providing subsidized services, there are a range of companies and service models available. Taxicabs and private transportation providers such as Transdev, Keolis, MV Transportation and First Transit can play an equally or even more useful role. TNCs may not be able to provide contracted service where federal funds are involved due to requirements for drug and alcohol testing. Taxis and private providers may have accessible vehicles where TNCs generally do not. Government agencies may want to insist on being provided detailed trip data that Uber and Lyft have often refused to provide (although, notably, Uber is providing detailed trip data to Innisfil).

Some of these arrangements also creatively split various aspects of the operation. Transloc and Via provide their software for others to operate a service. A Capital Metro pilot in Austin, Texas used Via's technology to dispatch contracted vans. Via is also working with the transit agency in Singapore to incorporate on-demand technology to enable buses to be deployed and dynamically routed on-the-fly in response to commuter demand.[23] The Contra Costa County (Calif.) Transit Authority is using a Transloc technology platform to provide connections to a BART station.

It should be noted that ridership on these services is low compared with typical fixed route bus operations. Pilots in Livermore, California and Pinellas County, Florida and the initial AC Transit pilot averaged 40 to 60 riders per day. Somewhat higher, Uber provided 200 trips per day in March 2018 in Innisfil, Ontario, and Via served 350 trips per weekday Arlington, Texas this spring (ridership is now lower while the university is in summer session).

Where a new service replaced discontinued bus routes, ridership dropped. In San Clemente, California, for example,

where the city contracted with Lyft to provide rides along two corridors previously served by buses, Lyft averaged 70 passengers per day versus 650 passengers on the bus routes. The same was true for the AC Transit Flex service. An AC Transit manager concluded that "on-demand transit carries fewer passengers per hour than even a low ridership fixed route."

In sum, TNCs and microtransit and other services like Flex in the East Bay are most clearly valuable where conventional bus service would not be operated because of some combination of low ridership levels and geographically dispersed trips. They can be valuable extensions – not replacements -- for fixed route transit. This is the conclusion of AC Transit staff, which plans to use Flex to provide coverage in low-density areas and hopes to achieve savings that can be invested in high-frequency bus service elsewhere. This strategy helps reconcile sometimes competing transit agency goals for ridership growth on the one hand and providing wide geographic coverage on the other hand.

Continued testing of varied approaches will help create a better understanding of where there can be a public benefit to TNC and microtransit services.[24] Among the most promising are those that mirror time-honored senior and disabled services, and that reduce costs of ADA paratransit service. The use of TNCs and microtransit to provide coverage outside the bus network is also promising, particularly if it helps transit agencies focus resources on higher frequency where they can build ridership.

Many of the pilots thus far have shown modest levels of shared trips, although some have increased over time. For example, shared trips increased in Innisfil from 10 percent to 25 percent of trips between July and December 2017. The highest figure available is from Arlington, Texas, where many passengers are going between a regional TRE train station and a university or employment centers. The percentage of shared trips leveled off at about 60 percent a few months into the program – similar to Via's shared trip percentage in New York City.

As the Arlington experience suggests, there is likely the greatest opportunity for shared trips and resultant cost-efficiencies if passengers have a common origin or destination such as a transit station or park & ride stop. To the extent that shared trips lead to reasonably straight-line routes and attract growing ridership, these services may also build toward fixed route bus service.

While there are clear opportunities for public benefit, there are also caveats that should be noted.

First, making TNCs or microtransit full-fledged parts of a government-subsidized transit system will require that the service be available to all members of the public, including those without smartphones and people who use wheelchairs. Pilots have shown how this can be done. Via and Lyft have the capability to provide telephone reservations for their services; Uber plans to roll out its first telephone reservation option in Innisfil later this year.

For accessibility, several pilots use taxi companies that have accessible vehicles; the 16-passenger vans used for AC Transit's Flex service are accessible, and the City of Arlington made two vans (used in its paratransit program) available for wheelchair trips.

Second, while on-demand TNC and microtransit service has benefits in that drivers go only where the customer wants to go, the service is not necessarily more convenient or reliable than conventional bus service.

AC Transit found that Flex service ridership is 40 percent higher for trips originating at a BART station, where passengers can walk on without requesting a trip, than for trips going to the BART station.

> TNC and microtransit services can be valuable extensions of – but not replacements for – fixed route transit.

In Innisfil, the trip completion rate was only 75 percent in November and December 2018, meaning that one-quarter of prospective customers did not receive service. Innisfil city staff note that the service "may not have the same predictability as a fixed route system." Residents are advised to leave extra time if they are on a tight schedule. If no driver is available, the city suggests that they request their trip again in a few minutes.

Waiting times average 8-9 minutes in Inisfil and 11 minutes in Arlington, Texas, possibly greater than bus wait times for routes that run on a reasonably frequent schedule.

As new mobility evolves, there are also other considerations. These companies continue to show financial losses. Although Uber has claimed that it is profitable in major U.S. cities, it is anyone's guess how fares will be affected when their investors insist on a return on capital invested.

MOVING TOWARD SHARED, SUBSIDIZED, STRAIGHT-LINE SERVICES

Two key developments in recent months suggest that TNC and microtransit services are rapidly evolving into two distinct service models. One is the traditional door-to-door private ride service long provided by taxicabs. The other is straight-line routes in which passengers are picked up and dropped off along the way, often subsidized by government, much like traditional buses and jitneys.

1. Straight-line routing. "Rideshare" was supposed fill TNC cars with passengers; TNC advertisements conveyed this vision with pictures of strangers happily traveling together. The service model sought to combine the convenience of door-to-door service (like taxis) with lower fares. Over time, however, Uber and Lyft found that the zig-zag routing of shared, door-to-door rides limited the appeal of UberPOOL and Lyft Line. To address this, the companies recently introduced services (Uber Express POOL and Lyft Shared Rides) meant to minimize turns and thus minimize in-vehicle time and the uncertainties experienced with pooled options. Users are instructed to walk a block or two to a designated pick up location but benefit by traveling a more direct route once in the vehicle.

Via and Chariot used this model from the beginning of their microtransit services, picking up and dropping off passengers along a route. Via assembles the routes on the fly while Chariot uses designated stops that do not change from day to day, although vehicle routing may vary depending on where customers are waiting.

This evolution toward straight-line routes that minimize turns shows the close link between sharing and routing. As the number of passengers sharing a trip moves beyond two strangers sharing part of a trip, it seems imperative to straighten out the routing.

2. Subsidized shared services. Government subsidies of TNC services began with relatively small local governments "partnering" with TNCs to provide trips to transit stops, downtown areas and so forth. Microtransit companies are also prominently involved with government contracting, as discussed earlier with Via's pilot in Arlington, Texas.

Private companies are also using these companies to subsidize commutes to office or university campuses (examples include JP Morgan Chase in Columbus, Ohio and UCLA).

In each of these cases, there are perceived to be benefits that extend beyond the person using them and thus likely beyond what users are willing to pay themselves. The external benefits can be employers' avoidance of the cost of new parking garages, or access to a downtown labor force that does not want to drive to work. Downtown businesses may subsidize circulator bus service to increase accessibility to their stores, restaurants and entertainment offerings.

The external benefits in these examples are specific to businesses who arrange and subsidize the service. But external benefits can also be quite diffuse, spread across multiple employers and other businesses. They also extend to the overall appeal of a city, helping to deliver people efficiently to walkable neighborhoods with a high density of employment, shopping, entertainment and dining opportunities.

The diffuse nature of the benefits means that fully realizing the benefits of high-efficiency modes like buses and trains requires subsidies. Users by themselves would only pay part of the cost of a transit system geared to fully exploit the benefits that come with dense urban development. The rest needs to be underwritten by public funds.

(There is also a converse side to this; external costs such as traffic congestion create the need for public policy intervention, as discussed in Section 7.)

The overall point is that on the spectrum of private to public benefits, some TNC and microtransit service is moving further toward providing clear public benefits that merit subsidies, due to the external and diffuse benefits they provide.

What all this means for the new mobility is that it fast becomes part of a "public transportation" system involving shared, subsidized, straight-line transportation. The challenge for policy-makers is to guide this evolution in ways that contribute toward building high-capacity networks that can provide maximal societal benefit.

7. Solving Big City Traffic Problems

In the six years since TNCs first set up shop in San Francisco, their rapid growth has resulted in billions of additional miles on crowded city streets. This growth is not offset by reduced car ownership; in fact, car ownership is growing across all large U.S. cities. (See page 21.) Thus, as travelers substitute TNCs for the bus or metro, travel by shared modes including transit has declined while automobility – using cars to get around – has grown.

While good for individual travelers, the result is unsustainable for big cities. Big cities thrive because of their dense concentrations of business, leisure and creative activity. Growing auto use works against the key ingredient of density to build economically and socially vital cities. The resulting tensions between the attractive benefits to individuals and the worrying overall effects on cities needs to be addressed.

This tension is most evident in cities like New York and San Francisco where both increased traffic congestion and falling transit ridership are most evident. Some combination of traffic and transit impacts are also evident, or seem to be evident, in Boston, Chicago, Washington DC and other big cities. Concerns are likely to intensify as TNCs continue their rapid growth. (TNC trips increased by 47 percent from 2016 to 2017 in Seattle and by 72 percent in New York; in Chicago, the number of active TNC drivers in Chicago tripled from March 2015 to December 2017.[25])

City officials grappling with this dilemma have taken or are considering a range of actions. These include incentives for shared rides, TNC trip fees, congestion pricing, dedicated lanes for buses and bikes, and traffic signal and street designs aimed at improving traffic flow.

This section discusses the potential of each of these approaches to manage the proliferation of TNCs. In addition, this section discusses a framework for reducing the overall amount of traffic on city streets with the goals of improved mobility for everyone across different modes and supporting growth in population, jobs and tourism.

STRATEGIES TO MANAGE CONGESTION

Shared trips

Uber, Lyft and some independent analysts assert that increased adoption of shared trip options will reverse the documented congestion impacts from TNC growth.

Yet in the last six years, TNC growth has added 5.7 billion miles of driving in the nine large metro areas that account for 70 percent of all TNC trips. Growth in shared trips only somewhat modifies the trendline. Overall mileage continues to increase because most riders are shifting from non-auto modes (so there is no reduction in personal vehicle mileage); the added "deadhead" miles between passenger trips adds driving even if the trip itself replaces a personal auto trip; and even then, only part of the ride is shared.

Shifting some private rides to shared rides will not change the overall picture. Even with high levels of shared trips, funneling travelers from space-efficient modes such as public transit, biking and walking, to space-hogging sedans, SUVs and minivans is not a productive strategy to speed traffic.

Some have suggested that while perhaps TNCs currently add to traffic, as they build their volume of shared trips they will attract predominantly auto users rather than predominantly people shifting from transit, walking and biking. This expectation runs counter to how shared services are developing, however. To attract customers to Uber Express POOL and Lyft Shuttle (or now Lyft's Shared Rides), TNCs are now moving toward straight-line routing to minimize travel time. This shift means that users need to walk short distances to the pick-up location. They may have to wait a few minutes to be matched to a driver, and they may also wait a few minutes for the driver to arrive at the pick-up location.

This obviously makes shared trips more and more like conventional fixed route transit service. There are valuable enhancements to TNCs like greater transparency and automatic fare payment. But it strains logic to expect that as TNC shared trips become more like conventional transit trips, this service will attract more people from their personal auto than has been the case up until now. It seems far more credible that TNCs will continue to attract predominantly non-auto users.

Another argument for why the future will be different than experience thus far involves fares. The argument is that lower fares will draw motorists to TNCs, first because shared trips are cheaper than private ride trips, and eventually because of autonomous vehicle technology.

This might be the case where travelers are comparing TNC fares with the cost of parking – already a prime reason for drivers to use TNCs. Lower TNC fares might change the "breakeven point" for switching to TNCs. However, relatively few auto trips involve a parking charge (surprisingly, even in Manhattan).[26] Parking cost is thus unlikely to drive many more motorists into shared TNCs.

Moreover, the impact of lower fares will be mitigated by the fact that cost is only one factor in mode choice. Travelers tend to give equal or greater weight to convenience, travel time, comfort and so forth. The popularity of SUVs and pick-up trucks testifies to the secondary place of cost (both vehicle purchase and gasoline prices) in consumer transportation choices.

Finally, faith in shared trips as a solution to traffic congestion overlooks the fact that even if a fast and cheap shared ride service attracts auto users, it would also draw heavily from public transit ridership. The new users would continue to be a combination of motorists, transit users and people coming from other modes. The result would also be the same – billions more miles, many on already congested city streets.

Trip fees and congestion pricing

In the most basic terms, the problem that big cities with dense job, population, retail and entertainment activity are facing is simply that TNCs combined with other users of street space are demanding more space than is available. This is the classic "tragedy of the commons," where herdsmen keep adding cattle to the common fields until the cattle lay bare the vegetation that sustains them.

Economists have a ready answer for this problem. Economic theory holds that pricing scarce road space is the best way to address overuse of the public commons. The theory has, helpfully, been shown to work in the form of congestion pricing in London, Stockholm and Singapore, and with high occupancy lane tolls on highways in the United States. Similar plans have been proposed in New York City and discussed in other major cities. Experience with these proposals, as well as with trip fees, shows the limits to pricing strategies for addressing TNC-related traffic congestion.

The most visible form of pricing is fees or taxes on TNC rides. Chicago, Washington DC, Seattle and New York have instituted surcharges or taxes on TNC fares ranging from around 10 cents to $2.75 per trip. These charges are valuable in producing revenue for transit or other purposes. They also start to establish the idea that TNCs are part of an overall transportation system in which cross-subsidies are required to make the overall system best serve urban mobility needs.

However, there is little expectation that trip fees or taxes will serve to combat traffic congestion. This is the case even in New York where the fee, which takes effect next January, will be $2.75 per trip.

Fees could be effective if set at a much higher level. A previous Schaller Consulting study estimated that a fee of $50 per hour in Midtown Manhattan, which translates to about $10 more in the cost of an average trip, would substantially reduce the number of TNC vehicles in operation. But a fee of this magnitude is not under consideration and would face daunting political headwinds.

In advocating for pricing approaches, some analysts argue for a more holistic approach that includes charges on all vehicle travel including personal autos, TNCs, trucks and so forth, paired with large investments to improve public transit.[27] This is certainly an attractive vision for the future of cities and should continue to be pursued. But cordon pricing on the model of London and Stockholm has never gone very far in American cities. Vehicle mile charges have been tested in several states, but implementation seems even further from reach.

In sum, pricing can have an important role in addressing traffic congestion, but obtaining public support is difficult, and in any case, it is not a panacea.

Street management

Over the past decade, major U.S. cities have made major strides in implementing dedicated lanes for buses and bikes and using traffic signal strategies and street designs to improve traffic flow, increase safety and prioritize public transportation. Another response to the pressures created by TNC growth is to redouble these efforts, especially with dedicated street space for buses and bikes.

Both of these space-efficient modes greatly benefit from being separated from the flow of general traffic. Bus lanes improve bus speeds, eliminate the friction that normally occurs as buses pull out of bus stops and help raise the visibility and "readability" of bus service. Bike lanes improve safety and comfort for bike riders. Where physical separation is not feasible, distinctive markings and camera enforcement improves motorist compliance with bus lane restrictions.

Traffic signals and street designs can help speed buses and bikes safely through intersections. Strategies such as queue jumps for buses and holding back right turns across bike lanes serve these goals.

More broadly, traffic signal strategies such as adaptive signal control can ease overall traffic congestion by tweaking traffic signal timing in response to current traffic conditions.

Trip fees, congestion pricing, bus lanes and traffic signal timing can help alleviate growing pressures on the fixed amount of street space. But....

While these are proven strategies to reduce congestion, they also have limits that should be recognized. Bus lanes work best where they can occupy a lane free from cross-traffic. Thus, they are ideal on limited access highways and along parks and waterfronts. In downtowns filled with storefronts, offices and cross-streets, bus lane design needs to allow for turns by general traffic and for access to land uses.

Another response to TNC growth receiving increasing attention focuses on busy pick-up and drop-off areas, most notably at downtown entertainment and sometimes office districts. Growth in TNC trips has affected traffic where drivers block moving lanes and bus stops. The goal of designated pick-up and drop-off locations is to make efficient use of curb space, keep vehicles out of adjacent traffic lanes, and to minimize localized traffic impacts from TNC and/or microtransit vehicles.

Washington DC is piloting this approach in DuPont Circle, dedicating formerly on-street parking to TNC pick up and drop offs. The District set aside 60 spaces on Connecticut Avenue between Thursday night and Sunday morning to reduce double and triple parking as bar patrons use TNCs and taxis to go home. San Francisco, Boston and New York are among other cities considering similar zones.[28] In addition, San Francisco designated areas where Chariot can pick up and drop off riders, in part to ensure that vans move out of traffic lanes to do so, and in part to ensure they do not block bus stops.

These accommodations align with public policy goals for efficient use of roadway and curb space, efficient bus operations, and to help people avoid drinking and driving. Pilots will help to show how well they improve traffic flow and safety, and how much space is required for successful implementation.

Policies for accommodating TNC and microtransit operations can also be integrated with a broader set of goals. Airports, for example, have paired allowing TNCs to enter their property to pick up passengers with trip fees, to defray their landside costs, and in some cases more stringent checks on drivers or vehicles to protect public safety.

Although these pilots are in their infancy, cities might also look toward leveraging their value to TNCs to minimize the number of empty vehicles in the congested "hot spots," by limiting the number of unoccupied TNCs on these streets. In addition, cities could require that companies using designated street space serve all potential patrons. Wherever space on public streets is reserved to accommodate TNC or microtransit operations, these services should be expected to accommodate all members of the public, including people using wheelchairs and people who do not have a smartphone available to request a ride.

... if traffic congestion remains unacceptable, policy makers should look toward a more far-reaching goal: less traffic.

STRATEGIES FOR LESS TRAFFIC

The above strategies seek to relieve the pressures that arise from TNC growth and myriad other demands on a fixed amount of real estate on big city streets. Each strategy has value and is worth pursuing, but it is also important to recognize the limits to the amount of traffic relief they can provide.

In some cities, the strategies may suffice to support city goals of mobility, safety, equity and sustainability. Others may find that they need to do more. In the latter case, policy makers should adopt the more far-reaching goal of less traffic. Rather than trying assorted techniques to wedge more vehicles into city streets, the goal should shift to reducing the number of

vehicles. This means making space-efficient modes such as buses and bikes the preferred means of transportation on the core attributes that most affect mode choice, namely, speed, reliability, comfort and cost.

Currently, TNCs are highly attractive to their affluent and generally well-educated customers for perfectly rational reasons. Aside from cost, the individual traveler has every incentive to use the least space-efficient means of transportation - TNCs are most often faster and more reliable and provide a higher level of comfort and privacy.

The solution is to flip the incentives by making space-efficient modes more attractive than personal autos or cars-for-hire.

With less traffic, streets and intersections can be designed to provide turn lanes, areas for picking up and dropping off passengers and for freight deliveries that improve safety and traffic flow. Less traffic also creates room to make cycling feel safe and comfortable, as with separated bike lanes. Less traffic also alleviates conflicts between through bus movements and access to adjacent land uses for other vehicles, a key design issue for bus lanes.

The result is a street network in which all users - personal autos, buses, TNCs, microtransit, bicyclists and perhaps even people on electric scooters - can move safely and at a reasonable speed.

Getting to this can seem like a daunting task. But the rapid growth of TNCs is in a sense an opportunity. The resulting clogging of traffic has become an increasingly visible problem, putting in sharp relief the fact that crowded streets do not have room for everyone to move about with their own car and driver and the need to make buses in particular compete with TNCs.

The problem, to be sure, stems not simply from TNC growth. But the issue is not "who causes" (it is obviously a combination of TNCs and growth in deliveries, construction, population, jobs, tourism and so forth). The issue is what to do about it.

Three strategies can move cities toward the goal of less traffic, addressing use of personal motor vehicles, growth of TNCs and commercial vehicles, and the essential role of high-capacity transit.

1) Discourage personal vehicle use in congested areas.

This can be perhaps the most difficult of the three steps discussed here. The public has a very strong aversion to government limiting their option to drive into even the most traffic-clogged downtown. This aversion is not necessarily because they will choose to do so (although some obviously will), but because they want to reserve the choice of doing so when the benefits of driving outweigh the inconveniences of traffic and parking cost and hassle.

There are two demonstrated solutions to this issue.

The first involves parking supply. New York City eliminated parking requirements for new residential construction in the Manhattan business district in 1982 and limited the amount of other parking that could be built. The number of public parking spaces decreased from approximately 127,000 in 1978 to 102,000 in 2010.

Constraints on parking supply combined with population and employment growth pushed up the cost of off-street parking. One survey found that the average daily cost for off-street parking is $42 in New York City, well above the figures of $34 in Boston, $30 in Chicago and $28 in San Francisco. Monthly parking rates are also significantly higher in New York ($616) than in these other cities, which range from $265 to $425 per month.[29]

Due to the high cost of parking, only 11 percent of people entering the Manhattan business district during the morning peak travel by car, while 89 percent travel by public transportation.[30] Notably, many drivers entering the CBD either are driving through (and are unlikely to pay for parking at their destination), or avoid personally paying for parking because they park on-street, find free off-street spaces, or use employer-paid parking spaces.[31]

A proposal for a $20 or $30 tax to park in Manhattan would face even steeper odds against adoption than congestion pricing. But a policy to limit parking, which has had the same effect, has met with no opposition.

A second solution is to limit or even ban low-occupancy vehicles from certain streets at designated times of the day. Cars are banned from 16 Street in downtown Denver and Fulton Street in downtown Brooklyn, for example, making both into transit-only streets. Cars use parallel streets as an alternative.

A related approach is to allow drivers to use a street to access local stores, offices and the like, but not allow through movements. Seattle, which is nearly the only U.S. city to show recent transit ridership growth, limits Third Avenue to buses and cars that are then required to turn at the next intersection during the morning and afternoon peak period.

In Manhattan, this approach is also planned for 14th Street during the shutdown for repairs of the L line subway. It has also worked on Broadway, where drivers are forced to turn as they approach plazas installed in the late 2000s in Times Square and Herald, Madison and Union Squares. There is thus some auto and truck traffic on Broadway between these turn-off points, but it is very light throughout the day.

Either of these approaches, or some combination, can be used to limit (while not charging directly or eliminating) the number of personal motor vehicles in major congested areas. These steps can be tailored to specific goals and local circumstances – applying to short street segments or entire areas, throughout the day or for selected times of the day.

Over time, even limited steps to contain auto use are productive, yielding less traffic and opening up another opportunity to take further actions. Several European cities including Paris, Copenhagen and Amsterdam, have produced large drops in vehicle volumes through a long series of actions – none of which, notably, involved congestion pricing.

2) Set space-efficiency requirements for fleet-operated vehicles (e.g., TNCs, taxis and commercial vehicles)

The goal of space-efficiency requirements is to keep the number of vehicles within the capacity of the street for free-flow operation. Offering high-capacity transit, buses should have priority. As discussed above, personal autos need to be limited. Remaining capacity could then be used by fleets which would be limited through caps or some type of space-efficiency standards.

TNCs and taxis represent a low-hanging opportunity since they spend approximately 40 percent of their time between trips. In congested areas such as the Manhattan business district, this means there are an unnecessarily large number of empty vehicles clogging traffic, far more than needed to ensure satisfactory wait times for the next customer to request a ride.[32] Similarly, commercial vehicles often double park while making deliveries or plumbing, electrical or other repairs, also clogging traffic even when there may be curbside parking spaces nearby.

The result, like the "tragedy of the commons," is that TNC and taxi drivers, delivery drivers and everyone else gets one thing they want at the moment (quick pickup, park across from the premise entrance), but at the increasing cost for everyone of how long it takes to move around town.

Public policy has long tried to address these issues for taxicabs. Vehicle caps have been used for taxicabs for decades in major cities across the country. They have been applied to overall fleet size, however. Rather than reducing traffic in the most congested part of town, the result has been that cab drivers tend to concentrate in congested downtown areas where trip demand is most intense.

A better approach is to limit the number of vehicles in the congested area (e.g., downtown, or an entertainment district) at any one time.

The limit would apply to all phases of drivers' operations – transporting passengers and time between trips. TNCs would have strong incentive to reduce time between trips and maximize time transporting passengers, as well as to encourage shared trips. Companies might alter dispatch procedures to discourage drivers from deadheading into congested areas when they are not needed. They might provide faster pick-ups to pooled than private-ride customers.

Another approach is to mandate passenger occupancy levels. TNCs typically have an average of 1.1 passengers at any one time, taking into account the size of the typical traveling party (estimated at 1.5), rate of pooling (assumed to be 20 percent) and amount of time with passenger versus between trips (approximately 60 percent versus 40 percent, respectively). Cities could mandate that TNCs average a higher occupancy rate. The goal would be to reduce vacant time between trips (now around 40 percent) and reach much higher vehicle occupancy rates.

Commercial vehicles could also be subject to efficiency standards tailored to their operations. Much of the traffic impacts from commercial vehicles arises from double-parking to make deliveries and while repair or installation personnel are inside nearby premises. Cities could use in-vehicle GPS technology to track where commercial vehicles are during the day and impose fines or other sanctions for vehicles that do not use designated curb space for deliveries and other activities. It would be incumbent on the city to also make sure there are adequate delivery zones for this purpose.

3) Provide frequent bus service (and rail service where available)

High-capacity transit is clearly the backbone of any big-city transportation system. Only high-capacity vehicles create efficiencies in the use of street space that make possible dense urban centers with lively, walkable downtowns; a rich selection of jobs, restaurants, entertainment and other activities; diversity of population; and intensive and

The overall vision is for less traffic and greater ease of movement for everyone regardless of mode for a given trip.

inventive face-to-face interactions that make cities fertile grounds for business and artistic innovation. If everyone drives their own car to the city center, the need for parking to accommodate the cars would make impossible this density of jobs and activities.

Less traffic on city streets makes buses far more attractive than they are today – faster trips, more reliable, and greater frequency even with the same number of buses on the street. Attractive bus service creates a virtuous circle since the more people ride the bus, the more service a transit agency will likely put on the street. It also becomes far easier to transfer between buses since the main impediment to transferring is uncertainty about wait times before the next bus arrives. Easier transfers allow for simpler route structures, since transit planners have less need to connect disparate trip ends. Simplicity itself is valuable in making it easier for potential patrons to find their way.

* * *

The overall vision is thus for less traffic and greater ease of movement for everyone regardless of mode for a given trip. Ideally, a combination of these steps would be implemented as a package in large geographic areas. Change does not come easily, of course, so it is valuable that these steps can be taken on a small scale as well. They could be put in place along a few blocks during select hours for special events (which is already often the case) or at peak nighttime entertainment hours, or during the morning rush hour. Officials can experiment, learn what works, show success, and create another virtuous cycle that supports expansion of these steps.

8. Implications for Autonomous Vehicles

After years of development and testing, several companies are operating truly autonomous vehicles in passenger service – vehicles without a "safety manager" who can intervene in case something goes wrong. Many of the early implementations involve shuttles that run short distances on fixed routes that can be mapped in detail, providing an opportunity for real-world testing and for the general public to experience autonomous technology.[33]

Beyond shuttles, Waymo is transporting passengers in the Phoenix area in fully autonomous vehicles that pick-up passengers who request a trip using a smartphone app. General Motors has indicated it plans a similar roll-out in one or more major cities, likely including San Francisco in 2019. Other companies are also likely to enter the mix such as Daimler/Mercedes Benz, Aptiv and others.[34]

Whether working with Uber or Lyft or setting up their own shared ride services, these companies are expected to use a TNC service model. They are also expected to deploy the service in dense urban centers where constant use will spread the cost of AV technology across many trips.[35]

A critical and much-discussed issue is whether this path leads to a "heaven" or "hell" outcome, to use the dichotomy coined by Robin Chase. In the "heaven" scenario, people rely on shared autonomous vehicles and expanded public transit; electric vehicles replace gasoline power thus reducing greenhouse gas emissions; and acres of surface parking are replaced with parks, affordable housing and other active land uses. In the "hell" scenario, autonomous vehicles induce sprawl as people are less concerned about long commutes; miles driven and traffic congestion increase in both cities and suburbs; empty cars cruise city streets instead of paying for parking; and public support for bus and rail service erodes, leaving lower-income people stranded.

Whether self-driving vehicles lead to heaven or hell depends in large part on whether people want to use shared autonomous services. A widely-cited travel model for Lisbon, Portugal, for example, found that traffic could increase by approximately 50 percent if travelers favored autonomous "regular taxis" that are not shared. On the other hand, the model showed a 37 percent decline in vehicle-kilometers, and total elimination of congestion, under a shared-taxi scenario. The latter, more heavenly, scenario envisioned six-seat vehicles providing on-demand, door-to-door shared rides; eight-person and 16-person mini-buses that serve pop-up stops on demand and provide transfer-free rides; and rail and subway services continuing to operate as currently.[36]

Other travel models have found either large increases in vehicle mileage or large reductions, depending on assumptions about which types of services – shared or private – prove most popular.[37]

Based on today's TNC experience, the service model of six-seat, on-demand, door-to-door shared rides does not appear viable. Even in the nation's densest urban areas, the large majority of Uber and Lyft rides are private rides – one traveling party per trip. Few door-to-door shared rides involve more than two traveling parties. Moreover, many customers who select the shared option are not matched to anyone else; they thus have the benefit of both the lower shared-ride fare and direct door-to-door service.

To try to put more passengers into their vehicles, Uber and Lyft are expending substantial resources promoting walk-to-the-stop services like Uber Express POOL and Lyft Shared Rides. They hope that straightening out the route will attract more passengers, even with walking to a pick-up location. (See discussion in box on page 26.) Whether this will substantially increase average vehicle occupancy remains to be seen. Already using relatively straight-line routing, Via (using mostly minivans) is averaging less than two-person occupancy in both Manhattan's high-density environment and in its Arlington, Texas pilot.

On the other hand, TNC experience has proven the appeal of private ride TNC service, e.g., the "regular taxis" in the Lisbon model that lead to large increases in traffic congestion. If autonomous technology reduces costs and lowers fares, growth of private ride (autonomous) TNCs would certainly accelerate. The result would be further increases in driving, whether patrons were converting from their own car or from public transit, walking, biking or not making the trip.

In sum, given current TNC experience, it is unlikely that shared, door-to-door services will become a major component of urban transportation systems in the autonomous future.

What seems far more likely is the continued centrality of two time-honored modes: door-to-door private ride taxis, and fixed-route transit. Both modes can be enhanced by technologies now in use by TNCs and microtransit to provide greater transparency and manage operations in real-time, and by autonomous technologies that promise to dramatically improve safety and reduce costs. But these two service models seem likely to be the mainstays of the autonomous future.

There are many benefits to public transit in this scenario. By eliminating labor costs, autonomous fixed-route transit can likely be operated at much higher frequencies and thus with smaller vehicles that make fewer pick-ups and drop-offs, further speeding service. They might be programmed like modern elevators, where customers indicate where they want to go and a smartphone app tells them which vehicle to take (not necessarily the next one) to further optimize efficiency. It may also become far easier to transfer between buses (or minibuses) since the main impediment to transferring is long and uncertain wait times for the next bus. Easier transfers mean that far more origin and destination trip pairs can be accessed readily, further strengthening transit offerings.

Without public policy intervention, however, the first steps into an autonomous future are almost certain to greatly exacerbate big-city traffic congestion. Cheaper, better taxi service may draw patrons from both personal auto and transit, but in either case will add mileage to city streets. Straight-line shared minivans, vans and minibuses will also add to vehicle mileage as people move to these services from high-capacity buses and trains. Add in induced trips and the effects of additional density from less need for parking, and the demand on urban streets intensifies further.

There are many issues beyond the scope of this report involved with planning for the self-driving future. But the issue of traffic, by itself, clearly highlights the central role that public policy must play in planning and implementation of self-driving services.

As with today's mix of personal autos, TNCs, taxis, commercial vehicles and buses, the central goal should be to reduce traffic and emissions and improve safety while ensuring quick and reliable mobility to the entire population. As is the case today, this will mean aligning individual incentives with societal goals to make high-efficiency modes the preferred means of transportation, particularly in dense urban centers. Buses and trains need to be the fastest, most convenient and reliable and most comfortable way to get around town.

The labor savings from AVs can be quite helpful in realizing this future, both in improving safety and increasing frequency and reliability. But unless there are public policy interventions (see discussion on pages 28-31), the likelihood is that the future mirrors today's reality: more automobility, more traffic, less transit, and less equity and environmental sustainability.

Without public policy intervention, however, the first steps into an autonomous future are almost certain to greatly exacerbate big-city traffic congestion.

The challenge for policy makers is to steer development of AV services away from this future. The good news is that policy makers need not wait until AVs arrive. Officials can start today with TNCs and personally driven autos. And in fact, it is critical that they do so. Officials must set public policy on the right path to reach goals of mobility, safety, equity and sustainability today, before auto makers, tech companies and TNCs – all of whom will have invested billions of dollars in autonomous technologies and will be competing fiercely for market share – arrive at their doorstep pressing AVs onto city streets.

9. Conclusion

Cities across the United States are seeing increased TNC ridership, car ownership, driving miles and traffic congestion. Increased access to auto modes brings notable benefits to individual users. Benefits are most compelling outside city centers where public transportation is less available or less frequent and many residents endure long commutes and difficulty getting around town.

As one moves toward the core of major U.S. cities, however, these trends become clearly problematic. The short-term risks are traffic-clogged streets that slow those in cars and buses, endanger pedestrians and cyclists and erode urban quality of life.

The new automobility's longer-term risk is that neighborhoods are simply overwhelmed by traffic volumes and become less desirable places to live, work and do business. The outcome could eventually be to decongest cities by de-densifying their cores. This has happened before – traffic flowed remarkably freely in Midtown Manhattan after New York City's severe employment and population declines of the mid-1970s.

Policy-makers can respond in several different ways. They can do their best navigating the tradeoffs between better individual mobility and more traffic and slower (and likely reduced levels) of transit service. Alternatively, policy-makers can intervene more decisively toward the goal of less traffic. As discussed in section 7, cities have the means (although public support is another matter) to limit auto use, control TNC operations and add frequent transit service.

The tensions between these choices are most evident today in New York City and San Francisco and to some extent in other large cities. As TNC ridership grows at double-digit rates, more cities are likely to feel pressures to formulate public policy responses.

The pressures are likely to accelerate when autonomous technology comes to large, dense urban environments. At that point, the clash between fundamental opposing forces will come fully into play – between cities' need for density of population, jobs and activities and individuals' preference for their own car and driver, or at least their nimble van or minibus a short walk away.

In addition to the risk for cities, there may also be far-reaching risks for companies providing autonomous vehicle services. The companies span quite a range, from TNCs that are now scooping up carshare, bikeshare and scooter companies in hopes of becoming one-stop transportation portals, to legacy automakers who see their future in "mobility as a service," with tech companies also in the mix.

The risk to these companies is that their vision becomes associated in the public mind with traffic-clogged streets, social inequity for those left behind in this transportation transformation – those without smartphones, disabled persons and TNC drivers whose profession will slowly disappear.

Recent history suggests that this is likely a blind spot for corporate leaders who deeply believe that their companies' missions and value propositions have broad societal benefits. Airbnb's goal was to help apartment dwellers make some money renting out a spare bedroom but was eventually perceived to fuel higher rents and gentrification. Similarly, Facebook's goal of connecting people around the globe eventually led to its use by a foreign government seeking to interfere with an American presidential election.

But just as herdsmen cannot by individual action fix the problem of overgrazing on the town commons, TNCs and prospective AV companies can do little to stem movement toward a traffic-clogged future. The task thus goes to city officials who will have to decide whether to control the proliferation of smaller vehicles and make public transit competitive with "your own car and driver."

For cities, the stakes are quite high. In a highly competitive global economy, cities thrive only if they create the conditions for innovation and excellence. Density and diversity of firms, talent, culture and entertainment are the essential ingredients.

For that, cities need less driving, not more. Cities that figure out the path toward that goal will emerge the winners.

Appendix. Commuting and Vehicle Ownership in 20 Large Cities

Characteristics of selected large cities discussed in Section 2. Except for the first column (2015 city population), data are for urban zip codes within each city, defined as zip codes with 4,000 or more persons per square mile. Data shown are from the American Community Survey for 2011 to 2015 (5-year average).

			Urban zip codes only					
City	2015 city popn	Pct of popn. in urban zip codes	2011-15 popn	Popn density	Pct commute by public transit	Pct walk to work	Pct of HH with no vehicle	Aggregate vehicles per household
9 large/densely-populated cities								
New York	8,550,405	96%	8,206,846	27,655	56%	10%	55%	0.6
Los Angeles	3,971,896	82%	3,239,225	10,083	12%	4%	14%	1.5
Chicago	2,720,556	100%	2,714,734	11,333	27%	7%	27%	1.1
Philadelphia	1,567,442	95%	1,489,299	12,060	27%	9%	34%	1.0
San Francisco	864,816	94%	817,031	17,229	33%	10%	30%	1.1
Boston	669,469	93%	624,550	12,813	33%	15%	36%	0.9
Washington	672,228	92%	618,846	10,143	38%	12%	37%	0.9
Seattle	684,443	85%	581,968	7,407	20%	9%	16%	1.4
Miami	440,989	77%	341,612	10,658	11%	4%	19%	1.2
11 large/less densely-populated cities								
Houston	2,298,628	53%	1,208,147	5,463	5%	2%	12%	1.4
Detroit	677,124	100%	730,918	5,179	9%	3%	24%	1.1
Dallas	1,300,082	51%	658,194	4,725	4%	2%	10%	1.4
San Diego	1,394,907	46%	645,475	5,957	5%	4%	10%	1.6
Baltimore	621,849	98%	607,972	7,164	17%	7%	29%	1.1
San Jose	1,026,919	55%	561,839	8,441	4%	2%	6%	1.9
Denver	682,545	69%	470,745	5,453	7%	5%	13%	1.5
Phoenix	1,563,001	30%	466,055	3,504	5%	3%	15%	1.4
Milwaukee	600,154	75%	452,234	7,392	10%	5%	20%	1.2
San Antonio	1,469,824	29%	429,453	3,736	6%	4%	14%	1.4
Minneapolis	410,935	93%	384,130	6,606	13%	7%	18%	1.3

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Attachment B

Gibson Transportation Consulting, Inc.
Qualifications and Resumes

Gibson
transportation consulting, inc.

Gibson Transportation Consulting, Inc. was formed in 2009 to provide the highest quality traffic engineering, transportation planning, and parking consulting services to both public and private sector clients. We offer over 200 years of collective transportation analysis experience, most of which has been gained on projects located in Southern California and across the western United States. We specialize in the preparation of the transportation and parking sections of environmental documents for large and small development projects, general and specific plans, and regional and local transportation projects. We work collaboratively with multi-disciplinary teams to produce clear, logical, and readable technical reports, and we excel in interaction with the public and with decision-makers to explain the analyses and the mitigation programs contained in those reports. We work on a wide variety of projects that vary in both size and scope, and our primary goal is to effectively serve all of our clients.

Gibson Transportation Consulting prepared transportation studies for some of the largest and most controversial development projects in Southern California including Century City Center, Playa Vista, the NBCUniversal Evolution Plan, Bakersfield Commons, and Wilshire Grand Center.

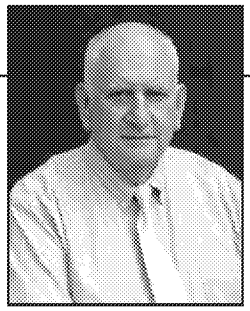
Gibson Transportation Consulting is currently conducting transportation analyses for Dodger Stadium, Disneyland, the AMPAS Academy Museum of Motion Pictures, The Citadel Outlets, and the Los Angeles County Museum of Art. We are also conducting studies for the Master Plans for Paramount Pictures Studios and the University of Southern California, as well as studies for multiple residential and mixed-use projects in Hollywood and Downtown Los Angeles. Gibson Transportation Consulting led the transportation studies for the award-winning Memphis Aerotropolis: Airport City Master Plan in Memphis, Tennessee and we recently completed studies for the University of Redlands, Cal Poly Pomona, The Huntington Library Education and Visitors Center Project, the LAX Northside Plan Update, a proposed minor league professional baseball stadium in the Central Valley, a renewable energy center in Rialto and for Disney | ABC at its Golden Oak Ranch in the unincorporated Santa Clarita Valley area of Los Angeles County.

We are preparing, or have prepared, traffic and parking studies for Westfield LLC at its regional shopping centers at Carlsbad, Culver City, Eastland, MainPlace, North County, Promenade, Santa Anita, Topanga, University Towne Centre, Valencia Town Center, The Village at Westfield Topanga, and West Covina; for The Irvine Company at its regional shopping centers at Fashion Island, Irvine Spectrum Centre, and Tustin Marketplace, as well as its entire neighborhood shopping center portfolio; for RREEF/Jones Lang LaSalle at Manhattan Village and Villa Marina Marketplace; for Macerich at Fashion Outlets, Lakewood Center, Los Cerritos Center, Panorama Mall, Santa Monica Place, and the Westside Pavilion; for General Growth Properties at Stonestown Galleria in San Francisco and Fallbrook Center in Los Angeles; and for The Original Farmers Market in Los Angeles.

Gibson Transportation Consulting staff members have extensive experience in event center and stadium planning, and have conducted traffic and parking studies, prepared parking lot designs, and developed parking management plans for Levi's Stadium (San Francisco 49ers) in Santa Clara; Dodger Stadium, STAPLES Center, and the Los Angeles Memorial Coliseum in Los Angeles; the Rose Bowl in Pasadena; StubHub Center in Carson; The Gardens Casino in Hawaiian Gardens; Angel Stadium and the Honda Center in Anaheim; LEGOLAND California theme park in Carlsbad, California; Skypark at Santa's Village in Skyforest, California; University of Phoenix Stadium (Arizona Cardinals) and Gila River Arena (Phoenix Coyotes) in Glendale, Arizona; Arizona Stadium in Tempe, Arizona; Huangguoshu Falls in Guizhou Province, China; and the Dubailand Theme Parks in Dubai, United Arab Emirates.

We prepared the shared parking element of the award-winning Fullerton Transportation Center (FTC) Specific Plan for the City of Fullerton, and we worked with the City of Buena Park planning the traffic and parking requirements for its growing E-Zone entertainment district. Other recent projects include parking and traffic studies for the Cities of Anaheim, Arcadia, Brea, Burbank, Culver City, Downey, Monrovia, Pomona, San Marino, Santa Monica, and Whittier, California; the City of Fairfax, Virginia; the Port of Los Angeles; and the California Department of Transportation. Our financial pro forma analyses have supported the sale of parking revenue bonds for the Aquarium of the Pacific garage in Long Beach and the PETCO Park garage in downtown San Diego.

Gibson Transportation Consulting is a certified Small (Micro) Business Enterprise with the State of California, a Local Small Business Enterprise with the County of Los Angeles, and a certified Small Local Business with the City of Los Angeles.



Patrick A. Gibson, P.E., PTOE
President

EXPERIENCE

49 Years

EDUCATION

Master of Science,
Transportation Engineering,
Northwestern University

Bachelor of Science,
Engineering Science,
Oakland University

CERTIFICATIONS

Civil Engineer, States of California, Arizona, Illinois, and Nevada

Traffic Engineer,
State of California

Professional Traffic Operations Engineer,
National Registration

AFFILIATIONS

Institute of Transportation Engineers,
Fellow, Life Member

Committee Member on Design of Regional Shopping Centers

PUBLICATIONS

Shared Parking,
1st and 2nd Editions,
Urban Land Institute and International Council of Shopping Centers

Parking Requirements for Shopping Centers,
2nd Edition
Urban Land Institute and International Council of Shopping Centers

Fast Food Restaurant with Drive-Through Pass-by Travel Survey
Presented at Institute of Transportation Engineers Intermountain Section Meeting, May 2011

Pat Gibson has nearly 50 years of experience in preparing traffic and parking analyses for both public and private sector projects, including event centers and stadia, theme parks, movie studios, schools and universities, hospitals and medical centers, office buildings, shopping centers, residential projects, and industrial uses.

Current and recent projects include Angel Stadium, Century City Center, The Disneyland Resort®, Dodger Stadium, Dubailand Theme Parks, The Huntington Library, LAX Northside Plan Update, Levi's Stadium, Lucas Museum of Narrative Art, Paramount Pictures Studios, The Village at Westfield Topanga, Universal Studios Hollywood, University of Southern California, the Veterans Administration Long Beach Healthcare System, and Wilshire Grand Center. Pat also currently serves as the City Traffic Engineer for the City of Monrovia, California.

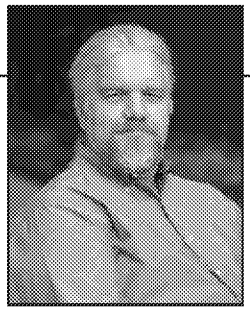
Other current projects include The Citadel, Santa Clara Square, Sportsmen's Lodge, Terminal Annex, Tustin Marketplace, and Union Station, as well as numerous projects in Burbank, Commerce, Glendale, Los Angeles, Newport Beach, Pasadena, and Temecula. Pat recently completed studies for ABC's Golden Oak Ranch, California Polytechnic University, Pomona, Irvine Spectrum Center, Los Angeles Memorial Coliseum, Los Angeles Streetcar, Millenia Town Center, University of Redlands, Westfield Santa Anita, and theme parks in China and Dubai, UAE.

Pat has directed parking needs, feasibility, and functional design studies, as well as numerous shared parking and parking financial analyses, throughout the United States, including over 50 downtown parking studies, such as the Downtown San Jose Parking Management Plan, Downtown Pomona Parking Management Plan, and downtown parking studies for Beverly Hills, Brea, Buena Park, Fullerton, Long Beach, Los Gatos, Monrovia, Pasadena, San Diego, Temecula, and Whittier, California.

Pat began his career in Chicago, where he specialized in studies for regional shopping centers across the United States, new town transportation planning for towns in the Midwest and Canada, and large-scale traffic safety studies for the federal government. Pat came to California, first to San Jose and then to Southern California, to run his company's traffic engineering and transportation planning practice.

Pat co-authored both editions of Shared Parking as well as Parking Requirements for Shopping Centers, 2nd Edition for the Urban Land Institute and International Council of Shopping Centers.

Pat was named Outstanding Transportation Educator by the Institute of Transportation Engineers Western District and was twice named Civil and Environmental Engineering Department Lecturer of the Year at the University of California, Los Angeles.



Brian Hartshorn
Senior Associate

EXPERIENCE

27 Years

EDUCATION

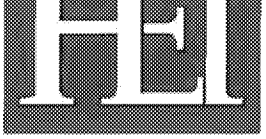
Bachelor of Arts, Theatre
University of California,
Riverside

Brian Hartshorn has 27 years of experience in large and small scale transportation impact reports, including new development, redevelopment, land use modifications, general plan amendments, parking, access and circulation review studies throughout Southern California. Brian specializes in complex network analyses, coordinated systems analyses, large data collection projects, specific plans, and micro-simulation for planning, operational, and presentation needs.

Brian recently created micro-simulations and circulation studies for NBCUniversal to demonstrate the effect of freeway ramp alternatives and driver travel times, and toll plaza discharge rates. He built a micro-simulation for the Downtown Los Angeles Streetcar alignment to test travel speeds and delays within the corridor which required application of advanced detection and priority signal phasing. Other micro-simulations have been calibrated to test pedestrian movement through busy intersections, including "scramble" type operations and/or grade separated crossings, as well as public transit stops, fixed rail systems, and bicycle corridors. He is currently involved in several circulation improvement projects for area schools with complex pick-up and drop-off activities, as well as managing large scale data collection efforts for projects requiring annual reporting of trip caps. Ongoing projects include traffic impact studies for large transit oriented developments and mixed-use projects throughout the area, including the Jefferson & La Cienega and College Station projects, among other similar uses in Chinatown, Downtown, and those clustered near high-volume transit corridors, and continues to work on redevelopment projects from San Diego to Los Angeles.

After graduating from the University of California, Riverside with a degree in Theatre, Brian worked as a theatre director and stage manager in Southern California and New York City before joining the world of transportation engineering in San Diego.

EXHIBIT 3



SPECIAL REPORT 17

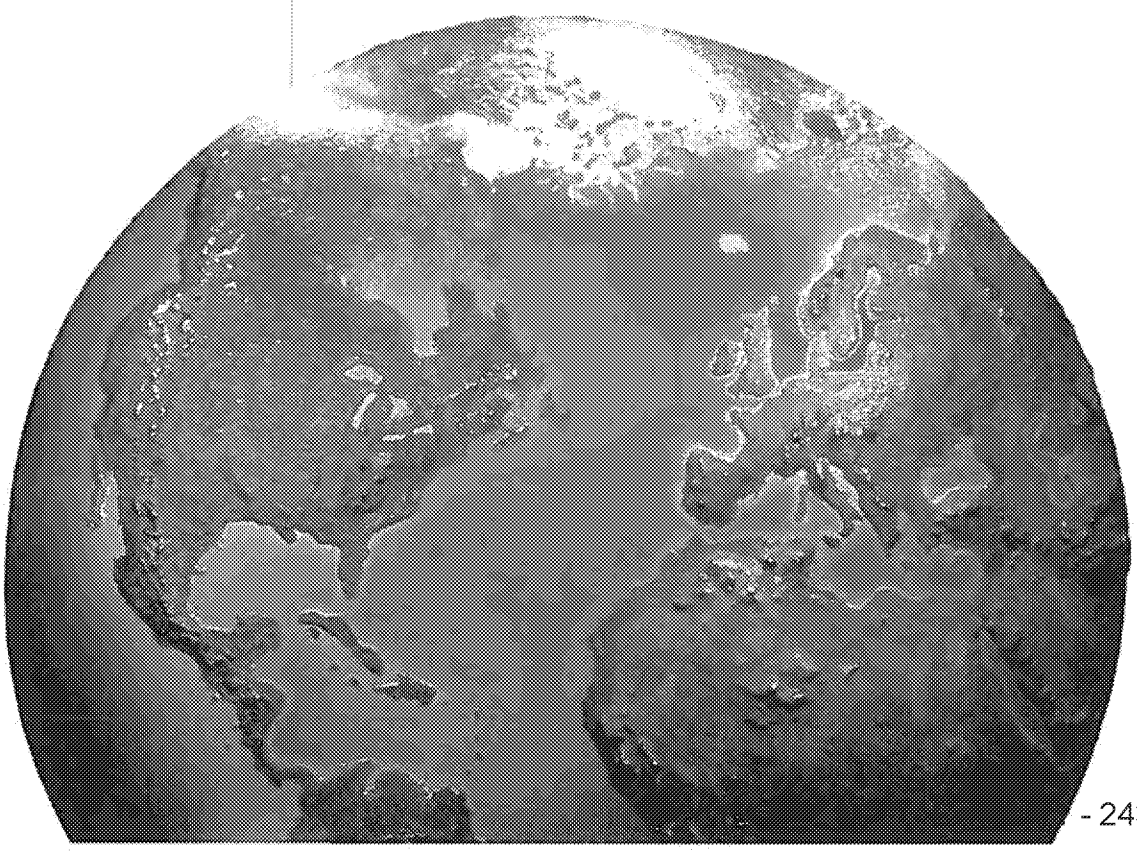
HEALTH EFFECTS INSTITUTE

January 2010

PRESS VERSION January 12, 2010

Traffic-Related Air Pollution: A Critical Review of the Literature on Emissions, Exposure, and Health Effects

HEI Panel on the Health Effects of Traffic-Related Air Pollution



Traffic-Related Air Pollution

A Critical Review of the Literature on Emissions, Exposure, and Health Effects

HEI Panel on the Health Effects of Traffic-Related Air Pollution

Special Report 17

Health Effects Institute

Boston, Massachusetts

Trusted Science • Cleaner Air • Better Health

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CONTENTS

ABOUT HEI

The Health Effects Institute is a nonprofit corporation chartered in 1980 as an independent research organization to provide high-quality, impartial, and relevant science on the effects of air pollution on health. To accomplish its mission, the institute

- Identifies the highest-priority areas for health effects research;
- Competitively funds and oversees research projects;
- Provides intensive independent review of HEI-supported studies and related research;
- Integrates HEI's research results with those of other institutions into broader evaluations; and
- Communicates the results of HEI research and analyses to public and private decision makers.

HEI receives half of its core funds from the U.S. Environmental Protection Agency and half from the worldwide motor vehicle industry. Frequently, other public and private organizations in the United States and around the world also support major projects or certain research programs. Additional work for this report was funded by the U.S. Federal Highway Administration.

HEI has funded more than 280 research projects in North America, Europe, Asia, and Latin America, the results of which have informed decisions regarding carbon monoxide, air toxics, nitrogen oxides, diesel exhaust, ozone, particulate matter, and other pollutants. These results have appeared in the peer-reviewed literature and in more than 200 comprehensive reports published by HEI.

HEI's independent Board of Directors consists of leaders in science and policy who are committed to fostering the public–private partnership that is central to the organization. The Health Research Committee solicits input from HEI sponsors and other stakeholders and works with scientific staff to develop a Five-Year Strategic Plan, select research projects for funding, and oversee their conduct. The Health Review Committee, which has no role in selecting or overseeing studies, works with staff to evaluate and interpret the results of funded studies and related research.

All project results and accompanying comments by the Health Review Committee are widely disseminated through HEI's Web site (*www.healtheffects.org*), printed reports, newsletters, and other publications, annual conferences, and presentations to legislative bodies and public agencies.

EXECUTIVE SUMMARY

INTRODUCTION

Motor vehicles are a significant source of urban air pollution and are increasingly important contributors of anthropogenic carbon dioxide and other greenhouse gases. As awareness of the potential health effects of air pollutants has grown, many countries have implemented more stringent emissions controls and made steady progress in reducing the emissions from motor vehicles and improving air quality. However, the rapid growth of the world's motor-vehicle fleet due to population growth and economic improvement, the expansion of metropolitan areas, and the increasing dependence on motor vehicles because of changes in land use has resulted in an increase in the fraction of the population living and working in close proximity to busy highways and roads — counteracting to some extent the expected benefits of pollution-control regulations and technologies.

This Special Report, developed by the Health Effects Institute (HEI) Panel on the Health Effects of Traffic-Related Air Pollution, summarizes and synthesizes information linking emissions from, exposures to, and health effects of traffic sources (i.e., motor vehicles). The term *traffic-related exposure* is used in this report to refer to exposure to primary emissions from motor vehicles, not to the more broadly dispersed secondary pollutants such as ozone (O_3) that are derived from these emissions. The report focuses on specific scenarios with a high aggregation of motor vehicles and people — that is, urban settings and residences in proximity to busy roadways.

EMISSIONS FROM MOTOR VEHICLES

Motor vehicles emit large quantities of carbon dioxide (CO_2), carbon monoxide (CO), hydrocarbons (HC), nitrogen oxides (NO_x), particulate matter (PM), and substances known as mobile-source air toxics (MSATs), such as benzene, formaldehyde, acetaldehyde, 1,3-butadiene, and lead (where leaded gasoline is still in use). Each of these, along with secondary by-products, such as ozone and secondary aerosols (e.g., nitrates and inorganic and organic acids), can cause adverse effects on health and the environment. Pollutants from vehicle emissions are related to vehicle type (e.g., light- or heavy-duty vehicles) and age, operating and maintenance conditions, exhaust treatment, type and quality of fuel, wear of parts (e.g., tires and brakes), and engine lubricants used. Concerns about the health effects of motor-vehicle combustion emissions have led to the introduction of regulations and innovative pollution-control approaches throughout the world that have resulted in a considerable reduction of exhaust emissions, particularly in developed countries. These reductions have been achieved through a comprehensive strategy that typically involves emissions standards, cleaner fuels, and vehicle-inspection programs. Recognizing the likely continued growth in the vehicle fleet and the remaining problems in traffic-related air quality, the United States, European countries, Japan, and other countries are continuing to push for even stricter emissions controls in coming years.

Resuspended road dust, tire wear, and brake wear are sources of noncombustion PM emissions from motor vehicles. As emissions controls for exhaust PM become more widespread, emissions from noncombustion sources will make up a larger proportion of vehicle emissions. Noncombustion emissions contain chemical compounds, such as trace metals and organics, that might contribute to human health effects. However, current estimates of these emissions are highly uncertain. Thus, although they are not regulated in the way exhaust emissions are, noncombustion emissions will need to be considered more closely in future assessments of the impact of motor vehicles on human health.

The quantification of motor-vehicle emissions is critical in estimating their impact on local air quality and traffic-related exposures and requires the collection of travel-activity data over space and time and the development of emissions inventories. Emissions inventories are developed based on

complex emissions models (of which the U.S. Environmental Protection Agency's MOBILE6 has been the most widely used) that provide exhaust and evaporative emissions rates for total HC, CO, NO_x, PM, sulfur dioxide (SO_2), ammonia (NH_3), selected air toxics, and green house gases (GHGs) for specific vehicle types and fuels. The quality of the travel-activity data (such as vehicle-miles traveled, number of trips, and types of vehicles) and the complex algorithms used to derive the emissions factors suggest the presence of substantial uncertainties and limitations in the resulting emissions estimates (NARSTO 2005). It should be noted that estimates of PM emissions have had very limited field valuation and verification.

The actual measurement of motor-vehicle emissions is critically important for validating the emissions models. Studies that have sampled the exhaust of moving vehicles in real-world situations (specifically, in tunnels or on roadways) have contributed very useful information about the emissions rates of the current motor-vehicle fleet and also have allowed the evaluation of the impact of new emission-control technologies and fuels on emissions.

Receptor models have been used to estimate the contributions of various types of sources, including motor vehicles, to ambient air pollution. Some of the models (those defined as *chemical mass balance models*) require the knowledge of the chemical profile of both the emissions of all the area sources and the air at the receptor (that is, the impacted location). Other models (referred to as *principal components and factors analyses*) do not require a priori knowledge of the source profiles. The application of these models has yielded a wide range of results on the contribution of motor vehicles to ambient pollution, depending on the model, the location of the monitoring sites, and the other sources present. In U.S. cities, the results show that motor-vehicle contributions range from 5% in Pittsburgh, Pa., under conditions with very high secondary aerosol, to 49% in Phoenix, Ariz., and 55% in Los Angeles, Calif. Outside the United States, estimates of the motor-vehicle contribution to $PM_{2.5}$ (PM ≤ 2.5 μm in aerodynamic diameter) range from 6% in Beijing, China, to 53% in Barcelona, Spain.

Ultimately, an important goal of emissions-characterization studies is to improve our ability to quantify human exposure to emissions from motor vehicles, especially in locations with high concentrations of vehicles and people. Such characterization requires improving emissions inventories and a more complete understanding of the chemical and physical transformations on and near roadways that can produce toxic gaseous, semivolatile, and particle-phase chemical constituents.

ASSESSMENT OF EXPOSURE TO TRAFFIC-RELATED AIR POLLUTION

Traffic-related emissions contribute to primary and secondary local, urban, and regional (background) pollutant concentrations against a background of similar contaminants emitted from other sources. Traffic emissions are the principal source of intra-urban variation in the concentrations of air pollutants in many cities; thus, population-oriented central monitors cannot by themselves capture this spatial variability. Studies that have examined gradients in pollutants as a function of distance from busy roadways have indicated exposure zones for traffic-related air pollution in the range of 50 to 1500 m from highways and major roads, depending on the pollutant and the meteorologic conditions.

Because it is not practical or feasible to measure all the components of the traffic-pollutant mix, surrogates of traffic-related pollution have been used as a reasonable compromise for assessing the contribution of traffic emissions to ambient air pollution and for estimating traffic exposure. Surrogates can also help in the assessment of spatial and temporal distributions of ambient pollution related to motor vehicles and of traffic-mitigation control strategies.

Two broad categories of surrogates have been used in epidemiology studies to estimate traffic exposure: (1) measured or modeled concentrations of pollutant surrogates and (2) direct measures of traffic itself (such as proximity, or distance, of the residence to the nearest road and traffic volume within buffers). The most commonly used traffic-pollutant surrogates include CO, NO_2, elemental carbon (EC; or black carbon [BC] or black smoke [BS]), PM, benzene, and ultrafine particles (UFP). Exposure models include geostatistical interpolation, land-use regression, dispersion, and hybrid models (the latter combine time–activity data, personal measurements, and models). They incorporate numerous parameters (such as meteorologic variables, data on land use, traffic data, and monitoring data or emissions rates depending on the model) and can improve the spatial representation of the local impact of traffic against a background of regional and urban concentrations. However, the accuracy of the inputs is critical to the usefulness of any given model.

None of the pollutant surrogates considered in the report met all the criteria for an ideal surrogate. Data are not available to assess the ratios of the surrogates to emissions from all sources over time. CO, benzene, and NO_x (in this case NO_2), found in on-road vehicle emissions, are components of emissions from all sources, making it difficult to disentangle the

contributions from motor vehicles from other sources (including some in indoor environments). Primary, on-road vehicle emissions of PM ($PM_{2.5}$ or PM_{10} [PM ≤ 10 μm in aerodynamic diameter]) represent only a small contribution to emissions from all sources, typically around 3%. EC has been used as a surrogate, primarily for diesel exhaust, although it is not a specific marker, unless other sources are ruled out. UFP concentrations are very high in vehicle-exhaust plumes but decrease rapidly with distance from the source, which poses a significant challenge for characterization of the spatial and temporal concentration gradients of UFP from roadway traffic.

With regard to exposure models, the Panel noted that, although proximity models (direct measures of traffic) are the easiest to implement, they are error prone because they ignore the parameters that affect the dispersion and physicochemical activity of the pollutants. Moreover, estimates based on proximity can be confounded by factors such as socioeconomic status and noise. Geostatistical interpolation models are best implemented in conjunction with dense, well-distributed monitoring networks; their chief limitations are the size of the network and the number of measurements needed over time to estimate the spatial distribution of pollution surrogates accurately. Land-use regression is appealing in that it can account for the diversity of sources that contribute to a surrogate; however, the true contribution (in terms of associated variance) of traffic to the regression is not always known or reported. Dispersion models utilize motor-vehicle–emissions and air-quality data and incorporate meteorologic data, but must be calibrated correctly to realize their advantages. These models are very data- and computation-intensive and depend on the validity of the model assumptions. Hybrid models that combine measurements of personal exposure to traffic surrogates or time–activity data with exposure models come closest to a logistically feasible "best" estimate of human exposure.

Factors influencing ambient concentrations of a traffic-pollutant surrogate are related to time–activity patterns, meteorologic conditions, vehicle volume and type, driving patterns, land-use patterns, the rate at which chemical transformations take place, and the degree to which the temporal and spatial distribution of the surrogate reflects the traffic source.

To improve assessment of exposure to traffic-related pollution, a potential solution is the deployment of a large number of monitors in places where concentrations of air pollutants are expected to be highly variable and the population density is high. The use of models that incorporate numerous spatial factors in order to estimate exposures that are more relevant to the individual's exposure situation can also be helpful.

The Panel concluded that the impact of vehicle emissions extends beyond the local scale to the urban and regional scales. What people are exposed to is influenced by their proximity to the sources, the presence of other ambient or microenvironmental sources, and time–activity patterns. If, as the evidence suggests, groups of lower socioeconomic status experience higher exposures than groups of higher socioeconomic status, this merits consideration in the interpretation of epidemiologic findings and in future regulatory actions.

Based on a synthesis of the best available evidence, the Panel identified an exposure zone within a range of up to 300 to 500 m from a highway or a major road as the area most highly affected by traffic emissions (the range reflects the variable influence of background pollution concentrations, meteorologic conditions, and season) and estimated that 30% to 45% of people living in large North American cities live within such zones.

HEALTH EFFECTS OF TRAFFIC-RELATED AIR POLLUTION: EPIDEMIOLOGY AND TOXICOLOGY

In reviewing the epidemiologic literature on the association between exposure to traffic-related air pollution and health outcomes, the Panel developed criteria for the inclusion of studies based on the characterization of traffic exposure. The Panel decided to include only studies that investigated associations between primary emissions from traffic and human health and that provided specific documentation of a traffic source and estimates of exposure on a local scale. Thus, studies that relied exclusively on measurements from a central monitoring site were not included unless the site was in proximity to traffic. The Panel also developed criteria for inferring whether associations between exposure and health outcome were causal by adapting the criteria used by the U.S. Surgeon General in the report *The Health Consequences of Smoking: A Report of the Surgeon General* (U.S. Department of Health and Human Services 2004). In order to deem the evidence sufficient to conclude that association between a metric of traffic exposure and an outcome was causal, it was necessary for the magnitude and direction of the effect estimates to be consistent across different populations and times and to rule out with reasonable confidence chance, bias in subject selection, and confounding (in particular, socioeconomic status). The four inference criteria applied to this review are listed in Table 1. To these criteria the Panel added a traffic-specific coherence criterion (also included in Table 1) to account for the degree of validity of the traffic-specific exposure metrics. As noted earlier, the Panel concluded that

not all traffic-exposure measures have equivalent validity and considered simple measures of proximity to roads or road length and of pollutant surrogates without specific traffic data to be the least specific. The proximity measures are also likely to introduce confounding.

Modeled estimates of exposure to traffic pollution were thought to be, a priori, more valid than traffic density estimates alone because they account for other factors that affect the exposure, such as geography, land use, and meteorology, when making estimates for particular locations. In addition, the validity of estimates can be enhanced by modeling strategies that separately estimate the contribution of traffic and background pollution to personal exposure.

The Panel developed qualitative and quantitative summaries (in tables and figures) for the estimates of the associations between traffic-related exposure and various health outcomes for the studies reviewed, but did not derive meta-analytic summaries by pooling associations estimates because of the lack of equivalence among the exposure measures and populations studied.

The Panel also reviewed the literature on the toxicology of traffic-related pollution. This included studies of direct exposures to traffic emissions (though there were very few in this category), studies that utilized laboratory atmospheres that replicate aspects of the traffic mix (such as concentrated ambient particles, or gasoline or diesel exhaust), and studies of specific components of emissions from motor vehicles. The aim was to identify possible mechanisms by which exposure to traffic pollutants may cause effects and provide an understanding of the role of traffic emissions in the effects being observed in epidemiology studies. While toxicology studies are limited in their ability to capture the full complexity of human exposure — because of the small number of subjects and, in animal studies, the relevance of the results to humans — they offer the opportunity to explore hypotheses on specific pathophysiologic mechanisms of action.

The Panel evaluated whether oxidative stress might be the underlying mechanism of action by which exposure to pollutants from traffic may lead to adverse health effects. Oxidative stress results from events occurring in any tissue in the body when the prooxidant–antioxidant balance is disturbed. This imbalance can happen when the generation of reactive oxygen species, or *free radicals*, exceeds the available antioxidant defenses and is characterized by the presence of increased cellular concentrations of oxidized lipids, proteins, and DNA. Oxidative stress can trigger inflammatory reactions, which lead to an increased production of oxidants by activated phagocytes recruited to the airways, perpetuating the cycle of oxidative injury.

The Panel concluded that, although the evidence supported the hypothesis that oxidative stress is an important determinant of health effects associated with ambient air pollution in general, the extent to which primary traffic-related pollutants contribute to the burden of reactive oxygen species experienced by humans near roadways remains undefined.

The Panel's main conclusions regarding the epidemiologic associations between exposure to traffic-related air pollution and health outcomes and the toxicologic evidence (when available) are presented below for each health outcome. A discussion of the extent to which toxicology studies do or do not provide general mechanistic support for the observations and inferences contributed by epidemiology studies is also provided.

ALL-CAUSE AND CARDIOVASCULAR MORTALITY

Epidemiology

Very few studies of all-cause mortality or cardiovascular mortality and long-term exposure met the criteria for inclusion in the report. Mostly because of the small number of studies, the evidence for an association of all-cause mortality with long-term exposure was classified as "suggestive but not sufficient" to infer a causal association. Additional factors that led to this classification were the substantial differences among populations, time periods, and confounders across studies.

Only four time-series studies of all-cause mortality associated with short-term exposure met the Panel's criteria; these, too, were classified as "suggestive but not sufficient," largely on the strength of one well-done study (Maynard et al. 2007). Two time-series studies based on source-apportionment models were found to have a number of limitations that prevented a stronger statement about inferred causality.

Many of the issues that applied to studies of all-cause mortality applied as well to studies of cardiovascular mortality associated with long-term exposure and led, similarly, to a classification of "suggestive but not sufficient." Only two time-series studies of cardiovascular mortality met the inclusion criteria, and although they both show positive associations, the Panel concluded that, given the overall paucity of studies, the evidence for effects of short-term exposure was "inadequate and insufficient."

CARDIOVASCULAR MORBIDITY

Epidemiology

Studies that documented changes in cardiac physiology (such as heart-rate variability) after short-term exposure to traffic-related pollution (which was assessed using surrogates,

Executive Summary Table 1. Criteria for Assessing the Presence or Absence of Causal Associations in Studies of the Health Effects of Traffic-Related Air Pollution[a,b]

A. *Sufficient Evidence to Infer the Presence of a Causal Association*

The evidence was deemed sufficient to conclude that an association observed between a metric of traffic exposure and a disease (or biomarker of disease) risk was causal in studies where chance, bias, and confounding could be ruled out with reasonable confidence, and the effect estimates were consistent in magnitude and direction.

Traffic-specific criterion. Classification A was applied:

When all studies were of the appropriate quality, at least one study measured traffic density or modeled traffic exposure[c], measures of socioeconomic status were taken into account in distance-only studies, and the studies' results were consistent.

B. *Suggestive but Not Sufficient Evidence to Infer the Presence of a Causal Association*

The evidence was deemed suggestive but not sufficient to conclude that an association between a metric of traffic exposure and a specific disease (or biomarker of disease) risk was causal in studies where chance, bias, and confounding could not be ruled out with reasonable confidence.

Traffic-specific criterion. Classification B was applied:

When all the criteria for Classification A were met except that only studies that used distance-based metrics were available

OR

When all the criteria for Classification A were met except that not all the studies that used distance-only metrics took into account measures of socioeconomic status or the studies took into account measures of socioeconomic status but the results were not consistent.

C. *Inadequate and Insufficient Evidence to Infer the Presence or Absence of a Causal Association*

The evidence was deemed inadequate and insufficient when the available studies were of insufficient quality, consistency, or statistical power to conclude whether a causal association was present or absent.

Traffic-specific criterion. Classification C was applied:

When the results from studies that used distance-only metrics were not consistent

OR

When the results of all studies using distance-only metrics were consistent but all those studies failed to include measures of socioeconomic status

OR

When the results from at least one study based on traffic density or modeled traffic exposure were inconsistent with those from distance-only studies

OR

When the number of distance-only studies was too small.

D. *Evidence Suggestive of No Causal Association*

The evidence was deemed suggestive of no causal association when there were several adequate studies, covering the full range of human exposure levels, that were consistent in not showing a positive association, at any level of exposure, between exposure to a metric of traffic exposure and a disease outcome. (Of course, a conclusion of "no association" is inevitably limited to the conditions, level of exposure, and length of observation covered by the available studies. In addition, the possibility of a very small elevation in risk at the levels of exposure studied cannot be excluded.)

Traffic-specific criterion. Classification D was applied:

When studies were of adequate quality (using distance-only metrics or at least some measures of traffic density or modeled traffic exposure) and were consistent in failing to find an association.

[a] The Panel did not use exposure–response gradations as a criterion because, in virtually all epidemiologic studies, it is difficult to infer meaningful exposure–response gradations from the types of exposure metrics used or the forms of data presented.

[b] This table was adapted from Tables 4.2a and 4.2.b in Chapter 4.

[c] In some cases, this criterion was met when modeling or source-apportionment data were cited to show that a pollution surrogate in the study was reasonably accurate in representing the traffic sources in the study area.

source apportionment, or pseudo-personal monitoring) provided strong evidence for a causal association with the exposure. However, the failure of some studies to consider stress and noise as potential confounders led the Panel to classify them as "suggestive but not sufficient" to infer a casual association. Among the studies that evaluated cardiovascular morbidity, two well-executed studies on hospitalization for acute myocardial infarction were identified (Rosenlund et al. 2006; Tonne et al. 2007). In addition, a prospective study in a German cohort reported an association between living near a major road and coronary-artery calcification as well as higher prevalence of coronary heart disease (Hoffmann et al. 2006, 2007). Collectively, these studies made a very strong case for an association between exposure to traffic-related pollutants and atherosclerosis. However, because of the small number of studies, the Panel classified them as "suggestive but not sufficient" to infer a causal association.

Toxicology

There have been a few toxicology studies that examined the cardiovascular effects of traffic emissions specifically. However, the Panel concluded that the recent toxicology literature provides suggestive evidence that exposure to pollutants that are components of traffic emissions, including ambient and laboratory-generated PM and exhaust from diesel and gasoline-fueled engines, alters cardiovascular function. There is also evidence, albeit inconsistent, for acute effects on vascular homeostasis and suggestive evidence in animal models that repeated exposures to ambient PM in general enhance the development of atherosclerosis. Some studies support the involvement of oxidative stress. Although the evidence from toxicology studies in isolation is not sufficient in terms of a causal association between traffic emissions and the incidence or progression of cardiovascular disease, when viewed together with the epidemiologic evidence, a stronger case could be made for a potential causal role for traffic-related pollutants in cardiovascular-disease morbidity and mortality. The extent to which these associations apply to individuals without underlying cardiovascular disease cannot be determined from the evidence available at this time.

ASTHMA AND RESPIRATORY SYMPTOMS

Asthma is an inflammatory disease of the lung airways characterized by episodic obstruction of the airways, which can lead to chronic obstructive lung disease. The most prevalent form of asthma in children and young adults is allergic asthma, which develops as an immune response to inhaled allergens. Individuals with asthma and other allergic conditions who have an increased tendency to develop immediate and localized reactions to allergens (such as pollens) that are mediated by immunoglobulin E (IgE) are referred to as "atopic."

Epidemiology

In epidemiology studies, asthma is most frequently identified by means of responses to questionnaires that do not make use of a single, universally accepted set of questions, alone or in combination with other criteria. This is further complicated by the challenges of distinguishing factors that affect its onset from those (often the same factors) that lead to its episodic worsening. A history of asthma symptoms (such a wheezing) often is used in epidemiology studies as part of the definition both of asthma's onset (incidence) and of its prevalence and exacerbation.

Respiratory Health Problems in Children: Asthma Incidence and Prevalence Seven studies conducted in four separate cohorts and one case-control study qualified as studies of asthma incidence in children. Eleven studies qualified as studies of asthma prevalence in children. From these studies, the Panel concluded that living close to busy roads appears to be an independent risk factor for the onset of childhood asthma. The Panel considered the evidence for a causal relation to be in a gray zone between "sufficient" and "suggestive but not sufficient." The results found across the studies followed a pattern that would be expected under the plausible assumption that the pollutants really are causally associated with asthma development, if only among a subset of children with some accompanying pattern of endogenous or exogenous susceptibility factors. The conditions that underlie an increased risk for asthma development among children exposed to traffic-related pollutants are not known.

Exacerbation of Symptoms in Children with and without Asthma and Health-Care Utilization for Respiratory Problems Among the more than 20 cohort and cross-sectional studies reviewed that examined the association between exposure to traffic-related pollution and wheezing (an important symptom in the expression and diagnosis of asthma) in children, there was a high degree of consistency in finding positive associations, many of which reached statistical significance (i.e., had reasonably precise point estimates of associations). This was true particularly for the large majority of studies that used models to assign estimates of local concentrations of pollutants, such as NO_2 or soot (the carbonaceous component of PM), to the place of residence of the study participants. Studies based on proximity or traffic density also indicated an association between exposure and wheezing. In addition, exacerbation

of other asthma-related symptoms, such as cough or dry cough, was consistently associated with exposure across a variety of exposure measures. Although most studies were not restricted to children with asthma, all these symptoms were more prevalent among those with asthma, and it is very likely that the observed associations were driven by exacerbations of asthma in mixed groups of participants. The Panel concluded that the evidence is "sufficient" to infer a causal association between traffic exposure and exacerbations of asthma but that it is "inadequate and insufficient" to infer a causal association between exposure and respiratory symptoms in children without asthma.

Nine studies assessed the association between exposure to traffic-related pollution and the use of health-care services to treat respiratory problems in children. Most of the studies reported positive associations between exposure and hospital-admission rates, but the majority had methodologic problems that hampered their interpretation. The panel concluded that there is "inadequate and insufficient" evidence to infer a causal association.

Respiratory Health Problems in Adults: Asthma Onset and Respiratory Symptoms The Panel noted that the evidence between exposure to traffic-related pollution and new adult asthma was "inadequate and insufficient" as this was investigated in only one study (Modig et al. 2006). The Panel reviewed 17 studies on respiratory symptoms, of which all but one relied on proximity to roads or traffic-density measures, and concluded that the evidence for a causal association is "suggestive but not sufficient."

Toxicology

The few human studies in which subjects were exposed to realistic traffic conditions (a road tunnel or busy street) are supportive of the possibility that persons with asthma may be more susceptible to adverse health effects (such as decrements in lung function and enhanced responses to allergens) related to such exposure. The Panel's evaluation of the toxicologic data on the respiratory system regarding the effects of components of traffic-related air pollution was that such exposures result in mild acute inflammatory responses in healthy individuals and enhanced allergic responses in allergic asthmatics and animal models.

When the epidemiologic and toxicologic data were viewed together, the Panel noted that a case could be made that there are likely to be causal associations related to exposure to traffic-related air pollution and asthma exacerbation and some other respiratory symptoms. However, given the lack of a large body of toxicologic data based on human and animal exposures to real-world traffic scenarios, the Panel noted that it was hazardous to conclude that causality has been established at this time for all respiratory symptoms at all ages.

LUNG FUNCTION AND CHRONIC OBSTRUCTIVE PULMONARY DISEASE

Changes in lung function are considered reliable markers of health that reflect the effects of endogenous and cumulative exposure to exogenous factors that might have adverse health consequences. Reduced lung function is strongly associated with future morbidity from a variety of causes and is a predictor of life expectancy (Hole et al. 1996); however, the relevance to health of small, short-term changes has not been assessed. The Panel considered lung function and chronic obstructive pulmonary disease (COPD) together in this review, because the principal criterion for the diagnosis of COPD is based on lung-function measures.

Epidemiology

Lung Function in Children and Adults The studies reviewed were heterogeneous in their design, approach to exposure assessment, and lung-function measures. Given their limited comparability, the Panel concluded that the evidence is "suggestive but not sufficient" to infer a causal association between short- and long-term exposure to traffic-related pollution and decrements in lung function. However, in the case of long-term exposure, there was some coherence in the data, suggesting that (1) long-term exposure is associated with changes in lung function in adolescents and young adults; (2) lung-function measures are lower in people who live in more polluted areas; and (3) changing residence to a less-polluted area in one study is associated with improvements in lung function (Burr et al. 2004). The first and second points are consistent with longer-lasting effects on lung structure and/or function. The third point can be interpreted to indicate that some component of the apparent effects on lung function is reversible or is more the result of short-term exposure.

Chronic Obstructive Pulmonary Disease Because only two of the COPD studies fulfilled the criteria for inclusion in the review and their results were not consistent, the Panel concluded that there is "inadequate and insufficient" evidence for causal associations between exposure to traffic pollution and COPD.

Toxicology

A very limited database of controlled human exposure has shown short-term reductions in forced expiratory volume in 1 second (FEV_1) and increases in inflammation

with exposure to traffic-related air pollution. However, the two end points have not been associated with each other. Virtually no data are available from animal models. There are no studies of traffic-related air pollution and COPD.

While the epidemiology studies do provide suggestive evidence for chronic exposure effects on lung function in adolescents and young adults, there are too few toxicologic data to indicate what mechanisms underlie these observations. The aggregate epidemiologic and toxicologic evidence on chronic exposure to traffic-related air pollution and altered lung function in older adults and the occurrence of COPD is too sparse to permit any inference with respect to causal association.

ALLERGY

Epidemiology

The 16 epidemiology studies on this outcome included in the review not only had to meet criteria for the quality of their exposure data but also had to report at least one of the following: (1) positive skin-prick testing for common aeroallergens; (2) serum-specific IgE to common aeroallergens; (3) a physician's diagnosis of eczema or allergic rhinitis; or (4) use of questionnaires on the history of symptoms of hay fever, seasonal runny nose, rhinitis or conjunctivitis, or itchy eyes. With a few inconsistent exceptions, results based on the skin-prick test reactivity or allergen-specific IgE failed to show associations with any of the traffic-exposure surrogates. Inconsistent results with self-reported symptoms were also noted. The Panel concluded that there is "inadequate and insufficient" evidence to infer a causal association, or even a noncausal association, between exposure to traffic-related pollution and IgE-mediated allergies. Overall, the lack of consistency across epidemiology studies might have reflected a failure to identify susceptible subgroups.

Toxicology

The Panel noted that the toxicology data provide strong mechanistic evidence with respect to the diesel particle component of traffic-generated pollution and IgE-mediated allergic reactions and some evidence for NO_2 and late-phase response to allergen. However, the epidemiology studies were inconsistent. The relevance of the toxicology studies (often by nasal instillation with diesel exhaust particles) to the actual manifestations of non-asthmatic allergic phenotypes (e.g., allergic rhinitis or conjunctivitis, eczema, serum-specific IgE, and evidence of sensitization to aeroallergens) could not be determined.

BIRTH OUTCOMES

Epidemiology

Although a considerable body of data from around the world has identified consistent associations between exposure to ambient air pollution in general and various birth-outcome measures (low birth weight, small for gestational age, and perinatal mortality), only four studies of exposure to traffic-related pollution met the criteria for inclusion in this review. The small number of studies and their limited geographic coverage led the Panel to conclude that there is "inadequate and insufficient" evidence to infer causality.

Toxicology

The toxicology studies reported effects on reproductive organs and sperm functionality in animals, but these outcomes were not evaluated in the epidemiology studies. Among the challenges in interpreting these results are the data limitations and the almost-universal use of very high exposure concentrations that have questionable relevance to actual ambient concentrations. Due to their lack of overlap, the epidemiology and toxicology studies on reproductive health and birth outcomes do not lend themselves to any overall synthesis.

CANCER

Epidemiology

The Panel focused on general-population exposure studies and did not review the extensive epidemiologic literature on cancer from occupational exposure to traffic emission constituents (e.g., benzene and diesel exhaust). Among the studies reviewed, five were of childhood cancers (mainly leukemias, lymphomas, and cancers of the central nervous system), and four of adult cancers (two of lung cancer, one of female breast cancer, and one of several cancers combined). Data on childhood cancers were inconclusive in terms of overall consistency and of specific cancers. Too few data were available in adults. Overall the Panel concluded that the evidence was "inadequate and insufficient" to make inferences for causality between exposure to traffic pollution and cancer.

Toxicology

The toxicologic research summarized included in vitro mutagenicity studies of exposure of cells to PM from traffic pollution, diesel or biodiesel exhaust, and organic components of some of these mixtures, as well as animal carcinogenicity studies after exposure to exhaust from diesel and

gasoline-fueled engines. Although studies in cells demonstrating the capacity of DEP to induce DNA-strand breaks, base oxidation, and mutagenicity provide a possible mechanism for the induction of carcinogenicity by traffic-related pollution, the applicability of in vitro mutagenicity studies to human risk assessment has been questioned. Animal studies have demonstrated the ability of high concentrations of exhaust components in both diesel and gasoline-fueled engines to cause tumors in animals. However, caution must be exercised in extrapolating these data to people exposed to much lower concentrations of pollutants, as seen in the epidemiology studies. Therefore, the Panel concluded that any statement that tries to relate the toxicologic to the epidemiologic data is premature at this time.

OVERALL CONCLUSIONS

Studies have shown that traffic-related emissions affect ambient air quality on a wide range of spatial scales, from local roadsides and urban scales to broadly regional background scales. Based on a synthesis of the best available evidence, the Panel identified an exposure zone within a range of up to 300 to 500 m from a major road as the area most highly affected by traffic emissions (the range reflects the variable influence of background pollution concentrations, meteorologic conditions, and season).

Surrogates for traffic-related exposure have played, and are likely to continue to play, a preeminent role in exposure assessments in epidemiology studies. The optimal selection of relevant surrogates (especially surrogates that are single chemicals) depends on accurate knowledge of the degree to which they represent the chemical and physical properties of the actual primary traffic-pollution mixtures to which humans are exposed, which, in turn, depends on accurate knowledge of motor-vehicle–emissions composition and near-source transformation and dispersion. The Panel concluded that none of the pollutant surrogates (CO, NO_2, UFP, EC, and benzene) is unique to emissions from motor vehicles. Among the surrogates based on traffic-exposure models, the question remains as to the extent to which the proximity model (i.e., the simple distance-to-road measures) should be employed in future epidemiology studies because it is particularly prone to yielding measures potentially containing extraneous information that can lead to the confounding of associations between health effects and exposure. In the Panel's view, the hybrid model is the current optimal method of assigning exposures to primary traffic-related pollution.

Many aspects of the epidemiologic and toxicologic evidence relating adverse human health effects to exposure to primary traffic-generated air pollution remain incomplete. However, the Panel concluded that the evidence is sufficient to support a causal relationship between exposure to traffic-related air pollution and exacerbation of asthma. It also found suggestive evidence of a causal relationship with onset of childhood asthma, nonasthma respiratory symptoms, impaired lung function, total and cardiovascular mortality, and cardiovascular morbidity, although the data are not sufficient to fully support causality. For a number of other health outcomes, there was limited evidence of associations, but the data were either inadequate or insufficient to draw firmer conclusions. The Panel's conclusions have to be considered in the context of the progress made to reduce emissions from motor vehicles. Since the epidemiology studies are based on past estimates of exposure from older vehicles, they may not provide an accurate guide to estimating health associations in the future.

In light of the large number of people residing within 300 to 500 m of major roads, the Panel concludes that the sufficient and suggestive evidence for these health outcomes indicates that exposures to traffic-related pollution are likely to be of public health concern and deserve public attention. Although policy recommendations based on these conclusions are beyond the scope of this report, the Panel has tried to organize, summarize, and discuss the primary evidence in ways that will facilitate its usefulness to policy makers in the years ahead.

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EXHIBIT 4

CITY OF INGLEWOOD

OFFICE OF THE CITY MANAGER

Inglewood
All-America City
2009

DATE: April 10, 2018

TO: Mayor and Council Members

FROM: Economic and Community Development Department

SUBJECT: **Amendment to Professional Services Agreements with Environmental Science Associates and Trifiletti Consulting for Services Associated with the Environmental Review of a National Basketball Association Arena and Associated Facilities (Proposed Project) near the Intersection of Prairie Avenue and Century Boulevard**

RECOMMENDATION:

It is recommended that the Mayor and City Council take the following actions:

1) Amend Agreement No. 18-056 with ESA (Environmental Science Associates) to modify the scope of services to include the Phase 2 Scope of Work with a cost of $2,228,032; and,
2) Amend Agreement No. 18-057 with Trifiletti Consulting to modify the scope of services to include Phase 2 Scope of Work with a cost of $354,701.10 for Phase II; and,
3) Adopt a resolution amending the FY 2017-2018 Budget.

BACKGROUND:

On August 15, 2017, the City Council, the City of Inglewood as Successor Agency to the Former Redevelopment Agency, and the Inglewood Parking Authority approved an Amended and Restated Exclusive Negotiating Agreement (ENA) with Murphy's Bowl LLC. In connection with its obligations under the ENA, the City is required to perform certain implementation activities including, but not limited to, the preparation of certain environmental documents required by CEQA, for the purpose of assessing any potential environmental impacts the Proposed Project may have.

On December 19, 2017, the City Council approved agreements with ESA and Trifiletti Consulting to provide certain environmental consulting services necessary for the preparation of an Environmental Impact Report on the Proposed Project.

DISCUSSION:

The environmental scope of services to be provided by ESA and Trifiletti Consulting for Phase 2 Scope of Work are as follows:

ESA: Performance of Phase 2 Scope of Work as more particularly described in Exhibit A to First Amendment to Professional Services Agreement No. 18-056 between the City and ESA ($2,228,032).

Trifiletti: Performance of Phase 2 Scope of Work is more particularly described in Exhibit A to First Amendment to Professional Services Agreement No. 18-057 between the City and Trifiletti Consulting ($354,701.10).

FINANCIAL/FUNDING ISSUES AND SOURCES:
Upon adoption of the attached resolution amending the Fiscal Year 2017-2018 budget, funds in the amount of $2,582,733.10 will be transferred from Account Code No. 001.51000 (General Fund Reserves) to Account Code No. 300.100.A002.

LEGAL REVIEW VERIFICATION:
Administrative staff has verified that this report, in its entirety, has been submitted to, reviewed and approved by the Office of the City Attorney.

FINANCE REVIEW VERIFICATION:
Administrative staff has verified that this report, in its entirety, has been submitted to, reviewed and approved by the Finance Department.

DESCRIPTION OF ANY ATTACHMENTS
Attachment 1: Amendment to Professional Services Agreement with ESA for Environmental Services
Attachment 2: Amendment to Professional Services Agreement with Trifiletti Consulting
Attachment 3: Resolution

APPROVAL VERIFICATION SHEET

PREPARED BY:
Christopher E. Jackson, Sr., Economic and Community Development Director
Mindy Wilcox, AICP, Planning Manager

COUNCIL PRESENTER:
Mindy Wilcox, AICP, Planning Manager

DEPARTMENT HEAD APPROVAL: _____ on behalf of
Christopher E. Jackson, Sr., ECD Director

CITY MANAGER APPROVAL: _____
Artie Fields, City Manager

EXHIBIT B

PHASE 2 PROPOSAL

Trifiletti Consulting, Inc.
1541 Wilshire Boulevard, Ste 560
Los Angeles, CA 90017
213 315-2121
www.trifiletticonsulting.com

Project Management, Environmental Clearance, and Interagency Coordination Services

Trifiletti Consulting will perform professional services on behalf of the City of Inglewood (City) to provide project management, strategic environmental consulting and coordination services for the Inglewood Basketball and Entertainment Center, on behalf of the City's Economic and Community Development Department.

Firm Profile

Trifiletti Consulting provides strategic counsel in areas of land use, environmental, entitlement, public outreach and project management to leaders in public agencies and elected officials, private sector developers, infrastructure dEIResigners, and business and civic organizations. Grounded in decades of experience in government, we develop innovative, transparent and consensus building approaches to securing multi-jurisdictional approvals for complex development and infrastructure projects. Our success is based on a foundation of knowledge, experience, and stakeholder participation.

We are uniquely qualified to manage multi-stakeholder processes to address complex public policy issues, and we have a demonstrated ability to implement major master planned governmental and private sector development projects. Our achievements rest on building broad coalitions, while efficiently managing critical legal and environmental requirements and schedules. Trifiletti Consulting specializes in leading complex planning processes and designing environmental clearance strategies that embrace sustainability as project design features and minimizes environmental impacts.

Prior to launching Trifiletti Consulting, Lisa Trifiletti served as Deputy Executive Director of Environmental Programs and Chief Sustainability Officer for Los Angeles World Airports (LAWA). As Deputy Executive Director, she directed all activities of the Environmental Performance, Environmental Regulatory Compliance, Environmental Planning and Engineering, and Environmental Commitment Management divisions, and led all Entitlements and Environmental Clearances for LAWA's three airports (LAX, Van Nuys, Ontario) and Palmdale land holdings. Most notably, during her tenure at LAWA, she led the update of entitlements and environmental clearances for all major LAX Modernization Projects including the LAX Landside Access Modernization Program, and the LAX Northside Plan Update which consisted of 2.3 million square feet of development on 340 acres of airport property with widespread community support. Ms. Trifiletti also led the coordination efforts with the Los Angeles County Metropolitan Transportation Authority (Metro) to select the locally preferred alternative for the Airport Metro Connector's 96th Street Transit Station and its connection to LAX. Additionally, Trifiletti served as Chief Planning Deputy for all discretionary planning and environmental clearance applications, and all housing, transportation and land use issues in the City of Los Angeles to Councilmembers Jack Weiss and Paul Koretz for Council District 5.

Trifiletti Consulting has earned a strong reputation as a trusted consensus builder and public outreach leader. Lisa Trifiletti was instrumental in helping secure historic settlement agreements on long standing contentious airport conflicts, including with the Alliance for Regional Solution against Airport Congestion (ARSAC) and adjacent jurisdictions, including the City of Inglewood. Her planning work has also been recognized by several organizations, as she has the Association of Environmental Professional's California Chapter Public Education and Outreach Award, and the Award of Excellence for the America Planning Association's Neighborhood Planning Award, and her projects have been featured in numerous positive media articles.

Background: City of Inglewood Planning Efforts

Today is a new era in the City of Inglewood as it becomes "The City of Champions" and redefines itself as a regional center in the greater Los Angeles region. As of August 2017, sales tax revenue increase has outpaced the Los Angeles County average, and property values are up more than 100% since 2012. These accomplishments have been driven by a number of completed and on-going projects in the City including the construction of the Metro Crenshaw/LAX Line, The Forum's revitalization which now actively hosts the largest entertainment acts in the Country, the redevelopment of approximately 238 acres in Hollywood Park with new land uses including residential, commercial and recreational, the relocation and construction of the Los Angeles Rams and Los Angeles Chargers new National Football League (NFL) stadium, and the City has currently entered into an exclusive negotiation agreement (ENA) for the potential relocation of the Los Angeles Clippers National Basketball Association (NBA) to the City of Inglewood.

As the City of Inglewood is actively transforming into a major regional activity center, the number of trips or vehicle miles traveled (VMT) in and around the City are anticipated to increase. Since 2010, traffic has increased by 128,066 (11%) vehicles per day within the City of Inglewood based on latest ADT studies. That is approximately an increase of 18,295 (1.57%) daily vehicles per year. The existing transportation infrastructure and circulation system is outdated, capacity should be increased as major arterials street and highways are highly congested, and there remains no direct connection from the Countywide Metro Rail System to the newly completed, under constructed, and future activity centers. Moreover, the City's Circulation Element from the City's General Plan has not been updated since 1992. To address these critical issues, the City of Inglewood is now in the studying the development of a major mass transit project connecting the Metro Rail System to the proposed activity centers and is preparing a comprehensive mobility plan to identify policy recommendations, infrastructure improvements and the program requirements necessary to move people across a multimodal transportation environment, and best prepare for the future development in the City.

EXHIBIT 5

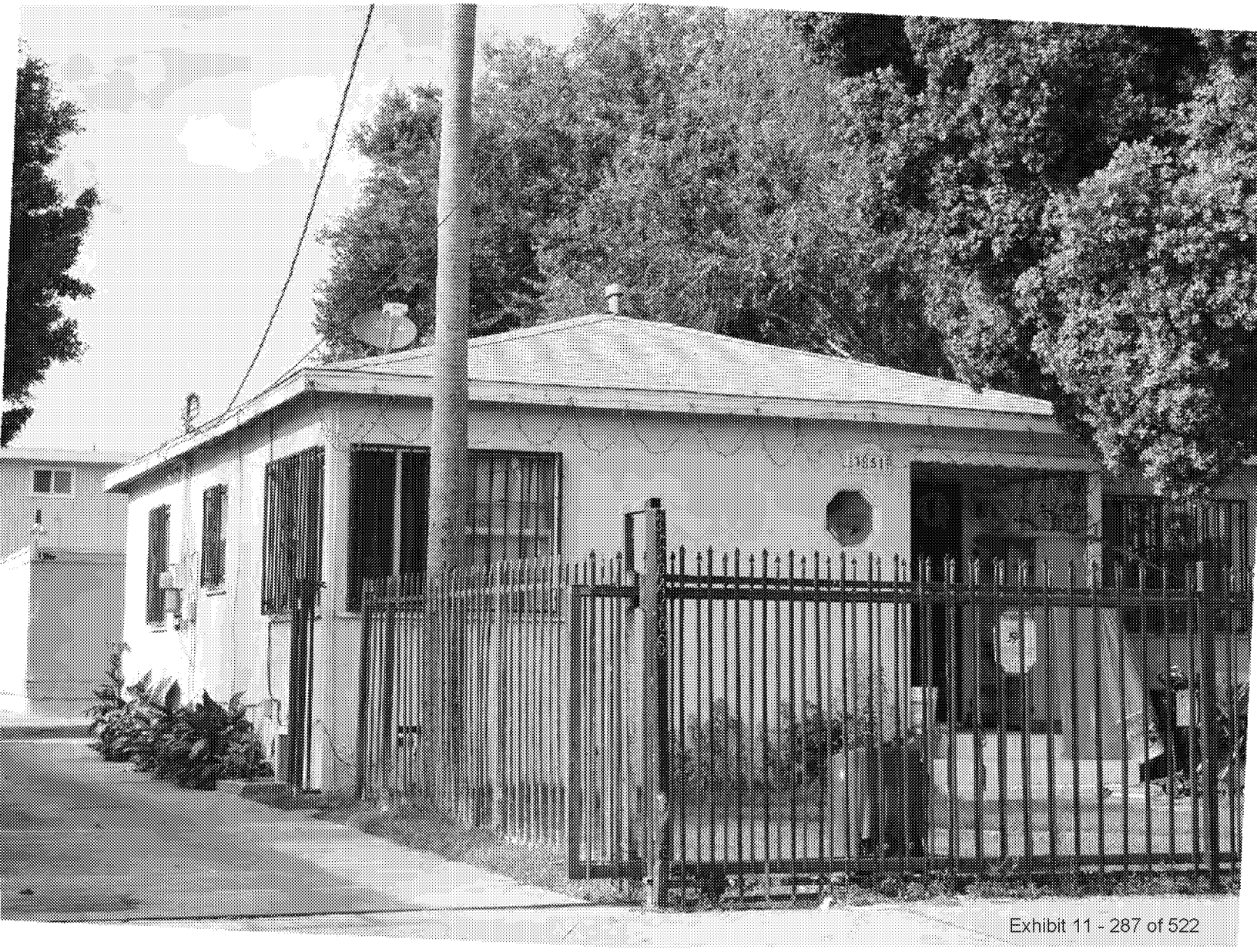

Airport Park Plaza
HOTEL
3900


NOW RENTING
562-219-1130


102nd


CHURCH
PARKING
ONLY


CLEANERS
SALON UNISEX
BOTANICA
SAN SIMON

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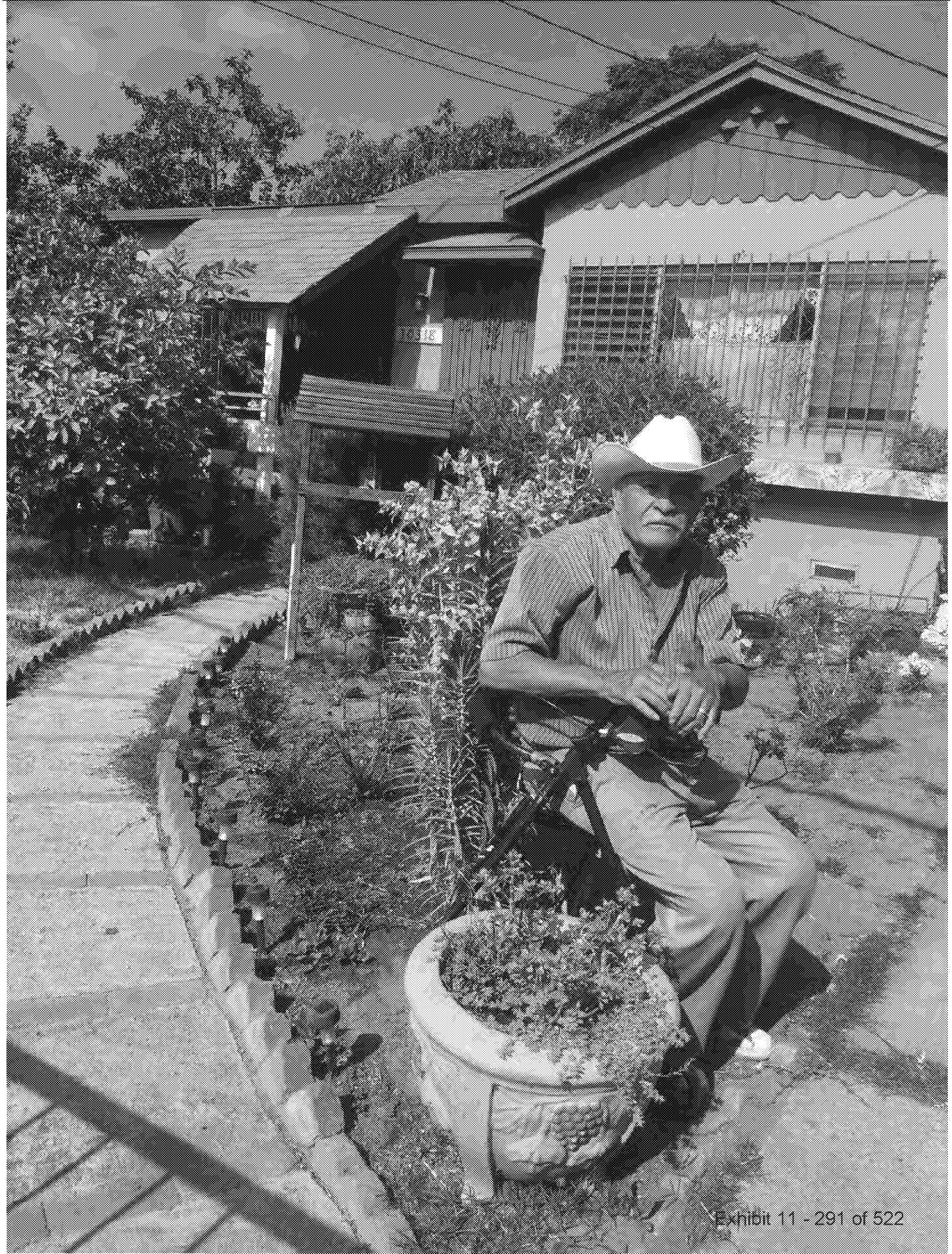
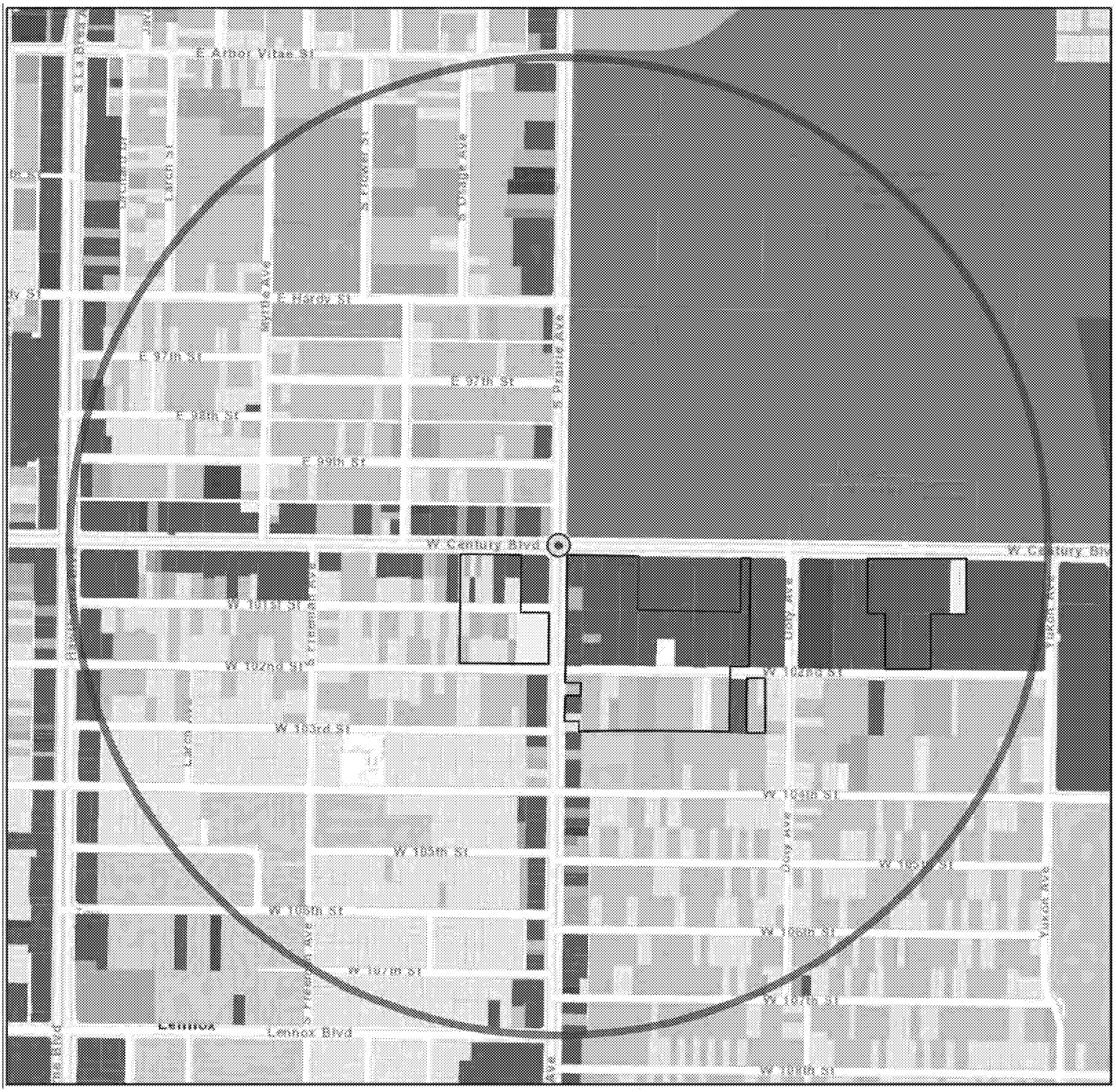


EXHIBIT 6

Existing Land Use (Year 2016) *(DRAFT)*

One-Half Mile from Intersection of W. Century Blvd. and S. Prairie Ave.

(SCAG Standardized Land Use Codes)



Intersection of W. Century Blvd. and S. Prairie Ave.

One-Half Mile Radius Around the Intersection

SCAG Existing Land Use Codes

- Single Family Residential
- Multi-Family Residential
- Mobile Homes and Trailer Parks
- Mixed Residential
- General Office
- Commercial and Services
- Facilities
- Education
- Industrial
- Mixed Residential and Commercial
- Vacant
- Under Construction

Source: SCAG, 2019
Date: 1/22/2019
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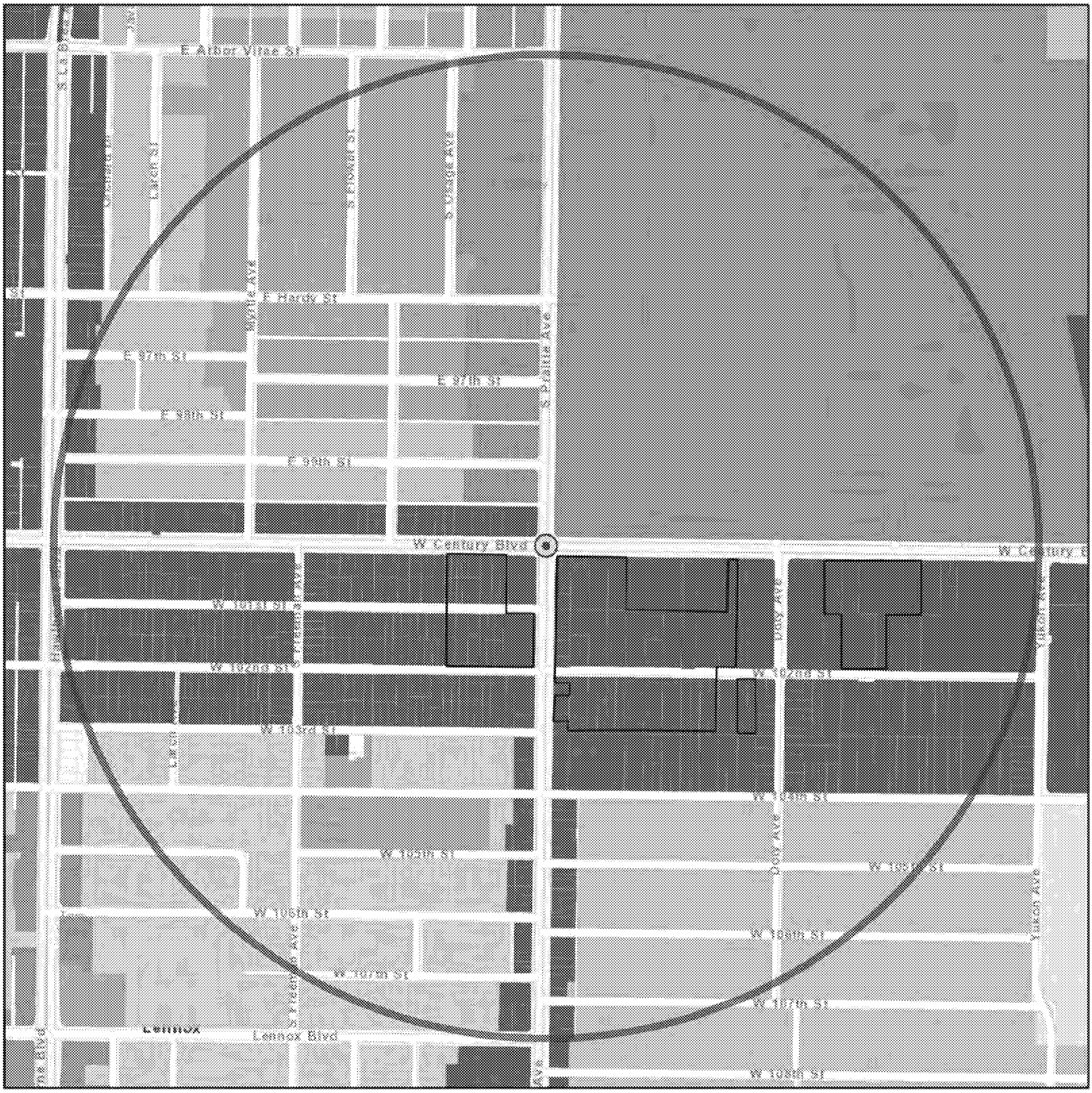
0 0.25 0.5 1 Miles

EXHIBIT 7

General Pland Land Use *(DRAFT)*

One-Half Mile from Intersection of W. Century Blvd. and S. Prairie Ave.

(SCAG Standardized Land Use Codes)



Intersection of W. Century Blvd. and S. Prairie Ave.

One-Half Mile Radius Around the Intersection

SCAG General Plan Land Use Codes

- Single Family Residential
- Multi-Family Residential
- Mixed Residential
- Commercial and Services
- Facilities
- Industrial
- Mixed Residential and Commercial

Source: SCAG, 2019
Date: 1/22/2019
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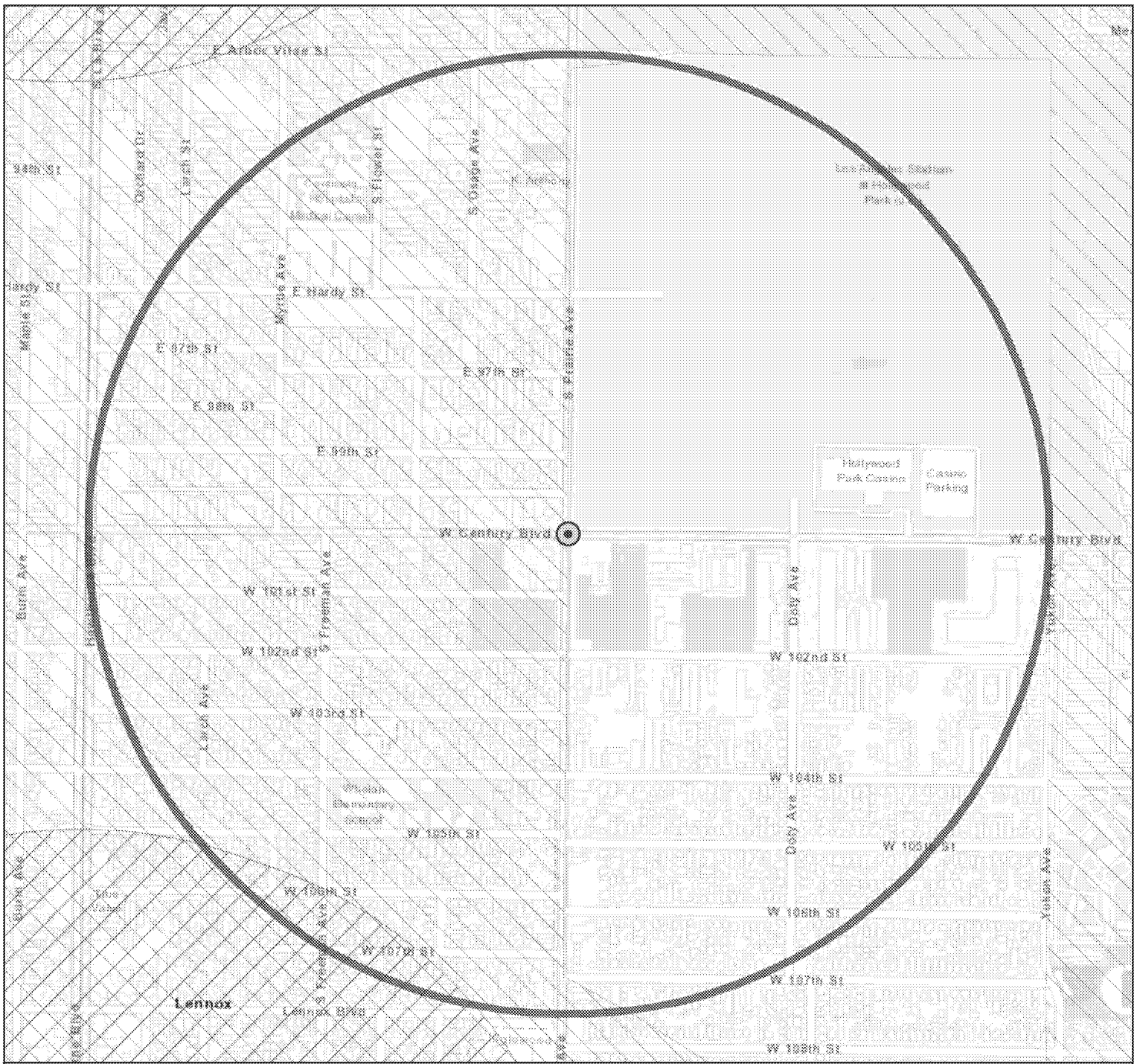
0 0.05 0.1 0.2 Miles

EXHIBIT 8

High Quality Transit Areas (HQTA) and Transit Priority Areas (TPA)

One-Half Mile from Intersection of W. Century Blvd. and S. Prairie Ave.

[Year 2012]



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(2012)

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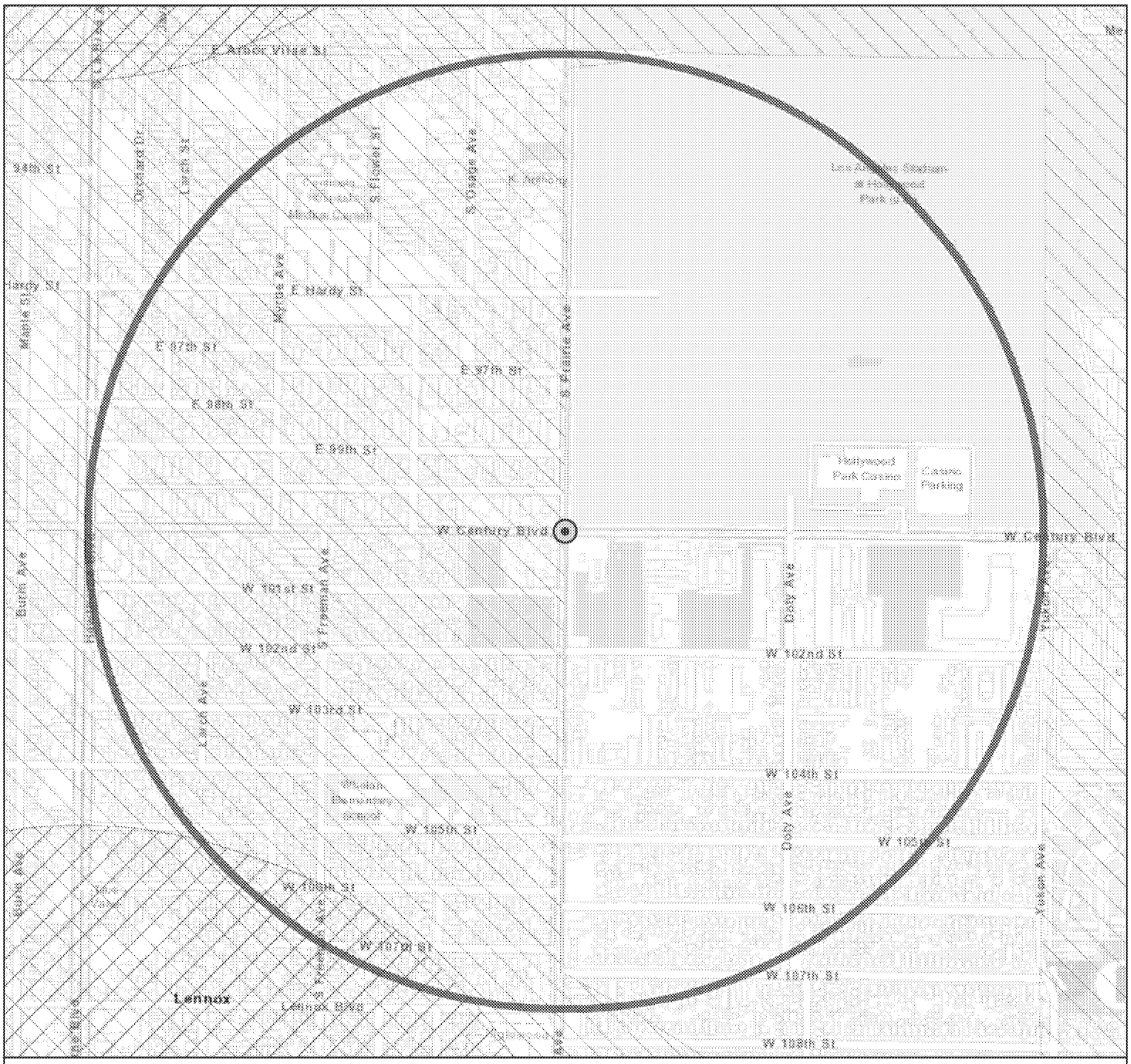
High Quality Transit Areas (HQTA) and Transit Priority Areas (TPA)

One-Half Mile from Intersection of W. Century Blvd. and S. Prairie Ave.

[Year 2040]



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( ) (2040)

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EXHIBIT 9

UrbanFootprint Place Types

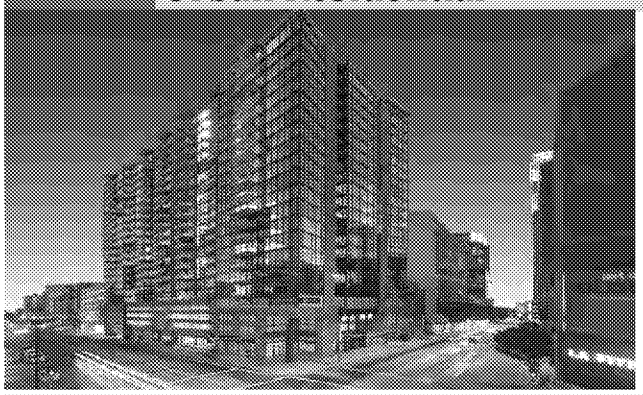
Urban Mixed Use

Land Use Mix		Residential Mix	
Residential	18%	*SF Large Lot*	0%
Employment	16%	*SF Small Lot*	0%
Mixed Use	45%	*Townhome*	0%
Open Space/Civic	21%	*MultiFamily*	100%
Built Environment		**Employment Mix**	
Intersections per mi²	200	*Office*	80%
Average Floors	23	*Retail*	20%
Floors Range	15 – 100	*Industrial*	0%
Total Net FAR	9.0		
Gross Density Range *(per acre)*		**Average Density** *(per acre)*	
Household	40-500+	*Household*	85
Employee	50-500+	*Employee*	266

Description

Urban Mixed Use districts are exemplified by a variety of intense uses and building types. Typical buildings are between 10 and 40+ stories tall, with offices and/or residential uses and ground-floor retail space. Parking is usually structured below or above ground. Workers, residents, and visitors are well served by transit, and can walk or bicycle for many of their transportation needs.

Urban Residential



Land Use Mix		Residential Mix	
Residential	64%	*SF Large Lot*	0%
Employment	4%	*SF Small Lot*	0%
Mixed Use	12%	*Townhome*	0%
Open Space/Civic	21%	*MultiFamily*	100%
Built Environment		**Employment Mix**	
Intersections per mi²	200	*Office*	22%
Average Floors	18	*Retail*	78%
Floors Range	5 – 60	*Industrial*	0%
Total Net FAR	9.0		
Gross Density Range *(per acre)*		**Average Density** *(per acre)*	
Household	75-500+	*Household*	131
Employee	0-50+	*Employee*	44

Description

The most intense residential-focused type, Urban Residential areas are typically found within or adjacent to major downtowns. They include high- and mid-rise residential towers, with some ground-floor retail space. Parking usually structured below or above ground. Residents are well served by transit, and can walk or bicycle for many of their daily needs.

Urban Commercial

Land Use Mix		Residential Mix	
Residential	1%	*SF Large Lot*	0%
Employment	4%	*SF Small Lot*	0%
Mixed Use	12%	*Townhome*	0%
Open Space/Civic	21%	*MultiFamily*	100%
Built Environment		**Employment Mix**	
Intersections per mi²	200	*Office*	93%
Average Floors	15	*Retail*	7%
Floors Range	15 – 100	*Industrial*	0%
Total Net FAR	6.0		
Gross Density Range *(per acre)*		**Average Density** *(per acre)*	
Household	0-40	*Household*	8
Employee	250-500+	*Employee*	402

Description

Urban Commercial areas are typically found within major Central Business Districts. They are exemplified by mid- and high-rise office towers. Typical buildings are between 15 and 40+ stories tall, with ground-floor retail space, and offices on the floors above. Parking is usually structured below or above ground; workers tend to arrive by transit, foot or bicycle in large numbers.

Mixed Office and R&D

Land Use Mix		Residential Mix	
Residential	0%	*SF Large Lot*	0%
Employment	89%	*SF Small Lot*	0%
Mixed Use	0%	*Townhome*	0%
Open Space/Civic	11%	*MultiFamily*	0%
Built Environment		**Employment Mix**	
Intersections per mi²	45	*Office*	82%
Average Floors	2	*Retail*	5%
Floors Range	1 – 6	*Industrial*	13%
Total Net FAR	0.8		
Gross Density Range *(per acre)*		**Average Density** *(per acre)*	
Household	0	*Household*	0
Employee	25-150+	*Employee*	33

Description

Representing intense suburban office/industrial/research areas, Mixed Office and R&D is characterized by a mix of employment buildings. Typical structures are 1-6 stories tall, surrounded by surface parking and some structured parking where appropriate.

Office/Industrial

Land Use Mix		Residential Mix	
Residential	0%	*SF Large Lot*	0%
Employment	92%	*SF Small Lot*	0%
Mixed Use	0%	*Townhome*	0%
Open Space/Civic	8%	*MultiFamily*	0%
Built Environment		**Employment Mix**	
Intersections per mi²	40	*Office*	23%
Average Floors	1	*Retail*	5%
Floors Range	1 – 4	*Industrial*	72%
Total Net FAR	0.5		
Gross Density Range *(per acre)*		**Average Density** *(per acre)*	
Household	0	*Household*	0
Employee	16-25	*Employee*	21

Description

Office/Industrial areas are moderate-density suburban office and industrial areas. Typical structures are 1-5 stories tall, surrounded by surface parking lots and truck loading bays.

Industrial Focus

Land Use Mix		Residential Mix	
Residential	0%	*SF Large Lot*	0%
Employment	89%	*SF Small Lot*	0%
Mixed Use	0%	*Townhome*	0%
Open Space/Civic	11%	*MultiFamily*	0%
Built Environment		**Employment Mix**	
Intersections per mi²	35	*Office*	20%
Average Floors	1	*Retail*	14%
Floors Range	1 – 2	*Industrial*	66%
Total Net FAR	0.5		
Gross Density Range *(per acre)*		**Average Density** *(per acre)*	
Household	0	*Household*	0
Employee	8-16	*Employee*	14

Description

Industrial Focus areas are warehouses and industrial employment areas. Typical structures are 1-2 stories tall, surrounded by surface parking lots and truck loading bays.

EXHIBIT 10

ktua

3916 Normal Street
San Diego, CA 92103
619.294.4477
www.ktua.com
PLA 2342 | 2386 | 2500 | 3734

To: EcoTierra

Date: January 31, 2019

Reference: LEED Certification Review for the IBEC Project under AB 987

Attached to this memorandum is the summary of our research for the above referenced project. A point of reference, all blue text from this point forward, represents KTUA input whereas all black text is from the Applicants Report that we are responding to and commenting on.

Summary of LEED Credits

It is not possible to determine the accuracy of the credits without detailed site plans, data and more descriptions on what the applicant is likely to include in the project to attain these points. This memo assesses the LEED Points that are verifiable based upon public information and in the LEED Certification Study. The two categories KTUA has provided a different rating for (See Table 1 and Table 2) includes Access to Quality Transit (max. 6 points) and Bicycle Facilities
(max. 1 point). The basis of disagreeing with the applicants findings in these categories is that the indicated High Qual-ity Transit Services are not within the required distances. Also, the applicant is relying too much on future shuttles and other means to collect 10% of visitors from light rail and transport them to the Arena. The applicant is counting on a future People Mover that is not adopted nor funded at this time or in the near future. The buses and shuttle systems are not able to deliver nearly the needed volume of users in a timely manner.

In addition, the bicycle facilities scoring assumes that the environment around the Arena is acceptable for cycling and/or has dedicated bike facilities that are existing or planned that will offset these problems. The existing and future con-ditions show Class 3 bike facilities within a mile of the Arena. Improved Class 1 and Class 2 facilities are several miles away. The Level of Stress as shown on these streets (see Figure 7), indicates that many riders will not want to ride on these wide, busy and unprotected streets. They are only usable streets for cycling if they have a Class 1 Multi-use Path, a Class 2 Bike Lane, or a Class 4 Cycle Track. Since these do not exist on the streets with a high level of stress, the overall biking environment is poor and there do not appear to be any plans to improve this. The second part of the LEED scor-ing on Bike Facilities are the accommodation of bike parking through racks, rooms, valet services or lockers. This part of the LEED points are Likely to be acceptable, but without the biking environment around the Arena being classified as low level of stress streets or without projects to improve these conditions, the LEED point is not war-ranted. Table 1 and 2 summarizes the appropriate adjustments to the LEED score card. Based on our assessment and as discussed below, when accurately assessed, the project fails to meet the 60 point minimum required for LEED Gold certification.

The suggested changes in the LEEDS Project Checklists would result in a reduction of the Access to Quality Transit from a 5 to a 2 on the BD+C New Construction Criteria and from a 6 to a 2 on the BD+C Core and Shell sheet. The changes also suggest that the Bicycle Facilities ranking goes from the Likely column (L) to the Unlikely column (U). In the case of the Core and Shell sheet, this would go from the Yes 1 to a Likely 1 since we do not feel this point is war-ranted. The Regional Priority on the Core and Shell sheet should not be counted under the Yes column for 1 point for Access to Quality Transit. We also feel that the Surrounding Density and Diverse Uses should go from the Unlikely (U) to the Likely (L) but without building footprint detail and density ranges, we were not able to confirm this.

Michael L. Singleton, President KTUA
LEED - AP, AICP, CTP and PLA

Table 1. Marked up Worksheet for New Construction and Major Renovation

LEED v4 for BD+C: New Construction and Major Renovation
IBEC Project Checklist

Target Certification: Gold
Anticipated Certification: Gold

Y L U N P

Should only be a 2
Could be a Likely 2
Should be an Unlikely 1

1			0	Credit	Integrative Process	1
7	2	4	3		Location and Transportation	16
			0	Credit	LEED for Neighborhood Development Location	16
1				Credit	Sensitive Land Protection	1
		2		Credit	High Priority Site	2
			2	Credit	Surrounding Density and Diverse Uses	5
			0	Credit	Access to Quality Transit	5
			0	Credit	Bicycle Facilities	1
	1			Credit	Reduced Parking Footprint	1
			0	Credit	Green Vehicles	1
5	1	3	1		Sustainable Sites	10
Y				Prereq	Construction Activity Pollution Prevention	Required
1				Credit	Site Assessment	1
		2		Credit	Site Development - Protect or Restore Habitat	2
	1			Credit	Open Space	1
2		1		Credit	Rainwater Management	3
1			1	Credit	Heat Island Reduction	2
1				Credit	Light Pollution Reduction	1
8	0	1	2		Water Efficiency	11
Y				Prereq	Outdoor Water Use Reduction	Required
Y				Prereq	Indoor Water Use Reduction	Required
Y				Prereq	Building-Level Water Metering	Required
2				Credit	Outdoor Water Use Reduction	2
4			2	Credit	Indoor Water Use Reduction	6
2				Credit	Cooling Tower Water Use	2
		1		Credit	Water Metering	1
18	3	4	8		Energy and Atmosphere	33
Y				Prereq	Fundamental Commissioning and Verification	Required
Y				Prereq	Minimum Energy Performance	Required
Y				Prereq	Building-Level Energy Metering	Required
Y				Prereq	Fundamental Refrigerant Management	Required
6			0	Credit	Enhanced Commissioning	6
10	2	1	8	Credit	Optimize Energy Performance	18
1				Credit	Advanced Energy Metering	1
		2		Credit	Demand Response	2
3				Credit	Renewable Energy Production	3
		1		Credit	Enhanced Refrigerant Management	1
	2			Credit	Green Power and Carbon Offsets	2
4	1	3	5		Materials and Resources	13
Y			0	Prereq	Storage and Collection of Recyclables	Required
Y				Prereq	Construction and Demolition Waste Management Planning	Required
		3	2	Credit	Building Life-Cycle Impact Reduction	5
1			1	Credit	Building Product Disclosure and Optimization - Environmental Product Declarations	2
1			1	Credit	Building Product Disclosure and Optimization - Sourcing of Raw Materials	2
	1		1	Credit	Building Product Disclosure and Optimization - Material Ingredients	2
2				Credit	Construction and Demolition Waste Management	2
9	0	6	1		Indoor Environmental Quality	16
Y			0	Prereq	Minimum Indoor Air Quality Performance	Required
Y			0	Prereq	Environmental Tobacco Smoke Control	Required
2			0	Credit	Enhanced Indoor Air Quality Strategies	2
3			0	Credit	Low-Emitting Materials	3
1			0	Credit	Construction Indoor Air Quality Management Plan	1
2			0	Credit	Indoor Air Quality Assessment	2
1			0	Credit	Thermal Comfort	1
		2	0	Credit	Interior Lighting	2
		3	1	Credit	Daylight	3
		1	0	Credit	Quality Views	1
		1	0	Credit	Acoustic Performance	1
5	0	1	0		Innovation	6
1			0	Credit	Innovation: Cadmus / Occupant Comfort Survey	1
1			0		Innovation: Green Education Program	1
1			0		Innovation: LEED O+M Starter Kit (Pest Management + Green Cleaning Program	1
1			0		Innovation: Purchasing - lamps (100% LED lamps)	1
		1	0		Innovation: Design for active occupants	1
1			0	Credit	LEED Accredited Professional	1
4	0	0	0		Regional Priority	4
1				Credit	Regional Priority: Enhanced Commissioning	1
1				Credit	Regional Priority: Optimized Energy Performance	1
1				Credit	Regional Priority: Outdoor Water Use Reduction	1
1				Credit	Regional Priority: Indoor Water Use Reduction	1
61	7	22	28		TOTALS	Possible Points: 110

58 8 21

Suggested Adjustments

Table 2. Marked up Worksheet for Core and Shell

LEED v4 for BD+C: Core and Shell
IBEC Project Checklist

Target Certification: Gold
Anticipated Certification: Gold

Y L U N P

Should only be a 2
Should be an unlikely

1			0	Credit	Integrative Process	1
10	1	8	1		Location and Transportation	20
			0	Credit	LEED for Neighborhood Development Location	20
2				Credit	Sensitive Land Protection	2
		3		Credit	High Priority Site	3
			3	Credit	Surrounding Density and Diverse Uses	5
			0	Credit	Access to Quality Transit	5
			0	Credit	Bicycle Facilities	1
	1		0	Credit	Reduced Parking Footprint	1
1			0	Credit	Green Vehicles	1
5	1	3	1		Sustainable Sites	11
Y				Prereq	Construction Activity Pollution Prevention	Required
1				Credit	Site Assessment	1
		2		Credit	Site Development - Protect or Restore Habitat	2
	1			Credit	Open Space	1
2		1		Credit	Rainwater Management	3
1			1	Credit	Heat Island Reduction	2
1				Credit	Light Pollution Reduction	1
1				Credit	Tenant Design and Construction Guidelines	1
6	0	1	2		Water Efficiency	11
Y				Prereq	Outdoor Water Use Reduction	Required
Y				Prereq	Indoor Water Use Reduction	Required
Y				Prereq	Building-Level Water Metering	Required
2				Credit	Outdoor Water Use Reduction	2
4			2	Credit	Indoor Water Use Reduction	6
2				Credit	Cooling Tower Water Use	2
		1		Credit	Water Metering	1
16	5	7	8		Energy and Atmosphere	33
Y				Prereq	Fundamental Commissioning and Verification	Required
Y				Prereq	Minimum Energy Performance	Required
Y				Prereq	Building-Level Energy Metering	Required
Y				Prereq	Fundamental Refrigerant Management	Required
6			0	Credit	Enhanced Commissioning	6
10	3	2	5	Credit	Optimize Energy Performance	18
1				Credit	Advanced Energy Metering	1
		2		Credit	Demand Response	2
3				Credit	Renewable Energy Production	3
		1		Credit	Enhanced Refrigerant Management	1
	2			Credit	Green Power and Carbon Offsets	2
4	1	3	5		Materials and Resources	13
Y			0	Prereq	Storage and Collection of Recyclables	Required
Y				Prereq	Construction and Demolition Waste Management Planning	Required
		3	2	Credit	Building Life-Cycle Impact Reduction	5
1			1	Credit	Building Product Disclosure and Optimization - Environmental Product Declarations	2
1			1	Credit	Building Product Disclosure and Optimization - Sourcing of Raw Materials	2
	1		1	Credit	Building Product Disclosure and Optimization - Material Ingredients	2
2				Credit	Construction and Demolition Waste Management	2
9	0	6	1		Indoor Environmental Quality	16
Y			0	Prereq	Minimum Indoor Air Quality Performance	Required
Y			0	Prereq	Environmental Tobacco Smoke Control	Required
2			0	Credit	Enhanced Indoor Air Quality Strategies	2
3			0	Credit	Low-Emitting Materials	3
1			0	Credit	Construction Indoor Air Quality Management Plan	1
2			0	Credit	Indoor Air Quality Assessment	2
1			0	Credit	Thermal Comfort	1
		2	0	Credit	Interior Lighting	2
		3	1	Credit	Daylight	3
		1	0	Credit	Quality Views	1
		1	0	Credit	Acoustic Performance	1
5	0	1	0		Innovation	6
1			0	Credit	Innovation: Green Training for Contractors, trades, operators	1
1			0		Innovation: Green Education Program	1
1			0		Innovation: LEED O+M Starter Kit (Pest Management + Green Cleaning Program	1
1			0		Innovation: Purchasing - lamps	1
		1	0		Innovation: Integrated Transportation management plan	1
1			0	Credit	LEED Accredited Professional	1
4	0	0	0		Regional Priority	4
1				Credit	Regional Priority: Indoor Water Use Reduction	1
1				Credit	Regional Priority: Optimized Energy Performance	1
1				Credit	Regional Priority: Rainwater Management	1
1				Credit	Regional Priority: Access to Quality Transit	1
62	8	21	29		TOTALS	Possible Points: 110

Should only be a likely

Certified: 40 to 49 points, Silver: 50 to 59 points, Gold: 60 to 79 points, Platinum: 80 to 110

Key: Y - Yes, L - Likely, U - Unlikely, N - No, P - Design Phase

56 9 22

Suggested Adjustments

APPLICANT'S DESCRIPTION OF THE PROJECT

The project applicant proposes the construction of a new basketball and entertainment center and related development in the City of Inglewood, California to serve as the new home of the LA Clippers National Basketball Association (NBA) franchise. The IBEC Project consists of an arena with up to 18,000 fixed seats for LA Clippers basketball games, with capacity to add up to 500 additional temporary seats for other events. The proposed IBEC Project Site is shown in Figure 1. Inglewood Basketball and Entertainment Center Project Site Plan. In addition, the proposed IBEC Project includes a new LA Clippers practice and athletic training facility, LA Clippers team offices, a sports medicine clinic, community space, and ancillary retail and dining uses as shown in Table 3. The proposed IBEC Project also includes the option to develop a hotel of up to 150 rooms within the IBEC Project Site.

Table 3. IBEC Project Land Uses

Land Use	Size
Arena:	18,000 fixed seats with capacity to add 500 temp. seats
LA Clippers Practice / Athletic Training Facility:	85,000 SF
LA Clippers Offices:	71,000 SF
Sports Medicine Clinic:	25,000 SF
Dining and Retail Space:	48,000 SF
Community Space:	15,000 SF
Hotel:	150 rooms

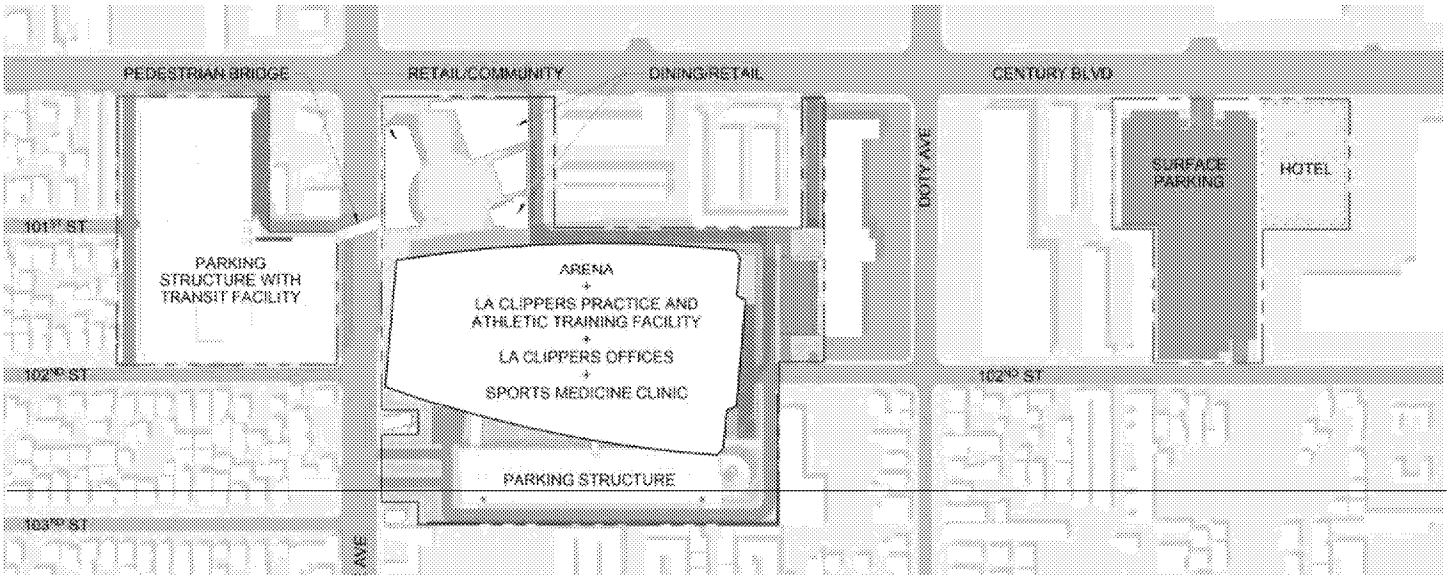


Figure 1. IBEC Project Land Uses

Figure 2 on the following page shows the project site in context with the transportation improvements around the site. Each blue dot indicates a bus stop. The transit stops in the immediate area, including on West Century Boulevard and South Prairie Avenue, would not be considered to be a high frequency or high level of transit service. Table 4 shows the number of transit stops that are in each of the walksheds shown on Figure 2 and 3.These walkzones are based on the actual distance a pedestrian can walk assuming a 2.5 mile an hour speed and limited impedance at intersections. Using a radius circle for these distances is not an accepted practice since pedestrian movement is along streets that are in a grid pattern and not in a radius. A pedestrian cannot walk as the "crow flies", but must follow streets and walk around barriers such as canyons, freeways, railroads, and other elements.

For typical commitments of time, assuming the willingness to walk for 15 minutes for a special event, the one mile walking distance or a 3/4 mile walking distance is not feasible for most trips for special events. A 1/2 mile is the best target to assume for the limits of transit service. The higher level of transit service based on frequency, priority, and overall quality of the service occurs just beyond the 1/2 mile distance to the destinations at the arena. This is measured down West Century Boulevard from the northwest corner of the commercial destinations. Although a parking garage would be located to the west of the arena destinations, a parking structure is not the destination for those coming by transit and should therefore not be used to measure the distance to the high frequency quality service.

The capacity of local bus service is such that only a very small percentage of potential visitors could be accommodated on normal schedules assuming normal seating capacities and some level of transit riders already on the bus that are not destined to the arena. Also, many of the bus schedules in the area do not include Sunday service or have limited evening schedules.

Higher frequency and capacity does exist on the Metro Green Line, but this service is well beyond the 1/2 mile maximum most pedestrians are willing to walk. Even at the one mile distance, the closest Metro station is still another 700 feet away (see Figure 3). A shuttle system is planned to be put into place, however its capacity for handling larger volumes of event participants would be severely limited. Each time a transfer has to occur, transit ridership is lost. Each time a person has to wait for multiple regularly scheduled buses, the chance of that person taking transit in the future again to the arena goes down, especially if they missed or were late to the event.

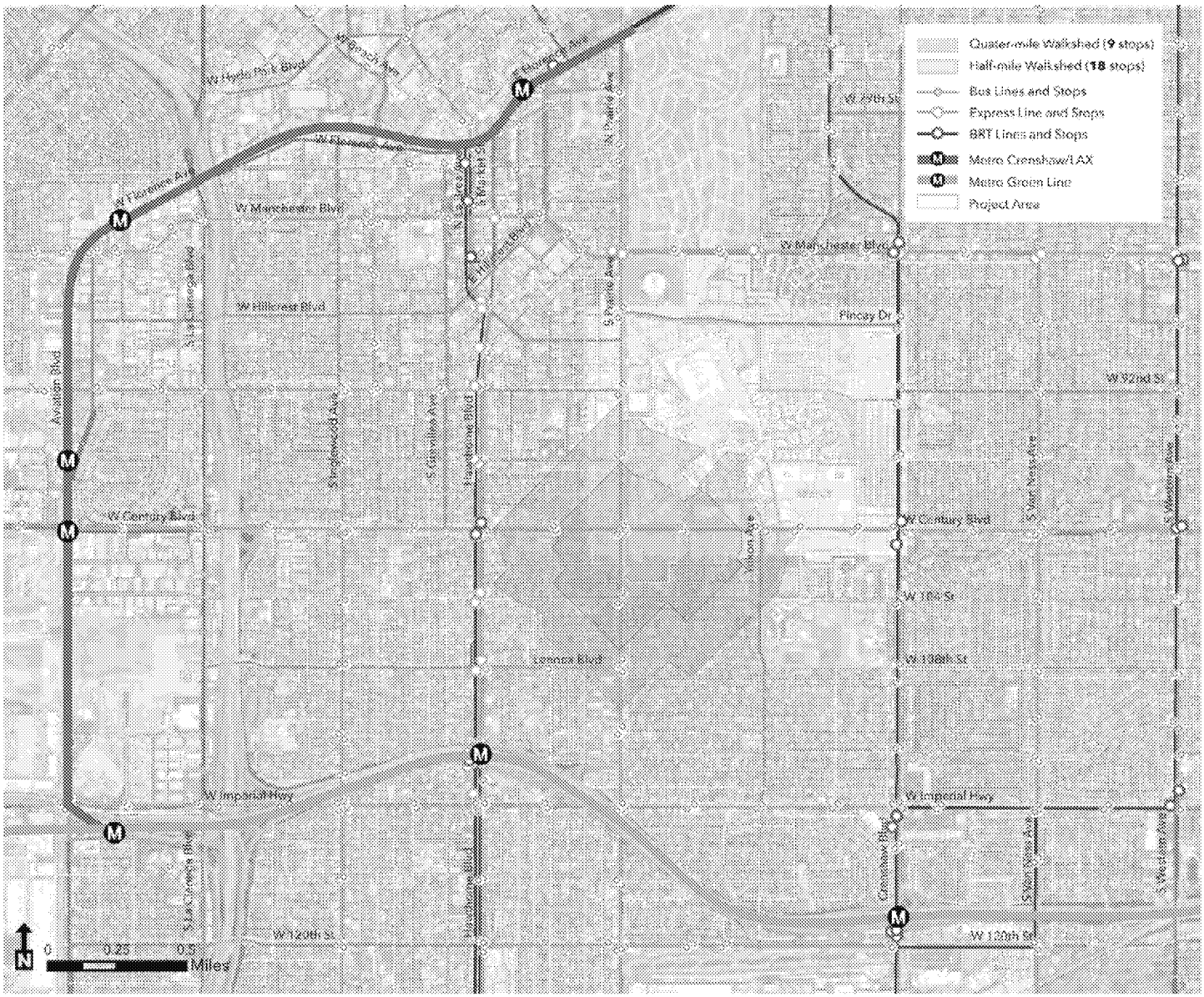
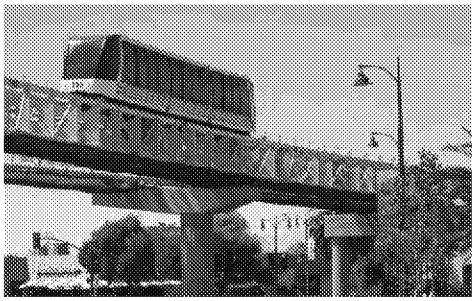


Figure 2. Vicinity Map with Transit and Walktime Zones

The future condition for transit includes the Crenshaw/LAX line planned for completion by 2024. However, this line under construction does not close the first mile/last mile gap that exists. Gaps to the three potential Metro stations are all beyond one mile. One would require another mile, one 1.8 miles, and the third 0.8 miles. Three alternative people mover routes have been proposed leading to the LA Stadium and the proposed Inglewood Basketball and Entertainment Center. These could close the gap for these first and last mile requirements. However, the direct commitment of funding on these projects that are in the planning phases makes it questionable if the arena project is in control or has committed to pay for these systems. The timing appears to be beyond the 24 months after entitlement of the proposed IBEC project. The concept is not part of any long range approved plan nor is a funding source yet identified so it cannot be counted.

Table 4 analyzed all transit services in the area and compared them with the distances of getting attendees from the arena to the bus. Table 2 compares each route with the walkshed distances required to connect the transit stops with the arena. As shown, only two points should have been provided by the LEED scoring evaluation project checklist. Table 3, also shows the number of transit facilities that fall within each walkshed area. Therefore, making a claim that multiple transit services are within a viable walking distance is questionable. Without direct control, funding or formal required mitigation requirements, the transit credit for Access to Quality Transit is flawed and this category should not receive six LEED points.



People Mover sample from Oakland CA.

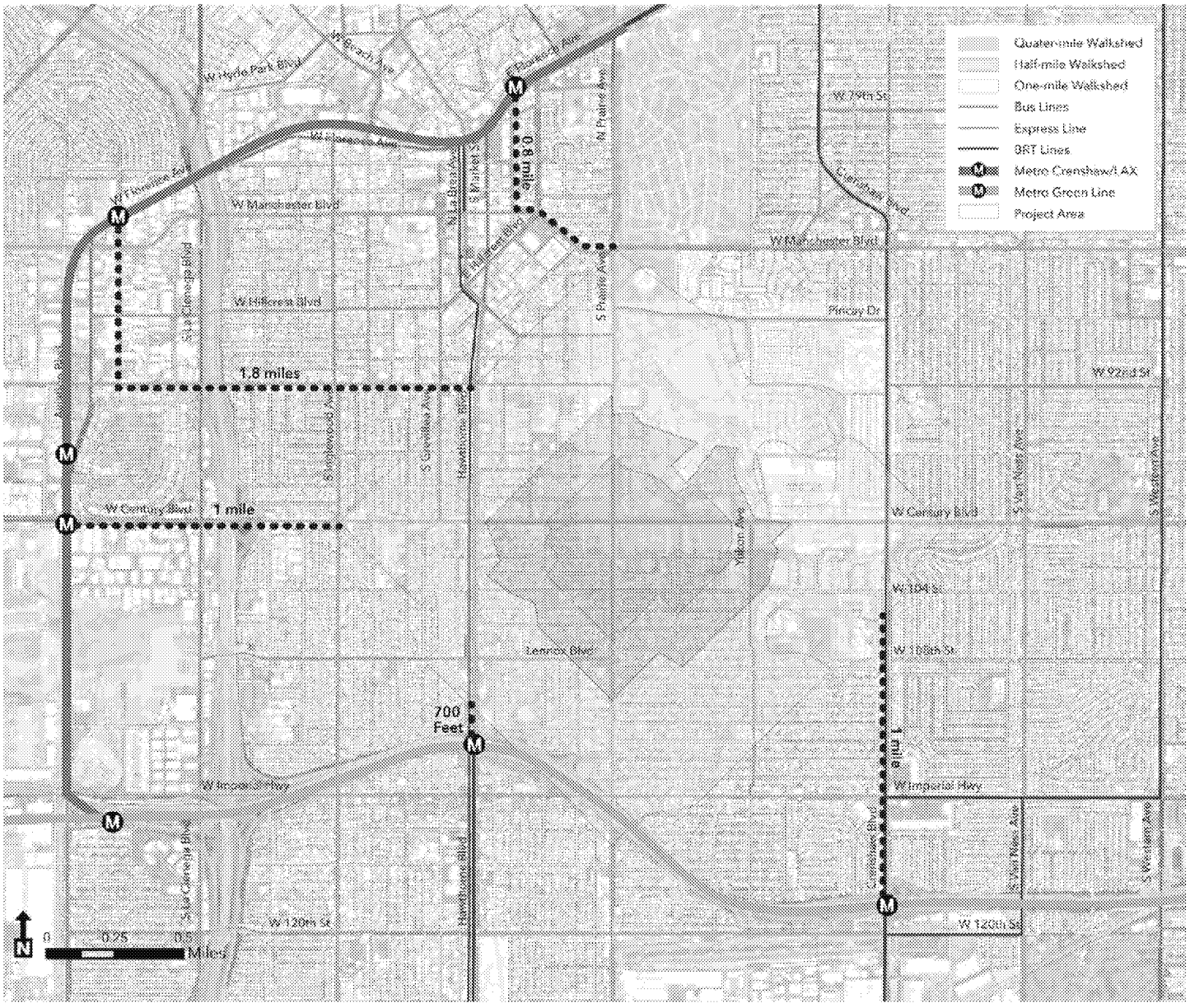


Figure 3. Vicinity Map with Walktime Zones showing distance shortages to Quality Transit Services

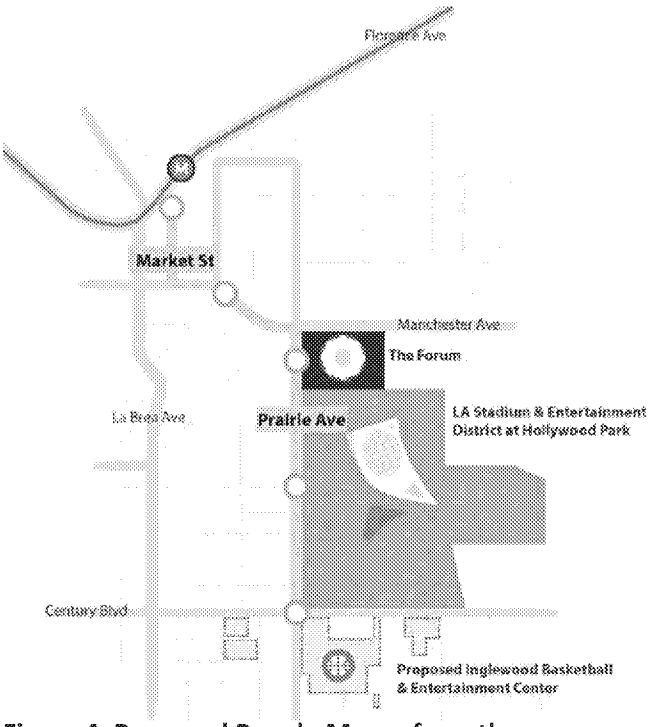


Figure 4. Proposed People Mover from the Metro Station to IBEC

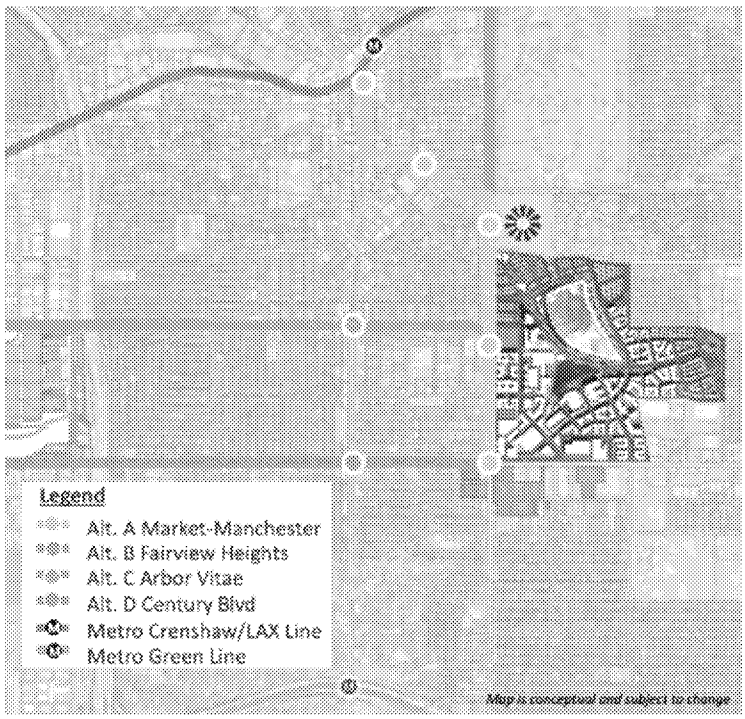


Figure 5. Alternative Routes for the Proposed People Mover from the Metro Station to IBEC

Both weekday and weekend trip minimums must be met						
Requirement		Weekday Trips	Weekend Trips	SAT Trips	SUN Trips	Points
Bus		72	40			1
		144	108			3
		360	216			6
BRT & Commutor Rail		24	6			1
		40	8			2
		60	12			3
Network Buffer						
Line	Distance	Weekday Trips	Weekend Trips	SAT Trips	SUN Trips	Points
Bus 117	1/4-Mile	55	35	40	35	
Bus 211	1/4-Mile	11	0	0	0	
Bus 212	1/4-Mile	74	43	58	43	
SUM		140	78			1
Radius buffer						
Line	Distance	Weekday Trips	Weekend Trips	SAT Trips	SUN Trips	Points
Bus 117	1/4-Mile	55	35	40	35	
Bus 211	1/4-Mile	11	0	0	0	
Bus 212	1/4-Mile	74	43	58	43	
SUM		140	78			1
BRT 740	Right beyond 1/2-Mile	41	0	39	0	
Exp 442	Right beyond 1/2-Mile	4	0	0	0	
Sum		45	0	39	0	0
Additional Qalification	Projects served by two or more transit routes such that no one route provides more than 60% of the documented levels may earn one additional point, up to the maximum number of points.					1
Total Points Earned						**2**

Table 4. Access to Standard and High Quality Transit Service

Existing and Planned Transit Network

- The IBEC Project Site is located along two multi-modal corridors, W. Century Blvd. and S. Prairie Ave., and includes access to transit. In particular, multi-modal access to the Project Site is available in the form of local bus service, automobile access, and a pedestrian network comprised of continuous sidewalks, curb ramps, and painted crosswalks at area intersections. Local bus service is currently provided by the Metro at 8 Metro stops within a ¼-mile of the Project Site along the following four Metro routes: 117, 211, 212, and 312. The Bus Rapid Transit (BRT) Line 740 Hawthorne/Century transit stop is located approximately 0.5 miles west of the Project Site.

› *The BRT line that is critical in defining "High Quality Transit" services is more than ½ mile from the corner of the destination located on the southeast corner of W. Century Blvd. and S. Prairie Avenue. This corner is the entrance into the Retail Community. The parking structure west of this location, although part of the project parcels, is simply a parking structure with drop off locations for shuttles. There are no destinations that a pedestrian or cyclist coming from the Hawthorne BRT would stop at for any reason. Even if there are bike storage facilities, the cyclist would still need to walk to the Retail Community or other side entrances into the arena. This last segment walk for the cyclist would need to be added to the overall distance from the destination to the BRT facility.*

- The existing and planned fixed guide-way network in the City of Inglewood includes several rail stops that would provide access to the IBEC Project. Metro's existing and planned fixed guide-way network includes several rail stops that would provide access to the proposed IBEC Project. The Project Site is located approximately 0.8 miles from the existing Metro Green Line Hawthorne Station.

› *Using the proper walktime GIS tools, this station is 1.1325 miles from the south western most entry point into the project.*

- Future transportation network improvement includes the LA Metro Crenshaw/LAX project. The LA Metro Crenshaw/LAX project is an 8.5-mile light rail line between the Metro Green Line and Exposition Line serving the cities of Los Angeles, Inglewood and El Segundo and is planned to be open in 2019. Three stations associated with the Metro Crenshaw/LAX Line are planned in the City of Inglewood: the Downtown Inglewood Station located approximately 1.6 miles to the north of the IBEC Project Site, the Westchester/Veterans Station located approximately 2 miles northwest of the Project Site, and the Fairview Heights station located approximately 2 miles north of the Project Site. Once completed, the Crenshaw/LAX Line and the existing Green Line (with operational updates) will both stop at the future Airport Metro connector (AMC) 96th Street Transit Station which is located approximately 2.0 miles west of the Project Site.

› *The Downtown Inglewood Station is 1.8 miles based on the walking routes. The Westchester/Veterans Station is 2.8 miles and the Fairview Heights Station is 2 miles as listed above.*

Walkshed (walking at about 3 mph)	Bus Stops	Express/BRT Stops	Bus Lines	Express/BRT Lines
¼-Mile walkshed (5-minute-walk)	9	0	3	0
½-Mile walkshed (10-minute-walk)	18	0	3	0
One Mile walkshed(20-minute-walk)	59	Express 10 / BRT 4	11	Express 1 / BRT 3

Table 5. Access to Standard and High Quality Transit Service by Walkshed

Location and Transportation. The IBEC Project would be eligible for credits in the location and transportation category in the following areas:

- The IBEC Project would be eligible to achieve the Access to Quality Transit credit because local transit service to the project area would be provided by the Los Angeles Metropolitan Transportation Authority (Metro) in the form of future below- and at-grade light rail on the Metro Crenshaw/LAX Line, which is currently under construction and expected to be complete in 2019, along with other above-ground route bus services.

› *Access to the Metro Crenshaw/LAX Line is much greater than the ½ mile limit in distance required by LEED. The distance from the Southeast corner of W. Century Boulevard and South Prairie Avenue is 1.08 miles.*

- The IBEC Project would provide a shuttle pick-up and drop-off service at the following three Metro rail stations: the existing Metro Green Line - Hawthorne Station, and the future Metro Crenshaw/LAX Line – Florence/La Brea Station and Metro Crenshaw/LAX Line – AMC 96th Street Stations. In addition, the IBEC Project is located within ¼ mile of 8 existing Metro bus stops along the following four Metro routes, 117, 211, 212, and 312.

› *The shuttle and existing buses and express buses (which includes coaches and other micro-transit solutions) will be used to connect transit riders from the Metro Line to the LA Stadium. However, this layering of transit mode to transit mode that allows for claiming the high level of service needs to have some limitation. Transit ridership drops off when multiple mode transfers create additional dwell time waiting for other buses or modes. In addition, the capacity of the shuttles and buses is not great enough to keep up with the number of attendees that could fit on the Metro Crenshaw LAX or Green lines. Each light rail line can deliver hundreds of potential attendees to these station sites. Proposed buses and shuttle systems would only be able to handle a percentage of these transit users without long dwell times waiting for an empty bus or shuttle.*

› *The bus stops that are within the area are not considered to be Quality Transit since their capacities are very limited and a significant number of potential attendees would overwhelm the capacity on these regularly scheduled buses, causing waits for multiple cycles of buses. This could result in headways that could add up to 30 minutes to an hour of dwell time at these stations. Although there are some expanded bus services in the area, such as express buses and BRT systems, they all exceed the 1/2 mile walktime (based on true walking distances) limits identified in LEED.*

Other LEED Credit Discussions in the AB 987 Application

Continuing with the application in the order it is discussed in the application, the following observations are made:

- The IBEC Project would also provide electric vehicle charging stations at 8% of parking spaces, which would exceed the requirements for the IBEC Project to be eligible for the Green Vehicles credit.

› *Although this is a good sustainable goal, it will not have any affect on reducing traffic congestion.*

- Sustainable Sites. The IBEC Project would be eligible for credits for rainwater management, open space, heat island reduction, and light pollution reduction. Credits for open space are based on the percentage of permeable surfaces, including roof-top gardens.

› *Open space would not be considered as usable open space if it were on inaccessible rooftop gardens. It is not possible at this time to determine the amount of the site that will be covered in non-permeable surfaces compared to non-permeable surfaces. It is difficult to see how the project could obtain this credit based on the level of detail the applicant has provided.*

- Water Efficiency. The IBEC Project would be eligible for credits for the use of ultra-low flow fixtures in restrooms such as low flow faucets with aerators, dual flush toilets, and waterless urinals. These features would reduce indoor water use by a minimum of 40 percent and would be required to meet Universal Plumbing Code standards. The IBEC Project would also be eligible for credits for using 100% recycled water to service project landscaping designed for low water usage.

› *There is no evidence in the application indicating that an existing reclaimed water plant is nearby or that a reclaimed water distribution line is in this area of Inglewood.*

Under the requirements of AB 987, the IBEC Project must include implementation of a transportation demand management that will achieve and maintain a 15% reduction in the number of vehicle trips, collectively, by attendees, employees, visitors, and customers as compared to trips generated by IBEC Project operations absent the transportation demand management program. The measures included in the transportation demand management program must be implemented as soon as feasible, so that a 7.5% reduction in vehicle trips is achieved and maintained by the end of the first NBA season during which an NBA team has played at the IBEC Project arena, anticipated to occur by June 2025.

- Information to show that the transportation demand management program, upon full implementation, will achieve and maintain a 15% reduction in the number of vehicle trips, collectively, by attendees, employees, visitors, and customers as compared to operations absent the transportation demand management program.

› *It is likely that the applicant calculated the requirements of the TDM program and reverse engineered the requirements for a mixture of local bus, express bus, BRT, light rail, shuttles and micro-transportation that will add up to the 15%. However, there are no studies or discussions to determine if these systems can meet the capacity of handling 2,900 persons (19,320 maximum persons *15%) within a short window of time, which would generally be a one hour window to collect and distribute all of these persons prior to game starts. Also, no traffic discussion exists on if these connector transportation systems can make their way through traffic-congested areas to allow for multiple trips in this one hour time-frame. Also, there are no discussions on demographics, mode share shifts or other factors to test the hypothesis that 15% of the attendees would be persuaded to use these systems, even with incentives from the TDM program.*

Information to show the project is consistent with the general use designation, density, building intensity, and applicable policies specified for the project area in either a sustainable communities strategy or an alternative planning strategy for which the State Air Resources Board, pursuant to subparagraph (H) of paragraph (2) of subdivision (b) of Section 65080 of the Government Code, has accepted a metropolitan planning organization's determination that the sustainable communities strategy or the alternative planning strategy would, if implemented, achieve the greenhouse gas emission reduction targets.

California Senate Bill (SB) 375 was passed by the State Assembly on August 25, 2008, and signed into law by the Governor on September 30, 2008. This legislation links regional planning for housing and transportation with the greenhouse gas (GHG) reduction goals outlined in California Assembly Bill (AB) 32. Under SB 375, each Metropolitan Planning Organization (MPO) is required to adopt a Sustainable Community Strategy (SCS) to encourage compact development that reduces passenger vehicle miles traveled (VMT) and trips so that the region will meet a target, created by the California Air Resources Board (CARB), for reducing GHG emissions.

The purpose of the 2016 RTP/SCS is to achieve its assigned regional per capita GHG reduction targets for the passenger vehicle and light-duty truck sector established by CARB pursuant to SB 375 through strategies for integrating transportation and land use planning, and an overall land use pattern that encourages growth in infill locations near bus corridors and other transit infrastructure4. The land use pattern supports and complements the proposed transportation network that emphasizes system preservation, active transportation, and transportation demand management (TDM) measures.

The 2012 RTP/SCS and the 2016 RTP/SCS include strategies and principles that are relevant to the IBEC Project, such as:

- Support projects, programs, policies and regulations that encourage the development of complete communities, which includes a diversity of housing choices and educational opportunities, jobs for a variety of skills and education, recreation and culture, and a full- range of shopping, entertainment and services all within a relatively short distance;
- Encourage compact growth in areas accessible to transit;
- Identify regional strategic areas for infill and investment;
- Plan for jobs closer to transit and housing, in sustainable transit-ready infill areas that can be reached by planned transit service and can readily access existing infrastructure;
- Develop strategies focused on high-quality places, compact infill development, and more housing and transportation choices;
- Encourage development in High Quality Transit Areas (HQTAs) and along "Livable Corridors";
- Develop nodes on a corridor - intensify nodes along corridors with people-scaled, mixed- use developments;
- Promote the use of TDM programs; and
- Invest in biking and walking infrastructure to improve active transportation options and transit access.

The IBEC Project is consistent with and furthers these strategies and principles as follows:

- Consistent with the RTP/SCS, the IBEC Project would be infill development, as explained above, and proposes a dense mix of recreation and entertainment, office, retail, restaurant, community, and hotel uses consistent with compact growth, on parcels of infill urban land accessible to and served by public transit and near existing and planned housing. The IBEC Project has been designed with the complete communities concept in mind by integrating land use planning, transportation planning, and community design together, and by providing construction and permanent jobs for a variety of skills and education, recreational and cultural events, and a full-range of shopping, entertainment and services all within a relatively short distance.

- The IBEC Project meets the HQTA criteria of being within one half mile of a fixed guide-way transit stop or a bus transit corridor where buses pick up passengers at a frequency of every 15 minutes or less during peak commuting hours.14 The Project Site is adjacent to two (the 117 and 212/312 lines, which stop at the intersection of West Century Boulevard and South Prairie Avenue) and within one half mile of a third (the combined 740/40) Metro bus routes that are corridors that pick up passengers at intervals of 15 minute or less during peak commute hours. A fixed light rail system with a station adjacent to the IBEC Project Site is currently in the planning phase and, if approved, would be a major transit node to service the Project Site and surrounding uses.

› *The 740/40 line is not within one half mile of the IBEC project site destinations when the parking structure is excluded. The parking structure should not be the origin of measurement since a transit user's destination is not the projects' non-contiguous parking structure.*

- In addition to the Project Site's proximity to the Metro bus routes and potential light rail system described above, it is less than one mile from the Los Angeles County Metropolitan Transportation Authority (Metro) Green Line's Hawthorne/Lennox Station. The Metro Green Line provides light rail service between Redondo Beach and Norwalk, and also serves the communities of El Segundo, Hawthorne, South Los Angeles, Lynwood, and Downey.

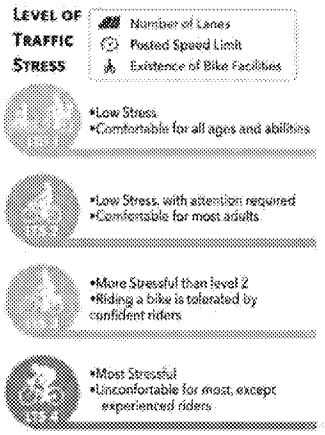
› *The existing and future Metro Light Rail System station locations are all more then one mile away from the project site when accurate distances for pedestrian pathways and sidewalks are used to determine this distance. Using actual walktime measured by available walkways is the commonly accepted professional practice when calculating walk times.*

- Currently under construction, the Metro Crenshaw/LAX Line will provide a new light rail connection between the existing Metro Exposition Line and the Metro Green Line. The Crenshaw/LAX Line will serve the cities of Los Angeles, Inglewood, Hawthorne, and El Segundo, and portions of unincorporated Los Angeles County. The Crenshaw/LAX Line will also provide light rail service to LAX. Three stations associated with the Metro Crenshaw/LAX Line are planned in the City of Inglewood: the Downtown Inglewood Station located approximately 1.6 miles to the north of the Project Site, the Westchester/Veterans Station located approximately 2 miles northwest of the Project Site, and the Fairview Heights station located approximately 2 miles north of the Project Site. Construction of the Metro Crenshaw/LAX Line is estimated to be completed in 2019, before construction of the proposed IBEC Project would begin.

› *The Downtown Inglewood Station is 1.8 miles based on the walking routes. The Westchester/Veterans Station is 2.8 miles and the Fairview Heights Station is 2 miles as listed above. These measurements are more accurate distances since they utilize the actual existing pedestrian pathways and sidewalks to determine this distance, which is the commonly accepted professional practice when calculating walk times.*

- In addition, the IBEC Project will provide a substantial number of jobs near transit, at an infill location along a Livable Corridor. Livable Corridors are defined as "arterial roadways where jurisdictions may plan for a combination of the following elements: high-quality bus frequency; higher density residential and employment at key intersections; and increased active transportation through dedicated bikeways."

› *The critical question is whether High Quality Transit Services are within the required distances. Our measurements say they are not. Also, is the method of connecting the further away transit stops to the project adequate given the high peak demands of transferring a transit user from a light rail system to a bus or shuttle system for this first and last mile connection. We would not characterize the area as having a dedicated bikeway system. Figure 6 shows that the only bike facilities that exist or are planned within the first mile of the project site are actually shared road facilities known as Class 3 bike routes, Class 3 sharrows or Class 3 Bikeway Boulevards. These are unimproved facilities that indicate to the driver that the lane is shared with the cyclist.. They are not dedicated bike facilities. Only Class 1 Multi-use paths and Class 4 Cycle Tracks are considered dedicated and protected facilities. Class 2 Bike Lanes and Class 2 Buffered Bike Lanes are considered to be dedicated but unprotected bike facilities. As can be seen on Figure 7, Class 2 bike lanes are generally 1.5 to 2 miles from the site and Class 1 multi-use paths are over 2 miles away. Neither connect to the project site. Figure 7 is a GIS analysis of the biking conditions that each of the roadway systems represent in terms of level of stress for a cyclist to use this facility. These stress levels are the major factor in determining if an individual is likely to utilize a street. All but approximately 8% of the population will not ride on streets that are considered to have a LOS of 3 or 4. These stress levels are determined mostly by traffic volume and posted or observed speeds. They are also determined by the street geometry, the number of driveways (which result in right and left turning movements across a cyclists direction of travel) and the types of right turn lane movements and the types of signal control for oncoming left turn movements. Statistics have clearly shown a much higher level of collision, injuries and fatalities on these street types. Although the data layers that go into this analysis could be supplemented with more detailed site analysis, this is the generally accepted professional practice in determining if a street needs a Class 1, 2, 3 or 4. As can be seen on Figure 7, the project study area is dominated by LOS 4 categories. Only a few percent of seasoned cyclists will likely ride LOS 4 streets. For example, the proposed Class 3 bike facilities proposed for Lennox Boulevard are not appropriate for a LOS 3 categorized street. This treatment is not a dedicated, buffered or protected facility, but is simply a route marked by signs and now often marked by Sharrows in the street.*



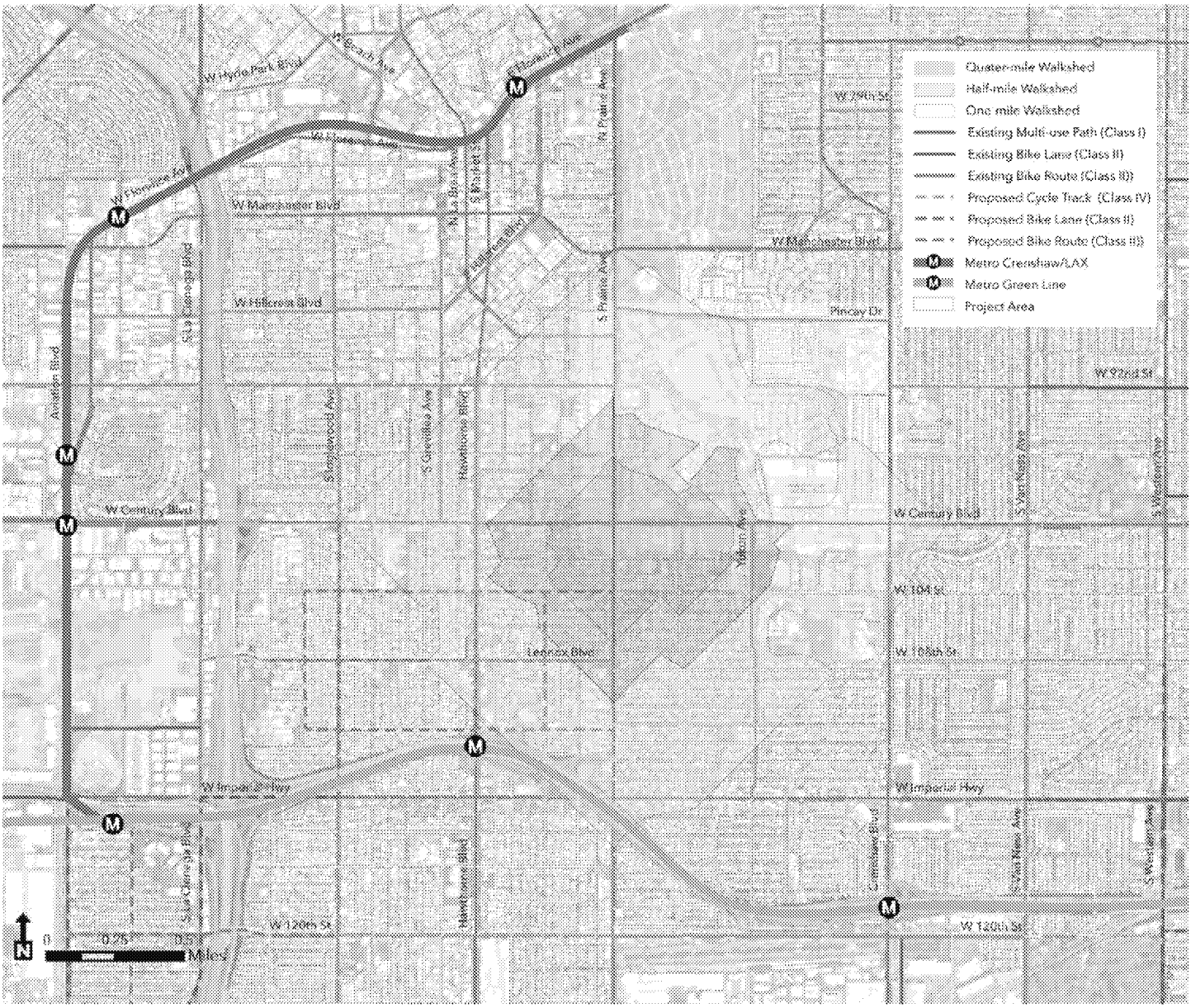


Figure 6. Walktime Overlays with Bike Facilities Shown

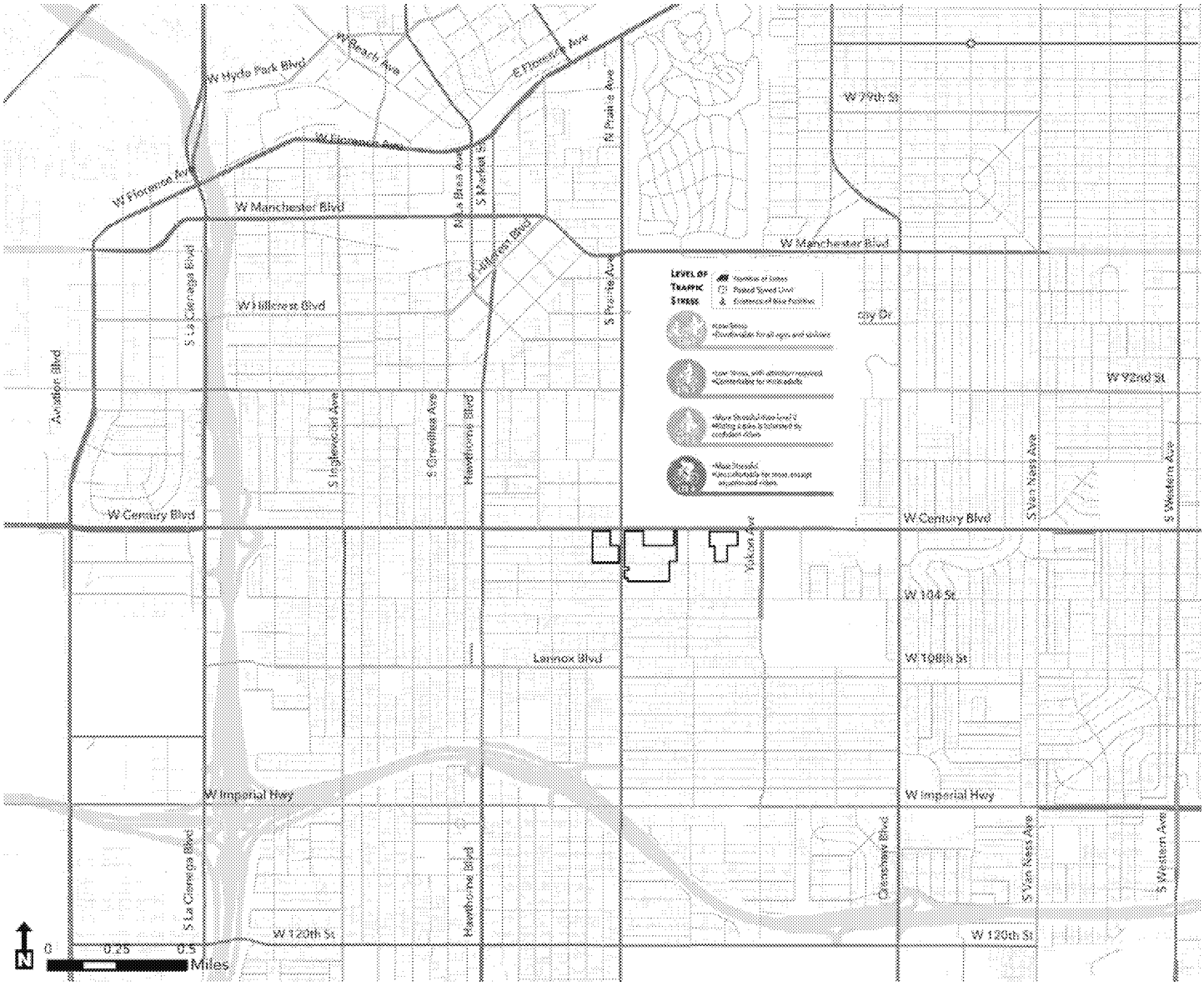


Figure 7. Level of Traffic Stress for Cyclist based on Street Characteristics

Climate Resolve
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Los Angeles, CA 90013
213.634.3790
climateresolve.org

February 21, 2018

Kate Gordon, Director
Office of Planning and Research
1400 10th Street
Sacramento, CA 95814

via email: california.jobs@opr.ca.gov

Re: Inglewood Basketball and Entertainment Center (App. No. 2018021056) – OPPOSE CERTIFICATION

Dear Director Gordon:

Climate Resolve is a Los Angeles-based nonprofit organization that is dedicated to local solutions to global climate change and ensuring that climate solutions benefit all, especially low-income communities most affected but least able to defend against the impacts from climate change. Founded in 2010, Climate Resolve works to make California more equitable, just, livable, prosperous, and sustainable today and for generations to come by inspiring people at home, at work, and in government to reduce climate pollution as well as prepare for climate impacts.

We write to share our concerns regarding the Los Angeles Clippers' application under AB 987 for the Inglewood Basketball and Entertainment Center ("IBEC Project"). Specifically, the Project's disregard for AB 987's requirements that it reduce greenhouse gas emissions and that it improve air quality conditions for the adjacent low-income community.

Where AB 987 offers benefits under CEQA in exchange for projects' achieving well-defined environmental standards, the IBEC Project application simply does not meet AB 987's strict requirements.

Unless properly characterized and mitigated, the IBEC Project would actually ***increase*** greenhouse gas emissions and disproportionately impact Inglewood's low-income community. Moreover, we are concerned that, if certified by the Governor, the IBEC Project would create a terrible precedent that would gut, in large part, California's ability to use CEQA to manage greenhouse gas emissions. As California strives to achieve climate neutrality by 2045, it is imperative that CEQA remain a critical tool in the state's toolbox for reducing greenhouse gas emissions.

Unless the applicant meets AB 987's net zero greenhouse gas requirement and implements real and meaningful local efforts to reduce greenhouse gas and related emissions, we respectfully request **the Governor deny the application**.

The IBEC Project Is Not Net Neutral For Greenhouse Gas Emissions

The IBEC Project's AB 987 application uses a flawed methodology to calculate its net greenhouse gas emissions. Based on well-established agency guidance, an accurate baseline emissions methodology (i.e., the amount of greenhouse gas emissions that a project will eliminate and that are credited against those the project will generate) is limited to accounting for existing on-site emissions. The IBEC Project application

included not only on-site emissions, but also existing emissions from various off-site activities that the application assumes (without foundation) will relocate to the new arena as part of the "baseline" inventory of greenhouse gas emissions. As a result, the application's baseline for calculating net greenhouse gas emissions is vastly overstated (and, thus, its calculation of net emissions is dramatically understated) for three primary reasons.

First, the baseline takes credit for emissions associated with existing Clippers games that will move from Staples Center in Downtown Los Angeles to the IBEC Project and assumes that no other events will replace those basketball games at the Staples Center. It is exceedingly likely that Staples Center will replace these events with new events. We suspect that because basketball events are scheduled for an entire season, the Clippers leaving Staples Center may actually result in more events at the downtown arena.

Second, the application's baseline assumes that non-NBA basketball events will relocate to the new Clippers arena from other area-venues like the Forum, Staples Center, and Honda Center in Anaheim and those venues will be dark on those event dates. While events may or may not relocate, it is not accurate to assume the Forum, Staples Center, and Honda Center will let their arenas sit empty for the dates opened up by the vacating events.

Third, the application assumes that no operations will use the Clippers' existing training facility, stating "the unique design and space allocation of the existing LA Clippers Training Center" makes it too "speculative to assume what use might occupy this facility in the future." However, in doing so, the application speculates that the training facility will sit empty. This, too, is very unlikely.

California leads the country when it comes to addressing climate change and its effects. AB 987 offers projects a streamlined environmental review, *but only if* the project demonstrates it will be net zero greenhouse gas.[1] Allowing projects to use flawed methodologies to calculate its mitigation requirements runs counter not only to AB 987 but also to California's broader strategy to combat climate change.

The IBEC Project's methodology, if approved through certification of the IBEC Project's application, will materially impair California's ability to address greenhouse gas emissions through CEQA. This would be a disastrous shift in achieving compliance with California's greenhouse gas reduction goals.

The IBEC Project's Local Reductions Do Not Meet AB 987's Requirements

AB 987 requires that at least half of the measures to offset greenhouse gas emissions be based in the local community "to maximize public health, environmental and employment benefits." Climate Resolve recognizes the importance of reducing greenhouse gas emissions on a local level. An important part of our mission is to support such reductions.

The IBEC Project does not meet AB 987's 50% local reduction requirement and does not show that all of the greenhouse gas offsets cannot be achieved through local actions.

The application states that 57% of the project's offsets are from local measures. However, this is incorrect because the 57% figure is based on faulty methodology. When calculated correctly, local measures, assuming they are effective, will offset approximately 14% of the project's greenhouse gas emissions.

In addition, the local reductions are largely predicated on a Transportation Demand Management program to reduce vehicle trips that is unlikely to achieve the forecasted reduction in trips (and thus not likely to achieve the related level of greenhouse gas reduction). Imagine the viability of achieving increased transit usage in a community that has little transit, as compared to downtown Los Angeles where Staples Center is located. The

[1] Public Resources Code § 21168.8 subdivision (b)(3) requires that the project not cause a net increase in GHGs.

Staples Center resides at a hub of numerous heavily-trafficked rail lines while the proposed IBEC Project site is over one mile away from both the lightly trafficked Green Line and yet-to-be-opened Crenshaw Line. It is fantastical to suggest that people will arrive via public transit in greater numbers at the IBEC Project than the centrally located, walkable Staples Center. The TDM program is not realistic, implementable, or achievable.

Inglewood's residents should not be burdened with the weight of hundreds of thousands of metric tons of greenhouse gases and associated toxic air contaminants. AB 987 and Governor Brown in his signing statement for AB 987 recognized that AB 987's local measures are not only important to reduce local greenhouse gas emissions, but also to reduce the highly correlated pollutant emissions that accompany greenhouse gases.

The IBEC Project Disproportionately Impacts A Low-Income Community

Governor Newsom, in his State of the State Address delivered on February 12, said that California must "map out longer-term strategies [for California's energy and climate change future]...to ensure that the cost of climate change doesn't fall on those least able to afford it."

Climate Resolve agrees. The importance of local mitigation of greenhouse gas emissions takes on even more significance in low-income communities, like the Inglewood community around the IBEC Project.[2] Climate Resolve's mission is focused on creating climate solutions that benefit all, especially in communities that are already the most affected by climate change and least able to defend against its impacts. These impacts include not only the direct effects of climate change but the correlated effect of an increase in other pollutants as well.

It is well documented that local greenhouse gas reduction measures have the added benefit of resulting in concurrent reductions in other criteria and toxic air contaminants.[3] The IBEC Project has greatly underestimated its greenhouse gas emissions and, therefore, underestimates the measures it must take to offset those emissions locally. These underestimations will lead to an increase in pollutants emitted into the local community.

In addition to the underestimation of greenhouse gas emissions, the application also fails to account adequately for the increase in vehicles on the road that may be associated with the arena's operations. Increases in heavy-duty trucks for example may lead to an increase in diesel particulate matter emissions into the local community. California identifies DPM as a known carcinogen. Exposure to DPM is particularly hazardous to children whose lungs are still developing and the elderly who may have other serious health problems.

AB 987 mandates local mitigation measures that have the co-benefit of reducing other pollutant emissions in neighboring communities. Instead, the application relies on purchased offsets located elsewhere that will do nothing to address the negative health effects the IBEC Project will have on local residents.

Conclusion

Climate Resolve is committed to supporting and facilitating lasting global change that starts with a local approach. Economic investment that provides permanent high paying and highly skilled jobs is needed across Southern California.

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[2]The median household income in the impacted community is around $30,000. *See* http://www.latimes.com/sports/sportsnow/la-sp-inglewood-arena-vote-20170814-story.html

[3] *See* CARB, Final Scoping Plan Update, 2017, p. 14, *available at* https://www.arb.ca.gov/cc/scopingplan/scoping_plan_2017.pdf.

AB 987 envisions this investment ***and*** greenhouse gas emission reductions and improvement of the local environment. The IBEC Project proposes investment but at a substantial cost and with significant health impacts on the local community and environment.

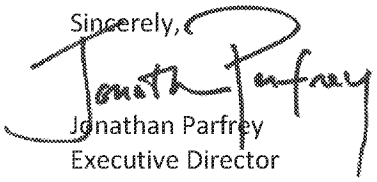
Climate Resolve looks forward to the Governor ensuring that AB 987's goals and mandates are fully implemented and respectfully requests that the Governor deny IBEC Project's application for certification under AB 987.

To be clear, Climate Resolve is not existentially opposed to the IBEC Project, nor other development that invokes AB 987 and properly characterizes and reduces greenhouse gas emissions. For example, Climate Resolve recently supported the approach to greenhouse gas emissions taken by the Gehry-designed mixed-use complex located at 8150 Sunset Blvd.

However, we are adamantly opposed to the abuse of AB 987 by playing fast-and-loose with greenhouse gas accounting. Simply, the Inglewood Basketball Project fails to satisfy the statute's key requirements, so we respectfully request that the Project not be certified.

Thank you for your consideration of these important issues. We would be happy to discuss them with you at any time.

Sincerely,



Jonathan Parfrey
Executive Director

cc: Mary D. Nichols, Chair, ARB
Richard Corey, Executive Officer, ARB
Steven Cliff, Deputy Executive Officer, ARB

February 28, 2019

Ms. Kate Gordon, Director
Office of Planning and Research
1400 10th Street
Sacramento, CA 95814

Re: AB 987 Application for the Inglewood Basketball and Entertainment Center Project (Clearinghouse Tracking No. 2108021056)

Dear Ms. Gordon:

On behalf of the Natural Resources Defense Council (NRDC) and its 400,000 members and activists in California, we respectfully submit these comments on Murphy's Bowl LLC's application under Assembly Bill 987 for the Inglewood Basketball and Entertainment Center Project (the "Project").

We support economic development in Inglewood and are not opposed to any project at this site; however, we are concerned that the Project fails to meet the AB 987 standards for certification by the Governor. The most egregious shortcomings are the application's unjustified enhanced baseline against which future GHG emissions are compared, its undercounting of future emissions, its shaky and speculative carbon offset measures, and its weak traffic demand management program. Instead of respecting AB 987's attempt to support California's nation-leading fight against global climate change, the application is an attempt to disregard the measures necessary to gain AB 987 certification. We will discuss the reasons for this below.

IMPROPERLY HIGH GHG BASELINE

Misrepresenting the baseline is a very common occurrence in environmental documents that NRDC reviews. What the Project applicant does in this case is equivalent to the developer of a greenfield housing development taking baseline credit for GHG emissions on the theory that the homes vacated by people moving into the development will never be repopulated. That is absurd on its face, but the application here does the same thing.

In particular, the application credits to its own GHG baseline emissions now occurring at games that the Clippers play at Staples Center. The assumption built into that calculation is that Staples will stay dark for 30 years on the dates that the Clippers now play there, roughly 20% of the available dates. That is an unrealistic assumption, and indeed the applicant offers no facts to support it. Similarly, unsupported is the application's assumption that roughly half of the non-Clippers events that will occur at the Project will be moved from other, existing facilities such as the Honda Center and the Forum, and their current

dates will stay dark for 30 years. In this way, the application makes over 300,000 tons of CO2 emissions simply go away.

Reality is not that simple. The applicant can't make climate change go away with a pen and paper exercise. For this error alone, certification of the Project should be rejected.

GHG EMISSIONS WILL INCREASE

One of the goals of AB 987 is to enforce a net-zero GHG regime on the Project. But the GHGs will increase if the Project is built because of increasing vehicle miles traveled (VMT) in connection with travel to and from the site.

Staples Center is in the heart of downtown Los Angeles and easily accessible by public transit, including the Expo Line stop across the street. But the Project will be built in a transit desert, underserved by bus lines compared to downtown Los Angeles and far from any current or planned light rail. It is unlikely that anyone is going to walk half a mile to a light rail stop in Inglewood after a Clippers night game. Shuttles are a good idea but will fall far short of what is needed to fill an arena the size of the Project. The natural result of the Clippers moving to the Project site will be more autos travelling more miles to get to games and other events, compared to what is the situation on the ground now at Staples. More VMT means more GHG emissions – and so it is no surprise that the application needs to fudge the numbers to show net-zero GHGs.

CARBON OFFSETS

The California Air Resources Board (ARB) has a rigorous regulatory program to approve and verify carbon offsets in connection with California's cap and trade program. AB 987 puts limits on allowable offsets, and in particular requires that not less than 50 percent of the GHG emissions necessary to achieve net zero GHGs must be from "local, direct greenhouse gas emissions reduction measures." Health & Safety Code Sec. 21168.6.8 subd. (j)(3). Even after trying to cut down its projected GHG emissions by sleight of hand, the applicants fail to show that the Project will have sufficient local offsets to comply with the statute.

And even before considering carbon offsets, the application fails to include feasible GHG mitigation measures in effect in other sports arenas. The 2012 NRDC report "Game Changer" available at https://www.nrdc.org/sites/default/files/Game-Changer-report.pdf, describes many GHG measures that were available seven years ago. But the Project falls woefully short in implementing these.

THE TRANSPORTATION DEMAND MANAGEMENT PROGRAM

AB 987 requires a transportation demand management program that, upon full implementation, will achieve and maintain a 15 percent reduction in the number of vehicle trips . . . as compared to operations absent the program. Applicant's claim to meet this standard fails.

First, the application claims a higher share of attendees arriving by something other than a personal vehicle than now exists for Clippers games at Staples. This makes zero sense because Staples Center is in a transit-rich area and the Project will be in a transit desert. Even if and when light rail stops are built a half-mile away, it is unlikely that the Project will ever achieve the non-auto traffic that Staples sees now.

Second, the application uses the transit profile of current Clippers fans to estimate travel behavior for all events at the Project in the future. This fails to take into account the other expected uses of the Project. Devoted Clippers fans may develop a routine for travel to the Project but attendees for concerts, conventions, trade shows and the like probably will not, instead travelling by private car.

Finally, and not surprisingly given the weakness of the transportation demand management program, the application fails to include the required "specific program of strategies, incentives, and tools . . . with specific annual status reporting obligations . . ." Indeed the application admits that these measures "are subject to further refinement and revision . . . ." In short, the applicant is making up these measures as it goes along. That does not comply with AB 987.

CONCLUSION

NRDC would be pleased to submit additional documentation showing that the Project application fails to satisfy AB 987 should that be desired. On its face, the Project application is insufficient for certification under the statute. What needs to happen is first, a rigorous analysis of the future GHG emissions associated with the Project, without unrealistic assumptions about 30 years of unused dates elsewhere. Second, the Project needs to come up to date on feasible GHG reduction measures, including additional solar power generation on site. Third, the Project needs to implement a wide-ranging program of VMT reduction measures. Last, any use of offsets needs to comply strictly with AB 987.

Thank you for your consideration of these comments.

Yours truly,

David Pettit
Senior Attorney

CC: Assembly Member Kamlager-Dove

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April 19, 2019

Ms. Kate Gordon, Director
Office of Planning and Research
1400 10th Street
Sacramento, California 95814

RE: Supplemental Comments on the Inglewood Basketball and Entertainment Center Project AB 987 Application (Clearing House Tracking No. 2018021056)

Dear Ms. Gordon:

On behalf of MSG Forum, LLC, we previously submitted comments on Murphy's Bowl LLC's application requesting the Governor's certification under Assembly Bill 987 for the Inglewood Basketball and Entertainment Center Project (the "project"). Among many deficiencies, we noted that the Application included errors in the methodology used to calculate the project's greenhouse gas emissions and errors in the underlying assumptions regarding the project's transportation demand management program.

The scope of the project's failings have recently been made clearer by two recent Air Resources Board determinations under AB 900 as well as the recent application submitted by the Oakland Athletics under Assembly Bill 734

AB 987, like AB 900, would fast track litigation ***if the project could meet AB 987's requirements.*** Under AB 900 and AB 987, the benefit of clearing litigation in 270 days is reserved for exceptional projects that have a positive impact on the environment and that benefit their communities. In other words, it is only in exchange for developing a project that goes beyond what CEQA requires that the Clippers may qualify for extraordinary judicial relief. The Clippers' application to expedite litigation falls far short of AB 987's standards. In fact, it is hard to imagine that the project could ever be held out by the state as an environmental leadership project. Certifying this project under AB 987 would establish a precedent that undermines the state's efforts to: (1) improve air quality in impacted communities; (2) reduce GHG emissions; and (3) promote equity and fairness by benefiting those communities asked to bear the burdens and costs of development.

Improperly High GHG Baseline. The Air Resources Board issued determinations on January 30, 2019, for the 3333 California Street Project and on March 13, 2019, for the Hollywood and Vine Mixed Use Project. Both of these determinations state that baseline emissions are only those emissions on the existing project site that a project will remove.

The Clippers are improperly trying to take credit for eliminating greenhouse gas emissions from existing entertainment venues that would continue to create GHG emissions. The faulty baseline means the Clippers understate the project's net GHG emissions by over 75%. This shortchanges the local community by slashing the amount of local GHG mitigation (with important health co-benefits) that AB 987 requires.

In the two most recent evaluations by the Air Resources Board, the Board has made clear that the calculation of baseline emissions should only include those emissions on the project site that the project will remove and demolish. This comports with standard industry practice and Air District guidance for analyzing GHG impacts.

The Air Resources Board March 13, 2019, determination for the Hollywood & Wilcox project confirms that baseline emissions only include those elements of the project site that are demolished and removed.

> Operational emissions from land uses at the existing project site that would be demolished and removed as part of the project represent baseline conditions. (Staff Evaluation, p. 7.)

The Air Resources Board's January 30, 2019 determination for the 3333 California project is in accord. There, the Air Resources Board confirmed that only elements of the project site that are demolished and removed are included in the baseline emissions inventory. By comparison, uses that are shifted from one location to another are excluded as they are continuing. The Board explained "Baseline Operational Emissions" as follows.

> Operational emissions from land uses at the existing project site that would be demolished and removed as part of the project, minus mobile-source-related GHG emissions associated with existing UCSF Laurel Heights campus operations that would be relocated to other existing UCSF campuses as a result of the project, represent baseline operations. (Att. 1 to CARB Ex. Order G-18-101, p. 7.)

Unlike the Air Resources Board's approved evaluations for 3333 California and Hollywood & Wilcox, virtually the all of the Clippers' claimed baseline emissions will neither be demolished nor removed. Staples Center, the Honda Center, and the Forum are not going to be demolished nor stop operating if a new arena is built. Each will continue to operate and book events and, in fact, Staples will operate more efficiently as an event venue. The Clippers' methodology for calculating the project's net greenhouse gas emissions is flawed and contrary to Air Resources Board precedent.

As the Natural Resources Defense Council made clear the Clippers project's approach to calculating the existing emissions to be avoided is "absurd" and is merely trying to "make climate change go away with a pen and paper exercise." (NRDC Letter dated Feb. 28, 2019.) Climate Resolve wrote the project's methodology "if approved through certification of the IBEC Project's application ***will materially impair California's ability to address greenhouse gas emissions through CEQA.***" (Climate Resolve Letter dated Feb. 21, 2019.)

Clippers Unrealistic Trip Reduction Assumptions. AB 987 requires the Clippers to reduce vehicle trips by 15% as compared to operations absent a transportation demand management program to receive litigation streamlining. The Clippers application claims trip reductions from the ill-defined transportation demand management program without any meaningful foundation.

Critical to the Clippers' trip reduction plan is the unsupported assumption that 10% of all basketball attendees will use Metro's light rail system and then transfer to shuttles to bridge the last mile gap between the rail stations and project. In a technical report attached to our February 1, 2019, letter, Gibson Transportation concluded that "the 10% rail usage assumption is unsupported and will not be achieved."

The Oakland Athletics' application effectively concurs with Gibson Transportation's assessment: shuttles will not work. Consistent with Gibson Transportation's conclusion, the Oakland Athletics' application concedes what is widely known and accepted with respect to using shuttle buses to transport attendees from rail stations to venues:

> BART shuttles have relatively limited synergies with other measures because shuttles do not cause much of a mode shift for attendees who currently drive from outside of Oakland. (Oakland Athletics' Application, Ex. D, p. 17.)

While both the Clippers and Oakland Athletics existing facilities are immediately adjacent to rail stations, only the Clippers assume that a rail to shuttle program will increase the use of the rail system. The Oakland Athletics' application confirms that this assumption is unsupported.

In fact, the BART shuttle program is projected to be so ineffective at reducing trips, it is not even included in the Oakland Athletics' proposed trip demand management program. (See Oakland Athletics' Application, Ex. D, p. 21 [listing reduced on-site parking, on-street parking management, Uber/Lyft surcharge and geofence, bicycle parking, and Howard Terminal development as transportation demand program components to meet required trip reductions].) The Oakland Athletics state that a shuttle program that could move up to 2,200 attendees per hour would only reduce trips at most by one to four percent.

The Oakland Athletics' application also confirms that ***shared mobility increases trips***. The Clippers assume that 10% of all basketball game, concert, and other events will arrive by "shared mobility." The Clippers propose encouraging the use of Uber and Lyft. As was noted in our letter of February 19, 2019, and as is made clear by the Oakland Athletics' application, encouraging attendees to use Uber and Lyft services will increase trips (and associated emissions), not decrease them.

> [T]otal trips were calculated by assigning two trips total to each personal vehicle...as well as ***two trips for each arriving [Uber/Lyft] and two trips for each departing [Uber/Lyft] to account for the fact***

> ***that each...trip must both enter and exit the area.*** (Oakland Athletics' Application, Ex. D, p. 11.)

Thus, whereas an attendee arriving in a private vehicle creates two trips, a person arriving by Uber or Lyft generates four trips and up to four times as many vehicle miles traveled. Per the Oakland Athletics' application, Uber and Lyft trips "have the largest vehicle trip impact." (Oakland Athletics' Application, Ex. D, p. 17.)

This is why the Oakland Athletics' TDM program actively discourages Uber and Lyft vehicles through a surcharge for such vehicles arriving to the stadium and a one-half mile radius "geofence" to enforce the surcharge. (Oakland Athletics' Application, Ex. D, p. 23.)

Moreover, because Uber and Lyft will often idle for long times at an event waiting area for a pick up or in traveling around the area, automobile emissions in the area actually increase.

Thus, the Clippers' transportation demand program is triply wrong by encouraging Uber and Lyft. First, it did not account for the doubling of trips that Uber and Lyft users create. As a result, the Clippers have undercounted the number of trips the project will create. Second, by encouraging attendees to use Uber and Lyft, the Clippers are undermining the state's goal of reducing trips and reducing emissions. This becomes even more pronounced with the Clippers shift from a high density urban area with extensive rail and bus access to a low density area not served by transit. Third, because the Clippers have undercounted the trips associated with Uber and Lyft vehicles, the Clippers have also undercounted the project's emissions and vehicle miles traveled.

* * *

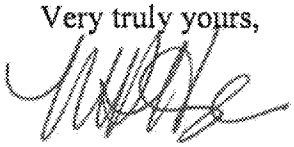
The project is not neutral for GHGs, does not implement the local emission reduction benefits AB 987 envisions, and will increase VMT. It is also inconsistent with SCAG's 2016 RTP/SCS. Simply put, the project does not meet AB 987's standards for litigation streamlining.

There is nothing exceptional about the Clippers' project other than the exceptional adverse impact it will have on a predominantly low-income, minority community that is at the center of the state's housing affordability crisis. (See attached LA Times article.) AB 987 requires not only exemplary net zero GHG reductions but also requires the Clippers to improve air quality in the low-income community for which it is proposed. Instead of complying with AB 987's requirements, the Clippers are improperly calculating their emissions and not mitigating their true impacts, thereby increasing air toxics and criteria pollutant emissions in this community.

MSG stands with the Natural Resources Defense Council, Uplift Inglewood, Climate Resolve, and the many Inglewood residents who have called on the Governor to deny the application from litigation streamlining under AB 987.

If you have questions, you may reach me at (213) 891-7540.

Very truly yours,



Maria Pilar Hoye
of LATHAM & WATKINS LLP

cc: Mary Nichols, Chair, Air Resources Board
Richard Corey, Executive Director, Air Resources Board
Steven Cliff, Deputy Executive Officer, Air Resources Board

Los Angeles Times

April 10, 2019

One of California's last black enclaves threatened by Inglewood's stadium deal

Many who endured hard times now face eviction, rent hikes

NOT LONG AGO, Inglewood was struggling after decades of decline. Today there's a new challenge: trying to preserve one of California's last remaining African American enclaves as rents surge.

By ANGEL JENNINGS
APR 10, 2019 | 4:00 AM

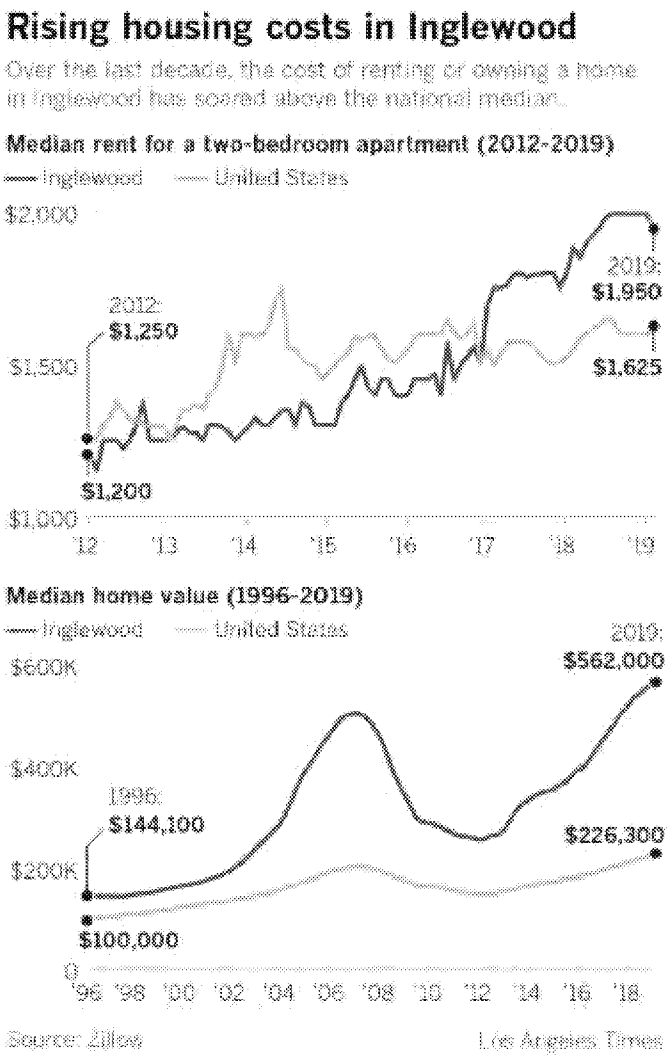
Inglewood has come a long way since Dr. Dre proclaimed in the '90s that it was "always up to no good."

A surge of economic development is wiping away its reputation as a battle zone for rival gangs and promises to remake the city not only into a sports and entertainment mecca but also a cultural destination.

But now that Inglewood is on the come up, longtime residents and city officials face a different challenge: Many who have weathered decades of hardship no longer can afford to live there and are being left out of the economic renaissance.

Donald Martin, 67, lost the roof over his head after a new landlord evicted him with just 60 days' notice from the building he had lived in for almost a decade.

Tomisha Pinson, who lives next door to the new L.A. Rams and Chargers stadium and entertainment complex, received a notice that the monthly rent on her two-bedroom Inglewood apartment would spike from $1,145 to $2,725.



"It makes you feel pushed out, like, 'We don't need you guys no more, the upper class is going to be moving in,' " said Pinson, 43, a mother of two who takes in foster children.

As home prices soar and rents rise, Inglewood is struggling to meet its goal of encouraging more investment while trying to preserve one of California's last remaining African American enclaves.

"Inglewood is the 'City of Champions' and like all good champions, Inglewood is rising again," said Daniel Tabor, a former mayor and councilman. "But it has been a missed opportunity for economic participation by the residents and local businesses."

Not long ago, the city was struggling with decades of decline exacerbated by the loss of two economic engines, the Lakers and Hollywood Park racetrack. Now, the white skeleton of the $2.6-billion NFL stadium and entertainment district is rising along Century Boulevard. Plans for a new L.A. Clippers arena are crystallizing. A $14.5-million Frank Gehry-designed home for

the L.A. Philharmonic's youth orchestra is underway, and the Girl Scouts of Greater Los Angeles moved its regional headquarters to Inglewood last February.

"We all know when the Girl Scouts come, it's all over," Mayor James T. Butts Jr. joked to a group of homeowners last year. In his view, the Scouts' arrival pins a badge of safety on his city, in turn luring still more investment.

All these attractions will become easier to visit with next year's scheduled opening of the $2-billion, 8.5-mile Crenshaw light rail line.

But activists are pressing City Hall, demanding officials do more to protect residents against ballooning rents. In March, the city adopted a temporary cap on increases and evictions. But some say the measure is, too late too little.

Plans for a new Clippers arena in Inglewood have spurred protests, such as this one in June 2015. The project would allow use of eminent domain to confiscate property. (Allen J. Schaben / Los Angeles Times)

Uplift Inglewood, a tenants' rights group, is suing the city and a developer to halt construction of the Clippers arena, a project that would allow the city to use eminent domain to confiscate property at the southwest corner of Century Boulevard and Prairie Avenue. The lawsuit alleges that the city's proposed sale of public land to build the Clippers project violates state law that requires prioritizing the use of such land for affordable housing.

D'Artagnan Scorza, 38, who sits on the city's school board, said he helped create Uplift Inglewood to give a voice to vulnerable renters. He knows their plight. When he was a grade-schooler, his family was evicted from their Inglewood townhouse; they couldn't afford the rent.

Although he supports the football stadium project, he wants to use it to leverage development and investment to benefit blacks and Latinos, who account for an estimated 42% and 51%, respectively, of Inglewood residents.

"We wanted to be a model for investment without displacement," Scorza said. "We didn't want that capital to come in and flood out the folk who live here."

At the center of the fray is Mayor Butts, who was reelected to a third term in 2018 with 63% of the vote.

While in office, he has tried to juggle seemingly opposing goals: courting pharaonic projects like the NFL stadium while persuading landlords to keep rents stable and trying to ensure that longtime owners reap the benefits of a thriving market that has pushed the median home value in this city of 110,000 to $555,000.

Lack of rent control makes Inglewood an attractive investment opportunity. Owners have been able to jack up rents or kick out month-to-month tenants with just 60 days' notice. Two-thirds of the city's residents are renters. About a quarter who live here are older than 55. Many are on fixed incomes.

At the March 5 City Council meeting, Butts proposed — and the council unanimously voted to adopt — a 45-day moratorium during which rent increases would be capped at 5% annually and evictions would be halted as the city tried to find a permanent solution to the rent problem. There's an option to extend the measure to a full year.

Previously, Butts had opposed rent ordinances, saying: "We're not going to do anything to stymie the small owners from being able to make a living."

But Inglewood's housing market has changed drastically since he was elected in 2011.

Back then, the city was on the verge of bankruptcy. Services were being trimmed, and unemployment amid the Great Recession stood at 17%. The city's largest taxpayer, Hollywood Park Racetrack and Casino — which in 2011 brought $4.6 million into the city's coffers — was shuttering its racetrack.

Developers say their investments have spurred Inglewood's reversal of fortune. In 2018, the site where the 300-acre stadium project is going up brought in $15.8 million in tax revenue — without a single game being played. That money has been used to restore services, hire more police officers and replace the aging fleet of cop cars, Butts said.

Inglewood's post-recession jobless rate is now 5.4%. But there's a downside to the boom: a growing housing shortage. Despite the city's turnaround, said Chris Meany, co-founder of the developer involved in the NFL stadium and Clippers projects, "when a place is being economically redeveloped, always in the back of your mind is, 'Are we gentrifying to the point we're displacing people?' "

Years before the stadium plan came into being, the same developer had proposed building a retail and residential community with 3,000 housing units — 450 of which would be affordable — at the racetrack site. The project would have included upscale, market-rate housing to attract high-income earners and raise the city's tax base.

In 2008, city officials and developers agreed to spread the affordable units throughout the city. Now, when completed, the stadium-entertainment complex will include Inglewood's largest housing project, with 2,500 units. None are set aside for low-income residents.

Butts said the city had constructed hundreds of affordable units since he took office and that another 180 would be added over the next three years.

But Inglewood is a long way from fulfilling its 2021 housing goal of 567 below-market units. It hasn't produced any affordable housing since the end of 2013, when all L.A. County cities were required to set goals for the next seven years, according to the state's Department of Housing and Community Development.

Russ Heimerich, a spokesman for the state Business, Consumer Services and Housing Agency, said many communities had failed to meet their targets.

"The whole state of California is behind in producing housing," he said.

With a median household income of $46,000, roughly $15,000 below the county's median, Inglewood has joined a growing list of urban areas nationwide, from Baltimore to Oakland, where African Americans have historically clustered — for comfort or because of race-based redlining policies — but now feel they are being pushed out. Nationwide, black homeownership rates have declined to levels not seen since the 1960s, when race-based discrimination was legal, according to nonprofit think tank the Urban Institute, a sign that the economic recovery has skipped many workers of color.

"This is our 'hood," said Major Stewart, 69, who lived in Inglewood for 36 years before getting a notice in December that rent on his one-bedroom apartment two miles from the new stadium would more than double. So he's moving in with his sister in L.A. "If you move us out of here, we're lost."

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— Major Stewart, Inglewood resident

Major Stewart is leaving the city he's lived in for 36 years. He's packing his boxes after being told the rent on his one-bedroom apartment in will be more than double. (Gina Ferazzi / Los Angeles Times)

African Americans have felt unwelcome in Inglewood before.

A century ago, signs posted by the Ku Klux Klan declared the city to be for "Caucasians-Only." The post-WWII era brought a wave of African Americans escaping the Jim Crow South for the

dream of living where race was not the "principal organizing factor," said Darnell Hunt, director of the Ralph J. Bunche Center for African American Studies at UCLA.

"California was never a slave state," he said, "so all of those things made it attractive for blacks coming from places where racial segregation and oppression was in your face every day."

Many of the transplants secured good-paying jobs in the defense industry. But as more blacks arrived, Jim Crow followed. Realtors refused to show them homes. Racial covenants tucked into property deeds prohibited selling to blacks, keeping large swaths of present-day South L.A. and Inglewood Caucasian.

A series of state and federal laws made housing discrimination illegal. But it took the 1965 Watts riots to truly integrate Inglewood, as middle-class blacks moved farther west in search of a place to lay down community roots.

By 1970, one in 10 Inglewood residents were black. But as the region's manufacturing base shrank, high-paying union jobs disappeared. Industry trends and the shift in residents' spending power caused many of the city's businesses to close.

The Lakers and Kings moved to downtown L.A. in 1999. Efforts to revitalize Inglewood's Market Street failed. The state took over the city's troubled schools in 2012. Hollywood Park held its final race the following year.

"Inglewood was in decline" and edging toward insolvency, said Meany, the developer.

Then with the NFL stadium plans came a surprising revival. The growth of the technology sector in Playa Vista's Silicon Beach also began to change Inglewood, much as the tech boom has spilled into black communities in Oakland, Boston and Seattle. Newcomers with higher salaries found their dollar could stretch further.

The city's image also has been buffed by positive pop-culture imagery, such as HBO's hit comedy-drama "Insecure," depicting the trials and triumphs of its 20-something black female protagonist who lives in Inglewood.

" 'Insecure' does a pretty good job of showing the world the other side of South L.A.," Hunt said, "that maybe you didn't see if all you saw were the gangster movies of the 1990s and everything that came after the 1992 uprising" with the Rodney King trial.

Clarence Johnson leans inside of a home he rents in Inglewood. Johnson has seen the value of a duplex he owns in the city soar with the current economic boom. (Genaro Molina / Los Angeles Times)

For Clarence Johnson, buying an Inglewood home was a gamble that paid off.

The 34-year-old father of two found a duplex that fit his budget, nestled on a tree-lined street off West 102nd Street. He lives in one unit and rents out the other.

When he moved to Inglewood in 2011, he said, parts of the city resembled a rap video — people with intimidating stares clustered on street corners. When he used to tell people where he lived, they replied, "You can always move. Inglewood is a good start."

Now they ask if he lives near the stadium, and his home value has more than doubled.

Butts has admitted to underestimating the rent-increase problem, once thinking it could be solved on a case-by-case basis.

Over the last few years, the mayor said, he would reach out to residents when rumors of price gouging and displacement surfaced online but often did not hear back. Then in January, an outraged tenant posted on Facebook that her rent would jump from $1,200 to $2,725 per month.

Butts got word of a rental increase of more than 100% in the nine-unit, sand-colored apartment building where Major Stewart lived. Not longer after that building changed hands late last year, the new owner tucked notices of rent increases into tenants' screen doors. Stewart was informed

that his rent would jump to $1,725 from $855. There were no promises to make improvements, like replacing his aging carpet or appliances, Major Stewart said.

The rent is set to rise at Tomisha Pinson's apartment, next door to these de new L.A. Rams and Chargers stadium and entertainment complex. (Dania Maxwell / Los Angeles Times)

Increase notices also went out at Tomisha Pinson's 28-unit complex, which was owned by the same property management company, and Butts stepped in.

He met days later with Adrian Malin, the head of Regents 99 LLC, and crafted an agreement that gave renters in the two apartment buildings several choices, including gradual increases or a $10,000 lump sum to move out by April.

"It was somewhat of a victory for us," said 40-year-old Angel Burrell, a longtime resident who plans to take the lump sum and move into a family-owned duplex in Inglewood.

Malin declined to comment but in an email wrote: "I have a lot of respect for Mayor Butts."

But the community's triumph was short-lived.

In February, Butts learned of two more properties that had experienced sharp rent hikes. The property manager refused to speak with him, prompting the mayor to propose the 45-day rent moratorium.

> ‘Everybody can agree that these 120% rent increases are astronomical and ridiculous. I think we can start there.’
>
> — D'Artagnan Scorza, of Uplift Inglewood

The temporary cap was a win for Uplift Inglewood, which continues to apply pressure to City Hall. It also is taking the fight to Sacramento, pushing for an anti-price-gouging bill.

“Everybody can agree that these 120% rent increases are astronomical and ridiculous,” said Scorza, of Uplift Inglewood. “I think we can start there.”

But the cap wasn’t enough to keep Donald Martin in Inglewood.

Golden Bee Properties took over his 10-unit building last year. The new landlord never issued a notice about raising the rent. Instead, Martin was evicted with 60 days’ notice.

Golden Bee’s top executive, David Berneman, declined to comment.

There’s no way to know how many tenants have been pushed from their homes without cause; some eviction notices are available for viewing for 60 days, but many are not public record.

When he left, Martin said, Golden Bee Management gave him a month’s rent plus $500. He boxed up his suits, his favorite alligator shoes that he only wears to church, and some cooking supplies. He put it all in storage.

For weeks, Martin parked his SUV in a strip mall and slept in the front seat before the police ordered him to leave. Now he is living out of motels and extended-stay hotels.

“I can’t save money, because the rent of some places I live is $500 a week,” said Martin, who receives a disability check for back pain. “It has been really rough on me.”

On a recent afternoon, he returned to his old neighborhood to visit friends, driving past the building where he thought he would live out his golden years.

The exterior had been painted a lime green with gray-blue trim. A crew of workers streamed in and out, readying the apartments for tenants willing to pay market rent.

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April 19, 2019

Ms. Kate Gordon, Director
Office of Planning and Research
1400 10th Street
Sacramento, California 95814

RE: Supplemental Comments on the Inglewood Basketball and Entertainment Center Project AB 987 Application (Clearing House Tracking No. 2018021056)

Dear Ms. Gordon:

On behalf of MSG Forum, LLC, we previously submitted comments on Murphy's Bowl LLC's application requesting the Governor's certification under Assembly Bill 987 for the Inglewood Basketball and Entertainment Center Project (the "project"). Among many deficiencies, we noted that the Application included errors in the methodology used to calculate the project's greenhouse gas emissions and errors in the underlying assumptions regarding the project's transportation demand management program.

The scope of the project's failings have recently been made clearer by two recent Air Resources Board determinations under AB 900 as well as the recent application submitted by the Oakland Athletics under Assembly Bill 734

AB 987, like AB 900, would fast track litigation ***if the project could meet AB 987's requirements.*** Under AB 900 and AB 987, the benefit of clearing litigation in 270 days is reserved for exceptional projects that have a positive impact on the environment and that benefit their communities. In other words, it is only in exchange for developing a project that goes beyond what CEQA requires that the Clippers may qualify for extraordinary judicial relief. The Clippers' application to expedite litigation falls far short of AB 987's standards. In fact, it is hard to imagine that the project could ever be held out by the state as an environmental leadership project. Certifying this project under AB 987 would establish a precedent that undermines the state's efforts to: (1) improve air quality in impacted communities; (2) reduce GHG emissions; and (3) promote equity and fairness by benefiting those communities asked to bear the burdens and costs of development.

Improperly High GHG Baseline. The Air Resources Board issued determinations on January 30, 2019, for the 3333 California Street Project and on March 13, 2019, for the Hollywood and Vine Mixed Use Project. Both of these determinations state that baseline emissions are only those emissions on the existing project site that a project will remove.

The Clippers are improperly trying to take credit for eliminating greenhouse gas emissions from existing entertainment venues that would continue to create GHG emissions. The faulty baseline means the Clippers understate the project's net GHG emissions by over 75%. This shortchanges the local community by slashing the amount of local GHG mitigation (with important health co-benefits) that AB 987 requires.

In the two most recent evaluations by the Air Resources Board, the Board has made clear that the calculation of baseline emissions should only include those emissions on the project site that the project will remove and demolish. This comports with standard industry practice and Air District guidance for analyzing GHG impacts.

The Air Resources Board March 13, 2019, determination for the Hollywood & Wilcox project confirms that baseline emissions only include those elements of the project site that are demolished and removed.

> Operational emissions from land uses at the existing project site that would be demolished and removed as part of the project represent baseline conditions. (Staff Evaluation, p. 7.)

The Air Resources Board's January 30, 2019 determination for the 3333 California project is in accord. There, the Air Resources Board confirmed that only elements of the project site that are demolished and removed are included in the baseline emissions inventory. By comparison, uses that are shifted from one location to another are excluded as they are continuing. The Board explained "Baseline Operational Emissions" as follows.

> Operational emissions from land uses at the existing project site that would be demolished and removed as part of the project, minus mobile-source-related GHG emissions associated with existing UCSF Laurel Heights campus operations that would be relocated to other existing UCSF campuses as a result of the project, represent baseline operations. (Att. 1 to CARB Ex. Order G-18-101, p. 7.)

Unlike the Air Resources Board's approved evaluations for 3333 California and Hollywood & Wilcox, virtually the all of the Clippers' claimed baseline emissions will neither be demolished nor removed. Staples Center, the Honda Center, and the Forum are not going to be demolished nor stop operating if a new arena is built. Each will continue to operate and book events and, in fact, Staples will operate more efficiently as an event venue. The Clippers' methodology for calculating the project's net greenhouse gas emissions is flawed and contrary to Air Resources Board precedent.

As the Natural Resources Defense Council made clear the Clippers project's approach to calculating the existing emissions to be avoided is "absurd" and is merely trying to "make climate change go away with a pen and paper exercise." (NRDC Letter dated Feb. 28, 2019.) Climate Resolve wrote the project's methodology "if approved through certification of the IBEC Project's application ***will materially impair California's ability to address greenhouse gas emissions through CEQA.***" (Climate Resolve Letter dated Feb. 21, 2019.)

Clippers Unrealistic Trip Reduction Assumptions. AB 987 requires the Clippers to reduce vehicle trips by 15% as compared to operations absent a transportation demand management program to receive litigation streamlining. The Clippers application claims trip reductions from the ill-defined transportation demand management program without any meaningful foundation.

Critical to the Clippers' trip reduction plan is the unsupported assumption that 10% of all basketball attendees will use Metro's light rail system and then transfer to shuttles to bridge the last mile gap between the rail stations and project. In a technical report attached to our February 1, 2019, letter, Gibson Transportation concluded that "the 10% rail usage assumption is unsupported and will not be achieved."

The Oakland Athletics' application effectively concurs with Gibson Transportation's assessment: shuttles will not work. Consistent with Gibson Transportation's conclusion, the Oakland Athletics' application concedes what is widely known and accepted with respect to using shuttle buses to transport attendees from rail stations to venues:

> BART shuttles have relatively limited synergies with other measures because shuttles do not cause much of a mode shift for attendees who currently drive from outside of Oakland. (Oakland Athletics' Application, Ex. D, p. 17.)

While both the Clippers and Oakland Athletics existing facilities are immediately adjacent to rail stations, only the Clippers assume that a rail to shuttle program will increase the use of the rail system. The Oakland Athletics' application confirms that this assumption is unsupported.

In fact, the BART shuttle program is projected to be so ineffective at reducing trips, it is not even included in the Oakland Athletics' proposed trip demand management program. (See Oakland Athletics' Application, Ex. D, p. 21 [listing reduced on-site parking, on-street parking management, Uber/Lyft surcharge and geofence, bicycle parking, and Howard Terminal development as transportation demand program components to meet required trip reductions].) The Oakland Athletics state that a shuttle program that could move up to 2,200 attendees per hour would only reduce trips at most by one to four percent.

The Oakland Athletics' application also confirms that ***shared mobility increases trips***. The Clippers assume that 10% of all basketball game, concert, and other events will arrive by "shared mobility." The Clippers propose encouraging the use of Uber and Lyft. As was noted in our letter of February 19, 2019, and as is made clear by the Oakland Athletics' application, encouraging attendees to use Uber and Lyft services will increase trips (and associated emissions), not decrease them.

> [T]otal trips were calculated by assigning two trips total to each personal vehicle...as well as ***two trips for each arriving [Uber/Lyft] and two trips for each departing [Uber/Lyft] to account for the fact***

> ***that each...trip must both enter and exit the area.*** (Oakland Athletics' Application, Ex. D, p. 11.)

Thus, whereas an attendee arriving in a private vehicle creates two trips, a person arriving by Uber or Lyft generates four trips and up to four times as many vehicle miles traveled. Per the Oakland Athletics' application, Uber and Lyft trips "have the largest vehicle trip impact." (Oakland Athletics' Application, Ex. D, p. 17.)

This is why the Oakland Athletics' TDM program actively discourages Uber and Lyft vehicles through a surcharge for such vehicles arriving to the stadium and a one-half mile radius "geofence" to enforce the surcharge. (Oakland Athletics' Application, Ex. D, p. 23.)

Moreover, because Uber and Lyft will often idle for long times at an event waiting area for a pick up or in traveling around the area, automobile emissions in the area actually increase.

Thus, the Clippers' transportation demand program is triply wrong by encouraging Uber and Lyft. First, it did not account for the doubling of trips that Uber and Lyft users create. As a result, the Clippers have undercounted the number of trips the project will create. Second, by encouraging attendees to use Uber and Lyft, the Clippers are undermining the state's goal of reducing trips and reducing emissions. This becomes even more pronounced with the Clippers shift from a high density urban area with extensive rail and bus access to a low density area not served by transit. Third, because the Clippers have undercounted the trips associated with Uber and Lyft vehicles, the Clippers have also undercounted the project's emissions and vehicle miles traveled.

* * *

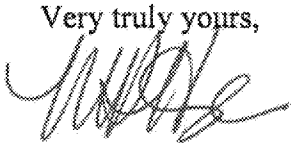
The project is not neutral for GHGs, does not implement the local emission reduction benefits AB 987 envisions, and will increase VMT. It is also inconsistent with SCAG's 2016 RTP/SCS. Simply put, the project does not meet AB 987's standards for litigation streamlining.

There is nothing exceptional about the Clippers' project other than the exceptional adverse impact it will have on a predominantly low-income, minority community that is at the center of the state's housing affordability crisis. (See attached LA Times article.) AB 987 requires not only exemplary net zero GHG reductions but also requires the Clippers to improve air quality in the low-income community for which it is proposed. Instead of complying with AB 987's requirements, the Clippers are improperly calculating their emissions and not mitigating their true impacts, thereby increasing air toxics and criteria pollutant emissions in this community.

MSG stands with the Natural Resources Defense Council, Uplift Inglewood, Climate Resolve, and the many Inglewood residents who have called on the Governor to deny the application from litigation streamlining under AB 987.

If you have questions, you may reach me at (213) 891-7540.

Very truly yours,



Maria Pilar Hoye
of LATHAM & WATKINS LLP

cc: Mary Nichols, Chair, Air Resources Board
Richard Corey, Executive Director, Air Resources Board
Steven Cliff, Deputy Executive Officer, Air Resources Board

Los Angeles Times

April 10, 2019

One of California's last black enclaves threatened by Inglewood's stadium deal

Many who endured hard times now face eviction, rent hikes

NOT LONG AGO, Inglewood was struggling after decades of decline. Today there's a new challenge: trying to preserve one of California's last remaining African American enclaves as rents surge.

By ANGEL JENNINGS
APR 10, 2019 | 4:00 AM

Inglewood has come a long way since Dr. Dre proclaimed in the '90s that it was "always up to no good."

A surge of economic development is wiping away its reputation as a battle zone for rival gangs and promises to remake the city not only into a sports and entertainment mecca but also a cultural destination.

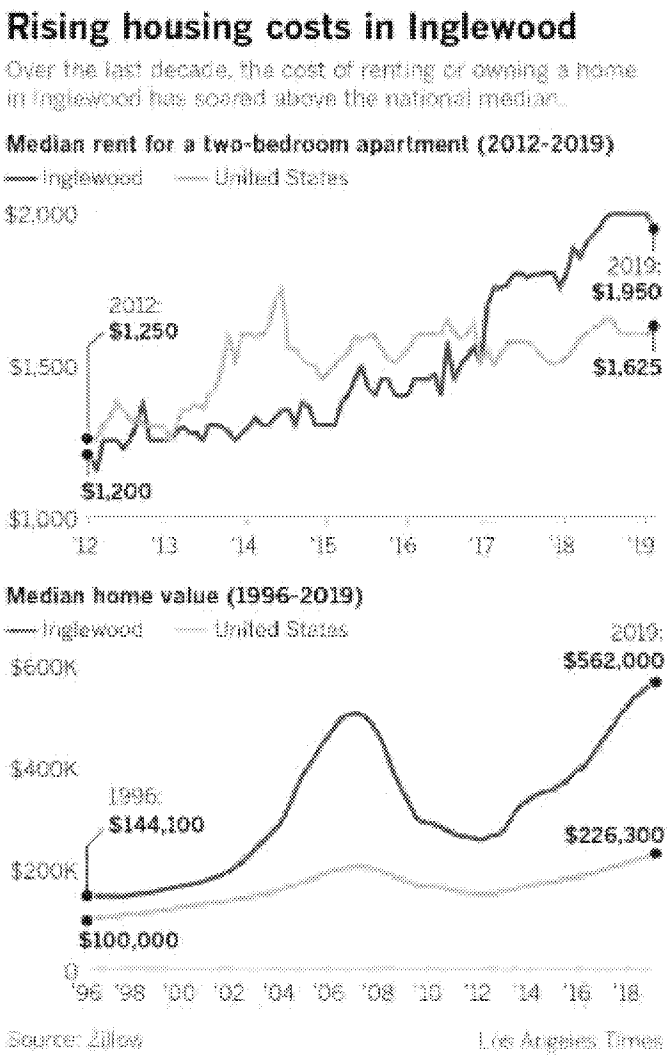
But now that Inglewood is on the come up, longtime residents and city officials face a different challenge: Many who have weathered decades of hardship no longer can afford to live there and are being left out of the economic renaissance.

Donald Martin, 67, lost the roof over his head after a new landlord evicted him with just 60 days' notice from the building he had lived in for almost a decade.

Tomisha Pinson, who lives next door to the new L.A. Rams and Chargers stadium and entertainment complex, received a notice that the monthly rent on her two-bedroom Inglewood apartment would spike from $1,145 to $2,725.

"It makes you feel pushed out, like, 'We don't need you guys no more, the upper class is going to be moving in,' " said Pinson, 43, a mother of two who takes in foster children.

As home prices soar and rents rise, Inglewood is struggling to meet its goal of encouraging more investment while trying to preserve one of California's last remaining African American enclaves.



"Inglewood is the 'City of Champions' and like all good champions, Inglewood is rising again," said Daniel Tabor, a former mayor and councilman. "But it has been a missed opportunity for economic participation by the residents and local businesses."

Not long ago, the city was struggling with decades of decline exacerbated by the loss of two economic engines, the Lakers and Hollywood Park racetrack. Now, the white skeleton of the $2.6-billion NFL stadium and entertainment district is rising along Century Boulevard. Plans for a new L.A. Clippers arena are crystallizing. A $14.5-million Frank Gehry-designed home for

the L.A. Philharmonic's youth orchestra is underway, and the Girl Scouts of Greater Los Angeles moved its regional headquarters to Inglewood last February.

"We all know when the Girl Scouts come, it's all over," Mayor James T. Butts Jr. joked to a group of homeowners last year. In his view, the Scouts' arrival pins a badge of safety on his city, in turn luring still more investment.

All these attractions will become easier to visit with next year's scheduled opening of the $2-billion, 8.5-mile Crenshaw light rail line.

But activists are pressing City Hall, demanding officials do more to protect residents against ballooning rents. In March, the city adopted a temporary cap on increases and evictions. But some say the measure is, too late too little.

Plans for a new Clippers arena in Inglewood have spurred protests, such as this one in June 2015. The project would allow use of eminent domain to confiscate property. (Allen J. Schaben / Los Angeles Times)

Uplift Inglewood, a tenants' rights group, is suing the city and a developer to halt construction of the Clippers arena, a project that would allow the city to use eminent domain to confiscate property at the southwest corner of Century Boulevard and Prairie Avenue. The lawsuit alleges that the city's proposed sale of public land to build the Clippers project violates state law that requires prioritizing the use of such land for affordable housing.

D'Artagnan Scorza, 38, who sits on the city's school board, said he helped create Uplift Inglewood to give a voice to vulnerable renters. He knows their plight. When he was a grade-schooler, his family was evicted from their Inglewood townhouse; they couldn't afford the rent.

Although he supports the football stadium project, he wants to use it to leverage development and investment to benefit blacks and Latinos, who account for an estimated 42% and 51%, respectively, of Inglewood residents.

"We wanted to be a model for investment without displacement," Scorza said. "We didn't want that capital to come in and flood out the folk who live here."

At the center of the fray is Mayor Butts, who was reelected to a third term in 2018 with 63% of the vote.

While in office, he has tried to juggle seemingly opposing goals: courting pharaonic projects like the NFL stadium while persuading landlords to keep rents stable and trying to ensure that longtime owners reap the benefits of a thriving market that has pushed the median home value in this city of 110,000 to $555,000.

Lack of rent control makes Inglewood an attractive investment opportunity. Owners have been able to jack up rents or kick out month-to-month tenants with just 60 days' notice. Two-thirds of the city's residents are renters. About a quarter who live here are older than 55. Many are on fixed incomes.

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Inglewood's post-recession jobless rate is now 5.4%. But there's a downside to the boom: a growing housing shortage. Despite the city's turnaround, said Chris Meany, co-founder of the developer involved in the NFL stadium and Clippers projects, "when a place is being economically redeveloped, always in the back of your mind is, 'Are we gentrifying to the point we're displacing people?' "

Years before the stadium plan came into being, the same developer had proposed building a retail and residential community with 3,000 housing units — 450 of which would be affordable — at the racetrack site. The project would have included upscale, market-rate housing to attract high-income earners and raise the city's tax base.

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Russ Heimerich, a spokesman for the state Business, Consumer Services and Housing Agency, said many communities had failed to meet their targets.

"The whole state of California is behind in producing housing," he said.

With a median household income of $46,000, roughly $15,000 below the county's median, Inglewood has joined a growing list of urban areas nationwide, from Baltimore to Oakland, where African Americans have historically clustered — for comfort or because of race-based redlining policies — but now feel they are being pushed out. Nationwide, black homeownership rates have declined to levels not seen since the 1960s, when race-based discrimination was legal, according to nonprofit think tank the Urban Institute, a sign that the economic recovery has skipped many workers of color.

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Major Stewart is leaving the city he's lived in for 36 years, he's packing his boxes after being told the rent on his one-bedroom apartment is set to more than double. (Gina Ferazzi / Los Angeles Times)

African Americans have felt unwelcome in Inglewood before.

A century ago, signs posted by the Ku Klux Klan declared the city to be for "Caucasians-Only." The post-WWII era brought a wave of African Americans escaping the Jim Crow South for the

dream of living where race was not the "principal organizing factor," said Darnell Hunt, director of the Ralph J. Bunche Center for African American Studies at UCLA.

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"Inglewood was in decline" and edging toward insolvency, said Meany, the developer.

Then with the NFL stadium plans came a surprising revival. The growth of the technology sector in Playa Vista's Silicon Beach also began to change Inglewood, much as the tech boom has spilled into black communities in Oakland, Boston and Seattle. Newcomers with higher salaries found their dollar could stretch further.

The city's image also has been buffed by positive pop-culture imagery, such as HBO's hit comedy-drama "Insecure," depicting the trials and triumphs of its 20-something black female protagonist who lives in Inglewood.

" 'Insecure' does a pretty good job of showing the world the other side of South L.A.," Hunt said, "that maybe you didn't see if all you saw were the gangster movies of the 1990s and everything that came after the 1992 uprising" with the Rodney King trial.

Clarence Johnson leans inside of a home he rents in Inglewood. Johnson has seen the value of a duplex he owns in the city soar with the current economic boom. (Genaro Molina / Los Angeles Times)

For Clarence Johnson, buying an Inglewood home was a gamble that paid off.

The 34-year-old father of two found a duplex that fit his budget, nestled on a tree-lined street off West 102nd Street. He lives in one unit and rents out the other.

When he moved to Inglewood in 2011, he said, parts of the city resembled a rap video — people with intimidating stares clustered on street corners. When he used to tell people where he lived, they replied, "You can always move. Inglewood is a good start."

Now they ask if he lives near the stadium, and his home value has more than doubled.

Butts has admitted to underestimating the rent-increase problem, once thinking it could be solved on a case-by-case basis.

Over the last few years, the mayor said, he would reach out to residents when rumors of price gouging and displacement surfaced online but often did not hear back. Then in January, an outraged tenant posted on Facebook that her rent would jump from $1,200 to $2,725 per month.

Butts got word of a rental increase of more than 100% in the nine-unit, sand-colored apartment building where Major Stewart lived. Not longer after that building changed hands late last year, the new owner tucked notices of rent increases into tenants' screen doors. Stewart was informed

that his rent would jump to $1,725 from $855. There were no promises to make improvements, like replacing his aging carpet or appliances, Major Stewart said.

The rent is set to rise at Tomisha Pinson's apartment, next door to these de new L.A. Rams and Chargers stadium and entertainment complex. (Dania Maxwell / Los Angeles Times)

Increase notices also went out at Tomisha Pinson's 28-unit complex, which was owned by the same property management company, and Butts stepped in.

He met days later with Adrian Malin, the head of Regents 99 LLC, and crafted an agreement that gave renters in the two apartment buildings several choices, including gradual increases or a $10,000 lump sum to move out by April.

"It was somewhat of a victory for us," said 40-year-old Angel Burrell, a longtime resident who plans to take the lump sum and move into a family-owned duplex in Inglewood.

Malin declined to comment but in an email wrote: "I have a lot of respect for Mayor Butts."

But the community's triumph was short-lived.

In February, Butts learned of two more properties that had experienced sharp rent hikes. The property manager refused to speak with him, prompting the mayor to propose the 45-day rent moratorium.

> ‘Everybody can agree that these 120% rent increases are astronomical and ridiculous. I think we can start there.’
>
> — D'Artagnan Scorza, of Uplift Inglewood

The temporary cap was a win for Uplift Inglewood, which continues to apply pressure to City Hall. It also is taking the fight to Sacramento, pushing for an anti-price-gouging bill.

“Everybody can agree that these 120% rent increases are astronomical and ridiculous,” said Scorza, of Uplift Inglewood. “I think we can start there.”

But the cap wasn’t enough to keep Donald Martin in Inglewood.

Golden Bee Properties took over his 10-unit building last year. The new landlord never issued a notice about raising the rent. Instead, Martin was evicted with 60 days’ notice.

Golden Bee’s top executive, David Berneman, declined to comment.

There’s no way to know how many tenants have been pushed from their homes without cause; some eviction notices are available for viewing for 60 days, but many are not public record.

When he left, Martin said, Golden Bee Management gave him a month’s rent plus $500. He boxed up his suits, his favorite alligator shoes that he only wears to church, and some cooking supplies. He put it all in storage.

For weeks, Martin parked his SUV in a strip mall and slept in the front seat before the police ordered him to leave. Now he is living out of motels and extended-stay hotels.

“I can’t save money, because the rent of some places I live is $500 a week,” said Martin, who receives a disability check for back pain. “It has been really rough on me.”

On a recent afternoon, he returned to his old neighborhood to visit friends, driving past the building where he thought he would live out his golden years.

The exterior had been painted a lime green with gray-blue trim. A crew of workers streamed in and out, readying the apartments for tenants willing to pay market rent.

June 21, 2019

Kate Gordon
Director, Governor's Office of Planning and Research
Senior Advisor to the Governor on Climate

Via Email: California.Jobs@opr.ca.gov

Re: Opposition to Supplemental Application for Certification of the Inglewood Basketball and Entertainment Center Project under AB 987 (Application No. 2018021056)

Dear Ms. Gordon:

This is in response to the Murphy's Bowl (LA Clippers) response dated June 12, 2019 (the Response).

The Response did little to fix the problems identified in NRDC's earlier submission. It still wrongly conducts its GHG analysis by shifting events that it claims will not be replaced at their current sites. It disrespects the local benefits policy of AB 987. And it relies for nearly half of its claimed GHG offsets on a fantasy version of a traffic management plan. Located not far from the new Inglewood pro football stadium – which never underwent CEQA review – and all its auto traffic and associated criteria pollutants and GHG emissions, the Murphy's Bowl project will harm the local community and the region, and fails to comply with AB 987.

I. The Event-Shifting Argument Is Wrong Conceptually And Factually

Consider this scenario: a developer proposes a 60,000-home project on bare earth far from job centers, ensuring long commutes for the project residents. In the CEQA review, the project proponent argues that GHG emissions from those commutes should not be attributed to the project because they are just replacing the new residents' old commutes, which in turn will never be replicated because no one will ever move into the houses vacated by the new project residents. So, no new GHGs to analyze.

That would never fly. But that is what Murphy's Bowl is doing here with respect to 34 of the 41 Clippers' home games that will move from Staples Center to the new facility. The Response changes its factual assumption from 41 games shifted to 34, but does not change its theory at all.

And that factual assumption doesn't hold water. It assumes that the experienced professional marketing staff at Staples Center cannot fill 34 empty dates – ever. At the same time, the Response asserts that the new Clippers facility will book hundreds of non-basketball events every year – any one

of which could go to Staples. It is hard to see how the Response can assert those two things at the same time.

Not surprisingly, the Murphy Bowl sports venue expert will not put its professional reputation behind the 34 perpetually empty dates claim. The expert's report says[1]:

> The information contained in this report is based on estimates, assumptions and other information developed from secondary market research, knowledge of the sports and entertainment industry, and other factors, including certain information provided by Wilson Meany and others. All information provided to us was not audited or verified and was assumed to be correct. Because procedures were limited, we express no opinion or assurances of any kind on the achievability of any projected information contained herein and this report should not be relied upon for that purpose. Furthermore, there will be differences between projected and actual results. This is because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

Although the expert report expressly disclaims reliance on "the achievability of any projected information contained herein," that is exactly what the Response does. Even if the market-shifting argument in the Response were theoretically valid – which it is not – the Response does not contain probative facts to back it up.

II. There Are No Local Benefits Proposed

One of the main policies behind AB 987 was the desire for GHG offsets to be local and to create local jobs, for example by weatherproofing homes, installing solar roofs, installing EV charging stations, and the like. But the Murphy's Bowl Application and Response do nothing in that regard. While its transportation plan may conceivably benefit some Clippers fans, it does nothing for the Inglewood residents. Contrast the imaginative Oakland A's plan for a new stadium, a plan that is expected to include 2,400 units of local affordable housing. The A's have the right idea; Murphy's Bowl does not.

III. The Traffic Management Plan Is Inadequate To Produce GHG Reductions

The fundamental problem with the Murphy Bowl transportation management plan is that Murphy's Bowl chose to build the new arena in a transit desert. There are plenty of transit-adjacent sites in the Los Angeles area that could support a basketball arena, but for whatever reason these project proponents want to build in an area where nearly everyone will drive to events. In view of that, the GHG reductions attributable to transit improvements in the initial application and Response are illusory.

IV. Conclusion

The Application and Response appear to have been reverse-engineered to yield a GHG reduction number that meets AB 987. There is no other likely explanation for why the GHG calculations and traffic management plan are so shoddy – that was the only way to make the numbers work out. The Murphy's Bowl AB 987 application should be rejected unless and until the errors that NRDC and others have pointed out are fixed.

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[1] http://opr.ca.gov/docs/20190614-Exhibits-to-Supplemental-AB-987-Submittal.pdf, page 5.

Thank you for your consideration of this letter.

Yours truly,

David Pettit
Senior Attorney
Natural Resources Defense Council

Dear Governor's Office,

I am writing to express my disdain with #2018021056 – Inglewood Basketball and Entertainment Center. My partner and I both live and work in Inglewood. We have experienced firsthand how difficult it is find permanent, skilled jobs with a living wage here in this city. When I found out that the new Clippers arena wasn't bringing skilled, high paying jobs, I was disappointed. The only new jobs they bring shouldn't just be construction related. Those are temporary. Also, any jobs they do happen to bring won't be well paid anyways. Let's face it, you can't support a family of five as a part-time concession's worker.

For a project to adhere to AB 987's standards, it must bring highly skilled, permanent jobs. This project doesn't do that. As a side note, it doesn't speak highly to me that the Clippers have not even made an effort to respond to criticism about the lack of high-quality jobs. Clearly, they don't care about the economic well-being of Inglewood residents. I don't want this arena here and if you care about the financial peace of Inglewood residents, you shouldn't either.

Sincerely,

Larissa Stephens
3620 W. 102nd Apt 31
310-256-5205

To Whom It May Concern,

I have many hesitations about supporting 2018021056 – The Inglewood Basketball and Entertainment Center. Many of them center around the traffic/congestion it will bring to my city. I already dislike driving around Inglewood during rush hour. It is very frustrating! If this project were to be approved, it would become much worse. Imagine that!

I am especially worried because my trust of this city is at an all-time low. The Clippers assured us that we shouldn't worry about their traffic demand management program because the City of Inglewood will make sure that they meet the traffic reduction requirements. I don't believe that one bit. How am I supposed to trust a city that has proven to me again and again that it can't be trusted? The DA said that the city violated CA's Opening Meetings laws. The city sells illegal bonds. The city has illegally given the mayor a $50,000 car to drive around in (where is my free $50,000 car)? The city is doing everything in their power to push this project through without resident input (I haven't been asked to share my opinion once)! This is not okay. I don't trust the Clippers, Steve Ballmer, or the City of Inglewood.

For the Clippers to get the benefits of AB 987 they have to prove that they meet the standards – not just say "trust us." If they don't want to pay for the measures that will meet the standards, that's fine, they should just be treated like all the other projects that aren't streamlined. You get what you pay for. I implore you to not allow 2018021056 – The Inglewood Basketball and Entertainment Center to streamline CEQA.

Many thanks,

Adriana Lopez
3707 W 104th St
Inglewood, CA 90304

Adriana Lopez

Hello,

I am writing in to the Governor's Office as I am concerned about the new transportation solutions posed by the Clippers for #2018021056 – Inglewood Basketball and Entertainment Center.

The site for this project is very far away from any real transit. The City of Inglewood and The Clippers have both admitted to this. The solutions that have been offered for this major problem are not good enough. They want to bus thousands of people from the train stations to the stadium. This is just a band-aid to a much larger problem. Not to mention that I doubt the more affluent people who are spending hundreds of dollars for tickets to go to the stadium will even want to ride on a bus. They will take their cars and make the roads worse for the rest of us.

I have also read what they plan to make traffic better for their shuttle buses. I don't appreciate their plan because it will just make it worse for everyone else who must sit in traffic longer or live in an even heavier polluted area due to the pollutant's cars release. I want Inglewood to become a better, more livable place to live. If you allow #2018021056 to be streamlined, Inglewood will go the opposite direction. That is not what our city needs right now.

Please listen to what Inglewood residents are saying. We don't want this stadium project streamlined.

Respectfully,

Rose Kelleher 092431
3427 W. 104th Street
Inglewood, CA 90303
(323) 972-2251

To the California Office of Planning and Research,

I would like to express my concern with the Clippers' request to quicken the process for their new stadium in my city, Inglewood, more specifically AB 987 for project 2018021056.

My problem with this project lies with the impact it will have on the traffic of Inglewood. Apparently, the project will bring over 3 million more car trips to our streets, along with bus transit to the stadium. We need to reduce traffic, not add to it, and the Traffic Demand Management program seems terrible. It really is irrelevant if they are successful in reducing traffic for their buses. Last time I checked, a giant bus in front of my car is bad for the air I breathe, especially when it isn't even electric. There's already bad traffic around my house, I can't imagine what my neighborhood will look like with another stadium and arena. Plus, the greenhouse gas emissions and other pollutants from this increase in traffic will be just awful for the air quality around here. Frankly, I don't want exhaust from a Clippers transit bus blowing exhaust into the houses of Inglewood. There are other ways they could reduce the millions of cars and pollution into my neighborhood. Please make them go back and rethink this in a way that is more protective of us. Please, reject this proposal for the streamlining, there needs to be some serious consideration of the future impact of this project on my home and health.

Best,

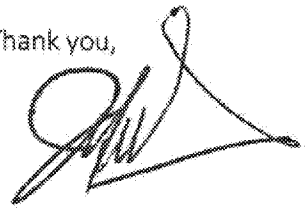
Rogaciano Ramos
3620 W. 102nd #5
Inglewood Ca. 90303

Dear Sir,

I am writing to you today to ask that you please reject the Clippers' application under AB 987, to speed up litigation against the new Clippers stadium, in Inglewood, in which my husband and I have lived for the past twenty years.

I cannot support welcoming the new stadium based on the fact that the Clippers promised our community several benefits along with the new stadium that have not been delivered and have no sign of being delivered any time soon. For one, the community was promised that this project would bring new high paying jobs. Based on the current proposal that is not the case. It seems the only jobs would be selling jerseys and popcorn whenever this thing is finished. Also, this was supposed to be a greenest of green project. How are 3.3 million more car trips good for the environment? I don't want the pollution, nor the traffic associated with such a task in my neighborhood. And there aren't any real measures to reduce the tons of local air pollution that are going to come with this traffic and operating the arena. The bottom line is that it seems that a billionaire is benefitting immensely from this project at my community's expense. Please reject this application. This project does not deserve any special treatment from the Governor.

Thank you,



Juan A. Méndez
(702) 324-2170
10224 S. Yukon Ave. #4
Inglewood CA 90303

To whom it may concern,

I write to you today as a resident of Inglewood, expressing my concerns with the AB 987 application, the proposal by the Clippers to speed up the process of constructing their new stadium in my town. I've heard many concerns from my community about the environmental impact of this project, along with a lack of delivery of new jobs promised to Inglewood residents by the organization. The Clippers had 5 entire months to create this recently added material, but I have only 14 days to get some sort of grasp on this document that will majorly impact my community? Isn't the law that 30 days need to be provided for whomever to go over a new application? This is a beast of a document at about 800 pages filled with legal jargon, and with my limited knowledge of the law I honestly feel like the Clippers are trying to pull a fast one on me here. It's like I'm being punished for trying to have some sort of political involvement. This cannot be approved, please deny this application at all costs.

Sincerely

Agripin Cholico
10221 Yukon Ave #11
Inglewood Ca. 90303
(310) 251-8372

To the California OPR,

As a citizen of Inglewood, I ask you to please deny the Clippers' request to streamline their new arena in my city. While I have several issues with the project, including the lack of good jobs available to Inglewood, lack of information provided by the Clippers about the project, etc., my primary grief is with the traffic that will result from the new arena.

The Clippers say that there will be 3.3 million more car trips from this project. The detrimental effects on the environment aside, this will only jam up Inglewood traffic even more. I already spend hours per weekday sitting in traffic due to my commute, and this project is worsening a huge problem that needs to be solved. The Traffic Demand Management program seems like it will not be enough. The Clippers say they will try to make traffic better for their shuttles to the arena. That means traffic will be worse for myself and the residents of Inglewood, with buses clogging up the streets, blowing exhaust into our neighborhoods. Also, how is it possible that the Clippers say this project will have more trips via private car than the Staples Center?

The Clippers had a real opportunity here to be a leader and improve the transportation situation. With its experts and financial resources, I'm sure they could have come up with some innovative way to really reduce the impacts of the millions of cars that will come to their arena. Shame on them for ignoring our community and still have the nerve to ask for special treatment from the state.

My concerns for the traffic increase from this project are too much for me to sit idly by. You must reject AB 987 for project 2018021056 and examine this whole thing further.

Best,

3612 W. 102nd St #17
Inglewood, CA 90303
(424) 249-2404

To the office of Governor Newsom,

I am writing today to ask that you deny the AB 987 application, the proposal to expedite production for the new Clippers stadium in Inglewood, project 2018021056.

Honestly, when I first heard the Clippers possibly moving to Inglewood, I was enthusiastic. Despite my Lakers fandom, I thought it would be exciting to have an NBA arena close by. I've lived here a long time and thought about all the new jobs that would surely come with the project. This enthusiasm was short lived, however, when I learned that there won't be any new high skilled, well-paying jobs from the new stadium. Considering the scale of this undertaking, I even find it insulting that the able labor force of Inglewood is being shorted here. Where are the jobs for me and my neighbors? The permanent jobs that can support a family? The Clippers don't even seem to care that they are not generating what they promised. Instead of good jobs, we get hundreds of thousands more cars and tons of air pollution. No thanks. The Clippers are doing the bare minimum to try and check the box on the application that they are reducing traffic and pollution. They aren't. This isn't rocket science. There are lots of things they could do to improve local air quality – they just don't want to pay for those measures. I can't agree to open my community to such an organization, to be frank, certainly not at the hasty pace they are asking for here. I ask you to please deny their request.

Sincerely,

Renee Davis

3612 W. 102nd St, #7
Inglewood, CA 90303
(310) 981-6298

To whom it may concern,

I write to you today because I fear my community is being taken advantage of. Please deny the Clippers proposal, AB 987 Project 2018021056, to expedite their arena building process in Inglewood. Per California law, the new stadium was supposed to reduce GHG emissions in the area for the project and the surrounding neighborhoods. Not only has this not been outlined in the proposal, but the Clippers have failed to communicate to the community they hope to call home as to why they apparently don't plan to uphold these agreements. This bill's sponsors said that GHG reductions would be made by retrofitting Inglewood buildings for increased energy efficiency, improving bike lanes, zero emission buses, etc. We have seen no progress on this front. The Clippers also tout this "Traffic Demand Management Program," yet without any viable system of transit for this project, thousands and thousands of car trips are being concentrated around my neighborhood. So, we are getting huge increases in traffic and air pollution, the Clippers are not paying for any real local reductions, but they still want to fast-track their process. That is not consistent with the law and is unfair to my community. As of now, this project is a detriment to my city.

Why is it that the lower income communities of color are the ones that take all the environmental burdens and do not get the benefits? It's truly puzzling as to why an organization with a billionaire owner is trying to get away by doing the absolute minimum. If the Clippers want to build a good foundation with my community, they need to benefit the city with the promised, tangible improvements instead of this snake oil salesman stuff. I urge you to reject this application.

Thank you

Alexis Morales
342 W 102nd St #3
Inglewood CA 90303
4242236071

To The Governor's Office,

I have been reading up on #2018021056 – The Inglewood Basketball and Entertainment Center and I am not pleased. I do not want this project to be streamlined through CEQA because it doesn't adhere to the standards of AB 987 and the impacts to my community are grave.

The traffic that this stadium will bring to Inglewood is immense. The Clippers have said that there will be more than 3.3 million trips generated from this project, which was an increase from their original application in which they stated a number that was 300,000 trips less than the one posed now. Another 300k car trips may not be a lot for the Clippers, but it is for me and every other Inglewood resident who is going to have to deal with it day in and day out. People attending events will only have to deal with the traffic once in a while, but they will get a special bus lane. We will have to live with getting trapped by these additional cars all of the time.

This additional traffic will also bring horrible air pollution to our neighborhood. And the Clippers do not even bother to include real local reductions to air pollution. Why should a project like that get special treatment?

I ask you to really consider whether this new arena is the right move for this city. I have faith that you will make the right decision by your constituency.

Thanks so much,

Veronica Gonzales
1-310-703-8323
10225 Doty Ave, Inglewood CA
90303 Apt 3

To the Governor's office,

Please reject the Clippers proposal to build their new stadium in Inglewood quicker than expected. The Clippers are not operating with enough transparency to the citizens of the city for them to be granted this luxury.

There has not been enough information about the project provided to us nor to the state of California for this proposal to be approved. The math used in the transportation program cannot be duplicated and we can't figure out whether the construction numbers make sense. Why withhold this information? I read the application, as much as I could in the short amount of time given to read 800 pages before this is decided on. It states that there are going to be three structures now, not two.

It was not even shared with us that the plan was to make two structures. The people of Inglewood need to be informed here. Are these things going to emit exhaust into the homes a block or so away? How about all the dust and pollution that will be created right next to homes during construction. How will that be reduced? You cannot approve an application without the Clippers proving that the emissions will be reduced locally. Inglewood only wants a stadium if we are going to be benefitting from it, and I have no confidence that's the case right now. In fact, from what I can tell, we are going to be significantly hurt by it. Do not approve the proposal in AB 987, project 2018021056.

Best Regards,

Evelyn Ayala
3620 W. 102nd St #27
Inglewood, Ca. 90303
213) 259-6220

Dear Governor's Office of Planning and Research,

I am a citizen of Inglewood. I have lived here for a long time and care about my community. Because of this, I am asking you to reconsider streamlining Project 2018021056, which is the Inglewood Basketball and Entertainment Center for the Clippers.

I believe that the people in Inglewood have a right to know what is happening in their city. The Clippers have provided **very little** information as to the details of the arena. In the new application they said that there will be three parking structures instead of two parking structures, which I find interesting because I don't remember ever being informed that there will be two structures! Where will they even place these three parking structures?? We need this information to understand how the Clippers determined what the actual number of trips will be.

To make matters worse, how much exhaust from the thousands of cars that use those structures will be inhaled by the people who live right next door? I don't think that this is reasonable. Inglewood residents deserve better than this.

If the Clippers want their project streamlined, then they must provide more information. Right now, it cannot be determined whether this project meets the requirements of AB 987. I implore you to please not streamline this project until all information has been provided to show the project has met the requirements and the public has had sufficient time to review that information.

Thank you,

Brenda D. Arthur
3620 W. 102nd St Apt 53
Inglewood, CA 90303
(323) 252-8629

Hello,

I am writing this letter to express my disapproval towards streamlining #2018021056 – Inglewood Basketball and Entertainment Center.

I do not want this arena going up in my neighborhood. The Clippers and Ballmer do not care about me or my family. They also don't care about following our rules. I read that the Clippers sent over an 800-page document and the residents only had 14 days to review it. That is crazy! The Governor has a rule which says that 30 days should be allotted to review a new application. That document given by the Clippers was so long and had so many changes that it should just be treated as a new application. In fact I read that this "supplemental material" was actually more pages than their original application! I don't think that 14 days is reasonable. It is clear to me that the Clippers just want to skirt the rules. I can't skirt the rules. My friends can't skirt the rules. Steve Ballmer shouldn't be allowed to either. NOT fair!

And why would you streamline a project that is going to be harmful to the community. Millions of cars on the road. Traffic, air, and noise pollution. Low wage jobs. There is nothing special about this project that merits streamlining. You send the wrong message if you streamline this project – there should be real benefits to the community for a project to get special treatment. Otherwise, they should follow the same rules as everyone else. I really hope you reject streamlining the Inglewood Basketball and Entertainment Center.

Sincerely,

TIM GIBSON
(310) 317-1073
3612 W 102ND ST #10
Inglewood, CA 90303

Dear sir/madam,

I do not want the Governor's Office to streamline the Clippers application #2018021056 through CEQA.

I don't think that they have provided enough information to adhere to AB 987's strict guidelines. Which is crazy to think about as this project has been worked on for a very long time. I think that frankly, the Clipper's and Steve Ballmer must not care enough about our city to meet the standards and show it to us. If they did, the necessary information would have been released a long time ago. You can't tell from the application how they figured out the impacts and reductions. The residents of Inglewood deserve to know. The Clippers basically say to trust them, but nothing about their interactions with the community thus far has engendered trust and our health is too important to take a wait and see approach. It is simple – if they can't show it, then they shouldn't get the streamlining.

Please care about the city of Inglewood and its residents more than Steve Ballmer. Just because he is a billionaire doesn't mean he shouldn't need to provide basic information for his proposed project. It is ridiculous.

Thanks,

Cynthia Ruiz

3620 W 102nd St #25

Inglewood CA 90303

(714) 6054937

To Whom It May Concern,

I am very worried about the environmental effects of #2018021056 – The Inglewood Basketball and Entertainment Center. AB 987 requires projects to reduce greenhouse gas emissions for the local area. As far as I can tell, this project will do nothing to reduce GHG and other air pollutants or it may even *increase* GHG and air pollution in Inglewood.

A few local reduction measures listed in the bill are expanded public transit, zero emission buses, improved bike lanes, improving energy efficiency of pre-existing buildings. Zero of these reduction measures are happening in #2018021056. Also, this project is going to increase the number of car trips as compared to Staples. How is that in any way "green?" It isn't. I don't want more cars on our streets nor pollution in the air my kids and I breathe. Add in the football stadium that had no environmental review and we might as well be living next to smoke stacks. We already live downwind from the airport!

The Clippers are trying to do the bare minimum. Steve Ballmer is worth *a lot* of money. If he wanted to do more for the environment and the City of Inglewood, he would. There are plenty of meaningful "green" measures that he can implement in our neighborhood to offset the impacts from his arena. Please consider the environment and quality of life impacts that would arise from this project and do not allow it to be streamlined without those measures. It does not meet the specifications.

Sincerely,

Walter Citizen 3744 W. 102nd St. 310-961-9345

To Whom to May Concern:

I am greatly concerned about the status of the proposed Clippers arena in Inglewood and the possibility it would qualify for AB 987. I have been following this issue closely and was extremely disheartened to see that the Clippers submitted nearly 800 additional pages of analysis and that the state is only allowing 14 days to review.

800 pages is effectively a new project application (the original application was about 500 pages). How can 14 days possibly be enough time to conduct a comprehensive review? The Governor's own rules say that a new application gets 30 days to review.

This seems to be yet another example of the Clippers receiving special treatment and trying to get around the same rules that everyone else plays by.

Please consider extending the review timeline or putting a hold on this process all together. This is being done under the cloak of secrecy, out of public view with little to no accountability.

Sincerely,

Britny Alexander
3726 W. 102nd St. #13
Inglewood CA 90303
562-361-2013

To the Governor's Office,

I have lived in Inglewood for a long time. I have seen it get increasingly more crowded and polluted. I am against both of those things. The new Clippers stadium (2018021056) would add to both problems. I do not want it to be streamlined through CEQA.

This project is going to add millions more cars onto our already overcrowded streets. Have you ever driven in Inglewood during major events? It's crazy. Now can you imagine how much worse it's going to get if this new arena gets put in too? Don't forget the football stadium being built right now. I don't want to even imagine it. Not only are the additional cars a nuisance, but also a public health concern. I worry about my kids breathing in all of the extra pollutants this will bring to our city.

In order for a project to meet the requirements of AB 987, it needs to reduce greenhouse gas emissions locally. Bringing more cars to the streets doesn't do that. Also, I have read nothing about anything real and impactful that the Clippers are planning to do to help the environment and our community with this project. It is all for their own gain. Last time I checked, Steve Ballmer is a billionaire. He doesn't need any more help from the City of Inglewood. He can afford to do better by us. I demand that my government hold him responsible for his actions and proposals.

With respect,

Tonell Goss
3620 W 102nd St #48
Inglewood CA 90303
323-481-2367

Dear Governor's Office of Planning and Research,

I believe the City of Inglewood is in dire need of high wage and highly skilled jobs. Our residents deserve better than minimum wage.

2018021056 – Inglewood Basketball and Entertainment Center will not bring these high-quality jobs we are in such need of. Yes, the arena will bring new construction jobs. But I don't really count that because those are all temporary. Not something a resident of Inglewood could have to rely on. And the jobs during events are not enough to support a family.

This lack of jobs means that 2018021056 does not meet the requirements of AB 987. Because of this, please reject the application.

Sincerely,

Dhaval (Dev KANAK)
3620 W. 102ND ST
INGLEWOOD
CA, 90303
APT 46
626-267-4213

Hello,

I am a longtime resident of Inglewood and am writing because I am worried about the process by which the Clippers arena is being approved. This feels very fast and out of control. The Clippers took months to more than double the documents in their application, yet the community is getting only 14 days to review the additional materials.

The Clippers, under owner Steve Ballmer, seem to be doing everything they can to avoid discussion of the details of the arena project. We raised lots of questions and concerns. They had to correct information because they were wrong before.

They haven't even responded to requests for basic information, like why local greenhouse gas reductions are not being provided for Inglewood, why there are no highly skilled jobs generated from the project, and details about the traffic management and parking, which seems to be wildly inconsistent from document to document.

The Clippers seem frustrated that we are asking these important questions, but they can make this easier. They can do right by our community and provide the missing local transit to make their project work. They can provide real, local pollution reducing measures.

Our community deserves answers on environmental impacts, details about the plan, and why so few local benefits are included in this project. The last thing that our elected officials should be doing is fast tracking this project under AB 987 when so many questions remain.

Please consider these important issues!

Thank you,

Nicolas M. Garcia (garcia)
N. M Garcia
10313 Yukon Avenue
Inglewood, CA 90303
Phone # 310-349-6460

To the California Office of Planning and Research,

I live in Inglewood and am writing to share my concerns about the proposed Clippers stadium and AB 987. We still know very little about the proposed Clippers project in Inglewood. I have scoured media clips and public documents and still don't have basic details about the project – THREE parking structures located right next to residential homes? What are the environmental impacts of placing so much parking near where children and families live? Why aren't real local greenhouse gas reduction measures provided like the law requires? The Clippers instead rely on some flimsy efforts to reduce car trips. But the arena is going to have more car trips than Staples Center. That's an increase, not a reduction.

The residents of Inglewood deserve answers to these very important questions before this arena is approved, let alone fast-tracked by the state.

While Steve Ballmer and the Clippers stand to benefit financially by qualifying for AB 987, the residents of Inglewood stand to lose our health.

Please require them to show the facts before they get the benefits.

From,

IRMA ANDRADE
10309 YUKON AV.
INGLEWOOD CA 90303
tel. - 310-303-9912

Hello,

I am writing to you today concerning AB 987 (project number 2018021056) and ask that you reject the application for streamlining. The supplemental materials submitted this week regarding the arena project in Inglewood do not address many of the chief concerns me and many of my neighbors have with the project and that are needed for you to properly evaluate the application. The Clippers took months to submit hundreds of pages yet there is still no information about basic aspects of the project—like how tall the arena will be.

The supplemental materials do contain additional information about the number of parking structures, but still don't say how many parking spaces are going to be provided. I can't tell how the transportation program is supposed to work without knowing the number of parking spaces. I sincerely hoped that a document containing 800 pages of additional information would help me better understand the proposed arena project and how it meets the requirements for streamlining, but I feel more in the dark than ever. This entire process has been disjointed and lacked the proper transparency. It's not fair to keep a community in the dark about something that could have such a massive impact on Inglewood. The application does not show that this is a leadership project. As my math teacher always said – they need to show their work. You should not certify the project until they do.

Thank you

Maria Frison
3697 W. 104th St #5
Inglewood Ca. 90303
(310) 759-1188

Dear Governor Newsom,

I am writing to you today asking that you protect the people of Inglewood and reject the Clippers application to fast-track its arena. Inglewood gets nothing out of this deal and I am deeply concerned about the environmental and health impacts this project will have on the community. I assumed when I heard that the Clippers would be submitting more information about the project that they would include details on how they plan to control the amount of pollution in my community created by the arena, but that did not happen. Frankly the additional materials didn't say much of anything. The Clippers are arguing that this project won't have a negative effect on the environment, but I don't see how that is possible. There is no mention of making the changes or improvements within Inglewood that AB 987 required to offset the emissions generated by the new arena.

I implore you to make the Clippers prove that this arena will meet the environmental requirements that are critical to the wellness of my community and reject their application.

Thank you, #-57 310-665-9406
MD. S. ULLAH
3620 W/102 St

To whom it may concern from the Governors office,

The proposed arena in Inglewood (clearinghouse #2018021056) will have a huge impact on our community. Not only will it be the THIRD arena in the area adding to the already bad traffic and high air pollution, the Clippers have not produced any information about how they plan to protect the people that actually live in Inglewood.

They have not offered to expand our public transit systems, or to improve bike lanes or otherwise invest in the community to reduce local pollution in any substantial way. They do not seem to care that our day to day lives will be hugely impacted by a new arena. I do not want to have to move out of my home because I'm worried about pollution and the impacts it may have on my health and I do not want to be trapped by horrible traffic.

The Clippers do not care about Inglewood. They have made that incredibly clear through the vague information provided about the actual arena and unwillingness to commit to local GHG and air pollution reductions that AB 987 required. The Clippers make millions of dollars every game and Steve Ballmer is a billionaire. They could be investing in the community and they aren't. Please reject their application.

Pamela Woods
3420 W. 112th Apt 31
310 654-7217

Dear Office of Planning & Research,

A project of the size and potential impact of the proposed Clippers arena that is seeking to be streamlined should be carefully considered by the government with feedback from the surrounding community. There has been ZERO effort on the part of the Clippers to reach out to the community and provide clarity about the effects the arena would have on us. The application does not provide enough information to show it will meet the AB 987 requirements. This is BASIC information that should be readily available to the community before the project is certified.

I have been incredibly disappointed by this entire process and hope the application to fast-track this arena is rejected.

From,

Veronica Cabrera
3647 W 104 St Apt 3
Inglewood CA 90303

(310) 946-2236

To whom it may concern,

I have been following the proposed Clippers arena in Inglewood closely and I was shocked by the amount of new information submitted as supposedly supplemental material this week. There are hundreds of pages here about issues critical to Inglewood and the wellbeing of residents. 14 days is not enough time to look through all of this information. The Clippers took 5 months to put this information together. Why does the community only have 2 weeks to review it? What's the rush?

The law states that there should be 30 days of public comment after a new application is submitted—there is so much additional documentation here it's essentially an entirely new application! I work full time and cannot dedicate all of my time to reviewing this document.

I am writing today to ask you to either extend the public comment period to allow concerned parties to properly review this additional information or deny the application for streamlining.

Thank you.

Wanda Porter
3709 W. 104th St. Apt. 15
Inglewood Cal. 90301
310-462-7578

Hello.

I am a resident of Inglewood and I am frustrated by the Clippers application. They have promised us new high wage jobs required to get the streamlining but have not responded to how they plan on doing so. They already employ people at the Staples center—if they build an arena here those people will just come work at the new arena. I do not see any upside for Inglewood if this arena is built and I feel like the Clippers and billionaire Steve Ballmer are taking advantage of me and my neighbors.

No one should be able to get away with trying to build an arena in the dark, with no input from the community. And the arena should not be streamlined if it does not provide the required benefits, like the high wage jobs.

If I believed that a new arena would really bring high wage jobs for the people of Inglewood I might support the streamlining, but there is no clear plan that indicates that will actually happen. I am asking that you stop this injustice and not let the Clippers fast-track an arena that does nothing to help this community. We do not need or want it. We need better long-term jobs. This project doesn't provide them. You should reject their application. Thank you.

Sagar.

SAGAR K DAS
3620 W 102nd St. #49
Inglewood, CA - 90303
424-465-0792

Dear California OPR,

I am writing today to express my concerns about the new Clippers request to streamline the construction of their new arena, AB 987 project number 2018021056. I'll admit, sometimes it's difficult staying informed politically, but I make an active effort to create time to be informed when my community is affected. However, I do not possess super human reading abilities. I cannot comprehend how it is fair to give the citizens of Inglewood only 14 days to review about 800 pages of legal jargon that the applicant had months to prepare. The Governor's rules say that the minimum time period given to review an application like this is 30 days. From what I was able to gather, my problems with this process extend beyond this violation.

When news of this application to streamline the new arena reached Inglewood, so did promises of new jobs that would benefit the community. The project is required to create good, high skilled jobs that pay a good wage. As far as I can tell, the Clippers have not complied with this. In the hundreds of pages submitted, there have been no jobs of the sort promised. The jobs required to operate and maintain the arena are not new and are not high paying. Selling cotton candy and bobbleheads doesn't send Inglewood kids to college. I need a guarantee that the citizens of Inglewood will get the good paying jobs they are promised, until then I cannot support this new arena and I absolutely am opposed to any sort of expediting this project because it fails to meet the standards. There are too many red flags about this whole process and the Clippers don't seem to even be trying to make sure they meet the law. I ask you to reject this proposal.

Sincerely,

Ronald Ross
323-481-2367
3620 W 102nd #48
Inglewood Ca 90303

To whom it may concern at the Governor's Office,

I recently learned of the new AB 987 information, project number 2018021056, and had to write immediately. Environmentally, the people pushing this bill through are disregarding the welfare of Inglewood. By law, a project like this is required to provide reduction of local greenhouse gas emissions. We were promised several green upgrades to our city to compensate for the enormous increase of car trips (an increase from the number of trips while the team was at Staples Center, I might add) and pollution we will see from this project. Where are the zero emission buses? The improved bike lanes? You tell me.

If this arena is being built in our city, then it should benefit the community. I really do not want an organization who makes empty promises and disregards the health of my community to be able to act as they please, particularly at my expense, and get special treatment on top of it. It especially stings that someone like Ballmer and the Clippers are trying to take the easy way out here. I would imagine they have no shortage of cash. There's a list of measures they could take to minimize the impact on our community. It seems that they just don't want to pay for it. So, our poor community has to suffer the consequences while they reap all the benefits. Deny this application by the Clippers to speed up the process of their arena's construction, please.

Thank you,

Billy Finch

3020 W 102nd St #48
Inglewood CA 90303

Dear California Office of Planning and Research

I write to you today as a truly concerned citizen, worried for the welfare of my community and the city of Inglewood. I love basketball, but upon doing just a minimal amount of research regarding the potential streamlining of the new Clippers stadium in AB 987 (project 2018021056) my enthusiasm completely vanished.

Traffic is bad enough as it is. This project would only amplify one of the city's most pervasive issues. I wince thinking about 3.3 million new trips that will result from this project and the pollution that comes with them. And the plan for some supposed 15% reduction to that figure makes no sense. Having a bunch of Uber drivers coming and going through our neighborhood is not an improvement. And, bussing people from train stations does not sound like traffic reduction to me, unless Mr. Ballmer plans to unveil some new flying bus technology.

The Clippers suggest that I can count on the city to meet traffic reduction goals. Really? The same city that clearly is attempting to hastily get this arena built without disclosure to or input from its citizens? The city that the District Attorney found violated California's open meeting laws when it approved the negotiating agreement with the Clippers? The city that sells illegal bonds?

The Clippers organization had months to document how the arena meets the standards of 987. Instead of meeting their obligations, they added a bunch of meaningless paper to the file. I urge you, for the sake of my community, to deny this application.

Best, Saulo E. Chan

10218 Doty Ave. Inglewood

(424) 646-0982

Estimada Oficina de Planificación e Investigación de California,
El documento de casi 800 páginas que los Clippers presentaron esta semana no hace nada para demostrar que el proyecto de arena cumple con la AB 987. Espero que lea esta carta y escuche mis preocupaciones sobre este proyecto; sé que son sentimientos compartidos por mis vecinos y amigos.

Todo este proceso ha sido irrespetuoso para mí y para mi comunidad. No ha habido transparencia, ni compromiso con nuestra comunidad, ni información clara sobre cómo los Clippers planean mitigar los aumentos en el tráfico y la contaminación que vienen con una arena, o un compromiso claro para generar nuevos empleos con salarios altos para los residentes de Inglewood. El plan de transporte no tiene sentido. No hay forma de que puedan agregar todos esos autos, Ubers y autobuses de enlace y no tener todas las calles cerradas. Quedaremos atrapados y tendremos que absorber toda la contaminación de los coches que están al ralentí. En lugar de reducir la contaminación, como requiere AB 987, van a agregar toneladas más.

No somos Beverly Hills, pero eso no significa que merecemos menos respeto, y este proceso ha sido profundamente irrespetuoso.

Pedimos respuestas y este documento suplementario innecesariamente largo nos dio básicamente cero. Los Clippers no respondieron a las preguntas sobre las emisiones locales de gases de efecto invernadero y la creación de empleos con salarios altos en Inglewood. No puede aprobar la solicitud si no muestra que la arena cumplirá con los estándares. Por favor, rechace esta aplicación para racionalizar la arena.

Molesta Bruto

10225 Yukon AVE Apt H3
Inglewood CA Cal 90303

(424) 223-37-35

To Whom It May Concern:

I am writing this letter because I do not want #2018021056 – The Inglewood Basketball and Entertainment Center to be approved. It will greatly affect my quality of life as a resident of Inglewood.

Every morning and every night I need to fight Inglewood traffic just to get to and from work. The traffic has only gotten worse as time goes on, and with a new NFL stadium AND a basketball arena, it will become unbearable.

Most of the people who will be driving to the arena won't even be from Inglewood. They will be driving into Inglewood from their own towns for events, leaving us with no choice but to deal with the traffic all the time. We don't have a say in the matter.

I was open to supporting the arena if I saw a real plan to deal with traffic. There is not one. Clearly, the Clippers only care about getting their arena built and are not considering the impacts on the people who live here.

Please reject this project application.

Sincerely,

Maria Aguirada
3702 W 104th St
Inglewood
CA 90303
323.384.1795

To whom it may concern:

I am writing to express my dismay at the Clippers application for an arena in Inglewood (project # 20180210S6). As a longtime resident of Inglewood, I had hoped that a project of this size and scale would bring a host of benefits to our community. Sadly, this is not the case.

Most upsetting is the fact that no meaningful greenhouse gas reductions are provided in the plan. AB 987 requires that the project reduce the emissions in our local community, yet the Clippers are moving forward without any real reductions that we were promised, such as bike lanes, energy-efficient buildings, and zero emission buses. Why do the Clippers think that our community doesn't deserve clean air?

The Inglewood community lives with more pollution than most in Southern California. We are directly in the flight path to LAX and have been enduring major construction from a new football stadium. It is shocking to me that Steve Ballmer thinks he can get away with profiting off our City while showing complete disregard for the health of our residents, including vulnerable children and seniors. Don't let him do it.

Please reject this application.

Sincerely,

Georgia Steward 1323 338 5376
3911 West 104 Street Inglewood
~~90302~~ CA
90303

Hello,

I live in Inglewood and am asking you to reject the application associated with project number 2018021056. This project does NOT benefit the people who live in Inglewood, it will only cause significant negative impacts on our community.

Our community may be willing to endure years of construction, increased traffic, pollution and noise if the project would lift our community and provide real economic benefits. Unfortunately, there are no jobs that pay a living wage associated with this project. In fact, the Clippers say they are simply moving jobs from the Staples Center to Inglewood. The people who live here will have no new economic opportunities.

It's unacceptable to force all the negative impacts on the community without making any effort to provide us with good-paying jobs. Like most of Los Angeles, our city is experiencing rent hikes and an infusion of jobs with a livable wage would really help. Clearly, the Clippers are not interested in benefitting the local community.

Please reject this application today!

Thank you,

Anaya Williams 562-677-6291
3911 W 104th St Apt 43
Inglewood CA 90303

To Whom It May Concern,

I am writing to ask you to stop the Clippers arena project (clearinghouse # 2018021056) immediately. The application as submitted must be rejected.

I have lived in Inglewood for many years and have witnessed a lot of changes over the years. Sadly, some changes have been at the expense of the people who live here, and the proposed Clippers arena certainly falls into that category.

AB 987 recognizes that for a project to qualify for streamlining, the project must reduce greenhouse gas emissions in the local community around the project. The Clippers' arena does virtually nothing to reduce emissions. In fact, the project as outlined in the application will create harmful levels of pollution in Inglewood. The Clippers were supposed to expand public transit, add clean air buses and create new bike lanes to offset the project's emissions. Why is none of this happening? Why doesn't Steve Ballmer and his team care about the health and wellbeing of our residents?

Promises keep being made, but when it is time to deliver the benefits are not there. They are empty promises.

The Clippers are trying to come into our community and take advantage of us. Please recognize that the health of Inglewood residents is important and that our input matters. Please reject this application!

Thank you,

Nicole Fletcher
3911 West 104th st. #8
Inglewood, Ca. 90303
(213) 858-8785

To The Governor's Office,

I am writing to share my concerns with the proposed Clippers stadium in Inglewood and the possibility of the project qualifying for AB 987.

First, the Clippers admitted that their original application was full of mistakes. That is highly concerning. The fact that they are still tinkering with their application – while asking the state to fast-track it - shows me that they must not care too much about the negative impacts their stadium will have on Inglewood residents. We deserve better.

The Clippers want us to trust that they will meet the requirements in the future but don't want anyone to take a close look now. That's not how this is supposed to work.

Also, their TDM program has major flaws. For one, busing in thousands of people from train stations will not work. It will still increase traffic and cause harmful environmental impacts. Two, bringing in buses will not stop people from getting to the stadium with their own cars. Many of the ticket holders will be more affluent and not want to take buses. Others will find driving their car in more convenient. The Clippers have estimated that this project will bring in 3.3 million new car trips. That is way too many on our already overcrowded streets and that is too much pollution for my community to tolerate.

Please reject this application.

Thank you,

Norberto Arabolaza
3705 W. 104th St.
Inglewood, Ca 90303

To the California Office of Planning and Research,

Please reject the proposed arena in Inglewood (clearing house number 2018021056). I live in Inglewood and on behalf of myself and my neighbors, we have serious concerns about the effects this project will have on our community – specifically when it comes to traffic.

The proposed traffic demand management program is confusing and concerning. After admitting there were several mistakes in their original application, the Clippers are now saying the project will generate more than 3.3 million trips – a big increase from what we were originally told.

Frankly, I cannot begin to imagine the effect of 3.3 million new trips on our already crowded, congested streets. Inglewood is home to many events and will soon have a brand-new NFL stadium hosting TWO teams. The Clippers arena is way too much for our community and their unwillingness to provide real solutions to minimize car trips will devastate our community.

Their solution seems to be busing people from the train station. Does anyone think that will work, really? Make them invest in real traffic reduction measures.

I don't trust the city of Inglewood to advocate for its citizens and make this right.

Please protect our community and reject the Clippers' application!

Sincerely,

Linares Carmen

3911 W 104 St

Inglewood C. Hap #39

310-906-7385

To the Governor's Office,

I am very concerned about the traffic implications of #2018021056 – The Inglewood Basketball and Entertainment Center.

I love living in Inglewood; however, I have been getting more and more frustrated with the increases in traffic I have seen in recent years. I don't want to see any more developments that could lead to an even greater increase, especially when the aforementioned project benefits only out-of-towners, without the project providing real fixes to our transportation system. What is the benefit to us locals with this new stadium? We will suffer through millions of more cars on our streets, with nothing to show for it.

Please prioritize Inglewood residents and reject the project.

Thank you,

Luis Martinez
323-210-2904
3911 W 104th APT #2

Hello,

I am requesting that you reject project #2018021056. I have lived in Inglewood for a long time, so I am hoping my opinion and perspective is considered. I have witnessed many family members and friends struggle to find living wage jobs in our city, especially amid increasing rents. It is a shame.

I would be all for a project that brings great new jobs to Inglewood. However, #2018021056 will not do that. It will only bring temporary construction jobs and maybe part time jobs selling concessions or something similar. All the well-paid jobs won't need new people because they will just bring the same people over from the Staples center. There is nothing in it for Inglewood. It seems like the Clippers benefit while we just allow them to leech off us.

Please deny the application.

Thanks for your time,

Marilyn Hunt
3911 W. 104st Apt 21
213 984. 8338

Dear Governor Newsom,

AB 987 lays out strict requirements for qualification. The Clippers' application for an arena in Inglewood (project # 2018021056) clearly does not meet the standards in that law, and the project application still leaves many remaining questions. We just received hundreds of additional pages of materials and were only given 14 days to review. We need more time to process all this information!

From what we DO know, the Clippers arena will devastate the local community.

Our community has not been told basic project details, such as how tall the arena and parking structures will be. How close they will be to our homes. And despite being required to do so in AB 987, the project has NO local greenhouse gas reductions, causing an enormous increase in pollution in our community! The project also is estimated to add 3.3 million new car trips to our streets. That's 3.3 MILLION!

All of those impacts and no new high wage jobs.

The project clearly doesn't meet the standards of the bill. Our community cannot absorb all of these impacts, especially without tangible benefits to INGLEWOOD. It's offensive that the Clippers think they can get away with a project that is clearly so harmful to the residents of Inglewood.

I am respectfully asking that you reject the project application.

Thank you,

Lisa White
9311 W 104th #27
Inglewood, Ca. 90303
310-304-4521

Hello sir/madam,

I live in Inglewood and care greatly about the wellbeing and livelihood of the city and its residents. I don't want to see the pollution in our city increase more than it already has in recent years, which is exactly what will happen if #2018021056 – The Inglewood Basketball and Entertainment Center– is allowed. That project will generate tons of pollution from cars and construction. It has already been said that this project will have more car trips than Staples! This is not a green project.

AB 987 requires that the project reduces greenhouse gas emissions in the local area. The people involved in this bill promised things like better public transit and bike lanes, etc. That is not happening. The Clippers and Steve Ballmer only want to do the minimal amount to get their project approved. Our city shouldn't put up with that. They should care and want to help our residents.

I respectfully ask you to reject their application.

Thank you,

Ilcia. Vera
3911 w 104 St Apt 20
Inglewood CA 90303
ilc09@hotmail.com.

To Whom It May Concern,

I hope you reject #2018021056 – The Inglewood Basketball and Entertainment Center. It is not good for our community or health.

AB 987 was supposed to streamline projects that benefit the local community. This new stadium in no way benefits Inglewood residents. One of the qualifications of AB 987 is that the project reduces greenhouse gas emissions in our city. This project is not going to do that. In fact, it will do the opposite by bringing in thousands of extra cars which spew massive amounts of pollution.

Inglewood already has enough pollution. I am sure none of us want to be breathing in more. Unacceptable! There is no excuse for this project not finding ways to be "greener." There are lots of great things they could do. They just don't seem to want to pay for them. Shame on them.

If you care about the health of Inglewood, you will reject #2018021056.

Thank you,

Alberto Calderon (424) 244 4566
3709 W 104 St apt #11 Inglewood CA 90303

To whom it may concern:

For the amount of money in basketball, the Clippers are being incredibly frugal with their investment in Inglewood. I am writing to you today asking that you reject the application with clearinghouse number 2018021056 because of how much worse the development would make life for Inglewood residents. This proposed arena will increase traffic and pollution and deeply impact our community. The Clippers know this, yet their willingness to help mitigate these impacts is nonexistent. There will be MORE car trips for Clippers games with this new arena compared to Staples center, yet there has been basically no information provided about how they are going to reduce emissions in Inglewood.

Not only is reducing local emissions important for the general health of people here, these reductions also provide jobs and other benefits for the Inglewood community. Without these programs in place Inglewood only stands to be negatively impacted by this arena.

Please reject the application.

Thank you.

Rosa Perez
10302 Doty Av. # 15
Inglewood CA. 90303
424-223-3189

Dear Office of the Governor—

I cannot pretend to be an expert in any of the following areas, but I am a community resident who cares about Inglewood and believes **strongly** that a new basketball arena would be bad for this community.

I have tried to go through the hundreds and hundreds of pages of new application materials in the short time provided. We need more time. From what I have reviewed, all these pages don't seem to answer our concerns.

As I understand it, when something is built in a community it is the responsibility of the builders (and the government) to make sure the community doesn't suffer. Based on the Clippers' application, the community would suffer. I thought the Clippers had promised to make greenhouse gas reductions in Inglewood by expanding public transit and bringing in zero emissions buses, but I do not see plans for any of this in the application.

The Clippers have not shown that they are a friend to the residents of Inglewood. They are clearly more interested in bulldozing a community and having a shiny new arena for their fans than protecting the health of our residents.

Please reject the application.

Thank you.

Maria Rocha
MARIA ROCHA
3736 W 104TH ST
INGLEWOOD CA 90303

Dear sir/madam,

I understand that the new Clippers stadium (project # 2018021056) is being considered for AB 987. I don't believe there is enough information for this project to be considered for this process. Therefore, I am asking you to please not allow this to go through.

AB 987 set some stringent requirements that companies are supposed to follow with their projects. The Clippers are not following these requirements. The citizens of Inglewood deserve to have more information. What is their full development plan? Why aren't they doing more to mitigate local greenhouse gas impacts? My family and I live near the proposed stadium. This stadium would affect my daily life. The government shouldn't get on board with this plan until it knows that the Clippers will actually meet the stringent requirements and how. The government is supposed to work for us. I want to see that happening starting now.

Please reject this application.

Thank you,

Marco Barrera
(310) 420 5825

3709 W 104 th St Apt # 8
Inglewood CA 90303

To Whom It May Concern,

I was very upset when I learned details about the proposed Clippers arena in Inglewood and its application under AB 987. I am writing this letter in order to do my part in making sure this application is denied.

The new Clippers stadium will not be good for the health and safety of local Inglewood residents. AB 987 requires that a project reduce **local** greenhouse gas emissions. That is not what is happening here – in fact, the opposite seems to be true. This project is going to bring so many more cars into our city, bringing along the fumes and air pollution that comes with it. Without measures to reduce these pollutants, I am very worried about the health of our residents, especially vulnerable children and seniors.

Steve Ballmer and his team are trying to push this through without community input or concern for our wellbeing. Also, Ballmer has tons of money. I think he should be doing way more for the community of Inglewood. Where are the expanded public transit and improved bike lanes that were emphasized by the lawmakers of AB 987? The Clippers' application under AB 987 should be rejected immediately.

Sincerely,

Stephanie Vela
3709 W 104 St
Inglewood 90303
(310)591-0584

To the State of California Office of Planning and Research,

I am writing today to request that you reject the AB987 application by the Clippers' organization to build their new arena (Project 2018021056) in Inglewood. Considering the medley of issues facing the city of Inglewood at the moment, environmental included, I think the last thing we should be doing is rushing along a project that lacks transparency and accountability for the environmental impact it will surely have. The Clippers promised a number of green upgrades to our community. Where are they? We haven't heard of or seen any sign of the promised new bike lanes, upgraded energy efficiency of certain buildings, nor the zero emissions buses.

Instead of delivering what was promised, we are being taken advantage of by a billionaire trying to cut corners.

The Clippers have not shown our community enough respect here. They shouldn't profit off the people of Inglewood's expense. I urge you to reject this project.

Thank you,

Jonathan Barber
10212 Doty Ave S Apt #2
Inglewood CA
760-596-2973

Dear Sir or Madam,

I sincerely hope this reaches someone in Sacramento, for the sake of myself, my neighbors, and the city of Inglewood. My growing concerns about the negative impacts of the new arena for the Los Angeles Clippers have become reality.

I ask you to deny their application for a new arena under AB987. While I have many concerns, the majority regard the environmental impact of the project (project 2018021056). This project adds millions of car trips onto our streets, which will spew massive amounts of pollution, harming our quality of life. The Clippers were supposed to make this a "green" project, yet the number of car trips are even MORE than are currently generated at the Staples Center. Additionally, we were promised a number of green upgrades to the city to offset these car trips, like retrofitting buildings to increase energy efficiency. The Clippers have done nothing of the sort and it doesn't seem to even be on their radar. Moving forward with this project would be injecting our community with harmful pollution. Please reject the application.

Best,

NURA OMER
10208 DOTY AVE
INGLEWOOD, CA 90303
(408)991-4616

Dear California OPR,

I beg of you, reject the Clippers' application under AB 987. The Clippers should *not* be able to expedite their new arena, given their attitude to how it will affect my community.

The Clippers have said there will be a massive spike in traffic resulting from this project, over 3 million trips to be exact. Additionally, the city of Inglewood and the organization have repeatedly said they are not close to providing any sort of feasible traffic mitigations. Then why are we trying to do this thing quicker? It makes no sense frankly. The traffic is horrendous as it is.

They say they will try to counteract this traffic by bussing people from train stations to work on the new stadium. More buses on the streets will *increase* traffic and I guarantee you most people will still opt to drive in their cars rather than take a bus.

The Clippers also say that the project will have more private car trips than at the Staples Center. How on Earth is this ok?

Time after time I have been disappointed with the details of this project. I am greatly concerned for the welfare of my community. Please reject this project application immediately.

Sincerely,

MARIA E Olalde
Jaw E Olalde
10224 Dory Ave
Inglewood CA 90303
(310) 908-0190 (cell)

To the Governor's Office,

I am reaching out in regard to the proposed Clippers Arena in Inglewood (clearinghouse number 2018021056). I strongly believe this project application should be denied on multiple grounds, but my main concern is the negative environmental impact this arena will have on the city of Inglewood. A new arena will bring a huge amount of new construction, foot and car traffic and general pollutants. These are things that accompany any large development and in California are usually mitigated to a certain extent, but somehow, the Clippers are proposing no local greenhouse gas mitigations that would keep the residents of Inglewood safe and healthy.

An arena in a residential area has a huge impact. I do not want to see my neighborhood harmed by this arena. Clearly, they are not concerned for the actual residents of Inglewood and believe they can skate by with the bare minimum. Please reject this application and take a stand for the health and wellbeing of the Inglewood community.

Thank you. Elsa Estrada

Elsa Estrada
424-251-1471
10302 Doty Ave. #1 Inglewood Ca. 90303

To whom it many concern,

The traffic in Inglewood is already horrible – if the new Clippers arena is approved the residents here will have enormous trouble accessing their own homes on game nights. This is unacceptable and the Clippers plan to deal with the increase in traffic is frankly a joke. Even for someone who does not have an extensive knowledge of city planning or traffic mitigation techniques, it is CLEAR that the plan to deal with the 3.3 MILLLION trips that will result from the project is not enough to protect residents.

The Clippers themselves admit that the new arena is far from any public transit, and I do not believe busing people in will do much to ease the gridlock—there will still be large buses on the road. Not to mention what this massive increase in traffic will do to our lungs. An added 3.3 million trips means 3.3 million more tailpipes in Inglewood polluting the air we breathe. There are children and elderly people that will feel the impact of this additional activity almost immediately. I ask you to PLEASE reject the Clippers application (number 2018021056). It's not like they are proposing new affordable housing developments or a hospital – it's a BASKETBALL arena. We do not want it or need it and it will hurt our community.

Thank you for your time.

Alexander Rabanales
Leslie Ramirez
(424) 210-0918

10302 Doty Ave
Inglewood, CA

Hello.

I am appalled by the Clippers proposed plan for a new arena in Inglewood and hope that you will reject their application. The new arena will bring over three million car trips into Inglewood. I cannot even begin to imagine what numbers like this will do to the already horrible traffic we have here.

I also don't understand why anyone thinks it's a good idea to build a GIANT ARENA so far from any public transit and right next to homes.

Inglewood already suffers from far more pollution than most places. The Clippers appear to have no intention of providing local greenhouse gas mitigations to protect Inglewood residents.

This project is detrimental to local residents of Inglewood. I ask that you reject this application.

Thanks.

Lilia E.

Lilia Estrada.

10302 Doty ave
Apt. 22

(347)932-0472

To the Office of Governor Newsom,

I am reaching out to share my concerns regarding project 2018021056, the Clippers' new stadium, and more specifically their request to expedite construction in my city, Inglewood, via AB 987. I object to this application on the grounds that the Clippers have displayed a shocking lack of transparency regarding the community's concerns with the project. Considering that the Clippers expect to call Inglewood home for years to come, this is especially concerning.

There has been zero response to the critique from the community that there will be no new high-quality jobs provided to Inglewood citizens. By law, this project is required to do so, and ensure such jobs pay a living wage, and that such jobs are permanent. However, it appears that the organization is just moving concession stand jobs and things of that nature from the Staples Center to Inglewood. This is not what we were promised. I have a hard time welcoming the Clippers to Inglewood if this is the kind of relationship they plan to have with their neighbors. A higher level of respect and communication is needed for such a project to move forward. You would be doing your constituents a great disservice if you approve the application. Please deny it.

Sincerely, Raul Z

RAUL ZAVALA
10311 Doty Ave -
Inglewood CA 90303
424 2226863

To whom it may concern,

I write to you today to ask that you please reject the Clippers' project 2018021056. I simply cannot welcome an organization into my neighborhood that cannot deliver on their promises. To start, the agreement for them to build their stadium here was contingent on bringing a number of high-quality jobs to Inglewood citizens. It seems like instead, they are just giving us a chance to park cars and sell cotton candy.

Second, the Clippers promised a number of green upgrades to our city, such as zero emissions buses. Again, nothing on that front. I fear that my city is being conned by a billion-dollar organization. You must reject the bill.

Thank you,

Josi L. Gonzalez
3753 W. 104 ST
310 357-3934

I grew up in Inglewood. I really care about the city and my neighbors. I am writing today to let you know that I oppose the proposed Clippers arena and ask you to reject its AB 987 application.

I have many concerns about the lack of transparency throughout the entire review process so far. Despite our efforts to learn about basic project details, the community in Inglewood is still completely in the dark about the plan for parking spaces, mitigations for large amounts of pollution caused by the project, and how the Clippers plan to generate high-quality jobs.

Now we have to review hundreds of additional pages of information in 14 days. The Clippers had months to submit that information. Why do we have just 14 days to review it? From what I can tell from a speed-read, there is still not enough information on the project and no real local environmental measures that will work.

It is confounding to me that the state would give this project special treatment while so many questions remain. From what little we do know, this project would devastate the health of the community in Inglewood.

I respectfully request that you deny the application.

Thanks so much,

LAURA LOPEZ
3627 W. 104th St #28
INGLEWOOD, CA. 90303
(424) 219-6791
laura_lopez.

I live close to the proposed site, and I am extremely worried about how this project will impact myself and my neighbors. From my understanding, the Clippers have not provided enough information, including very important details. Our city is already congested with traffic, and it would truly be a bigger nightmare for our streets to be flooded with even more cars attending events at the arena. How many parking spots are being provided for the arena? We still don't know.

The Clippers say there will be about 3.3 million estimated new car trips that will result from this project. Again, where will they all park? I can't even imagine the effect this will have on our air quality and on our traffic. How close will the cars and their exhaust be to our homes? How close will the parking construction be to our homes? How much dust will come on to our properties? How can you approve the fast-tracking if you don't know that information?

More information, more caution, and more respect to my community in the form of transparency by the organization is needed for this project to move forward. It should be halted, not expedited. Please reject the application for AB 987 project 2018021056.

Thank you,

Tiffani Jones
3627 W 104th #41
Inglewood, CA 90303
323-613-1494

Hello,

I am a resident of Inglewood and will be greatly impacted by the proposed Clippers stadium, which is being considered for AB 987 (project number 2018021056). I care deeply about the health of our community and have grave concerns about this project - and the process.

From what little we know so far, the stadium will wreak havoc on the local environment. Yet, the Clippers have been unwilling to provide mitigations to decrease GHG emissions in our community. This is despite the fact that AB 987 – the state bill they are seeking to qualify for – specifically calls for local GHG reductions. Clearly, the Clippers don't care about Inglewood. They care about fast-tracking their arena as cheaply for them as possible no matter the costs to Inglewood families.

Please do the right thing and reject this application.

Sincerely,

Emilia Orozco

Emilia Orozco

3664 W 104 St
Inglewood CA
90303

I am a resident of Inglewood, CA and I am asking that you deny the Clippers application for AB 987 Project 2018021056.

Steve Ballmer is worth billions of dollars. He has the resources to really help our community and environment if he wanted to. Unfortunately, it is clear he doesn't care about us, the air we breathe, or the environment we live in. It is a real shame. He just wants to do as little as possible to squeak by. He is not adding any local reduction measures emphasized by lawmakers involved in AB 987 like improving energy efficiency in existing buildings or expanding public transit. They haven't even investigated those measures.

I don't want this project to receive any special benefits. Many other people I know don't want it to either. Please do the right thing and reject the application immediately and send a message that no one is above the law.

Respectfully,

Carlos Lanas
Carlos Lanas
213-2605077

3668 W 104th St
Inglewood CA 90303

I am writing to express my opposition to the proposed Clippers stadium, which is being considered for AB 987 (project 2018021056). This is a grossly inappropriate process for a project with clear negative environmental impacts and so few public benefits.

Projects under AB 987 are supposed to reduce greenhouse gas emissions locally. This project doesn't do that. It will increase greenhouse gas emissions because of all the additional car trips going in and out of our city, with no real mitigations to speak of. The people who will come to the stadium get to leave after the game ends. Those of us who live here don't. We have no choice but to stick around and inhale the exhaust fumes all the cars have left for us in our backyard. It is not fair. It will harm our kids and our quality of life!

Inglewood already experiences excessive pollution by being directly in the flight path to LAX. It is unfair to our community to force even more pollution on us, with no real benefits.

Please reject the application.

Sincerely,

Carlos Calero

3709 104th St

Inglewood CA Apt #16

90303

323 826 0615

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

Gov. Newsom--

I am a resident of Inglewood and I oppose project number 2018021056 and think it should be denied a request to streamline. I have family members and friends with asthma and other health conditions related to pollution and smog. I do not want them to get worse and with the 3.3 million additional car trips that will occur in Inglewood as a result of the new arena, I know they would.

I read the Clippers application and there was no mention of actual programs they would put in place to mitigate these issues in Inglewood. The only thing they propose is a plan to encourage people to take the train, but that won't work when driving is so much more convenient and cheaper.

Aside from the health concerns, the traffic will be incredibly severe on game nights or nights when there are events going on at multiple arenas.

Please deny their request to expedite their project approval.

Thanks.

Socorro Perez
424 240 1879
10225 Doty Ave Apt 5
Inglewood CA 90303
teresa perez
Olivia Perez
Grecia zamora
Oscar garcia

Dear Governor's Office,

I will be greatly impacted by the proposed Clippers stadium, which is being considered for AB 987 streamlining (project number 2018021056) and hope you will consider my concerns before approving the Clippers request. I am no expert in city policy, but it was extremely clear to even me after reading the Clippers proposal that in reality their solutions make no sense. They are required to establish a program to improve traffic, but their program is very weak and not realistic. The traffic in Inglewood is already bad, especially on nights when there are major events. I can't even imagine how bad the traffic will be when the football stadium opens. The Clippers "plan" to bus people in from train stations is silly at best!

With all of these extra cars on the road there will also be more smog and pollution which will cause long term harm to residents here. I did not see any meaningful attempts in the Clippers application to address these issues, and on these grounds, you should deny their request to streamline.

Thank you for hearing my opinion.

3102701058

Dear sir/madam

Temperatures are getting warmer, fires are getting worse, sea levels are rising, and natural habitat is getting destroyed. This is because of global warming that is happening as a result of carbon and other greenhouse gases being released into our atmosphere. Therefore, it is very important that a large new project like a new professional sports arena do everything possible to limit these harmful emissions.

Fortunately it is possible to address these emissions and also help our community, our neighborhoods and our economy. For example, the arena plan could include solar roofs installed on nearby homes and apartments by local solar installers or electric buses in place of the diesel powered buses that currently clog our streets.

Sadly, the Clippers plan does almost nothing. What a wasted opportunity. Please go back to the Clippers and ask them to help the planet and invest in Inglewood!!

Regards, Manuel Pech

10306 DOTY AVE APT 4
INGLEWOOD CA 90303

310 6587031

Dear State of California--

Our city, state and country are in a perilous environmental state. I do not understand how it is acceptable to build an arena that will create substantially more car trips compared to the current levels. Many cars head to Staples Center for Clippers games, but people can also take the train, bus, or walk. The new Clippers arena will INCREASE the total number of car trips to Clippers games, primarily because the new arena is so far away from any real public transit.

Plus, there are no vulnerable residential neighborhoods next to Staples Center that will get overwhelmed with people, cars, noise, exhaust, construction, glaring lights, etc. etc.

This new arena is not necessary. Why do we need 3 big venues so close together? This is just a scheme for a sports team owner to get rich from being here while giving back as little as he possibly can.

Adding insult to injury there have been NO attempts to invest in the local community to reduce emissions in Inglewood. Nowhere in the Clippers application do they present a legitimate plan for mitigating these emissions as is required by LAW.

Reject this application for project 2018021056 for the good of the environment and the people of Inglewood.

Please do the right thing.

Thank you.

Pedro Cano
70327 Doty Ave Ca 90303
424 702 6282

Pedro Cano

Dear Governor,

I am writing to you today asking that you deny the Clippers request to streamline their project – I am referring to project number 2018021056. I believe this project is a threat to the community and the environment.

We were promised things like more bike lanes, solar panels on local buildings and energy retrofits. To my knowledge none of these things are planned.

This will be a very lucrative and profitable project— but for the Clippers owner, not for us. We will be left holding the bag. The Clippers should be held to the promises they made regarding local greenhouse gas emissions. Until they commit to such reductions and propose a reasonable plan to execute, their application should be denied.

Thank you.

Osvaldo Vasquez

10225 Dorf Ave Apt 2

(424) 5799741

Osvaldo Vasquez

To whom it may concern,

I am writing because I strongly believe that the proposed Clippers stadium in Inglewood should not qualify for streamlining based on AB 987. The project as outlined in the application fails to meet even the basic requirements set out by the law and many of the "solutions" proposed by the Clippers are nonsensical.

The traffic program that is described makes no sense and will place a giant burden on the community. There is absolutely no public transit that will serve patrons of the proposed arena, and the idea that they will be "bussed in" is ridiculous. A bus is still a vehicle on the road contributing to traffic, and who knows if people will even use them.

Without a reasonable transit plan in place the Clippers have no hope of meeting the transportation and emissions requirements in the law. With all of that traffic and the Clippers' complete refusal to invest in local GHG programs, pollution will skyrocket, and the local community will face the consequences.

Deny the Clippers' request for the good of our community.

Thank you.

Carmina Lama
424-391-5830

Carmina Zizama
424-391-5836
10302 Doty Ave Apt#2

A quien le interese,

Me sorprende pensar que la solicitud del Clippers para la revisión ambiental acelerada podría ser aceptada por la oficina del Gobernador a pesar de que está muy lejos de la promesa de reducir las emisiones en nuestra comunidad. Nos dijeron que habría reducciones LOCALES en los gases de efecto invernadero. Nos dijeron que este sería el estándar de oro de los proyectos ecológicos. Pero no se ha intentado cumplir esa promesa hasta el momento, o de otra manera protegernos del daño de construir y operar una nueva arena al lado de nuestra comunidad.

Inglewood necesita más energía renovable, más espacios para vehículos eléctricos, techos verdes, carriles para bicicletas, tránsito y cosas por el estilo. ¿Por qué los Clippers no pueden proporcionar eso como parte de su enorme proyecto de arena?

Denegue a los Clippers su solicitud de tratamiento especial a menos que proporcionen las reducciones locales de emisiones a la atmósfera que se esperaba que proporcionaran. Tienen que ganarse el trato especial.

Gracias. Shaney Mack

10302 Doty Ave #B1 1/
Inglewood CA 90303
(702.554.7237)

Re: 2018021056

Estimados funcionarios de AB 987:

Una vez que escuché lo que los Clippers reclamaban en su aplicación ambiental, supe que tenía que enviar un comentario público. Esto sería divertido si el tema no fuera tan serio. Entiendo que están descontando sus emisiones de gases de efecto invernadero al afirmar que el Staples Center, uno de los lugares más populares en todo Estados Unidos, mantendrá sus puertas cerradas y sus luces apagadas muchas noches solo porque los Clippers abrieron una nueva instalación en Inglewood Y así los Clippers pueden tomar crédito por esas emisiones que no suceden.

¿Por qué un destino de entretenimiento principal se tomaría una noche libre solo porque los Clippers están jugando un juego en Inglewood? Hay otros deportes. Hay conciertos Hay eventos para niños. Hay videojuegos e-sports. Hay muchas actividades en el corazón de Los Ángeles que la gente se reunirá para disfrutar. Lo mismo ocurre con Honda Center y todos los otros lugares en el sur de California, hogar de 20 millones de personas.

El calentamiento global es un tema serio. Jugar juegos con estadísticas no es broma. Por el bien de nuestro planeta, diga NO a esta aplicación.

Gracias por tu tiempo.

Sandra Guido 10228 Doty Av.
Sandra Guido #1 Inglewood CA 90303
(424) 223-1347

Hola,

Estoy muy preocupado por los impactos en la salud que la construcción y eventual operación del nuevo estadio Clippers tendrá en la comunidad de Inglewood. Estoy haciendo referencia al proyecto número 2018021056.

Esto es tanto un problema de salud como un problema de justicia ambiental: si este estadio se construyera en Beverly Hills, no habría forma de que Steve Ballmer y los Clippers pudieran patinar así.

Al menos donde juegan los Clippers en este momento, no hay casas justo al lado y los fanáticos pueden tomar el transporte público fácilmente. Inglewood no tiene una estación de ferrocarril cerca. Básicamente, todos los fanáticos conducirán, lo que significa autos, autos y más autos por 200 noches al año.

Hay un doble estándar en el trabajo aquí. Por favor diga no a este plan.

10306 Doty Ave Ap 5
Inglewood CA - 90303
(609)865 2943

Hello–

I am reaching out to share my objection to project 2018021056. I am worried about the lack of programs I see in the Clippers submittal focused on helping people in Inglewood. I do not see any mention of ways to make the construction of the arena less harmful for Inglewood residents. Without any obvious benefit for me or my neighbors and many many downsides, I cannot support this project. Please reject their application for faster environmental review.

My biggest concern is how the construction and operation of the arena will impact air quality in Inglewood. I know many people with asthma in town, including kids. They have to stay inside a lot and sometimes they miss school. It doesn't seem like there are any ideas or programs in place to fight pollution that we know will come from cars, buses, trucks, and everyone else coming to see the NBA or a band or boxing match.

This is deeply troubling to me when I think about the long-term effects of this pollution on the health of Inglewood residents.

Please do not let the Clippers build this arena without a serious and substantial commitment to addressing this problem.

Respectfully,

Kourtney Yurko
Kourtney Yurko
10228 S Doty Ave
Apt. 3
Inglewood, CA 90303
(424) 243-1457

To the Office of Governor Newsom,

I have heard that this new arena project will create more than 3 MILLION new car trips on our local streets. Have you ever driven in Inglewood? We already have a traffic emergency on our hands. And the football stadium has not even opened! Our streets were not designed for the flood of cars and trucks that are about to hit us. And people's lungs were not designed to breathe in emissions and pollutants all day long. Especially children and our seniors.

One of the big selling points of this new Clippers law was that traffic trips were supposed to be decreased, not increased.

With all the money that the Clippers say they will spend on their big new arena, I thought for sure they would have come up with a great way to handle traffic. Some creative idea that spared no expense. Instead, their answer seems to be -- buses. We were hoping for much better. Please reject this very poorly designed application.

Rosa M. Chan.
10218 Doty AV #1
Inglewood. CA 90303
(424) 702-6368
Rosa M. Chan.

Good day,

I have a message for the State of California. People who spend hundreds of dollars for a ticket to a game or a concert are not going to get there on a bus. They are going to stay in their private and comfortable cars, like 90% of other people in California. To say that our transportation problems will be "solved" because the Clippers drive buses through streets clogged with traffic – when there is not even a train station nearby – is not a serious thing to say. It shows this team does not take us seriously, and thinks they barely need to try to get the special treatment they want from the State.

Please ask the Clippers to come back with a real transportation plan, that will actually take care of the many many thousands of cars this arena will draw almost every night. We are all counting on you.

Thanks.

Kenneth L. Smith
10212 Doty #4
Inglewood CA 90303
310 677-4263
Kenneth L. Smith

To the Office of Governor Newsom,

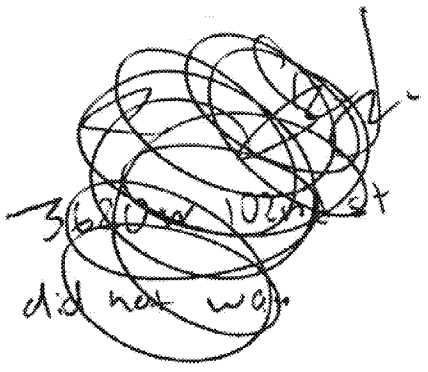
If you care about the health and safety of Inglewood residents, please deny the Clippers' application to streamline (#2018021056). My neighbors and I are already subjected to more pollution than the average Angeleno as we are located near LAX and underneath a flight path. The Rams stadium is already being built, creating pollution from general construction activities and eventually even more car exhaust.

I honestly cannot believe the Clippers' brazen behavior given these factors – they are not proposing any realistic solutions to the traffic and pollution issues that ANOTHER arena will cause. If they have ideas of how to lessen these impacts, they need to share them and promise to deliver.

It's not that hard to do. It just takes some effort, and a willingness to spend a little bit of money. Probably not as much as they are spending on their star players or the luxury suites.

Please help us defend Inglewood. Please say no to this application, which will hurt our community.

Sincerely,



Raisa Reyes
3620 W 102nd
Street Inglewood
CA 90303
213-432-0755

To whom it may concern,

The Clippers' proposed plan for the new arena fails, on multiple fronts, to meet the legal obligations outlined in AB 987.

There is no realistic plan for getting people to and from the proposed arena in a reasonable, efficient manner. And how could there be? In the absence of any nearby train stations to accommodate individuals on foot, people must arrive in vehicles that will clog our streets. This is a ridiculous plan and will damage the city and upset patrons to no end.

In addition to the incomplete plan to accommodate the influx of people, the Clippers are at this time not meeting their legal obligation to reduce carbon emissions in Inglewood. This portion of the application is arguably one of the easiest requirements to satisfy, and the Clippers are not even pretending to make a good faith effort. They could have created more bike lanes or agreed to install solar panels on local roofs. These are small asks when compared with the giant financial gains that come with building and operating an arena right next to homes.

Please deny the Clippers' request to streamline because of their failure to meet basic obligations in the law, and their failure to protect our community.

Sincerely,

Samuel Mavin
3620 W 102nd St. #11
(310) 985-1246

To Whom it May Concern,

I am deeply upset about the Clippers proposal for streamlining under AB 987 Project 2018021056. I am an Inglewood resident and I care about this community and the people who live here. We are a strong, vibrant group of people and I am worried that the Clippers have not done enough work to make sure that the environmental impacts of this arena are mitigated.

After reviewing the Clippers' proposal for streamlining I noticed that there are no programs for local reductions in greenhouse gas emissions. The law requires that this project reduce emissions in Inglewood for the good of the community, but their application blatantly fails to do this.

We were promised things like expanded public transit, and energy efficient buildings, but I do not see any of those solutions actually in the planning stages.

The Clippers should not get their application approved because they are clearly failing to meet the requirements they committed to.

Thanks.

(424) 222-6863
1031 Dotty Ave
Inglewood, CA 90303
Raul Z

Dear Governor's Office,

The proposed Clippers arena (#2018021056) will bring an enormous amount of construction, new activity and pollution to the city of Inglewood. We are still going through that with the NFL stadium. We deal with noise and air impacts constantly from low-flying aircraft headed to LAX.

Inglewood is being overdeveloped, and the Clippers are not meeting any of their requirements for reducing the harmful impacts we will face. I don't think you would want this arena in your backyard either, especially one that ignores its commitments to the surrounding community so blatantly. The law should protect us, but if you approve this application it will mean nothing.

Sincerely,

Janet Munoz
9640 ½ W 102nd St
Inglewood CA 90305
323 483 1403

Dear OPR,

Please reject the Clippers' application for environmental streamlining (# 2018021056). This application plays fast and loose with environmental requirements and has zero credibility.

The Clippers claim that other major venues will simply close up shop on many nights just because the Clippers arena is open. That's not the way it works. Just like Magic Mountain still has visitors when Disneyland is open, people will still go to Staples Center even though the Clippers arena is open in Inglewood. It is wrong for the Clippers to try to claim these imaginary environmental benefits. It is also wrong for the Clippers to claim that a shuttle bus moving at 14 mph will convince people to leave the comfort of their personal cars. A few people, maybe, but not enough to make any real difference to the environment or to residents.

Earning AB987 certification is a privilege, not a right. The Clippers don't deserve it.

Thank you.

Winifred During
3620 west 102 street AP 61
323 381 9696

Project #2018021056

Dear Governor's Office,

When I learned that one of the wealthiest people in the world wanted to invest in Inglewood, I was very excited. I imagined all the benefits he might bring to our community in exchange for the right to use our public land to build a money-making sports arena. I was very disappointed to learn that the benefits are practically nonexistent.

The environment is very important to me. In other areas, developers promise to do things like build new parks, promote solar energy, retrofit homes, add bike lanes, support electric vehicles, etc. Mr. Ballmer apparently doesn't want to do any of those things – even though the law is very clear about the importance of local greenhouse gas reduction.

To say I am disappointed is an understatement. If the Clippers say "no thanks" to investing in a greener Inglewood, as the law requires, then I hope the State of California will say "no thanks" to their request for fast-track environmental review.

Sincerely,

Anthony Mallard
3620. W 102nd
32 Apt
424-433-0385

The Clippers do not care about the devastating impacts a new arena will have on the people of Inglewood. I know this because of their complete and utter lack of effort in mitigating these impacts. If they really intended to reduce local greenhouse gas emissions here, we would see programs in their application to create more energy efficient buildings, or to establish rideshare programs or even to plant some trees. I saw none of this in the Clippers' application.

The Clippers and Steve Ballmer think they can walk all over the people here and ignore the promises they are required to keep by law.

Do not let them get away with this abuse of power.

Thank you. Margarita Tec.

~~Margarita Tec~~

3642 W 102nd St
Ings Ca 90303
(310)648-4633

Margarita Tec

To the Governor's Office of Planning and Research,

I stand with organizations like the Natural Resources Defense Council and Climate Resolve and urge you to reject the application for Project #2018021056.

The goals of AB987 are very clear. They include promoting local greenhouse gas mitigation and reducing total vehicle miles traveled. This application does not accomplish either one, and the supplemental information provided to the state does not do it either.

We know what local GHG mitigation looks like. It includes things that AB987's supporters originally championed, such as local solar installations, energy efficiency improvements, electric vehicle infrastructure, green space, zero net energy buildings and bike lanes. The Clippers have the chance to deliver these improvements, and they are deciding not to.

Along the same lines, the Clippers are also deciding not to implement an effective transportation program that would actually accomplish AB987's objectives. Maybe a future application will meet the standard set by the law, but this one certainly doesn't.

Thanks for accepting this comment.

Leonida Loreia 27
3726 w 102 ST
INGLEWOOD CA 90303
3239446049
LEO GARCIA

To the Office of Planning and Research,

AB 987 requires that a project reduce local greenhouse gas emissions. Because of this, I am asking that you deny the Clippers request to expedite project #2018021056.

The Clippers plan for the new arena does not exhibit a commitment to reducing local greenhouse gasses in Inglewood in any way. There are no plans to fund additional public transit, or to install solar panels or retrofit buildings. In fact, the Clippers have not indicated that they plan on funding any local emissions reduction measures at all.

Beyond the fact that this is bad for the health and safety of residents, it also deprives us of potential new jobs in the clean energy or environmental sector.

AB 987 clearly lays out requirements that the Clippers arena project application fails to meet—therefore it should be denied.

Thank you.

J. Holmer

3738 1/2 W 102nd St

(424) 266-1917

Josue Alvarez

Dear Governor Newsom or relevant party,

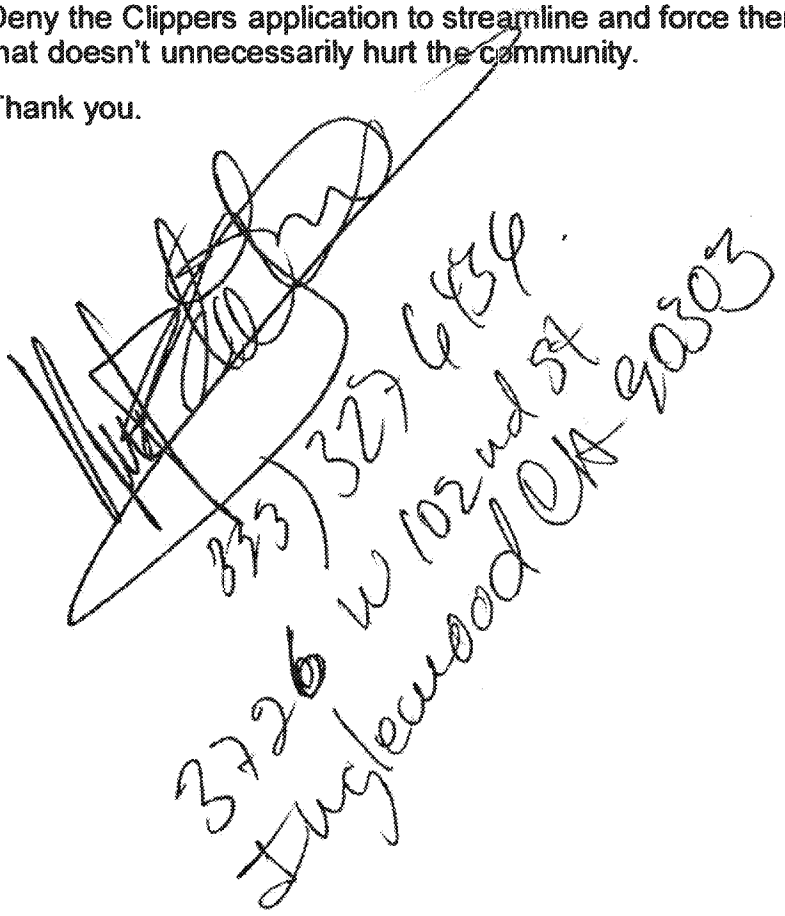
How can an estimated 3.3 million more car trips in Inglewood constitute a "green" or "environmentally friendly" project? I truly do not understand how the Clippers plan to mitigate this huge increase in traffic when they haven't done so much as propose a single local initiative to help the people in Inglewood deal with this giant impact on their daily life.

For an institution as large and wealthy as a professional sports team, particularly one with a billionaire owner and financier, it shocks me that so little has been proposed in terms of helping the local community cope with the necessary changes that accompany a development of this size and scope.

There will be huge impacts on air quality, which frankly is my largest concern, and from what I have seen the Clippers have not put forth any plans to reduce emissions locally. These could be simple, easy ideas like extending public transit options, but there has been absolutely nothing proposed thus far.

Deny the Clippers application to streamline and force them to develop a real plan that doesn't unnecessarily hurt the community.

Thank you.



Hello,

Please deny the Clippers' application for streamlining under AB 987. I am frankly shocked that the application has not already been denied, and as a resident of Inglewood I wish to express my concerns.

It was my understanding that this project is supposed to be environmentally friendly, but I do not see anything in the Clippers application that leads me to believe that, particularly since they are adding an entirely new arena to the region which means more pollution overall. I have also heard that they think events at Staples Center will go DOWN once their arena opens. Sorry—not a chance. Attendance at venues in LA will only go up as population continues to go up, and we know the numbers prove that.

Just as bad, there are no programs outlined in the Clippers application to reduce local pollution. What about this plan should be attractive to me as a resident? So far, nothing.

California is supposed to be a leader in environmental protection. Our politicians travel the world sharing information on how to do it right. Please do it right here in Inglewood. Please say NO to this application.

Thank you.

Jose E. Avitia
3726 W. 102nd St Apt #17
Inglewood CA 90303
(310) 673-8452

A la Oficina de Planificación e Investigación del Estado de California,

Construir una cancha de baloncesto en Inglewood tendrá un impacto enormemente negativo en los residentes de la ciudad, y a los Clippers no parece importarles. Le escribo hoy para pedirle que rechace la solicitud de Clippers para simplificar el proyecto (# 2018021056) con el argumento de que la propuesta no cumple con los requisitos establecidos en la ley AB 987.

Uno de los problemas más serios que veo es que habrá un gran aumento en las emisiones de gases de efecto invernadero como resultado del proyecto. Estas son las emisiones que conducen directamente al calentamiento global y amenazan nuestro planeta. Entiendo que los Clippers han tratado de decir que no son responsables de los eventos en su arena porque tal vez el Staples Center simplemente no podrá atraer eventos cuando haya una nueva arena en Inglewood. Esto es ridículo. LA es una ciudad en crecimiento, tenemos varios equipos nuevos, se abren o planean varios lugares para eventos nuevos, y la gente ama los conciertos, etc. Más lugares = más eventos, ¡punto!

Por favor, rechace esta idea ridícula y diga no a la arena.
Gracias.

Sonia Archila
10302 Doty Ave #11 Inglewood C.A 90303
(323) 899-4489

Estimados funcionarios estatales:
Rechace la solicitud de Clippers para la optimización AB987 (2018021056).

Inglewood está a punto de tener dos lugares principales de deportes / entretenimiento. Agregar otro causará problemas de tráfico aún más graves, lo que a su vez aumentará sustancialmente la cantidad de emisiones de gases de efecto invernadero y la contaminación local.

Los Clippers fingen que el Staples Center permanecerá vacante y cerrado las noches en que su nueva arena esté ocupada, por lo que el daño ambiental no será tan grave. También pretenden que los fanáticos de los deportes adinerados dejarán sus autos en casa para tomar un autobús de enlace que promedia 14 mph. Esta aplicación es de fantasía. Mientras tanto, la gente de Inglewood tendrá que lidiar con la dura realidad.

Le pedimos que rechace esta solicitud, o al menos requiera mejoras importantes.

Gracias.

Randy 10228 Doty Ave

Hermosa Beach Office
Phone: (310) 798-2400

San Diego Office
Phone: (858) 999-0070
Phone: (619) 940-4522

Chatten-Brown, Carstens & Minteer LLP
2200 Pacific Coast Highway, Suite 318
Hermosa Beach, CA 90254
www.cbcearthlaw.com

Douglas Carstens
Email Address:
dpc@cbcearthlaw.com
Direct Dial:
310-798-2400 Ext. 1

November 9, 2019

Mr. Shannon Hatcher
Air Pollution Specialist
California Air Resources Board
1001 I Street
P.O. Box 2815
Sacramento, CA 95812-2815

Inglewood Basketball and Entertainment Center Project under AB 987 (Application No. 2018021056); response to Murphy's Bowl Submission of November 1, 2019

Dear Mr. Hatcher:

On behalf of Inglewood Residents Against Takings and Evictions ("IRATE"), we previously objected to certification of the Inglewood Basketball and Entertainment Center Project ("Project") pursuant to AB 987. Our concerns are detailed in our letter to you dated February 1, 2019 and in additional comments submitted after reviewing Murphy's Bowl, LLC's June 12, 2019 letter and the "AB 987 Replies to Correspondence" supplied by AECOM. We have now reviewed the November 1, 2019 letter of applicant Murphy's Bowl, LLC and its attachments ("Supplemental Application"). Although we appreciate the increased detail included in the supplemental materials, IRATE's key objections remain unaddressed.

Murphy's Bowl still fails to substantiate its proposed greenhouse gas reductions. The Project's greenhouse gas reduction and offset program lacks adequate enforceability to ensure that the Project will actually meet the mandates of AB 987. Unless the Project's greenhouse gas reductions are feasible, enforceable, additional, and verifiable, the Project will lead to increased traffic congestion, pollution, and emission of greenhouse gases in Inglewood, directly and negatively impacting the health and well-being of the community and IRATE's members. Such a Project would represent backsliding in California's ambitious goals to reduce greenhouse gas emissions to 80 percent below 1990 levels by 2050, a level necessary to limit the most dangerous impacts of climate change.

As we stated previously, the methodology used by the applicant, if accepted by the California Air Resources Board ("CARB") and the Governor, would undermine compliance with the State's established Greenhouse Gas ("GHG") goals and established methodologies of air districts. This sets a very dangerous precedent for the entire state. AB 987 requires a Project certified under its authority to meet rigorous environmental standards. The applicant has failed to adequately describe how the Project will meet those standards required by AB 987 and therefore, the certification should be denied.

The community in Inglewood already faces unique and distinct environmental burdens. Inglewood is located adjacent to Los Angeles International Airport (LAX), is bounded by the 405 and 105 freeways, and contains major thoroughfares like Century Boulevard. These circumstances cause Inglewood to be vulnerable to environmental hazards, raising environmental justice concerns. Even the Mayor's Office, in addressing noise impacts from LAX Airport, has recognized that environmental justice is an Inglewood issue and has called the city "An Advocate for Environmental Justice." (See City of Inglewood Website, Mayor's Office, "*Inglewood Issues*," available at https://www.cityofinglewood.org/496/Inglewood-Issues.) CalEnviroScreen 3.0, the Office of Environmental Health Hazard Assessment's ("OEHHA") statewide mapping tool identifying communities most affected by environmental burdens, rates the census tract containing the proposed IBEC with an overall percentile score of 80-85%, the second most severe percentile category. (Office of Environmental Health Hazard Assessment ("OEHHA"), CalEnviroScreen 3.0, available at https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-30. [The census tract containing the proposed IBEC site is Census Tract 6037601900].)

The existing community is severely burdened. According to CalEnviroScreen, the census tract containing the Project area ranks high for airborne PM 2.5 (82nd percentile), diesel particulate matter (67th percentile), and toxic releases pollution (79th percentile). In terms of health impacts, the community has high risk for asthma (93rd percentile), low birth weight (88th percentile), and cardiovascular events (89th percentile). (*Id.*) CalEnviroScreen also identifies numerous socioeconomic risk factors in the community, including lower educational attainment (93rd percentile), higher linguistic isolation (80th percentile), poverty (89th percentile), unemployment (86th percentile), and housing burden (93rd percentile). (*Id.*) Each of these factors—higher pollution, higher health impacts, higher socioeconomic risk factors—make the community disproportionately burdened by environmental impacts. In fact, as a result of these risk factors, in 2017 OEHHA identified the community as a Disadvantaged Community pursuant to SB 535, which directs cap-and-trade funding to projects benefitting such communities. (OEHHA, SB 535 Disadvantaged Communities, available at https://oehha.ca.gov/calenviroscreen/sb535.) Additionally, the Inglewood Project site is southeast of the Inglewood Oil Field and the nearby Baldwin Hills community, which

CARB has recently selected for further study of air quality impacts as a potential AB 617 community. (Press Release, CARB, *CARB Selects Los Angeles and Kern County Communities for In-Depth study of Air Quality Impacts Near Oil and Gas Facilities* (Sept. 7, 2018), available at https://ww2.arb.ca.gov/news/carb-selects-los-angeles-and-kern-county-communities-depth-study-air-quality-impacts-near-oil.) Thus, it is clear that Inglewood is vulnerable to environmental impacts, particularly increased air quality degradation and resulting health impacts. Therefore, sufficient mitigation of GHG emissions must also emphasize measures that include co-benefits for Inglewood residents. Environmental justice depends on this.

I. In Light of the Federal Administration's Recent Rollback of California Vehicle Mileage Standards, Reliance on California Emissions Factor (EMFAC) Standards Substantially Understates the Project's Contribution to Greenhouse Gas Emissions.

Murphy's Bowl's GHG emissions and emission reduction estimates utilize EMFAC, a model that takes into account regulations from the California Air Resources Board (CARB), including its Zero-Emission Vehicle (ZEV) mandate. However, due to the federal government's recent withdrawal of the 2013 Clean Air Act waiver authorizing California to promulgate certain clean air regulations, and the resulting rollback of such regulations, the ZEV mandate may no longer apply. Thus, Murphy's Bowl's EMFAC estimates of so-called "backfill" emissions resulting from the replaced NBA events at the Staples Center and market-shifted non-NBA events at the new arena are likely to be *underestimates*, as the model assumes a certain, ratcheting percentage of ZEV market share that, without the ZEV mandate, is unlikely to be obtained. For the same reason, Murphy's Bowl's projections of emissions *reductions* resulting from its "local, direct" measures are likely to be *overestimates*. Thus, Murphy's Bowl must not simply rely on EMFAC, but must account for the revocation of the ZEV mandate in its estimates of project emissions and emissions reductions, or else it will fail to meet the Net Zero standard of AB 987 given the new regulatory backdrop. Further, we request that CARB provide calculations of emissions and emissions reductions in the absence of the ZEV mandate.

A. CARB's ZEV Mandate.

CARB's Zero-Emission Vehicle ("ZEV") mandate, part of its Advanced Clean Cars Regulations, requires automobile manufacturers to "offer for sale specific numbers of the very cleanest cars available." (CARB, Zero-Emission Vehicle Program, available at https://ww2.arb.ca.gov/our-work/programs/zero-emission-vehicle-program/about.) Under this rule, manufacturers must produce a certain number of ZEVs and plug-in hybrid vehicles each year, depending on the manufacturer's total car sales in California.

(*Id.*) Starting with model year 2018, the ZEV requirement increases each year. (Cal. Code Regs., tit. 13, § 1962.2, subd. (b)(1)(A).)

B. EMFAC, the Model Used by Murphy's Bowl to Estimate Mobile Source Emissions.

EMFAC is an emissions model that assesses emissions from on-road vehicles in California. (CARB, MSEI – Modeling Tools, available at https://ww2.arb.ca.gov/our-work/programs/mobile-source-emissions-inventory/msei-modeling-tools.) The most recent version of EMFAC was developed in 2017 ("EMFAC2017") and approved by the U.S. EPA in August 2019. (Official Release of EMFAC2017 Motor Vehicle Emission Factor Model for Use in the State of California, 84 Fed. Reg. 41,717, 41,720 (Aug. 15, 2019).) Prior to EMFAC2017, the most recent version of EMFAC was developed in 2014 ("EMFAC2014") and approved by the U.S. EPA in December 2015. (Official Release of EMFAC2014 Motor Vehicle Emission Factor Model for Use in the State of California, 80 Fed. Reg. 77,337, 77,340 (Dec. 14, 2015).) In its supplementary submittal to CARB, Murphy's Bowl apparently uses output data from both EMFAC2014 and EMFAC2017. Murphy's Bowl used EMFAC2014 to calculate its "backfill" mobile source emissions (See Supplemental Application ("Supp. App."), Attach. 1, Table: Mobile Source Emissions, Backfill of 47 NBA Event Nights; Supp. App., Attach. 1, Table: Mobile Source Emissions, Backfill of Market Shifted Events-All Market Shifted Events Backfilled With Same Sized Event), and used EMFAC2017 to calculate emissions reductions for GHG mitigation measures, including replacing 10 municipal fleet vehicles (Supp. App., Attach. 2, p. 3), installing electric vehicle charging stations (EVCS) in the City of Inglewood (*id.* at p. 5), installing on-site EVCS (*id.* at p. 10), and creating on-site smart parking (*id.* at p. 15). Murphy's Bowl should use a single, most recent model, EMFAC2017, to ensure its calculations are consistent and based on the most recent regulatory framework.

Each version of EMFAC contains different regulatory assumptions. EMFAC2017 incorporates "state and federal laws, regulations, and legislative actions that were adopted as of December 2017." (CARB, EMFAC2017 Volume III – Technical Documentation (July 20, 2018) p. 20 (hereafter EMFAC2017 Technical Document).) EMFAC2017 includes assumptions from the Advanced Clean Cars Regulations as of 2017, such as updates to ZEV sales forecasts, CO_2 emission rate and fuel efficiency forecasts, criteria technology penetration, and in-use emission factors for vehicles certified to 3 and 1 mg/mi PM emissions standards. (*Id.* at p. 21.) EMFAC2017 updated emission standards "to reflect the Advanced Clean Cars program that will apply to new vehicles in model years 2017-2025." (*Id.* at p. 33.) For projected CO_2 emission rates, the model contains

assumptions based on "revised estimates of ZEV sales" in 2021 and 2025. (*Id.* at p. 36.) EMFAC2017 contains assumptions that the market share of electric passenger vehicles will increase every year, from 2.5% in 2017 to 6.3% in 2025 and beyond. (*Id.* at p. 194.) Thus, it is clear that the ZEV mandate is an important regulatory assumption factored into EMFAC2017 calculations.

EMFAC2014, the older model, also contained assumptions regarding the ZEV regulation. EMFAC2014 assumed that market share of electric passenger cars increases from 0.08% in 2010 to 15.71% in 2025. (CARB, EMFAC2014 Volume III – Technical Documentation (May 12, 2015) p. 98.)

C. Federal Rollback and its Effect on EMFAC Estimates.

On September 19, 2019, NHTSA and EPA announced that the federal agencies were revoking California's 2013 Clean Air Act waiver, which authorized California to promulgate the ZEV regulation. (Press Release, U.S. EPA, *Trump Administration Announces One National Program Rule on Federal Preemption of State Fuel Economy Standards*, Sept. 19, 2019, available at https://www.epa.gov/newsreleases/trump-administration-announces-one-national-program-rule-federal-preemption-state-fuel.) In doing so, the federal government withdrew California's authority to issue the ZEV rule. (*Id.*) The revocation of California's waiver, including the rollback of the ZEV rule, is bound to have a chilling effect on ZEV market share in California, a key component of EMFAC analyses. A report from the Rhodium Group has estimated that relative to existing standards, nationwide the rollback "will reduce ZEV sales by 7 to 8 percentage points in 2035, depending on the projected price of oil." (Report, Emily Wimberger and Hannah Pitt, Rhodium Group, *Come and Take It: Revoking the California Waiver*, Oct. 28, 2019, available at https://rhg.com/research/come-and-take-it-revoking-the-california-waiver/.)

Although California and others are rightfully challenging the federal government's action as unlawful (See Press Release, CA Office of the Attorney General, *Attorney General Becerra Files Lawsuit Challenging Trump Administration's Attempt to Trample California's Authority to Maintain Longstanding Clean Car Standards* (Sept. 20, 2019), available at https://oag.ca.gov/news/press-releases/attorney-general-becerra-files-lawsuit-challenging-trump-administration%E2%80%99s), the fact remains that as of now, EMFAC emissions calculations that rely on the ZEV mandate cannot be assumed. CARB itself recognized the "potentially serious consequences" of the rollback in commenting to EPA and NHTSA on the rollback's impact on transportation project conformity. (Letter, CARB, Safer Affordable Fuel-Efficient (SAFE) Vehicles Rule for Model Years 2021-2026 Passenger Cars and Light Trucks – Transportation Conformity

Implications, Jun. 17, 2019, p. 1 [attached].) CARB noted that EMFAC reflects the ZEV mandate rule, and observed that withdrawal of the rule will result in "[n]ecessary model updates" that are "complex." (*Id.* at p. 3.) Though CARB's comments were relating to transportation projects and SIP conformity, the concerns with EMFAC model reliability are equally applicable to the use of EMFAC to calculate emissions reductions for development projects. Because EMFAC incorporates and relies on regulatory assumptions with the ZEV mandate in place, in light of the ZEV mandate's withdrawal, calculations using EMFAC will likely be an underestimate of emissions.

D. The ZEV Rollback's Impact on Murphy's Bowl's Emissions Estimates.

As described above, Murphy's Bowl relies on two versions of EMFAC—EMFAC2014 and EMFAC2017—to calculate estimated emissions and emissions reductions from mobile sources. Murphy's Bowl uses EMFAC2014 to calculate the mobile source emissions (which they describe as "backfill") from events replacing Clippers games at the Staples Center, as well as non-NBA events that will be hosted at the new arena. However, withdrawal of the ZEV mandate means that this estimate is likely an *underestimate* of the amount of emissions from these activities. First, EMFAC2014 uses outmoded estimates of ZEV sales, which were updated in EMFAC2017. (EMFAC2017 Technical Document, p. 193.) Second, EMFAC2014 assumes that in 2024, the year proposed IBEC operations are set to begin, market share of electric passenger cars will be 14.43% (EMFAC2014 Technical Document, p. 98.) If the rollback reduces ZEV sales, as it is predicted to do, then this ZEV market share will likely be much smaller, correlating to a much larger amount of GHG and criteria emissions as fewer gasoline passenger cars are replaced. Thus, Murphy's Bowl's calculations of "backfill" emissions are underestimates, because they reflect calculations based on ZEV regulatory policy that not only are outdated following the publication of EMFAC2017, but that may no longer be valid due to the federal administration's rollback of the ZEV mandate.

Murphy's Bowl used EMFAC2017 to calculate three types of emissions reductions from "local, direct measures"—replacing 10 municipal fleet vehicles with electric vehicles (Supp. App., Attach. 2, p. 3), installing 20 electric vehicle charging stations (EVCS) in the City of Inglewood (*id.* at p. 5), installing 330 EVCS on-site at the arena (*id.* at p. 11), and installing a "smart parking" system on-site (*id.* at p. 15). Each of these calculations contains an assumption that the ZEV mandate will be in place. If the ZEV mandate is no longer in place due to the federal rollback, the market share of ZEVs will likely decrease relative to EMFAC's assumptions, and EMFAC will *overestimate* the reduction in emissions that each of the GHG mitigation measures reportedly produce. Thus, because the regulatory assumptions in EMFAC may overestimate these emissions

reductions, Murphy's Bowl must compensate for this overestimate by analyzing and making additional emissions reductions in order to meet the Net Zero Standard required by AB 987. Furthermore, we request that CARB provide calculations of these emissions and emissions reductions in the absence of the ZEV mandate.

II. The Applicant Fails to Substantiate Claimed Greenhouse Gas Reductions.

Attachment 2 to the Supplemental Application purports to present an analysis and supporting evidence for use of additional GHG reduction measures. The discussions in Attachment 2 do *not* provide substantial evidentiary support for most measures they discuss, failing either to provide support for the assumptions upon which the analyses are based, or to provide evidence that the measures proposed for adoption are feasible or fully enforceable, or both. Several measures are discussed below.

A. Purchase of Electricity-Powered Transit and Municipal Vehicles. (Attach. 2, pp.1-3)

Replacement of conventionally-fueled vehicles with electric vehicles is, in theory, a feasible measure. Here, however, feasibility for this measure has not been fully demonstrated. For one thing, there is no commitment by IBEC to also install EV charging stations for these vehicles. Is the City expected to provide the charging stations for these vehicles, or does it already possess this infrastructure? Also, at whose expense will the vehicles be maintained? If the City is expected to provide such maintenance, IBEC should show that the City has the money and expertise to keep these vehicles in service for the full time they are assumed to be operating.

Further, the emissions reductions calculated for the transit and municipal vehicles have not been shown to be well-supported. The annual mileage calculations are based on generic assumptions, rather than actual data about the mileage actually driven by Inglewood's transit, paratransit, and municipal vehicles. (Attach., p. 2, fns. 1, 2.) Specific, verifiable data should be used here, in order to provide actual, not generic, evidence to support the GHG emissions reductions attributed to this measure.

We also note that the electric transit and municipal vehicles are only assumed to be provided/driven for two sets of ten years each (Attach., p. 3), while the assumed lifespan of the Project is 30 years. Therefore, even if the GHG reductions do occur as projected, there will be no local co-benefits, e.g., decreased conventional pollutant emissions, from replacing the transit and municipal vehicles for those additional ten years.

B. Planting 1,000 Trees. (Attach. 2, pp. 3-4).

Again, planting trees can be a very effective GHG reduction measure, also providing the co-benefits of lowered ambient temperatures, beauty, shade, and sense of place. Here, however, the Supplemental Application makes no showing that it is feasible to plant that many—or any definite number of— trees in Inglewood. Problems include identifying locations physically suitable for each tree species proposed for planting (including determining local community acceptance of the tree species proposed), ensuring availability of adequate quantities and quality of water over the life of the trees, and maintenance costs (e.g., periodic trimming and inspection for pests) for these trees. Major cities can spend between $30 and $70 per year on each tree in their jurisdiction, as reported last year by LAist. (Caleigh Wells, *LA's Trees Need a Little More TLC ($50 Million Would do the Trick)*, LAist (Dec. 18, 2018), https://laist.com/2018/12/18/las_trees_need_a_little_more_tlc_50_million_would_do_the_trick.php; downloaded Nov. 6, 2019.) No showing has been made that Inglewood has $30,000 to $70,000 available to devote to maintaining the new trees, and no commitment has been made in the Supplemental Application that Murphy's Bowl will supply those resources.

Trees that die will not remove GHGs from the air, making it essential that full responsibility for providing the necessary care, water, and support for the proposed trees be determined, rather than merely making a vague statement that IBEC will "develop or enter into partnerships with existing organizations to develop a program" (Supp. App., p. 5) to plant the trees, without specifying how and by whom the trees will be selected, nourished, watered, and maintained. The measure, as it stands, is essentially unenforceable. In addition, the number of trees proposed to be planted has not been shown to be additional to any other tree-planting program or mitigation measure. No GHG emissions reductions can be viewed as demonstrated until all the essential components of an effective tree-planting program are established.

C. On-Site Waste Reduction and Diversion. (Attach. 2, pp. 8-9)

IBEC has apparently responded to public comments on its original Application by committing to a greatly enhanced on-site waste reduction and diversion plan, intended to last the life of the Project. This GHG reduction measure relies on Murphy's Bowl designing and carrying out a waste reduction and diversion program that is highly effective: the EMFAC assumptions presented in Section 1.3 of the EMFAC supporting analysis claim the program will be 96.58% effective. This would require that it be on par with the most effective waste reduction and diversion programs of existing arenas. While

the Project's expressed intent to reduce waste to this level may be commendable, it appears to be based on optimism that Murphy's Bowl can replicate the success of these highly effective, proven existing programs. No actual program details are provided, only the claim that the Project can produce these GHG reductions. The Supplemental Application provides absolutely no proof that Murphy's Bowl has the ability and expertise to do so. The measure, because it does not specify the components of the proposed program, is also unenforceable. The very substantial GHG reductions claimed for this measure— 31,587 MTCO2e over the assumed life of the Project— are not supported by substantial evidence.

Furthermore, the waste reduction measure leaves out the hotel portion of the Project, without justification. What is the justification? The hotel, since it is part of the Project, should be included in the Project's GHG reduction measures.

D. Construction of Electric Vehicle (EV) Charging Stations. (Attach. 2, pp. 10-14)

The Supplemental Application contains a commitment to expand the number of on-site EV charging stations in the Project's parking structures to 330 stations, with an additional 20 such charging stations being constructed at unspecified locations in the community. GHG reductions of nearly 14,000 MTCO2e are claimed for this measure. (Attach. 2, p. 10.) This claim lacks substantial evidentiary support. The Supplemental Application's estimate of the hours that the chargers will be used is based on a CARB report that addressed use of EV chargers in multifamily housing, *not* at sports arenas. (*Id.*, p. 10, nt. 1 and p. 11, nt. 1.) No evidence or references are provided to show that attendees at a sports arena will use EV chargers at the same rate that residents of multifamily housing will if they are provided. Nor are data given as to what percentage of the vehicles driven to the arena can be expected to be EVs as to any given day, time, or category of event. Further, for the reasons set out above, the amount of GHG emissions displaced per hour of actual use of an EV charging station is now in considerable doubt, and cannot be relied upon. Even if the EMFAC emissions assumptions remain accurate, the hourly rate of GHG reduction is useless without a data-driven analysis of how many hours of charging will actually occur. The analysis seems to assume that every charger in each parking structure will be used on every day that the individual parking structure is used, an assumption that is not supported by substantial evidence. If this is not the assumption, that is not clear in the document.

The claim of such a substantial reduction in GHG emissions must be carefully supported by solid evidence. Here, it is not. Nor can the use of the charging stations be

compelled or enforced; only their installation is enforceable, and installation alone does not reduce GHG emissions.[1]

E. Smart Parking. (Attach. 2, pp. 11-16)

The Smart Parking measure proposes to reduce GHG emissions from vehicles using the parking lots by "more efficiently" directing drivers to available parking spaces, and thereby reducing their idle time and its attendant emissions. There are no data given or studies cited that support the assumption that between 0.5 and 3.0 minutes per vehicle will be saved by this program, and therefore there is no evidentiary support that the projected 1,220,129 minutes per year of driving within the parking structures will be eliminated. (Attach. 2, p. 16.) While the GHG reduction claimed for this measure is more modest than for other measures, only 1,480 MTCOe per year of Project operation, it still needs to be supported by substantial evidence to justify reliance on the measure.

In addition, this is another measure that depends for its success on the behavior of Project attendees, which Murphy's Bowl cannot control. The measure is enforceable only to the extent that the Smart Parking infrastructure and operation can be compelled; its actual effectiveness cannot be. Skepticism and possible discounting of GHG reductions from this measure are advisable.

F. Use of "Renewable Natural Gas" by the Project. (Attach. 2, pp. 19-20)

The Supplemental Application claims possible GHG reductions of 30,827 $MTCO_2e$ over the life of the Project from use of renewable natural gas. While fracking has made natural gas from gas or oil fields more available, such gas is inherently a non-renewable resource. Renewable natural gas derives from processing methane and other gases captured from landfills or from such confined animal facilities as dairy farms. However, it must be transported from those sites to where it can be used, and infrastructure for transporting renewable natural gas is not yet well-developed or widespread. The Supplemental Application provides no evidence that Murphy's Bowl possesses the ability or expertise to procure, transport, and store renewable natural gas for use at the Project site, or to do so in the quantities that would be needed to produce the 30,827 $MTCO_2e$ reduction claimed as possible from the use of such gas at pages 19-20.

[1] We also observe that the charging stations would surely be more useful in reducing GHGs if distributed across the community. There are 330 stations proposed at one sports facility while only 20 are planned in places that benefit the general community. More charging stations throughout the community should be provided.

(Attach. 2, p. 19.) The feasibility of this measure has not been demonstrated through substantial evidence.

III. The Applicant's Program is Not Enforceable, as Required.

The AB 987 process envisions CEQA streamlining for Projects that comply with the zero net emissions mandate. This streamlining is premised on the idea that emissions reductions and offsets used to meet the mandate are real, quantifiable, verifiable, and additional. Instructively, CEQA requires that mitigation measures needed to reduce a project's GHG emissions below a threshold of significance- which should be net zero- be concrete and enforceable. Mitigation measures must be "fully enforceable through permit conditions, agreements, or other measures." (Pub. Resources Code § 21081.6(b); *Lincoln Place Tenants Ass'n v. City of Los Angeles* (2007) 155 Cal. App. 4th 425, 445.) Courts have noted, "The purpose of these requirements is to ensure that feasible mitigation measures will actually be implemented as a condition of development, and not merely adopted and then neglected or disregarded." (*Federation of Hillside & Canyon v. City of Los Angeles* (2000) 83 Cal.App.4th 1252, 1261; *Katzeff v. California Dept. of Forestry and Fire Protection* (2010) 181 Cal.App.4th 601, 612; *Lincoln Place Tenants Assn v. City of Los Angeles* (2005) 130 Cal.App.4th 1491.) This is particularly important here: greenhouse gas emissions are the cause of global climate change, the greatest environmental challenge of our time. Greenhouse gas reduction measures that "are not guaranteed to occur at any particular time or in any particular manner" are inadequate. (*Preserve Wild Santee v. City of Santee* (2012) 210 Cal.App.4th 260, 281; *Gray v. County of Madera* (2008) 167 Cal.App.4th 1099, 1119.) As discussed below, the Applicant's proposed emissions reductions measures lack detail, funding, and other enforceability mechanisms that will ensure they truly reduce the Project's greenhouse gas emissions to zero.

IV. The Applicant's Program is Not Verifiable.

The supplemental materials declare that the Applicant has "committed to an annual verification process under which the Applicant would submit to the City, with a copy provided to CARB, annual verification reports." These reports would (1) determine the actual number of incremental events in the regional market that can be attributed to the Project; (2) report on the implementation and efficiency of local direct emissions reduction measures; and (3) identify any new local direct measures to be implemented the following year. The materials further declare that any excess reductions shall be credited toward the verification reports of future years. Thus, the Applicant will calculate its own emissions, verify its implementation of direct emissions reduction measures that will cost

it money, and calculate the effectiveness of the emissions reductions measures it hopefully paid for and implemented. This amounts to self-verification without oversight.

A robust verification system is necessary, but we are deeply concerned about accountability if the fox will be guarding the hen house. Although the Applicant assures the public that AB 987 compliance will occur because it will provide a copy of the verification report to CARB, how will anyone at CARB be able to verify the accuracy of the calculations contained in the report or the verification of the implemented reductions measures? Such a system would encourage self-dealing, to the Applicant's benefit and the detriment of Inglewood residents and the California public. Any inaccuracies in the reports could be amplified by the proposed system, since it allows extra emissions reductions to be credited to future years. Greater third-party oversight is required, beginning with the provision of the raw inputs of the verification calculations to CARB, inclusion of CARB and the public or third parties in the inspection of emission reductions measures, and public posting of the annual verification reports online.

V. The Applicant has Not Demonstrated Long-term Funding of the Reductions and Offset Program.

Funding of the Project's AB 987 compliance program must be substantial and ongoing. Without assured funding, the Applicant's claims of zero net GHG emissions are illusory. (*Anderson First Coalition v. City of Anderson* (2005) 130 Cal.App.4th 1173, 1189-90.) Accordingly, we suggest the imposition of a trust fund, bond, or other method of ensuring that adequate funding is available to implement *and maintain* the required GHG emissions reductions measures, purchase offsets, and finance the Applicant's verification and reporting obligations. Relatedly, we question the identity of the entity that will be charged with administering the Project's AB 987 compliance program. The Applicant, Murphy's Bowl, LLC, apparently is a single-purpose Delaware corporation created to apply for Project permits. Will Murphy's Bowl, LLC continue as the responsible entity? If so, is its capitalization sufficient for this purpose? If the Clippers organization or Steve Ballmer will be the responsible party, this should be determined now.

VI. The Project Results in an *Increase* in GHG Emissions.

Public Resources Code § 21168.6.8 subdivision (b)(3) requires that the project not cause a net increase in GHGs: certification is only allowed if "The project does not result in any net additional emissions of greenhouse gases." To demonstrate net zero GHG emissions, the applicant must show that future Project emissions, minus baseline emissions, minus mitigation measures, equal zero. In this case, the Applicant admits, even with its flawed calculations, that "the Project would result in an additional 146,052

MT CO_2e of GHG emissions above the total calculated in the AB 987 Application, for a total of 304,683 MT C Oe over the 30-year operational life of the Project." (November 1, 2019 Letter, p. 4.) Again, as we identified in our prior letters, the applicant manipulates the baseline emissions level to decrease the amount of emissions it must mitigate. This "methodology" runs counter to CEQA and every well-respected air emissions methodology on the books.[2] If accepted by CARB, it will create a precedent that will undermine achievement of the State's GHG reduction standards, and established policies of air agencies.

The Applicant claims to present a 100% backfill scenario where all events at other venues are backfilled after moving to the IBEC. However, Table 10 still shows the "Baseline Emissions" as being 1,200 in the first three years, and then jumping up to 13,289 MT CO_2e in every single subsequent year. There is no basis for this assumption of 13,289 MT CO_2e in years after the first three. This is not a 100% backfill scenario but rather still remains a partial backfill scenario.

If the Clippers did not take credit inappropriately with their "backfill" numbers games, the amount of emissions would be 510,081 MT CO_2e rather than the 304,683 MT CO_2e that are currently calculated.

VII. The Application Fails to Demonstrate Sufficient *Local* GHG Mitigation Measures.

A. Local Direct Emissions Reductions Measures Are Insufficient.

As we have stated previously, the Applicant does not comply with AB 987's mandate that "Not less than 50 percent of the greenhouse gas emissions reductions necessary to achieve [net zero emissions] shall be from *local, direct greenhouse gas emissions reduction measures*." (Pub. Resources Code § 21168.6.8 subd. (j)(3), emphasis added.) This directive was included to ensure that the local community is not burdened with shouldering the full weight of the Project's harmful emissions. We

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[2] Existing conditions on the ground at the Project site consist of a hotel, restaurant, commercial building, and light industrial buildings. (Application Attachment G, p. 7.) These are the source of the GHG emissions that should be included in the baseline. Table 10 records these sources as emitting 1,209 MTCO_2e each year in 2021-2023. (Murphy's Letter, Attachment 3, p. 11.) Yet somehow, baseline emissions jump to 13,289 MT CO_2e in 2025 and stay at that level through 2054. (*Ibid.*) Baseline emissions should not change for purposes of comparing to project emissions as baseline should reflect existing conditions. (*Communities For A Better Environment v. South Coast Air Quality Management Dist.* (2010) 48 Cal.4th 310, 315.)

reiterate our prior comments on this issue. Every feasible means of local direct emissions reductions should be undertaken because of the severe air pollution burden the community is already suffering.

We previously proposed 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 and charging 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.

In the Supplemental Response, we now see Item 1 (tree planting) addressed, and to a small extent item 6 (electric vehicle charging for only 20 EV charging stations in the community). However, Items 2-5 and 7-11 are also necessary and should be included in a mitigation program.

The creation of affordable housing units and promotion of anti-displacement measures throughout Inglewood (items 10 and 11) could ensure current residents are able to maintain their homes in Inglewood, thus not having to relocate elsewhere to places that might require substantial increases in vehicle miles traveled (VMT) to maintain current jobs and social connections.

We have heard that the Clippers have agreed to give the city of Inglewood a $100 million community benefits package, including $75 million that will be set aside for up to 400 affordable housing units, a rent relief program, and financial assistance for first-time homebuyers. However, we have seen nothing that is enforceable or in writing about this rumored benefits package. If there are meaningful commitments to affordable housing and anti-displacement measures, they should be included in a verifiable mitigation measure package. Meanwhile, median home prices in Inglewood shot up 64 percent from

2014 to 2018, according to PropertyShark, but Inglewood did not produce any affordable housing, according to a report from the California Department of Housing and Community Development.

B. The Application May Underestimate Human Health Risks.

The Supplemental Response still fails to address human health impacts or potential benefits from mitigation measures. AB 987 mandates that the Project should "*maximize public health*, environmental and employment *benefits*" by reducing GHG emissions "*in the project area and in the neighboring communities*." (Pub. Resources Code § 21168.6.8 subd. (j)(2), emphasis added.)

The Supplemental Application fails to show how public health benefits are maximized. In fact, the Supplemental Application fails to sufficiently address the points we raised regarding public health impacts.

One of our prior comment letters stated:

> The applicant's use of a seriously flawed methodology for its GHG emissions analysis has additional consequences beyond an increase in GHG emissions. GHG emissions and local criteria pollutant emissions are closely correlated. By underestimating the GHG emissions of the Project and failing to properly mitigate those emissions locally, the applicant has also underestimated the local criteria pollutant emissions of the Project. Therefore, the health impacts to the community of Inglewood may also be underestimated. Exposure to criteria pollutants such as NOx, PM10, PM2.5, and diesel particulate matter (designated as an airborne toxic contaminant by the Air Resources Board, and as known to the State of California to cause cancer by the state's experts pursuant to Proposition 65 [Cal. Code of Regs., tit, 17, § 93000; tit. 27, § 27001, respectively] lead to health impacts, including respiratory and cardiovascular problems, and potentially cancer. The applicant does not account for these increased health risks."

(CBCM Feb. 1, 2019 Comment Letter, p. 10.)

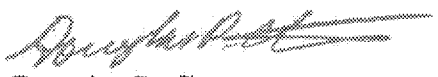
Instead of proposing and discussing feasible, effective, and enforceable mitigation measures, the Supplemental Application proposes various measures without substantial evidence to support them. Certification should not be granted without a current demonstration of meaningful mitigation measures to protect public health and "*maximize* public health… benefits" as required by Public Resources Code section 21168.6.8 subdivision (j)(2), with emphasis added.

Conclusion.

We respectfully request that the Governor not certify this Project. It does not meet the requirements of AB 987 and will, instead, increase GHGs emissions to the detriment of Inglewood residents and the entire state.

Thank you for your careful consideration.

Sincerely,



Douglas P. Carstens

Enclosure 1: Letter, CARB, Safer Affordable Fuel-Efficient (SAFE) Vehicles Rule for Model Years 2021-2026 Passenger Cars and Light Trucks – Transportation Conformity Implications, Jun. 17, 2019

ENCLOSURE 1

CALIFORNIA
AIR RESOURCES BOARD

Gavin Newsom, Governor
Jared Blumenfeld, CalEPA Secretary
Mary D. Nichols, Chair

June 17, 2019

Mr. Christopher Lieske
U.S. Environmental Protection Agency
EPA Docket Center (EPA/DC)
EPA West, Room B102
1301 Constitution Avenue NW
Washington, D.C. 20460

Mr. James Tamm
National Highway Traffic Safety Administration
U.S. Department of Transportation
West Building, Ground Floor, Room. W12–140
1200 New Jersey Avenue, SE
Washington, D.C. 20590

Attention: NHTSA Docket ID Nos. NHTSA-2018-0067 and NHTSA-2017-0069
U.S. EPA Docket ID No. EPA–HQ–OAR–2018–0283

RE: Safer Affordable Fuel-Efficient (SAFE) Vehicles Rule for Model Years 2021-2026 Passenger Cars and Light Trucks – Transportation Conformity Implications

Dear Mr. Lieske and Mr. Tamm:

I am writing to ensure that you are aware of the potentially serious consequences if the "Safer Affordable Fuel-Efficient" (SAFE) rule is finalized, including its provisions purporting to preempt California's long-standing zero emission vehicle programs. The United States Environmental Protection Agency (U.S. EPA) and the National Highway Traffic Safety Administration (NHTSA) have indicated they may finalize the rule this summer. That would have serious implications for public health and for transportation infrastructure projects. The rule results in dirtier cars, for years to come; this means that transportation projects that increase use of these cars may often result in greater emissions – and so be in conflict with state and federal air quality goals. These conflicts (referred to as "conformity" issues) may disrupt transportation funding, with large negative consequences for jobs and local governments, as well as undermining California's air quality plans.

Although the California Air Resources Board (CARB) identified many of these issues in its prior comments on the proposed rule,[1] the initial comment period was inadequately short, and many critical analyses were not provided to the public. From continued analysis after the close of the comment period, we have identified additional impacts of the rule and thus are submitting this supplemental comment that is "of central relevance to the rule making" (42 U.S.C. § 7607(d)(4)(B)(i)) to supplement the record. These issues relate to how SAFE finalization will destabilize key transportation and public health planning activities.

Transportation emissions are the lion's share of air pollution in California. This means that transportation *projects* can have substantial effects on air pollution because they can change how much people drive. In general, the dirtier cars are, the more air pollution certain transportation projects can emit over time. Because these projects last for decades, estimating these project-related emissions is important to ensuring air quality plans stay on track.

Accordingly, the federal Clean Air Act links transportation planning and public health through the transportation conformity program, which is intended to ensure that federally funded transportation projects conform to state implementation plans to attain air quality standards. (See 42 U.S.C. § 7506). As you know, these determinations must be based upon "the latest emission estimation model available" (40 C.F.R. § 93.111(a)) and reflect the "most recent planning assumptions in force at the time the conformity analysis begins" (40 C.F.R. § 93.110(a)).

Transportation conformity and state implementation plan (SIP) development in California depend upon a growing share of zero emission vehicles (ZEVs) in the vehicle fleet. This is because, as CARB discussed in its initial comments at length, ZEVs provide meaningful reductions in criteria pollutants, beyond Low Emission Vehicle (LEV) standards, which should be accounted for in emissions and transportation planning. These benefits grow over time as the ZEV regulation (including likely future amendments to that regulation) supports greater ZEV penetration and commercialization in the California fleet; indeed, accelerating commercialization of ZEV technology in both light- and heavy-duty sectors is critical to meeting federal and state air quality mandates and climate goals.

Transportation conformity analyses also are rooted in the growing share of ZEVs within the fleet; without increased ZEV penetration, transportation projects may have greater

[1] See California Air Resources Board, Analysis in Support of Comments of the California Air Resources Board on the Safer Affordable Fuel-Efficient (SAFE) Vehicles Rule for Model Years 2021-2026 Passenger Cars and Light Trucks, pp. 282-293, docket no. EPA-HQ-OAR-2018-0283-5054.

air pollution impacts than currently modeled. Therefore, the California EMissions FACtor (EMFAC) model reflects CARB's Advanced Clean Car (ACC) regulation including the Zero-Emission Vehicle (ZEV) mandate.

U.S. EPA and NHTSA's proposal to preempt CARB's GHG and ZEV regulations jeopardizes attainment of the SIP and conformity for critical transportation projects. This proposal would call into question whether projects and plans set to be implemented can remain in conformity going forward. [2] Certainly, SAFE finalization would call into question how projects may demonstrate conformity because conformity determinations may no longer reflect the latest planning assumptions with regard to ZEV vehicles.

Emissions from transportation dominate California's air pollution mix, so addressing these emissions without the current ZEV rules will raise long-lasting challenges to conformity and SIP planning. Because transportation projects can last decades, marked changes in ZEV penetration rates resulting from SAFE may result in very different emissions impacts from these projects than forecasted earlier in the planning process, especially in later years when ZEV penetration was projected to further increase. Put simply, a highway project that increases vehicle use might be consistent with air quality needs if cars are getting commensurately cleaner; but if cars are no longer moving towards zero emissions, the project will be substantially dirtier, and potentially inconsistent with the air quality plan.

Necessary model updates and SIP revisions alone are complex, and may take years to complete, and transportation projects and air quality planning will be disrupted in the interim. In the longer term, the substantive challenge of addressing increased emissions will be hard to meet. These major consequences threaten to imperil critical infrastructure planning and air quality planning efforts.

This problem will potentially undermine transportation planning as well, including many billions of dollars of projects now in the pipeline, because they may not be able to demonstrate conformity. Projects intended to move freight, improve connectivity, and get people to work may well be disrupted if they can no longer demonstrate they

[2] We note that the conformity model used elsewhere in the country, MOVES, may face similar issues. Unlike EMFAC, which models emissions based on aggregated emissions over drive cycles, MOVES uses Vehicle Specific Power (power per unit mass, or vehicle specific power - VSP) to model criteria emissions where VSP is a function of vehicle aerodynamics, road grade and road load. For example, under MOVES assumptions, higher VSP results in higher emissions. The SAFE rule, which would eliminate the gradual increase in fuel efficiency requirements, will result in vehicles requiring more power to operate which in turn will contribute to higher GHG and possibly criteria emissions. As a result, it might be necessary for U.S. EPA to revisit the MOVES model if the SAFE rule is adopted.

are consistent with air quality needs. This rule will therefore also put substantial pressure on attainment of air quality standards, and likely require revisions to the California SIP, including new measures, if ZEV-related reductions are not assured.[3]

Placing this burden upon the states is in conflict with the Clean Air Act's cooperative federalism framework (see 42 U.S.C. § 7401) and further demonstrates the irrationality of the SAFE proposal. The Regulatory Impact Analysis for SAFE did not consider these impacts; nor did the National Environmental Policy Act (NEPA) documents despite the environmental impacts of changes to major transportation projects; and the agencies did not conduct a federalism consultation with the states per Executive Order 13132 to consider the impacts of affecting critical state/federal transportation projects. All these matters were required to be addressed; instead, the agencies failed to incorporate these issues into their proposal or to seek comment upon them.

SAFE should, therefore, not be finalized. It is arbitrary and inappropriate for the federal agencies to, on the one hand, mandate that the states work hard to attain air quality goals, and to model transportation impacts on those goals based on the latest planning assumptions and, with the other hand, undermine the tools necessary to make progress towards those goals by weakening critical public health protections.[4] You may contact Mr. Kurt Karperos, Deputy Executive Officer, California Air Resources Board, at (916) 322-2739 or kurt.karperos@arb.ca.gov to discuss any of these issues.

Sincerely,

Richard W. Corey
Executive Officer
California Air Resources Board

[3] Accurate modelling is critical to the adequacy of Clean Air Act plans and conformity determinations (See, e.g., *Association of Irritated Residents v. U.S. E.P.A.* (9th Cir. 2012) 686 F.3d 668, 677).

[4] U.S. EPA is proposing many rulemakings which are collectively undermining air quality planning and attainment. CARB has opposed these ill-founded efforts, but their collective impacts, if finalized, will further amplify the damage done by SAFE to the conformity and SIP processes. See, e.g., Comments of the California Air Resources Board on the Advance Notice of Proposed Rulemaking, "Increasing Consistency and Transparency in Considering Costs and Benefits in the Rulemaking Process"; Docket No. EPA—HQ—OA-2018-0107; Comments of the California Air Resources Board Responding to The United States Environmental Protection Agency Request for Comment on Standards of Performance for New Residential Wood Heaters, New Residential Hydronic Heaters and Forced-Air Furnaces: Proposed Amendments, Docket No. EPA-HQ-OAR-2018-0195.

November 8, 2019

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

Via Email: California.Jobs@opr.ca.gov

Dear Chair Nichols,

I am joining with the residents of Inglewood and leading environmental advocates to urge the California Air Resources Board to continue to stand up for the Inglewood community and reject the Los Angeles Clippers' AB 987 application for their proposed basketball arena complex.

Inglewood residents and I are not alone in our stand against this proposal. The Natural Resources Defense Council, Climate Resolve, Public Counsel, and several California Assembly members have also publicly opposed the Clippers' AB 987 application in clear and strong terms.

I have spent decades advocating on behalf of environmental justice in California communities. A close examination of the facts in this case, and hearing from Inglewood residents whose voices are too often ignored, compels me to stand against this project.

The Clippers arena proposal is a too-common example of a community bearing the burden of development in our state without sharing in the benefits. This area of long-standing homes, businesses and apartments will be forced to absorb considerable damage in the form of crippling traffic, elevated pollution, economic displacement and reduced quality of life for an arena that many will not have the means to attend, and which offers the community virtually nothing in return.

When the Clippers sponsored AB 987 last year, they made specific promises to the State, the legislature, and the community to protect Inglewood residents and the environment in exchange for receiving the privilege of fast-tracked environmental review for their arena project. However, their proposal falls far short of meeting these requirements and does not merit your support.

This massive new arena complex would be built immediately next to a residential neighborhood in Inglewood and inflict significant, long-term environmental and health damage on the area, including increased air pollution, traffic congestion, greenhouse gas emissions, and other hazards, while not doing nearly enough to mitigate the damage.

Designed with virtually no community involvement or engagement, the project would become the third major venue in just one mile and bring an estimated 4 million new cars per year to an area without

adequate public transit or parking. As CARB's extensive research has conclusively shown, tailpipe emissions are linked directly to asthma and other ailments, especially among children and the elderly.

The project also falls far short of AB 987's high standards for greenhouse gas (GHG) mitigation, relying on unrealistic assumptions and baseless claims. I am especially concerned about the application's reliance on "market shift," a dubious theory that credits the Clippers with GHG savings by assuming that other venues in the region will go underused simply because an event is being held at the Clippers arena. Not only does "market shift" violate common sense and empirical data, it would set an alarming environmental precedent, opening the floodgates for other baseless claims of GHG reductions from future projects.

Last month, Gov. Newsom called for this project to fully meet the statutory criteria of AB 987 "both in letter and in spirit," and reaffirmed his commitment to "holding project sponsors to California's high standards for environment benefits and mitigation…." We make the same request today. We ask that you continue honoring your role as a guardian of California's environment and its communities, and deny this application.

Sincerely,

Barbara Boxer

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November 26, 2019

Mr. Shannon Hatcher, Air Pollution Specialist
California Air Resources Board
1001 I Street
P.O. Box 2815
Sacramento, CA 95812

Ms. Kate Gordon, Director
Office of Planning and Research
1400 10th Street
Sacramento, CA 95814

Re: Inglewood Basketball and Entertainment Center Project – Response to the Supplement to the GHG Emissions Commitment Letter (Clearing House Tracking No. 2018021056)

Dear Mr. Hatcher and Ms. Gordon:

We are writing on behalf of MSG Forum, LLC in response to the Clippers' "Supplement to the GHG Emissions Commitment Letter" submitted on November 18, 2019.

This is the Clippers' fifth submission regarding its application for certification under AB 987. The piecemeal fashion in which the Clippers have proceeded makes their entire proposal largely unintelligible and makes it very difficult to determine compliance with AB 987. So that the public can understand what the Clippers propose as to GHG emissions, the Clippers should submit a single, comprehensive revised application. Anything less leaves the public and ARB guessing at what the Clippers actually propose.

Regarding the November 18 submission, the Clippers still do not get it right.

First, the Clippers continue to rely on their flawed "market shift" and "backfilling" theories to claim the arena project is net neutral for GHG emissions. For all the reasons we have outlined previously, these theories are without analytic support, run contrary to ARB methodology and ARB should not accept them. If ARB endorses the Clippers' theories through approval of their application, ARB's programs to reduce GHGs from development activities is in serious trouble. The accepted ARB methodology and the math in this matter should be simple.

The Clippers estimate that the project's GHG emissions are 568,185 MT CO_2e.[1] They have claimed credit for the 40,902 MT CO_2e from permanently demolishing buildings on the arena site. AB 987 requires the Clippers to offset the difference (527,283 MT CO_2e) and achieve half of those reductions (263,641 MT CO_2e) through local measures. The math is that simple.

Second, the Clippers do not offset 50% of their GHG emissions (263,641 MT CO_2e) locally. The Clippers are thereby cheating the Inglewood community out of the co-benefits from the reduction in criteria pollutants and toxic air contaminants that AB 987 is intended to provide. As ARB has recognized, those benefits are critical. For example, at the ARB Board meeting on November 21, ARB staff presented on the health effects of particulate matter exposure. The many health risks from particulate matter, including from brake and tire wear and ultra-fine particulate matter, are exactly those AB 987 sought to target in requiring real, meaningful local offsets. These health impacts will occur in the low income community that is next to the proposed arena and its parking. Even if one accepts the efficacy of the Clippers' Transportation Demand Program (which we submit is fictional at best), the Clippers still shortchange the local community out of at least 100,000 MT CO_2e of local reductions.

Third, the Clippers' supplemental "commitment" does not bring them close to meeting the required GHG emission reductions. The Clippers' November 18 submission proposes installing 1,000 residential electric vehicle ("EV") chargers. (The residents must first purchase an EV.) This proposal is inadequate for several reasons.

- The Clippers offer no support for assuming an EV charger incentivizes *anyone* to purchase an EV.

- The Clippers take full credit for the reduction in GHG emissions associated with the switch from a gas-powered car to an EV. The Clippers analysis requires ARB to conclude that a free EV charger is the *sole* reason someone decided to purchase an EV because the Clippers take 100% credit for the EV's reductions. The Clippers provide no independent study or analysis for this conclusion and we are aware of none. To the contrary, ARB-commissioned studies and other published reports demonstrate that an EV charger is unlikely to be a significant factor in the decision to purchase an EV.

- The Clippers ignore that residential EV charger rebates *already exist*.

The Clippers' assumptions almost certainly overstate *by more than 2,000%* the GHG emissions avoided. The scientific evidence shows that even applying the most generous assumptions to the Clippers' proposal ***only about 5% of free EV residential charging stations would result in a new EV being purchased above baseline conditions***. Other erroneous assumptions lead to an even greater inflation of the purported benefits.

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[1] We have previously commented that this estimate likely is understated. In addition, in light of the ARB directive of November 20, 2019, the total GHG emission must be recalculated as discussed further in Section III.B.

As of last year, with existing rebate programs in place, Inglewood's EV ownership was 169 vehicles. There is no reason to think that an offer to install 250 EV chargers per year for the next four years will make any meaningful difference in EV ownership in Inglewood and its undefined "surrounding communities." This proposal, like the Clippers' TDM program and other "local" measures, is illusory. ARB should not accept it.

Fourth, the Clippers propose to eliminate ARB from having any role in verifying the Clippers' predictions. This comes only 12 days after they took the position that ARB should play a critical role in the verification process. AB 987 requires the Clippers to establish ***now*** that the project will be net zero for GHG emissions. Even if ARB approves the Clippers' guesswork about "market shift" and "backfill," ARB must verify actual reductions annually to ensure compliance with AB 987.

The Clippers assert that the forecasted emission reductions from the installation of EV chargers more than covers the maximum amount of emissions from backfilled events. But this, just like the entire "market shift" theory, is also a guess. What the Clippers are presenting again is a claim for credits based on an assumption on an assumption without any scientific basis. Just as ARB should not accept "market shift" theory, ARB should not accept illusory and unsupported assumptions regarding the EV charger program, particularly where the Clippers' analysis runs counter to ARB and other scientific studies. And even if it did accept them, ARB must verify these "hypotheses" with the processes outlined in our November 9 letter.

I. THE CLIPPERS' CONTINUED EFFORTS TO ESTABLISH THAT THEIR PROJECT IS NET ZERO FURTHER CONFUSE THE ISSUES

This is the Clippers' fifth attempt to explain their GHG emissions reduction program. Their analysis is now contained in over the five separate submittals. It is hard to know what the Clippers are even proposing and their November 18 submittal does not provide any assistance. In fact, it muddies the water even further.

On January 3, 2019, the Clippers submitted their initial application for certification under AB 987. Our February 1 letter (and many other commenters) outlined the numerous problems with the application, including the Clippers' use of a baseline emission theory that ARB had never accepted before. We advised that the acceptance of the Clippers' theory would mean that the Clippers would avert their responsibility to mitigate more than 300,000 MT CO_2e of GHG emissions.

Four months later, the Clippers veered even further from a coherent analysis of GHG and air quality emissions with a "Supplemental Submittal" along with "Replies to Correspondence." These documents tried to explain the errors in the Clippers' initial submission. Instead of fixing the problems with their initial submission, the Clippers doubled down, providing admittedly unreliable market studies to support their unprecedented baseline analysis – studies whose authors said not to rely on them. Additionally, the Clippers increased their projected emissions up by more than 100,000 MT CO_2e, but only increased their "net" emissions up by about 50,000 MT CO_2e. Our June 28th letter explained why these studies should not be trusted and why

acceptance of the "market-shift" theory would move ARB from a bright-line standard to one that encourages mischief at every level by every applicant in every GHG and air emissions study.

Because it was clear that the application was still causing confusion, in August 2019, the Clippers submitted an "Application Information Summary." This "summary" appears to have been a 12-page attempt to clarify their earlier submissions. This clarification made nothing clearer. The Clippers were still relying on a fundamentally flawed theory for its baseline emissions calculation. Our September 4th letter showed why the Clippers methodology was contrary to ARB's standards and to other AB 900 applications.

On November 2, the Clippers submitted a "GHG Emissions Commitment Letter." (The Clippers stated in their letter that there is an agreement with ARB on their program. We have asked for a copy of such agreement and were told by OPR staff that they did not have one. If there is an agreement, we respectfully request that it be posted for public review and comment.) The November 2 letter was in response to ARB's request to address the issues with the baseline emissions theory on which the Clippers rely. In this fourth attempt at meeting the criteria under AB 987, the Clippers admit that they still had come up about 15,000 MT CO_2e short of their own artificially calculated, low offset requirement. Our November 9 letter explained that this claimed shortfall is in fact significantly underestimated and why their new analysis did not fix the problems with the baseline. As we noted, the Clippers created assumptions that confused the picture further and proposed new mitigation that was not local and overstated its efficacy.

Now the Clippers propose an "Electric Vehicle Home Charger Program Commitment" that that they claim "exceeds the additional 15,563 MT CO_2e of GHG Emissions reductions that would be necessary under the hypothetical 100% backfill scenario from local direct measures that have not already specifically been committed to pursuant to the Commitment Letter." For the reasons more fully outlined below, this is a baseless conclusion. The premise that the Clippers are only 15,563 MT CO_2e short from meeting AB 987's requirements is faulty. Further, the Clippers provide no evidence that their program to offer 1,000 EV chargers will actually result in more than a small fraction of even their artificially low estimated GHG reductions.

II. THE CLIPPERS OFFER MINIMAL REAL LOCAL REDUCTION MEASURES; AB 987 LISTS THEM OUT FOR THE CLIPPERS

AB 987 requires 50% of the project's GHG emission offsets be local. The reason the legislature required this was because of the importance of the health co-benefits of localized reductions. AB 987 includes an exhaustive list of both on-site and off-site local measures. However, except for the questionable LEED credits and the Clippers' ineffective TDM program that relies on shuttle buses running to and from train stations distant from the project site, the Clippers fail to meaningfully implement any of the other measures AB 987 defines as local.

AB 987 Suggested Local Reduction Measure	Have the Clippers implemented this measure?
Providing onsite renewable energy generation, including a solar roof on the arena with a minimum peak generation capacity of 500 kilowatts	No.
Providing onsite renewable energy generation, including a solar roof on the arena with a minimum peak generation capacity of 500 kilowatts	No.
Providing solar-ready roofs	No.
Temporarily expanding the capacity of a public transit line, as appropriate, to serve arena events	No.
Paying its fair share of the cost of measures that expand the capacity of public transit, if appropriate, that is used by spectators attending arena events	No.
Funding of an off-site mitigation project consisting of replacing buses, trolleys, or other transit vehicles with zero-emission vehicles	*Clippers have only committed to purchasing 10 zero-emission vehicles for Inglewood (which already has been implementing a program to replace its fleet).*
Providing off-site safety or other improvements for bicycles, pedestrians, and transit connections	No.
Providing zero-emission transit buses to serve arena events and to meet other local transit needs, including senior and public school transportation services	*Clippers have only committed to purchasing 2 shuttles.*
Undertaking or funding building retrofits to improve the energy efficiency of existing buildings	No.

The "local" measures the Clippers claim beyond the TDM program are limited to (i) buying renewable energy credits and (ii) a waste diversion measure. As discussed in our letter dated November 9, these are not meaningful local measures, as most of the GHG reductions occur far from Inglewood. Most of any co-benefits associated with a reduction in these GHG emissions principally will not occur in Inglewood.

In a recent comment letter on a project that is a fraction of the size of the Clippers arena project, ARB stated that "protecting local communities from the harmful effects of air pollution" is a priority for the State of California.[2] How could ARB then certify the Clippers' project as an Environmental Leadership Development Project? The Inglewood community adjacent to the arena is a Disadvantaged Community. The pollution burdens are high for many of the Inglewood neighborhoods. Residents' homes are next door to the arena and parking structures. The Clippers' project will add thousands of daily vehicle trips compared with just 357 vehicle trips for the other project and will result in orders of magnitude more pollution to the Inglewood community. ARB should require the Clippers to provide real, meaningful local emissions reductions, as AB 987 requires.

III. THE PROPOSED EV CHARGER PROGRAM WILL NOT ACHIEVE THE PROJECTED REDUCTIONS

While we appreciate the local benefits that EV charging stations may provide, the Clippers' proposal dramatically overstates the actual emissions reductions that would ever be achieved here.

The Clippers state that they will "implement a program to cover 100% of the cost of purchasing and installing 1,000 [EV] chargers for residential use in local communities near the Project site." The program's goal is to see 1,000 homes convert from a gasoline-powered vehicle to an EV. The Clippers fail to state what "local communities" qualify and fail to provide any science based analysis for their assumptions.

The Clippers' analysis implies that the availability of a free EV charger will lead to the purchase of an EV. The analysis then credits the Clippers' installation of an EV charger with the entire GHG reductions associated with that new EV. This is directly counter to an ARB-commissioned study that has been substantiated by other published reports.

Moreover, the South Coast AQMD already offers a $500 rebate for low income residents in the City of Inglewood. This existing rebate likely further dampens any marginal benefit from the Clippers' proposal. The scientific evidence shows that even applying the most generous assumptions to the Clippers' proposal, only about 5% of free EV charging stations would result in a new EV being purchased above baseline conditions. On top of this, the Clippers' further assumptions are unsupported and lead to an even greater inflation of supposed benefits.

The take away? Instead of achieving 19,487 MT CO_2e reductions as the Clippers purport, the Clippers' proposal will likely result in 804 MT CO_2e of actual reductions.

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[2] ARB, Comment Letter on the Bridge Point South Bay II Project Initial Study and Mitigated Negative Declaration, November 25, 2019, attached as Attachment A.

A. A Residential EV Charger Does Not Equate to a New Electric Vehicle Above Baseline Conditions – Far From It

The Clippers' letter never explains why offering a free residential EV charger would incentivize a resident to purchase an EV.

Research shows that the predictors for EV sales in the US "are incentives such as High Occupancy Vehicle (HOV) lane access and environmentalism (Diamond 2008, Diamond 2009), federal tax credits (Jenn et al 2013), state level sales tax waivers, gasoline price, income and age (Gallagher and Muehlegger 2011) .... In addition to these factors, for [EVs], the availability of public charging is identified as necessary to increase adoption (Zhou et al 2016)."[3] EV home chargers are not considered to be significant barriers to entry. However, the Clippers conclude, without any justification, that offering 1,000 EV home chargers will result in almost 20,000 MT CO_2e reductions. Common sense and data from published literature easily rebukes this unsupported position.

As a threshold matter, while an EV charger is a necessary component to owning an EV, it is not the most critical barrier to EV market growth. All new EVs come with a free charger that can be plugged into a standard socket. What the Clippers are presumably offering, but never state, is the ability to upgrade to a Level 2 charger, which allows for faster charging time. While a faster charge is likely preferable in some cases, many residential users charge their EV overnight, which limits the need for higher-speed charge. The marginal difference in value between a standard charger and a Level 2 charger for a typical residential EV owner is likely modest.

In addition, since September 2015, the SCAQMD has offered up to $500 in incentives for residential EV chargers to low income residents of the City of Inglewood. The Clippers never address that they are targeting the same audience that already has the benefit of a long existing rebate program.

Tellingly, the SCAQMD rebate program demonstrates that a rebate program does not incentivize people to purchase EVs at any rate close to what the Clippers assume. As of October 1, 2018, there were only 169 EVs registered in Inglewood. Therefore, even assuming a hypothetical that prior to 2015 there were zero EVs registered in Inglewood, an existing rebate for EV chargers could have only theoretically incentivized 169 EV purchases over a three year period, or approximately 50 EV purchases a year. In contrast, the Clippers are assuming that their program will incentivize 250 EV purchases per year. Again, even this hypothetical is based on the flawed assumption that an incentive for an accessory to a car that is not even required to use the car is the sole reason someone will buy an EV.

The low rate of EV ownership in Inglewood is more likely a result of the income-level of Inglewood residents. In the census tracts directly surrounding the arena (i.e. those that stand to be hurt the most from the pollution caused by the arena), the median household incomes range

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[3] Easwaran Narassimhan and Caley Johnson 2018 Environ. Res. Lett. 13 074032, available at https://iopscience.iop.org/article/10.1088/1748-9326/aad0f8/pdf.

from $26,488 - $32,939.[4] A new EV costs at least $20,000 - $30,000[5] and an ARB-commissioned study shows the average household income of buyers of new and used EVs is, at a minimum, $100,000.[6]

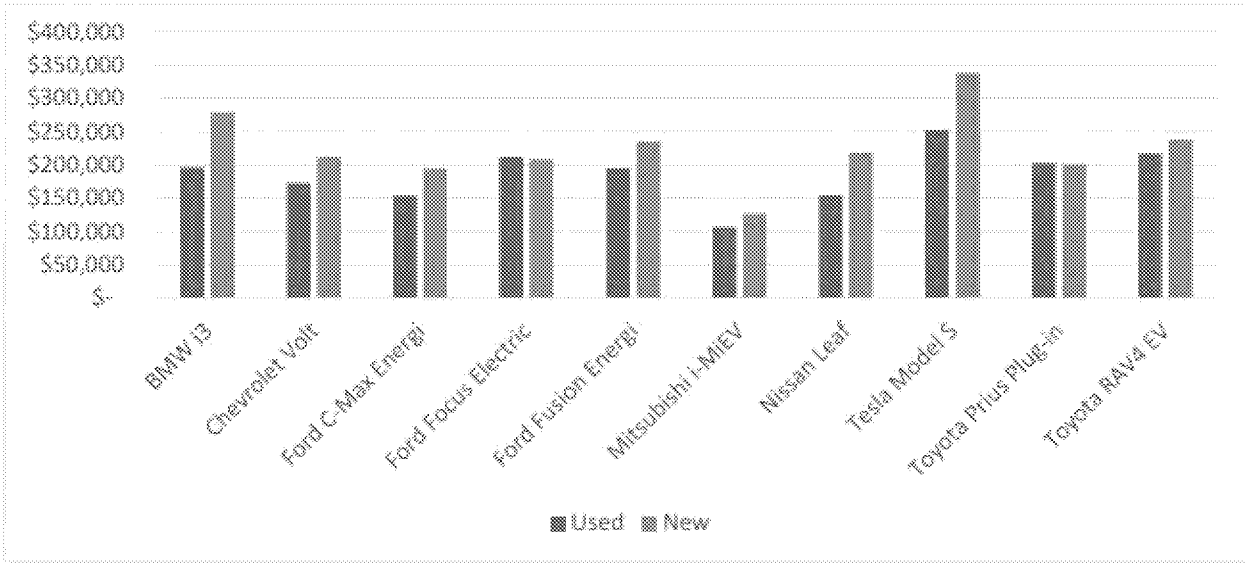

Figure 2—7: Average household income of buyers of new and used PEVs

It is doubtful the sole reason that anyone would actually purchase an EV would be because they receive a free Level 2 EV charger. Although new EVs come with a free standard charger, for owners that wish to achieve faster chargers, the average cost of installing a standard, 240V EV Level 2 charging station ranges from $1,100-$1,200. This figure includes the price of the charger as well as the labor charge for installation at home.[7] Essentially, the value that the Clippers would provide to a home is a $1,100 incentive to convert to an EV by allowing faster chargers than a standard charger. It is unrealistic to claim that the incentive offered from one free upgraded EV charger would be enough to make someone convert to driving an EV. Published studies show it is not.

In a 2017 ARB-commissioned study entitled "Factors Affecting Plug-In Electric Vehicle Sales in California," researchers from UCLA examined the effects of various rebates offered for

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[4] Census Data, available at: https://www.census.gov/censusexplorer/censusexplorer.html.

[5] How much do electric cars cost? Available at https://www.energysage.com/electric-vehicles/costs-and-benefits-evs/electric-car-cost/.

[6] UC Davis, The Dynamics of Plug-in Electric Vehicles in the Secondary Market and Their Implications for Vehicle Demand, Durability, and Emissions, prepared for ARB (April 13, 2018), available at https://ww3.arb.ca.gov/research/apr/past/14-316.pdf.

[7] FIXR. Home Electric Vehicle Charging Station Cost. Available at: https://www.fixr.com/costs/home-electric-vehicle-charging-station. Accessed: November 2019.

the purchase of an EV. The study found that the California rebate, with a weighted value across both full electric and plug-in hybrids of $1,838, induced a 7% increase in EV sales.[8]

This ARB-commissioned study is consistent with other published studies. In a 2013 study, researchers from Carnegie Mellon University concluded that for hybrid EVs, sales increase by 0.0046% per dollar of incentive, on average, but only if the incentive is more than $1000.[9]

A 2015 study conducted by the National Renewable Energy Laboratory ("NREL") addressed the relationship between EV incentives and purchases. The goal of this study was to analyze the effects of various incentives offered in different states on the increase in EV sales. According to the results of the report, it was found that incentive or rebate programs offered on average between a -0.2% change and a 3.3% change in EV adoption (referred to as "impact") per $1,000 of incentive. The report also dissected the results in several states which offered varying incentive/rebate values. For example, for Maryland, a state with nearly two million households and a maximum incentive of $1,000, the report was only able to attribute 17-86 EV purchases to the incentive program.[10,11]

Applying the conclusions from the relevant studies to this situation, the UCLA study would expect the Clippers program to induce an approximately 4% increase in EVs[12], the Carnegie Mellon study would predict it would induce about 5% increased EV sales[13], and the NREL study would predict, at best, the program would induce a 3.3% increase in EV sales. Therefore, the best case scenario for the Clippers is that their EV charger program will induce an approximately 5% increase in EV sales.

Without explanation, the Clippers take credit for 100% of the emissions reductions associated with 1,000 EV purchases. However, the literature shows that at best, 5% of those 1,000 new EVs would be purchased because of their EV charging program. So, for every 1,000 chargers the Clippers provide, the Clippers could only take credit for emissions reductions

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[8] UCLA, Factors Affecting Plug-In Electric Vehicle Sales in California, Prepared for ARB (May 23, 2017), available at https://ww3.arb.ca.gov/research/apr/past/13-303.pdf.

[9] Azevedo, Ferreira, and Jenn, The impact of federal incentives on the adoption of hybrid electric vehicles in the United States (2013), available at https://cedmcenter.org/wp-content/uploads/2017/10/The-impact-of-federal-incentives-on-the-adoption-of-hybrid-electric-vehicles-in-the-United-States.pdf.

10 Clinton et. Al. National Renewable Energy Laboratory. February 2015. Impact of Direct Financial Incentives in the Emerging Battery Electric Vehicle Market: A Preliminary Analysis. Available at: https://www.nrel.gov/docs/fy15osti/63263.pdf. Accessed: November 2019.

11 U.S. Census Bureau. 2000. Maryland Census Data: Households & Families. Available at: http://www.census-charts.com/HF/Maryland.html. Accessed: November 2019.

[12] $1,100/$1,838 = 60%. 7% x 60% = 4%.

[13] .0046% x $1,100 = 5.06%.

associated with 50 of those vehicles. Instead of 19,487 MT CO_2e reductions that the Clippers claim, a more accurate assessment of the GHG emissions avoided due to the EV chargers is 975 MT CO_2e before other corrections, as noted below.

Total Net GHG Emissions Reductions					
Year of Installation	Clippers' Claimed Reductions per EV Charging Unit (MT CO_2e)	Corrected (5%) Reductions per EV Charging Unit (MT CO_2e)	Number of EV Charging Units	Clippers' Claimed Total Net Reductions (MT CO_2e)	Corrected Total Net Reductions (MT CO_2e)
2021	20.173	1.01	250	5,043	252.5
2022	19.667	.98	250	4,917	245
2023	19.233	.96	250	4,808	240
2024	18.874	.94	250	4,719	237.5
Total			**1,000**	**19,487**	**975**[14]

B. The Clippers' Improper Assumptions

In addition to the flawed logic upon which the entire program rests, the Clippers make additional errors in their analysis that further inflates the expected GHG mitigation.

First, the Clippers assume the vehicles are operated for 347 days per year. This is an inflated figure. There are typically 250 working days in year, with potentially up to 30 other days where people are on vacation or holiday. Accounting for non-work days, vacation days, and other factors, it is more reasonable to assume that the EV would be used for 220 days per year as opposed to 347 days. The point is the Clippers have not supported the assumption that EVs would be used 347 days. Should the vehicle days of operation per year be less than 347 days per year, which is a reasonable assumption, the annual VMT reductions and the GHG emissions reductions presented in Exhibit A of the Clippers' letter would be overestimated.

Second, the Clippers assume that VMT remains constant from 2021 to 2033. However, based on data from EMFAC 2017 for calendar year 2033, average daily VMT is projected to decrease to 34.48 in 2033, a 12% reduction from the value assumed in the calculations. Therefore, the current calculations overestimate net GHG reductions in future years. The

[14] Note that this number is still inflated because of the improper assumptions discussed in Section III.B below.

applicant should account for declining VMTs in future years when estimating net GHG emissions reductions.

Taking these two errors into account, in addition to the errors outlined above, results in a dramatic reduction in mitigated GHG emissions, even when one assumes the EV is used 300 days per year.

Summary of GHG Emission Reductions from Inglewood EV Home Charging Program				
	MT CO_2e Reduced Original[1]	**MT CO_2e Reduced** Program Participation Adjustment[2]	**MT CO_2e Reduced** Annual Operational Days Adjustment[3]	**MT CO_2e Reduced** Vehicle Miles Traveled Adjustment[4]
2021-2030 emissions reductions from residential EV charging units installed in 2021	5,043	252	218	207
2022-2031 emissions reductions from residential EV charging units installed in 2022	4,916	246	213	217
2023-2032 emissions reductions from residential EV charging unit installed in 2023	4,809	240	208	193
2024-2033 emissions reductions from residential EV charging unit installed in 2024	4,720	236	204	187
Total 2021-2033 emissions reductions achieved from all residential EV charging units	**19,488**	**974**	**842**	**804**
% Change from Original Calculations	**0%**	**-95%**	**-95.7%**	**-96%**

Notes:
[1] Emission calculations provided by the Clippers. Clippers assumed that EV owners will use their home chargers 347 days per year (annual operational days).
[2] Emission calculations provided by the Clippers were adjusted to more accurately reflect the true new EV purchaser participation based on economic studies that this is an incentive program.
[3] Emissions calculations provided by the Clippers were recalculated with a revised assumption of 300 annual operational days and the updated EV purchaser participation.
[4] Emission calculations provided by the Clippers were recalculated with revised vehicle miles traveled (VMT) numbers from EMFAC2017, a revised assumption of 300 annual operational days, and the updated EV purchaser participation. The Clippers' original calculations assumed that VMT would stay the same from 2021 to 2023. EMFAC2017 numbers show that VMT changes by year.

As this table shows, after correcting the Clippers' (i) premise (5% inducement versus 100%), (ii) faulty assumption regarding operational days, and (iii) failure to reduce VMTs over time, the Clippers' program offers only 804 MT CO_2e in reductions, only 4% of what is claimed in their November 18 letter.

Critically, in addition to fixing these errors, the Clippers must adjust their entire GHG model to account for the Federal SAFE rule that revokes California's authority to set its own GHG emissions standards for vehicles. ARB, recognizing that the SAFE rule will lead to increased emissions, has already released off-model adjustment factors for EMFAC 2014 and EMFAC 2017 for criteria pollutant estimates.[15] GHG emissions are also likely to increase due to the SAFE rule. Therefore, the Clippers' entire GHG analysis, which relies on EMFAC 2017 factors, is out-of-date and needs to be recalculated to take these changes into account.

IV. THE ELIMINATION OF THE VERIFICATION PROGRAM IS IMPROPER

AB 987 requires the Clippers to prove now, in advance of obtaining certification, that they will achieve net zero GHGs and real local reductions. Recognizing that their entire GHG reduction program is based on guesses as to what will happen in the future, the Clippers offered a "verification program" to ARB two weeks ago to try to kick the proverbial can down the road. This latest submission has not changed the fact that the entire application is based on guesses. Guesses as to how many events will "market-shift." Guesses as to what the GHG emissions of those "market-shifted" events will be. Guesses as to the GHG emissions of the "backfilled" events.

The Clippers now further guess as to how many people will purchase an EV because of their EV charger program that is completely at odds with established scientific evidence, including ARB studies. The November 18 submission does not obviate the need for a verification program. If anything, it confirms why one would be necessary if ARB were to accept the Clippers' faulty analyses—which it should not.

* * * *

We appreciate your attention to this matter. If you have any questions, please do not hesitate to call me at 213-891-7540.

Very truly yours,

s/ Maria Pilar Hoye
Maria Pilar Hoye
of LATHAM & WATKINS LLP

[15] CARB, EMFAC Off-Model Adjustment Factors to Account for the SAFE Vehicle Rule Part One, November 20, 2019, available at https://ww3.arb.ca.gov/msei/emfac_off_model_adjustment_factors_final_draft.pdf.

cc: Mary D. Nichols, Chairwoman, California Air Resources Board
Richard Corey, Executive Director, Air Resources Board
Steven Cliff, Executive Office, Air Resources Board

Attachment A

November 25, 2019

Erica Gutierrez
Department of Regional Planning
County of Los Angeles
320 West Temple Street
Los Angeles, California 90012

Dear Erica Gutierrez:

Thank you for providing California Air Resources Board (CARB) staff with the opportunity to comment on the Bridge Point South Bay II Project (Project) Initial Study and Mitigated Negative Declaration (IS/MND), State Clearinghouse No. 2019099067. The Project consists of the construction and operation of a 203,877 square-foot warehouse building, which includes 10,000 square feet of office space. Once in operation, the Project is projected to introduce an additional 357 total vehicle trips daily, including 283 daily passenger vehicle trips, and 74 daily heavy-duty truck trips. The Project is located within an unincorporated area of Los Angeles County (County), which is the lead agency for California Environmental Quality Act (CEQA) purposes.

Freight facilities, such as warehouse and distribution facilities, can result in high daily volumes of heavy-duty diesel truck traffic and operation of on-site equipment (e.g., forklifts, yard tractors, etc.) that emit toxic diesel emissions and contribute to regional air pollution and global climate change. CARB staff has reviewed the IS/MND and is concerned about the air pollution impacts that would result should the County approve the Project.

I. The Project Would Expose Disadvantaged Communities to Elevated Air Pollution

The Project, if approved, will expose nearby disadvantaged communities to elevated air pollution. Residences are located north, south, east, and west of the Project. The closest residences are located approximately 70 feet from the Project's southern boundary. In addition to residences, two schools (Van Deene Avenue Elementary School and Halldale Elementary School) and four daycare centers (Zhou Family Daycare, Learn N' Play Daycare, Night and Weekend Child Care, and Harbor-UCLA KinderCare) are located within 1 mile of the Project. The community is surrounded by existing toxic diesel particulate matter (diesel PM) emission sources, which include existing warehouses and vehicular traffic along Interstate 110 (I-110) and Interstate 405 (I-405). Due to the Project's proximity to residences, schools, and daycare centers already disproportionately burdened by multiple sources of air pollution, CARB staff is

concerned with the potential cumulative health impacts associated with the construction and operation of the Project.

The State of California has placed additional emphasis on protecting local communities from the harmful effects of air pollution through the passage of Assembly Bill 617 (AB 617) (Garcia, Chapter 136, Statutes of 2017). AB 617 is a significant piece of air quality legislation that highlights the need for further emission reductions in communities with high exposure burdens, like those in which the Project is located. Diesel PM emissions generated during the construction and operation of the Project would negatively impact the community, which is already disproportionally impacted by air pollution from existing freight facilities and vehicular traffic along I-110 and I-405.

Through its authority under Health and Safety Code, section 39711, the California Environmental Protection Agency (CalEPA) is charged with the duty to identify disadvantaged communities. CalEPA bases its identification of these communities on geographic, socioeconomic, public health, and environmental hazard criteria (Health and Safety Code, section 39711, subsection (a)). In this capacity, CalEPA currently defines a disadvantaged community, from an environmental hazard and socioeconomic standpoint, as a community that scores within the top 25 percent of the census tracts, as analyzed by the California Communities Environmental Health Screening Tool Version 3.0 (CalEnviroScreen). CalEnviroScreen uses a screening methodology to help identify California communities currently disproportionately burdened by multiple sources of pollution. The census tract containing the Project is within the top 1 percent for Pollution Burden[1] and is therefore considered a disadvantaged community. CARB staff urges the County to ensure that the Project does not adversely impact neighboring disadvantaged communities.

II. The IS/MND Did Not Model Mobile Air Pollutant Emissions Using CARB's 2017 Emission Factor Model (EMFAC2017)

The Project's air quality and health impacts were modeled using mobile emission factors obtained from CARB's 2014 Emission Factors model (EMFAC2014). Project-related air pollutant emissions from mobile sources should be modeled using CARB's latest EMFAC2017. One of the many updates made to EMFAC included an update to the model's heavy-duty emission rates and idling emission factors, which results in higher PM emissions as compared to EMFAC2014. Since EMFAC2017 generally shows higher emissions of particulate matter from trucks than EMFAC2014, the Project's mobile source NO_x and diesel PM emissions are likely underestimated. CARB staff urges the applicant and County to model and report the Project's air pollution emissions from mobile sources using emission factors found in CARB's latest EMFAC2017.

[1] Pollution Burden represents the potential exposures to pollutants and the adverse environmental conditions caused by pollution.

III. It is Unclear Whether the Proposed Warehouse Building would be Used for Cold Storage

The Project's description explicitly states that the proposed warehouse will not include cold storage. However, according to the Project's health risk assessment (HRA) (see Appendix B of the IS/MND), 20 percent of the total trucks visiting the Project would have operational transport refrigeration units (TRU).[2] This seems to imply that refrigerated goods can be stored on-site.

CARB staff urges the applicant and County to revise the IS/MND to clearly define the use of the proposed warehouse. The Project's description should clearly define the Project so the public can fully understand the potential environmental effects of the Project on their communities.

If the Project will not be used for cold storage, as presently stated in the Project's description, CARB staff urges the County to either include in the IS/MND:

- A Project design measure requiring contractual language in tenant lease agreements that prohibits tenants from operating TRUs within the Project site; or

- A condition requiring a restrictive covenant over the parcel that prohibits the applicant's use of TRUs on the property unless the applicant seeks and receives an amendment to its conditional use permit allowing such use.

If the County does allow TRUs within the Project site, CARB staff urges the County to incorporate in the Final EIR and associated HRA the operational emission reduction measures outlined in Attachment A.

IV. The IS/MND Does Not Adequately Analyze Potential Air Quality Impacts from the Project's Transport Refrigeration Units

Although the stand-alone HRA prepared for the Project evaluated cancer risks from on-site TRUs, the applicant and County did not model and report air pollutant emissions from TRUs in the IS/MND. The air pollutant emission estimates, found in Table 3-6 (Operational Regional Criteria Pollutant Emissions) of the IS/MND, were modeled using the California Emission Estimator Model (CalEEMod). Although CalEEMod can estimate air pollutant emissions from area, energy, and mobile sources, the current version of CalEEMod does not account for air pollutant emissions from TRUs. If the Project will be used for cold storage, which is unclear in the current draft of the IS/MND, CARB staff urges the applicant and County to model and report the Project's air pollution emissions from TRUs in a recirculated IS/MND. Air pollutant emissions from TRUs should reflect CARB's latest emission factors assuming a conservative

[2] TRUs are refrigeration systems powered by integral diesel engines that protect perishable goods during transport in an insulated truck and trailer vans, rail cars, and domestic shipping containers.

percentage of the Project's truck fleet is equipped with TRUs, as well as a conservative idling duration for each TRU.

V. The Health Risk Assessment Used Inappropriate Assumptions when Modeling the Project's Health Risk Impacts from On-Site Transport Refrigeration Units

CARB staff has reviewed the Project's HRA and has concerns regarding the emission factors and idling duration assumptions used to estimate the Project's health impacts. In the HRA, the applicant and County assumed that all TRUs visiting the Project site would be 34-horsepower (hp) units and would not idle longer than 30 minutes. TRUs with a power rating of less than 25 hp have a higher air pollutant emission rate (0.3 grams per brake horsepower-hour (g/bhp-hr)) than those greater than 25 hp (0.02 g/bhp-hr). Data obtained by CARB staff indicates that TRUs can operate for as long as two hours per visit, which is well above the 30-minute duration assumed in the HRA. Unless the applicant and County prohibit TRUs with a power rating of less than 25 hp from accessing the site or restrict idling times to less than 30 minutes, the Project's HRA should be revised. The revised HRA should assume a conservative percentage of the TRUs entering the Project site have a power rating of less than 25 hp and a TRU idling duration legitimized by substantial evidence. If the results of the revised HRA show new significant health impacts, the IS/MND should be revised and recirculated for public review.

VI. Conclusion

Lead agencies may only adopt mitigated negative declarations if the "initial study shows that there is no substantial evidence, in light of the whole record before the agency that the project, as revised, may have a significant effect on the environment" (14 CCR section 15070(b)(2)). Based on the comments provided above, CARB staff is concerned that the County's current IS/MND does not meet this threshold.

As it stands, the IS/MND does not meet the bare legal minimum of serving as an adequate informational document relative to informing decision makers and the public that there is no substantial evidence[3] in the record that the Project, as revised, may have a significant effect on the environment (see Sierra Club v. County of Fresno (2018) 6 Cal.5th 502, 520). CARB staff believes that there would be substantial evidence in the record to find that the Project may have a significant effect on the environment if the air quality and health impact analysis: 1) used EMFAC2017 to better estimate the Project's mobile source diesel PM and NO_x emissions; 2) clearly defined the use of the proposed warehouse in the Project's description; and 3) adequately analyzed potential air quality impacts from the Project's TRUs. In this event, the County

[3] "Substantial evidence" is defined, in part, as "enough relevant information and reasonable information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached. Substantial evidence shall include facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts."

would be required to prepare a full Environmental Impact Report (EIR) for the Project under the "fair argument" standard (See No Oil, Inc. v. City of Los Angeles (1974) 13 Cal.3d 68, 83).[4]

CARB staff recommends that the County revise the air quality section and the HRA for the Project, and recirculate the IS/MND for public review. Should the updated and recirculated IS/MND find, after adequately addressing informational deficiencies noted in this letter, that there is substantial evidence in the record to support a fair argument that the Project may have a significant effect on the environment, the County must prepare and circulate a draft EIR for public review, as required under CEQA.

In addition to the concerns listed above, CARB staff encourages the applicant and County to implement the measures listed in Attachment A of this comment letter in order to reduce the Project's construction and operational air pollution emissions. CARB staff appreciates the opportunity to comment on the IS/MND for the Project and can provide assistance on zero-emission technologies and emission reduction strategies, as needed. If you have questions, please contact Stanley Armstrong, Air Pollution Specialist, at (916) 440-8242 or via email at stanley.armstrong@arb.ca.gov.

Sincerely,

Richard Boyd

Richard Boyd, Chief
Risk Reduction Branch
Transportation and Toxics Division

Attachment

cc: See next page.

[4] The adequacy of an IS/MND is judicially reviewed under the "fair argument" standard should a party challenge the lead agencies CEQA determination. Under this standard, a negative declaration is invalid if there is substantial evidence in the record supporting a fair argument that a project may have a significant effect on the environment. (*Gentry v. City of Murrieta* (1995) 36 Cal.App.4th 1359, 1399.) This is the case "even though [the lead agency] may also be presented with other substantial evidence that the project will not have a significant effect." (CEQA Guidelines, Title 14 CCR section 15064(f)(1).)

The California Environmental Quality Act (CEQA) places the burden of environmental investigation on the public agency rather than on the public. If a lead agency does not fully evaluate a project's environmental consequences, it cannot support a decision to adopt a negative declaration by asserting that the record contains no substantial evidence of a significant adverse environmental impact. (Sundstrom v. County of Mendocino (1988) 202 Cal.App.3d 296, 311.) If a lead agency does not study a potential environmental impact, a reviewing court may find the existence of a fair argument of a significant impact based on limited facts in the record that might otherwise not be sufficient to support a fair argument of a significant impact. (Sundstrom v. County of Mendocino (1988) 202 Cal.App.3d 296, 311.)

cc: State Clearinghouse
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Stanley Armstrong
Air Pollution Specialist
Exposure Reduction Section
Transportation and Toxics Division

ATTACHMENT A

Recommended Air Pollution Emission Reduction Measures for Warehouses and Distribution Centers

California Air Resources Board (CARB) staff recommends developers and government planners use all existing and emerging zero to near-zero emission technologies during project construction and operation to minimize public exposure to air pollution. Below are some measures, currently recommend by CARB staff, specific to warehouse and distribution center projects. These recommendations are subject to change as new zero-emission technologies become available.

Recommended Construction Measures

1. Ensure the cleanest possible construction practices and equipment are used. This includes eliminating the idling of diesel-powered equipment and providing the necessary infrastructure (e.g., electrical hookups) to support zero and near-zero equipment and tools.

2. Implement, and plan accordingly for, the necessary infrastructure to support the zero and near-zero emission technology vehicles and equipment that will be operating on site. Necessary infrastructure may include the physical (e.g., needed footprint), energy, and fueling infrastructure for construction equipment, on-site vehicles and equipment, and medium-heavy and heavy-heavy duty trucks.

3. In construction contracts, include language that requires all off-road diesel-powered equipment used during construction to be equipped with Tier 4 or cleaner engines, except for specialized construction equipment in which Tier 4 engines are not available. In place of Tier 4 engines, off-road equipment can incorporate retrofits such that emission reductions achieved equal or exceed that of a Tier 4 engine.

4. In construction contracts, include language that requires all off-road equipment with a power rating below 19 kilowatts (e.g., plate compactors, pressure washers) used during project construction be battery powered.

5. In construction contracts, include language that requires all heavy-duty trucks entering the construction site, during the grading and building construction phases be model year 2014 or later. All heavy-duty haul trucks should also meet CARB's lowest optional low-NO_x standard starting in the year 2022.[1]

[1] In 2013, CARB adopted optional low-NO_x emission standards for on-road heavy-duty engines. CARB staff encourages engine manufacturers to introduce new technologies to reduce NO_x emissions below the current mandatory on-road heavy-duty diesel engine emission standards for model years 2010 and later. CARB's optional low-NO_x emission standard is available at: https://www.arb.ca.gov/msprog/onroad/optionnox/optionnox.htm.

6. In construction contracts, include language that requires all construction equipment and fleets to be in compliance with all current air quality regulations. CARB staff is available to assist in implementing this recommendation.

Recommended Operation Measures

1. Include contractual language in tenant lease agreements that requires tenants to use the cleanest technologies available, and to provide the necessary infrastructure to support zero-emission vehicles and equipment that will be operating on site.

2. Include contractual language in tenant lease agreements that requires all loading/unloading docks and trailer spaces be equipped with electrical hookups for trucks with transport refrigeration units (TRU) or auxiliary power units. This requirement will substantially decrease the amount of time that a TRU powered by a fossil-fueled internal combustion engine can operate at the project site. Use of zero-emission all-electric plug-in TRUs, hydrogen fuel cell transport refrigeration, and cryogenic transport refrigeration are encouraged and can also be included lease agreements.[2]

3. Include contractual language in tenant lease agreements that requires all TRUs entering the project site be plug-in capable.

4. Include contractual language in tenant lease agreements that requires future tenants to exclusively use zero-emission light and medium-duty delivery trucks and vans.

5. Include contractual language in tenant lease agreements requiring all TRUs, trucks, and cars entering the Project site be zero-emission.

6. Include contractual language in tenant lease agreements that requires all service equipment (e.g., yard hostlers, yard equipment, forklifts, and pallet jacks) used within the project site to be zero-emission. This equipment is widely available.

7. Include contractual language in tenant lease agreements that requires all heavy-duty trucks entering or on the project site to be model year 2014 or later today, expedite a transition to zero-emission vehicles, and be fully zero-emission beginning in 2030.

[2] CARB's Technology Assessment for Transport Refrigerators provides information on the current and projected development of TRUs, including current and anticipated costs. The assessment is available at: https://www.arb.ca.gov/msprog/tech/techreport/tru_07292015.pdf.

8. Include contractual language in tenant lease agreements that requires the tenant be in, and monitor compliance with, all current air quality regulations for on-road trucks including CARB's Heavy-Duty (Tractor-Trailer) Greenhouse Gas Regulation,[3] Periodic Smoke Inspection Program (PSIP),[4] and the Statewide Truck and Bus Regulation.[5]

9. Include contractual language in tenant lease agreements restricting trucks and support equipment from idling longer than five minutes while on site.

10. Include contractual language in tenant lease agreements that limits on-site TRU diesel engine runtime to no longer than 15 minutes. If no cold storage operations are planned, include contractual language and permit conditions that prohibit cold storage operations unless a health risk assessment is conducted and the health impacts fully mitigated.

11. Include rooftop solar panels for each proposed warehouse to the extent feasible, with a capacity that matches the maximum allowed for distributed solar connections to the grid.

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[3] In December 2008, CARB adopted a regulation to reduce greenhouse gas emissions by improving the fuel efficiency of heavy-duty tractors that pull 53-foot or longer box-type trailers. The regulation applies primarily to owners of 53-foot or longer box-type trailers, including both dry-van and refrigerated-van trailers, and owners of the heavy-duty tractors that pull them on California highways. CARB's Heavy-Duty (Tractor-Trailer) Greenhouse Gas Regulation is available at: https://www.arb.ca.gov/cc/hdghg/hdghg.htm.

[4] The PSIP program requires that diesel and bus fleet owners conduct annual smoke opacity inspections of their vehicles and repair those with excessive smoke emissions to ensure compliance. CARB's PSIP program is available at: https://www.arb.ca.gov/enf/hdvip/hdvip.htm.

[5] The regulation requires newer heavier trucks and buses must meet particulate matter filter requirements beginning January 1, 2012. Lighter and older heavier trucks replaced starting January 1, 2015. By January 1, 2023, nearly all trucks and buses will need to have 2010 model year engines or equivalent. CARB's Statewide Truck and Bus Regulation is available at: https://www.arb.ca.gov/msprog/onrdiesel/onrdiesel.htm.

Dear Governor's Office:

I was very troubled to learn about the Clippers' latest letter to the state concerning the arena they want to build in Inglewood. They seem to think the environmental and health damage caused by their new arena will be reduced just because they offer new electric vehicle chargers in the community. Have these people ever been to our community? This makes no sense. Very few people in Inglewood own Teslas or other electric vehicles. Offering us a new charger won't help us buy an electric car.

Please make sure the Clippers create real programs to protect the environment and the community, like the law says they have to. They are trying to get by at the expense of our environment and our community, and it's not right.

Thank you,

Socorro Perez
10225 Doty Ave Apt 5
424) 241 19-73

To the State of CA:

I'd like to ask the Clippers how it helps Inglewood to pay for electric vehicle chargers that will go in another city. Because I don't think it helps us at all. It is dishonest for them to say that 1,000 electric vehicle chargers will help Inglewood when they don't even need to end up here. The law says they are supposed to help Inglewood, and obviously that isn't happening. Please reject this application unless the Clippers commit to helping Inglewood residents, which is who they should help because we will have to deal with all of the harmful impacts of the arena they want to build. We need real programs that will reduce the air pollution from all these cars and traffic.

Thank you for reading this.

Elsa Estrada
Elsa Estrada
10302 Doty Ave. #1
Inglewood Ca. 90303
424-251-1471

Dear Governor Newsom,

I have lived in Inglewood for many years, and I can tell you that there are not many electric vehicles here in town. They are expensive and not many people can afford them. Getting chargers for vehicles we do not own and can't afford to buy will not do very much to help our community, and will not make this arena a good idea. I don't think this last-minute addition to the Clippers plan will make any real difference at all for residents of Inglewood – and isn't that part of what the law requires?

If the Clippers really wanted us to use electric vehicles, they would help us buy them. Too bad that's not part of their plan. Mr. Ballmer has $50 billion and he can afford to do more. Why won't he do more to help our community? Please say no to this application.

Sincerely,

(310) 677-2897
10516 Doty Ave.

To the Governor's Office of Planning and Research:

I am an intelligent person but I am finding it impossible to keep track of all the letters from the Clippers about reducing greenhouse gas and other pollution from the arena they want to build in Inglewood. How are we supposed to make sense of all of these different changes, updates, modifications, etc? It is not reasonable. They should submit one single application and let us all study it, without constantly changing their minds. This is crazy.

The Clippers' latest submission is no better than their past ones. They do not meet the requirements of the California law that they asked for last year. They are not doing enough in our local community to reduce their emissions of greenhouse gases. There are other problems, as well. There will be millions of cars in our neighborhoods and the air pollution will hurt our families. Please reject this submission and ask them to provide one single understandable application that we can understand and that actually follows the law.

Thanks for your time.

Saulo E Chan
10718 DOTY
[redacted]
424-646-0987
INGLEWOOD, CA
90303

To the Office of Planning and Research:

It is very discouraging to see the Clippers continue to make so many changes to their arena application, but continue to not follow the law. Why is it so hard to understand? The Clippers need to make sure that at least half of their reductions of climate change causing gases come from programs that help our local community. The law even gives ideas about what those programs could include. But the Clippers simply won't do it. It's almost like they don't WANT to help Inglewood.

At the same time, the Clippers keep taking credit for reductions in greenhouse gas emissions that they do not deserve. They think that Staples Center will be used less just because a new Clippers arena is opening. Why would anyone think that? LA is booming. Events get sold out. Adding another venue will mean more events all around- Staples Center is not going to turn out their lights. This is very obvious to everyone, except I guess for the Clippers.

Where are the real programs that will help our community? Four million cars a year in our neighborhood. Lots of pollution. The state government has written many articles and studies about how bad pollution is for our health. This should not be okay.

Please deny this application. Thank you.

Maria Hernandez
10619 Doty Ave
(310) 671-4375

Dear California Governor's Office,

Please say no to the Clippers' application for special treatment under California law. Their latest submission is very disturbing to me. Electric chargers for our community will do nothing to solve the tons of pollution this new arena will bring to our neighborhood. And the Clippers' proposal for shuttles to try and bring people to his games are a joke. Plus, I don't like that the Clippers want to STOP the California state government from confirming they are following the law. It is very suspicious to me they want to stop this process. If they plan to follow through on all of their promises, why would they object to having the state make sure? Please make sure the Clippers create real programs that will help stop the pollution from all these cars. Don't let the Clippers water down their promises. Please make sure they make good on their agreements and say no to this plan!

Thank you.

Brandi Vaz

10225 Doty

Apt # 2

To the Governor's Office--

How many times do the Clippers need to send you a different application for their arena? They are still changing their application. I bet almost no one has any idea what their program is and how it will help us in the community. It is obvious they refuse to follow the law! And it was the law they made. Now it is clear they lied to everyone. The law is simple. Remove all the greenhouse gas you put into the air and make sure that most of it comes from LOCAL reduction programs. I am not a lawyer or scientist but I know what that means. For some reason, the Clippers do not.

Their latest letter is just another problem. Chargers for Teslas and other expensive electric cars? Have they ever been to Inglewood before? And on top of that they don't want the state to check up on them to make sure they are doing what they said they would do. This is suspicious. The arena is a bad idea and so is their application. Please tell them to do better, or tell them to build their arena somewhere else.

Thank you.

Sheillian Ornelas
3911 w 104th apt 6
424-750-0280

To the California Air Resources Board:

The LA Clippers' plan for a new basketball arena will hurt this community. That has been true from the start. The Clippers keep making new submissions, but none of them change that basic fact. I hear the arena will bring 4 million new cars to Inglewood every single year, and therefore lots of pollution and traffic. Even if every car is an electric car – and they won't be! – that would still create a nightmare of traffic for us. And in reality, Inglewood does not have very many electric vehicles, and I don't think that giving away chargers is going to change that fact. So, we are still left with an enormous number of cars and very unhealthy pollution, which is what the Air Resources Board is supposed to stop.

Please do your job and stop this arena from being built right next to our homes, businesses, schools and churches.

Thank you very much.

Erika Pineda
323 539 3010
Apt #3
3863 W 104st AP3 90303

To the California Office of Planning and Research:

I oppose the Clippers' application to help their arena project go faster. Their latest letter was ridiculous. How many people do they really think are going to use electric vehicle chargers, and why do they think that would make a real difference when their arena is going to send 4 MILLION MORE CARS to Inglewood each year, leaving us breathing exhaust and fumes that cause asthma and other health problems. A better idea would be for the Clippers to forget about the chargers and instead invest their money to really cut traffic, cut pollution, and help with climate change. If Mr. Ballmer did not have 50 billion dollars I bet you would not even consider this. Please deny this application.

Sincerely,

Darwin Burks
3911 W. 104th Street Inglewood CA 90303 # 17
(310) 752-7422

To the Governor's Office of Planning and Research:

If Steve Ballmer and the Clippers think that giving away EV chargers will turn Inglewood into a city of Tesla owners, they have another thing coming. Many of my neighbors rely on public buses because they cannot afford even a regular car. That is a far cry from the extra high price tag of an electric car, even though many of us would like to drive an electric car because they are better for the environment. This idea has nothing to do with the reality of our community. And most electric cars come with a charger. So what is the point? It is just another game by the Clippers to not fulfill their promises.

Another thing. Why do the Clippers want to stop oversight from the state government of their environmental programs? Why offer to go to the state to be verified, and then turn around and say you don't want to do it anymore? It sounds like they are trying to hide something. Please say no to the Clippers' new application. Instead, make sure they do something that actually helps our environment here in Inglewood, and please make them prove they are following through on their word. It's not too much to ask for.

Thank you for listening.

John Gonzalez
Apt 4
323 643 9140
3864 W 114 St Apt 4

To Gov Newsom's office:

Please deny the Clippers' most recent application for fast environmental review. The impact of climate change is very damaging, and so is the pollution it will bring to our community, but this application does not take it very seriously. Giving away some EV chargers will not convince most people to actually buy and use an EV. Plus, accepting this application would be dangerous for the future because it relies on a far-fetched theory called "market shift" that says other really popular entertainment venues will not get as much use because the Clippers have their own arena. Imagine extending that idea to other projects. If I want to build a new apartment tower, can I say that current apartment buildings will only get partly used? If I want to build a factory, can I say it's not that big a deal because current factories will be used less? Of course not. But that is the logic the Clippers are using. Please keep protecting our environment and say no the Clippers.

Thank you.

Oscar Macedo (323) 972 9726
3843 W 104 ST Inglewood CA 90303

To the Office of Planning and Research:

As an Inglewood community member, I ask that you reject the LA Clippers' latest application for fast track environmental review under AB 987. Do the Clippers really think that we will race out to buy expensive electric vehicles just because someone gave us a free charger? Not a chance. Electric cars are expensive, and it will take a lot more than a free charger to convince me to buy one. Especially because they already come with chargers! Maybe the Clippers' charger would be faster, but as long as the car can charge up overnight it doesn' t really make a difference.

If the Clippers want to actually help us buy an electric vehicle, that would be great. Or even buy 1,000 electric vehicles for our schools, social service providers, or community members. But a charger is not going to cut it. Please ask the Clippers to come back with a plan that actually makes a difference.

Yours truly,

Olyvia Moran
3845½ W 104 st
Inglewood CA
90303
424-757-7785

Dear Governor,

The Clippers want special treatment for a new basketball arena in Inglewood but my family and I want you to say "no." I have read the materials. The arena will bring 4 million new cars to Inglewood every year. The reports from the Air Resources Board say tailpipe emissions from so many cars is very bad for our health—especially for children and older people. Plus it is already very hard to drive around and park in Inglewood. It will be so much worse when this new arena opens and hosts big events 200 times a year.

The latest idea from the Clippers is to pay for 1,000 chargers for electric vehicles to be used in the area. This is a bad and pointless idea. First of all, the Clippers don't say they need to be in Inglewood, and even if they need to be in Inglewood they would not make a big difference because the chargers are only for new cars, and not many people are buying expensive electric vehicles in Inglewood. We are worried about feeding our families and paying our rent. Most people in the arena neighborhood can't afford to buy a new electric car. Mr. Ballmer does not understand what our lives are really like.

This does nothing to make me less worried about 4 million cars, traffic, noise, and many tons of pollution.

Please help us protect our families. Please stand up for the law and for all of us too.

Sincerely, Carmen Linares

310- ~~671 85~~
3109067385 # apt 39.
104 St Inglewood Calif
90303

To the State of California,

I am writing to ask you not to approve the application for special treatment from the LA Clippers for their arena in Inglewood. They have sent you many application letters, but there are problems with all of them. None of this makes sense. All I know is that the state has studies saying how bad this car pollution will be for our families. And the Clippers want the state to say OK to all this pollution near our homes!

Now, they think that paying for electric vehicle charge cords will help protect the environment and public health. This idea is crazy and does not deserve to be taken seriously for one second.

Please stand up for Inglewood and say NO to this application!

Sincerely,

NOE BASTIDA
3719 W 105 TH
424-702-0659

To the Office of Planning and Research:

I find it very insulting that the Clippers think they can get out of their deal to protect our environment and support our city by dropping a load of electric vehicle chargers onto our community. Who do they think they are? The team owner should use his billions to come up with ways to actually cut pollution (and lower asthma rates), reduce traffic, and reduce greenhouse gas. Instead, he wants to pay for car chargers that probably will not get used! Inglewood does not have many electric cars, and many of us live in apartments and don't have our own garages anyway. Plus does Ballmer know that electric cars already come with chargers when you buy them?

We would all like it if the Clippers followed the law and stopped trying to distract us with stunts like this. Their owner pays hundreds of millions for his players but does nothing for people he is going to harm with more pollution. Please don't let him do this to us.

Thank you for your help,

Wm Jimenez

Tel. 714 650 9180

3644 APPT #3
105 St.

To the California Governor's Office:

The arena that the Clippers want to build will host major events many times every week, which means a huge amount of traffic on our streets and next to our homes. Have you been to Inglewood? Have you seen how much traffic is already here? And how little parking there is? And this is BEFORE the football stadium even opens! Pollution from all of these cars is bad for the air and for our lungs and our health overall. It all sounds like a nightmare for the people who live close by. Have you seen that this arena and parking will be right next to our homes? Offering some electric vehicle chargers will not change this. Turn them down please!

Sincerely, Diana Cortes (424) 646-0917

Diana Cortes

3726 104 St.

APPT # 1

To California OPR:

I am worried about the Clippers' environmental application because they want less enforcement of their environmental promises. In their most recent letter, the Clippers say they do not want the Air Resources Board to make sure they are protecting the environment and residents, like they said they would. If they plan to do everything they are required to do, why would they ask for that? I hope you are not considering agreeing to that. Instead I hope you make sure they are following every rule down to the smallest detail. We need real programs that reduce pollution from the millions of cars. Not fake programs that will do nothing for us. The Air Board has told us this pollution will hurt us and our families. We deserve real improvements.

Thank you. Riverside Unit 3107 404 8286
Roberto URIBE
37281045th

To the CA Air Resources Board:

Please turn down the application for a new basketball arena in Inglewood by the LA Clippers. They are not serious about protecting the environment and public health. They are not serious about meeting the law they asked for. They are not protecting us.

To follow the law, the Clippers need to run programs that reduce air pollution for us. But for some reason they refuse to do that. They offer many programs that are outside of Inglewood or that just won't work. Take shuttles, for instance. They will not help take cars off the road. Not many rich season ticket holders are going to drive to a train station, take a train to a stop that is not close to the arena, then get on a shuttle in heavy traffic. It is not going to happen.

Plus, they say they won't need to totally cut pollution because other big venues like Staples Center and Honda Center won't stay very busy because of their new arena. It doesn't make sense.

The Clippers are trying to fake their compliance with this law on the cheap. Please say NO to the Clippers.

Sincerely,

Juan Salazar

(310) 879-7625

3824 104th

Dear Gov. Newsom,

Every time I look, the Clippers are changing their application for a basketball arena. It's very confusing and very frustrating. The latest change: giving away chargers for electric vehicles and calling that a local environmental benefit. That sounds nice but it sounds like you don't know our community. The Clippers clearly do not. There are very few electric cars in our neighborhood. We are working hard just to make ends meet. Buying us a better electric cord for cars we don't have will not help us.

This is supposed to be a "local" environmental measure. It is not. None of it adds up!

Please ask the Clippers to stop changing their application little by little. Please ask them to send one single application that actually follows the law and actually helps the community. Please help us fight all the traffic and dangerous pollution from 4 million new cars every year. This arena and parking structures will be right next to our homes. Who would want that! Ask Mr. Ballmer, one of the world's richest people, to do his part to protect the health and quality of life for Inglewood. Mr. Ballmer says he wants to build his "house" in our community. Well his "house" will have parties 200 days a year and millions of cars. That is not what we need.

Thank you.

Angelina Lopez
310-693-3265

Olga Imperial
3824 104 St

To the California Office of Planning and Research:

The Clippers think they have a great environmental program for Inglewood: giving away chargers for electric cars. The problem is that people in Inglewood don't drive electric cars! At least, not many. Has Steve Ballmer or any of the Clippers walked around our community? They would understand we are working hard to just to pay our bills.

Since the Clippers want to build an arena in Inglewood, please make them actually help our community and create environmental programs right here in Inglewood. Maybe help us make our homes more efficient so our costs are lower. Maybe they could do something with our schools to lower their electricity costs too. Or get rid of the millions of cars coming to our homes. Please deny their application for fast tracked environmental review until they fulfill the law and actually make a difference for us.

Thank you.

RAY CLEMONS
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VIA EMAIL & U.S. MAIL

December 4, 2019

Ms. Kate Gordon, Director
Office of Planning and Research
1400 10th Street
Sacramento, California 95814

Re: Inglewood Basketball and Entertainment Center Project – Lack of Consistency with the RTP/SCS & AB 987 Requirements (Clearing House Tracking No. 2018021056)

Dear Ms. Gordon:

We are writing on behalf of MSG Forum, LLC regarding the Clippers' arguments in support of their application for the Governor's certification under AB 987.

As we have detailed in prior letters, there are many AB 987 requirements that the Clippers' arena do not meet. Here, we highlight three critical requirements that the Clippers' arena do not satisfy.

First, the Clippers' project is not consistent with a Sustainable Communities Strategy ("SCS") that CARB has determined will achieve the state's mandated greenhouse gas ("GHG") reduction goals. Second, the Clippers' project does not meet AB 987's requirements to reduce project trips by 15%. Third, the Clippers' project does not create "high wage, highly skilled jobs that pay prevailing wages and living wages."

Regarding the SCS consistency requirement, an SCS identifies "general location of uses, residential densities, and building intensities"[1] within a region and how to reduce GHG emissions associated with those land uses. An SCS is designed to encourage dense, urban land uses, and discourage suburban land uses that will result in increased vehicle miles traveled ("VMTs").

The Clippers' project must be "consistent with the general use designation, density, building intensity, and applicable policies specified for the project area in either a sustainable communities strategy or an alternative planning strategy for which the State Air Resources Board … has accepted a metropolitan planning organization's determination that the sustainable

[1] *See* Gov. Code § 65080(b)(2)(B)(i).

communities strategy or the alternative planning strategy would, if implemented, achieve the greenhouse gas emission reduction targets."[2]

The Clippers argue that the proposed arena is consistent with the Southern California Association of Governments ("SCAG") 2016-2040 Regional Transportation Plan / Sustainable Communities Strategy ("RTP/SCS"). The Clippers are wrong and the Clippers' position is unsupported.

As a threshold matter, the 2016 SCAG RTP/SCS does not achieve ARB's GHG reduction targets. Therefore, even if the Clippers' arena were consistent with the 2016 SCAG RTP/SCS—which it is not—it would not matter because that plan does not meet AB 987's standards. Further, even if the 2016 SCAG RTP/SCS satisfied AB 987's requirements, the proposed arena is not consistent with the 2016 SCAG RTP/SCS.

A. The 2016 SCAG RTP/SCS Does Not Meet AB 987's Requirements Because It Does Not Achieve ARB's GHG Emission Reduction Target

The RTP/SCS, with which the Clippers argue consistency, includes an emission reduction target of 18%. This target is out of date. Therefore, the RTP/SCS does not achieve ARB's greenhouse gas emission reduction targets for Southern California. As such, the RTP/SCS is not a sustainable communities strategy that "would, if implemented, achieve the greenhouse gas emission reduction targets."

On March 22, 2018, CARB adopted Resolution 18-12 – Proposed Update to Senate Bill 375 Greenhouse Gas Emission Reduction Targets.[3] Resolution 18-12 ***increases*** the emission target for SCAG from 18% for 2035 to 19% for 2035.[4]

The 2016 RTP/SCS does not achieve this 19% greenhouse gas emission reduction target. If implemented, the 2016 RTP/SCS would only achieve the 18% greenhouse emission reduction target that CARB has now disavowed.

SCAG is forecasted to adopt a new RTP in April 2020.[5] Thus, while the 2016 RTP/SCS may have been consistent with CARB's target at one time, is not consistent with CARB's current

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[2] Pub. Resources Code, § 21168.6.8(a)(3)(D).

[3] Proposed Update to Senate Bill 375 Greenhouse Gas Emissions Reduction Targets, *available at* https://www.arb.ca.gov/cc/sb375/finalres18-12.pdf?_ga=2.184341926.1236776461.1547160254-1005937483.1501549482.

[4] Appendix A, MPO Target Recommendations and CARB Staff Recommendations, *available at* https://www.arb.ca.gov/cc/sb375/appendix_a_feb2018.pdf?_ga=2.172308515.1236776461.1547160254-1005937483.1501549482.

[5] Appendix D, MPO RTP Update Schedule, *available at* https://www.arb.ca.gov/cc/sb375/appendix_d_feb2018.pdf?_ga=2.79484564.1236776461.1547160254-1005937483.1501549482.

"greenhouse gas emission reduction targets" established in 2018 (before the adoption of AB 987) for SCAG.

The legislature knew in 2018 when it passed AB 987 what the "greenhouse reduction targets" were for the SCAG area. The legislature did not set consistency with the 2016 RTP/SCS as the standard. Rather, the legislature demanded that the project be consistent with an RTP/SCS that meets CARB's greenhouse gas reduction targets. It is uncontroverted that the 2016 RTP/SCS does not do so.

Therefore, until SCAG adopts an RTP/SCS that is consistent with CARB's 19% emission reduction target, the Governor cannot legally find that the project is consistent with an RTP/SCS that meets CARB's emission reduction target. Such a finding would directly undermine CARB's Resolution 18-12.

B. The Proposed Arena is Not Consistent With The 2016 RTP/SCS

Even if the 2016 RTP/SCS were an appropriate benchmark under AB 987, the Clippers cannot demonstrate their proposed arena's consistency with it.

1. The Project is Not Accessible to Transit

The 2016 RTP/SCS states that "[High Quality Transit Areas] HQTAs are a cornerstone of land use planning best practice in the SCAG region because they concentrate roadway repair investments, leverage transit and active transportation investments, reduce regional life cycle infrastructure costs, improve accessibility, avoid greenfield development, create local jobs, and have the potential to improve public health and housing affordability."[6]

The Clippers argue that the project "is consistent with and furthers" the 2016 RTP/SCS's strategy to "encourage development in HQTAs and along 'Livable Corridors.'" The Clippers also state that the project is consistent with the 2016 RTP/SCS's goal of encouraging compact growth in areas accessible to transit.[7] Both statements are incorrect.

The Clippers' argument is completely reliant on the acceptance of the absurdity that the project site is "accessible to transit." The proponents of AB 987 repeatedly argued the opposite – that the proposed project site is "transit starved" when seeking approval of AB987.

The project is not in an HQTA.[8] The Livable Corridor Strategy specifically advises local jurisdictions to plan and zone for increased density at key nodes along the corridor and replace single-story underperforming strip retail with well-designed higher density housing and

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[6] SCAG 2016 RTP/SCS, at p. 76.

[7] *See id.*, at p. 2.

[8] Only one of the project's parking structures is located within an HQTA. The arena, sports medicine clinic, offices, and hotel are outside of the HQTA. It is wrong for the application to state that the project is in an HQTA.

employment centers. The goal is to encourage local residents to use mixed-use retail centers that discourage long car trips to get things they need. Instead of promoting this type of use, the project will attract visitors into the neighborhood, congesting local streets, and making it more difficult for residents to move around their own neighborhood.

The Clippers admit that the project is not accessible to transit. The proposed location for the arena is 1.3 miles from the nearest rail transit station via roadway. The only transit service that directly serves the proposed arena site consists of two bus lines adjacent to the site and one line within 0.5 miles. Future rail service would include a station in downtown Inglewood that is located at a distance of 1.6 miles from the proposed arena. The fact that the project's TDM program is required to include extensive additional multi-passenger services to connect with the distant transit facilities is an admission that the project would not be located in an area that is easily accessed by transit.

Given that the project is not in an HQTA, is not along a "livable corridor," and not accessible to transit, it is not consistent with even those limited 2016 RTP/SCS policies with which the Clippers selectively claim consistency.

2. The Project Will Not Reduce VMTs

A key component of the 2016 RTP/SCS, as adopted by SCAG, is the "focus on reducing the number of drive-alone trips and overall vehicle miles traveled" through transportation demand management.[9] Under the 2016 RTP/SCS, the "number of VMT per capita would be reduced by more than seven percent and Vehicle Hours Traveled per capita by 17 percent…as a result of more location efficient land use patterns and improved transit service."[10]

The Clippers' project likely will increase VMT as compared to existing conditions because it will relocate uses from downtown Los Angeles, probably the best location for an arena from a VMT perspective, to an area in Inglewood that the project's proponents repeatedly referred to as "transit starved" to obtain deviations from AB 900's standards.[11] They cannot take the opposite position now and overstate the viability of transit alternatives to try to meet the VMT requirements.

- "People have asked, 'Why can't AB 900 work for this process?' There are essentially two primary things. One is that under AB 900, it requires a 15% reduction in vehicle trips to the facility within the first year of the operation of the

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[9] 2016 RTP/SCS, at p. 6, *available at* http://scagrtpscs.net/Documents/2016/final/f2016RTPSCS.pdf.

[10] *Id.*, at p. 9.

[11] Surprisingly, while repeatedly describing the project's location as "transit starved" in pursuit of legislation providing extraordinary judicial relief, the Clippers now frames the project location as "currently developed with access to high quality transit." (Application, at p. 4.) Which one is it? Is the area "transit starved," as stated before legislative committees or "currently developed with access to high quality transit"?

facility. ***As we've discussed, this is a transit starved***, disadvantaged community." (Joe Lang Testimony, June 26, 2018, Senate Judiciary Committee.)

- "Because we are a ***transit starved community*** we know that that standard could not be met within the first year, and as a result we have asked for a longer period of time to comply with that standard." (Joe Lang Testimony, June 26, 2018, Senate Judiciary Committee.)

- "*Given the fact that we have a* ***transit starved community*** and we're still focusing on the 15% emissions reduction that would have to be met well before as we've stated, it could be in this instance given this community." (Sen. Kamlager-Dove Testimony, June 26, 2018, Senate Judiciary Committee.)

- "We're happy to have the 15% vehicle trip production standard in the bill, but ***because we are transit starved*** we need a few more years to comply with that standard." (Joe Lang Testimony, June 20, 2018, Senate Environmental Quality.)

Staples Center on the other hand, where the Clippers currently play, is in downtown Los Angeles. Downtown Los Angeles is anything but "transit starved." In fact, the Clippers ***admit*** that the average trip length for attendees ***will increase by over two miles***. (Application, Attachment G, at pp. 11, 18 [trip length for attendees based on ZIP Code data of ticket purchasers is 19.38 miles from Staples Center and 21.59 miles from the project site].) There is no attempt to calculate the aggregate amount of VMT that either Staples Center or the project will generate. Further, the average "trip length" of 19.38 miles for attendees to Staples Center is very likely inflated because it does not account for the fact that many attendees are already in downtown Los Angeles or close to it for work. As a result, these attendees, even if they drive, are traveling a far shorter distance than whatever number was used to calculate the "average trip distance" of 19.38 miles. As a result, the average increase in trip distance is likely much larger than the over two miles the Clippers assume.

3. The Project is Not Consistent With General Use Designation, Density, Building Intensity For Project Area

The Clippers argue that the specific general use designation, density, building intensity, and applicable policies do not matter so long as the project is consistent "against the RTP/SCS's numerous provisions and policies that encourage growth in infill areas accessible to transit." As described above, even using this formulation of consistency, the project falls short.

To certify a project under AB 987, the Governor must be able to find that the project is "consistent with the general use designation, density, building intensity, and applicable policies in a sustainable communities strategy."[12] That finding cannot be made here.

The 2016 RTP/SCS was adopted in April 2016. The project was proposed in mid-2017 and AB 987 became law in 2019. As such, the Clippers were fully aware of these land use

[12] Pub. Resources Code, § 21168.6.8(a)(3)(D).

consistency requirements and of the content of the 2016 RTP/SCS when the project was proposed and AB 987 was adopted.

The project is largely concentrated at the southwest corner of Century Boulevard and Prairie Avenue in the City of Inglewood. The project area is immediately adjacent to a residential neighborhood comprising single-family homes and one- to two-story multi-family apartment buildings. The immediately adjacent residential community is largely a lower income, minority community. Within the project area are two residential properties and a series of commercial properties.

SCAG developed the 2016 RTP/SCS, in part, based on Inglewood's General Plan and zoning. Inglewood's General Plan Land Use Map designates most of the project area as "Industrial" with some small slivers of "Commercial." Under the Inglewood Zoning Code, the project area is zoned various categories: Residential Multiple Family (R-4), Residential Limited Multi Family (R-2), Airport Commercial (C-2A), and Limited Manufacturing (M-1L).

Arenas are not permitted in any of the zones applicable to the project site. Arenas are solely permitted in the C-R zone.[13] Thus, the project is inconsistent with the site's existing zoning and General Plan land use designations.

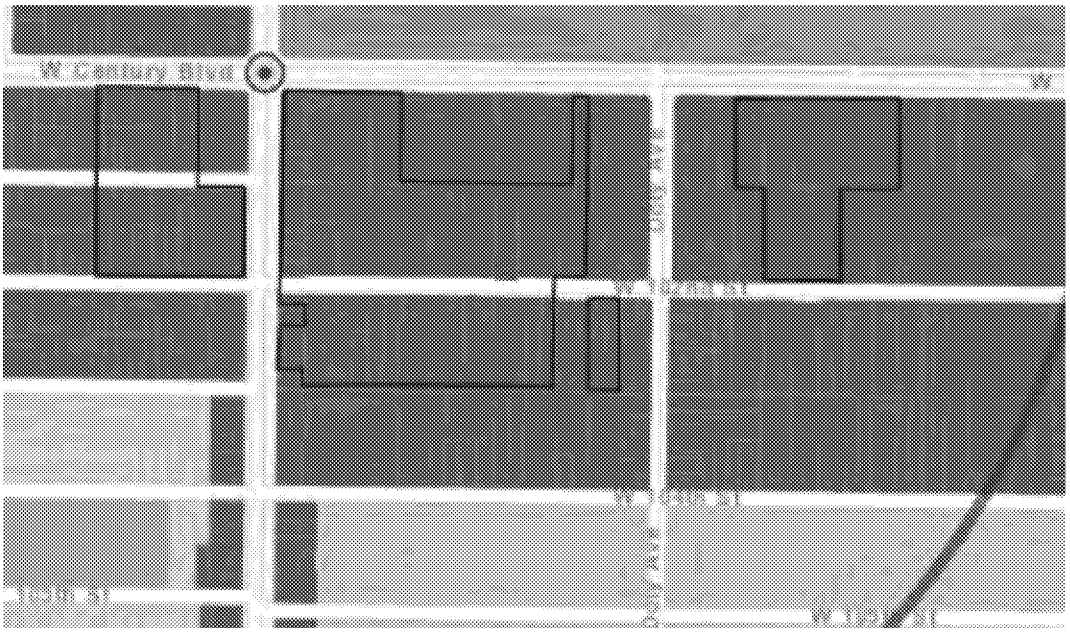
More importantly, the project also is flatly inconsistent with SCAG's general use designation, density, and building intensity for the project site.

The land use maps SCAG generated as part of the 2016 RTP/SCS process were based on the City's General Plan and Zoning Map designations. The 2016 RTP/SCS general use designation, density, and building intensity for the project area classifies the project area's land uses as including "Single Family Residential" (yellow), "Multi-Family Residential" (beige), "Industrial" (blue) and "Commercial and Services" (red).

Below is a SCAG's "Existing Land Use (Year 2016)" map and map index for the project area. The project site is outlined in black.

[13] *See* Inglewood Municipal Code Sec. 12-27(3) for zoning uses permitted in the C-R zone [permitting "Athletic events (professional and amateur) including, but not limited to, football, baseball, track, tennis, soccer, wrestling, boxing, skating (ice or roller), golf, hockey, rodeos, and basketball."].

Under SCAG's General Plan Land Use Codes, the project area was then designated "Industrial" (blue) and "Commercial and Services" (red). Here is the project site outlined in black on SCAG's General Plan Land Use map of the area.



The project is not an industrial use project. It contains an arena, ancillary office, retail, medical, and hotel uses. Therefore, it is inconsistent with the 2016 RTP/SCS's general use designation.

The information in the above maps and additional information provided to SCAG from Inglewood and other jurisdictions in SCAG's region was used to develop maps forecasting the Regional Development Types.[14] These SCAG maps illustrate the three Land Development Categories that SCAG developed for purposes of mapping future growth and predicting future growth, studied and assumed, within the 2016 RTP/SCS. The three Land Development Categories are Urban, Compact Walkable, and Standard Suburban.

Additionally, the project area is designated Standard Suburban on both the Forecasted Regional Development Types (2012) and Forecasted Regional Development Types (2040) maps in the RTP/SCS. Both of these designations are inconsistent with the project's proposed dense arena development.

Arenas are consistent with an Urban designation, which are "[o]ften found within and directly adjacent to moderate and high density urban centers" and are "supported by high levels of regional and local transit service."[15] In contrast, Standard Suburban areas are lower density and generally not well served by regional transit service and most trips are made via automobile.[16] As the project area is low density and not well served by transit, it is characteristic of SCAG's definition of Standard Suburban areas.

Because the project is inconsistent with Inglewood's General Plan and zoning, inconsistent with SCAG's general plan designation, and inconsistent with SCAG's proposed density, and building intensity, the project is not consistent with the RTP/SCS.

Accordingly, the Governor cannot certify the project as "consistent with the general use designation, density, building intensity, and applicable policies in a sustainable communities strategy." If the Governor makes such a finding in this circumstance when the nature and extent of the inconsistency is clear and unambiguous, the ramifications for other required consistency determinations statewide relating to the RTP/SCS are significant.

C. The Project Does Not Reduce Vehicle Trips by 15%

AB 987 "requires a transportation demand management program that, upon full implementation, will achieve and maintain a 15-percent reduction in the number of vehicle trips, collectively, by attendees, employees, visitors, and customers as compared to operations absent the transportation demand management program."[17]

The project's TDM program is likely never to achieve a 15% reduction and certainly will not achieve a 7.5% reduction by the end of the first NBA season that the arena is operational.

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[14] *See* Sustainable Communities Strategy Background Documentation, Appendix, *available at* http://scagrtpscs.net/Documents/2016/final/f2016RTPSCS_SCSBackgroundDocumentation.pdf.

[15] *See* Sustainable Communities Strategy Background Documentation, at p. 43, *available at* http://scagrtpscs.net/Documents/2016/final/f2016RTPSCS_SCSBackgroundDocumentation.pdf.

[16] *Ibid.*

[17] Pub. Resources Code § 21168.6.8(a)(3)(B)(i).

The TDM program relies on incorrect and unsubstantiated data, does not contain a plan detailing how results will be verified, and relies on optimistic trip reduction assumptions that have never been achieved. Without additional data and substantiation, the Governor cannot certify that the project will reduce trips as AB 987 requires.

On a macro level, it is easy to see why the project's TDM program will not work.

First, the TDM program must work for all events and all project elements, not just Clippers basketball games. The applicant's TDM program assumes that concert attendees as well as basketball game attendees have the same travel patterns. Transportation data suggests exactly the opposite and indicates that few one-time attendees to a concert at the arena will use transit.

Second, the Clippers are moving from high-density urban downtown Los Angeles to a suburban area typified by relatively low-density single-family homes and low-rise multifamily homes. Staples Center has immediate proximity to multiple heavy and light rail transit lines and stations. The downtown Los Angeles core also has one of the highest bus line concentrations in the region, is home to the region's largest workday population (over 74,000 people), and has over 43,000 residential units. Even with all of these factors, the application states that Clippers only achieve an 11% rail transit usage at Staples Center.

In fact, this 11% transit usage figure may be inflated. A data collection effort at a sold out Clippers basketball game at Staples Center found that only 2.6% of attendees arrived by way of Metro train and only 1.8% left by train. Data was collected on January 18, 2019, for two hours before and after the event and conservatively assumed that every transit rider leaving the station was going to the Staples Center event.

The applicant then forecasts a similar, likely overstated, rail transit usage (7%) of the transit advantaged Staples Center location for a suburban arena that lacks the office and residential density and pedestrian amenities of the Staples Center, that is up to two miles from rail stations that will require attendees to exit the rail station and then get on a shuttle to the arena. The applicant's reliance on a 7% rail ridership assumption is completely without foundation.

The applicant also predicts that only 77% of attendees to the entire project will come by personal car. The balance coming by transit/shuttles, park and ride buses and Uber/Lyft. This is an astounding number when compared to Clippers games at Staples Center, where, per the application, 80% arrive by personal car.[18]

The applicant should have substantiated this critical assumption with data. The applicant likely has data regarding the home addresses of season ticketholders and many other ticket purchasers. The applicant could have used this data to calculate average distance to a Metro rail transit line serving the project area (i.e., Metro Green or Crenshaw Line). With this data, the applicant could better predict how many basketball game attendees are likely to use rail transit

[18] Application, Attachment D, at 10.

based on proximity to their homes (or their office if the Clippers have reliable data as to office locations for season ticket holders). The percentage of concert attendees would be even less as one time or irregular users of a venue are much less likely to use transit than attendees to athletic events who are more likely to attend multiple events per year.

Third, AB 987 requires that the TDM program contain "specific annual status reporting obligations"[19] and that that the "applicant shall verify achievement [of the 15% reduction] to the lead agency and the Office of Planning and Research."[20] Given the multiple access points and requirement to monitor 24 hours a day, 365 days per year, it is unclear how this reporting obligation can possibly be met.

The "IBEC Project Transportation Demand Management Program," presented in a total of only four pages (Application, Attachment C), does not explain how the reporting obligations can be met or how achievement could be verified. Without an implementation plan to verify results, the TDM plan does not meet AB 987's requirements and the Governor cannot certify the project.

D. The Project Does Not Provide High Paying Jobs

AB 987 requires that the project create "high-wage, highly skilled jobs that pay prevailing wages and living wages…and permanent jobs for Californians."[21] The application is bereft of information as to how this standard will be met. No information on the number of permanent jobs to be created is provided. No information as to the job types, their classifications, or their numbers is provided.

1. The Application Ignores The Project's "Living Wage" Obligations

There is no evidence provided that the project will pay living wages. The applicant does not state what wages it will pay its employees. Although the applicant does not provide any breakdown as to what jobs are provided, it is reasonable to assume that the overwhelming majority of jobs will be part-time concession, maintenance service, and security jobs at the arena, hotel, and retail stores. AB 987 requires that employees of the project receive "prevailing wages and living wages."

While CEQA does not define "living wage"[22], the Massachusetts Institute of Technology defines a "living wage" as the "hourly rate that an individual must earn to support their

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[19] Pub. Resources Code, § 21168.6.8(a)(6).

[20] Pub. Resources Code, § 21168.6.8(a)(B)(iii).

[21] Pub. Resources Code, § 21168.6.8(b)(2)(A)(i).

[22] AB 987 defines "jobs that pay prevailing wages" (Pub. Resources Code, § 21168.6.8(b)(2)), but does not define "living wage." The two are separate concepts. "[J]obs that pay prevailing wages" applies to construction workers. "Living wages" apply to permanent employees and non-construction workers.

family."[23] The Massachusetts Institute of Technology calculated that the 2017 living wage for Los Angeles County was $13.54 per hour for a single adult and $29.25 per hour for one adult with one child.[24] The applicant has provided no commitment or evidence that it will provide a "living wage" to the project's permanent employees. Absent information, and any commitment to defined pay levels, it hard to understand how the finding required under section 21168.6.8(b)(2)(A)(i) that the project will pay "living wages" can be made.

2. The Project Will Not Create New "Highly Skilled Jobs"

AB 987 requires that the project create "highly skilled jobs." The applicant has not provided any information as to what permanent highly skilled jobs are being created. In fact, since the Clippers organization is a going concern, as the application admits, it is merely moving from one office to another.[25] There is no evidence that this move will create any new highly skilled jobs. The applicant must detail how moving from existing facilities will create new highly skilled jobs beyond temporary construction positions. Absent this information, it is unclear how a finding can be made that the project will create highly skilled jobs under AB 987.

* * * *

For the foregoing reasons, the Clippers' arena does not meet the requirements of AB 987. Certification under AB 987 is, therefore, not appropriate.

Thank you for considering our comments. If you have questions, you may reach me at (213) 891-7540.

Very truly yours,

s/ Maria Hoye
Maria P. Hoye
of LATHAM & WATKINS LLP

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[23] *See* Living Wage Calculation for California, *available at* http://livingwage.mit.edu/states/06.

[24] *Id.*

[25] The applicants' GHG analysis credits its existing operations against the emissions that the project will generate. While we disagree with this approach and believe it is fundamentally incorrect under CEQA and inconsistent with CARB's goals of reducing GHGs and AB 987's intent, if the applicant treats existing operations as a "baseline" for purposes of GHG, then those existing operations are the "baseline" for purposes of job creation. Thus, beyond construction labor, there is no indication that any new "highly skilled jobs" will be created. Per the applicant and consistent with its position in calculating GHG emissions, existing jobs are merely going to move from Los Angeles to Inglewood. Therefore, these jobs should not be credited as "new."

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 12

Falling transit ridership poses an 'emergency' for cities, experts fear

Number 7 subway cars are parked at the MTA's Mets-Willets Point rail yard, February 4, 2018 in New York. (Mark Lennihan)

By Faiz Siddiqui
March 24, 2018 at 6:52 p.m. PDT

Transit ridership fell in 31 of 35 major metropolitan areas in the United States last year, including the seven cities that serve the majority of riders, with losses largely stemming from buses but punctuated by reliability issues on systems such as Metro, according to an annual overview of public transit usage.

The analysis by the New York-based TransitCenter advocacy group, using data from the U.S. Department of Transportation's National Transit Database, raises alarm about the state of "legacy" public transit systems in the Northeast and Midwest, and rising vehicle ownership and car-based commuting in cities nationwide.

Researchers concluded factors such as lower fuel costs, increased teleworking, higher car ownership and the rise of alternatives such as Uber and Lyft are pulling people off trains and buses at record levels.

The data also showed 2017 was the lowest year of overall transit ridership since 2005, and bus ridership alone fell 5 percent.

"I think it needs to be considered an emergency," said Jarrett Walker, a transit planner who served as a consultant on a top-down bus network redesign to curb declining ridership in Houston. "When we don't share space efficiently, we get in each other's way. And that is a problem for the livelihood, the viability, the livability and the economy of a city . . . . It means more traffic, more congestion."

The Washington region's overall ridership fell in the middle of the pack with a 3.4 percent decline in overall trips between 2016 and 2017. Specifically, Metro's ridership dropped by 3.2 percent. The trend was largely driven by a 6 percent decline in bus ridership. Dramatic losses to subway ridership, including a 10 percent decline in 2016, had appeared to level off by 2017, when the total number of trips fell by about a percent and a half.

We asked some evening commuters on Feb. 7 about their feelings on carpet in Metro trains. (Video: Patrick Martin, Elyse Samuels/Photo: Salwan Georges/The Washington Post)

Metro has said about 30 percent of its ridership losses are tied to reliability issues, with teleworking, a shrinking federal workforce, Uber and Lyft, and other factors to blame for the rest.

Exceptions to the trend: Seattle, Phoenix and Houston, which either expanded transit coverage and boosted service or underwent ambitious network overhauls, as in Houston's case. (New Orleans ridership stayed flat.) In 2015, the Houston bus system was transformed overnight from a traditional hub-and-spoke design focused on downtown to a grid that apportioned equal service to other parts of the city. In the aftermath of the redesign, the system saw significant weekend ridership gains and quelled a trend of dramatic losses that included losing a fifth of its ridership over a little more than a decade.

That was not the case for the majority of U.S. cities. Between 2016 and 2017, ridership fell in each of the seven largest transit markets: New York, Chicago, Los Angeles, D.C., San Francisco, Boston and Philadelphia.

Transit researchers said it is crucial for cities and transit agencies to slow the losses even amid declining revenue, as alternatives threaten to lure people back into cars, particularly as shared rides become cheaper with the arrival of autonomous vehicles. The problem: The declines mean a decrease in farebox recovery, which can often lead to fare increases and reduced service, as in Metro's case.

"The thing that's perhaps a little bit more scary about this downturn [is] the prospect of technology will continue to nibble away [riders]," said Steven Polzin, program director for mobility policy research at the University of South Florida's Center for Urban Transportation Research. He laid out the factors responsible: online shopping, distance learning, teleworking, ride-hailing apps and alternatives such as bike sharing.

Polzin described what he called a "tough political sell" for agencies faced with decreasing ridership.

"Ridership declines, and then fare revenue declines, and then you have to cut service which means ridership declines more," he said. "So folks get nervous about the cyclical nature of the decline because of lost fare revenue. But [ridership declines] also undermine kind of the public will to invest additional subsidy dollars and service as well. It's very hard to go to your government and say 'My ridership is down 10 percent, and I need more money to subsidize 10 percent less riders.' "

Planners warn that cities simply do not have the capacity to handle a wholesale shift to other modes — whether today's version of ride hailing, driving or eventual ride sharing through autonomous vehicles. Those alternatives, Walker said, are no match for "the basic geometry problem that only transit can solve — which is to move large numbers of people through a city in very little space."

But some researchers said declining ridership is not always indicative of transit's failures.

Los Angeles-area transit agencies have seen dramatic bus ridership declines since the mid-2000s, with overall bus ridership falling about 30 percent over the course of a decade, according to the TransitCenter analysis.

Michael Manville, an assistant professor of urban planning at the University of California at Los Angeles, co-authored a January 2018 study that found many of the losses could be attributed to increased car ownership, particularly among low-income and immigrant populations, who were in a better position to afford cars following the Great Recession.

"I think it puts transportation planners in a bit of an unusual position . . . if in fact the reason for that departure is low-income people are doing better, getting the ability to move around like everyone else, it's hard to say that what we should do is get them to remove themselves from their cars and back on trains and buses," Manville said. "Transit systems should deliver quality service to low-income people. But low-income people do not owe us a transit system."

(Researchers also pointed out the increased ease of obtaining a car, through factors such as subprime auto loans.)

Walker warned of the future the trends could portend.

"That can't just be a free-market conversation of transit losing ridership, that's fine, let the best mode win," he said. "City governments have an urgent imperative to do what's necessary to make it attractive for people to use modes that use space efficiently."

Metro and other systems' reliability issues have hit low-income riders hardest, and now those systems are having a tough time winning them back in the face of increasing alternatives, advocates say.

Kristen Jeffers, founder and editor of the Black Urbanist blog, said riders are leaving because of declining service and the increased availability of other options to fill the gaps.

"Now that you have a car or a bike or a scooter on an app in your hand, and it's right there — in a lot of major cities, why not use that?" Jeffers said. "Now you don't have the indignity of being stuck on the side of the road for a bus that never comes."

She said transit systems need to regain trust through community outreach and going out of their way to cater to riders who might previously not have had a choice.

"Treating the bus like a prestige system," she said, similar to their treatment of heavy-rail systems in the past.

Metro is pondering a wholesale redesign of its bus system, with a study "to examine travel patterns, customer demand, technology opportunities and how to most cost-effectively deliver Metrobus service to riders," according to agency spokeswoman Sherri Ly. The agency has yet to award a contract for the study, she said.

Meanwhile another West Coast city, Seattle, is viewed as the model for how transit agencies can recoup ridership in an era of population growth, an improving economy and rapid technological change — in part because of the popularity of buses. The city's bus ridership has steadily grown from 92 million trips to 119 million over 16 years, the TransitCenter analysis shows. Meanwhile light-rail ridership ballooned amid expansions, from 3 million trips in 2002 to 32 million in 2017.

The city, which has some of the worst traffic congestion in the country, hosts about 45,000 Amazon employees and had added 60,000 workers to its center city core since 2010, according to Andrew Glass-Hastings, director of transit and mobility for the Seattle Department of Transportation.

Meanwhile Seattle voters have approved three high-dollar, transit-friendly initiatives that in the eyes of public officials have paid dividends and will continue to boost ridership: a $50 million annual funding boost to bus service, a billion-dollar Bus Rapid Transit expansion and a $54 billion light-rail expansion plan that would build 62 miles of light-rail in a project that will extend into the 2030s.

The improved bus service has meant the build-out of priority bus lanes and higher frequencies, with buses coming every four to six minutes, Glass-Hastings says. The state also requires large employers to enact programs that encourage alternatives to workers driving alone to work, resulting in commuter-benefit programs.

Is riding the bus finally becoming cool?

The lesson, says Glass-Hastings: "You can't neglect your transit system for decades, have it be in disrepair and expect people to continue to use it, especially in a day and age when alternatives are so readily available."

The Washington region, like many transit-centric cities, is a major player in the battle for Amazon's second headquarters, which brings the promise of about 50,000 jobs. Glass-Hastings

said HQ2 could be a coup for whichever city lands it. About 95 percent of workers to Seattle's new center city jobs commute by a mode other than driving alone, he said, and in Amazon's case, its workers' transit costs are company-covered.

But Amazon's preference of Seattle should be a message for the cities, he said:

"You can't just drop 50,000 people in sort of a transit desert and expect them to seek out the bus."

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
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EXHIBIT 13

Density Is New York City's Big 'Enemy' in the Coronavirus Fight

New York is more crowded than any large city in the country. That helps explain why it is the U.S. epicenter of the outbreak.

Outside of a check-cashing business in Brooklyn on Sunday. Officials have recommended that people stand six feet apart to avoid spreading the coronavirus.Credit...Sarah Blesener for The New York Times

By Brian M. Rosenthal

March 23, 2020

New York has tried to slow the spread of the coronavirus by closing its schools, shutting down its nonessential businesses and urging its residents to stay home almost around the clock. But it faces a distinct obstacle in trying to stem new cases: its cheek-by-jowl density.

New York is far more crowded than any other major city in the United States. It has 28,000 residents per square mile, while San Francisco, the next most jammed city, has 17,000, according to data from the U.S. Census Bureau.

All of those people, in such a small space, appear to have helped the virus spread rapidly through packed subway trains, busy playgrounds and hivelike apartment buildings, forming ever-widening circles of infections and making New York the nation's epicenter of the outbreak.

"Density is really an enemy in a situation like this," said Dr. Steven Goodman, an epidemiologist at Stanford University. "With large population centers, where people are interacting with more people all the time, that's where it's going to spread the fastest."

The challenge facing New York and other tightly cramped cities around the United States can be seen by comparing the country's largest city to its second biggest, Los Angeles.

As of Monday, there were more than 13,000 confirmed cases of coronavirus in New York and about 500 in Los Angeles. New York reported 125 deaths; Los Angeles reported seven.

The population of Los Angeles is about half of New York's, and it has conducted significantly fewer tests for the coronavirus. But researchers said one of the biggest reasons for the difference may be that in general, California residents live further apart from each other.

"Out here, we're spread out," said Dr. Lee Riley, professor of infectious diseases at the University of California Berkeley School of Public Health. "People use cars, the public transportation system is terrible. Whereas in New York City, you have the subways, the buses, Times Square, people living in your small apartment buildings."

New York's subways and buses bring millions of people close together on a normal day. Credit...Demetrius Freeman for The New York Times

By almost any measure, New York has more bustling humanity living, working and playing side-by-side than anywhere in the country.

On an average workday, more than 5 million people jostle onto the city's subway trains — as many trips as Los Angeles sees in half a month. Far more people live in cramped public housing units in New York — 400,000 — than in any other city. And nearly 40 million people visit Times Square every year, making it one of the busiest tourist attractions in the world.

In the past weeks, as the coronavirus crept into the country, that crush of people was a vulnerable target.

Dr. Deborah L. Birx, the White House's coronavirus response coordinator, said on Monday that the "attack rate" — the percentage of the population infected with the virus — was nearly one in 1,000 in the New York area, five times higher than in other parts of the country.

"So, to all of my friends and colleagues in New York, this is the group that needs to absolutely social distance and self-isolate at this time," she said. "Clearly, the virus had been circulating there for a number of weeks to have this level of penetrance into the general community."

Concerns about density were also at the forefront as New York officials discussed the spread of the virus in increasingly alarmed tones. New York City is now among the worst hot spots in the world: The city now has more coronavirus cases per capita than Italy, the world's epicenter of the virus outside of China, where it originated.

Gov. Andrew M. Cuomo said more than 20,000 people throughout New York state had tested positive for the virus so far, and 157 had died. More than 2,600 remained hospitalized.

Hospitals across New York City and surrounding areas reported increasing numbers of cases as administrators announced new restrictions on visitors, and workers warned about shortages in protective equipment. Mr. Cuomo announced plans to send hundreds of thousands of masks, gloves and gowns to health care facilities, and said the Jacob K. Javits Convention Center in Manhattan would be repurposed into four "emergency hospitals."

But he said that initial measures to control the spread of the virus were not working, especially in New York City, where people had been gathering in parks over the weekend and not staying far enough away from each other.

He said he was still awaiting a plan from the city to prevent residents — especially young people — from getting too close, perhaps by imposing more controls on public spaces and opening some streets to pedestrians.

"I touch this table — the virus could live here for two days. You come tomorrow, I'm gone, you touch that spot," Mr. Cuomo said. "In New York City, all that density, a lot of people are touching a lot of spots, right? Park bench, grocery counters. Just picture the city in daily life."

Crowds shopped at the Union Square Greenmarket in Manhattan on Saturday despite government orders that people stay inside and avoid getting too close to each other. Credit...James Sprankle for The New York Times

Gov. Ron DeSantis of Florida said on Monday that he would sign an executive order directing the state's surgeon general to require anyone flying to the state from New York or New Jersey to observe a mandatory 14-day quarantine.

Many coronavirus cases in Florida, especially in counties that include Miami, Fort Lauderdale and West Palm Beach, have been tied to New York, and a recent uptick in travel from the region suggested New Yorkers were flying to Florida to flee restrictions.

Coronavirus appears to spread from person-to-person through droplets produced by coughing, sneezing and spitting, according to the initial research. It is mostly transmitted by people with symptoms of the virus, but asymptomatic transmission also appears possible.

It has spread throughout the world, including in cities and countries that are not very crowded.

But researchers have noticed that New York City has a similar population and a somewhat similar density to that of Wuhan, the Chinese city where the virus originated.

No American city is like New York, a regional economic hub that is also a magnet for international commerce and tourism, drawing in 60 million visitors a year. Before the onset of the coronavirus ground the city to a halt, more than 3,000 planes were landing at its airports every day.

Drawing in travelers and commuters from neighboring states, the city holds about 10 million people at any given time.

Certainly, there may be other reasons aside from density that cities such as Los Angeles have such a lower rate of coronavirus cases compared with New York, researchers said.

Los Angeles has taken longer to implement widespread testing, and it has partially shied away from testing, fearing that it would waste resources. Andrea Garcia, a spokeswoman for Mayor Eric Garcetti, said that there were four testing sites in the city, but the locations were only disclosed to those who qualified for the test.

On Monday, officials in Los Angeles County said they planned to significantly increase its testing soon.

Elmhurst Hospital in Queens has drawn large groups of people waiting to get tested for the coronavirus. Credit...Dave Sanders for The New York Times

Another factor in the differing rates between New York and Los Angeles may be the warmer weather in Southern California, a climate that some early analysis suggests may slow the spread of the virus.

Regions with average temperatures above 64.4 degrees Fahrenheit (or 18 degrees Celsius) account for fewer than 6 percent of global cases so far, according to researchers at the Massachusetts Institute of Technology.

Other possible factors include better containment measures, or just the randomness of who happened to contract the virus first, and where they went.

Still, public health experts said that density was likely the biggest reason for why the virus has torn through New York City and not yet hit to the same degree elsewhere. They urged other cities and towns around the country to pay attention.

"New York City is often the first to get hit because of how dense it is, and how many international travelers come through," said Thomas R. Frieden, the former director of the Centers for Disease Control and Prevention as well as the New York City health department. "The question now is whether the rest of the U.S. will learn from New York and avoid the situation that it is facing and is likely to get worse in the coming days and weeks."

Patricia Mazzei, Adam Popescu and Liam Stack contributed reporting. Susan Beachy contributed research.

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A version of this article appears in print on March 24, 2020, Section A, Page 1 of the New York edition with the headline: Trait Defining New York Life Enables Virus. Order Reprints | Today's Paper | Subscribe

MIT study: Subways a 'major disseminator' of coronavirus in NYC

By David Meyer April 15, 2020 | 2:09pm | Updated

NYC subways blamed for spreading coronavirus through the city

A new study argues that city subways and buses were a "major disseminator" of the coronavirus in the Big Apple.

The paper, by MIT economics professor and physician Jeffrey Harris, points to a parallel between high ridership "and the rapid, exponential surge in infections" in the first two weeks of March — when the subways were still packed with up to 5 million riders per day — as well as between turnstile entries and virus hotspots.

"New York City's multitentacled subway system was a major disseminator — if not the principal transmission vehicle — of coronavirus infection during the initial takeoff of the massive epidemic," argues Harris, who works as a physician in Massachusetts.

While the study concedes that the data "cannot by itself answer question of causation," Harris says the conditions of a typical subway car or bus match up with the current understanding of how the virus spreads.

"We know that close contact in subways is fully consistent with the spread of coronavirus, either by inhalable droplets or residual fomites left on railings, pivoted grab handles, and those smooth, metallic, vertical poles that everyone shares," he writes.

But some experts and transit officials question the study's findings.

Hofstra University professor of public health Anthony Santella told The Post he was "not surprised" that there was a correlation, but questioned Harris' conclusion.

"We're talking about early March before the restrictive public health control measures went in place," Santella said.

"It's certainly not solely related to the subway system. It's because of our own behaviors and when these other measures went into place."

Commuters aboard a 5 train departing from Union Square subway station.
Robert Miller

MTA chairman Pat Foye echoed that point in comments to reporters Wednesday afternoon, calling the study "flawed." He noted that Gov. Andrew Cuomo closed all non-essential businesses on March 20.

"Social density … was a result of many factors — business, restaurants, bars, Madison Square Garden, sports arenas, concerts, and the things that make New York happen," Foye said.

Additional reporting by Natalie Musumeci

The Subways Seeded the Massive Coronavirus Epidemic in New York City

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Social Science Research Network No. 3574455, April 13, 2020

Abstract. New York City's multipronged subway system was a major disseminator – if not the principal transmission vehicle – of coronavirus infection during the initial takeoff of the massive epidemic that became evident throughout the city during March 2020. The near shutoff of subway ridership in Manhattan – down by over 90 percent at the end of March – correlates strongly with the substantial increase in the doubling time of new cases in this borough. Subway lines with the largest drop in ridership during the second and third weeks of March had the lowest subsequent rates of infection in the zip codes traversed by their routes. Maps of subway station turnstile entries, superimposed upon zip code-level maps of reported coronavirus incidence, are strongly consistent with subway-facilitated disease propagation. Reciprocal seeding of infection appears to be the best explanation for the emergence of a single hotspot in Midtown West in Manhattan.

*The comments of the following individuals are greatly appreciated: Robin Bell, Jay Bhattacharya, Marlin Boarnet, Ken Boynton, Gil Brodsky, Peggy Cardone, Lee Cohen-Gould, Philip Cooley, Mike Cragg, Peter Diamond, Denise Everett, Richard Florida, Michael Fulgitini, Mariana Gerstenblüth, Daniel Geselowitz, Ray Girouard, Beatriz González López-Valcarcel, Michael Grovak, Joseph Guernsey, Robert Hanlon, Ali Harris, Barry Harris, Dena Harris, Jarrett Harris, Neil Harrison, Bill James, Paul Joskow, Thomas Kalb, Stuart Katz, Karl P. Keller, Ronald Klempner, Moritz Kraemer, Ronald Laporte, Kathryn Blackmond Laskey, Ken Laskey, Zoe Lazarre, John Lowell, Marylee Maendler, Mark Mandell, Melissa Oppenheim Margolis, Andrea Lubeck Moskowitz, Sean X. Luo, Heide O'Connell, David Posnett, Andrew Racine, Thomas Reichert, June Blender Rogers, Ron Rogers, George Rutherford, Brina Sedar, Todd W. Schneider, Susan Goldberg Simon, Tim Sullivan, Kieran Smith, Rivana Cohen Stadtlander, Peter Temin, Pat Tracy, Patricia Triunfo, Shuang Troy, Mark Weinstein, William Welch, William Wheaton, and Delbert Yoder. The opinions expressed here are solely those of the author and do not represent the views of the Massachusetts Institute of Technology, Eisner Health, the National Bureau of Economic Research, or any other individual or organization. The author has received no direct or indirect remuneration for this article, and has no conflicts of interest to declare. This is the second article in a series. For the first article, see Harris (2020).

Introduction

The starting point for this study is the singular nature of the COVID-19 epidemic in New York City. By the third week in April 2020, total confirmed coronavirus infections topped 145 thousand, or about one-sixth of all reported cases in the U.S. This cumulative total was considerably greater than the combined number of reported cases in the counties comprising Chicago, Detroit, Los Angeles, Miami, Boston, Philadelphia, New Orleans, Seattle and Houston combined. The New York City tally has exceeded total cases in the Lombardy region of Italy, the Community of Madrid and the Province of Tehran combined.

How could the epidemic have spread so extensively in such a relatively small space and in just a few weeks? To address this question, we focus here on the city's pervasive, multipronged subway system. Based largely on observational data, we conclude that in all likelihood, the subway system was a major disseminator – if not the principal transmission vehicle – of coronavirus infection during the initial exponential takeoff of the epidemic during the first two weeks of March 2020. Moreover, the ensuing marked decline in subway use was the main vehicle by which the public's growing perception of risk was translated into reduced transmission of the virus.

Our study does not exclude other mechanisms for the primary spread of coronavirus infection. The public schools, for example, may have played a significant role. This hypothesis is indirectly supported by the key roles played by the closures of public schools and the subsequent vaccination of young schoolchildren in blunting outbreaks of influenza in mid-twentieth century Japan (Reichert et al. 2001). While the New York City public school system has educated over 1.1 million students in more than 1,700 public schools, the city's public subway system, we shall soon see, has typically chauffeured more than 5 million rides per working day – from Eighth Avenue in Manhattan to Euclid Avenue in Brooklyn, from Lexington Avenue in the Bronx, with just one transfer, to Forest Hills–71st Avenue in Queens.

Reported COVID-19 Cases and Subway Turnstile Entries

Figure 1 simultaneously tracks the daily movements of two variables from March 1 though April 3, 2020. The pink-filled circles show the numbers of new coronavirus infections reported each day by the New York City Department of Health (New York Department of Health and Mental Hygiene 2020). For this variable, the vertical axis on the left is rendered on a logarithmic scale. That way, a straight-line trend would represent the exponential growth

typically seen during the initial upsurge of an epidemic where everyone in the population is naïve to the infectious agent (Harris 2020).

For the same variable of newly reported cases, the horizontal axis at the bottom ticks off the date that the coronavirus test was *performed*. By contrast, in Figure 1 of the first article in this series (Harris 2020), we tracked newly reported infections in relation to the date the test results were *received*. The new reporting convention, which has been recently adopted by the city's health department, has the advantage that it cuts out the delay between the date that a healthcare worker swabbed a sample from a patient's nose or throat and the date that the laboratory notified the department of the test result. It has the disadvantage, however, that the most recent daily counts are unreliable because the department is still waiting for the lab reports to come in.

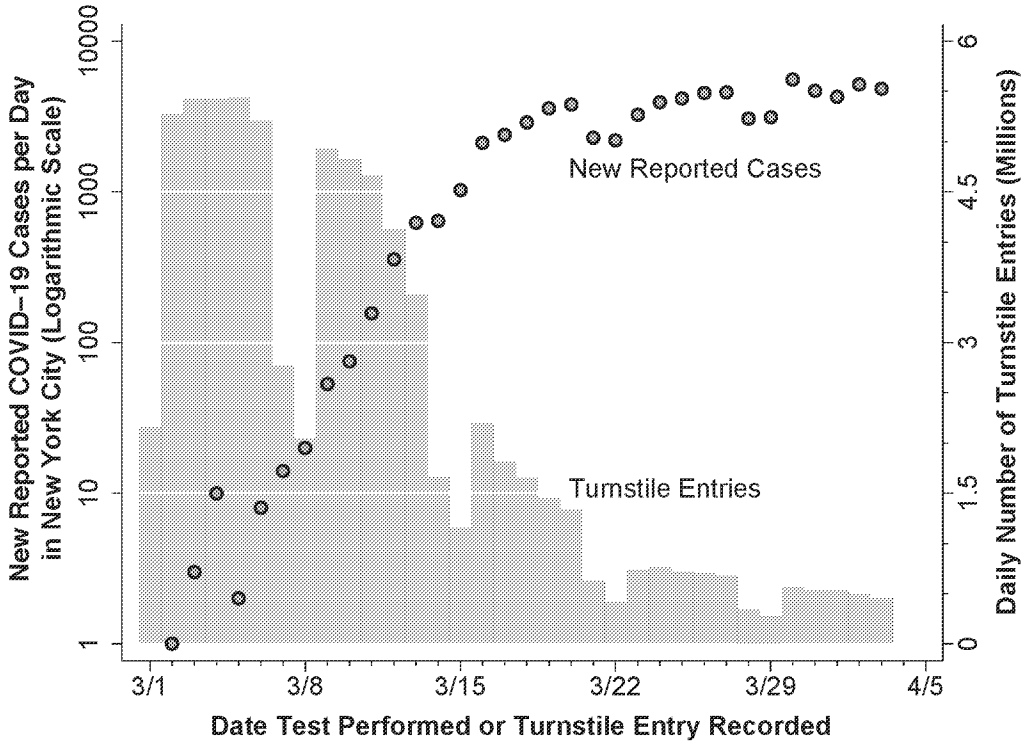

Figure 1. Numbers of Newly Diagnosed COVID-19 Cases (Pink Data Points, Left Axis) and Millions of Subway Turnstile Entries (Blue Bars, Right Axis), New York City, March 1–April 3, 2020.

No matter what convention is employed to mark off the calendar on the horizontal axis, the trend in the daily reported incidence of new COVID-19 cases tells the same story. There is a rapid upswing during the first half of the month, with a doubling time in Figure 1 of just 1.4

days, a rate of acceleration consistent with a basic reproductive number R_0 exceeding than 3 (Harris 2020). This was followed by a marked slowing with a doubling time of 19 days. As we've earlier discussed, there are a number of valid reasons why the numbers of reported cases understate the total number of coronavirus infections. Still, when all of the indicators are viewed together, the conclusion that the epidemic curve in New York City has been flattening is inescapable (Harris 2020).

The second variable tracked in Figure 1 above represents the total numbers of entries every day into any of the approximately 4,600 turnstiles located throughout New York City's 496 subway stations. These counts are reported each week by the Metropolitan Transportation Authority (MTA) (Metropolitan Transportation Authority (MTA) 2020b, c, Whong 2020, Wellington 2020). This variable is represented as sky-colored vertical bars, measured in millions of entries tallied along the vertical axis on the right side of Figure 1. For this variable, the horizontal axis measures the dates on which riders passed through the system's turnstiles. While the MTA also reports turnstile exits, the data do not allow an analyst to link a particular rider's station of entry with that rider's station of exit.

Figure 1 shows only the volume of rides from March 1 onward. Still, the counts shown during the first full week of the month – from Sunday March 1 through Saturday March 6 – are quite typical of the pattern for prior weeks, peaking during mid-week at about 5.5 million rides per day and dropping during the weekends (Schneider 2020). During the second week of March, however, we begin to see a slight decline in subway usage, overall about 19 percent lower than the previous week. This decline in subway use accelerates markedly beginning on Monday March 16, the day that New York City Mayor de Blasio issued an order limiting gatherings and closing numerous places of congregation. By the third week overall, subway usage is down 68 percent from the first week in March, and by the fourth week, it's down 86 percent.

Simple comparison of the two trends in Figure 1 cannot by itself answer questions of causation. Still, the parallel between the continued high ridership on MTA subways and the rapid, exponential surge in infections during the first two weeks of March supports the hypothesis that the subways played a role. The subsequent plummeting of ridership appears likewise to parallel the flattening of the reported incidence curve. The steep fall in the heights of the blue bars undoubtedly represent the public's response to widespread publicity about the ferocity of the outbreak that had been gathering storm for two weeks. As economists say, the

precipitous drop in subway ridership was *endogenous*. Even so, the temporal pattern in Figure 1 is compatible with the conclusion that the subway system was the vehicle by which the public's response was translated into reduced transmission of the virus.

Subway Ridership by Borough

Figure 2 focuses more sharply on the trends in subway turnstile entries, breaking down the trends by the borough in which the subway station of entry was located. We have included the Staten Island railway, which connects to Manhattan via the Staten Island Ferry. The vertical axis now measures turnstile entries as a percentage of the volume recorded on Monday, March 2, 2020. To better appreciate the proportional changes in ridership, the vertical axis is rendered on a logarithmic scale.

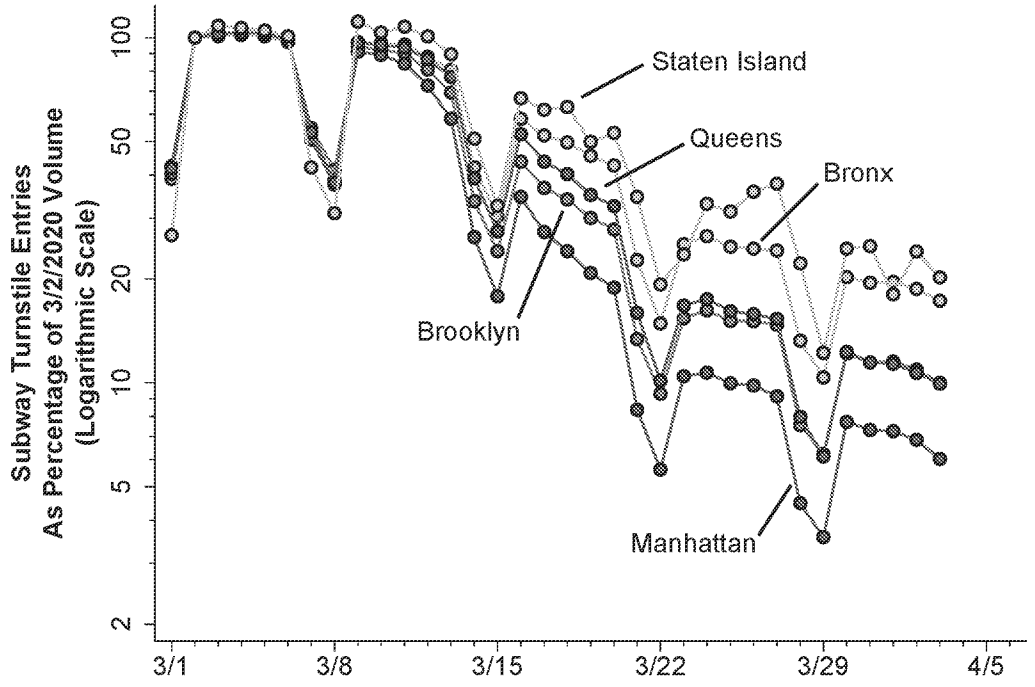

Figure 2. Daily Numbers of Turnstile Entries for the Five Boroughs of New York City, Computed on a Logarithmic Scale as a Percentage of Peak Ridership on March 2, 2020 (Corrected from original April 13 version).

During the first week of March, the ridership volumes in the five boroughs, calculated in percentage terms, are indistinguishable, except for a greater weekend dropdown in Staten Island. As the second calendar week comes to a close, we can begin to see a divergence among boroughs, which becomes increasingly prominent over time. By Monday March 23, Manhattan ridership has fallen to 10.5 percent of its March 2 volume, as shown by the purple data points,

and by Monday March 30, it's down to 7.8 percent of peak. By contrast, Bronx, represented by the sky-blue data points, was down to 25.2 percent of peak volume by Monday March 23 and 20.3 percent of peak by Monday March 30. Staten Island, represented by the mango data points, experienced an even smaller drop in volume.

For each of the five boroughs, Figure 3 compares the percentage decline in turnstile entries from March 2 through March 16, shown on the horizontal axis, against the estimated doubling times of new reported COVID-19 cases 15 days later during the week starting on March 31. The borough of Manhattan stands out from the other four. By March 16, Manhattan turnstile entries had fallen to 65 percent of their March 2 peak. About two weeks later, the trend in the number of new reported infections was virtually flat, with a doubling time of 20 days. From formulas developed in our earlier report (Harris 2020), it is likely that the reproductive number ***R*** in Manhattan as a whole is now less than 1. That is, the number of individuals coming down with a new coronavirus infection during any given day is outweighed by the number of previously infected individuals who lost their infectivity during that same day.

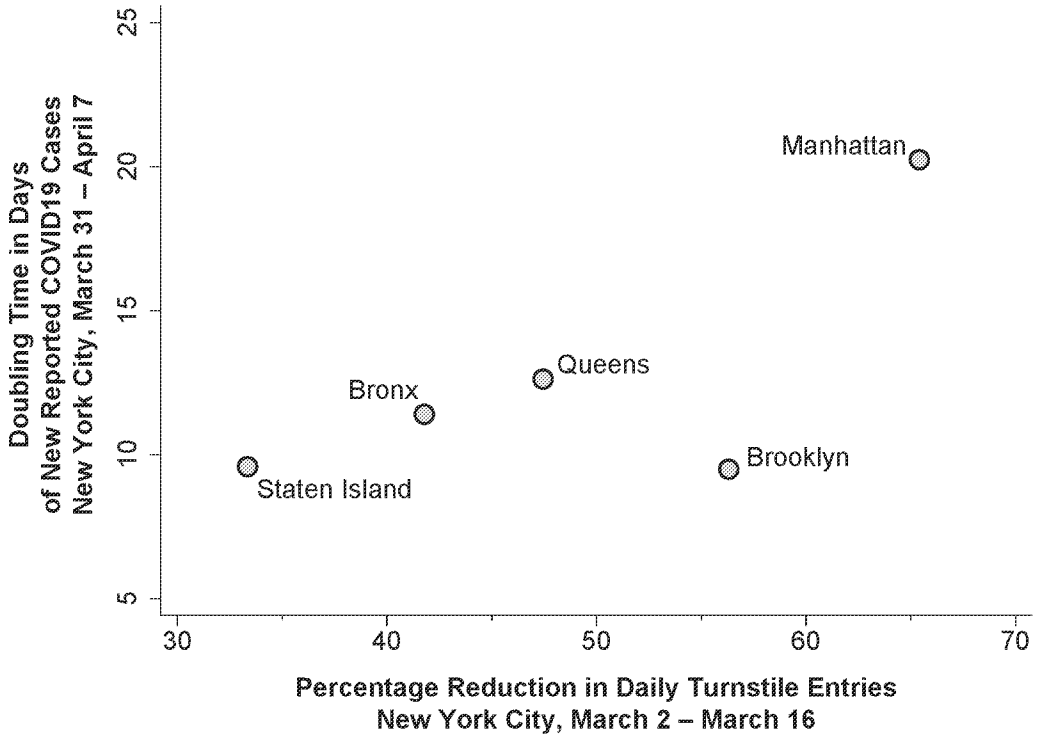

Figure 3. Percentage Reduction in Daily Turnstile Entries from March 2 to March 16 Versus the Estimated Doubling Time of New Reported COVID-19 Cases During the Subsequent Week from March 31 to April 7. Five Boroughs, New York City.

The finding that a 65-percent drop subway ridership is associated with a subsequent reversal of the COVID-19 epidemic in the borough of Manhattan hardly proves causation. It could be that the decline in ridership is no more than an indicator – what economists call a *proxy* – for other concurrent social distancing activities that ultimately contributed to the observed decline in reported infections. In any event, it would be inappropriate to draw firm conclusions from what would amount to a Manhattan-versus-the-rest study.

Still, the findings in Figure 3 help resolve a puzzle posed by more than a few observers. In one study, researchers hypothesized that the lower rate of coronavirus infection in Manhattan had something to do with income or social class (Wellington 2020). Manhattan was dominated by "stay-at-home professionals with more job security and benefits," while the remaining boroughs were populated principally by "low-paid front-line workers" such as grocery clerks, delivery workers, transit workers, and cleaning and maintenance workers (Florida 2020). Figure 3 shows a clear temporal relation between the accelerated evacuation of the subways in Manhattan and the subsequent leveling off of the COVID19 incidence curve in that borough. Manhattanites could afford to stay off the subway, while many inhabitants of the other four boroughs could not.

Diversity of COVID-19 Incidence by New York City Zip Code

Figures 4 and 5, respectively, map the cumulative numbers of COVID-19 cases per 10,000 population in New York City zip codes at two points in time: March 31 and April 8. In each map, we use the same fixed three-class color scheme to characterize the cumulative incidence. Light green ▭ signifies a cumulative incidence rate less than 70 cases per 10,000. Medium green ▭ signifies a rate of at least 70 but less than 100 cases per 10,000. Dark green ▭ stands for a rate of at least 100 per 10,000, which is equivalent to saying that at least 1 percent of the population has been infected as of the specified date. These maps were modified from published maps depicting the numbers of positive tests, but not incidence (New York Department of Health and Mental Hygiene 2020). For an animated GIF, click here.

Comparison of the two maps, depicting the evolution of the coronavirus epidemic over just 9 days, shows the initial seeding and subsequent spread from several distinct hotspots: Borough Park (11219) and Midwood (11230) in Brooklyn; Morris Park–Westchester Square (10461) in the Bronx; a swath of contiguous zip codes extending eastward from East Elmhurst (11370) in Queens; and a hotspot centered around Midtown West (10018) in Manhattan. By

April 8, the zip code with the highest cumulative incidence was East Elmhurst (11370) with 180 cases per 10,000 population.

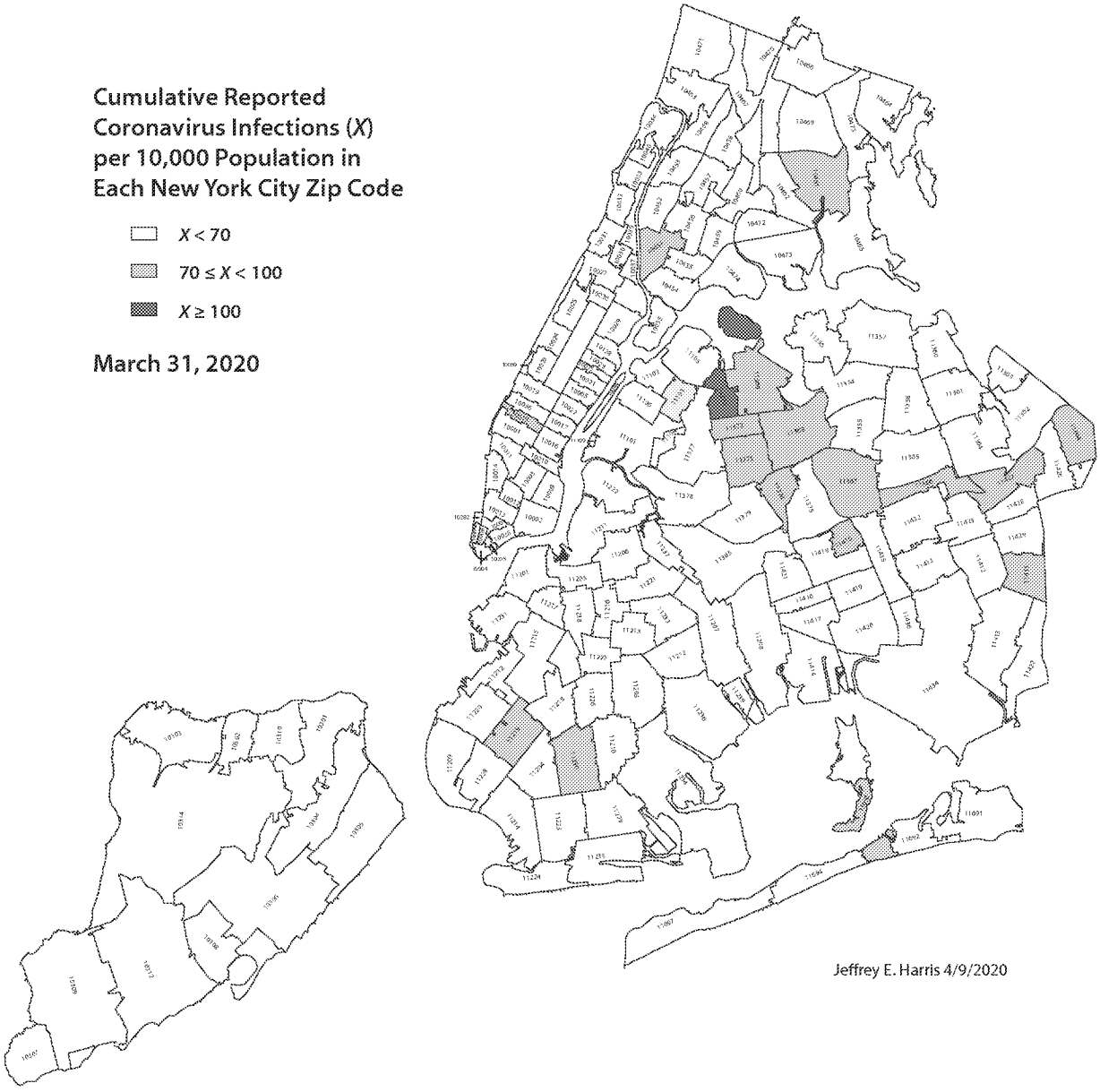

Figure 4. Map of Cumulative Numbers of Coronavirus Infections per 10,000 Population According to Zip Code of Residence, New York City, as of March 31, 2020.

Looking at the data on subway station-specific turnstile entries and zip code-specific infection rates, many economists may see the makings of a *difference-in-differences analysis*. For each station, the idea is first to compute the time trends in turnstile entries and coronavirus incidence, and then assesses whether there is a relation between the two trends across different

subway stations (Fredriksson and Oliviera 2019). Unfortunately, there is a serious problem with this extraordinarily popular method of doing policy analysis (Bertrand, Duflo, and Mullainathan 2004). In particular, there is likely to be significant *serial correlation* in the outcomes among adjacent subway stations situated along the same line.

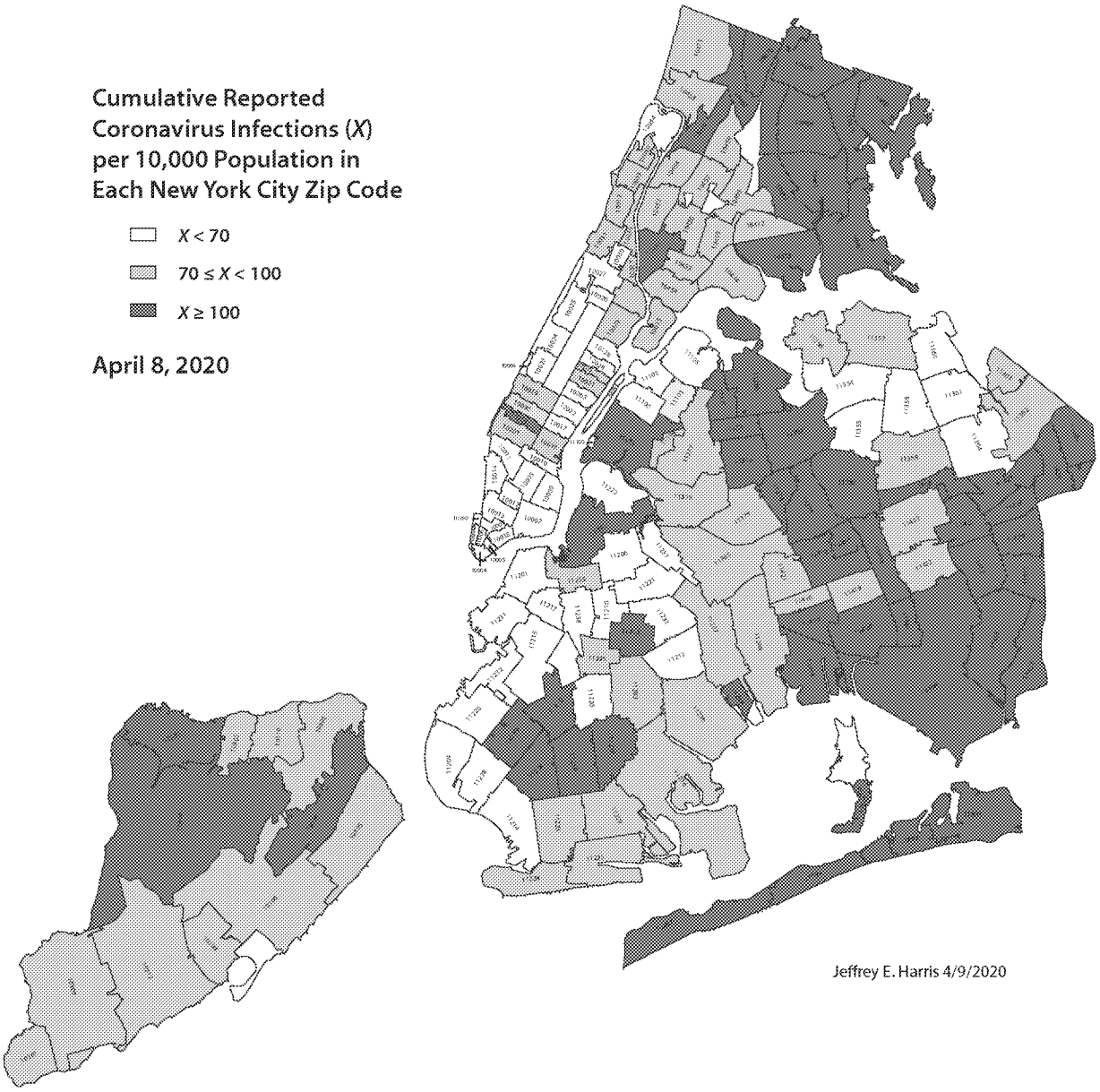

Figure 5. Map of Cumulative Numbers of Coronavirus Infections per 10,000 Population According to Zip Code of Residence, New York City, as of April 8, 2020.

The problem, put differently, is that the individual subway stations are not epidemiologically independent entities. Consider a service worker using public transportation in

New York City, who typically takes more than a half-hour to commute to work (Choi, Velasquez, and Welch 2020). Specifically, she takes the Flushing Local line, entering the turnstile at the Junction Boulevard stop, located within the Corona zip code (11368) in Queens, getting off at the 34th Street–11th Avenue stop at the end of the line, from which she walks to her work in the Midtown West zip code (10018).

We'll call our commuter Milagros, a name honoring Nuestra Señora de Los Milagros, inasmuch as zip code 11368 is 74% Hispanic-Latino (USZip 2020b). Once Milagros boards the train, the next two stops are 90th Street–Elmhurst Avenue and 82nd Street–Jackson Heights, smack-dab between zip codes 11372 (Jackson Heights) and Elmhurst (11373), which were already emerging hot spots of infection by March 31. From 82nd St.–Jackson Heights, it would take Milagros just five minutes to walk to the Elmhurst Hospital Emergency Department.

Milagros's exposure to coronavirus is not accurately gauged by the number of commuters who passed through the turnstile at her entry point at Junction Boulevard. That's because she'll come into contact with potentially infectious passengers at each of the remaining 17 stops until she gets off at 34th Street–11th Avenue, which happens to be located in another coronavirus hotspot. On the way back home, she will also be exposed to those passengers staying on the Flushing Local and disembarking after Milagros does – at the 103rd St–Corona Plaza, 111th Street, and Mets–Willets Point stations likewise located in hotspot zip codes. In view of these independencies between units of observation, the classic technique of difference-in-differences routinely employed in policy evaluation is, as Milagros would put it, *arrojado por la ventana*.

Subway Lines Are the Correct Units of Analysis.

Figure 6 superimposes the stops along the 7 Local Line (historically, the Flushing Local Line) that tens of thousands of passengers like Milagros took every day back and forth between a station at the eastern end of the line in Queens and a station at the western end in downtown Manhattan.

The outer area of each circle ◉ corresponds to the volume of turnstile entries at that station during the first week in March, while the inner area corresponds to the volume during the third week in March. As we would anticipate from the data in Figures 3 and 4, the volume of turnstile entries declined to some extent at all of the station stops along the Flushing Local line. While the percentage decline was considerably greater at the Manhattan stops, the absolute

numbers of entries at Grand Central–42nd Street and Times Square–42nd Street turnstiles during the third week in March were still comparable to those at the other end of the line.

Figure 6. Stops Along the Flushing Local Line in the New York City Subway System Superimposed on a Section of the Zip Code Map in Figure 5. The outer area of each point corresponds to the volume of turnstile entries during the first week in March 2020, while the inner area corresponds to the volume during the third week of that month.

The data in Figure 6 are compatible with continued but reduced propagation of coronavirus infection along the Flushing Local line during the third week of March. The stations run through the hot spots in the Elmhurst area and terminate at the hotspot zip code in West Midtown Manhattan. The line also runs through Long Island City zip code 11101, another hotspot with a 34.5% Hispanic-Latino, 18.5% African-American and 15.9% Asian demographic profile, where 71.6 percent of workers take public transportation (USZip 2020a).

The data in Figure 6 are further compatible with reciprocal or reverse seeding of the hotspots in Midtown West from the hotspots along the periphery of the Flushing Local Line. While the volume of turnstile entries at the Midtown West stations (especially Times Square and Grand Central) were substantially reduced by the third week in March, the absolute volume still remained elevated as daily workers like Milagros reentered these stations from the periphery.

In the classic, static model of epidemic propagation (Harris 2020, Kermack and McKendrick 1991), susceptible individuals (the *S's*) make contact with infective individuals (the

I's). The incidence of new infections depends on two factors: the frequency of contact between an *S* and an *I*, and the probability that each contact results in transmission of the infection. The model was borrowed from the basic law of mass action in chemistry, where *S* and *I* molecules bombard against each other, bounding around in a gas or a liquid. In an innovative series of papers, Goscé and colleagues generalized this model to consider contagion when the *S's* and *I's* move along a corridor (Gosce, Barton, and Johansson 2014, Gosce and Johansson 2018). They applied their framework to the study of the spread of influenza-like illness in the London Underground, a vast network opened just nine years after Dr. John Snow got public officials to disable a pump at Broad (now Broadwick) and Lexington Streets, now about a five-minute walk from the Oxford Circus station.

The Goscé model offers a number of insights that are immediately applicable to the data from the New York City Flushing subway line. The first is that the rate of disease transmission is related to the number of trips and average number of stations per trip along the entire subway line, and not just to the number of entries at any one subway station. Second, passengers entering the subway line even at a remote, less populous station are slowing down the system, thus increasing the transit time that the *S's* stay in contact with the *I's*. Third, those uninfected *S*-passengers who cram shoulder-to-shoulder into a particular subway are increasing train-car density and thus raising the average number of other *S*-passengers infected by an *I*-passenger who happens to be standing in the middle of the train. Fourth, *local* trains – like the Flushing local – are more likely to seed epidemic infections than express lines. Finally, an entire subway line, rather than the individual stations or subway cars, is the appropriate unit of analysis.

For 32 subway lines in the MTA's database (Metropolitan Transportation Authority (MTA) 2020b), Figure 7 plots the cumulative per capita incidence of coronavirus infection as of April 3, 2020 against the percentage reduction in turnstile entries between the first and third weeks of March. To compute cumulative per capita incidence, we linked each subway station along each line to its nearest zip code, based on the geocodes of the stations (Metropolitan Transportation Authority (MTA) 2020b) and the centroids of each zip code (Open Data Soft 2020). For each subway line, we then calculated the total number of reported coronavirus cases in all linked zip codes combined and divided that number by the total population of all linked zip codes combined. Thus, each subway line's cumulative incidence was the population-weighted average of cumulative incidence rates among each of its station-linked zip codes.

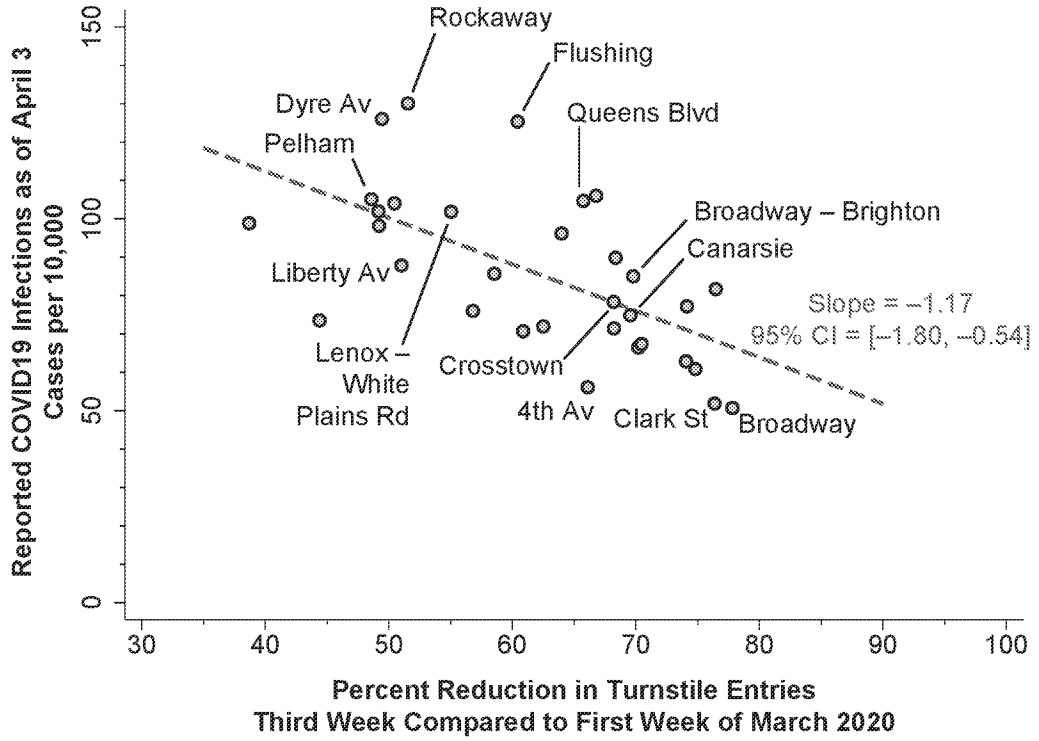

Figure 7. Reported COVID-19 Infections per 10,000 Residents in Each of 32 Subway Lines Relation to the Percentage Reduction in Turnstile Entries from the First to the Third Weeks of March 2020.,

Comparing entire subway lines, Figure 7 thus relates the change in ridership of each line with the overall rate of coronavirus infection in the zip codes traversed by that line. Those lines showing the largest decline in ridership from the first to the third week of March had significantly lower rates of coronavirus infection by the beginning of April. A least squares regression line gives an estimated slope of –1.17 ($p = 0.001$). That is, for every 10-percentage point reduction in subway ridership during the first three weeks of March, the cumulative incidence of infection declined by an estimated 11.7 cases per 10,000. While the Flushing line shows one of the three highest infection rates, the 66-percent decline appears to make it an outlier in the plot. That's because the estimated decline includes the marked reductions in ridership in the two major stops in Midtown Manhattan (Figure 6).

A Bunch of Garbage

While we've got a few more maps up our sleeve, we're already at a juncture where some readers may react with extreme skepticism. We don't have a cleanly designed *natural experiment* comparable to the removal of the handle on the Broad Street pump in St. James's parish,

advocated by Dr. John Snow, which dramatically shut down a cholera outbreak in mid-nineteenth century London (Snow 1855). Without such evidence, the naysayers will assert that any diffuse, multitentacled network that traverses most of the city could be correlated spatially with the spread of coronavirus infection documented above. To be sure, serious critics won't point to the electromagnetic signals from power lines, but they could argue that the path traced in Figure 6 could just as well represent the stops of sanitation trucks. Put bluntly, the critique goes, the evidence presented thus far would be consistent with contaminated garbage as the vehicle for the massive spread of deadly COVID-19.

Except for one thing – namely, we know that the garbage hypothesis is entirely implausible, while the subway hypothesis is entirely plausible.

We know that coronavirus is transmitted from one person to another by two principal means. First, an infected person exhales moist air containing very small droplets loaded with the virus. A passenger standing two feet away from an infected rider for just 15 minutes would almost certainly inhale virus particles, even if the infected rider never coughed or sneezed (New York City Rapid Transit 1988, Santarpia, Rivera, and Herrera 2020). Second, an infected person constantly sheds virus particles on almost every surface he touches, such as glasses, keys and phones. That would include the vertical metallic poles shared by standing passengers. A crowded subway train is thus an ideal incubator for coronavirus transmission (Qian et al. 2020).

Other places where people congregate might be fairly dense at peak hours, just as restaurants, gyms, retail stores and some workplaces. But the subway system is much more efficient at propagating infection from Midtown to the periphery and back many times in a day.

We know that the flattening of the epidemic curve in Manhattan two weeks after that borough had cut its subway ridership by 65 percent adds tellingly to the circumstantial evidence. So does the finding that those lines with the largest decline in ridership from the first to the third week of March had significantly lower rates of coronavirus infection by the beginning of April.

We know that we can't dismiss out of hand our finding of reciprocal seeding from the periphery of the Flushing local line to Manhattan's only hotspot in Midtown West, and from that central hub back to the periphery. We know that many workers – especially non-White workers – have been trapped by economic necessity into continuing to expose themselves to the bad stuff millions of times daily (Goldbaum and Cook 2020). We know that it would be inappropriate to require the subway hypothesis to explain every aspect of the diffusion of coronavirus, if only

because we have buses and schools, too, if only because Milagros, once she got sick, didn't have her own bedroom and bathroom to isolate herself.

Overlaying the Other Subway Lines on the Epidemic Map

Figure 8 superimposes comparable data from the 6th Avenue Local line (also called the Queens Blvd Local line) to the epidemic map of Figure 6. As in the previous figure, the subway stops of 6th Avenue Local run right through the hotspot zip codes. What's more, the inner circles, colored dark blue ◉, show a significantly greater decrease in volume in the Manhattan stops by the third week in March. These additional data in Figure 8 are further compatible with the conclusion that propagation of coronavirus, while reduced in comparison to the first week of March, was continuing to spread along subway lines through at least the third week of March.

Figure 8. Stops Along the Flushing Local Line and 6th Avenue Local Line in the New York City Subway System Superimposed on a Section of the Zip Code Map in Figure 5. The outer area of each point corresponds to the volume of turnstile entries during the first week in March 2020, while the inner area corresponds to the volume during the third week of that month.

The last station on the 6th Avenue Local line is Jamaica – 179th Street, a major hub for local bus routes in Queens (Metropolitan Transportation Authority (MTA) 2018). From there, one can take the 43 bus along Hillside Avenue to reach Bellerose Manor (zip code 11426), at the

eastern end of the conglomeration of zip code hotspots within the borough shown in Figure 5. Alternatively, one can take the 111 bus down to Rosedale (zip code 11422) in the southeast corner, where 81 percent of residents are African-American (USZip 2020c).

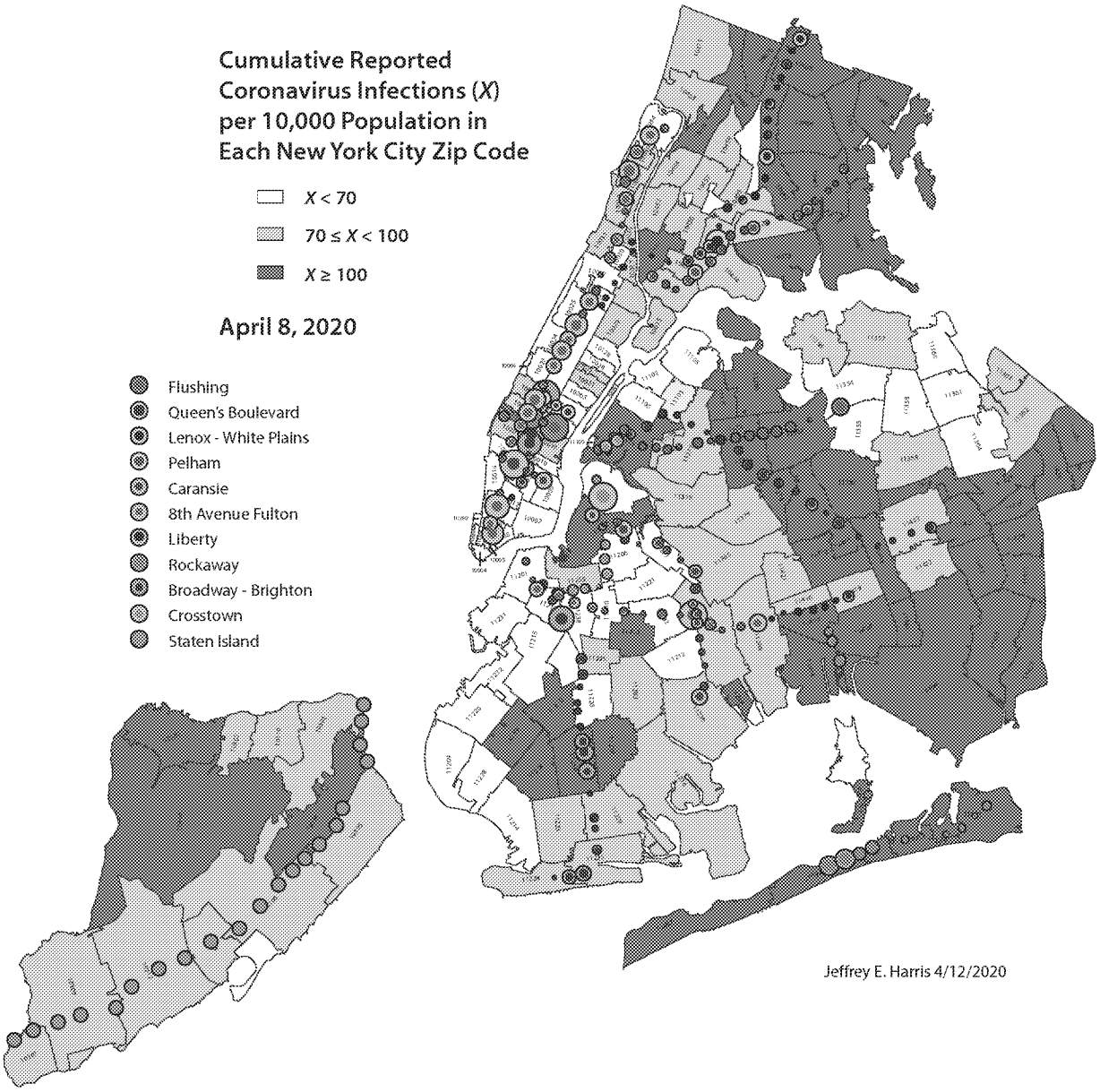

Figure 9. Subway Stops Along Multiple Routes in the Four Principal Boroughs of New York City, Superimposed Upon the Zip Code Map of Figure 5. See text for details.

Following the same conventions as Figure 6 and 8, Figure 9 (displayed above) overlays multiple subway lines on the zip code map of Figure 5. The key shows the historical names of the lines, as reflected in the MTA's geocode database (Metropolitan Transportation Authority (MTA) 2020b). The individual stops for the Staten Island line are included, although the MTA database does not provide sufficient data to show the changes over time within each station. While Figure 9 does not show every subway line in the city, it is intended here to illustrate the breadth and reach of the subway system.

Irony Along Eighth Avenue

The Metropolitan Transit Authority's decision to cut back its train service to accommodate the reduced demand may have indeed helped to shore up the agency's financial position, but it most likely accelerated the spread of coronavirus throughout the city. That's because the resulting reduction in train service tended to maintain passenger density, the key factor driving viral propagation (Goldbaum and Cook 2020). How ironic it is that, from the public health perspective, the optimal policy would have been to double – maybe even triple – the frequency of train service. The agency's decision to convert multiple express lines into local service only enhanced the risk of contagion (Goldbaum 2020). How ironic it is that the preferred policy would have been to run even more express lines. We have not seen any public data on the incremental cost of the agency's decision to begin to disinfect subway cars twice daily. Still, it is natural to inquire why the cars weren't disinfected every time they emptied out of passengers at both ends of the line.

The press has recently reported a significant number of coronavirus infections and deaths among front-line MTA workers. As of April 10, 2020, there were 50 deaths among 1,900 workers who had tested positive (Guse and Rayman 2020). Tragically, the counts of infected and fallen workers have continued to grow. By April 16, the MTA had reported 68 deaths among more than 2,400 subway and bus employees who had tested positive. "Another 4,400 are on home quarantine and thousands more are calling out sick." (Metropolitan Transportation Authority (MTA) 2020a)

Data from TWU Local 100 indicate that the agency has 40,000 front-line transit workers (TWU Local 100 2019). That would imply a cumulative incidence of infection equal to 600 per 10,000, more than three times the rate of 180 per 10,000 reported in East Elmhurst (zip code 11370), the most affected hotspot in Figures 4 and 5 above. While the MTA announced on April

15 that it would begin its own testing of symptomatic employees, the agency's workers had previously been directed to find tests on their own accord. "Nor has [the agency] offered any theories as to why the transit division's workforce is suffering such losses." (Rubinstein 2020)

To be sure, not all MTA workers had direct contact with passengers or subway cars, but once those with direct contact got sick, they gave their infections to their coworkers. What we're seeing now is the second wave of infections among MTA workers, having failed to detect the first wave. It is hard to imagine any plausible explanation for these workers' losses except that their place of work was the principal source of their coronavirus infections. How ironic it is that unfathomable tragedy of these frontline workers turns out to be the clincher that transports us from correlation to causation.

With the incidence of new infections and COVID-19 hospitalizations leveling off (Harris 2020), there will be increasing interest in relaxing social distancing measures. During these renormalization times, the public transportation system will surely require enhanced scrutiny. That means even more attention to staggered work hours, limits on the numbers of passengers per transport unit, refurbished vehicles with enhanced ventilation, subsidies for drivers to transport workers in SUVs, vans and minibuses, new technologies to determine which stations an infected person entered and exited, and redirection of passenger traffic to less dense lines.

This study has touched upon the differential impact of the COVID-19 pandemic on those with the fewest resources. As we put this working paper to press, there have been mounting calls for more data on racial and ethnic minorities. How ironic it is that this point was well aired more than two decades ago (Farmer 1996).

Quite apart from the present study and the above-cited work by Goscé and colleagues (Gosce, Barton, and Johansson 2014, Gosce and Johansson 2018), a few other researchers have attempted to test whether public transport has served as a critical vehicle for the propagation of contagious respiratory diseases (Sun et al. 2013, Troko et al. 2011, Cooley et al. 2011). One distinguishing factor between the present study and prior work is that seasonal influenza has generally had a reproductive number $\boldsymbol{R}$ in the range of 1.2–1.4, while pandemic influenza has had an $\boldsymbol{R}$ in the range of 1.4–1.8, with the high end representing the 1918 pandemic (Biggerstaff et al. 2014). By contrast, we have estimated the $\boldsymbol{R}$ in New York City during the initial surge of infections in early March to be on the order of 3.4 (Harris 2020).

Studies of the role of subways – and public transit generally – in the recent propagation of coronavirus in other major urban centers warrant attention. Urban transport systems are highly heterogeneous with differing design and age. Some systems have many above-ground stations, while others, like New York City, are predominantly below-ground. More modernized signal systems allow higher train frequency and less crowding. Some systems focus on local service, while others, like New York City, serve as effective mixers of traffic, running from the edge to the center, then back out to another part of the periphery. Of particular interest will be forthcoming evaluations of the timing of the closure of the subways on the subsequent path of the COVID-19 outbreak in Wuhan, China (Xu 2020)

In sum, several lines of evidence point to the subway system as a major disseminator – if not the principal transmission vehicle – of coronavirus infection during the initial exponential takeoff of the coronavirus epidemic in New York City during the first two weeks of March 2020. The evidence further supports the conclusion that the ensuing marked decline in subway use was the main vehicle by which the public's growing perception of risk was translated into reduced transmission of the virus. Since the evidence is observational, we can imagine that some scientific reviewers will nonetheless conclude that cause-and-effect remains difficult to prove. Still, we doubt whether any public health practitioner would be reluctant to take action on the basis of the facts we now know.

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The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 14

Carson calls on Metro to stop service after bus driver tests positive for coronavirus

A freeway sign on the 118 Freeway in Simi Valley on Friday, March 20, 2020. (Photo by Dean Musgrove, Los Angeles Daily News/SCNG)

By Nick Green | ngreen@scng.com | Daily Breeze
PUBLISHED: April 5, 2020 at 6:00 a.m. | UPDATED: April 5, 2020 at 6:00 a.m.

Carson officials recently renewed their demand that L.A. Metro shut down transit operations after a bus driver who works in the city — but for a sub-contractor to the county transportation agency — tested positive for the coronavirus.

Carson suspended its bus service indefinitely late last month and called on the Los Angeles County Metropolitan Transportation Authority to do the same, but the agency rejected the move.

Carson Mayor Al Robles reiterated that demand during a news conference last week as the pandemic worsens locally with the county's death toll rising continually.

"We are in the midst of a health emergency that is unprecedented and dealing with a virus that is unpredictable, and we can't afford to create opportunities for this virus to spread," Mayor Al Robles said in a statement. "We are particularly concerned about senior citizens, economically disadvantaged individuals, and the racial and ethnic minority communities that make up the greatest number of riders on the LA Metro system."

Most people infected with the virus experience only mild symptoms, but it can cause serious health complications for people more than 60 years old or who have pre-existing health conditions.

Metro spokesman Dave Sotero said while the agency is operating at a reduced level, it remains a "critical entity for Southern California's health, business and civic infrastructure.

"We are committed to continuing our operations to ensure that public transportation remains available for first-responders, healthcare workers and other key members of the workforce who need to move across Los Angeles County," he said via email. "Metro is still carrying approximately 300,000 people per day – that's how many essential workers rely on the service."

Sotero confirmed that a bus driver for Metro contractor MV Transportation, which operates several bus lines in the Carson area, had tested positive for COVID-19 and referred questions to the company's chief marketing officer. He did not respond to a message left seeking comment.

Carson, meanwhile, also announced last week that it is negotiating with ridesharing company Lyft to provide transportation within the city limits at subsidized rates for residents.

Coronavirus: Carson suspends transit service, urges LA Metro to follow suit

Carson is halting all bus service and Mayor Al Robles is urging Metro to do the same as efforts to contain the spread of the highly-contagious coronavirus ramps up. (File photo by Sarah Reingewirtz, Pasadena Star News/SCNG).

By Nick Green | ngreen@scng.com | Daily Breeze
PUBLISHED: March 26, 2020 at 5:18 p.m. | UPDATED: March 27, 2020 at 9:07 a.m.

Carson will suspend all bus routes starting Saturday, March 28, and is urging the Los Angeles County Metropolitan Transportation Authority to do the same in an effort to contain the highly-contagious coronavirus now spreading rapidly in Southern California and beyond, city officials announced Thursday, March 26.

"We understand this will severely impact those individuals who can least afford alternatives to the use of mass transit and disproportionately impact those most vulnerable like our senior citizens," Mayor Al Robles said. "However, the concern for the public health and safety of everyone, including all the bus riders, clearly outweighs the inconvenience this may cause."

Health officials have urged people to stay indoors and shuttered non-essential businesses in a bid to curb the spread of the virus.

Southern California bus operators, such as Torrance Transit and LA Metro, have reduced service and required riders to use the rear doors to provide the necessary social distancing; experts said people should be at least 6 feet apart.

But Robles said that doesn't go far enough and encouraged LA Metro to follow Carson's lead.

"It makes no sense that while experts say mass transit is a main vehicle for the spread of the virus that Metro continues to operate, because merely reducing the bus schedules is not enough," Robles said. "Continued recklessness will prolong this pandemic and result in needless deaths of our residents.

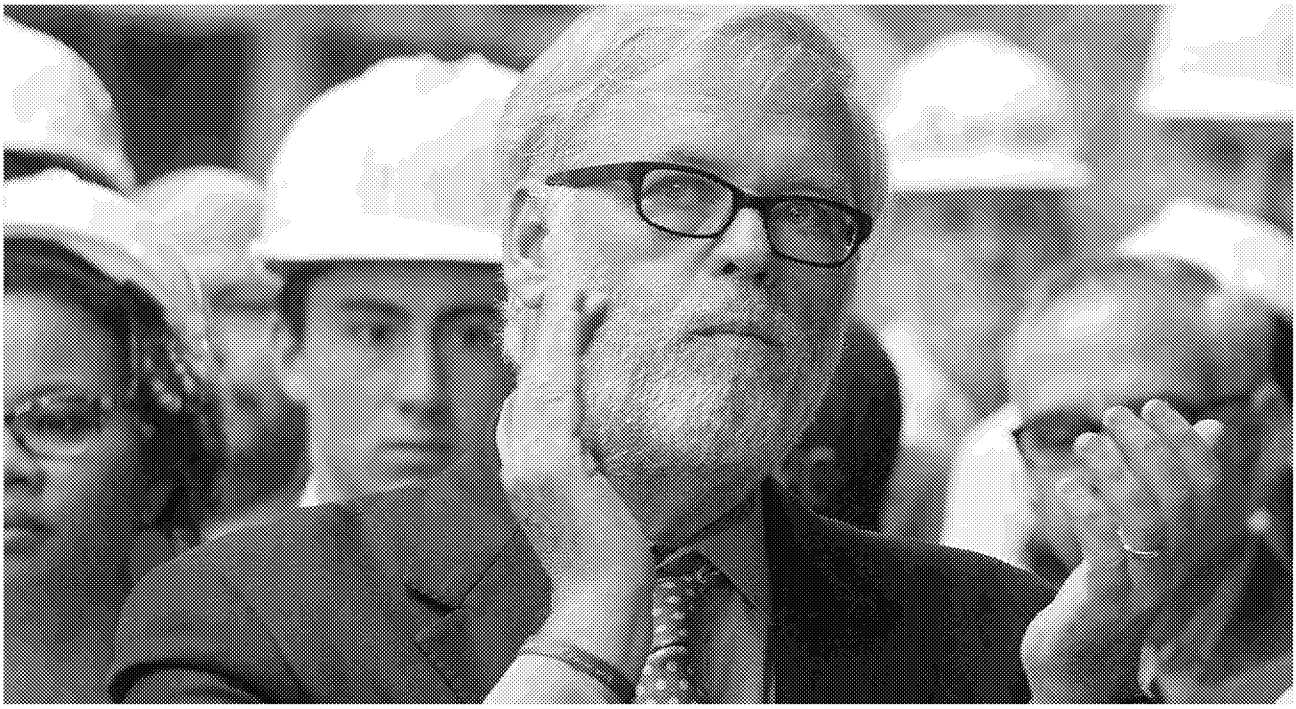
"As leaders," Robles added, "we need to make the tough decision now."

LA Metro spokesman Dave Sotero observed that public transportation is considered an essential activity under the "Safer at Home" emergency order that LA County implemented last week.

"We consider our service a lifeline to thousands in the most populous county of America," Sotero said in an email. "The people who depend on our services include first responders, hospital workers and essential city and county employees.

"We will continue to work hard to ensure that our system remains as safe and clean as possible," Sotero added.

LA Metro has reduced service by 20%; ridership, meanwhile, is down about 80%.



Pat Foye | AP Photo

With death toll hitting 83, the MTA contemplates a memorial for its Covid fallen

By **DANA RUBINSTEIN** | 04/22/2020 02:42 PM EDT

Eighty-three MTA workers have died from the coronavirus — a remarkable, rising death toll that has elicited a mournful and defensive response from agency leaders.

On Wednesday, black-clad officials recited the litany of their dead, name by name, in a ceremony reminiscent of the Sept. 11 readings at Ground Zero.

They also patted themselves on the back for the extensive efforts they have taken to protect workers, efforts some workers say came too late.

"I'm proud that we've been the most aggressive transit agency in the country in acting quickly and decisively to protect our workforce," said Sarah Feinberg, the interim president of New York City Transit, whose staff has borne the brunt of the fatalities.

In an interview, John Samuelsen, Transport Workers Union's international president, praised the MTA for being ahead of other systems, but he also gave it a middling grade for trusting the federal government's health guidance in the first place. The mistakes federal authorities made after Sept. 11, when then-Environmental Protection Agency head Christine Todd Whitman erroneously told workers the air was safe to breathe, should have engendered some doubt, he argued.

"We have so many workers who are sick now [with] weird cancers and that kind of thing, because the federal government said the air was safe to breathe," Samuelsen said.

The MTA's largely male and middle-aged workforce may make the agency especially vulnerable to the virus. Data emerged as early as January showing older men were particularly vulnerable. But, relying on federal and World Health Organization guidance, the MTA only announced it would hand out large quantities of masks on March 27. In early March, officials actually forbade workers from wearing masks they'd brought from home, citing official health guidance. The MTA eventually changed its position — before federal authorities did.

"I regret that the CDC and the World Health organization gave the advice that they did, and as you know, we changed our policies prior to the World Health Organization and the CDC changing," said MTA Chairman and CEO Pat Foye, following the agency's monthly board meeting. "I do regret they gave that advice to the entire country."

A few minutes later, a reporter asked when the MTA realized its workforce may have been more vulnerable to this disease than the general population.

"Look, people who are older, people who have medical issues are at risk to ... flu, to not only epidemics and pandemics, but to general health issues," said Foye. "And the workforce has performed heroically under the circumstances."

The MTA's death toll includes workers certified as having died from the disease by family members or the state health department. The universe of Covid-19 deaths may, therefore,

be larger.

With the exception of one Metro-North worker, the death toll falls entirely within the realm of MTA subways and buses, a 55,000 strong workforce. That indicates the death rate within that workforce is 151 out of 100,000. New York City's overall death rate is 123 per 100,000.

In an acknowledgment of the gravity of the situation, the MTA on Wednesday formally approved $500,000 in death benefits for the families of employees felled by the coronavirus. Foye also said the authority would erect a monument to its scores of workers who have died, once the immediate health crisis eases.

The MTA is facing a longer-term financial crisis that Foye said is unrivaled in the history of the agency, which survived the economic turmoil of the 1970s. Thanks to the system's 90 percent drop in ridership and 62 percent drop in tolled crossings, the agency is anticipating a loss of between $4.7 billion and $5.9 billion in revenues. It's also expecting a drop of nearly $2 billion in state and local tax revenue.

The system recently got some $4 billion in federal aid and is now requesting $4 billion more.

New York City is uniquely transit-reliant among American cities, and officials have said the system must keep running to carry nurses and grocery store workers and other essential workers to the front lines.

Shoring up the MTA's financial viability is in fact of national interest, officials argued, because it enables the existence of the country's financial capital.

"Basically, the MTA is going broke to help save New York," said Lisa Daglian, the executive director of the Permanent Citizens Advisory Committee to the MTA.

Skip to main content

METRO

De Blasio claims he said 'early on' to avoid NYC mass transit

By Julia Marsh and David Meyer April 16, 2020 | 4:18pm

Sign up for our special edition newsletter to get a daily update on the coronavirus pandemic.

Mayor Bill de Blasio claimed Thursday to have told New Yorkers to avoid riding buses and subways "early on" in the coronavirus crisis — even though he was still saying public transit was safe well into March.

"Early on we said to people, if you don't need to go on the subway, don't; if you can work from home, work from home; if you can walk or bike or anything else, do so," Hizzoner told reporters at his daily press briefing.

"There was a concern to start clearing out the subway to the maximum extent possible while recognizing that we also depended on the subway to get essential workers to do the lifesaving work they do."

Up until March 8 — a week after the city's first case emerged — the mayor and his administration were adamant that the subways were safe to ride for people who weren't sick, according to public transcripts from his media appearances and press conferences.

"From what we do understand, you cannot contract it through casual contact so the subway is not the issue," de Blasio said on March 3, responding to concerns that a Manhattan lawyer with the virus may have commuted from his home in New Rochelle on the Metro-North Railroad.

"Home is the issue, home is the problem, where you are in constant, regular, intense contact with other people, breathing the same air, the same bodily fluids around, like that's the issue," he said at the time.

"Subway is the other extreme, limited contact in a more open space, short period of time. Subways is not our problem right now."

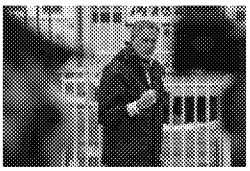
The SUV-loving mayor and his staff even took a one-stop trip on the A train from Manhattan to Brooklyn on March 6 to make the point. By that point, 22 people in the state had tested positive for the virus.

Finally, on, March 8, he acknowledged that people who "are sick" should stay off transit. He advised people to "Bike or walk to work if you can."

De Blasio's defense of his advisories Thursday came in response to a controversial study that argued mass transit was a "major disseminator" of the disease in the Big Apple.

MIT economics professor and physician Jeffrey Harris pointed to a parallel between high ridership "and the rapid, exponential surge in infections" in the first two weeks of March — though some experts and transit officials have dismissed that more as correlation than causation.

SEE ALSO



NYC needs $7B in aid or 'kiss the recovery goodbye': de Blasio

Confronted late last month with a clip show of his many instructions for New Yorkers to "go about their lives" in the lead up to the city's outbreak, de Blasio said the time to deal with the question was "after this war is over."

FILED UNDER BILL DE BLASIO, CORONAVIRUS IN NY, MTA, SUBWAYS, TRANSIT, 4/16/20

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 15

Coronavirus |16,375 views | Mar 31, 2020, 03:24 pm EDT

Five Ways COVID-19 May Impact The Future Of Infrastructure And Transportation

Rudy Salo Contributor
Transportation
I am an infrastructure finance attorney at Nixon Peabody LLP.

What could be the lasting effects on transportation and infrastructure in our post-COVID-19 world? Rudy Salo discusses the potential impact on public transportation, traffic, driverless cars, micromobility, and global infrastructure development. Getty

With each passing day, reports on rising total confirmed cases of COVID-19 continue to dominate the global conscience, and the novel coronavirus is now present on every continent except for Antarctica. And the resulting fear is more pervasive. Thousands of people have perished as the effects of COVID-19 touch us all: stock markets have cratered, millions have become unemployed (temporarily or soon-to-be permanently), the federal government has passed a multi-trillion-dollar aid package, and health care institutions are being stretched thin. To "flatten the curve," millions of people around the globe are quarantined in their homes or elsewhere, while infrastructure and transportation systems that bonded us globally, nationally,

and locally are being used more sparingly, at least currently. Long-term, what could be the lasting effects on transportation and infrastructure in our post-COVID-19 world?

Public Transportation: Even though we are still in the first few weeks of what may be a prolonged quarantine throughout the United States, we have already seen a travel advisory issued for the New York City area, where transit ridership ranks among the highest in the country. So what does the future of transportation look like through a mandatorily-quarantined window? It's murky, both because the windows need "cleaning" and the future of everything is covered with a COVID-19 glaze at the moment. One helpful data point is that during prior SARS outbreaks in Taiwan, there was a material drop in ridership of public transportation. If a return to work and schools occurs before a vaccine is created, people may not feel comfortable riding public transportation. With transit ridership dropping in Los Angeles in particular, could transit agencies be affected permanently?

Traffic: Assuming we remain quarantined in some form until successful treatments for COVID-19 are administered worldwide, Americans and others globally will be working from home for many months (if not for over a year). As some businesses may decide to permanently have their employees work from home to save on real estate costs, the number of commuters on the roads may drastically drop. So, could that lead to more commuters taking advantage of less congested roads, perhaps even those who traditionally rode public transportation?

Driverless cars: Another possible (and perhaps positive) impact on transportation from the effects of the COVID-19 pandemic could be the acceleration of mass adoption of driverless cars, and, hopefully, the "tweaks" that are needed to our infrastructure to maximize the safety and efficiency of driverless cars to ensure they are connected to other driverless cars, road infrastructure, and their own designated lanes away from "human" drivers. Will the future of commuting consist of a double-down of personal vehicles, but driven by themselves and connected to our infrastructure so we don't have to just work from home, but also from our cars?

Micromobility: As urban centers worldwide have emptied, micromobility companies have felt the severe pain. Bird has already laid off 30% of its workforce. Lime has cut its valuation by over 600% in its latest funding round. Without pedestrians, commuters, and tourists traversing through our city streets, there are no users of the scooters and ebikes. In the post COVID-19 world, will city streets be littered with ghostly, unusable micro-vehicles?

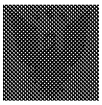
Global Infrastructure Development: In the book *Going Viral: Zombies, Viruses, and the End of the World*, Dahlia Schweitzer notes that progress has made us sick: the proliferation of roads, airports, and other critical infrastructure has made us more globally connected and susceptible to being affected by events happening on the other side of the world. Put another way, our advancements in infrastructure not only provide us with the means we need to travel and deliver goods throughout the world, it also exposes us to diseases like COVID-19 that originate elsewhere. Critical infrastructure in developing countries is often financed, constructed, operated, and maintained using public-private partnerships (P3s). In the post-COVID-19 world, will private companies think twice about participating in P3s if future outbreaks could cause disruption to the development and operation of such P3s due to fears of developing abroad?

https://www.forbes.com/sites/rudysalo/2020/03/31/five-ways-covid-19-may-impact-the-future-of-infrastructure-and-transportation/#7bce8fbc7f31

There is no crystal ball that could have predicted what the world would look like today. There is also no crystal ball that can predict what our world will look like in the next six, twelve, or eighteen months. One thing for sure is that COVID-19 has and will forever change our world, and it will likely forever change the future of infrastructure, transportation, and commuting. All that can be hoped for is that some changes will be for the better.

How Public Transit Makes The Nation More Vulnerable To Disasters Like COVID-19

It's time to stop throwing money at an obsolete form of travel and focus on the transportation system that is already moving more than 80 percent of passenger travel in the U.S.



By Randal O'Toole
April 22, 2020

When most of the nation's governors shut down nonessential businesses and directed people to stay at home, they made the mistake of keeping urban transit systems running despite a 2018 study showing that mass public transportation systems expedite the spread of infectious diseases in communities. Further, a 2011 study found that people who ride urban transit are nearly six times more likely to suffer from upper respiratory infections than people who don't.

This suggests public transit should have been one of the first things shut down when we realized the seriousness of the pandemic. Instead, the transit lobby persuaded Congress to give transit agencies $25 billion so they could continue spreading the virus to more people. Transit agencies

claim they need to keep running to help "essential workers" commute to their jobs. But if those workers are so essential, wouldn't it be better for them to use safer transportation?

The situation is worst in New York, the nation's only urban area that is truly dependent on transit. Before the pandemic began, the New York urban area contained 45 percent of the nation's transit riders. Since the pandemic, the same area has seen 45 percent of Wuhan virus fatalities.

This isn't entirely a coincidence, although New York's Metropolitan Transportation Authority didn't help when it forbade its employees to wear masks from March 6 to March 30. More than 70 transit employees and innumerable riders have since died of the virus.

COVID-19 is what risk analyst Nassim Taleb calls a black swan, by which he means an unexpected event that can send major shock waves through an economy. Although individual black swans are unpredictable, they happen rather frequently: Think 9/11, Hurricane Katrina, and the 2008 financial crisis.

Each of these events should have taught us the importance of a resilient transportation system. It must be relatively immune from terrorist attacks, protect its users from infectious diseases, help people flee from natural disasters, and not be disabled by a loss of revenues during recessions and depressions.

The good news is we already have such a system — and it's not urban transit. The bad news is that many, including the transit lobby, would like to dismantle that system. The system, of course, is motor vehicles and highways, possibly the most resilient transportation structure ever devised.

The lesson of 9/11, historian Stephen Ambrose observed, was "don't bunch up." When terrorists aim at transportation targets, they don't go after roads, which are too dispersed. Instead, they attack planes, trains, and subways.

The same logic applies when we are being attacked by an infectious disease such as the coronavirus. It's not surprising that Massachusetts Institute of Technology researchers reported this month that New York's subway "was a major disseminator — if not the principal transmission vehicle — of coronavirus infection."

When Hurricane Katrina hit the Gulf Coast, New Orleans was the second-most transit-dependent city in the country, with 30 percent of households owning no cars, compared with 9 percent nationwide, making evacuation difficult for many. A few weeks later, when Hurricane Rita made landfall, cars allowed 3.7 million people to evacuate from the Houston area in less than two days.

Motor vehicles and highways are also essential for bringing aid into regions hit by natural disasters. First responders are not going to get where they need to go by taking light rail.

Because they are labor-intensive, mass transportation systems such as Amtrak and urban transit are especially vulnerable to recessions. Highways are far less labor intensive; once built, they are

there when we need them and, if properly funded out of user fees, can be maintained in proportion to their use.

Transit advocates repeatedly claim that transit serves low-income workers and is greener than driving. This was true 50 years ago but is no longer correct. The vast majority of low-income workers now have cars, while the people most likely to ride transit are those who earn more than $75,000 a year. Meanwhile, transit uses more energy per passenger mile than the average car in 484 of the nation's 488 urban areas and emits more greenhouse gases per passenger mile than the average car in 480 of them.

Transit advocates further insist that "buses, trains, and subways make urban civilization possible." That was true in most urban areas 100 years ago. But it is no longer true today outside New York City, and the coronavirus pandemic may make New Yorkers rethink whether they really want to live and work at the densities that require a transportation system so lacking in resiliency.

Nationwide transit ridership has declined in each of the last five years, and it seems likely the decline will accelerate after this pandemic is over. It's time to stop throwing money at an obsolete form of travel and focus on reinforcing the resiliency of the transportation system that is already moving more than 80 percent of passenger travel in the United States.

Randal O'Toole is a senior fellow with the Cato Institute and author of "Transportation Resiliency in a World of Black Swans."
Photo Daniel Schwen/Wikimedia Commons

Skip to main content

METRO

MTA workers cleaning around the homeless on NYC subways

By David Meyer

May 4, 2020 | 5:28pm

MTA employees clean and disinfect the area around a man sleeping on the Q train at the 96 St Station.
Matthew McDermott

Sign up for our special edition newsletter to get a daily update on the coronavirus pandemic.

MTA workers were seen cleaning *around* a homeless man sprawled out on a subway car at East 96th Street on Monday — and the agency says that's just standard operating procedure despite the coronavirus pandemic.

The stunning scene came during a photo op of subway cleaning arranged by the MTA's press office, but staff said they were powerless to do anything about vagrants without cops or city outreach workers present — and officials acknowledged that's par for the course.

"We do not ask our workforce or our cleaners to engage in social services or to engage with someone who isn't interested in moving or doesn't want to move," Interim Transit President Sarah Feinberg said at a separate press event over Zoom.

"Certainly we don't ask or allow people to get into a confrontation with anyone. That is exactly what of the many problems we are trying to solve for at the moment."

The man photographed by The Post was the only homeless person in the station at the time, MTA spokesman Tim Minton noted, claiming the issue of homeless people living on trains was "not a daytime issue for the most part."

The MTA says overnight systemwide closures set to begin Wednesday will allow for an increased presence of cops and outreach workers to remove vagrants from the system so trains can be scrubbed.

"The Post saw first-hand how that can have an impact on the disinfecting process," Minton said. "That is one of the reasons we need to close the system overnight in order to thoroughly and effectively disinfect."

Starting with Wednesday's overnight shutdown, the MTA will begin fully-disinfecting trains and buses once a day and frequently-touched surfaces at stations twice daily, officials said.

"Daytime terminal car cleaning," as observed by The Post on Monday, involves removing trash, cleaning spills, spot-cleaning surfaces and some disinfecting whenever a train arrives at a terminal, according to Feinberg.

Overnight, empty trains in yards and terminals "will receive a more comprehensive cleaning," she said.

The MTA is also testing multiple antimicrobial disinfectants that may be able to kill COVID-19 germs for as long as three months post-application, she said.

And next week, the agency will install miniature ultraviolet lamps on some buses and trains, which may also kill the viral bacteria, officials said.

"My promise to all New Yorkers for the duration of this pandemic: We will do everything we can, everything possible, to protect your health," MTA Chairman Pat Foye told reporters Monday.

"We've never undertaken such a challenging task, and as Gov. Cuomo has said, this will be a Herculean effort."

FILED UNDER CORONAVIRUS IN NY, HOMELESS, MTA, SUBWAYS, 5/4/20

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 16

Fauci warned that coronavirus could likely become seasonal

Ellen Cranley
Apr 5, 2020, 12:06 PM

Dr. Anthony Fauci, director of the National Institute of Allergy and Infectious Diseases, speak during a press briefing with the coronavirus task force, at the White House, Tuesday, March 17, 2020, in Washington. (AP Photo/Evan Vucci) Associated Press

Dr. Anthony Fauci, the nation's top infectious-disease expert, said Sunday that the novel coronavirus could likely become "seasonal" as he emphasized the possibility of a resurgence in the outbreak later this year.

Fauci said on CBS's "Face The Nation" that even if the global number of cases shrinks to a significantly low number, the difficulty in containing the outbreak means it is "unlikely to be completely eradicated from the planet," and the next season could see a second rise of the outbreak.

In that case, Fauci said the federal government is "pushing so hard" to improve its preparedness, including developing a vaccine and completing "clinical trials on therapeutic interventions."

"Hopefully, if in fact we do see that resurgence, we will have interventions that we did not have in the beginning of the situation that we're in right now," he said.

Face The Nation
@FaceTheNation

Unless the world gets control of #Coronavirus, it is likely that the Covid-19 #coronavirus may be a seasonal virus, @NIAIDNews head Anthony Fauci tells @margbrennan, emphasizing the importance of developing a vaccine quickly

240 7:48 AM - Apr 6, 2020

248 people are talking about this

Fauci previously said that the earliest the US could get a coronavirus vaccine would be in 12 to 18 months, an impressive timeline for a vaccine, as fundraisers like Bill Gates rushed to support early-stage candidates.

There are currently at least 40 vaccines for the novel coronavirus in development according to the World Health Organization, some of which have advanced to conducting human trials.

The infectious disease expert also said Sunday that it would be "a false statement" to say the US government has the outbreak "under control," despite President Donald Trump's regular reassurances on behalf of his administration.

The US is currently the global epicenter for the pandemic, with more than 324,000 cases and at least 9,100 deaths.

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 17

MTA's Pandemic Preparations Not Running as Planned, Union Charges

By Jose Martinez Mar 31, 2020, 9:30am EDT

An MTA worker wears a surgical mask on the Fulton Street A/C platform. *Photo: Ben Fractenberg/THE CITY*

Preparations for a pandemic have been taking shape for years at New York City Transit, with the agency outlining plans to protect workers and riders while stockpiling supplies.

But as the coronavirus crisis escalates — with seven MTA employees among those to die from COVID-19 — transit union leaders say workers are deeply concerned over a shortage of protective equipment.

"It looks good on paper, but in a lot of cases, it's not happening — I have no wipes, I can't get N95 masks and it's crazy," said JP Patafio, a vice president for TWU Local 100. "What good is a plan if you're not going to take stuff off the shelf when you need it?"

THE CITY obtained a 2012 copy of New York City Transit's pandemic plan to "prevent or minimize illness among employees," to limit service disruptions and maintain "an environment that is safe for both our employees and our customers."

National Issue

But a former MTA chief safety officer said the plan — similar to ones transit agencies across the country put in place after the 2009 swine flu pandemic — assumed a "rapid national response."

"These plans don't contemplate, nor were they required to contemplate, a sustained nationwide response with the associated shortages of supplies that we are currently seeing," said David Mayer, the MTA's chief safety officer from December 2014 to June 2018. "I don't think these plans expected the level of service cuts, nor the duration of response that we are experiencing."

The "Pandemic Plan Policy Instruction" maps out the need for subway and bus service reductions due to rising absenteeism, instructs transit workers to limit face-to-face contact with the public and not shake hands.

Riders are now blocked from getting too close to MTA bus drivers. *Ben Fractenberg/THE CITY*

The document details MTA stockpiles of gloves, hand sanitizer, wipes and N95 respirator masks for certain employees.

It calls for disinfecting "shared workspace" in the transit system — everything from steering wheels, fareboxes and grab rails in thousands of buses to control panels in a train operator's cab to door knobs, counter space and the window slot in token booths.

The plan also calls for cleaning "public space" on trains, buses and in stations, such as touchpads and screens on MetroCard vending machines. benches, emergency exit bars and turnstiles.

'An Epic Fail'

The 2012 plan includes keeping a six-week supply of protective equipment. MTA officials say they maintained the stockpiles, but workers have complained they can't get protective equipment.

Abbey Collins, an MTA spokesperson, said the agency has issued 190,000 wipes to subway workers.

After this story was published, she offered a more detailed response of how much hand sanitizer has been distributed among New York City Transit's nearly 50,000 workers.

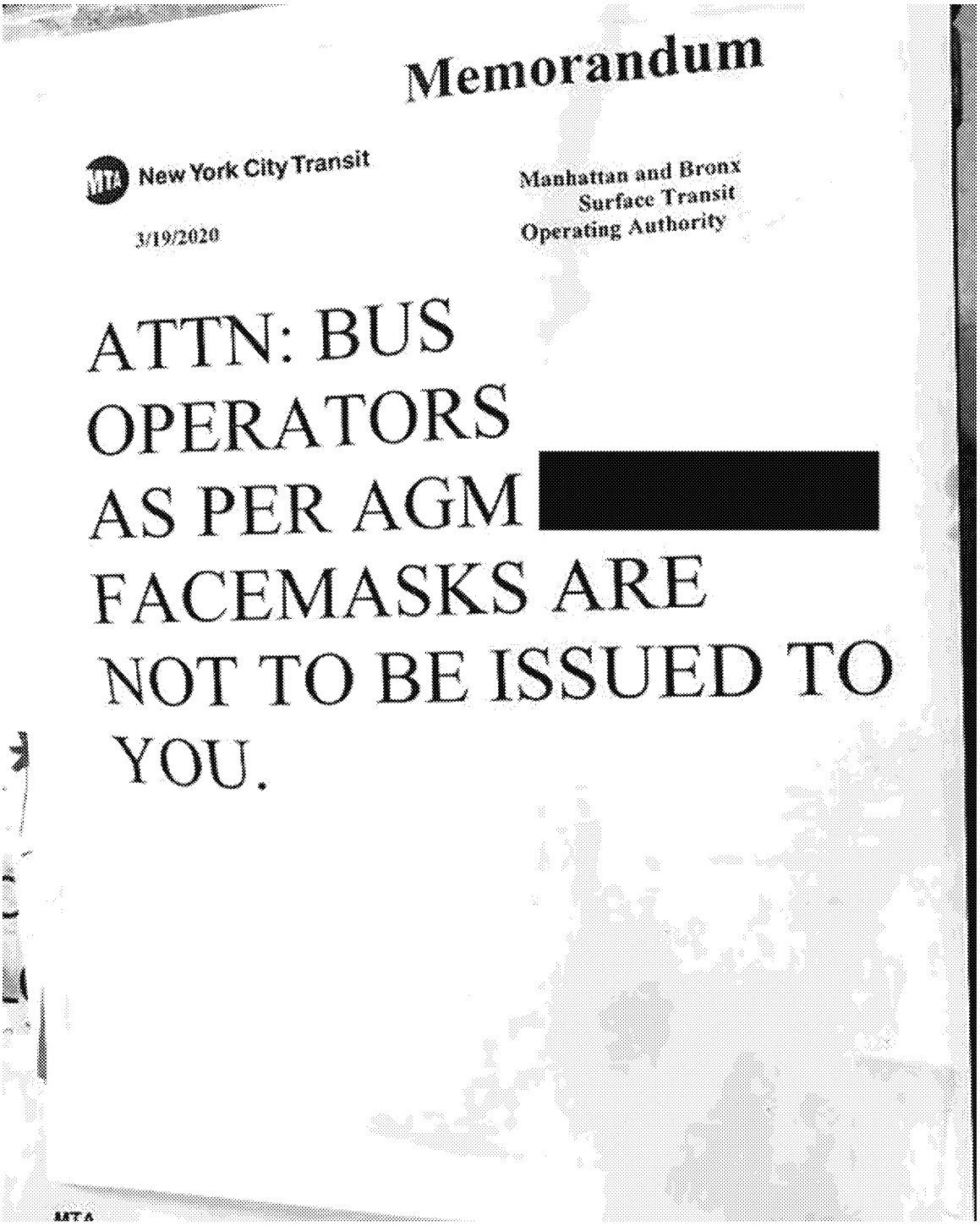
Those include:
- 5,000 one-gallon bottles
- 1,000 seven-ounce bottles
- 7,000 four-ounce bottles
- 25,000 two-ounce bottles

"We have been working with TWU Local 100 on these issues since day one," Collins said. "The MTA is adhering to the guidance of the CDC, State Department of Health and public health authorities. We're doing everything we can to protect our employees."

John Samuelsen, president of Transport Workers Union International, said the MTA was "ahead of most transit agencies in terms of recognizing the need for constant disinfecting of the system."

"But on the [personal protective equipment] side, it's ridiculous — it's been an epic fail," he added.

The union for subway and bus workers has, for weeks, pushed the MTA to provide transit workers with more masks. The agency announced Friday that it would make 75,000 masks available to employees who want them.



Memorandum

New York City Transit

Manhattan and Bronx Surface Transit Operating Authority

3/19/2020

ATTN: BUS OPERATORS AS PER AGM [redacted] FACEMASKS ARE NOT TO BE ISSUED TO YOU.

A MTA memorandum posted in a Brooklyn bus depot states drivers are not getting masks in response to the coronavirus crisis. *Obtained by THE CITY*

THE CITY detailed last week how two Brooklyn bus depots together had more than 4,500 single-use N95 respirators sitting in stock, as many bus drivers scrambled to supply their own masks. The push for more supplies goes beyond masks, union leaders said.

"We don't get wipes at the window," Patafio said. "What are we waiting for, the next pandemic?"

Samuelsen said workers are constantly asking him about supplies.

"We're still short on gloves," he said. "We've got people out there looking for disinfectant."

A 'Blueprint' for Action

Collins described the pandemic plan as a "blueprint" to guide the agency's evolving response during a crisis in which mass transit ridership has plummeted.

"The MTA's planning efforts lay the groundwork for responses from everything from pandemics to extreme weather and we are currently working around the clock to tackle the COVID-19 public health crisis," she said in a statement. "The MTA's top priority is customer and employee safety and that principal guides every decision we make during this unprecedented event."

Mayer, the former safety officer, said transit agencies around the country will likely alter their pandemic preparation in the future.

"Once the current crisis is over, I anticipate the national guidelines for these plans will be revisited," he told THE CITY.

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 18

San Francisco: proposed Affordable Housing. (Photo: HUD)

Coronavirus Spread in High-Density Cities Halting Proposed More Density Housing Measures

Current bills and local plans losing support over highly visible drawbacks in pandemic

By Evan Symon, April 4, 2020 2:17 am

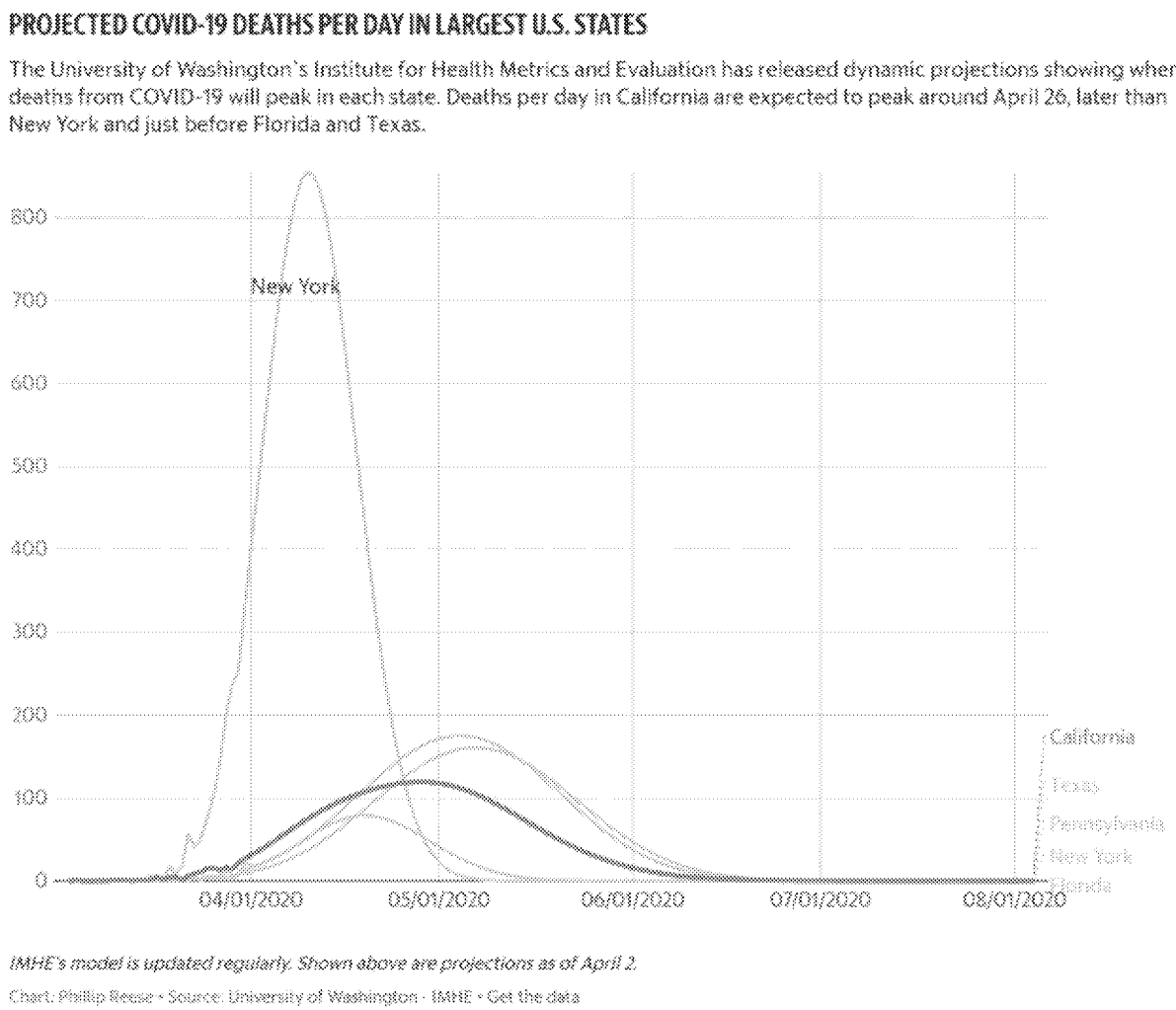
Many California lawmaker plans to increase the number of high-density building to alleviate the housing crisis have lost much support in the last month due to the effects of COVID-19 coronavirus in populated areas.

"California dodged a huge bullet"

"We've seen the reports of buildings in New York that have been flooded with people infected by the coronavirus because of how many people were inside," explained Dr. Arthur Chatterjee, a housing density expert who has been monitoring the number of coronavirus cases in dense buildings in the US, UK, and India. "It's what led to higher numbers in Iran as well. And we've been finding them to be time bombs inside each one."

"Door handles are touches, lift buttons are pushed, people pass by closely, live next to each other closely, and also share things such as laundry facilities. In a public area, with precautions, it's spread much more thinly if it all. But in a flat or an apartment complex, we've seen story after story like that."

"California dodged a huge bullet. If they had them, cities like San Francisco and Los Angeles might have been like New York by now. We've all seen the curves by this point. Buildings with a lot of people have been a large factor in that."



Projected COVID-19 deaths per day in largest US states. (Phillip Reese/UW)

California low-density buildings and spread have helped reduce coronavirus spread

As the New York Times put it, 'Density is really an enemy' in situations like this. And experts agree that California's spread and lower density buildings helped diminish the coronavirus spread.

"Out here, we're spread out," said Dr. Lee Riley, professor of infectious diseases at the University of California Berkeley in an interview. "People use cars, the public transportation system is terrible. Whereas in New York City, you have the subways, the buses, Times Square, people living in your small apartment buildings."

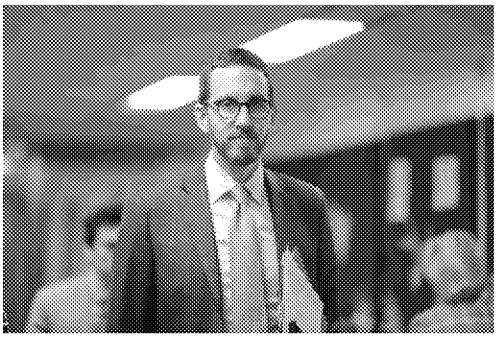
Proposed density bills in the California legislature such as the recently defeated SB 50 and the new housing density bill SB 902 have also been criticized by disease experts.

"Like I said before, you really dodged a bullet there," continued Dr. Chatterjee. "If these had been in effect and those buildings were built, cases would be up. I cannot give you an estimate,

but based on the fact that they would draw poorer people, who are much more likely to use public transportation and who have been hit particularly hard by Coronavirus, California would have had a lot more deaths by now and would be on track for a New York level of crisis."

"I understand you have a housing crisis, but these are very disturbing 'what if' scenarios here. I agree you need more housing, but these are contagion traps in what was proposed here. I'd be shocked if people still thought this would be a food idea moving forward."

Proponents of denser housing blame poor public health response



Senator Scott Wiener. (Photo: Kevin Sanders for California Globe)

Supporters of denser housing largely remain undeterred by the coronavirus when it has to do with solving the housing crisis. Backers, such as SB 50 and SB 902 author Senator Scott Wiener (D-San Francisco), had even foreseen these arguments.

"Of course people will abuse the coronavirus pandemic for other political goals," stated Senator Wiener in an interview for Politico. "Some of the anti-housing activists, there's an undertone that it's somehow unhealthy to live in a dense urban environment. I'm confident they'll latch onto this."

The Senator even pointed out that the pandemic was more of a public health issue rather than a housing density problem, using Hong Kong and Singapore's generally low rates as examples.

"This contagion is not about whether you live in a densely populated area or a less densely populated area; it's about whether you have a good public health response to a pandemic, and Hong Kong and Singapore had a fantastic response," added Wiener. "The U.S. did not. It's not because of density or lack of density, it's because they did a good job and we did a bad job."

Many health experts have agreed that many states and cities failure to act quickly did lead to a greater spread of the disease. California and other states like Ohio have been cited as examples of acting quickly to reduce the curve by having stay-at-home orders, although it's not the sole factor for having overall fewer cases of coronavirus.

There is still debate over whether housing density or a public health failure is more to blame in places with higher numbers. Many who have studied the spread in New York and Italy have even gone to say that both were equally responsible. But the hit to denser areas in California has already been showing major effects to current denser housing initiatives.

Denser housing advocates losing support

"We've lost about half of our members since St. Patrick's Day," lamented Carlos Gomez Ochoa, who leads a Los Angeles group to pass denser-housing laws. "It's not that they are out with the

coronavirus. They've seen what the coronavirus has been doing to buildings we held up as models of what should be built."

"One of our members has a sister in New York that lives in a high-density, low-cost building that was built only a few years ago. We always used this as to what LA should build."

"We found out a few days ago that there are dozens of cases in that building alone now. And that's just one example."

"A lot of people left because they saw things like that. Our Facebook group had a lot of people leave and we had to downgrade our Discord channel recently because of the drop."

"Every reason has been because of 'seeing what a disease can do to these places' or something similar."

"Our sister group in Oakland saw a 40% drop, and another LA group we share things with is debating whether to continue on now because they lost so many members. Everyone is just seeing these denser buildings as death traps for them and their children."

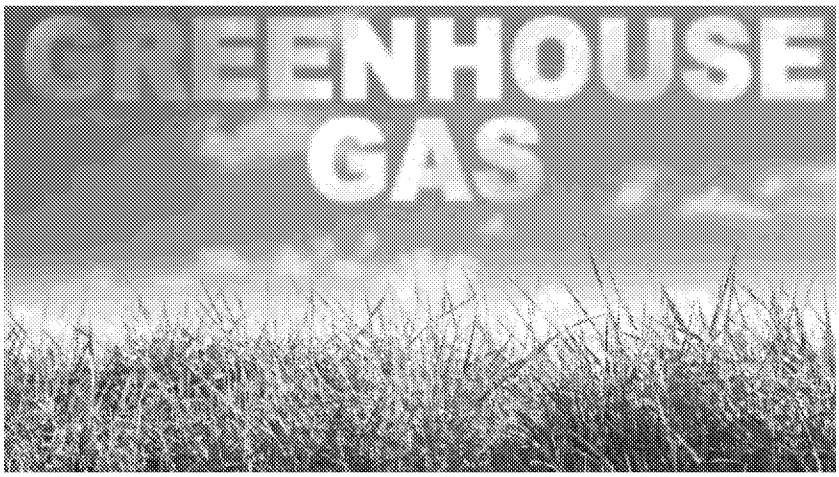
"We've been trying to tell people this is just short-term and that it's good in the long run for housing, but they have been coming back with 'What if something else like it comes?' or 'What if healthcare doesn't improve? How will we be protected in places like these then?'. And I admit, I haven't found the answers."

"I may sound defeated now, but if this continues, the Nimbys are going to win."

"We just didn't know how fast a disease could spread in buildings we've been wanting for years."

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 19



COMMENTARY

Does Bus Transit Reduce Greenhouse Gas Emissions?

Thomas Rubin, Marcy Lowe, Bengu Aytekin and Gary Gereffi Debate Public Transit Buses: A Green Choice Gets Greener

April 5, 2010

The American Public Transit Association claims that public transit saves an estimated 1.4 billion gallons of gas annually, which translates into about 14 million tons of CO2. *Time*'s Global Warming Survival Guide says "Ride the Bus." But does bus transit really reduce greenhouse gas emissions?

The latest major study in this debate says yes. Last October the Center on Globalization, Governance & Competitiveness, an affiliate of the Social Science Research Institute at Duke University, released the latest in a series of papers on climate change issues, *Public Transit Buses: A Green Choice Gets Greener*, by Marcy Lowe, Bengu Aytekin and Gary Gereffi. Public Transit Buses argues that bus transit dramatically reduces Green House Gas (GHG) emissions.

But Thomas Rubin, a mass transit consultant in Oakland, California, disagrees. He says the Duke University team has seriously distorted their analysis and that bus transit today is not greener than driving a car. Rubin was the Controller-Treasurer of the Southern California Rapid Transit District from 1989 until 1993 and has written many research reports on transit issues.

You can follow the link to read *Public Transit Buses*. Below, we present Tom Rubin's critique of that report, followed by a reply from the authors, and then a final response from Tom Rubin. – *Adrian Moore, Vice President of Research at Reason Foundation*

Part 1: A Critique of *Public Transit Buses: A Green Choice Gets Greener*
By Thomas A. Rubin

Which is "greener" – uses less energy and produces fewer emissions – riding in a transit bus or driving a car? While the results will vary depending on the particulars of the bus, the car, and how they are utilized, on average in the U.S., moving a passenger one mile in an auto uses less energy, and produces less emissions, per passenger-mile (one person traveling one mile) than carrying that person one mile in an urban transit bus.

However, researchers based at Duke University have reached a very different conclusion – but they have done so by assuming a bus passenger load over seven-and-one-half times the U.S. average and an auto passenger load 63% of the average, and prominently displayed the results produced by this extremely unrealistic mixture of assumptions in the first paragraph of their paper to produce maximum impact for their badly flawed hypothesis. This improper representation of the greenery of urban transit buses vs. the private autos must not be allowed to stand unopposed, for it could be utilized to justify very contraindicated governmental transportation decisions.

The Center on Globalization, Governance & Competitiveness (CGGC), an affiliate of the Social Science Research Institute at Duke University, has prepared a number of papers under the general title of *Manufacturing Climate Solutions – Carbon-Reducing Technologies and U.S. Jobs*. For the Environmental Defense Fund, it recently issued the latest component, Chapter 12, "Public Transit Buses: A Green Choice Gets Greener1."

The main message of the CGGD paper is that using transit buses to move people is very energy efficient and "green" compared to auto usage. Unfortunately, this conclusion is reached through the use of vehicle occupancy assumptions that are far removed from actual "real world" experience.

The central premise of the paper is stated in the Summary, first paragraph, first page:

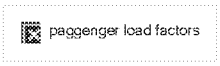
Public transit substantially reduces fuel use and greenhouse gas emissions, making it a wise public investment in a new, carbon-constrained economy. A typical passenger car carrying one person gets 25 passenger miles per gallon, while a conventional bus at its capacity of 70

(seated and standing) gets 163 passenger miles per gallon. These fuel savings yield commensurate cuts in CO2 emissions. A passenger car carrying one person emits 89 pounds of CO2 per 100 passenger miles, while a full bus emits only 14 pounds. In addition, these benefits of conventional transit buses are further enhanced by a growing number of alternative options known as "green buses," including electric hybrid, all-electric, and other advanced technologies.

In the U.S., the average passenger load in a "conventional bus" in 2006 was 9.22 – slightly over one-eighth of the 70 factor used in the paper. Using the 2.33 bus miles/gallon (mpg) value on page two of the paper, this translates to 21.4 passenger-miles per gallon.

The average load in a "typical passenger car" in the U.S. was 1.58 in 20063. Using the 25 mpg in the CGGC paper above4, at 1.58 passengers/vehicle, that's 39.5 passenger-miles per gallon.

(I will not go into detail as to emissions per passenger-mile of CO2 or other pollutants; simplifying greatly, in general, particularly for CO2, emissions are proportional to energy usage.)



Now, to be fair, if we actually go to the energy use data from the National Transit Database (NTD) for 2006 (Table 17, Energy Consumption), and add up the diesel gallon equivalents of all the energy utilized to power (non-catenary electric) buses, the result is 3.91 mpg and, applying that, the result is 36.0 passenger-miles per gallon, which is fairly close to the result above for automobiles.

So, by CGGC's math, a transit bus loaded with an unusually high load provides 6.52 times the energy productivity of a passenger car with the absolute minimum possible passenger load.

By my calculations – which I will refer to, without any fear of being called to task, as "real world" – it was .54.

Which works out to an overstatement of right about a dozen times.

(If we utilized the actual 2006 average bus mileage factor of 3.91 mpg, versus the 2.33 mpg assumption of CGGC, the ratio would be approximately .89, with the auto producing about 12% more passenger miles per gallon of fuel than bus.)

My use of annual averages is somewhat unfair to buses for a variety of reasons. First, for autos, there is a significant amount of freeway driving, urban, rural, and inter-city, where high, constant speeds and high mileage factors are achieved – this type of travel is a relatively rare portion of urban transit bus usage.

Also, autos and buses are used very differently. Autos generally have their lowest load factors during peak periods, with most urban areas reporting statistics in the 1.10-1.15 range. There is far more peak hour utilization of bus than of auto as a percentage of total seat availability.

Auto mpg, like that of buses, is also lower during peak periods than the annual average. Also, most transit buses are diesel powered, and those that are not generally report their energy usage in diesel fuel Btu's equivalents, and diesel motor fuel has approximately 11% more Btu's per gallon than gasoline5.

Therefore, by using annual average statistics, I am working away from the situation where bus transit actually performs best. However, even if we assume that what CGGC was actually going for was peak hour auto usage, their assumptions are still far outside of the range of what has ever been actually achieved in the U.S. – particularly when one considers that, during the peak period, while buses are generally operating with their highest load factors on the *in*-bound trips in the morning and the *out*-bound trips in the evening, when these buses then return for their next peak hour, peak direction load, they are generally carrying far fewer passengers than in their peak direction trips.

While 70 passengers on a "standard" 40-foot, 102-in wide bus, is certainly not unheard of in the transit industry, this is hardly a typical load, even on most crowded bus lines for most transit agencies, even for peak hour in-bound trips. Street-running urban buses – unlike, for example, an airliner flying between New York City and Washington, D.C. – make many stops along their routes. Typically, a bus has a very small passenger load when it begins a route, picks up passengers more-or-less constantly as it approaches its peak load point, most commonly the leading edge of the central business district, and then has a steadily decreasing passenger load as it nears the end of the route. Therefore, unlike a NYC-DC airline flight, which can often have a 100% seated load (a passenger in every seat), even though buses can have standees, it is unusual for a local, street-running bus route to approach a 50% average seated load even during rush hour. Annual average seated load factors over one-third are achieved only by a small handful of urban bus operators in the U.S., chiefly those in the largest cities.

The 70 passenger load used by CGGC above is almost certainly the "peak" load, or at least close to it, which means that it is reached and maintained only for a fairly short portion of the line, and then only during the peak hours. Given that most modern "low-floor" 40-footers have around 39/40 seats, the previous generation perhaps around 43, and the maximum number of seats on a 40-footer being 51 (and that for buses that were

operated decades ago), CGGC's 70 passenger load is a *very* large factor, even before considering the low-load return trips during peak hour operations.

For example, the Los Angeles County MTA operates to a 120% load factor, which means scheduling for a maximum of 48 passengers on its 40-seat 40-foot buses – and that is at the peak load point. It is rare for even the transit operators in the largest cities to have maximum load point factors over 150%6, which would be 60 total passengers on a 40-seat bus – and these are the projected maximums at the peak load point, not anything remotely close to a load factor for an entire bus trip.

For the past thirty years, there have been two big city local transit bus operators (as opposed to long-haul commuter express operators, such as those operated into the Port Authority Bus Terminal by several contractors for NJTransit) that have had the highest average passenger loads (passenger miles/vehicle miles) almost every one of those years, MTA-New York City Transit and Los Angeles County MTA. For the 2007 NTD reporting year, MTA-NYCT reported 15.6, and LACMTA reported 14.0 – neither of these is remotely close to the 70 passenger load factor assumption that CGGC utilizes so prominently7.

In my experience of well over three decades in the transit industry, it is extremely rare for even the most heavily utilized local bus lines to achieve a working weekday load factor of 25.

A 70 load factor, as an annual average, is something that, in the transit industry, cannot be found on any type of rubber tire, or even rail vehicle, *period*; even commuter rail, which operates very large cars for very long trips, doesn't average half of that on an industry-wide annual basis.

The use of a bus load factor of 70 in the CGGC publication, *for any purpose what-so-ever, particularly when presented as something that is actually reasonable to contemplate*, is totally without justification; it is so far divorced from any kind of reality to call into question if CGGC lacks the technical competence to publish such a report – or, perhaps, worse.

On page 2, the paper discusses how a bus with a passenger load of eleven was approximately "breakeven" on fuel economy with a single-passenger car, but:

1. Prominent place to the 70 load in the very first paragraph.
2. The passenger load of eleven is actually well above the U.S. bus transit industry average of 9.2 for 2006 (although there are many large-city bus operators who exceed this mark on a regular basis)
3. The comparison is still to a single-passenger – 1.00 passengers – automobile, which is far under the actual U.S. average.

Overall, the impact of the eleven load factor example was to appear to present a "worst case" bus comparison to the automobile, where, in fact, the bus utilization factor was still significantly overstated and the auto factor was significantly understated.

Even if the analysis is limited to peak hour transit, when auto passenger loads are far lower than the all-day, full-year average, the 1.00 factor is still unrealistically low – and, I submit, a comparison of only peak-to-peak can be done only with extreme care, as this is a minority of the usage of both autos and buses and, therefore, unlikely to be representative of the whole for either.

The historical trend also does not favor bus transit. From 1977 to 2007, bus average passenger load fell over 25%, from 12.2 to 9.1. From 1984 through 2007, bus miles per gallon first rose slightly, from 3.65 in 1984 to 3.84 in 1993, but, as the utilization of alternative fuels increased, fell to 3.43 in 2007, an overall decrease of 6% from 1984 to 2007. When the combined effects of lower average passenger loads and lower miles per gallon are combined, passenger-miles per gallon fell 27%, from 42.8 in 1984 to 31.3 in 20078.

From 1970 to 2007, U.S. auto fuel economy increased 67%, from 13.5 mph in 1970 to 22.5 mph in 20079.

In fact, with the exception of a few U.S. transit operators, including MTA-NYCT, there is considerable question if transit has *any* energy and emissions advantages over automobiles *at all* at the present time – and, given the historical trend, and that there appears to be very significant likelihood for major progress being made for automobiles in both regards over the upcoming years, I am not prepared to concede that buses can get "greener" faster than automobiles in the foreseeable future10.

While the paper's endorsement of newer vehicle technologies is somewhat less objectionable, these cover a wide range of technologies and, at the present time, practicalities. Compressed natural gas (CNG) and liquefied natural gas (LNG) have become very prominent in the transit bus industry, even to the point of some old-time vehicle maintenance supervisors expressing a preference for them. However, other modes mentioned in the DGGC paper – particularly hydrogen fuel cell – are so far away from practical use that, when the California Air Resources Board was (again) considering actually implementing its long-planned zero-emission-bus rule, it was widely opposed – including by the California Sierra Club.

The purpose of this critique is *not* to attempt to show that buses are bad for energy use, air quality, or the economy. It is, rather, to show that any proposal to achieve improvements in any of these through transit, including bus transit, must be based on a realistic presentation of the current situation, the historical trend, and the *practical* potential for improvement. Any evaluation based on wholly ridiculous bus load factors and misstatements of auto load factors, using this analysis as the basis for future promises of improvements, fails this test badly.

Thomas A. Rubin, CPA, CMA, CMC, CIA, CGFM, CFM has over three decades of transit industry experience as the chief financial officer of two of the largest transit operators in the U.S., including the Southern California Rapid Transit District in Los Angeles, and as a consultant and auditor to well over 100 transit operators, metropolitan planning agencies, state departments of transportation, the U.S. Department of Transportation, and industry suppliers. He has presented well over 100 papers on a variety of topics at industry conferences.

Part 2: A Response to Thomas Rubin's Critique Of
Public Transit Buses: A Green Choice Gets Greener
By Marcy Lowe, Bengu Aytekin and Gary Gereffi

The report in question, released in October 2009, is a value chain analysis of the U.S. transit bus manufacturing industry. Its main purpose is not to analyze fuel efficiency, but rather to map out the U.S. supply chain for the manufacture of transit buses. We identify the lead firms across the bus supply chain, including original equipment manufacturers, system builders, and producers of components ranging from engines to interior lighting, along with a large after-market segment. Our purpose is to highlight how many U.S. jobs are involved in this supply chain, what types of jobs they are, and where they are located.

The main message of our report is that although the U.S. transit bus manufacturing industry is small, these jobs are widely dispersed throughout the Eastern United States and California-and there is plenty of opportunity to fill increasing bus orders with domestic production if U.S. transit policy were to shift to a greater emphasis on public transit. Our study places special emphasis on electric hybrids and other "green buses," that is, those that run on alternatives to diesel or gasoline, because we believe these vehicles offer sustainable growth potential for the industry.

Throughout the report we emphasize that public transit is an underused option in the United States. As we note in the report, the 70-person figure cited in our fuel comparison does not refer to actual bus occupancy in average U.S. conditions, but rather to the capacity of the standard bus type we focus on in our supply chain. The actual number of occupants per

bus in the U.S. varies widely, of course, ranging from a full bus in New York City during rush hour to a little-used bus operating in a small urban area during off-peak hours. Because our focus is U.S. jobs linked to the domestic manufacture of buses, our report does not attempt to calculate vehicle occupancy figures that would reflect the wide range of actual U.S. conditions.

We appreciate your interest in our report. We hope it adds a useful perspective to the ongoing discussion concerning the most promising public transit options and their job creation potential in the United States.

Part 3: Thomas A. Rubin's Response

The reply makes it clear that the "... main purpose [of the paper] is not to analyze fuel efficiency." As there is no response to, or exception taken to, the data cited in our original critique, which utilized actual vehicle occupancy and fuel mileage data, nor the calculations deriving there from, it appears that our conclusion – that the private auto is superior to transit buses in fuel efficiency and emissions per passenger mile, for the national as a whole and for most specific travel situations, is not disputed by CGGC.

Since the focus of the report is on "U.S. jobs linked to the domestic manufacture of buses," it would appear reasonable for the paper to discuss and compare the creation of jobs from the manufacture of passenger cars in the same manner as the paper compared fuel efficiency of buses vs. automobiles (which resulted in conclusions regarding "greenness" that CGGC now appears to have abandoned). However, this was not a part of the paper.

A detailed calculation of comparative job creation is far beyond what we have the space to get into in this short paper. However, let us see what we can come up with by making a number of admittedly very simplistic assumptions.

As was cited in the first posting, the average vehicle occupancy for transit buses in the U.S. was 9.21, and for passenger car vehicles, 1.58 in 2006. This means it takes an average of approximately 5.83 passenger cars to carry the average load of a bus (9.21/1.58).

Using the average price per 40-foot bus of $342,55811 in 2006, the year for these occupancy figures, that would mean that, to achieve equivalent cost per average passenger load, the cost of the passenger cars would be approximately $58,766, prior to adjustment for the lifetime utilization of buses and passenger cars. I will arbitrarily adjust this by a factor of 2,

representing my approximation of the ratio of lifetime bus vs. passenger cars miles12, resulting in an average "equivalency" cost per auto of $29,383 (not adjusting for the time value of money).

The actual average cost per new car in 2006 was $22,65113, approximately 77% of the calculated equivalency price above. If we make one more assumption – that the labor component per dollar of price for buses and passenger cars are equal – then it would appear that building buses to create passenger-miles does generate more jobs than does building passenger cars. While, admittedly, there are a large number of assumptions in the above calculation, the 1.3:1 ratio of the end calculation does appear to leave a "fudge factor" of some size.

However, one might ask, is the purpose of transportation to create jobs manufacturing vehicles? Or is it to move more people, and to move them further (leaving aside goods movement for the current discussion)? Which is more important, creating jobs or using taxpayer subsidies as cost-effectively as possible – particularly when this means moving people will mean lower taxes, or that more people can be moved further for the same number of taxpayer dollars? (For now, let us not get into discussions of transportation policy as a means of achieving "superior urban form," or of transit to actually contribute meaningfully to the achievement of such objectives; as for energy efficiency and "greenness," these were discussed in the first critique, resulting in the passenger car being shown as superior, which has not been challenged by CGGC).

Perhaps one answer to this conundrum may be found in 49 USC 5323(j)(2)(C), formerly know as the Urban Mass Transportation Act of 1964, as Amended, which requires that for Federally funded "rolling stock" procurements (including buses), "... the cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the rolling stock; and ... final assembly of the rolling stock has occurred in the United States" unless "including domestic material will increase the cost of the overall project by more than 25 percent."

From this provision, it does appear clear that creating U.S. jobs is a higher priority for public transportation in the U.S. than more cost-effective utilization of taxpayer funds, as so determined by the U.S. Congress.

Which is not necessarily the same thing as saying as this is the preference of the taxpayers and transit users of this nation.

And it does make one wonder a bit about the intended meaning of "competitiveness" in the name, Center on Globalization Governance and Competitiveness.

Footnotes

1 Marcy Lowe, Bengu Aytekin and Gary Gereffi, http://www.cggc.duke.edu/environment/climatesolutions/greeneconomy_Ch12_TransitBus.pdf October 26, 2009, Center on Globalization, Governance & Competitiveness, Duke University, accessed January 18, 2010.

2 U.S. Department of Transportation, Federal Transit Administration, National Transit Database (NTD), 2006, Table 19, "Transit Operating Statistics: Service Supplied and Consumed," total of directly operated + purchased transportation services passenger miles of 20,390,185,933, divided by total of directly operated + purchased transportation services vehicle total miles of 2,214,041,933.

Note utilization of vehicle total miles for the denominator, vice vehicle revenue miles. The primary difference between these two statistics is "deadhead" miles, such as driving a bus from the operating yard to the beginning of the first trip in the morning, and then back at the end of the day. Even though the buses are not carrying any passengers while deadheading from operating yards to/fm the beginnings and ends of bus lines and otherwise not in service to passengers, they are using fuel for such movements, which must be accounted for in the calculation of energy usage to produce human mobility.

http://www.ntdprogram.gov/ntdprogram/data.htm

3 (U.S. Department of Transportation, Research & Innovative Technology Administration, Bureau of Transportation Statistics, *Pocket Guide to Transportation 2009 (Pocket Guide)*, Passenger Car Passenger-Miles, 2006, 2,658,621 million, Table 4-3, "Passenger-Miles: 1990-2006, page 19; divided by Passenger Car Vehicle Miles, 2006, 1,682,671 million, Table 4-1, "Vehicle-Miles: 1990-2006," page 17: http://www.bts.gov/publications/pocket_guide_to_transportation/2009/pdf/entire.pdf Accessed January 19, 2009.

4 *Ibid*., Table 6-1, "New Passenger Car and Light Truck Fuel Economy Averages, Model Years 1985-2008," auto miles/gallon increases from 27 to 30 mpg over this period.

5 Stacy C. Davis, Susan W. Dielgel, and Robert G. Boundy, *Transportation Energy Data Book – Edition 28 (Transportation Energy)* (ORNL-6984), U.S. Department of Energy, Oak Ridge National Laboratory, 2009, Table B.4, "Heat Content for Various Fuels," page B-4, accessed February 1, 2010: http://cta.ornl.gov/data/tedb28/Edition28_Full_Doc.pdf

The values shown are 125,000 Btu/gallon for conventional (non-aviation) gasoline and 138,700 for diesel motor fuel.

Emission factors are also very different between automobiles, which are primarily gasoline powered at this time, and buses, which, at the present time, are primarily diesel powered (74.5% of the motor [non-electric] bus

diesel fuel equivalent energy use was diesel in 2006), NTD 2006, Table 17. CO2 emissions per gallon of diesel are approximately 15% higher than that of gasoline (*Transportation Energy*, Table 11.11, "Carbon Dioxide Emissions from a Gallon of Fuel," page 11-15). Other factors – CO, NOX, PM, etc. – vary in ways more complex that can be approached in this paper.

6 Prior to MTA agreeing to reduce its load factors to 120% as part of its settlement of the Federal Title VI (discrimination in the utilization of Federal funding) lawsuit, Labor/Community Strategy Center v MTA, MTA utilized a 150% load factor for its surface bus routes serving the Los Angeles central business district during peak hours.

NTD, Table 19, 2007.

American Public Transportation Association, *2009 Public Transportation Fact Book – Appendix A: Historical Tables*, author's calculations from Table 2: Passenger Miles by Mode, Table 6: Vehicle Total Miles by Mode, Table 30: Fossil Fuel Consumption by Mode, and Table 32, Bus Fuel Consumption. Accessed February 1, 2010: http://www.apta.com/resources/statistics/Documents/FactBook/2009_Fact_Book_Appendix_A.pdf

APTA's *Transit Fact Book* series uses, primarily, the same data as reported to U.S. DOT for NTD; however, for the motor bus mode, it includes some operators not reporting to NTD, so there are often minor variations between NTD and APTA bus data.

9 *Transportation Energy*, Table 4.1, "Summary Statistics for Cars, 1970-2007," page 4-2. Note that this report is on the average fuel mileage for all cars on the road in the year being reported, as opposed to the miles per gallon data from the *Pocket Guide*, which reports mpg for new vehicles only for the year being reported upon.

10 For a more factually driven analysis of transit vs. automobile energy utilization and emissions, I recommend Randal O'Toole, *Does Rail Transit Save Energy or Reduce Greenhouse Gas Emission?"* Cato Institute, Policy Analysis 615, April 14, 2008:

http://www.cato.org/pub_display.php?pub_id=9325

(Despite the title, the paper includes data for many transit modes, including buses.)

11 Dana Lowell, William P. Chernicoff, and F. Scott Lian, MJ Bradley & Assoc., for U.S. Department of Transportation, *Fuel Cell Life Cycle Cost Model: Base Case and Future Scenario Analysis* (DOT-T-01), June 2007, Table 8, "Weighted Average Bus Prices (2006 APTA Transit Vehicle Database)," page 13, accessed February 15, 2010: http://hydrogen.dot.gov/projects_across_dot/publications/fuel_cell_bus_life_cycle_cost_model/rep

12 This calculation is the best I can do for an adjustment factor for the

useful lives of auto's vs. buses. Unfortunately, it is difficult to come up with comparable data.

For 2006, the median age of passenger cars in the U.S. was 9.2 years (U.S. Department of Transportation, Bureau of Transportation Statistics, *National Transportation Statistics 2008*, Table 1-25, "Median Age of Automobiles and Trucks in Operation in the U.S.," accessed February 15, 2010: http://www.bts.gov/publications/national_transportation_statistics/2008/html/table_01_25.html)

For 2006, the average age of full-sized transit buses was 7.6 years, (*National Transportation Statistics 2008*, Table 1-28a, "Average Age of Urban Transit Vehicles.," accessed February 15, 2010: http://www.bts.gov/publications/national_transportation_statistics/2008/excel/table_01_28a.xls)

(Of course, the median value is not usually the same as the average value.)

As to average annual mileage per vehicle, for buses, for the 2006 reporting year, it was 30,030 (American Public Transportation Association, *2008 Public Transportation Fact Book*, "Table 51:Bus and Trolleybus National Totals, Fiscal Year 2006, 2,494.9 million Vehicle Total Miles divided by 83,080 Bus Revenue Vehicles Available for Maximum Service: http://www.apta.com/resources/statistics/Pages/transitstats.aspx

For passenger cars for 2006, the average was 12,427 miles (U.S. Department of Transportation, Bureau of Labor Statistics, *Pocket Guide to Transportation 2009*, 1,682,671 million passenger car vehicle miles (Table 4-1, "Vehicle-Miles, 1990-2006), divided by 135,399,945 automobiles (Table 4-2. "Number of Aircraft, Vehicles, Railcars, and Vessels: 1990-2006" – the notes to these table makes it clear that "automobiles" in Table 4-2 has the same meaning as "passenger cars" in Table 4-1).

If we assume that median age is the same as average age, and that miles driven are constant over the vehicle life, and that average/median age is directly proportional to total useful life for both buses and passenger cars (all admittedly questionable assumptions), then the bus miles to median life are 228,.228 (7.6 years x 30,030 miles/year), and, for passenger cars, 114,328 miles (9.2 years x 12,427), or a ratio of 1.996:1 – which we shall round to 2:1

13 U.S. Department of Energy, "Fact #520: May 26, 2008, Average Price of a New Car, 1970-2006, accessed February 15, 2010: http://www1.eere.energy.gov/vehiclesandfuels/facts/printable_versions/2008_fotw520.html

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 20

Message

From: Mindala Wilcox [mwilcox@cityofinglewood.org]
Sent: 4/30/2020 7:15:20 AM
To: Brian Boxer [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=a4f8c4ab743d4d5194aa8b3d8c519c29-Brian Boxer]
Subject: RE: FAA Grant Question

Hi Brian, I confirmed with Royce that yes, all were acquired with the grants.

Mindy

Sent from my Samsung Galaxy smartphone.

-------- Original message --------
From: Brian Boxer <BBoxer@esassoc.com>
Date: 4/29/20 5:12 PM (GMT-08:00)
To: Mindala Wilcox <mwilcox@cityofinglewood.org>
Subject: FAA Grant Question

Mindy,

Can you confirm whether the properties that make up the East Transportation Hub and Hotel Site, between West Century and 102nd Street, east of Doty, were acquired through the FAA AIP (noise mitigation) Grant Program?

Please let me know. I have tried to glean this from the grant applications themselves, but because of a lack of maps in some of them, I can't figure it out.

Thanks.

B

Brian D. Boxer, AICP
Senior Vice President
Northern California Regional Director

ESA | Environmental Science Associates
Celebrating 50 Years of Work that Matters!

2600 Capitol Ave, Suite 200
Sacramento, California 95816
D: 916.231.1270 | C: 916.761.2288 | O: 916.564.4500
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The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 21

ORDINANCE NO. 20-___

[Placeholder for Summary, WHEREAS clauses, etc.]

SECTION 1. The Inglewood Municipal Code Chapter 12, Planning and Zoning, is hereby amended by adding Article 17.5, "SE" Sports and Entertainment Overlay Zone, to read as follows:

Article 17.5. "SE" Sports and Entertainment Overlay Zone

Section 12-38.90 Purpose

The SE Sports and Entertainment Overlay Zone ("SE Overlay Zone") is established to provide for the orderly development of a Sports and Entertainment Complex in a comprehensively planned manner, along with a hotel of no fewer than 100, and no greater than 150, guestrooms, within the boundaries shown on the map adopted by the City Council by Ordinance _____, as part of this SE Overlay Zone.

Section 12-38.91 Definitions

(A) "Arena" shall mean a sports, entertainment, and public gathering facility with indoor seating capacity of no more than 18,500 attendees operated to host events including, but not limited to, sporting events, concerts, entertainment events, exhibitions, conventions, conferences, meetings, banquets, civic and community events, social, recreation, or leisure events, celebrations, and other similar events or activities, including the sale of food and drink for consumption on-site or off-site and the sale of alcoholic beverages for consumption on-site, the sale of merchandise, souvenirs, and novelties and similar items, and other uses, events, or activities as are customary and usual in connection with the operation of such facility.

(B) "Event Center Structure and Uses" shall mean a multi-purpose facility that may include the following:

(1) Arena;

(2) Professional office;

(3) Athletic practice and training facilities;

(4) Medical office or outpatient clinic and accessory uses;

(5) Other non-Arena uses that support the Arena and are located in the Event Center Structure.

(C) "Event Center Supporting Structures and Uses" shall mean any of the following uses located within the boundaries of the SE Overlay Zone but not within the Event Center structure:

(1) Retail uses, including, but not limited to, the sale or rental of products or services;

(2) Dining uses, including restaurants, bars, cafes, catering services, and outdoor eating areas, including the sale of food and drink for consumption on-site or off-site and the sale of alcoholic beverages for consumption on-site;

(3) Community-serving uses for cultural, exhibition, recreational, or social purposes.

(D) "Infrastructure and Ancillary Structures and Uses" shall mean any uses or structures, temporary or permanent, that are accessory to, reasonably related to, or maintained in connection with the operation and conduct of an Event Center Structure and Use or Event Center Supporting Structure and Use, including, without limitation, open space and plazas, pedestrian walkways and bridges, transportation and circulation facilities, public or private parking facilities (surface, subsurface, or structured), signage, outdoor theaters, broadcast, filming, recording, transmission, production and communications facilities and equipment, and events held outside of the Event Center Structure that include, but are not limited to, sporting events, concerts, entertainment events, exhibitions, conventions, conferences, meetings, banquets, civic and community events, social, recreation, or leisure events, celebrations, and other similar events or activities.

(E) "Sports and Entertainment Complex" shall mean a development that includes the following:

(1) Event Center Structure and Uses;

(2) Event Center Supporting Structures and Uses;

(3) Infrastructure and Ancillary Structures and Uses; and

(4) Any other uses that the Economic and Community Development Department Director ("Director") determines are similar, related, or accessory to the aforementioned uses.

(F) The "SEC Development Guidelines" shall have the meaning given in Section 12-38.94.

Section 12-38.92 Applicability

(A) This Article is applicable to the SE Overlay Zone property designated on the Zoning Map as "SE" after the reference letter(s) identifying the base zoning district and allows for a Sports and Entertainment Complex, and one (1) hotel of no fewer than 100, and no greater than 150, guest rooms, in a portion of the City that is proximate to other sports and entertainment uses. Except as otherwise provided in this Article and/or in the SEC Development Guidelines, the provisions of the Inglewood Municipal Code, Chapter 12, Planning and Zoning, shall apply. This Article and the SEC Development Guidelines shall prevail in the event of a conflict with other provisions of Chapter 12.

(B) All other development in the SE Overlay Zone shall be governed by the applicable provisions of Chapter 12, including the provisions of the applicable underlying zoning district.

Section 12-38.93 Permitted Uses

The following uses shall be permitted in the SE Overlay Zone and shall be exempt from the Special Use Permit provisions of Article 25 of this Chapter:

(A) Sports and Entertainment Complex as defined in Section 12.38.91.

(B) One (1) hotel of no fewer than 100, and no greater than 150, guest rooms.

Section 12-38.93.1 Sales and Service of Alcoholic Beverages

The sale, service, and consumption of alcoholic beverages, including distilled spirits, within the Sports and Entertainment Complex is permitted, subject to the following:

(A) Any establishment or operator within the Sports and Entertainment Complex serving or selling alcoholic beverages shall maintain the applicable license from the California Department of Alcohol Beverage Control ("ABC").

(B) Alcoholic beverages may be purchased, served, or consumed within any licensed establishment and its designated outdoor areas and any additional licensed designated areas, subject to compliance with all applicable ABC license conditions.

(C) Alcoholic beverages may be sold, served, or consumed from the hours of 6:00 AM to 2:00 AM.

(D) All persons engaged in the sale or service of alcoholic beverages shall be at least 18 years old and must successfully complete a certified training program in responsible methods and skills for serving and selling alcoholic beverages with recurrent training not less than once every three years.

(E) Any areas where alcohol is sold, served or consumed shall be monitored by security equipment, security personnel or supervisory personnel.

Section 12-38.93.2 Outdoor Restaurants or Dining Areas

Outdoor restaurants or dining areas shall be permitted within the Sports and Entertainment Complex subject to the following:

(A) The perimeter of outdoor dining areas of any establishment selling or serving alcoholic beverages shall be defined by physical barriers.

(B) Vehicle drive-through service, or service windows or order pick-up windows along any public right-of-way shall be prohibited.

Section 12-38.93.3 Communications Facilities

Communications systems, facilities, antennas, and any related equipment for the following purposes may be installed, placed, or used within the Sports and Entertainment Complex:

(A) Broadcasts or transmissions from or related to the Sports and Entertainment Complex;

(B) Communications with or transmissions to attendees, employees, or visitors of the Sports and Entertainment Complex;

(C) Reception and distribution or exhibition of broadcasts or transmissions within the Sports and Entertainment Complex;

(D) Operation of on-site equipment, facilities, structures or uses;

(E) Communications related to events and operations within the Sports and Entertainment Complex;

(F) Emergency services and communications; and

(G) Temporary communications services, including telecommunications services, for large-scale events hosted within the Sports and Entertainment Complex.

Section 12-38.94 Sports and Entertainment Complex Development Guidelines and Review

(A) Development of a Sports and Entertainment Complex within the SE Overlay Zone shall be subject to the Sports and Entertainment Complex Design Guidelines and Infrastructure Plan ("SEC Development Guidelines"), adopted by the City Council by _____.

(B) The SEC Design Guidelines establish specific design and review standards for the development of a Sports and Entertainment Complex within the SE Overlay Zone, including, without limitation, standards for buildings and structures, landscaping, signage, and lighting, and shall apply in lieu of any contrary provisions in the Inglewood Municipal Code, including without limitation the Site Plan Review process contained in Article 18.1 of this Chapter.

(C) The SEC Infrastructure Plan establishes the infrastructure improvements required to serve the Sports and Entertainment Complex within the SE Overlay Zone and describe the review and permitting process for infrastructure under the Infrastructure Plan. Within the SE Overlay Zone, the provisions of Section 12-66 and Sections 12-66.1 through 12-66.5 are waived as to any requirement for a Tentative Parcel Map prior to the filing of a Parcel Map. The provisions of Section 12-66.6 requiring a parcel map to be filed and recorded prior to certain transactions and issuance of building permits are also waived. Except as provided above, a parcel map shall be reviewed and approved in accordance with Section 12-66.5. In addition, the provisions of Section 12-7.1 shall not be applied to require a parcel map prior to issuance of building permits. The Infrastructure Plan shall prevail in the event of any conflict between the Infrastructure Plan and any provisions in Article 22 of this Chapter (Subdivision Regulations).

(D) Review and Approval.

(1) An application for review shall be submitted to the Economic and Community Development Department in accordance with the requirements established in the SEC Development Guidelines. Such review and approval shall be required prior to the issuance of any building permit(s) for the development of a Sports and Entertainment Complex.

(2) The Director shall review any plans for the development of a Sports and Entertainment Complex, including associated public infrastructure plans, submitted in accordance with the provisions of the SEC Development Guidelines, and shall approve such plans unless materially inconsistent with the applicable standards established in this Article 17.5 and the SEC Development Guidelines, as more particularly provided therein.

Section 12-38.95 Development Standards

Section 12-38.95.1 Height

(A) An Event Center and any appurtenances constructed or erected within the SE Overlay Zone shall not exceed one hundred fifty (150) feet in height and shall otherwise be consistent with the provisions of the SEC Design Guidelines.

(B) Any building or structure other than an Event Center constructed or erected within the SE Overlay Zone shall not exceed one hundred feet (100) in height and shall otherwise be consistent with the provisions of the SEC Design Guidelines.

Section 12-38.95.2 Front Yard, Side Yard, and Rear Yard Setbacks

(A) Sports and Entertainment Complex. No front yard, side yard, or rear yard shall be required, except as provided in the SEC Design Guidelines.

(B) Hotel. Front yard, side yards, and rear yards shall conform to the requirements of Section 12-16.1 of this Chapter.

Section 12-38.95.3 Uses Permitted in Setback Areas

Consistent with the SEC Design Guidelines, the following uses shall be permitted in any applicable setback areas for a Sports and Entertainment Complex.

(A) Driveways, alleyways, private streets, or similar vehicle circulation or access areas.

(B) Sidewalks and pedestrian circulation areas and facilities.

(C) Sound walls, privacy walls, security walls, screening, and similar features.

(D) Landscaping.

(E) Signs and graphic displays.

(F) Public Art.

Section 12-38.95.4 Lot Size and Street Frontage

Minimum lot size or street frontage requirements shall not apply to the development of permitted uses within the SE Overlay Zone.

Section 12-38.95.5 Development Intensity

Development of a Sports and Entertainment Complex in the SE Overlay Zone shall be consistent with the size and density standards established in the SEC Design Guidelines.

Section 12-38.96 Parking and Loading

Section 12-38.96.1 Parking Requirements

The aggregate amount of off-street parking spaces provided and maintained in connection with each of the following uses shall be not less than the following, except as may be reduced through the application of shared parking permitted by Section 12-38.96.2:

(A) Event Center Structures and Uses. One (1) parking space for each five (5) seats in the Arena, inclusive of any temporary seating capacity, plus one (1) space for each three hundred (300) square feet of gross floor area of Professional office.

(B) Event Center Supporting Structures and Uses. Sixty (60) parking spaces, plus one (1) additional parking space for each additional four hundred (400) square feet of gross floor area in excess of fourteen thousand (14,000) square feet of gross floor area, based on the combined gross floor area of all Event Center Supporting Structures and Uses.

(C) Hotel. Two (2) parking spaces, plus one (1) parking space for each bedroom or other room that can be used for sleeping purposes up to ninety (90) rooms, plus one (1) parking space for each additional two (2) bedrooms or other rooms that can be used for sleeping purposes in excess of ninety (90) rooms.

(D) No additional parking shall be required for any other Event Center Structures and Uses described in Section 12-38.91(B) or any Infrastructure and Ancillary Structures and Uses described in Section 12-38.91(D).

Section 12-38.96.2 Shared Parking

The minimum off-street parking space requirements for any Event Center Supporting Structure and Use may be satisfied by shared parking provided for the Arena use, provided that substantial evidence demonstrates that the peak parking demand for such Event Center Supporting Structure and Use does not occur during the same period as the peak parking demand for the Arena use, or that the same parking spaces will be used for multiple Sports and Entertainment Complex Uses.

Section 12-38.96.3 Location of Parking

(A) Required parking for all structures and uses within a Sports and Entertainment Complex may be located on any lot or property within the SE Overlay Zone.

(B) The hotel use shall provide and maintain its required on-site parking in a lot exclusively for the hotel use based on the calculation described above in Section 12.38.96.1(C).

Section 12-38.96.4 Parking Standards

In lieu of the design standards and requirements for parking spaces and facilities set forth in Sections 12-42.1, 12-53, 12-54.3, 12-54.4, 12-55.2, 12-55.4, and 12-55.5 of Article 19 of this Chapter, all parking spaces provided to meet the requirements for the Sports and Entertainment Complex uses shall conform to the standards established in the SEC Design Guidelines.

Section 12-38.96.5 Loading

(A) Event Center. A minimum of four loading spaces shall be provided for the Event Center. Required loading spaces may be provided in a below grade structure.

(B) Event Center Supporting Structures and Uses. A minimum of one loading space per 10,000 square feet of gross floor area, based on the combined gross floor area of all Event Center Supporting Structures and Uses.

(C) In lieu of the design standards and requirements for loading spaces and facilities set forth in Article 19 of this Chapter, all loading spaces provided to meet the requirements for the Sports and Entertainment Complex uses shall conform to the standards established in the SEC Design Guidelines.

Section 12-38.97 Signs

(A) In lieu of the standards and requirements regarding signs set forth in Sections a 12-75, 12-76, 12-77 (and subsections thereto), 12-80, 12-80.5, 12-84, and 12-84.5 of Article 23 of this Chapter, signs for a Sports and Entertainment Complex in the SE Overlay Zone shall be subject to this Article 17.5.

(B) Signs within the Sports and Entertainment Complex shall be permitted as set forth in the SEC Design Guidelines.

(C) Prohibited Signs. Signs that create the following conditions shall be prohibited:

(1) Traffic Safety. Any sign or device which by design or location resembles or conflicts with any traffic control sign or device.

(2) Safety Hazard. Any sign or device that creates a potential safety hazard by obstructing views of pedestrian and vehicular traffic at street intersections or driveways or by creating glare or other hazardous distraction.

(3) Safety Clearance. Any sign that is erected within six feet (6) horizontally or twelve (12) feet vertically of any overhead electric conductors exceeding seven hundred fifty (750) volts.

(D) Review and Approval. Director's Design Review Approval of any sign pursuant to the SEC Design Guidelines shall constitute a sign approval and permit from the Planning Division for the purposes of Section 12-72, Article 23 of this Chapter.

Section 12-38.98 Public Art

The provisions of Section 12-4.1 shall not apply to development of the Sports and Entertainment Complex. The location of any public art to be provided shall be determined through the SEC Design Review under the SEC Development Guidelines.

SECTION 2: The Zoning Map of the City of Inglewood is hereby amended by revising Map [_____], as follows:

[Placeholder for specific map amendment references]

SECTION 3: The Inglewood Municipal Code Chapter 12, Planning and Zoning, is hereby amended by adding Section 12-1.76.1, and Section 12-1.104.1, to read as follows:

Section 12-1.76.1. Sports and Entertainment Complex.

"Sports and Entertainment Complex" shall mean the same as defined in Section 12-38.91(A).

Section 12-1.104.1. SEC Development Guidelines.

"SEC Development Guidelines" shall mean the same as defined in Section 12-38.91(F).

SECTION 4: The Inglewood Municipal Code Chapter 12, Planning and Zoning, Section 12-2, Zone Classifications Denoted, is hereby amended to read as follows:

[Add "SE" Sports and Entertainment Overlay Zone to list of zones in IMC §12-2]

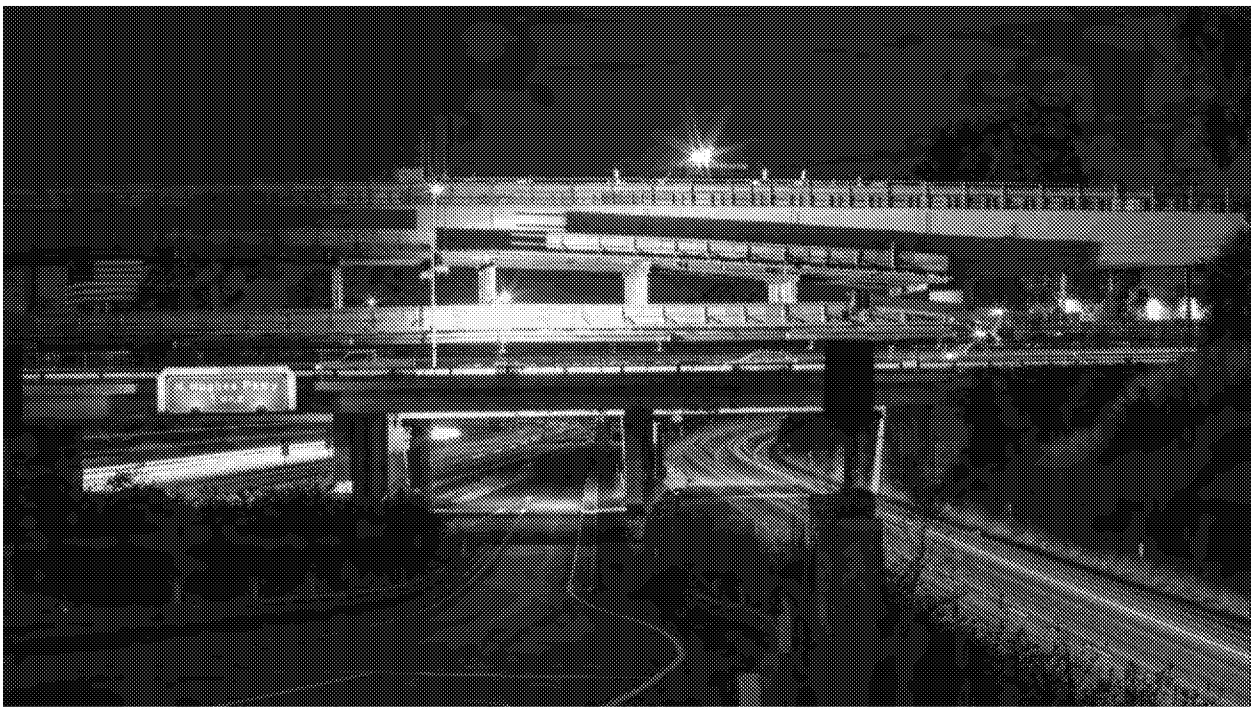
SECTION 5: A parking lot, public parking area, or facility, or any entity providing same, may provide off-street parking for the Sports and Entertainment Complex, outside the SE Overlay Zone, notwithstanding any contrary provisions in Inglewood Municipal Code Chapter 12, Planning and Zoning, Article 19 (Parking Regulations).

SECTION 6: Any adjoining parcels within the SE Overlay Zone may have their lot lines adjusted at the request of the property owners, or by City on its own initiative as to City owned property, pursuant to the procedures in this section and in accordance with the provisions of Government Code Section 66412(d). Such action shall be a ministerial approval made by the Economic and Community Development Department Director, or his or her designee, who shall approve a lot line adjustment if he or she finds that (i) the adjusted lot conforms with the general plan and the SE Sports and Entertainment Overlay Zone, and (ii) all owners of an interest in the subject real property have consented to the lot line adjustment. No conditions or exactions shall be imposed on the approval of the lot line adjustment except to conform to the general plan, zoning and building ordinances, to require the prepayment of real property taxes prior to the approval of the lot line adjustment, or to facilitate the relocation of existing utilities, infrastructure or easements. No tentative map, parcel map or final map shall be required as a condition to the approval of a lot line adjustment. Upon recordation of the notice of lot line adjustment, the regulations of the SE Sports and Entertainment Overlay Zone shall apply to the merged or adjusted lot or parcel, and the lot lines shall be shown in the recorded notice of merger of lot line adjustment or a certificate of compliance.

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 22

Construction problems delay Metro's $2-billion Crenshaw Line opening until 2021



Construction crews work to complete a bridge for the Crenshaw Line along Florence Avenue in Inglewood in 2017. (Jay L. Clendenin / Los Angeles Times)

By Laura J. Nelson Staff Writer
April 10, 2020 | 3:35 PM

The Metropolitan Transportation Authority acknowledged Friday that flawed construction on a $2.06-billion rail line through South Los Angeles will delay its opening until mid-2021, two years later than originally promised.

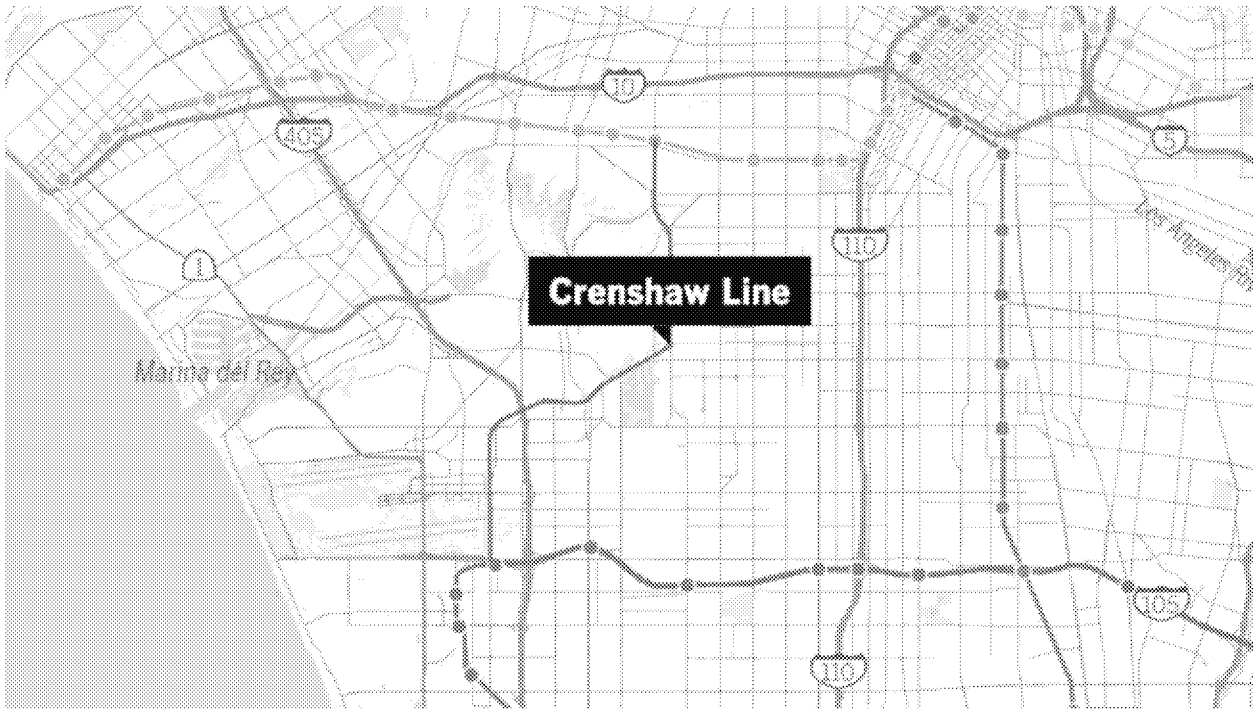
The Crenshaw Line is about 95% complete. But construction will not conclude until the end of this year or early 2021 because crews have been forced to redo work along the 8.5-mile route, Metro officials said.

The issues include settlement in walls that support a rail bridge over La Brea Avenue near downtown Inglewood, and flaws in the steel support structure that is supposed to anchor the train tracks on bridges and in tunnels, officials said.

Once construction ends, Metro will need about five months to test the line and train the rail operators. That means passengers will not be able to ride between El Segundo and Mid-City any earlier than May 2021, officials said.

The yearlong delay is the longest yet for the Crenshaw Line. Once slated for the fall of 2019, the opening date was delayed until spring 2020 after Metro and the contractor wrestled with problems with electrical substations, sidewalks and gas lines.

"We're disappointed with the schedule," Metro Chief Executive Phil Washington said in an interview. "Anybody would be."



(Laura J. Nelson / Los Angeles Times)

Metro plans to ask the agency's directors this month to approve $90 million more for the Crenshaw Line. Without the increase, according to a draft report reviewed by The Times, Metro won't be able to pay staff or consultants to manage the project after June.

The proposed budget increase would add about 4% to the project's cost. The $90 million should cover Metro's expenses through December, said chief program management officer Rick Clarke. He said the contractor, Walsh/Shea, will pay for some of the work that needs to be redone.

The contractor, a joint venture of Walsh Construction and J.F. Shea Construction, did not return a request for comment.

"We are going to demand a quality project, period," Washington said. "We are insisting that all of this work gets done and that it actually works. If we have to delay the project, then that's what we'll do."

Washington said it is "becoming more and more difficult" to know when major projects with multiyear schedules will be finished. Metro is currently juggling half a dozen major transit

construction projects, including the downtown Regional Connector subway and three phases of the Purple Line subway to the Westside.

The Crenshaw Line delay is a frustration for drivers and bus riders who have waited decades for a more reliable transit option between the Westside and the South Bay. The line will run through Inglewood and the Los Angeles neighborhoods of Baldwin Hills, Hyde Park, Leimert Park and Westchester.

The Crenshaw Line is "undeniably complex," with street-level, underground and elevated sections of track, said Los Angeles County Supervisor Mark Ridley-Thomas, who represents most of the project area. But the contractor's "performance and timeliness has left much to be desired," he said in a statement.

The Metro board, Ridley-Thomas said, must "do a deep dive to understand what has gone wrong."

Los Angeles City Councilman Herb Wesson, who is running to succeed Ridley-Thomas on the Board of Supervisors, said residents in L.A.'s "historically disadvantaged communities" will be forced to wait even longer for a high-quality transit option.

Metro currently manages most of the construction projects it funds. Wesson said that "it's time to consider reopening the discussion" of using independent authorities to oversee major rail projects, similar to groups formed to oversee the construction of the Gold Line and the Expo Line to the Westside.

Metro Chairman and Inglewood Mayor James T. Butts Jr. did not return a request for comment. Nor did Los Angeles Mayor Eric Garcetti, the first vice chair of the Metro board.

Concrete slabs that are used to stabilize and anchor the Crenshaw Line's tracks on bridges and in tunnels were installed incorrectly, Clarke said. The slabs, called plinths, are supposed to be tightly anchored, using steel reinforcements called rebar, to a platform beneath the tracks.

In "a few hundred locations" along the line, the rebar was installed incorrectly, Clarke said. Because the tracks have already been installed on top of the plinths, crews may have to lift up each section of track, fix or replace the rebar, and reinstall the rails, he said.

"I know it sounds bad — it sounds bad to us," Clarke said. "It's something that we're concerned about and watching very closely."

The contractor is also drawing up plans to fix ground settlement in walls that support a rail bridge over La Brea Avenue, said Anthony Crump, Metro's deputy executive officer for community relations. He said he did not know the extent of the settlement, only that "it exceeded Metro's acceptable limits."

The contractor has said it is safe for Metro to run test trains on the tracks supported by the settling walls, Clarke said, but they will need to be repaired before passengers can ride.

Metro and the contractor are investigating the cause, which could be "unsuitable soil" or flaws in the installation, Clarke said.

Aside from the construction issues, Clarke said, Metro still has a "complicated challenge ahead" in finishing and testing the electrical equipment, communications software and other systems that run the trains. Getting that right, he said, involves connecting more than 8,000 components to the agency's rail control center.

In 2017, Metro paid Walsh/Shea $55.5 million to resolve schedule problems and avoid litigation over issues during early construction. The settlement included an agreement that the line would open to riders by October 2019.

The following year, Metro reached another settlement with Walsh/Shea to finish construction by Dec. 11, 2019, which pushed the line's opening date to mid-2020.

This time, Clarke said, there probably won't be a settlement. "We're pretty far down the line," he said. "I'm not sure a settlement at this point would give us confidence that it would get done sooner."

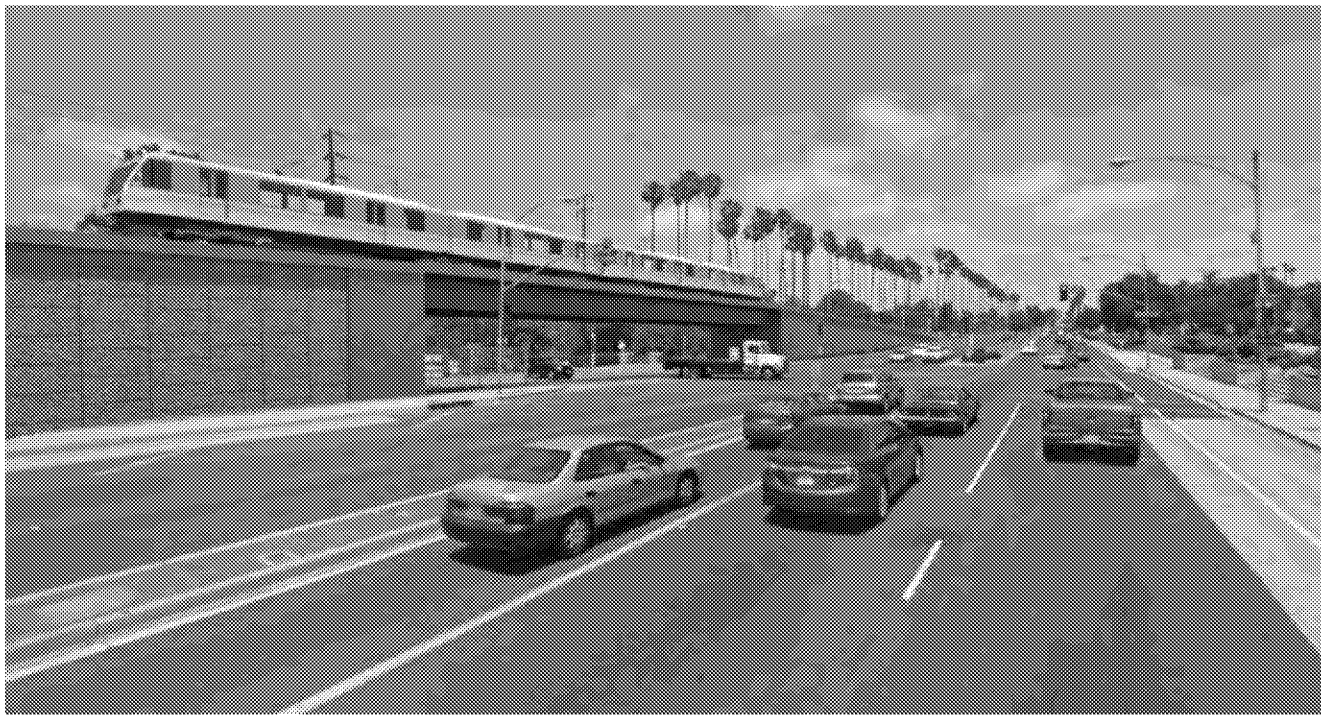
One of the most highly awaited portions of the Crenshaw Line will open several years after the rest of the route.

A $200-million station at 96th Street will serve as a connection point to a smaller, automated train that will carry travelers and workers to the terminals at Los Angeles International Airport. The stop will also serve as a mini-transit hub, where travelers can board a local bus line, hail a taxi or catch a ride home.

The airport train, called a people mover, is scheduled to open in 2023. The project will cost an estimated $4.9 billion to build, operate and maintain over 25 years, and will be funded through airport revenues and tax-exempt bonds, for which the city's airport department will pay the financing costs.

Metro Pursuing Disruptive Centinela Grade Separation on Nearly Complete Crenshaw Line

By Joe Linton May 20, 2020 8 COMMENTS



Rendering of possible Crenshaw Line grade separation at Centinela Avenue - via Metro

Metro's Crenshaw/LAX light rail line can't catch a break.

The Crenshaw/LAX rail is a $2 billion, 8.5-mile light rail line extending from the Expo Line's Exposition/Crenshaw station to the Green Line's Aviation Station. The line primarily follows Crenshaw Boulevard up through the heart of Los Angeles' Black communities. Portions of the line are elevated and underground, though much of it will run at-grade.

Map of Metro's nearly completed Crenshaw/LAX line

When Crenshaw/LAX line construction got underway in early 2014, the line was anticipated to open in fall 2019. In late 2018, the expected opening date was pushed back to June 2020. Last month, a Metro letter and committee discussions pointed to an opening date around mid-2021.

The L.A. Times reported on numerous Crenshaw construction issues leading to the delays. For his part, Metro CEO Phil Washington has been alluding to a likely "liquidated damages" lawsuit.

Tomorrow, the Metro board Construction Committee will consider approving $120 million in Crenshaw cost overruns. That would include $90 million for the current contractor and $30 million for later close-out costs. That item was scheduled to be approved last month, but proved too contentious.

In December, the Metro board approved an initial Crenshaw rail operations plan that favors wealthier, whiter South Bay commuters over South L.A. residents who live along the line and who actually ride transit.

Today, the board's Planning and Programming Committee approved an item to move forward with adding a new grade separation at Centinela Avenue in Inglewood. The Centinela grade separation is championed by James Butts, the Mayor of Inglewood and current Metro Board Chair.

Sure, the grade separation will slighty improve the light rail line's speed and reliability. But the impetus behind the the grade separation is getting more drivers from L.A.'s Westside to Inglewood's under-construction football stadium.

The new grade separation is not a mega-project. It would be statutorily exempt from lengthy environmental review under the California Environmental Quality Act (CEQA). Metro's rough estimated cost is $185-241 million – up from an early estimate of $100-150 million. The project currently has no funding. Metro CEO Phil Washington stated that the agency is working with Inglewood and the South Bay Council of Governments to determine how to pay for the project. Washington anticipated returning to the board with funding plans this Summer.

Construction is anticipated to begin about a year from now – roughly the same time as the Crenshaw Line is expected to open.

If this grade separation project moves forward, which appears likely, it will adversely impact transit riders.

There are a few alternatives currently under consideration. These are outlined in Metro's screening analysis study.

For an estimated $200 million, transit riders would have to endure a roughly two-year long partial closure, taking a bus bridge between Crenshaw's Fairview Heights and Downtown

Inglewood stations.

For an estimated $241 million, the project could include shoo-fly tracks that would minimize disruption to transit riders. The tracks would occupy several lanes of Florence Avenue and construction would take longer. Some bus bridging would still be needed when the rail line switches to and from the shoo-fly.

Potentially further complicating Crenshaw operations will be two upcoming automated people mover projects.

The city of Inglewood is planning to build a 1.6-mile three-station automated people mover connecting the Crenshaw Line's Downtown Inglewood Station to the new stadium. That project recently received a state transit infrastructure grant.

The Crenshaw Line will also connect to the LAX's under-construction people mover. That connection is expected in 2023.

Filed Under: Crenshaw Corridor, Metro

MOST RECENT

Today's Headlines

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 23

CITY OF INGLEWOOD
OFFICE OF THE CITY MANAGER

Inglewood All-America City 2009

DATE: June 16, 2020

TO: Mayor and Council Members

FROM: Public Works Department

SUBJECT: Ordinance No. 20-09 - Citywide Permit Parking Districts Program

RECOMMENDATION:
It is recommended that the Mayor and Council Members adopt Ordinance No. 20-09 amending Chapter 3 of the Inglewood Municipal Code (IMC) to implement a Citywide Permit Parking Districts Program.

BACKGROUND:
On May 5, 2020, a public hearing was held to consider an ordinance amending Chapter 3 (Motor Vehicles and Traffic) of the Inglewood Municipal Code (IMC) to implement a Citywide Permit Parking Districts Program in preparation of the August 2020 scheduled opening of SoFi Stadium that is slated to serve approximately 70,000 patrons. The ordinance proposed the creation of Permit Parking Districts which would be enforced 24 hours a day, 7 days a week (24/7), and authorized the towing of vehicles parked without a valid parking permit.

During the meeting, Council Members raised concerns regarding the practicality of requiring all visitors to have parking permits for short visits, such as routinely dropping in to check on elderly residents; as well as service providers such as gardeners who may provide services to various permit parking districts within the City. The City Council asked staff to revise the ordinance to address their concerns.

Staff has revised the ordinance (Inglewood Municipal Code Section 3-80) to include language granting the Director of Public Works the authority to determine whether permit parking restrictions shall apply 24/7, or any portion thereof. This authorizes the Public Works Director to grant exceptions to the 24/7 permit parking requirement by placing signs or markings indicating the parking limitation, period of day of its application, and the fact that vehicles with valid permits shall be exempt therefrom.

Exceptions to the permit parking requirement may range from 1-2 hours depending on the district and type of zoning in and around the residential district to avoid burdening the residents. There are no other changes to the proposed ordinance.

Currently, there are seventeen (17) Permit Parking Districts (Districts) in the City of which sixteen (16) are residential and one is business see existing Permit Parking District Map (Attachment 2). These Districts have multiple variations of parking restrictions that span day or night for different hours to address individualized neighborhood issues. These Districts are designed to limit

excessive parking intrusion into the City's residential neighborhoods from non-resident employees and patrons of nearby commercial or industrial facilities.

To more effectively and efficiently protect residential communities from non-resident vehicular intrusion, City staff reevaluated the permit parking process by conducting a research study for a citywide permit parking program (Attachment 3).

DISCUSSION:
The new Citywide Permit Parking Program includes the following updates:

1. **Parking District Maps:** The new Citywide Permit Parking Program expands the existing permit parking boundaries to better cover the City's eleven (11) neighborhoods that align with the four City Council Districts (Attachment 4). All residential streets within the City limits will be designated as permit parking and are included in the Citywide Permit parking Program.

2. **24/7 Parking Restrictions and Tow Away:** The current permit parking program does not have full-time parking restrictions. The proposed ordinance will grant the Public Works Director the authority to implement permit parking restrictions, 24/7 or any portion thereof, for all streets, or portions thereof, located within any of the 11 Permit Parking Districts, and authorize the removal of vehicles parked in a Permit Parking District without a valid parking permit. Before enforcing the permit parking restrictions and tow away, the City must place signs or markings giving adequate notice in accordance with the California Vehicle Code. The Permit Parking Districts located nearest to the entertainment district, Permit Parking Districts 3C thru 11, will require the most residential parking protection. The Permit Parking Districts furthest away from SoFi Stadium and the LASED entertainment district, have a greater prevalence of single-family type residences/lower density, and may experience less non-residential parking intrusion. Nevertheless, the City is ready to activate full-time parking restrictions in Permit Parking District 1, 2, 3A and 3B if necessary. According to the updated program, Permit Parking District 1, 2, 3A and 3B will have pre-approved, full-time parking restrictions; however, these restrictions will not be activated and will remain inactive until it is determined that full-time restrictions are necessary.

3. **Citywide Approach:** All existing Permit Parking Districts in the current program will remain active and will be adopted into their respective proposed District. Depending on the needs of a particular Permit Parking District, or portion thereof, the permit parking restriction may apply 24/7, or allow for limited exceptions to the parking permit requirement. Streets that are located within Permit Parking District 1, 2, 3A and 3B that do not have existing parking restrictions in effect will remain unchanged until when/if needed can be activated. The Citywide uniform parking restrictions (24/7) will greatly reduce logistical challenges that arise from having variation of parking restrictions, will contribute to a more efficient program administration and more effective parking enforcement.

   Parking Restrictions Petition Process for street within Permit Parking District 1, 2, 3A and 3B: Upon receipt of a petition from the residents and/or business persons of a particular

neighborhood requesting the implementation of the parking restriction on their street and citing the reason for such request, the Director of Public Works or designee shall then review the request and determine the appropriate boundary of the requested parking restriction area. The petition must bear the signatures of adults from a minimum of seventy-five (75%) percent of different households and/or businesses as evidence of a neighborhood desire to implement the parking restrictions. The Director of Public Works, or designee, shall then mail or otherwise deliver one questionnaire to each readily known address within the proposed parking restricted area (properties fronting on any street or portions that will be subject to permit parking restrictions), requesting the approval or disapproval of the parking restriction. If a minimum of seventy-five percent (75%) of the questionnaires returned to the Public Works Director or designee, within a period of thirty calendar days, support the implementation of the parking restriction, then the Public Works Director or designee shall administratively implement the parking restrictions and install parking restrictions signs.

4. **More Effective Enforcement Tools:** Today's program requires residents to visit the Parking & Enterprise Services Department located at Inglewood City Hall and provide proof of residency, tenancy or property ownership (such as a rental agreement, light/gas bill or other identification indicating applicant's physical address) along with a current driver's license, and vehicle registration. To more effectively enforce the permit parking program, residents will be required to have their vehicle registered to the address of the residence within the City of Inglewood that they are applying for their permit. License plate reader technology (LPR) will be used as the enforcement tools for permit parking districts. LPR technology allows for the license plate on each vehicles to be read quickly, and it is a more efficient tool than using a parking enforcer to review each permit parking hang tag. Since each permit for parking will be license plate specific in conjunction with the LPS, it eliminates parking permit misuse, and maximizing the number of permits that can be reviewed within a short time period. A fast review is necessity during events, to remove vehicles violating the parking permit program and ensure only residents are parking in their neighborhoods. Furthermore, LPR allows for digital chalking and enforcement of the hourly parking limits enabling the City to strictly enforce them.

5. **Permit Issuance, Administration and Management:** Additionally, the maximum number of permits per residence is two (2) permits, and these two (2) parking permits will be issued at no cost per household. Additional parking permits may be issued under the discretion of the Director of Public Works or designee, who shall have the authority to issue the additional parking permits on a case by case basis, as deemed appropriate based on local circumstances. Minimum guidelines must be met to be considered for additional permits. Fees may be associated with the additional permit, as determined by the City Council's approval of the Parking Permit Fee Schedule (Attachment No. 5). Staff will present a final Parking Permit Fee Schedule for the City Council to adopt by resolution, on a later date, to coincide with the effective date of any Citywide Permit Parking Districts Ordinance adopted by the City Council.

6. **Visitor Parking Passes:** The Visitor Parking Permits will be made available on a daily, monthly, quarterly, or semi-annual basis according to the type of Visitor Parking Pass as indicated in this section see (Attachment 5). Each resident within a Permit Parking District,

can apply for: 1) Visitor Parking Permits, 2) Special Events Permit, 3) Funeral Permits, 4) In-Home Service Provider or Medical Care Provider Permits, 5) College Student Permit, and 6) Contractors and Construction Workers Permit.

This ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations; the permit parking program would not result in any physical changes to the environment, other than minor signage. The program is designed to reduce potential traffic and parking impacts to the residential neighborhoods by limiting the number of excessive non-resident vehicles parking in the area. At the City Council meeting of June 9, 2020, Ordinance 20-09 was introduced.

FINANCIAL/FUNDING ISSUES AND SOURCES:
A separate staff report to amend the Fiscal Year 2019-2020 Budget for the Citywide Permit Parking Program will be submitted once Bids for the services have been received. The funding request will include a budget to procure materials and install the new permit parking restriction signs, and separate staff reports will be submitted requesting additional funding for administration and enforcement of the program.

LEGAL REVIEW VERIFICATION:
Administrative staff has verified that the legal documents accompanying this report have been reviewed and approved by, the Office of the City Attorney.

BUDGET REVIEW VERIFICATION:
Administrative staff has verified that this report, in its entirety, has been submitted to, reviewed and approved by the Budget Division.

FINANCE REVIEW VERIFICATION:
Administrative staff has verified that this report in its entirety, has been submitted to, reviewed and approved by the Finance Department.

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 – Ordinance No. 20-09
Attachment No. 2 - Exhibit A – Existing Permit Parking Districts Map (17 Districts)
Attachment No. 3 - Exhibit B – Citywide Permit Parking Study
Attachment No. 4 - Exhibit C – Proposed Permit Parking Districts Map (11 Districts)
Attachment No. 5 - Exhibit D – Residential Permit Parking Fee Schedule

PREPARED BY:
Louis A. Atwell, P.E., Public Works Director/Assistant City Manager
Peter Puglese, P.E., T.E., City Traffic Engineer
Vanessa Munoz, P.E., T.E., PTOE, Traffic Engineer Consultant
Joi L. Aldridge, Management Assistant to Director

COUNCIL PRESENTER:
Louis A. Atwell, P.E., Public Works Director/Assistant City Manager

APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD/
ASSISTANT CITY MANAGER APPROVAL: _____
Louis Atwell, PW Director/Asst. City Manager

CITY MANAGER APPROVAL: _____
Artie Fields, City Manager

ORDINANCE NO. 20-09

AN ORDINANCE OF THE CITY OF INGLEWOOD, CALIFORNIA AMENDING CHAPTER 3, ARTICLE 2 OF THE INGLEWOOD MUNICIPAL CODE TO ESTABLISH A CITYWIDE PERMIT PARKING DISTRICTS PROGRAM, AUTHORIZE THE REMOVAL OF VEHICLES PARKED IN A PERMIT PARKING DISTRICT WITHOUT A PERMIT, AND ADOPT OTHER REGULATIONS REASONABLE AND NECESSARY TO ENSURE THE EFFECTIVENESS OF THE CITYWIDE PERMIT PARKING DISTRICTS PROGRAM.

WHEREAS, California Vehicle Code section 21 provides that the provisions of the Vehicle Code are applicable and uniform throughout the state and the city may not enact or enforce any ordinance on matters covered by the Vehicle Code unless expressly authorized therein; and

WHEREAS, Vehicle Code section 22507 authorizes the City to adopt a preferential parking program which prohibits or restricts the parking of vehicles on public streets and to issue permits to residents, merchants, and their guests exempting them from the parking prohibition or restriction; and

WHEREAS, the City may adopt regulations that are reasonable and necessary to ensure the effectiveness of a preferential parking program; and

WHEREAS, Vehicle Code section 22651(n) authorizes the City to remove a vehicle that is parked where the City has prohibited parking, authorized the removal of vehicles, and posted signs giving notice of the removal; and

WHEREAS, the City of Inglewood has a total area of approximately 9 square miles and 109,000 residents; and

WHEREAS, the City currently has 17 permit parking districts to address the parking needs of its residents, merchants and their guests; and

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WHEREAS, the City of Inglewood is developing into a preeminent sports and entertainment center because of the Forum, LA Stadium and Entertainment District at Hollywood Park (LASED), and Inglewood Basketball and Entertainment Center (IBEC); and

WHEREAS, the Forum, which reopened in 2014, has a capacity of over 17,000 people; and

WHEREAS, LASED is the home of SoFi Stadium and a concert venue, which have a capacity of over 70,000 people and 6,000 people, respectively; and

WHEREAS, the Inglewood Basketball and Entertainment Center includes a proposed 18,000 seat arena set to open in 2024; and

WHEREAS, the combined capacity of these sports and entertainment venues is over 110,000 people; and

WHEREAS, there is a shortage of parking for the City's residents, merchants and their guests during Forum events; and

WHEREAS, the City expects the parking issues to increase dramatically when SoFi Stadium opens in July 2020, because SoFi Stadium guests and employees may use onstreet parking spaces needed for City's residents, merchants, and their guests unless the City adopts a Citywide Permit Parking Districts Program; and

WHEREAS, the City desires to amend various sections of Chapter 3, Article 2 of the Municipal Code to establish a Citywide Permit Parking Districts Program, authorize the removal of vehicles parked in a Permit Parking District without a permit, and adopt other regulations reasonable and necessary to ensure the effectiveness of the Citywide Permit Parking Districts Program;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INGLEWOOD, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

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SECTION 1. Inglewood Municipal Code section 1-18.1 is amended to read as follows:

"**Section 1-18.1. Specific Violations Deemed Infractions.**

(a) The following sections of the Inglewood Municipal Code are specifically declared to be punishable as infractions: Sections 3-22, 3-22.1, 3-31, 3-41(1)—(5), 3-43, 3-45, 3-49, 3-50, 3-53, 3-54, 3-56(1), 3-59, 3-61, 3-64.1(1)—(5), 3-65(a), 3-65.1(a), 3-65.2(a) and (b), 3-65.3, 3-65.4(a), 3-66, 3-69, 3-74, 3-80, 3-96, 4-2, 4-4, 4-15, 5-18.1, 5-18.2, 5-21, 5-23.4, 5-28, 5-29, 2-29.1, 5-30, 5-31, 5-33, 5-34, 5-35, 5-36, 5-37, 5-38, 5-44, 5-49, 5-50, 5-57, 5-61, 5-63, 5-64, 5-65, 5-66, 5-67(a)—(v), 5-82, 5-83, 5-84, 5-85, 5-117, 6-2.4, 7-17, 7-18, 7-19, 7-26, 7-44, 8-2, 8-2.1, 8-46, 8-48, 8-56, 8-66.2, 8-67.5, 8-68(1), 8-68(2), 8-69, 8-69.1, 8-74, 8-74.29, 8-74.30, 8-74.32, 8-74.37, 8-74.38, 8-74.40, 8-74.41, 8-77.1, 8-77.2, 8-78, 8-78.1, 8-78.2, 8-78.4, 8-79, 8-79.1, 8-79.2, 8-79.3, 8-79.4, 8-80,10-3, 10-4, 10-6, 10-8, 10-9, 10-10, 10-11, 10-13, 10-14, 10-16, 10-17, 10-18, 10-45, 10-153, 11-49, 11-61(1), 11-61(2), 11-61(3), 11-70(1)—(18), 11-95, 11-104, 11-106, 12-3, 12-12F, 12-15(a)—(e), 12-40, 12-40.1, 12-64.3, 12-59, 12-72, 12-75, 12-77, 12-79, 12-80, 12-81, 12-93.

(b) Notwithstanding Section 1-18, and pursuant to California Vehicle Code Sections 40200 through 40273, any violation regulating the standing, stopping, or parking of a vehicle declared to be punishable as an infraction shall be subject to a civil penalty as set forth in the City's Schedule of Parking Penalties (IMC 3-81.2)."

SECTION 2. Inglewood Municipal Code section 3-76 is amended to read as follows:

"**Section 3-76. Establishment of a Permit Parking District.**

A Permit Parking District may be established in any of the following manners:

(a) Upon the receipt of a petition from the residents and/or business persons of a particular neighborhood requesting the establishment of a Permit Parking District and citing the reasons for such request, the Public Works Director or designee shall study the request and the site of the request to determine if a district is warranted and if there are

alternative means to resolve any neighborhood parking problems that instigated the petition. The Director or designee shall further determine the appropriate boundary of any prospective district. The petition must bear the signatures of adults from a minimum of ten different households and/or businesses as evidence of a neighborhood desire to establish a district.

The findings of the study and recommendations of the Director or designee shall be presented to the Parking and Traffic Commission at a public hearing. Both petitioners and owners of those properties fronting on the street(s) that may be included within the district shall be duly notified of the public hearing. After receiving the recommendation of the Public Works Director and the comments of the public, the Commission shall determine if the establishment of a Permit Parking District is warranted and what the boundaries of the district should be. If determined to be warranted by the Commission, the Public Works Director or designee shall mail or otherwise deliver one questionnaire to each readily known address within the proposed district (properties fronting on any street or portions of streets that will be subject to permit parking) requesting approval or disapproval of the establishment of the district. If a minimum of seventy-five percent of the questionnaires returned to the Public Works Director, within a minimum period of thirty calendar days, support the establishment of the district, an ordinance establishing the Permit Parking District shall be submitted to the City Council for consideration and adoption to amend the Municipal Code accordingly.

(b) City staff may recommend the establishment of a Permit Parking District to the City Council and introduce an ordinance for the City Council's consideration.

(c) The City Council may, at its discretion, direct City staff to study the establishment of a Permit Parking District and introduce an ordinance for the City Council's consideration."

SECTION 3. Inglewood Municipal Code section 3-76.1 is amended to read as follows:

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"**Section 3-76.1. Amending or Terminating a Permit Parking District.**

The procedures by which an existing Permit Parking District can be amended or terminated shall be pursuant to any of the procedures set forth in Section 3-76 of this Article."

SECTION 4. Inglewood Municipal Code section 3-77 is amended to read as follows:

"**Section 3-77. Posting Requirements.**

The City shall not enforce any Permit Parking District prohibition or restriction unless signs or markings giving adequate notice have been placed in accordance with Vehicle Code section 22507. It shall be the duty of the Public Works Director to cause such signs or markings to be placed."

SECTION 5. Inglewood Municipal Code section 3-78 is amended to read as follows:

"**Section 3-78. Permit Issuance and Use Procedure.**

(a) Applications for Parking Permits. Applicants for a parking permit shall be required to present such proof as is required by the City, including, but not limited to, proof of residence, employment, or ownership of a business in the Permit Parking District for which a parking permit is sought; ownership of the vehicle, license plate number, and proof of current registration. An application for a renewal of a parking permit shall conform to the requirements of this Section.

(b) Types of Permits and Fees. City staff shall prepare a chart specifying the various types of parking permits the City may issue, including, but not limited to, residential, business, or guest permits; daily, monthly, or annual permits; the maximum number of permits that may be issued to each residence or business, by type of parking permit; the fees for each type of parking permit; and any other rules governing the use of the parking permits. The chart shall be presented to the City Council for adoption by resolution and the parking permit fees shall be made part of the Master Fee Schedule.

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A residence or business applicant shall have a street address located in the Parking Permit District for which a permit is sought. An applicant whose residence or business is located on a street that is the border of two or more Permit Parking Districts may be issued a permit to park a vehicle on either side of the bordering street.

(c) Full Payment of Fees. All parking permit applications shall include full payment of the parking permit fee. Furthermore, no parking permit shall be issued to any applicant until the applicant has paid all outstanding parking citations, including any civil penalties and related fees.

(d) Issuance and Use of Permit. A parking permit may be issued and enforced using either a virtual or physical permit. A virtual permit shall be issued to the license plate number of the applicant's registered vehicle and enforced through an Automated License Plate Reader System (ALPRS). Each virtual permit holder shall be responsible for ensuring that their license plate is capable of being read by the ALPRS.

The City may issue a physical permit, such as a sticker or hanging tag, to the applicant. The holder of a physical permit shall be responsible for making sure that the physical permit is displayed in accordance with the City's rules so as to be clearly visible from outside of the vehicle.

A parking permit is valid only for parking in the specified Permit Parking District and it does not guarantee the availability of a parking space. The parking permit holder shall be subject to each and every condition and restriction set forth in this Chapter and as provided for the Permit Parking District for which it was issued. The issuance of a parking permit does not exempt the holder from compliance with any other parking regulation, including, but not limited to, vehicle type, height or weight restrictions; zones that prohibit the stopping, parking or standing of vehicles; and street sweeping parking restrictions.

(e) Revocation of Parking Permit. A parking permit holder shall not sell, rent or otherwise transfer a parking permit to another person, unless authorized by the City, or present false or fraudulent information to obtain a parking permit. A parking permit

may not be altered or reproduced. A violation of any City rule regulating the application for or use of parking permits may result in the revocation of the parking permit, the revocation of any other permits issued to the permittee, and the disqualification of the permittee from being issued any future parking permit.

(f) Replacement of Permit. A permittee seeking replacement of a lost or stolen permit shall pay a replacement permit fee as established by City Council resolution and set forth in the Master Fee Schedule."

SECTION 6. Inglewood Municipal Code section 3-79 is amended to read as follows:

"**Section 3-79. Exemptions from Permit Parking District Prohibitions.**

Only the following vehicles shall be exempt from enforcement of the Permit Parking District prohibitions in section 3-80:

(a) Any vehicle displaying a valid parking permit.

(b) Any licensed physician's vehicle parked while making a professional call.

(c) Any vehicle parked in an individual curbside parking space governed by a parking meter.

(d) Any vehicle parked in an individual curbside parking space that is specifically exempt by a posted sign or marking, so long as said vehicle is in compliance with all other parking conditions or limitations specified on the sign or marking.

(e) Any vehicle exempt under any other applicable law, including, but not limited to, Municipal Code sections 3-65(c), 3-65.1(b), 3-65.2(c), and 3-80(b)."

SECTION 7. Inglewood Municipal Code section 3-80 is amended to read as follows:

"**Section 3-80. Permit Parking District Restrictions. Tow Away Authorized.**

Upon designation of a Permit Parking District, the Public Works Director shall determine whether permit parking restrictions apply 24 hours a day, 7 days a week (24/7), or any portion thereof, based upon the needs of the Permit Parking District, and cause appropriate signs or markings to be placed indicating prominently thereon, the

parking limitation, period of the day for its application, and the fact that vehicles with valid permits shall be exempt therefrom. Unless an exemption in Section 3-79 applies, it is unlawful for a person to park a vehicle on a City street located on or in Permit Parking District, at any time, without displaying a valid parking permit.

As authorized by Vehicle Code section 22651(n), the City may cause to be removed any vehicle parked in violation of this section, and the registered owner thereof shall be responsible for paying the impoundment and storage fees established by the City. It shall be the duty of the Public Works Director to identify areas where signs giving notice of removal for a violation of this section shall be placed and cause such signs to be placed. No vehicle shall be removed for a violation of this section unless signs giving notice of removal have been placed in accordance with Vehicle Code section 22651(n) and Municipal Code section 3-58."

SECTION 8. Inglewood Municipal Code section 3-81 is amended to read as follows:

"**Section 3-81. Parking District Boundaries Defined.**

The boundaries of each Permit Parking District are defined by the Permit Parking Districts map presented to the City Council for adoption as part of Ordinance No. 20-09. All City streets located on or within the boundaries of a Permit Parking District shall be subject to the permit parking prohibitions or restrictions of that District only when appropriate signs or markings giving adequate notice have been placed.

The Public Works Department shall be responsible for maintaining the official Permit Parking Districts map and any subsequent changes to the map shall require City Council approval by ordinance."

SECTION 9. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or paragraphs of this

ordinance, or its application to any person or circumstance. The City of Inglewood hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause and paragraph hereof, irrespective of the fact that any one or more of the foregoing sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION 10. The City Clerk shall certify to the approval, passage and adoption of this Ordinance by the City Council and shall cause the same to be published in accordance with the City Charter; and thirty days from the final passage and adoption, this Ordinance shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2020.

_____
James T. Butts, Jr., Mayor

ATTEST:

_____
Yvonne Horton, City Clerk

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The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 24

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.

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.

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 25

CITY OF INGLEWOOD

One W. Manchester Boulevard, Suite 860, Inglewood, CA 90301-1750

Office of the City Attorney

Kenneth R. Campos
City Attorney

April 30, 2020

Robert Silverstein
The Silverstein Law Firm, A Professional Corporation
215 North Marengo Avenue, 3rd Floor
Pasadena, California 91101-1504
Email: Robert@RobertSilversteinLaw.com

RE: Response to Letter of April 23, 2020

Dear Mr. Silverstein:

The City of Inglewood ("City") is in receipt of your letter addressed to Ms. Yvonne Horton and Ms. Mindy Wilcox dated April 23, 2020 that was captioned "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*."

Your letter is referred to herein as the "April 23 Request."

The City proudly believes in transparency and compliance with all applicable laws, including the Ralph M. Brown Act ("Brown Act"), codified at Section 54950 *et seq.* of the California Government Code, and the California Public Records Act ("CPRA"), codified at California Government Code Section 6250 *et seq.*[1] Accordingly, this letter promptly responds to your April 23 Request by providing disclosable documents responsive to that request.

In addition, the April 23 Request was based on several erroneous factual assumptions.[2] With this letter we are clarifying the facts, including most significantly that the Tri-Party Agreement that was approved by the Council in open session on March 24, 2019 is not a settlement agreement. The Tri-Party Agreement and the settlement discussions were each properly noticed in full compliance with the Brown Act. Additionally, the Tri-Party Agreement was first made available to the Council at the March 24th meeting and would have been available to anyone who attended the meeting and asked for it. Because the requests made of the City Clerk asked for a "settlement agreement" not the "Tri-Party Agreement" that caused confusion. Pursuant to Section 54957.1(a)(3) no reportable event with respect to settlement has occurred. A more detailed response is provided below.

---

[1] All further section references are to the California Government Code unless otherwise indicated.

[2] In the interest of providing a prompt response, we have not been able to address all of the apparent misunderstandings of fact contained in your April 23 Request.

This letter also serves as the City's timely response to your CPRA Request as required by Section 6253(c).

A. CONDUCT OF THE MARCH 24, 2020 MEETING

Section III of your April 23 Request misstates the actions taken at the March 24, 2020 City Council meeting.

1. Closed Session

As indicated on the March 24, 2020 agenda, the members of the City Council convened into closed session to conference with the City's legal counsel regarding pending litigation, as authorized by paragraph (1) of subdivision (d) of Section 54956.9 to discuss the following cases: (1) *MSG Forum, LLC v. City of Inglewood, et al.* (Case No. YC072715); (2) *MSG Forum, LLC v. City of Inglewood as Successor Agency to the Former Inglewood Redevelopment Agency, et al.* (Case No. BS174710); (3) *Inglewood Residents Against Takings and Evictions v. City of Inglewood, et al.* (Case No. B296760); and (4) *Inglewood Residents Against Takings and Evictions v. City of Inglewood as Successor Agency to the Former Inglewood Redevelopment Agency, et al.* (Case No. BS174709).

No reportable action was taken following the closed session pursuant to Section 54957.1(a)(3) or otherwise.

2. Agenda Item A-2

After the public was given opportunity to comment in accordance with Section 54954.3 (members of the public were in attendance, but none spoke), the City Council took up the items listed in the City Attorney / General Counsel Office's section of the Agenda in open session, and the City Council took action on two agreements under an entry entitled:

> Consideration of and possible action on one or more agreements with MSG Forum, LLC; Inglewood Residents Against Takings and Evictions; Murphy's Bowl 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.

The Agenda entry then indicated that the City Attorney's recommendation was to "Consider and Act on the following agreements," both of which were expressly named on the agenda, as follows.

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

Tri-Party Agreement by and among MSG Forum, LLC, MSG Sports & Entertainment, LLC, Murphy's Bowl LLC, and the City of Inglewood.

Contrary to statements made in your April 23 Request, the agenda entry, viewed in its entirety, specified exactly which agreements the City Council would consider and possibly act on, and identified all the entities that are parties to those agreements.

Also contrary to statements made in your April 23 Request, the Tri-Party Agreement is not a settlement agreement. In fact, and as indicated on the agenda entry, the agreement is simply intended to allow for further discussions that could ultimately lead to the resolution of claims arising from the proposed development of, and CEQA review for, the Inglewood Basketball and Entertainment Center Project ("IBEC"). To that end, the Tri-Party Agreement actually ensures that no action be taken by the City Council to approve the IBEC while a potential settlement of claims could potentially be underway. In addition, he Tri-Party Agreement expressly reserves to the City all discretion to consider the IBEC consistent with all applicable laws. Thus, the Tri-Party Agreement bears no resemblance to the agreement at issue in the *Trancas Property Owners Association v. City of Malibu* (2006) 138 Cal.App.4th 172 case referenced in your April 23 Request.

3. Public Availability of Tri-Party Agreement

The Tri-Party Agreement and the Release and Substitution of Guarantor were completed and distributed to Councilmembers on March 24, 2020. Because no exceptions under the CPRA apply, both became a public record under Section 54957.5(a) on March 24, 2020. As such, pursuant to Section 54957.5(b), the City was obligated to make the record available for public inspection at that time.

The City complied with this obligation: Contrary to the statements made in your April 23 Request (and some press accounts of the meeting), both documents were available at the City Council meeting to any member of the public who requested a copy of the agreements.

The e-mail your colleague ("Veronica T.") sent to the City Clerk (attached as Exhibit 6 to your April 23 Request) was ambiguous because it referenced a "settlement agreement" signed by Mayor Butts at the City Council meeting. The public documents signed by the mayor at that City Council meeting were the Tri-Party Agreement and the Release and Substitution of Guarantor.

Nevertheless, in accordance with the spirit of the CPRA and Section 6253.1 thereof, we are enclosing a copy of both the Tri-Party Agreement and the Release and Substitution of Guarantor with this letter, now that your April 23 Request clarified the true nature of Ms. T's e-mail request.

B. PUBLIC RECORDS ACT REQUEST

Section VII of your April 23 Request is expressly made under the CPRA and requests that "the City provide the audio and video recordings of the closed sessions, as well as any minutes, notes, or records made or exchanged by anyone present at the meeting re [*sic*] same."

Please accept this response as the City's response and determination to your Public Records Act Request as required by Sections 6253(c) (which, as stated in your April 23 Request, is due by May 3, 2020):

First, no audio or video recordings of the closed session exist (and none are required under the Brown Act or any other provision of law).

Second, as discussed above, the City Council convened in closed session to confer with its legal counsel regarding pending litigation in which the City is involved. Accordingly, the requested documents constitute privileged communications between an attorney and client under California

Evidence Code Section 954. Therefore, please be advised that pursuant to Section 6255 the documents requested (to the extent they exist) are exempt from disclosure under Section 6254(k).

C. CONCLUSION

We trust that the enclosed documents and factual corrections address your concerns. At the same time, we expressly reserve the City's right to further respond to your April 23 Request, including without limitation by responding in greater detail to the assertions regarding the City's compliance with the Brown Act made in your April 23 Request.

Sincerely,

Encl.

Tri-Party Agreement by and among MSG Forum, LLC, MSG Sports & Entertainment, LLC, Murphy's Bowl LLC, and the City of Inglewood

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

Execution Copy

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING RETURN TO:

Gibson, Dunn & Crutcher LLP
333 South Grand Avenue, Suite 4900
Los Angeles, CA 90071
Attention: Amy R. Forbes, Esq.
Ref.: 21384-00001

(Space Above for Recorder's Use)

RELEASE AND SUBSTITUTION OF GUARANTOR UNDER DEVELOPMENT AGREEMENT

This RELEASE AND SUBSTITUTION OF GUARANTOR UNDER DEVELOPMENT AGREEMENT (this "**Agreement**") is made as of May ____, 2020 (the "**Effective Date**"), by and among MSG FORUM, LLC, a Delaware limited liability company ("**Developer**"); MSGN HOLDINGS, L.P., formerly known as MSG Holdings, L.P., a Delaware limited partnership (such entity and its successors and assigns are referred to herein as the "**Original Guarantor**"); POLPAT LLC, a Delaware limited liability company ("**New Guarantor**"), and the CITY OF INGLEWOOD, a municipal corporation ("**City**"), with reference to the following facts:

A. City and Developer entered into that certain Development Agreement effective June 25, 2012 and recorded July 12, 2012 as Instrument No. 20121033769 of Official Records of Los Angeles County (the "**Development Agreement**"), pertaining to, among other things, the development and operation of certain real property owned by Developer and located in the City of Inglewood, California (the "**Property**"), and more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference.

B. Original Guarantor, an affiliate of Developer, previously executed that certain Joinder and Guaranty attached to the Development Agreement guaranteeing the obligations of Landowner (as defined in the Development Agreement) thereunder (the "**Guaranty**").

C. The ownership interests in the Developer are being transferred to a third party, and in connection therewith, each of the third party, Developer, Original Guarantor, and New Guarantor have requested that (1) Original Guarantor be released from the Guaranty and the Development Agreement, and (2) New Guarantor be substituted as the counterparty to the Guaranty.

D. City now desires to (1) unconditionally and irrevocably release the Original Guarantor from any and all liabilities under the Development Agreement and the Guaranty, and (2) substitute the New Guarantor as the counterparty to the Guaranty.

E. City also wishes to clarify certain commitments made with respect to public benefits to be provided pursuant to the Development Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Developer, Original Guarantor, New Guarantor, and City hereby agrees as follows:

1. City hereby consents and agrees that, as of the Effective Date, (a) Original Guarantor is hereby unconditionally and irrevocably released from any and all liabilities under the Development Agreement and the Guaranty, and (b) New Guarantor is hereby substituted as the counterparty to the Guaranty. In consideration for the release of Old Guarantor, Developer agrees that it shall provide community benefits not to exceed a total of $1 million, pursuant to a program mutually agreed upon between City and Developer within 90 days after the Effective Date, to be memorialized in a Minor Amendment to Section 14 of the Development Agreement (as such Minor Amendment is provided for in Section 20.4 thereof).

2. As of the Effective Date, there are no outstanding claims under the Guaranty.

3. This Agreement may be executed in counterparts which taken together shall constitute one and the same instrument.

4. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to or will confer upon any person other than the Parties and their respective successors and assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

5. Each of the parties hereto hereby covenants and agrees that it will, at any time and from time to time, execute any documents and take such additional actions as the other, or its respective successors or assigns, shall reasonably require in order to more completely or perfectly carry out the release intended to be accomplished by this Agreement.

6. This Agreement supersedes all prior written or oral agreements of the Parties relating to the matters covered hereby, constitutes a final written expression of all the terms of this Agreement, and is a complete and exclusive statement of those terms.

7. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of Developer, Original Guarantor, New Guarantor, and City have executed this Agreement as of the Effective Date.

"**DEVELOPER**"

MSG FORUM, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public

"ORIGINAL GUARANTOR"

MSGN HOLDINGS, L.P.,
a Delaware limited partnership

By: _____
Name:
Title:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF)
) ss.
COUNTY OF _____)

On this ___ day of _____, 20__, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public

"NEW GUARANTOR"

POLPAT LLC,
a Delaware limited liability company

By: _____
Name:
Title:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF)
) ss.
COUNTY OF _____)

On this ___ day of _____, 20__, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public

"CITY"

CITY OF INGLEWOOD,
a municipal corporation

By: _____

James T. Butts, Mayor

ATTEST:

By: _____
Yvonne Horton, City Clerk

APPROVED AS TO FORM:

By: _____
Kenneth Campos, City Attorney

APPROVED:

KANE, BALLMER & BERKMAN
Special Counsel

By: _____
Royce K. Jones

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this ___ day of _____, 20__, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public

EXHIBIT "A"

TO

RELEASE AND SUBSTITUTION OF GUARANTOR UNDER DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION

Real property in the County of Los Angeles, State of California, described as follows:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGLES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE EAST ALONG THE NORTHERLY LINE OF SECTION 34, WHICH IS ALSO THE CENTERLINE OF MANCHESTER BOULEVARD (100 FEET WIDE), A DISTANCE OF 1182.91 FEET; THENCE SOUTH 0° 00' 05" EAST, A DISTANCE OF 50.00 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID MANCHESTER BOULEVARD, WHICH IS THE TRUE POINT OF BEGINNING; THENCE SOUTH 0° 00' 05" EAST, A DISTANCE OF 1270.00 FEET; THENCE WEST, A DISTANCE OF 1149.91 FEET TO A POINT IN THE EASTERLY LINE OF PRAIRIE AVENUE (78 FEET WIDE); THENCE NORTH 0° 00' 05" WEST, ALONG THE EASTERLY LINE OF PRAIRIE AVENUE, A DISTANCE OF 1234.89 FEET TO A POINT IN THE SOUTHERLY LINE OF MANCHESTER BOULEVARD, AS ESTABLISHED BY DEED RECORDED IN BOOK 13109, PAGE 40, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 72° 30' 30" EAST, ALONG THE SOUTHERLY LINE OF MANCHESTER BOULEVARD, A DISTANCE OF 55.27 FEET TO A POINT OF TANGENCY IN A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 400.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 122.12 FEET; THENCE TANGENT TO SAID CURVE, EAST ALONG THE SOUTHERLY LINE OF MANCHESTER BOULEVARD, A DISTANCE OF 976.97 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND AS DESCRIBED IN DEEDS TO THE CITY OF INGLEWOOD, RECORDED IN BOOK D-682, PAGE 530, IN BOOK D-1473, PAGE 328, AND IN BOOK D-4209, PAGE 199, ALL OF SAID OFFICIAL RECORDS AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE SOUTH 0° 00' 05" EAST, ALONG THE WESTERLY LINE OF SECTION 34, A DISTANCE OF 530.40 FEET; THENCE NORTH 89° 59' 55" EAST, A DISTANCE OF 33.00 FEET TO A POINT IN THE EASTERLY LINE OF PRAIRIE AVENUE, SAID. POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 0° 00' 05" WEST, ALONG THE EASTERLY LINE OF PRAIRIE AVENUE, A DISTANCE OF 445.30 FEET TO A POINT IN

THE SOUTHERLY LINE OF MANCHESTER BOULEVARD, AS. ESTABLISHED BY SAID DEED RECORDED IN BOOK 13109, PAGE 40, OFFICIAL RECORDS; THENCE ALONG SAID SOUTHERLY LINE, NORTH 72° 30' 30" EAST, A DISTANCE OF 28.62 FEET, MORE OR LESS, TO A POINT IN A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 59.50 FEET, A RADIAL LINE FROM SAID POINT BEARS SOUTH 44° 29' 44" EAST, SAID POINT BEING THE EASTERLY CORNER OF THE LAND DESCRIBED IN SAID DEED RECORDED IN BOOK D-1473, PAGE 328, OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF THE LAND DESCRIBED IN THE LAST MENTIONED DEED AS FOLLOWS:

SOUTHWESTERLY ALONG SAID CURVE, 47.26 FEET, TANGENT TO SAID CURVE, SOUTH 0° 00' 05" EAST, A DISTANCE OF 261.48 FEET AND SOUTH 3° 37' 23" WEST, A DISTANCE OF 150.28 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF PRAIRIE AVENUE, 78.00 FEET WIDE, WITH THE SOUTHERLY LINE OF THE NORTHERLY 1320.00 FEET OF SAID SECTION 34; THENCE NORTH ALONG SAID EASTERLY LINE, 107.80 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 45° 00' 00" EAST 14.14 FEET; THENCE EAST 190.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 635.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 267.24 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 715.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 300.91 FEET TO A POINT OF TANGENCY WITH SAID SOUTHERLY LINE OF THE NORTHERLY 1320.00 FEET OF SECTION 34; THENCE EAST ALONG SAID SOUTHERLY LINE, 3218.78 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 635.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 120.34 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 715.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 262.55 FEET TO A POINT OF TANGENCY WITH THE SOUTHERLY LINE OF THE NORTHERLY 1240.00 FEET OF SAID SECTION 34; THENCE WEST ALONG SAID LAST MENTIONED SOUTHERLY LINE, 2433.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1960.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 476.96 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2040.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 496.32 FEET; THENCE TANGENT TO SAID CURVE, WEST 190.00 FEET; THENCE NORTH 45° 00' 00" WEST 14.14 FEET TO SAID EASTERLY LINE OF PRAIRIE AVENUE; THENCE SOUTH ALONG SAID EASTERLY LINE, 100.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE ALONG THE WESTERLY LINE OF SAID SECTION; SOUTH 00° 00' 05" EAST 1212.20 FEET; THENCE EAST 33.00 FEET TO THE TRUE POINT OF BEGINNING, SAID TRUE POINT OF BEGINNING BEING IN THE EASTERLY LINE OF PRAIRIE AVENUE (78 FEET WIDE); THENCE NORTH 45° 00' 00" 14.14 FEET; THENCE EAST 190.00 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 635.00 FEET; THENCE EASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 267.24 FEET TO A POINT OF REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 715.00 FEET; THENCE EASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 300.91 FEET TO ITS TANGENT INTERSECTION WITH THE SOUTHERLY LINE OF THE NORTHERLY 1320.00 FEET OF SAID SECTION 34; THENCE ALONG SAID SOUTHERLY LINE, WEST 751.52 FEET TO SAID EASTERLY LINE OF PRAIRIE AVENUE; THENCE ALONG SAID EASTERLY LINE, NORTH 00° 00' 05" WEST 107.80 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE SOUTH 0° 00' 05" EAST, ALONG THE WESTERLY LINE OF SECTION 34, A DISTANCE OF 530.40 FEET; THENCE NORTH 89° 59' 55" EAST, A DISTANCE OF 33.00 FEET TO A POINT IN THE EASTERLY LINE OF PRAIRIE AVENUE, 78 FEET WIDE; THENCE NORTH 0° 00' 05" WEST, ALONG THE EASTERLY LINE OF PRAIRIE AVENUE, A DISTANCE OF 445.30 FEET TO A POINT IN THE SOUTHERLY LINE OF MANCHESTER BOULEVARD, AS ESTABLISHED BY THE DEED RECORDED IN BOOK 13109, PAGE 40, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID SOUTHERLY LINE, NORTH 72° 30' 30" EAST, A DISTANCE OF 28.62 FEET, MORE OR LESS, TO A POINT IN A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 59.50 FEET, A RADIAL LINE FROM SAID POINT BEARS SOUTH 44° 29' 44" EAST, SAID POINT BEING THE EASTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF INGLEWOOD, RECORDED IN BOOK D-1473, PAGE 328, OFFICIAL RECORDS OF SAID COUNTY; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE EASTERLY LINE OF THE LAND DESCRIBED IN THE LAST MENTIONED DEED, AS FOLLOWS:

SOUTHWESTERLY ALONG SAID CURVE, 47.26 FEET, TANGENT TO SAID CURVE, SOUTH 0° 00' 05" EAST, A DISTANCE OF 261.48 FEET AND SOUTH 3° 37' 23" WEST 150.28 FEET TO THE HEREINBEFORE MENTIONED PRAIRIE AVENUE, 78 FEET WIDE, SAID POINT ALSO BEING ON THE EASTERLY LINE OF THE WESTERLY 33.00 FEET OF SAID SECTION; THENCE ALONG SAID EASTERLY LINE SOUTH 0° 00' 05" EAST 581.80 FEET TO THE NORTHERLY EXTREMITY OF THAT CERTAIN COURSE IN THE SOUTHERLY BOUNDARY OF THE LAND DESCRIBED IN DEED TO THE FORUM OF INGLEWOOD, INC., RECORDED JULY 26, 1966 AS INSTRUMENT NO. 1944, IN BOOK D-3377, PAGE 47, OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS HAVING A BEARING AND LENGTH OF "NORTH 45° 00' 00" WEST 14.14 FEET"; THENCE ALONG LAST MENTIONED LINE, SOUTH 45° 00` 00" EAST 14.14 FEET; THENCE EAST 30.00

FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 28.00 FEET, SAID CURVE ALSO BEING TANGENT AT ITS POINT OF ENDING WITH THE EASTERLY LINE OF THE WESTERLY 45.00 FEET OF SAID SECTION; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 59' 55", AN ARC DISTANCE OF 43.98 FEET TO SAID POINT OF TANGENCY; THENCE ALONG THE LAST MENTIONED EASTERLY LINE, NORTH 0° 00' 05" WEST 563.80 FEET; THENCE NORTH 1° 31' 38" EAST 150.03 FEET TO THE EASTERLY LINE OF THE WESTERLY 45.00 FEET OF SAID. SECTION; THENCE ALONG SAID EASTERLY LINE NORTH 0° 00' 05" WEST 253.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 63.50 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 73° 52' 43", AN ARC DISTANCE OF 81.88 FEET TO THE HEREINBEFORE MENTIONED SOUTHERLY LINE OF MANCHESTER BOULEVARD, AS ESTABLISHED BY SAID DEED RECORDED IN BOOK 13109, PAGE 40, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 400.00 FEET, A RADIAL AT SAID POINT BEARS NORTH 16° 07' 22" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1° 22' 08", AN ARC DISTANCE OF 9.56 FEET; THENCE TANGENT TO SAID CURVE SOUTH 72° 30' 30" WEST 26.65 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT FROM SAID LAND, AN UNDIVIDED 28/200THS OF 1 PERCENT OF ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES OR THE PROCEEDS THEREFROM IN AND UNDER OR THAT MAY BE PRODUCED OR SAVED FROM SAID LAND, AS RESERVED BY MANCHESTER AVENUE COMPANY, IN DEED RECORDED AUGUST 31, 1956 AS INSTRUMENT NO. 2084, IN BOOK 52179, PAGE 412, OFFICIAL RECORDS.

ALSO EXCEPT THE INTEREST OF INGLEWOOD GOLF COURSE, A PARTNERSHIP, IN ALL OIL AND GAS ROYALTIES AND PAYMENTS DERIVED FROM THE EXISTING OIL AND GAS LEASES ON SAID LAND OR ANY PART THEREOF, WHICH ARE PRESENTLY OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS RESERVED BY INGLEWOOD GOLF COURSE, A PARTNERSHIP, IN DEED RECORDED NOVEMBER 21, 1962 AS INSTRUMENT NO. 1996, IN BOOK D-1829, PAGE 887, OFFICIAL RECORDS.

ALSO EXCEPT ALL MINERAL, OIL AND GAS AND OTHER HYDROCARBON SUBSTANCES LYING IN OR UNDER SAID LAND BELOW A DEPTH OF 500 FEET AND WITHOUT RIGHT OF SURFACE ENTRY, AS RESERVED BY MASON LETTEAU, P.T. HINCON AND JOHN R. MACFADEN, BEING THE SUCCESSOR IN OFFICE OF CHRIS G. DEMETRIOUS AND THEIR SUCCESSORS IN OFFICE AS BOARD OF TRUSTEES OF THE ENDOWMENT CARE FUND OF INGLEWOOD PARK CEMETERY ASSOCIATION, IN DEED RECORDED MARCH 18, 1964 AS INSTRUMENT NO. 1220, IN BOOK D-2398, PAGE 795, OFFICIAL RECORDS.

APN: 4025-001-002

TRI-PARTY AGREEMENT

This Tri-Party Agreement ("Agreement"), is entered into by and among MSG Forum, LLC, a Delaware limited liability company ("MSG Forum"), MSG Sports & Entertainment, LLC, a Delaware limited liability company ("MSGSE"), Murphy's Bowl LLC, a Delaware limited liability company ("Murphy's Bowl"), and the City of Inglewood, a municipal corporation ("City"), effective as of March 24, 2020 ("Effective Date"). MSG Forum and MSGSE are collectively referred to in this Agreement as "MSG". MSG, Murphy's Bowl and City are each referred to in this Agreement individually as a "Party" and collectively as the "Parties".

RECITALS

A. MSG Forum operates a venue in the City of Inglewood commonly known as The Forum. MSGSE owns 100% of the membership interests of MSG Forum.

B. Murphy's Bowl has proposed the development of the Inglewood Basketball and Entertainment Center project in the City of Inglewood (the "IBEC Project"). Attached at Exhibit "A" is a detailed description of the IBEC Project.

C. Pursuant to the California Environmental Quality Act, the City is the "Lead Agency" for the IBEC Project. On February 20, 2018, the City issued a Notice of Preparation of a Draft Environmental Impact Report and Public Scoping Meeting for the IBEC Project. As used herein, "CEQA" shall mean the California Environmental Quality Act (*Public Resources Code Section 21000-21189.57*) and the Guidelines for California Environmental Quality Act (*Title 14, California Code of Regulations, Sections 15000-15387*).

D. On December 27, 2019, the City issued a Notice of Availability ("NOA") of a Draft Environmental Impact Report ("EIR"), State Clearing House Number 2018021056, for the IBEC Project, notifying that the Draft EIR for the IBEC Project was available for public review and comment pursuant to CEQA ("Public Comment Period") through February 10, 2020. On February 5, 2020, the City issued a revised NOA notifying that the Public Comment Period was extended through March 10, 2020. On March 4, 2020, the City issued a further revised NOA notifying that the Public Comment Period was extended through March 17, 2020. On March 13, 2020 the City issued a further revised NOA notifying that the Public Comment Period was extended through March 24, 2020.

E. Under CEQA, including but not limited to Guidelines Section 15088, the City may respond to comments submitted after the close of the Public Comment Period.

F. The Parties are involved in various disputes related to the IBEC Project and the Parties are working toward a settlement of the disputes.

G. To facilitate discussions that could resolve issues among the Parties, including regarding potential impacts of the IBEC Project, and allow additional time for the negotiation

and potential final resolution of the Parties' disputes, including potential claims regarding CEQA compliance, the Parties now desire to enter into this Agreement to provide for the (i) submittal and consideration of EIR comments submitted by MSG and Inglewood Residents Against Takings ("IRATE") after the close of the Public Comment Period on March 24, 2020 and (ii) the deferral of the issuance of the Final EIR and noticing of public hearings with respect to any governmental approvals for the IBEC Project during the pendency of the settlement discussions as set forth herein.

AGREEMENT

In consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Whenever used in this Agreement, the following words or phrases shall have the following meanings:

    a. "Standstill Period" shall mean the period from the Effective Date until the Close of Standstill Period.

    b. "Close of Standstill Period" shall mean ten (10) days after a Standstill Period Event.

    c. "Standstill Period Event" shall mean the earliest to occur of (i) receipt by the City and MSG of written notice duly executed by Murphy's Bowl terminating the Standstill Period and (ii) July 28, 2020, which date shall be extended to the date specified in any written notice of such extension signed by MSG and Murphy's Bowl and sent to the City pursuant to Paragraph 11 below.

2. Murphy's Bowl agrees that during the Standstill Period it shall not and shall direct its consultants, counsel, advisors, agents and representatives not to, directly or indirectly, request, encourage, or facilitate the City to take, or support or assist the City with taking, any actions or decisions contrary to the provisions of this Agreement. The foregoing notwithstanding, nothing in this Paragraph 2 shall prevent Murphy's Bowl from facilitating the preparation and/or posting of documents, technical materials and/or reports for the IBEC Project so long as any such documents, materials or reports are not finalized or approved by the City during the Standstill Period.

3. The City agrees that during the Standstill Period it shall not take any of the following actions or decisions regarding the IBEC Project: public release of the Final EIR; consideration of the Final EIR by any City decision-making body; consideration or adoption of a CEQA exemption for the IBEC Project; certification of the Final EIR; adoption or approval of any findings, including any "statement of overriding considerations" by any City decision-making body regarding the IBEC Project; adoption or approval of any discretionary actions required for development of the IBEC Project; filing of any "notice of determination" or "notice of exemption" under CEQA for the IBEC Project; or seeking or supporting any potential CEQA exemption for the IBEC Project. Notwithstanding the foregoing, nothing in this Paragraph 3 shall prevent the City

from performing any staff level activities prior to the public release of the Final EIR in order to continue the preparation of materials and draft documents related to consideration of the IBEC Project, and/or comply with CEQA Section 21168.6.8.

4. Prior to a Standstill Period Event, MSG and IRATE shall not submit to the City any comments on the Draft EIR ("Comments") and the City shall not be obligated to respond to any Comments received from MSG or IRATE during that period.

5. The Parties agree that following a Standstill Period Event and through the Close of Standstill Period, MSG and IRATE may submit Comments ("Timely Comments") to the City to the addressee provided for in the NOA.

6. As permitted by CEQA, including but not limited to Guidelines Section 15088, the City agrees that it shall accept and evaluate Timely Comments submitted in accordance with Paragraph 5, acknowledge in the Final EIR that it is obligated to respond to such Timely Comments, and prepare written responses to such Timely Comments, consistent with the requirements of CEQA, in the same manner as if the Timely Comments had been submitted prior to the close of the Public Comment Period, without regard to the fact that the Timely Comments were submitted and accepted after the close of the Public Comment Period, including without limitation: inclusion of the Timely Comments and the responses thereto in the Final EIR and inclusion of the Timely Comments in the record of proceedings prepared by the City pursuant to CEQA Section 21168.6.8.

7. City and Murphy's Bowl expressly agree that neither the City nor Murphy's Bowl shall, directly or indirectly, raise or object to, or support or join in any third party's objection to, and shall defend against any objection to, the timeliness of the Timely Comments submitted to the City by MSG and IRATE within the period between a Standstill Period Event and the Close of Standstill Period in any action or proceeding, including any action or proceeding brought to attack, review, set aside, void or annul the certification of the EIR. City and Murphy's Bowl expressly agree that neither the City nor Murphy's Bowl shall, directly or indirectly, claim or assert, or support or join in any third party's claim or assertion, and shall defend against any claim or assertion, that this Agreement is invalid or otherwise unenforceable in any action or proceeding, including any action or proceeding brought to attack, review, set aside, void or annul the certification of the EIR.

8. In the event that Murphy's Bowl or the City takes any action inconsistent with this Agreement, then immediately upon written notice from MSG the City shall cease processing (or rescind, as applicable) any approvals, adoptions, certifications or other actions for the IBEC Project taken or granted in violation of this Agreement, and bring its actions into compliance with this Agreement. Murphy's Bowl agrees that if the City (a) does not accept Timely Comments, (b) releases the Final EIR without including Timely Comments submitted by MSG or IRATE or responses to such Timely Comments, (c) certifies the Final EIR prior to the Close of Standstill Period, or (d) adopts or approves any discretionary actions required for development of the IBEC Project without certification of the Final EIR, then Murphy's Bowl shall withdraw its application for the IBEC Project within two (2) business days of MSG's notice. In the event that thereafter Murphy's Bowl files a new application for the IBEC Project, the City agrees that it shall

issue a new NOP based on the new application for the refiled IBEC Project and, after following all applicable CEQA procedures, issue a new NOA of a Draft EIR for the refiled IBEC Project for public review and comment. Notwithstanding the foregoing, if the City has accepted and responded to the Timely Comments in accordance with Paragraphs 5 and 6, to the extent that MSG and IRATE assert that responses provided by the City to the Timely Comments do not comply with the requirements of CEQA, those assertions shall be resolved in accordance with CEQA Section 21167, et seq., subject to the provisions of Paragraph 7.

9. The Parties understand and agree that following a Standstill Period Event nothing herein precludes or limits MSG or IRATE from submitting comments and/or providing testimony at or before any public meetings, hearings or proceedings that the City or any other governmental agency may hold regarding the IBEC Project. Nothing herein shall require the City to consider Comments submitted after the Close of Standstill Period or otherwise contrary to the provisions of this Agreement.

10. This Agreement shall terminate on the earlier of (i) the effective date of a written settlement agreement among the Parties in regard to all CEQA claims relative to the IBEC Project or (ii) thirty (30) days after the date that any and all litigation challenging the IBEC Project has been finally and unappealably resolved or, if no such litigation is commenced, thirty (30) days after the applicable statute of limitations period for such challenge.

11. All notices under this Agreement will be in writing and will be deemed duly given (a) on the date of delivery if delivered personally or by facsimile or email, receipt acknowledged, (b) on the first (1st) business day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier or (c) on the earlier of confirmed receipt or the fifth Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices under this Agreement will be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the Party to receive such notice:

    1. if to City, to:

    City of Inglewood
    One Manchester Boulevard
    Inglewood, California 90301
    Attention: City Manager

    City of Inglewood
    One Manchester Boulevard
    Inglewood, California
    Attention: City Clerk

    with a copy (which shall not constitute notice) to:

City Attorney
City of Inglewood
One Manchester Boulevard
Attention: Kenneth R. Campos, Esq.
Email: kcampos@cityofinglewood.org
Facsimile: (310) 412-5111

and

Kane, Ballmer & Berkman
515 S. Figueroa Street
Suite 780
Los Angeles, California 90071
Attention: Royce K. Jones, Esq
Email: rkj@kbblaw.com
Facsimile: (213) 625-0931

2. if to MSG, to:

MSG Sports & Entertainment, LLC
2 Penn Plaza
New York, New York 10121
Attention: General Counsel

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP
355 S. Grand Avenue
Los Angeles, California 90071
Attention: George Mihlsten, Esq.
Email: george.mihlsten@lw.com
Facsimile: (213) 891-8763

and

O'Melveny & Myers LLP
400 South Hope Street, 18th Floor
Los Angeles, California 90071
Attention: Greg Thorpe, Esq.
Email: gthorpe@omm.com
Facsimile: (213) 430-6407

3. if to Murphy's Bowl:

10400 NE 4th St.
Suite 3000
Bellevue, WA 98004

Attention: Brandt Vaughan
Email: brandt@ballergroup.com
Facsimile: (425) 642-0021

with a copy (which shall not constitute notice) to:

Helsell Fetterman
1001 Fourth Avenue, Suite 4200
Seattle, WA 98154
Attention: Andrew Kinstler
Email: akinstler@helsell.com
Facsimile: (206) 340-0902

12. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, including without limitation the obligation of Murphy's Bowl to withdraw its application for the IBEC Project in accordance with Paragraph 8, the Parties agree that the Party to this Agreement who is or is to be thereby aggrieved shall have the right to specific performance and injunctive relief, including without limitation a temporary restraining order, or other equitable relief, of its rights under this Agreement in addition to any and all other rights and remedies at law or in equity, other than monetary damages, (including without limitation the right to require withdrawal of the IBEC application as required by Paragraph 8), and all such rights and remedies shall be cumulative. The Parties agree that the remedies at law for any breach or threatened breach of this Agreement, including monetary damages, are inadequate compensation for any loss (and therefore no monetary damages, whether direct or consequential, are allowed), and that any defense in any action for specific performance that a remedy at law would be adequate is hereby waived, and that any requirements for the securing or posting of any bond with such remedy are hereby waived.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. Other than as expressly set forth herein, the City retains the absolute sole discretion to make decisions under CEQA with respect to the IBEC Project, which discretion includes: (i) deciding not to proceed with development of the IBEC Project, (ii) deciding to proceed with development of the IBEC Project, (iii) deciding to proceed with any alternative development of the IBEC Project, and (iv) deciding to modify the IBEC Project as may be necessary to comply with CEQA. There shall be no approval or commitment by the City regarding the IBEC Project unless and until the City undertakes environmental review as required in compliance with CEQA. MSG expressly agree that neither MSG nor IRATE shall, directly or indirectly, raise or object to, or support or join in any third party's objection to the existence of this Agreement as evidence of a pre-judgment of the merits of the IBEC Project, in any action or proceeding, including any action or proceeding brought to attack, review, set aside, void or annul the certification of the EIR. MSG expressly agree that neither MSG nor IRATE shall, directly or indirectly, claim or assert, or support or join in any third party's claim or assertion, that this Agreement is evidence of a post-hoc rationalization in any action or proceeding,

including any action or proceeding brought to attack, review, set aside, void or annul the certification of the EIR.

15. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. Photocopies and portable document format (PDF) copies of executed originals of this Agreement may be used as originals.

16. The City represents and warrants that it has taken all actions that may be required under law to approve and execute this Agreement and by executing this Agreement in the manner provided below the City is formally bound to the provisions of this Agreement. Each signatory to this Agreement represents and warrants that (a) he or she is authorized to sign and deliver this Agreement on behalf of the Party for which he or she is signing, and thereby to bind that Party fully to the terms of this Agreement, (b) entering into this Agreement does not violate any provision of any other agreement to which the Party is bound or, to the Party's knowledge, any provision of law, and (c) there is no litigation or legal proceeding which would prevent the Parties from entering into this Agreement.

17. No amendments or modifications to this Agreement shall be of any force, value or effect unless the amendment or modification is in writing and signed by the Parties to be bound thereto.

18. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought and refers expressly to this Paragraph. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of any right or remedy with respect to any other occurrence or event.

19. Any exhibits attached to this Agreement are incorporated herein by reference.

20. This Agreement shall not be construed more strictly against any Party merely by virtue of the fact that the same has been prepared by such Party or its counsel, it being recognized that each of the Parties have contributed substantially and materially to the preparation of this Agreement. "Including" means "including without limitation".

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

CITY OF INGLEWOOD	**MSG FORUM, LLC,** a Delaware limited liability company
By: _____	_____
James T. Butts, Jr. Mayor Date:	Name: Title: Date:

ATTEST:

MSG SPORTS & ENTERTAINMENT, LLC,
a Delaware limited liability company

_____
City Clerk

_____
Name:
Title:
Date:

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____

MURPHY'S BOWL, LLC
a Delaware limited liability company

_____
Name:
Title:
Date:

APPROVED:

KANE BALLMER & BERKMAN
Special City Counsel

By:_____
Royce K. Jones

EXHIBIT A

IBEC PROJECT DESCRIPTION

City of Inglewood
Legal Department
One Manchester Boulevard
Inglewood, CA 90301-1750

Robert Silverstein
The Silverstein Law Firm
215 North Marengo Avenue
3rd Floor
Pasadena, CA 91101-1504

CITY OF INGLEWOOD

One W. Manchester Boulevard, Suite 860, Inglewood, CA 90301-1750

Office of the City Attorney

Kenneth R. Campos
City Attorney

May 5, 2020

Robert Silverstein
The Silverstein Law Firm, A Professional Corporation
215 North Marengo Avenue, 3rd Floor
Pasadena, California 91101-1504
Email: Robert@RobertSilversteinLaw.com

RE: Response to Letter of April 23, 2020 - Supplemental Response

Dear Mr. Silverstein:

As part of the City's continuing effort to operate in a transparent manner, and to comply with both the express requirements and the spirit of the Ralph M. Brown Act ("Brown Act"), codified at Section 54950 *et seq.* of the California Government Code, and the California Public Records Act ("CPRA"), codified at California Government Code Section 6250 *et seq*,[1] this letter supplements my letter to you of April 30, 2020.

Specifically, the City is enclosing herewith a copy of that certain Settlement and Release Agreement dated as of May 1, 2020[2] (the "Settlement Agreement"), now that it has become public in accordance with Section 54957.1(a)(3)(B). This Section provides, in pertinent part, that:

> *The legislative body of any local agency shall publicly report any action taken in closed session and the vote or abstention on that action of every member present, as follows: . . . (3) Approval given to its legal counsel of a settlement of pending litigation, as defined in Section 54956.9, at any stage prior to or during a judicial or quasi-judicial proceeding shall be reported after the settlement is final, as follows: . . .*
>
> *(B) If final approval rests with some other party to the litigation or with the court, then as soon as the settlement becomes final, and upon inquiry by any person, the local agency shall disclose the fact of that approval, and identify the substance of the agreement.*

The Settlement Agreement was unanimously authorized in Closed Session CS-1, CSA-5, P-2, CS-2, CSA-6, and P-3 on March 24, 2020.[3] Although not specifically requested, we are also enclosing a copy

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[1] All further section references are to the California Government Code unless otherwise indicated.

[2] The Settlement Agreement is entered into by and among (i) MSG Forum, LLC, a Delaware limited liability company and MSG Sports & Entertainment, LLC, a Delaware limited liability company ("MSG"); (ii) Irving Azoff; (iii) Inglewood Residents Against Takings and Evictions ("IRATE"); (iv) Murphy's Bowl LLC, a Delaware limited liability company, CAPSS LLC, a Delaware limited liability company, and Polpat LLC, a Delaware limited liability company ("Murphy's Bowl"); and (v) the City of Inglewood, James T. Butts, the Successor Agency to the Inglewood Redevelopment Agency, the Inglewood Parking Authority, and the City of Inglewood City Council ("City Defendants").

of the fully executed 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, because the Forum transfer is now effective.

As more fully set forth in the enclosed Settlement Agreement, the Settlement Agreement: (1) resolves and settles (a) all disputes and claims that MSG, Azoff, or IRATE has or may have against Murphy's Bowl, the Murphy's Bowl Releasees, or the City Releasees, as defined in the Settlement Agreement, and (b) that the City Defendants or Murphy's Bowl have or may have with or relating to the MSG Releasees, as defined in the Settlement Agreement; (2) resolves outstanding CPRA Requests that had been filed with the City, and (3) causes the lawsuits referenced in the Settlement Agreement to be dismissed with prejudice. The Settlement Agreement expressly states that it does not constitute an approval or commitment by the City with respect to the Inglewood Basketball and Entertainment Center (IBEC) Project unless and until the City undertakes environmental review as required in compliance with CEQA.

The enclosed document is provided in satisfaction of the requirements of 54957.1(a)(3)(B), and we trust it resolves your concerns expressed in the April 23 Request. At the same time, we continue to reserve the City's right to further respond to your April 23rd Request.

Sincerely,

Encl.

Executed Settlement Agreement

Executed Release of Guarantor

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[3] As more fully addressed in the City's April 30, 2020 letter to you, and as indicated on the March 24, 2020 agenda, the members of the City Council convened into closed session to conference with the City's legal counsel regarding pending litigation, as authorized by paragraph (1) of subdivision (d) of Section 54956.9 to discuss the following cases: (1) MSG Forum, LLC v. City of Inglewood, et al. (Case No. YC072715); (2) MSG Forum, LLC v. City of Inglewood as Successor Agency to the Former Inglewood Redevelopment Agency, et al. (Case No. BS174710); (3) Inglewood Residents Against Takings and Evictions v. City of Inglewood, et al. (Case No. B296760); and (4) Inglewood Residents Against Takings and Evictions v. City of Inglewood as Successor Agency to the Former Inglewood Redevelopment Agency, et al. (Case No. BS174709).

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is entered into as of May 1, 2020 (the "Effective Date"), by and among (i) MSG Forum, LLC, a Delaware limited liability company, and MSG Sports & Entertainment, LLC, a Delaware limited liability company ("MSGSE") (collectively with MSG Forum, LLC, "MSG"), (ii) Irving Azoff ("Azoff"), (iii) Inglewood Residents Against Takings and Evictions ("IRATE"), (iv) Murphy's Bowl LLC, a Delaware limited liability company, CAPSS LLC, a Delaware limited liability company, and Polpat LLC, a Delaware limited liability company (collectively, "Murphy's Bowl"), and (v) the City of Inglewood, James T. Butts, both as an individual in his personal capacity, and in his representative capacity as the Mayor of the City of Inglewood, the Successor Agency to the Inglewood Redevelopment Agency, the Inglewood Parking Authority, and the City of Inglewood City Council (collectively, the "City Defendants"), to settle and resolve with prejudice all claims that they have or may have against one another and their respective subsidiaries, parents, affiliated companies, predecessors, successors, and assigns, as well as their respective past or present officers, directors, agents, representatives, or employees. MSG, Azoff, IRATE, Murphy's Bowl, and each of the City Defendants may each be referred to herein individually as a "Party" and may be collectively referred to herein as the "Parties."

WHEREAS, MSG Forum, LLC filed a civil action in the Superior Court of California, County of Los Angeles, captioned *MSG Forum, LLC v. City of Inglewood, et al.*, Case No. YC072715, naming the City Defendants and Murphy's Bowl LLC as defendants, but later voluntarily dismissed Murphy's Bowl LLC from the action without prejudice. Subsequently, Murphy's Bowl LLC intervened in the Original Action as a defendant and filed a cross-complaint for declaratory relief. Murphy's Bowl LLC also has filed a complaint against MSG Forum, LLC in the Superior Court of California, County of Los Angeles, asserting a cause of action for declaratory relief, captioned *Murphy's Bowl LLC v. MSG Forum, LLC et al.*, Case No. YC072901. Collectively, Cases YC072715 and YC07290 shall be referred to as the "Original Action."

WHEREAS, MSG Forum, LLC and Saulo Eber Chan ("Chan") filed a petition for writ of mandate and complaint for injunctive and declaratory relief in the Superior Court of California, County of Los Angeles, captioned *Saulo Eber Chan, et al. v. Gavin Newsom, et al.*, Case No. 20STCP00126 (hereafter, the "Chan Action"), naming Murphy's Bowl LLC as a real party in interest.

WHEREAS, MSG Forum, LLC or IRATE have also filed the following matters in the Superior Court of California, County of Los Angeles, naming the City Defendants as defendants and respondents, and naming Murphy's Bowl LLC as a real party in interest: *Inglewood Residents Against Takings and Evictions v. City of Inglewood et al.*, Case No. BS170333 (currently pending in the California Court of Appeal, 2nd Appellate District, Case No. B296760); *Inglewood Residents Against Takings and Evictions v. Successor Agency to the Inglewood Redevelopment Agency*, Case No. BS174709; and *MSG Forum, LLC v. City of Inglewood as Successor Agency to the Former Inglewood Redevelopment Agency, et al.*, Case No. BS174710 (collectively, Cases BS170333/B296760, BS174709, and BS174710 shall hereafter be referred to as the "Pending Litigations").

WHEREAS, the City Defendants and Murphy's Bowl LLC deny MSG Forum, LLC's allegations in the Original Action, and deny any liability to MSG on any basis;

WHEREAS, Murphy's Bowl LLC denies MSG Forum, LLC's and Chan's allegations in the Chan Action, and denies they are entitled to relief of any kind;

WHEREAS, the City Defendants and Murphy's Bowl LLC deny MSG Forum, LLC's and/or IRATE's allegations in the Pending Litigations, and deny any liability to MSG Forum, LLC or IRATE on any basis;

WHEREAS, MSG Forum, LLC denies Murphy's Bowl LLC's allegations in the cross-complaint in the Original Action, and denies any liability to Murphy's Bowl LLC on any basis;

WHEREAS, MSG and IRATE have indicated a number of possible concerns relating to compliance with the California Environmental Quality Act (Public Resources Code Section 21000-21189.57) and the Guidelines for California Environmental Quality Act (Title 14, California Code of Regulations, Sections 15000-15387) ("CEQA") in response to the issuance of a Notice of Preparation of a Draft Environmental Impact Report and Public Scoping Meeting for the proposed development of the Inglewood Basketball and Entertainment Center project in the City of Inglewood (the "IBEC Project"), with respect to the Draft Environmental Impact Report ("Draft EIR"), State Clearing House Number 2018021056.

WHEREAS, on several occasions since the summer of 2017, MSG Forum and IRATE (and agents, consultants, attorneys, and/or experts retained to work on their behalf) have, pursuant to the California Public Records Act, requested from various public entities, including but not limited to the City Defendants, documents related to the IBEC Project, the Inglewood Successor Agency's Long Range Property Management Plan, state legislation that streamlines environmental review of the IBEC Project (*i.e.*, AB 987), and other matters directly or indirectly related to Murphy's Bowl's effort to develop an arena in the City of Inglewood (the "PRA Requests").

WHEREAS, each of the Parties enters into this Agreement with the advice and assistance of its respective counsel to resolve and settle, once and forever, all disputes and claims, known or unknown, accrued or unaccrued (i) that MSG, Azoff, or IRATE has or may have against Murphy's Bowl, the Murphy's Bowl Releasees, or the City Releasees, as defined below; and (ii) that the City Defendants or Murphy's Bowl have or may have with or relating to the MSG Releasees, as defined below.

NOW THEREFORE, in consideration of the promises, covenants, warranties, representations, and conditions contained herein, for good and valuable consideration given hereunder, and with the intent to be legally bound, the Parties hereby agree as follows:

1. General Release of Claims

a. The term "MSG Releasees" as used herein shall mean, collectively and severally, MSG, Azoff, IRATE, Chan, and any of their current and former predecessors, successors, direct and indirect subsidiaries, parents, affiliated entities, partners, associates, members, managers,

employees, contractors, consultants, lobbyists, expert witnesses, advisers, insurers, attorneys, officers, directors, agents, and other representatives, and each of MSG's, Azoff's, IRATE's, Chan's, and the other foregoing persons' and entities' past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, witnesses, agents, consultants, employees, managers, representatives, and all persons acting by, through, under or in concert with them.

b. The term "Murphy's Bowl Releasees," as used herein shall mean, collectively and severally, Murphy's Bowl LLC, CAPSS LLC, and Polpat LLC, and any of their current and former predecessors, successors, direct and indirect subsidiaries, parents, affiliated entities, partners, associates, members, managers, employees, contractors, consultants, lobbyists, expert witnesses, advisers, insurers, attorneys, officers, directors, agents, and other representatives, and each of Murphy's Bowl LLC's, CAPSS LLC's, Polpat LLC's, and the other foregoing persons' and entities' past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, witnesses, agents, consultants, employees, managers, representatives, and all persons acting by, through, under or in concert with them.

c. The term "City Releasees," as used herein shall mean, collectively and severally, the City Defendants and any of their current and former predecessors, successors, affiliated entities, partners, associates, managers, employees, contractors, consultants, lobbyists, expert witnesses, advisers, insurers, attorneys, officers, directors, agents, City Council members, elected officials, and other representatives, and each of the City Defendants' and the other foregoing persons' and entities' past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, witnesses, agents, consultants, employees, managers, representatives, and all persons acting by, through, under or in concert with them.

d. Release by MSG, Azoff, and IRATE

i. *Release.* MSG, Azoff, and IRATE (collectively, the "MSG Parties"), and any of their successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates, and assigns, and their officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under or in concert with them, and each of them, in his, her, or its capacity as such ("MSG Releasors"), hereby release and forever discharge the Murphy's Bowl Releasees and the City Releasees, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, whether at law or in equity, or arising under the law or regulation of the United States or any state or locality or otherwise, or known or unknown, which the MSG Parties have, or may have had, against the Murphy's Bowl Releasees or the City Releasees, whether or not apparent or yet to be

discovered, or which may hereafter develop, for any acts or omissions relating to any matters of any kind that have occurred on or before the Effective Date. Without limiting the foregoing, the MSG Releasors fully and forever waive, release, and give up any and all claims, duties, obligations, or causes of action they have or may have against the Murphy's Bowl Releasees and City Releasees relating to:

(1) The Original Action;

(2) The Chan Action;

(3) The Pending Litigations;

(4) CEQA compliance for the IBEC Project including but not limited to the Draft EIR (the "CEQA Claims");

(5) The PRA Requests;

(6) The construction, development, or operation of an arena in Inglewood that would serve, *inter alia*, as the home of the LA Clippers basketball team (the "Arena Activity"); and/or

(7) The Forum, located at 3900 W Manchester Blvd in Inglewood, California.

This Release resolves any claim for relief that has or could have been alleged by one or more of the MSG Releasors against the Murphy's Bowl Releasees or the City Releasees related to or arising from facts occurring before the Effective Date, no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, damages for malicious prosecution, bad faith damages, reliance damages, liquidated damages, damages for humiliation and embarrassment, injunctive relief, writ of mandamus, punitive damages, costs, and attorneys' fees related to or arising from the Original Action, the Chan Action, the Pending Litigations, the PRA Requests, or the CEQA Claims. Collectively, the claims referred to in and released by this Section 1(d)(i) shall be known as "Released MSG Claims."

Notwithstanding anything else in this Agreement, the Released MSG Claims do not include any claims, liabilities or obligations arising from (I) this Agreement, (II) the Tri-Party Agreement by and among the City of Inglewood, MSG Forum, LLC, MSG Sports & Entertainment, LLC, and Murphy's Bowl LLC ("Tri-Party Agreement"), or (III) any separate membership interest or real property purchase agreements (including all ancillary agreements related to and/or entered into as part of any such transaction) between the MSG Parties and Murphy's Bowl or their respective affiliates. Nothing in this Agreement should be construed to

release or otherwise restrict the MSG Parties' rights to effectuate or enforce the terms of the agreements referred to in (I), (II), and (III).

Further, notwithstanding the foregoing, the Released MSG Claims do not include claims by MSG Forum, LLC against the City Defendants that relate to or arise from (I) tax-related obligations the City Defendants owe to MSG Forum, LLC or MSG Forum, LLC owes to the City Defendants; (II) any indemnity obligation arising from tort claims brought by third parties against MSG Forum, LLC; or (III) any claims related to or asserted in Janette Louise Scott vs. MSG Forum, LLC, et al. (Case No. 18STCV08236) or Christine Baccus vs. The Madison Square Garden Company, et al. (Case No. 19STCV43247).

ii. *Acknowledgements.* The MSG Parties acknowledge that their execution and delivery of this Release is a condition of Murphy's Bowl's and the City Defendants' obligations under this Agreement and that Murphy's Bowl and the City Defendants are relying on this Release in carrying out their obligations under this Agreement.

iii. *No Transfer of Claims.* The MSG Parties represent and warrant that they have not transferred, assigned or otherwise disposed of any part of or interest in any Released MSG Claims released herein.

iv. *Covenant Not to Sue.* The MSG Parties irrevocably covenant to refrain from, directly or indirectly, asserting any Released MSG Claims or demands, or commencing, instituting, or causing to be commenced, or encouraging or assisting others in commencing or instituting, any proceeding of any kind that relates to or arises from the Original Action, the Chan Action, the Pending Litigations, the CEQA Claims, the PRA Requests, and/or the Arena Activity, including anything that would constitute an effort to prevent, delay, or obstruct the Arena Activity, against the Murphy's Bowl Releasees or the City Releasees, except that this covenant does not apply to [i] any claims, liabilities or obligations arising from this Agreement, the Tri-Party Agreement, or any separate membership interest or real property purchase agreements (including all ancillary agreements related to and/or entered into as part of any such transaction) between the MSG Parties and Murphy's Bowl or their respective affiliates, [ii] any claims or disputes that may arise following the Effective Date between Azoff, his music management clients, his and their companies, any of their successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates, and assigns, and their officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under or in concert with them, on the one hand, and Murphy's Bowl or any of its successors, direct and indirect parent companies, direct and indirect

subsidiary companies, companies under common control with any of the foregoing, affiliates, and assigns, and their officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under or in concert with it, on the other hand, relating to booking, promoting, or performing concerts or other entertainment events at the LA Forum and/or the IBEC, or [iii] claims or disputes that may arise in the ordinary course with respect to the New York Knicks and LA Clippers as on-court competitors in the National Basketball Association.

v. *Section 1542 Waiver.* The MSG Parties understand that they may later discover Released MSG Claims or facts that may be different from, or in addition to, those that they now know or believe to exist regarding the subject matter of the release contained in this Section 1(d), and which, if known at the time of signing this Release, may have materially affected this Release and their decision to enter into it and grant the release contained in this Section 1(d). Nevertheless, the MSG Parties intend to fully, finally, and forever settle and release all Released MSG Claims that now exist, may exist, or previously existed, as set out in the release contained in this Section 1(d), whether known or unknown, foreseen or unforeseen, or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. The MSG Parties hereby waive any right or Released MSG Claims that might arise as a result of such different or additional Released MSG Claims or facts. Without limiting the foregoing, with respect to those matters that are the subject of the releases given in this Release, the MSG Parties expressly waive and relinquish any and all rights, benefits, and protections afforded by any state or federal statute or common law principle limiting the scope of a general release or limiting the release of Released MSG Claims which the releasing party does not know or suspect to exist in his favor, including California Civil Code Section 1542, and do so understanding and acknowledging the significance of such specific waiver of Section 1542 and any other such applicable statute or common law principle. Section 1542 states as follows:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

Thus, notwithstanding the provisions of Section 1542 or any other such applicable statute or common law principle, and for the purposes of implementing a full and complete release and discharge with respect to those matters that are the subject of the releases given in this Release, the MSG Parties expressly acknowledge that this Release is intended to include in its effect Released MSG Claims within the scope of the releases given in this Release that they do not know or suspect to exist in their favor at the time of execution hereof.

e. Release by Murphy's Bowl

i. *Release.* Murphy's Bowl and any of its successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates, and assigns, and their officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under or in concert with them ("Murphy's Bowl Releasors"), and each of them, in his, her, or its capacity as such, hereby releases and forever discharges the MSG Releasees from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, whether at law or in equity, or arising under the law or regulation of the United States or any state or locality or otherwise, or known or unknown, which Murphy's Bowl has, or may have had, against the MSG Releasees, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions relating to any matters of any kind that have occurred on or before the Effective Date. Without limiting the foregoing, the Murphy's Bowl Releasors fully and forever waive, release, and give up any and all claims, duties, obligations, or causes of action they have or may have against the MSG Releasees relating to:

(1) The Original Action;

(2) The Chan Action;

(3) The Pending Litigations;

(4) The CEQA Claims;

(5) The PRA Requests;

(6) The Arena Activity; and/or

(7) The Forum, located at 3900 W Manchester Blvd in Inglewood, California.

This Release resolves any claim for relief that has or could have been alleged by the Murphy's Bowl Releasors against the MSG Releasees related to or arising from facts prior to the Effective Date, no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, damages for malicious prosecution, bad faith damages, reliance damages, liquidated damages, damages for humiliation and embarrassment, injunctive relief, writ of mandamus, punitive damages, costs, and attorneys' fees related to or arising from the Original Action, the Chan Action, the Pending Litigations, the PRA Requests, or the CEQA Claims. Collectively, the claims referred to in and released by this Section 1(e)(i) shall be known as "Released Murphy's Bowl Claims."

Notwithstanding anything else in this Agreement, the Released Murphy's Bowl Claims do not include any claims, liabilities or obligations arising from (I) this Agreement, (II) the Tri-Party Agreement, or (III) any separate membership interest or real property purchase agreements (including all ancillary agreements related to and/or entered into as part of any such transaction) between the MSG Parties and Murphy's Bowl or their respective affiliates. Nothing in this Agreement should be construed to release or otherwise restrict the Murphy's Bowl Parties' rights to effectuate or enforce the terms of the agreements referred to in (I), (II), and (III).

ii. *Acknowledgements.* Murphy's Bowl acknowledges that its execution and delivery of this Release is a condition of the MSG Parties' obligations under this Agreement and that the MSG Parties are relying on this Release in carrying out their obligations under this Agreement.

iii. *No Transfer of Claims.* Murphy's Bowl represents and warrants that it has not transferred, assigned or otherwise disposed of any part of or interest in any Released Murphy's Bowl Claims released herein.

iv. *Covenant Not to Sue.* Murphy's Bowl irrevocably covenants to refrain from, directly or indirectly, asserting any Released Murphy's Bowl Claims or demands, or commencing, instituting, or causing to be commenced, or encouraging or assisting others in commencing or instituting, any proceeding of any kind that relates to or arises from the Original Action, the Chan Action, the Pending Litigations, the CEQA Claims, the PRA Requests, and/or the Arena Activity, including anything that would constitute an effort to prevent, delay, or obstruct the Arena Activity, against the MSG Releasees, except that this covenant does not apply to [i] any claims or obligations arising from this Agreement, the Tri-Party Agreement, or any separate membership interest or real property purchase

agreements (including all ancillary agreements related to and/or entered into as part of any such transaction) between the MSG Parties and Murphy's Bowl or their respective affiliates, [ii] any claims or disputes that may arise following the Effective Date between Azoff, his music management clients, his and their companies, any of their successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates, and assigns, and their officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under or in concert with them, on the one hand, and Murphy's Bowl or any of its successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates, and assigns, and their officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under or in concert with it, on the other hand, relating to booking, promoting, or performing concerts or other entertainment events at the LA Forum and/or the IBEC, or [iii] claims or disputes that may arise in the ordinary course with respect to the New York Knicks and LA Clippers as on-court competitors in the National Basketball Association.

v. *Section 1542 Waiver.* Murphy's Bowl understands that it may later discover Released Murphy's Bowl Claims or facts that may be different from, or in addition to, those that it now knows or believes to exist regarding the subject matter of the release contained in this Section 1(e), and which, if known at the time of signing this Release, may have materially affected this Release and its decision to enter into it and grant the release contained in this Section 1(e). Nevertheless, Murphy's Bowl intends to fully, finally, and forever settle and release all Released Murphy's Bowl Claims that now exist, may exist, or previously existed, as set out in the release contained in this Section 1(e), whether known or unknown, foreseen or unforeseen, or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. Murphy's Bowl hereby waives any right or Released Murphy's Bowl Claims that might arise as a result of such different or additional Released Murphy's Bowl Claims or facts. Without limiting the foregoing, with respect to those matters that are the subject of the releases given in this Release, Murphy's Bowl expressly waives and relinquishes any and all rights, benefits, and protections afforded by any state or federal statute or common law principle limiting the scope of a general release or limiting the release of Released Murphy's Bowl Claims which the releasing party does not know or suspect to exist in his favor, including California Civil Code Section 1542, and do so understanding and acknowledging the significance of such specific waiver of Section 1542 and any other such

applicable statute or common law principle. Section 1542 states as follows:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

Thus, notwithstanding the provisions of Section 1542 or any other such applicable statute or common law principle, and for the purposes of implementing a full and complete release and discharge with respect to those matters that are the subject of the releases given in this Release, Murphy's Bowl expressly acknowledges that this Release is intended to include in its effect Released Murphy's Bowl Claims within the scope of the releases given in this Release that it does not know or suspect to exist in their favor at the time of execution hereof.

f. Release by the City Defendants

i. *Release.* The City Defendants and any of their successors, affiliates, and assigns, and their elected officials, City Council members, officers, directors, interest holders, members, consultants, advisers, contractors, insurers, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under or in concert with them, and each of them, in his, her, or its capacity as such ("City Releasors"), hereby release and forever discharge the MSG Releasees from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, whether at law or in equity, or arising under the law or regulation of the United States or any state or locality or otherwise, or known or unknown, which the City Releasors have, or may have had, against the MSG Releasees, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions relating to any matters of any kind that have occurred on or before the Effective Date. Without limiting the foregoing, the City Releasors fully and forever waive, release, and give up any and all claims, duties, obligations, or causes of action they have or may have against the MSG Releasees relating to:

(1) The Original Action;

(2) The Chan Action;

(3) The Pending Litigations;

(4) CEQA Claims;

(5) The PRA Requests;

(6) The Arena Activity; and/or

(7) The Forum, located at 3900 W Manchester Blvd in Inglewood, California.

This Release resolves any claim for relief that has or could have been alleged by one or more of the City Defendants against the MSG Releasees related to or arising from facts prior to the Effective Date, no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, damages for malicious prosecution, bad faith damages, reliance damages, liquidated damages, damages for humiliation and embarrassment, injunctive relief, writ of mandamus, punitive damages, costs, and attorneys' fees related to or arising from the Original Action, the Chan Action, the Pending Litigations, the PRA Requests, or the CEQA Claims. Collectively, the claims referred to in and released by Section 1(f)(i) shall be known as "Released City Claims."

Notwithstanding anything else in this Agreement, the Released City Claims do not include any claims, liabilities or obligations arising from (I) this Agreement or (II) the Tri-Party Agreement. Nothing in this Agreement should be construed to release or otherwise restrict the City Defendants' rights to effectuate or enforce the terms of the agreements referred to in (I) and (II).

Further, notwithstanding the foregoing, the Released City Claims do not include claims by the City Defendants against MSG Forum, LLC that relate to or arise from (I) tax-related obligations MSG Forum, LLC owes to the City Defendants or the City Defendants owe to MSG Forum, LLC; (II) any indemnity obligation arising from tort claims brought by third parties against the City Defendants; or (III) any claims related to or asserted in Janette Louise Scott vs. MSG Forum, LLC, et al. (Case No. 18STCV08236) or Christine Baccus vs. The Madison Square Garden Company, et al. (Case No. 19STCV43247).

ii. *Acknowledgements.* The City Defendants acknowledge that their execution and delivery of this Release is a condition of the MSG Parties' obligations under this Agreement and that the MSG Parties are relying on this Release in carrying out their obligations under this Agreement.

iii. *No Transfer of Claims.* The City Defendants represent and warrant that they have not transferred, assigned or otherwise disposed of any part of or interest in any Released City Claims released herein.

iv. *Covenant Not to Sue.* The City Defendants irrevocably covenant to refrain from, directly or indirectly, asserting any Released City Claims or demands, or commencing, instituting, or causing to be commenced, or encouraging or assisting others in commencing or instituting, any proceeding of any kind that relates to or arises from the Original Action, the Chan Action, the Pending Litigations, the CEQA Claims, the PRA Requests, and/or the Arena Activity, including anything that would constitute an effort to prevent, delay, or obstruct the Arena Activity, against the MSG Releasees, except that this covenant does not apply to any claims or obligations arising from this Agreement or the Tri-Party Agreement.

v. *Section 1542 Waiver.* The City Defendants understand that they may later discover Released City Claims or facts that may be different from, or in addition to, those that it now knows or believes to exist regarding the subject matter of the release contained in this Section 1(f), and which, if known at the time of signing this Release, may have materially affected this Release and their decision to enter into it and grant the release contained in this Section 1(f). Nevertheless, the City Defendants intend to fully, finally, and forever settle and release all Released City Claims that now exist, may exist, or previously existed, as set out in the release contained in this Section 1(f), whether known or unknown, foreseen or unforeseen, or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. The City Defendants hereby waive any right or Released City Claim that might arise as a result of such different or additional Released City Claims or facts. Without limiting the foregoing, with respect to those matters that are the subject of the releases given in this Release, the City Defendants expressly waive and relinquish any and all rights, benefits, and protections afforded by any state or federal statute or common law principle limiting the scope of a general release or limiting the release of Released City Claims which the releasing party does not know or suspect to exist in his favor, including California Civil Code Section 1542, and do so understanding and acknowledging the significance of such specific waiver of Section 1542 and any other such applicable statute or common law principle. Section 1542 states as follows:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR**

HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Thus, notwithstanding the provisions of Section 1542 or any other such applicable statute or common law principle, and for the purposes of implementing a full and complete release and discharge with respect to those matters that are the subject of the releases given in this Release, the City Defendants expressly acknowledge that this Release is intended to include in its effect Released City Claims within the scope of the releases given in this Release that they do not know or suspect to exist in their favor at the time of execution hereof.

2. Withdrawal of PRA Requests

a. Upon the Effective Date, MSG and IRATE expressly acknowledge and agree that all PRA Requests that they or persons that they retained to work on their behalf (including agents, consultants, experts, and attorneys) have submitted to public entities that relate to the IBEC Project and/or Murphy's Bowl's effort to develop an arena in the City of Inglewood have been fully and completely satisfied and require no further action from the public entities.

b. Within fifteen (15) business days following the Effective Date, MSG and IRATE will exercise best efforts to (i) identify all PRA Requests that they or persons that they retained to work on their behalf (including agents, consultants, experts, or attorneys) have submitted to public entities that relate to the IBEC Project and/or Murphy's Bowl's effort to develop an arena in the City of Inglewood; and (ii) send (or instruct their relevant agents, consultants, experts, or attorneys to send) a letter to the relevant public entities (if any) that were recipients of the PRA Requests in the form attached as **Exhibit A**, which states that the PRA Requests have been completely satisfied and require no further action from the public entities. MSG and IRATE (and their respective agents, consultants, experts, and attorneys) will copy Murphy's Bowl (care of John W. Spiegel, Esq., of Munger, Tolles & Olson LLP) and the City Defendants (care of Ken Campos, Esq., City Attorney of Inglewood) on the letters.

3. Settlement Consideration

The mutual dismissals and releases set forth in this Agreement are in full satisfaction of all claims resolved by this Agreement. The Parties expressly acknowledge and agree that none of them have made any representations to one another regarding the tax treatment of this Agreement. Each of them shall be solely responsible for complying with the reporting requirements of any federal, state, and/or local taxing authority, and for payment of any federal, state, and/or local income or other taxes, if any, due on any and all portions of any money paid to any party pursuant to this Agreement.

4. Complete Defense to Further Claims

MSG, Azoff, and IRATE understand, acknowledge, and agree that this Agreement may be pleaded by the Murphy's Bowl Releasees and City Releasees as a full and complete defense against any Released MSG Claims and may be produced by a Murphy's Bowl Releasee or a City

Releasee as a basis for an injunction against any action, suit, claim, or other proceeding which may be instituted, prosecuted, or attempted in whole or in part based upon any Released MSG Claims. Murphy's Bowl and the City Defendants understand, acknowledge, and agree that this Agreement may be pleaded by the MSG Releasees as a full and complete defense against any Released Murphy's Bowl Claims or Released City Claims and may be produced by a MSG Releasee as a basis for an injunction against any action, suit, claim, or other proceeding which may be instituted, prosecuted, or attempted in whole or in part based upon any Released Murphy's Bowl Claims or Released City Claims.

5. No Prevailing Party; Each Party to Bear Its Own Attorney's Fees and Costs

The Parties agree that no Party to this Agreement is a "prevailing party" under the California Civil Code or any other sense with respect to the Original Actions, the Chan Action, and the Pending Litigations. Each Party shall bear its own costs and attorneys' fees in any way relating to the Original Action, the Chan Action, the Pending Litigations, and the drafting and negotiation of this Agreement.

6. Dismissal of Lawsuits with Prejudice

a. Within two (2) business days of the Effective Date, MSG and IRATE shall file executed copies of requests for dismissal with prejudice (or Request for Dismissal of Appeal, if applicable) of their claims in the Chan Action and the Pending Litigations, in the forms annexed hereto as **Exhibit B**, and electronically serve copies on the City Defendants (care of Louis R. Miller, Esq., of Miller Barondess, LLP) and Murphy's Bowl (care of John W. Spiegel, Esq., of Munger, Tolles & Olson LLP).

b. Within two (2) business days of the Effective Date, MSG and Murphy's Bowl shall execute, and MSG shall file, a request for dismissal with prejudice of their claims and cross-claims in *MSG Forum, LLC v. City of Inglewood, et al.*, Case No. YC072715, in the form annexed hereto as **Exhibit C**. MSG shall electronically serve a copy of the request for dismissal on the City Defendants (care of Louis R. Miller, Esq., of Miller Barondess, LLP) and Murphy's Bowl (care of John W. Spiegel, Esq., of Munger, Tolles & Olson LLP).

c. Within two (2) business days of the Effective Date, Murphy's Bowl shall file an executed copy of a request for dismissal with prejudice of its claims in *Murphy's Bowl LLC v. MSG Forum, LLC et al.*, Case No. YC072901, in the form annexed hereto as **Exhibit D**, and electronically serve copies on MSG (care of Daniel M. Petrocelli, Esq., of O'Melveny & Myers LLP) and the City Defendants (care of Louis R. Miller, Esq., of Miller Barondess, LLP).

7. Entire Agreement

This Agreement contains the sole, entire, and complete agreement between the Parties on the subject of the resolution of the Released MSG Claims, the Released Murphy's Bowl Claims, and the Released City Claims, and supersedes and replaces any and all prior contracts, agreements, discussions, representations, negotiations, understandings, and any other communications between the Parties pertaining to such claims. (MSG and Murphy's Bowl acknowledge in this regard that they previously executed a non-binding settlement term sheet dated February 11, 2020, which is superseded by this Agreement.) The Parties represent and

acknowledge that in executing this Agreement, they have not relied upon any representation or statement not set forth in this Agreement. However, as between Murphy's Bowl and the MSG Parties (and their affiliates), those Parties may enter into separate agreement(s) which would supply terms governing the acquisition of membership interests or real property (including ancillary agreements related to any such transaction) related to the Forum, which shall supersede this Agreement to the extent of any inconsistencies with this Agreement as to those parties only.

8. Denial of Liability

The Parties hereby withdraw the allegations made in the pleadings, including in the MSG complaint, the City Defendants' answer thereto, and Murphy's Bowl's answer, complaint, and cross-complaint. Each Party denies and continues to deny the adverse Parties' allegations in the Original Action, the Chan Action, and the Pending Litigations, and denies that it has or should have any liability to any other Party. The Parties agree that entering into this Agreement or taking any action pursuant to this Agreement is not and shall not constitute an admission for any purpose. Neither this Agreement nor any Party's taking any action pursuant to this Agreement shall be, or shall be argued to be, evidence of liability by any of the Parties. The Parties agree and acknowledge that this Settlement and Release Agreement is subject to all applicable settlement privileges under law and cannot be used for purposes of litigation except to effectuate or enforce the terms of this Agreement.

9. Amendment

This Agreement may be amended only by a writing signed by or on behalf of all Parties or their respective successors in interest. This requirement regarding amendments of this Agreement shall not extend or apply to any separate agreements between MSG and Murphy's Bowl.

10. No Third-Party Beneficiary

This Agreement is not intended to be for the benefit of any third party other than the MSG Releasees, the Murphy's Bowl Releasees, and the City Releasees, and no third party, other than the MSG Releasees, the Murphy's Bowl Releasees, and the City Releasees, shall have the right to enforce any of the terms herein.

11. Waiver; Remedies Cumulative

The rights and remedies of the Parties are cumulative and not alternative. Neither any failure nor any delay by any Party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by all other Parties; (b) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one Party will be deemed to be a waiver of any obligation of that Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided

in this Agreement. The Parties agree that, following the Closing, (i) MSGSE and Azoff each have the right, power, or privilege to enforce the terms of this Agreement on behalf of the MSG Releasees, and nothing shall be construed to permit a waiver of any rights or obligations of the MSG Releasees unless such a waiver is made in a writing signed by MSGSE or Azoff; (ii) each of the City Defendants have the right, power, or privilege to enforce the terms of this Agreement on behalf of the City Releasees, and nothing shall be construed to permit a waiver of any rights or obligations of the City Releasees unless such a waiver is made in a writing signed by the City Defendants; and (iii) Murphy's Bowl has the right, power, or privilege to enforce the terms of this Agreement on behalf of the Murphy's Bowl Releasees, and nothing shall be construed to permit a waiver of any rights or obligations of the Murphy's Bowl Releasees unless such a waiver is made in a writing signed by Murphy's Bowl.

12. Severability

In the event that any provision of this Agreement shall be held fully or partially void, voidable, or unenforceable, the remaining provisions hereof shall remain in full force and effect.

13. Successors and Assigns

This Agreement is binding on and is made for the benefit of each Party and all who succeed to its respective rights and responsibilities, such as any successors and/or assigns.

14. Counterparts

This Agreement may be executed and exchanged in counterparts and, for all parties except the City Defendants, may be delivered via facsimile or electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com). All counterparts so executed and exchanged shall together constitute one and the same instrument. When this Agreement is fully executed and exchanged, a fully-executed PDF file of the Agreement shall be circulated, which shall constitute the original.

15. Applicable Law

This Agreement shall be construed and enforced, along with any rights, remedies, or obligations provided for hereunder, in accordance with the laws of the State of California, excluding any choice of law rules that may direct the application of the laws of another jurisdiction. The Parties have each materially participated in the drafting of this Agreement, and the Agreement shall not be interpreted in favor or against any Party on the basis that such Party was or was not a principal drafter of the Agreement.

16. Dispute Resolution

Any legal suit, action or proceeding arising out of or based upon this Agreement or the settlement it embodies, including the determination of the scope or applicability of this Agreement, will be instituted in the Superior Court for the State of California, County of Los Angeles, other than the Superior Court located in the City of Inglewood or City of Torrance or, if such court lacks subject matter jurisdiction, in any California state or federal court sitting in the County of Los Angeles or other appropriate California State or federal court (other than any

California state or federal court sitting in the City of Inglewood or City of Torrance), and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding, and service of process, summons, notice or other document sent by mail to such Party's address set forth in this Agreement will be effective service of process for any suit, action or other proceeding brought in such court. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Each Party shall bear its own costs and attorneys' fees in connection with any legal suit, action or proceeding arising out of or based upon this Agreement or the settlement it embodies.

17. No Joint and Several Liability

Notwithstanding anything to the contrary herein, nothing in this Agreement shall create, or be deemed to create, joint and several liability among any of the Parties hereto. Rather, all representations, warranties, covenants, liabilities and obligations under this Agreement are individual to the respective party expressly subject thereto, and no Party will be liable for any breach, default, liability or other obligation of any other Party to this Agreement, in each instance, whether direct, indirect, contingent or otherwise.

18. Representation of Authority to Execute Agreement

Each signatory hereto below represents and warrants that, together with any other signatories on behalf of its respective Party, he or she has full authority to enter into this Agreement on behalf of his or her respective Party.

19. Representation By Counsel and Full Knowledge of Terms of Agreement

Each Party has been represented by counsel in the negotiation and execution of this Agreement, and enters into this Agreement voluntarily and because it has determined that doing so is in its best interests. Each Party represents and warrants that all of its relevant personnel have fully discussed the meaning and effect of this Agreement with its attorneys and fully understand the meaning and effect of all of its terms.

20. No Commitment By the City

Other than as set forth herein, this Agreement does not constitute or evidence any approval by the City of, or commitment of the City to do anything, including, without limitation, any action for which prior environmental review is required under CEQA. The City retains the absolute sole discretion to make decisions under CEQA with respect to the IBEC Project, which discretion includes: (i) deciding not to proceed with development of the IBEC Project, (ii) deciding to proceed with development of the IBEC Project, (iii) deciding to proceed with any alternative development of the IBEC Project, and (iv) deciding to modify the IBEC Project as may be necessary to comply with CEQA. There shall be no approval or commitment by the City regarding the IBEC Project unless and until the City undertakes environmental review as required in compliance with CEQA.

THEREFORE, the Parties voluntarily, freely, and knowingly execute this Agreement.

MSG Forum, LLC

BY: _____ DS MS

NAME: Andrew Lustgarten

TITLE: President

MSG Sports & Entertainment, LLC

(now known as MSG Entertainment Group, LLC as a result of its name change)

BY: _____ DS MS

NAME: Andrew Lustgarten

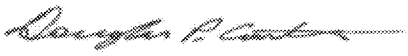
TITLE: President

Irving Azoff

BY: _____

NAME: Irving Azoff

Inglewood Residents Against Takings and Evictions



BY:
NAME: Douglas P. Carstens
TITLE: Attorney for Inglewood Residents Against Takings and Evictions

MURPHY'S BOWL LLC

Murphy's Bowl LLC

BY: _____
NAME: Brandt Vaughan
TITLE: Manager

CAPSS LLC

BY: _____
NAME: Brandt Vaughan
TITLE: Manager

POLPAT LLC

BY: _____
NAME: Brandt Vaughan
TITLE: Manager

CITY DEFENDANTS

City of Inglewood

BY: _____
NAME: Mayor James T. Butts, Jr.
TITLE: Mayor

James T. Butts, in his representative capacity as Mayor of Inglewood

BY: _____
NAME: James T. Butts, Jr.
TITLE: Mayor

James T. Butts, in his personal capacity

BY: _____
NAME: James T. Butts, Jr.

Successor Agency to the Inglewood Redevelopment Agency

BY: _____
NAME: Mayor James T. Butts, Jr.
TITLE: Chairman

Inglewood Parking Authority

BY: _____
NAME: Mayor James T. Butts, Jr.
TITLE: Chairman

Inglewood City Council

BY: _____
NAME: Mayor James T. Butts, Jr.
TITLE: Mayor

EXHIBIT A

[On Letterhead of the Author's Entity]

Via FedEx and Electronic Mail

[Relevant Person at Public Entity]
[Address of Public Entity Recipient]

Re: Withdrawal of Public Records Act Request Submitted by [Author's Entity] on [Insert Date the PRA Request Was Submitted] to [Public Entity]

Dear [Relevant Person at Public Entity]:

On [date], [I / name of author's entity] submitted to [name of public entity] the attached request for information pursuant to the California Public Records Act. A copy of the request is attached. [Attach a copy the relevant PRA request.]

I write to inform you that, notwithstanding the status of [name of public entity]'s response the attached requests or whether [name of public entity] considers itself to have completed its response to the requests, please consider this letter to be a formal withdrawal of the requests. [I / name of author's organization] consider[s] the request to be fully and completely satisfied, and no further action is required or requested of [name of public entity] in connection with the request.

If you have questions about [name of author entity]'s withdrawal of its Public Records Act request, please feel free to call me at [XXX-XXX-XXXX].

Sincerely,

[Author's Name]

CC: John Spiegel
Ken Campos

EXHIBIT B

CIV-110

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: 227101 NAME: Sean P. Welch FIRM NAME: Nielsen, Merksamer, Parrinello Gross & Leoni, LLP STREET ADDRESS: 2350 Kerner Blvd., Suite 250 CITY: San Rafael STATE: CA ZIP CODE: 94901 TELEPHONE NO.: (415) 389-6800 FAX NO.: (415) 388-6874 E-MAIL ADDRESS: swelch@nmgovlaw.com ATTORNEY FOR (Name): Petitioners/Plaintiffs	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N. Hill St. MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, California 90012 BRANCH NAME: Central District, Stanley Mosk Courthouse	
Plaintiff/Petitioner: Saulo Eber Chan; MSG Forum, LLC Defendant/Respondent: Gavin C. Newsom, Governor of California, et al.	
REQUEST FOR DISMISSAL	CASE NUMBER: 20STCP00126

A conformed copy will not be returned by the clerk unless a method of return is provided with the document.

This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)

1. TO THE CLERK: Please **dismiss** this action as follows:
   a. (1) [X] With prejudice (2) [ ] Without prejudice
   b. (1) [ ] Complaint (2) [X] Petition
   (3) [ ] Cross-complaint filed by *(name)*: on *(date)*:
   (4) [ ] Cross-complaint filed by *(name)*: on *(date)*:
   (5) [X] Entire action of all parties and all causes of action
   (6) [ ] Other *(specify)*:*

2. *(Complete in all cases except family law cases.)*
   The court [ ] did [x] did not waive court fees and costs for a party in this case. *(This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).*

Date:
Sean P. Welch
(TYPE OR PRINT NAME OF [X] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

▶
(SIGNATURE)

Attorney or party without attorney for:
[X] Plaintiff/Petitioner [ ] Defendant/Respondent
[ ] Cross Complainant

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

3. **TO THE CLERK:** Consent to the above dismissal is hereby given.**

Date:

(TYPE OR PRINT NAME OF [ ] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

▶
(SIGNATURE)

Attorney or party without attorney for:
[ ] Plaintiff/Petitioner [ ] Defendant/Respondent
[ ] Cross Complainant

** If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

(To be completed by clerk)

4. [ ] Dismissal entered as requested on *(date)*:
5. [ ] Dismissal entered on *(date)*: as to only *(name)*:
6. [ ] Dismissal **not entered** as requested for the following reasons *(specify)*:

7. a. [ ] Attorney or party without attorney notified on *(date)*:
   b. [ ] Attorney or party without attorney not notified. Filing party failed to provide
   [ ] a copy to be conformed [ ] means to return conformed copy

Date: Clerk, by _____, Deputy

Form Adopted for Mandatory Use
Judicial Council of California
CIV-110 [Rev. Jan. 1, 2013]

REQUEST FOR DISMISSAL

Code of Civil Procedure, § 581 et seq., Gov. Code, § 68637(c), Cal. Rules of Court, rule 3.1390
www.courts.ca.gov

Plaintiff/Petitioner: Saulo Eber Chan; MSG Forum, LLC Defendant/Respondent: Gavin C. Newsom, Governor of California, et al.	CASE NUMBER: 20STCP00126

COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover $10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for *(name)*:

2. The person named in item 1 is *(check one below)*:
   a. ☐ not recovering anything of value by this action.
   b. ☐ recovering less than $10,000 in value by this action.
   c. ☐ recovering $10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*

3. ☐ All court fees and court costs that were waived in this action have been paid to the court *(check one)*: Yes No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date:

▶ _____

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION) (SIGNATURE)

TO BE FILED IN THE COURT OF APPEAL

APP-007

COURT OF APPEAL Second **APPELLATE DISTRICT,DIVISION** 7	COURT OF APPEAL CASE NUMBER: B296760
ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: NAME: Douglas P. Carstens (SBN 193439); Joshua Chatten-Brown (SBN 243605) FIRM NAME: CHATTEN-BROWN, CARSTENS & MINTEER LLP STREET ADDRESS: 2200 Pacific Coast Hwy. Suite 318 CITY: Hermosa Beach, CA STATE: CA ZIP CODE: 90254 TELEPHONE NO.: 310.798.2400 FAX NO.: 310.798.2402 E-MAIL ADDRESS: dpc@cbcearthlaw.com ATTORNEY FOR (name): Inglewood Residents Against Takings and Evictions	SUPERIOR COURT CASE NUMBER: BS170333
APPELLANT: Inglewood Residents Against Takings and Evictions RESPONDENT: City of Inglewood, et al.	
REQUEST FOR DISMISSAL OF APPEAL (CIVIL CASE)	

The undersigned appellant hereby requests that the appeal filed on *(date):* 3/28/2019 in the above entitled action be dismissed.

Date:

(TYPE OR PRINT NAME)

▶ (SIGNATURE OF APPELLANT OR ATTORNEY)

NOTE: File this form in the Court of Appeal if the record on appeal has already been filed in the Court of Appeal. If the record has not yet been filed in the Court of Appeal, you cannot use this form; you must file an *Abandonment of Appeal (Unlimited Civil Case)* (form APP-005) in the superior court. A copy of this form must also be served on the other party or parties to this appeal, and proof of service filed with this form. You may use an applicable Judicial Council form (such as APP-009 or APP-009E) for the proof of service. When this document has been completed and a copy served, the original may then be filed with the court with proof of service.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Douglas P. Carstens (SBN 193439) Joshua Chatten-Brown (SBN 243605)
CHATTEN-BROWN, CARSTENS & MINTEER LLP
2200 Pacific Coast Hwy. Suite 318
Hermosa Beach, CA 90254
TELEPHONE NO.: 310.798.2400 FAX NO. (Optional): 310.798.2402
E-MAIL ADDRESS (Optional): dpc@cbcearthlaw.com
ATTORNEY FOR (Name): Petitioner Inglewood Residents Against Takings and Evictions

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 111. N. Hill Street
MAILING ADDRESS:
CITY AND ZIP CODE: Los Angeles 90012
BRANCH NAME: Stanley Mosk

PLAINTIFF/PETITIONER: Inglewood Residents Against Takings and Evictions
DEFENDANT/RESPONDENT: City of Inglewood, et al.

REQUEST FOR DISMISSAL

CASE NUMBER: BS170333

A conformed copy will not be returned by the clerk unless a method of return is provided with the document.

This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)

1. TO THE CLERK: Please **dismiss** this action as follows:
   a. (1) ☒ With prejudice (2) ☐ Without prejudice
   b. (1) ☐ Complaint (2) ☒ Petition
   (3) ☐ Cross-complaint filed by *(name)*: on *(date)*:
   (4) ☐ Cross-complaint filed by *(name)*: on *(date)*:
   (5) ☒ Entire action of all parties and all causes of action
   (6) ☐ Other *(specify)*:*
2. *(Complete in all cases except family law cases.)*
   The court ☐ did ☒ did not waive court fees and costs for a party in this case. *(This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).*

Date:

Douglas P. Carstens
(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

▶ _____
(SIGNATURE)

Attorney or party without attorney for:
☐ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross–Complainant

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

TO THE CLERK: Consent to the above dismissal is hereby given.**
Date:

▶ _____
(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

(SIGNATURE)

Attorney or party without attorney for:
☐ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross–Complainant

** If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

(To be completed by clerk)

4. ☐ Dismissal entered as requested on *(date)*:
5. ☐ Dismissal entered on *(date)*: as to only *(name)*:
6. ☐ Dismissal **not entered** as requested for the following reasons *(specify)*:
7. a. ☐ Attorney or party without attorney notified on *(date)*:
   b. ☐ Attorney or party without attorney not notified. Filing party failed to provide
   ☐ a copy to be conformed ☐ means to return conformed copy

Date: Clerk, by _____, Deputy

Form Adopted for Mandatory Use
Judicial Council of California
CIV-110 [Rev. Jan. 1, 2013]

REQUEST FOR DISMISSAL

Code of Civil Procedure, § 581 et seq.;
Gov. Code, § 68637(c); Cal. Rules of Court, rule 3.1390
www.courts.ca.gov

PLAINTIFF/PETITIONER: Inglewood Residents Against Takings and Evictions DEFENDANT/RESPONDENT: City of Inglewood, et al.	CASE NUMBER: BS170333

COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover $10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for *(name):*
2. The person named in item 1 is *(check one below):*
   a. ☐ not recovering anything of value by this action.
   b. ☐ recovering less than $10,000 in value by this action.
   c. ☐ recovering $10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*
3. ☐ All court fees and court costs that were waived in this action have been paid to the court *(check one):* ☐ Yes ☐ No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: _____

_____ ▶ _____

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION) (SIGNATURE)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Douglas P. Carstens (SBN 193439) Joshua Chatten-Brown (SBN 243605)
CHATTEN-BROWN, CARSTENS & MINTEER LLP
2200 Pacific Coast Hwy. Suite 318
Hermosa Beach, CA 90254
TELEPHONE NO.: 310.798.2400 FAX NO. (Optional): 310.798.2402
E-MAIL ADDRESS (Optional): dpc@cbcearthlaw.com
ATTORNEY FOR (Name): Petitioner Inglewood Residents Against Takings and Evictions

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 111. N. Hill Street
MAILING ADDRESS:
CITY AND ZIP CODE: Los Angeles 90012
BRANCH NAME: Stanley Mosk

PLAINTIFF/PETITIONER: Inglewood Residents Against Takings and Evictions
DEFENDANT/RESPONDENT: Successor Agency to Inglewood Redev. Agency, et al.

REQUEST FOR DISMISSAL

CASE NUMBER: BS174709

A conformed copy will not be returned by the clerk unless a method of return is provided with the document.

This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)

1. TO THE CLERK: Please **dismiss** this action as follows:
   a. (1) ☒ With prejudice (2) ☐ Without prejudice
   b. (1) ☐ Complaint (2) ☒ Petition
   (3) ☐ Cross-complaint filed by *(name)*: on *(date)*:
   (4) ☐ Cross-complaint filed by *(name)*: on *(date)*:
   (5) ☒ Entire action of all parties and all causes of action
   (6) ☐ Other *(specify)*:*
2. *(Complete in all cases except family law cases.)*
   The court ☐ did ☒ did not waive court fees and costs for a party in this case. *(This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).*

Date:

Douglas P. Carstens
(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

▶ _____
(SIGNATURE)

Attorney or party without attorney for:
☐ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross–Complainant

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

TO THE CLERK: Consent to the above dismissal is hereby given.**
Date:

▶ _____
(SIGNATURE)

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

Attorney or party without attorney for:
☐ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross–Complainant

** If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

(To be completed by clerk)

4. ☐ Dismissal entered as requested on *(date)*:
5. ☐ Dismissal entered on *(date)*: as to only *(name)*:
6. ☐ Dismissal **not entered** as requested for the following reasons *(specify)*:
7. a. ☐ Attorney or party without attorney notified on *(date)*:
   b. ☐ Attorney or party without attorney not notified. Filing party failed to provide
   ☐ a copy to be conformed ☐ means to return conformed copy

Date: Clerk, by _____, Deputy

Form Adopted for Mandatory Use
Judicial Council of California
CIV-110 [Rev. Jan. 1, 2013]

REQUEST FOR DISMISSAL

Code of Civil Procedure, § 581 et seq.;
Gov. Code, § 68637(c); Cal. Rules of Court, rule 3.1390
www.courts.ca.gov

PLAINTIFF/PETITIONER: Inglewood Residents Against Takings and Evictions DEFENDANT/RESPONDENT: Successor Agency to Inglewood Redev. Agency	CASE NUMBER: BS174709

COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover $10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for *(name):*
2. The person named in item 1 is (*check one below):*
   a. ☐ not recovering anything of value by this action.
   b. ☐ recovering less than $10,000 in value by this action.
   c. ☐ recovering $10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*
3. ☐ All court fees and court costs that were waived in this action have been paid to the court *(check one):* ☐ Yes ☐ No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: _____

_____ ▶ _____

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION) (SIGNATURE)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Daniel M. Petrocelli, (SBN 97802) Megan K. Smith (SBN 307381)
O'MELVENY & MYERS LLP
1999 Avenue of the Stars, 8th Floor
Los Angeles, CA 90067
TELEPHONE NO.: 310-246-6700 FAX NO. (Optional): 310-246-6779
E-MAIL ADDRESS (Optional): dpetrocelli@omm.com / dbreuder@omm.com
ATTORNEY FOR (Name): Plaintiff and Petitioner MSG FORUM, LLC

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 111. N. Hill Street
MAILING ADDRESS:
CITY AND ZIP CODE: Los Angeles 90012
BRANCH NAME: Stanley Mosk

PLAINTIFF/PETITIONER: MSG FORUM, LLC
DEFENDANT/RESPONDENT: Oversight Board To The Successor Agency To The Inglewood Redevelopment Agency et al.

REQUEST FOR DISMISSAL

CASE NUMBER: BS174710

A conformed copy will not be returned by the clerk unless a method of return is provided with the document.

This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)

1. TO THE CLERK: Please **dismiss** this action as follows:
   a. (1) ☒ With prejudice (2) ☐ Without prejudice
   b. (1) ☐ Complaint (2) ☒ Petition
   (3) ☐ Cross-complaint filed by *(name)*: on *(date)*:
   (4) ☐ Cross-complaint filed by *(name)*: on *(date)*:
   (5) ☒ Entire action of all parties and all causes of action
   (6) ☐ Other *(specify)*:*
2. *(Complete in all cases except family law cases.)*
   The court ☐ did ☒ did not waive court fees and costs for a party in this case. *(This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).*

Date:

Daniel M. Petrocelli
(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

▶ _____
(SIGNATURE)

Attorney or party without attorney for:
☐ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross–Complainant

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

TO THE CLERK: Consent to the above dismissal is hereby given.**
Date:

_____
(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

▶ _____
(SIGNATURE)

Attorney or party without attorney for:
☐ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross–Complainant

** If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

(To be completed by clerk)

4. ☐ Dismissal entered as requested on *(date)*:
5. ☐ Dismissal entered on *(date)*: as to only *(name)*:
6. ☐ Dismissal **not entered** as requested for the following reasons *(specify)*:
7. a. ☐ Attorney or party without attorney notified on *(date)*:
   b. ☐ Attorney or party without attorney not notified. Filing party failed to provide
   ☐ a copy to be conformed ☐ means to return conformed copy

Date: Clerk, by _____, Deputy

Form Adopted for Mandatory Use
Judicial Council of California
CIV-110 [Rev. Jan. 1, 2013]

REQUEST FOR DISMISSAL

Code of Civil Procedure, § 581 et seq.;
Gov. Code, § 68637(c); Cal. Rules of Court, rule 3.1390
www.courts.ca.gov

PLAINTIFF/PETITIONER: MSG FORUM, LLC DEFENDANT/RESPONDENT: Oversight Board To The Successor Agency To The Inglewood Redevelopment Agency	CASE NUMBER: BS174710

COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover $10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for *(name)*:
2. The person named in item 1 is (*check one below*):
   a. ☐ not recovering anything of value by this action.
   b. ☐ recovering less than $10,000 in value by this action.
   c. ☐ recovering $10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*
3. ☐ All court fees and court costs that were waived in this action have been paid to the court *(check one)*: ☐ Yes ☐ No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: _____

_____ ▶ _____

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION) (SIGNATURE)

EXHIBIT C

CIV-110

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO:	FOR COURT USE ONLY
NAME: Daniel M. Petrocelli (SBN 97802); Megan K. Smith (SBN 307381) FIRM NAME: O'Melveny & Myers LLP STREET ADDRESS: 1999 Avenue of the Stars, 8th Floor CITY: Los Angeles STATE: CA ZIP CODE: 90067-6035 TELEPHONE NO.: (310) 553-6700 FAX NO.: (310) 246-6779 E-MAIL ADDRESS: dpetrocelli@omm.com / megansmith@omm.com ATTORNEY FOR (Name): MSG FORUM, LLC	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 1725 Main Street MAILING ADDRESS: CITY AND ZIP CODE: Santa Monica, California 90401 BRANCH NAME: Santa Monica	
Plaintiff/Petitioner: MSG FORUM, LLC Defendant/Respondent: CITY OF INGLEWOOD, et al.	
REQUEST FOR DISMISSAL	CASE NUMBER: YC072715

A conformed copy will not be returned by the clerk unless a method of return is provided with the document.

This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)

1. TO THE CLERK: Please **dismiss** this action as follows:
   a. (1) [x] With prejudice (2) [ ] Without prejudice
   b. (1) [x] Complaint (2) [ ] Petition
      (3) [x] Cross-complaint filed by *(name)*: Murphy's Bowl LLC on *(date)*: December 4, 2018
      (4) [ ] Cross-complaint filed by *(name)*: on *(date)*:
      (5) [x] Entire action of all parties and all causes of action
      (6) [ ] Other *(specify)*:*

2. *(Complete in all cases except family law cases.)*
   The court [ ] did [x] did not waive court fees and costs for a party in this case. *(This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).*

Date:
Daniel M. Petrocelli
(TYPE OR PRINT NAME OF [x] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

▶ _____
(SIGNATURE)

Attorney or party without attorney for:
[x] Plaintiff/Petitioner [ ] Defendant/Respondent
[ ] Cross Complainant

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

3. **TO THE CLERK:** Consent to the above dismissal is hereby given.**

Date:
John W. Spiegel
(TYPE OR PRINT NAME OF [x] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

▶ _____
(SIGNATURE)

Attorney or party without attorney for:
[ ] Plaintiff/Petitioner [ ] Defendant/Respondent
[x] Cross Complainant

** If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

(To be completed by clerk)

4. [ ] Dismissal entered as requested on *(date)*:
5. [ ] Dismissal entered on *(date)*: as to only *(name)*:
6. [ ] Dismissal **not entered** as requested for the following reasons *(specify)*:

7. a. [ ] Attorney or party without attorney notified on *(date)*:
   b. [ ] Attorney or party without attorney not notified. Filing party failed to provide
      [ ] a copy to be conformed [ ] means to return conformed copy

Date: Clerk, by _____, Deputy

Form Adopted for Mandatory Use
Judicial Council of California
CIV-110 [Rev. Jan. 1, 2013]

REQUEST FOR DISMISSAL

Code of Civil Procedure, § 581 et seq.; Gov. Code, § 68637(c); Cal. Rules of Court, rule 2.1390
www.courts.ca.gov

Plaintiff/Petitioner: MSG FORUM, LLC Defendant/Respondent: CITY OF INGLEWOOD, et al.	CASE NUMBER YC072715

COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover $10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for *(name):*

2. The person named in item 1 is *(check one below):*
   a. ☐ not recovering anything of value by this action.
   b. ☐ recovering less than $10,000 in value by this action.
   c. ☐ recovering $10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*
3. ☐ All court fees and court costs that were waived in this action have been paid to the court *(check one):* Yes No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date:

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION)

(SIGNATURE)

EXHIBIT D

CIV-110

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO:	FOR COURT USE ONLY
NAME: Jonathan R. Bass (SBN 75779); Charmaine G. Yu (SBN 220579) FIRM NAME: Coblentz Patch Duffy & Bass LLP STREET ADDRESS: One Montgomery Street, Suite 3000 CITY: San Francisco STATE: CA ZIP CODE: 94104-5500 TELEPHONE NO.: 415-391-4800 FAX NO.: 415-989-1663 E-MAIL ADDRESS: ef-jrb@cpdb.com / ef-cgy@cpdb.com ATTORNEY FOR (Name): Murphy's Bowl LLC	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 1725 Main Street MAILING ADDRESS: CITY AND ZIP CODE: Santa Monica, California 90401 BRANCH NAME: Santa Monica	
Plaintiff/Petitioner: MURPHY'S BOWL LLC Defendant/Respondent: MSG FORUM, LLC, et al.	
REQUEST FOR DISMISSAL	CASE NUMBER: YC072901

A conformed copy will not be returned by the clerk unless a method of return is provided with the document.

This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)

1. TO THE CLERK: Please **dismiss** this action as follows:
   a. (1) [X] With prejudice (2) [ ] Without prejudice
   b. (1) [X] Complaint (2) [ ] Petition
   (3) [ ] Cross-complaint filed by *(name)*: on *(date)*:
   (4) [ ] Cross-complaint filed by *(name)*: on *(date)*:
   (5) [X] Entire action of all parties and all causes of action
   (6) [ ] Other *(specify)*:*

2. *(Complete in all cases except family law cases.)*
   The court [ ] did [x] did not waive court fees and costs for a party in this case. *(This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).*

Date:
Jonathan R. Bass
(TYPE OR PRINT NAME OF [X] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

▶ _____
(SIGNATURE)

Attorney or party without attorney for:
[X] Plaintiff/Petitioner [ ] Defendant/Respondent
[ ] Cross Complainant

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

3. **TO THE CLERK:** Consent to the above dismissal is hereby given.**

Date:

(TYPE OR PRINT NAME OF [ ] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

▶ _____
(SIGNATURE)

Attorney or party without attorney for:
[ ] Plaintiff/Petitioner [ ] Defendant/Respondent
[ ] Cross Complainant

** If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

(To be completed by clerk)

4. [ ] Dismissal entered as requested on *(date)*:
5. [ ] Dismissal entered on *(date)*: as to only *(name)*:
6. [ ] Dismissal **not entered** as requested for the following reasons *(specify)*:

7. a. [ ] Attorney or party without attorney notified on *(date)*:
   b. [ ] Attorney or party without attorney not notified. Filing party failed to provide
   [ ] a copy to be conformed [ ] means to return conformed copy

Date: Clerk, by _____, Deputy

Form Adopted for Mandatory Use
Judicial Council of California
CIV-110 [Rev. Jan. 1, 2013]

REQUEST FOR DISMISSAL

Code of Civil Procedure, § 581 et seq. Gov. Code, § 68637(b). Cal. Rules of Court, rule 3.1385
www.courts.ca.gov

Plaintiff/Petitioner: MURPHY'S BOWL LLC Defendant/Respondent: MSG FORUM, LLC, et al.	CASE NUMBER: YC072901

COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover $10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for *(name)*:

2. The person named in item 1 is *(check one below)*:
   a. ☐ not recovering anything of value by this action.
   b. ☐ recovering less than $10,000 in value by this action.
   c. ☐ recovering $10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*
3. ☐ All court fees and court costs that were waived in this action have been paid to the court *(check one)*: Yes No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date:

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION)

▶ (SIGNATURE)

EXECUTION VERSION

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING RETURN TO:

Gibson, Dunn & Crutcher LLP
333 South Grand Avenue, Suite 4900
Los Angeles, CA 90071
Attention: Amy R. Forbes, Esq.
Ref.: 21384-00001

(Space Above for Recorder's Use)

RELEASE AND SUBSTITUTION OF GUARANTOR UNDER DEVELOPMENT AGREEMENT

This RELEASE AND SUBSTITUTION OF GUARANTOR UNDER DEVELOPMENT AGREEMENT (this "**Agreement**") is made as of May 1, 2020 (the "**Effective Date**"), by and among MSG FORUM, LLC, a Delaware limited liability company ("**Developer**"); MSGN HOLDINGS, L.P., formerly known as MSG Holdings, L.P., a Delaware limited partnership (such entity and its successors and assigns are referred to herein as the "**Original Guarantor**"); POLPAT LLC, a Delaware limited liability company ("**New Guarantor**"), and the CITY OF INGLEWOOD, a municipal corporation ("**City**"), with reference to the following facts:

A. City and Developer entered into that certain Development Agreement effective June 25, 2012 and recorded July 12, 2012 as Instrument No. 20121033769 of Official Records of Los Angeles County (the "**Development Agreement**"), pertaining to, among other things, the development and operation of certain real property owned by Developer and located in the City of Inglewood, California (the "**Property**"), and more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference.

B. Original Guarantor, an affiliate of Developer, previously executed that certain Joinder and Guaranty attached to the Development Agreement guaranteeing the obligations of Landowner (as defined in the Development Agreement) thereunder (the "**Guaranty**").

C. The ownership interests in the Developer are being transferred to a third party, and in connection therewith, each of the third party, Developer, Original Guarantor, and New Guarantor have requested that (1) Original Guarantor be released from the Guaranty and the Development Agreement, and (2) New Guarantor be substituted as the counterparty to the Guaranty.

D. City now desires to (1) unconditionally and irrevocably release the Original Guarantor from any and all liabilities under the Development Agreement and the Guaranty, and (2) substitute the New Guarantor as the counterparty to the Guaranty.

E. City also wishes to clarify certain commitments made with respect to public benefits to be provided pursuant to the Development Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Developer, Original Guarantor, New Guarantor, and City hereby agrees as follows:

1. City hereby consents and agrees that, as of the Effective Date, (a) Original Guarantor is hereby unconditionally and irrevocably released from any and all liabilities under the Development Agreement and the Guaranty, and (b) New Guarantor is hereby substituted as the counterparty to the Guaranty. In consideration for the release of Old Guarantor, Developer agrees that it shall provide community benefits not to exceed a total of $1 million, pursuant to a program mutually agreed upon between City and Developer within 90 days after the Effective Date, to be memorialized in a Minor Amendment to Section 14 of the Development Agreement (as such Minor Amendment is provided for in Section 20.4 thereof).

2. As of the Effective Date, there are no outstanding claims under the Guaranty.

3. This Agreement may be executed in counterparts which taken together shall constitute one and the same instrument.

4. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to or will confer upon any person other than the Parties and their respective successors and assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

5. Each of the parties hereto hereby covenants and agrees that it will, at any time and from time to time, execute any documents and take such additional actions as the other, or its respective successors or assigns, shall reasonably require in order to more completely or perfectly carry out the release intended to be accomplished by this Agreement.

6. This Agreement supersedes all prior written or oral agreements of the Parties relating to the matters covered hereby, constitutes a final written expression of all the terms of this Agreement, and is a complete and exclusive statement of those terms.

7. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of Developer, Original Guarantor, New Guarantor, and City have executed this Agreement as of the Effective Date.

"DEVELOPER"

MSG FORUM, LLC,
a Delaware limited liability company

By: _____
Name: Marc Schoenfeld
Title: Senior Vice President and Assistant Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF New York)
) §
County of Bronx)

On April 22, 2020, before me, Maureen Devane a Notary Public, personally appeared Marc Schoenfeld who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Maureen Devane
Signature of Notary

(Affix seal here)

Maureen Devane
Notary Public State of New York
No. 01DE6092988
Qualified in Bronx County
Commission Expires 5/27/2023

"ORIGINAL GUARANTOR"

MSGN HOLDINGS, L.P.,
a Delaware limited partnership

By: _____
Name: Mark Cresitello
Title: Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF New York)
) §
County of Bronx)

On April 22, 2020, before me, Maureen Devane a Notary Public, personally appeared Mark Cresitello who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Maureen Devane
Signature of Notary

(Affix seal here)

Maureen Devane
Notary Public State of New York
No. 01DE6092888
Qualified in Bronx County
Commission Expires 5/27/2023

"NEW GUARANTOR"

POLPAT LLC,
a Delaware limited liability company

By: _____
Name: Brandt Vaughan
Title: Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF WASHINGTON _____)
) §
County of KING _____)

On 4/29/2020, before me, lei lei chan a Notary Public, personally appeared Brandt A Vaughan who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

lei lei chan

Signature of Notary

Affix seal here

STATE OF WASHINGTON
LEI LEI CHAN
NOTARY PUBLIC
MY COMMISSION EXP. 05-16-2023
NO. 126650

"CITY"

CITY OF INGLEWOOD,
a municipal corporation

By: _____
James T. Butts, Mayor

ATTEST:

By: _____
Yvonne Horton, City Clerk

APPROVED AS TO FORM:

By: _____
Kenneth Campos, City Attorney

APPROVED:

KANE, BALLMER & BERKMAN
Special Counsel

By: _____
Royce K. Jones

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On March 24, 2020 before me, Sharon Latrice Warmack, Notary Public
(insert name and title of the officer)

personally appeared James Butts Jr,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SHARON LATRICE WARMACK
Notary Public – California
Los Angeles County
Commission # 2174056
My Comm. Expires Dec 1, 2020

Signature _____ (Seal)

EXHIBIT "A"

TO

RELEASE AND SUBSTITUTION OF GUARANTOR UNDER DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION

Real property in the County of Los Angeles, State of California, described as follows:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGLES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE EAST ALONG THE NORTHERLY LINE OF SECTION 34, WHICH IS ALSO THE CENTERLINE OF MANCHESTER BOULEVARD (100 FEET WIDE), A DISTANCE OF 1182.91 FEET; THENCE SOUTH 0° 00' 05" EAST, A DISTANCE OF 50.00 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID MANCHESTER BOULEVARD, WHICH IS THE TRUE POINT OF BEGINNING; THENCE SOUTH 0° 00' 05" EAST, A DISTANCE OF 1270.00 FEET; THENCE WEST, A DISTANCE OF 1149.91 FEET TO A POINT IN THE EASTERLY LINE OF PRAIRIE AVENUE (78 FEET WIDE); THENCE NORTH 0° 00' 05" WEST, ALONG THE EASTERLY LINE OF PRAIRIE AVENUE, A DISTANCE OF 1234.89 FEET TO A POINT IN THE SOUTHERLY LINE OF MANCHESTER BOULEVARD, AS ESTABLISHED BY DEED RECORDED IN BOOK 13109, PAGE 40, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 72° 30' 30" EAST, ALONG THE SOUTHERLY LINE OF MANCHESTER BOULEVARD, A DISTANCE OF 55.27 FEET TO A POINT OF TANGENCY IN A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 400.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 122.12 FEET; THENCE TANGENT TO SAID CURVE, EAST ALONG THE SOUTHERLY LINE OF MANCHESTER BOULEVARD, A DISTANCE OF 976.97 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND AS DESCRIBED IN DEEDS TO THE CITY OF INGLEWOOD, RECORDED IN BOOK D-682, PAGE 530, IN BOOK D-1473, PAGE 328, AND IN BOOK D-4209, PAGE 199, ALL OF SAID OFFICIAL RECORDS AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE SOUTH 0° 00' 05" EAST, ALONG THE WESTERLY LINE OF SECTION 34, A DISTANCE OF 530.40 FEET; THENCE NORTH 89° 59' 55" EAST, A DISTANCE OF 33.00 FEET TO A POINT IN THE EASTERLY LINE OF PRAIRIE AVENUE, SAID. POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 0° 00' 05" WEST, ALONG THE EASTERLY LINE OF PRAIRIE AVENUE, A DISTANCE OF 445.30 FEET TO A POINT IN

THE SOUTHERLY LINE OF MANCHESTER BOULEVARD, AS. ESTABLISHED BY SAID DEED RECORDED IN BOOK 13109, PAGE 40, OFFICIAL RECORDS; THENCE ALONG SAID SOUTHERLY LINE, NORTH 72° 30' 30" EAST, A DISTANCE OF 28.62 FEET, MORE OR LESS, TO A POINT IN A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 59.50 FEET, A RADIAL LINE FROM SAID POINT BEARS SOUTH 44° 29' 44" EAST, SAID POINT BEING THE EASTERLY CORNER OF THE LAND DESCRIBED IN SAID DEED RECORDED IN BOOK D-1473, PAGE 328, OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF THE LAND DESCRIBED IN THE LAST MENTIONED DEED AS FOLLOWS:

SOUTHWESTERLY ALONG SAID CURVE, 47.26 FEET, TANGENT TO SAID CURVE, SOUTH 0° 00' 05" EAST, A DISTANCE OF 261.48 FEET AND SOUTH 3° 37' 23" WEST, A DISTANCE OF 150.28 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF PRAIRIE AVENUE, 78.00 FEET WIDE, WITH THE SOUTHERLY LINE OF THE NORTHERLY 1320.00 FEET OF SAID SECTION 34; THENCE NORTH ALONG SAID EASTERLY LINE, 107.80 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 45° 00' 00" EAST 14.14 FEET; THENCE EAST 190.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 635.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 267.24 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 715.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 300.91 FEET TO A POINT OF TANGENCY WITH SAID SOUTHERLY LINE OF THE NORTHERLY 1320.00 FEET OF SECTION 34; THENCE EAST ALONG SAID SOUTHERLY LINE, 3218.78 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 635.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 120.34 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 715.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 262.55 FEET TO A POINT OF TANGENCY WITH THE SOUTHERLY LINE OF THE NORTHERLY 1240.00 FEET OF SAID SECTION 34; THENCE WEST ALONG SAID LAST MENTIONED SOUTHERLY LINE, 2433.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1960.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 476.96 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2040.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 496.32 FEET; THENCE TANGENT TO SAID CURVE, WEST 190.00 FEET; THENCE NORTH 45° 00' 00" WEST 14.14 FEET TO SAID EASTERLY LINE OF PRAIRIE AVENUE; THENCE SOUTH ALONG SAID EASTERLY LINE, 100.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE ALONG THE WESTERLY LINE OF SAID SECTION; SOUTH 00° 00' 05" EAST 1212.20 FEET; THENCE EAST 33.00 FEET TO THE TRUE POINT OF BEGINNING, SAID TRUE POINT OF BEGINNING BEING IN THE EASTERLY LINE OF PRAIRIE AVENUE (78 FEET WIDE); THENCE NORTH 45° 00' 00" 14.14 FEET; THENCE EAST 190.00 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 635.00 FEET; THENCE EASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 267.24 FEET TO A POINT OF REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 715.00 FEET; THENCE EASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 300.91 FEET TO ITS TANGENT INTERSECTION WITH THE SOUTHERLY LINE OF THE NORTHERLY 1320.00 FEET OF SAID SECTION 34; THENCE ALONG SAID SOUTHERLY LINE, WEST 751.52 FEET TO SAID EASTERLY LINE OF PRAIRIE AVENUE; THENCE ALONG SAID EASTERLY LINE, NORTH 00° 00' 05" WEST 107.80 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE SOUTH 0° 00' 05" EAST, ALONG THE WESTERLY LINE OF SECTION 34, A DISTANCE OF 530.40 FEET; THENCE NORTH 89° 59' 55" EAST, A DISTANCE OF 33.00 FEET TO A POINT IN THE EASTERLY LINE OF PRAIRIE AVENUE, 78 FEET WIDE; THENCE NORTH 0° 00' 05" WEST, ALONG THE EASTERLY LINE OF PRAIRIE AVENUE, A DISTANCE OF 445.30 FEET TO A POINT IN THE SOUTHERLY LINE OF MANCHESTER BOULEVARD, AS ESTABLISHED BY THE DEED RECORDED IN BOOK 13109, PAGE 40, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID SOUTHERLY LINE, NORTH 72° 30' 30" EAST, A DISTANCE OF 28.62 FEET, MORE OR LESS, TO A POINT IN A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 59.50 FEET, A RADIAL LINE FROM SAID POINT BEARS SOUTH 44° 29' 44" EAST, SAID POINT BEING THE EASTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF INGLEWOOD, RECORDED IN BOOK D-1473, PAGE 328, OFFICIAL RECORDS OF SAID COUNTY; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE EASTERLY LINE OF THE LAND DESCRIBED IN THE LAST MENTIONED DEED, AS FOLLOWS:

SOUTHWESTERLY ALONG SAID CURVE, 47.26 FEET, TANGENT TO SAID CURVE, SOUTH 0° 00' 05" EAST, A DISTANCE OF 261.48 FEET AND SOUTH 3° 37' 23" WEST 150.28 FEET TO THE HEREINBEFORE MENTIONED PRAIRIE AVENUE, 78 FEET WIDE, SAID POINT ALSO BEING ON THE EASTERLY LINE OF THE WESTERLY 33.00 FEET OF SAID SECTION; THENCE ALONG SAID EASTERLY LINE SOUTH 0° 00' 05" EAST 581.80 FEET TO THE NORTHERLY EXTREMITY OF THAT CERTAIN COURSE IN THE SOUTHERLY BOUNDARY OF THE LAND DESCRIBED IN DEED TO THE FORUM OF INGLEWOOD, INC., RECORDED JULY 26, 1966 AS INSTRUMENT NO. 1944, IN BOOK D-3377, PAGE 47, OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS HAVING A BEARING AND LENGTH OF "NORTH 45° 00' 00" WEST 14.14 FEET"; THENCE ALONG LAST MENTIONED LINE, SOUTH 45° 00' 00" EAST 14.14 FEET; THENCE EAST 30.00

FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 28.00 FEET, SAID CURVE ALSO BEING TANGENT AT ITS POINT OF ENDING WITH THE EASTERLY LINE OF THE WESTERLY 45.00 FEET OF SAID SECTION; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 59' 55", AN ARC DISTANCE OF 43.98 FEET TO SAID POINT OF TANGENCY; THENCE ALONG THE LAST MENTIONED EASTERLY LINE, NORTH 0° 00' 05" WEST 563.80 FEET; THENCE NORTH 1° 31' 38" EAST 150.03 FEET TO THE EASTERLY LINE OF THE WESTERLY 45.00 FEET OF SAID. SECTION; THENCE ALONG SAID EASTERLY LINE NORTH 0° 00' 05" WEST 253.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 63.50 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 73° 52' 43", AN ARC DISTANCE OF 81.88 FEET TO THE HEREINBEFORE MENTIONED SOUTHERLY LINE OF MANCHESTER BOULEVARD, AS ESTABLISHED BY SAID DEED RECORDED IN BOOK 13109, PAGE 40, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 400.00 FEET, A RADIAL AT SAID POINT BEARS NORTH 16° 07' 22" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1° 22' 08", AN ARC DISTANCE OF 9.56 FEET; THENCE TANGENT TO SAID CURVE SOUTH 72° 30' 30" WEST 26.65 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT FROM SAID LAND, AN UNDIVIDED 28/200THS OF 1 PERCENT OF ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES OR THE PROCEEDS THEREFROM IN AND UNDER OR THAT MAY BE PRODUCED OR SAVED FROM SAID LAND, AS RESERVED BY MANCHESTER AVENUE COMPANY, IN DEED RECORDED AUGUST 31, 1956 AS INSTRUMENT NO. 2084, IN BOOK 52179, PAGE 412, OFFICIAL RECORDS.

ALSO EXCEPT THE INTEREST OF INGLEWOOD GOLF COURSE, A PARTNERSHIP, IN ALL OIL AND GAS ROYALTIES AND PAYMENTS DERIVED FROM THE EXISTING OIL AND GAS LEASES ON SAID LAND OR ANY PART THEREOF, WHICH ARE PRESENTLY OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS RESERVED BY INGLEWOOD GOLF COURSE, A PARTNERSHIP, IN DEED RECORDED NOVEMBER 21, 1962 AS INSTRUMENT NO. 1996, IN BOOK D-1829, PAGE 887, OFFICIAL RECORDS.

ALSO EXCEPT ALL MINERAL, OIL AND GAS AND OTHER HYDROCARBON SUBSTANCES LYING IN OR UNDER SAID LAND BELOW A DEPTH OF 500 FEET AND WITHOUT RIGHT OF SURFACE ENTRY, AS RESERVED BY MASON LETTEAU, P.T. HINCON AND JOHN R. MACFADEN, BEING THE SUCCESSOR IN OFFICE OF CHRIS G. DEMETRIOUS AND THEIR SUCCESSORS IN OFFICE AS BOARD OF TRUSTEES OF THE ENDOWMENT CARE FUND OF INGLEWOOD PARK CEMETERY ASSOCIATION, IN DEED RECORDED MARCH 18, 1964 AS INSTRUMENT NO. 1220, IN BOOK D-2398, PAGE 795, OFFICIAL RECORDS.

APN: 4025-001-002

RETURN SERVICE REQUESTED

CITY ATTORNEY'S OFFICE
Department

One Manchester Boulevard
Inglewood, California 90301

To: Robert Silverstein
The Silverstein Law Firm,
A Professional Corporation
215 N. Marengo Avenue, 3rd Floor
Pasadena, CA 91101-1504

93 CS=-RBS 81101

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 26

Inglewood mayor could be held personally liable in Clippers arena lawsuit, judge rules

Inglewood Mayor James T. Butts talks about the NFL stadium project at the former Hollywood Park site during a press conference at City Hall in 2015. Photo by Robert Casillas / Daily Breeze

By Jason Henry | jhenry@scng.com | Pasadena Star News
PUBLISHED: September 6, 2018 at 7:59 a.m. | UPDATED: June 28, 2019 at 12:12 p.m.

Inglewood Mayor James T. Butts Jr. could be found personally liable for damages in a lawsuit alleging he tricked The Forum's owners into giving up land now slated for a Los Angeles Clippers arena, a judge has ruled.

Los Angeles Superior Court Judge Robert Broadbelt last week denied a motion by Butts' attorneys that argued he should be removed from the case because state law offers him immunity as a public employee.

Broadbelt, however, determined the allegation against Butts was sufficient to demonstrate a "conscious intent to deceive, vex, annoy or harm" The Forum, essentially nullifying the protections he would otherwise have as a decision-maker. The lawsuit claims Butts and the city committed fraud.

"Here, the allegations against Mayor Butts do not involve conduct which contributed to a policy decision, but instead, involve fraudulent representations made in attempting to carry out the policy decisions that had already been made," the ruling states.

Mayor was 'merely doing his job'

In a response Wednesday, Butts' attorney, Skip Miller, said the ruling was wrong and "will be overturned on appeal."

"The mayor was merely doing his job as mayor, negotiating and signing a contract; and for that, mayors are immune from suit under California statutory and case law," Miller said.

In California, public employees acting within the scope of their employment are not liable for injuries caused by misrepresentations, even if intentional, unless they are found guilty of fraud, corruption or malice.

The Madison Square Garden Co., which owns The Forum, alleges Butts persuaded the company's executives to give up their right to 15 acres of land by claiming a developer was ready to build a "technology park." The company later learned Butts already was in talks with the Clippers to built an arena on the site that they say would compete directly with The Forum for concert business.

As part of the arrangement, MSG gave up the right to purchase the land for $6.9 million. The termination agreement states the site could not be used for anything that would hurt the Forum's business, according to the lawsuit.

Butts 'not above the law'

"Mayor Butts is not above the law, despite his claim to the contrary," said Marvin Putnam, a partner at Latham & Watkins, the firm representing Madison Square Garden. "We are extremely pleased that the court denied his request to be dismissed from the MSG Forum lawsuit. We now look forward to the day when a jury gets to consider his outrageous, fraudulent conduct."

It's rare for public officials to lose their immunity, according to attorney Daniel Barer, an appellate specialist who represents public entities and employees. Barer is not involved in the Inglewood case.

"Immunity is the rule, and liability is the exception, when it comes to policy decisions," Barer said. "The law does not want officials to shy away from making potentially controversial decisions, because they're afraid someone will sue them and win."

If a jury sides with Madison Square Garden Co., civil penalties could be rendered against Butts personally, but it's unlikely he would have to pay out-of-pocket if damages are awarded.

Barer said public entities often indemnify employees in the case of personal liability. If malice is proven, the city would have no obligation to protect Butts.

However, Butts still wields considerable influence in Inglewood and the City Council, which has sided with him on every decision in the past two years, would have to vote against covering his costs.

Still, "nobody likes to have a judgment against them, even if somebody else is going to pay it," Barer added.

Site adjacent new NFL stadium

Clippers owner Steve Ballmer is eyeing the site at Century Boulevard and Yukon Avenue — just across the street from the new NFL stadium rising on land formerly occupied by the Hollywood Park Racetrack — for a state-of-the-art arena that would seat 18,000 to 20,000. The city entered into an exclusive negotiating agreement with Balmer in June 2017 that gives the two parties three years to negotiate a lease.

The Clippers currently share Staples Center with the Los Angeles Lakers and Kings, but their lease expires in 2024. If the team moves to Inglewood, it would play in a new home less than 1 1/2 miles from The Forum, which MSG refurbished four years ago into one of the top concert venues in the state.

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 27

DEPARTMENT OF TRANSPORTATION
DISTRICT 7- OFFICE OF REGIONAL PLANNING
100 S. MAIN STREET, SUITE 100
LOS ANGELES, CA 90012
PHONE (213) 897-4230
FAX (213) 897-1337
TTY 711
www.dot.ca.gov

Making Conservation a California Way of Life.

March 24, 2020

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

RE: Inglewood Basketball and Entertainment Center (IBEC)
Draft Environmental Impact Report (DEIR)
SCH# 2018021056
GTS# 07-LA-2018-03039
Vic. LA-105/ PM 3.294
Vic. LA-405/ PM 22.141

Dear Ms. Wilcox:

Thank you for including the California Department of Transportation (Caltrans) in the environmental review process for the above referenced project. The proposed project would develop the following key elements: An 18,000-fixed-seat arena (Arena Structure or Arena) suitable for National Basketball Association (NBA) games, with up to 500 additional temporary seats for other sports or entertainment events, comprised of approximately 915,000 square feet of space including the main performance and seating bowl, food service and retail space, and concourse areas. The Arena Structure would include an integrated approximately 85,000 square foot team practice and training facility, an approximately 25,000 square foot sports medicine clinic, and approximately 71,000 square feet of space that would accommodate the Los Angeles (LA) Clippers team offices. Contiguous to the Arena Structure would be a 650-space parking garage for premium ticket holders, VIPs, and certain team personnel.

Caltrans continues to strive towards implementing strategies that provide flexibility while maintaining the safety and integrity of the State's transportation system. It is our goal to provide a safe, sustainable, integrated, and efficient transportation system to enhance California's economy and livability. After reviewing the Draft Environmental Impact Report (DEIR), Caltrans has the following comments:

Caltrans, the Lead Agency (City of Inglewood), and the City's consultancy group (Trifiletti Consulting, Inc.) have been in communication throughout the stages leading up to the DEIR in order to best identify consistent and practical solutions towards alleviating potential transportation impacts on State and Local facilities. On March 22, 2018, Caltrans commented on the Notice of Preparation of an EIR for the Inglewood Basketball and Entertainment Center (IBEC). On January 29, 2019 Caltrans, the City of Inglewood, and other stakeholders, convened for a formal consultation meeting to discuss impact thresholds and technical approaches to be used for the analysis of State facilities in the DEIR. The City of Inglewood agreed to analyzing specific

interchanges and on- and off-ramps at the following State facilities: I-105, I-110, and I-405. These locations are outlined in the Caltrans response date dated April 19, 2019.

Based on the review of the DEIR for the IBEC, Caltrans has the following comments:

- The Daytime and Major Events at the proposed project arena would cause significant impacts on State facilities, specifically I-405, under cumulative conditions. Given that this proposed project would result in significant State facility usage, it is recommended that the developer work closely with Caltrans to identify and implement operational improvements along I-405. Such traffic management system improvements could include, but are not limited to, the following: Active Traffic Management (ATM) and Corridor Management (CM) Strategies such as queue warning, speed harmonization, traveler information; Transportation Management System (TMS) elements such as closed circuit television cameras (CCTV), changeable message signs (CMS), etc.

  To mitigate the potential impacts on the I-405, we recommend that the project's developer work with Caltrans early on developing a fair share mitigation agreement towards a proposed project that involves adding the aforementioned improvements to the I-405 within the project's vicinity.

- Per Table K.2-T, K.2-U, K.2-V, K.2-W, and K.2-X, Northbound (NB) and Southbound (SB) I-405 mainline segments will have direct significant impact(s) due to weaving/merging operation. Please identify the mitigation measures, if any.

- Mitigation measure 3.14-3(c) includes restriping the center lane on the I-405 NB Off-Ramp at West Century Boulevard to permit both left and right-turn movements. Caltrans anticipates that the conversion of the middle lane to a shared lane will result in queue for the left turn traffic. Please provide further explanation to justify that the mitigation measure at the I-405 NB off-ramp at West Century Boulevard will not lead to significant impacts.

  If necessary, widening of the off-ramp to add another right turn lane would be considered as a viable mitigation alternative. Please note that ICE screening is required if intersection modification is proposed.

- According to the DEIR the following intersections have "Significant Impacts" under one or more scenarios. Please provide more details regarding what mitigation measures were proposed for these intersections and why they were not feasible for this proposed project.

  If no mitigation measures have been identified, Caltrans is able to help the developer identify any viable mitigation measures at the following locations for the proposed project:

  - Eastbound (EB) I-105 on-ramp from Imperial Highway
  - EB I-105 on/off-ramps from 120th Street
  - Westbound (WB) I-105 off-ramp to Hawthorne Boulevard

- As a reminder, Caltrans requires the Intersection Control Evaluation (ICE) Step One screening to be conducted as per the guidelines set forth in the Caltrans ICE Process Informational Guide for Traffic Operations Policy Directive 13-02 – Please perform Intersection Control Evaluation (ICE TOPD) at the following locations:

- WB I-105 off-ramp approach to South Prairie Avenue
- WB I-105 off-ramp to Crenshaw Boulevard

Regarding active transportation and transit Caltrans "supports aspects of the mitigation measures that achieve state-level policy goals related to sustainable transportation seek to reduce the number of trips made by driving, reduce Greenhouse Gas (GHG), and encourage alternative modes of travel. Caltrans' Strategic Management Plan has set targets of tripling trips made by bicycle and double trips made by walking and public transit by 2020. The Strategic Plan also seeks to achieve a 15% reduction in statewide, per capita, vehicle miles traveled (VMT) by 2020. Similar goals are embedded in California Transportation Plan 2040, and Southern California Association of Governments' (SCAG) Regional Transportation Plan. Statewide legislation such as AB 32 and SB 375, as well as Executive Order S-3-05 and N-19-19, echo the need to pursue more sustainable development.

With reference to parking, Caltrans supports reducing the amount of parking whenever possible. Research on parking suggests that abundant car parking enables and encourages driving. Additionally, research looking at the relationship between land-use, parking, and transportation indicates that the amount of car parking supplied can undermine a project's ability to encourage public transit and active modes of transportation. For any project to better promote public transit and reduce vehicle miles traveled, we recommend the implementation of Transportation Demand Management (TDM) strategies, as discussed in the EIR, as an alternative to building excessive parking

The DEIR states that "the Project Site is located within one-quarter mile of eight existing Metro bus stops along the following three Metro routes, 117, 211/215, and 212/312. In addition, local transit service to the Project Site would be provided by Metro in the form of future below- and at-grade light rail on the Metro Crenshaw/LAX line, [approximately one mile away], which is currently under construction and expected to be complete and operational in mid-2020. During operation of the Proposed Project, a shuttle pickup and drop-off shuttle service will be provided at the following two Metro rail stations: the existing Metro Green Line – Hawthorne/Lennox Station [approximately two miles away] and the future Metro Crenshaw/LAX Line – Downtown Inglewood Station" (3.2-67).

Additionally, the Los Angeles County Metropolitan Transit Authority (LACMTA) has identified the Vermont Corridor as a potential option for the implementation of Bus Rapid Transit (BRT) (Vermont BRT Corridor Technical Study – Final Report, 2017). The Vermont BRT would provide another alternative for transportation to and from the IBEC as the Vermont Corridor not only connects to several rail lines, including the Metro Red, Purple, Expo and Green Lines, but also to dozens of other Metro Rapid and local bus lines as well as several major activity centers. Phase 1 of the study has identified Vermont Avenue/Century Boulevard as a potential BRT station, located approximately three miles away from the IBEC. Though this proposed BRT is in the initial stages of implementation, the Lead Agency should take this proposed BRT into account when establishing alternative transit options and implementing first- and last- mile connections to the IBEC.

When establishing the first- and last-mile connections Caltrans recommends improvements that enhance bicycle and pedestrian safety. Caltrans recommends the following multimodal improvements: robust signage, wayfinding, safety improvements, canopy trees, bioswales, permeable paving surfaces, street furniture. These amenities can lead to a comfortable and

sustainable environment to encourage active transportation modes and improve community health.

Caltrans encourages the Lead Agency to consider any reduction in vehicle speeds in order to benefit pedestrian and bicyclist safety, as there is a direct link between impact speeds and the likelihood of fatality. The most effective methods to reduce pedestrian and bicyclist exposure to vehicles is through physical design and geometrics. Such methods include the construction of physically separated facilities such as Class IV bike lanes, sidewalks, pedestrian refuge islands, landscaping, street furniture, and reductions in crossing distances through roadway narrowing. Visual indicators such as, but not limited to, pedestrian and bicyclist warning signage, flashing beacons, crosswalks, and striping should be used to indicate to motorists that they can expect to see and yield to pedestrians and people on bikes. Maintaining mature street trees and avoiding unnecessary street widening can promote transit use and pedestrian safety.

Prior to issuance of building or grading permits for the project site, the applicant shall prepare a Construction Transportation Management Plan (CTMP) for review and approval by City staff. The CTMP would include street closure information, detour plans, haul routes, staging plans, parking management plans and traffic control plans. The CTMP would formalize how construction would be carried out and identify specific actions that would be required to reduce adverse effects on the surrounding community. The CTMP should be based on the nature and timing of the specific construction activities and account for other concurrent construction projects near the project site.

Furthermore, Caltrans recommends that bicycle and pedestrian detours during construction meet or exceed standards required in the California Manual on Uniform Control Devices. Maintaining viable detour routes during construction, that include adequate barriers against motorized traffic, is critical to the safety and comfort of pedestrians and bicyclists.

Please be aware that, any transportation of heavy construction equipment and/or materials which requires use of oversized-transport vehicles of State highways will need a Caltrans transportation permit. We recommend large size truck trips be limited to off-peak commute periods.

In the spirit of cooperation, Caltrans staff is available to work with your planners and traffic engineers for this project, if needed. If you have any questions, please contact project coordinator Mr. Carlo Ramirez, at carlo.ramirez@dot.ca.gov and refer to GTS# 07-LA-2018-03039.

Sincerely,

MIYA EDMONSON
IGR/CEQA Branch Chief
cc: Scott Morgan, State Clearinghouse

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 28

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

Metro

March 24, 2020

Mindy Wilcox, AICP
City of Inglewood, Planning Division
One West Manchester Boulevard, 4th Floor
Inglewood, CA 90301
Sent by Email: ibecproject@cityofinglewood.org

RE: Inglewood Basketball and Entertainment Center (IBEC)
Draft Environmental Impact Report (DEIR) – Metro Comments

Dear Ms. Wilcox:

Thank you for coordinating with the Los Angeles County Metropolitan Transportation Authority (Metro) regarding the proposed Inglewood Basketball and Entertainment Center (Project) located in the City of Inglewood (City). Metro is committed to working with the City on transit-supportive developments and planning efforts to grow ridership and reduce driving.

Per Metro's area of statutory responsibility pursuant to sections 15082(b) and 15086(a) of the Guidelines for Implementation of the California Environmental Quality Act (CEQA: Cal. Code of Regulations, Title 14, Ch. 3), the purpose of this letter is to provide the City with comments on the Draft Environmental Impact Report (EIR) for the Project. Specifically, this letter provides comments regarding the Project's potential impacts on Metro services and facilities which should be analyzed in the EIR and provides recommendations for mitigation measures and project design features, as appropriate. Effects of a project on transit systems and infrastructure are within the scope of transportation impacts to be evaluated under CEQA.[1]

Metro recognizes the Project's significance to the City and the greater Los Angeles County region. Metro and the City have been collaborating closely on several efforts, including implementation of the Crenshaw/LAX Project (K Line), transit-oriented development (TOD) specific plans, the Inglewood First/Last Mile Plan, the Centinela/Florence Grade Separation, and event transportation demand management for SoFi Stadium. We are committed to continuing a collaborative approach with respect to this Project. In particular, we appreciate the EIR consultation meeting held between our respective staffs on March 3, 2020. Looking ahead, we look forward to continuing coordination on rail and bus services serving the Project site, the operations of the proposed shuttle service, and other improvements to the Event Transportation Management Plan for the Project.

[1] See CEQA Guidelines section 15064.3(a); Governor's Office of Planning and Research Technical Advisory on Evaluating Transportation Impacts In CEQA, December 2018, p. 19.

Project Description Summary

The Project area is bounded by West Century Boulevard on the north, South Prairie Avenue on the west, South Doty Avenue on the east, and an imaginary straight line extending east from West 103rd Street to South Doty Avenue to the south. The Project includes an approximately 915,000-square foot (sf) Arena Structure design to host the LA Clippers basketball team with up to 18,000 fixed seats for National Basketball Association (NBA) games. A six-story parking structure containing 3,110 parking spaces would be located within the West Parking Garage Site. The East Transportation and Hotel Site would include a parking garage (365 spaces) and transportation hub to accommodate private vehicle parking. The Project would also include a limited-service hotel use with up to 150 rooms and an approximately 1.3-acre portion of the East Transportation and Hotel Site.

Comments on EIR Analysis

Section 2.5 – Project Description: Project Elements

Page 2-58, "Shuttle Service": The narrative indicates that the Project would provide shuttle service connecting the Project site to Metro's Hawthorne/Lennox Station (C Line - Green) and La Brea/Florence Station (K Line). The draft Event Transportation Management Plan (EIR Appendix K.4, p. 17) indicates that shuttle service would be provided from Metro's Downtown Inglewood Station and possibly Aviation/Century Station along the K Line. Please review and revise to ensure consistency throughout the EIR. Metro's recommendations on provision of shuttle service are provided below in the "Rail Operations Comments" section of this letter.

Section 3.14 - Transportation and Circulation

Page 3.14-47, "Fixed-Route Bus Service": The narrative describes scheduling shakeups as occurring in December and July of each year. This should be corrected to December and June (not July). Also, shakeups include both minor and major changes (not just minor as the narrative describes).

Page 3.14-53, "Adjusted Baseline Transit Assumptions": The narrative describes rail operating plan C-3 that was adopted by the Metro Board of Directors (Metro Board) as being a two year service plan; however, the Metro Board motion indicates the proscribed period is only one year (not two). See Board report as noted in EIR's footnote.

Page 3.14-130, "Transit System Evaluation": Metro C Line trains are typically two-car trains; however, service is shifted to one-car or two-car trains starting in the 9 PM hour each night on weekdays. The calculations of train capacity in Table 3.14-36 do not reflect this reduction for weekday night post-event time periods. Also, existing C Line schedules provide three trains an hour after 7 PM (one train every 20 minutes in each direction). During weekends, the C Line operates every 15 minutes with two-car trains during the day, and every 20 minutes with one-car or two-car trains in the evenings. C Line service and headways may or may not change once the K Line opens. Depending on resource availability such as rail cars, train operators, and budget, Metro Rail Operations may be able to keep two-car trains in service later than the 9 PM hour to accommodate post-event demand.

Also, please note that the K Line is being designed to provide service with three-car trains. However, platform lengths on segments of the existing C Line can only accommodate two-car train service. Metro is seeking grant funding from the State of California to extend platforms at four C Line stations. However, in the event that such grant funding is not secured, trains may be limited to two-car service which would limit their carrying capacity for events at the Project site.

Centinela/Florence Grade Separation

In January and February 2017, the Metro Board directed staff to conduct preliminary studies for a potential grade separation project for the K Line at the Centinela/Florence intersection. In mid-2020, Metro staff is expected to present the results of the studies and seek the Board's direction on proceeding with further engineering design and environmental clearance of this project. While funding and tentative construction timelines have not yet been identified by the Board for this project, the City and Applicant should be advised that construction of this project may coincide with construction of the Inglewood Basketball and Entertainment Center. For the duration of the grade separation construction, the K Line could have operational limitations and therefore may not provide the same level of service to the arena and other venues in the vicinity temporarily.

Bus Operations Comments

Service: Metro Bus Lines 211/215, 212/312, and 117 operate on West Century Boulevard and South Prairie Avenue, adjacent to the Project. Two Metro Bus stops are directly adjacent to the Project at West Century Blvd. and South Prairie Ave. Other transit operators may provide service in the vicinity of the Project and should be consulted. The Applicant should be aware of the bus facilities and services that are present and that transit services are likely to be expanded in the future to provide connections to the existing C Line and future K Line.

Bus Stop Locations: Bus stops located on the far side of the intersection are generally preferred over near side bus stops for Metro bus operations. This keeps the bus from being stopped twice by the same traffic signal. It also is safer because most bus passengers alighting at the stop will walk to the rear of the bus greatly reducing the potential for a bus versus pedestrian accident. Metro approves of the relocated North Prairie Ave bus stop from near side of Century Blvd to far side, as well as of the permanent location identified for the East Century bus stop far side of Prairie Ave.

During construction of the project, the City proposes to relocate temporarily the existing East Century/Prairie bus stop from far side of the intersection (southeast corner) to nearside (southwest corner) which is presently deficient in length to accommodate buses. This temporary relocation potentially creates a safety hazard and could adversely affect public transit operations (considered a significant environmental impact as described on EIR page 3.14-63). Metro requests that the bus stop instead temporarily be relocated further west to approximately 60 feet west of the Starbucks driveway, where more adequate space is available and ADA-compliant sidewalk access for bus riders can be provided. Construction of parking facilities on the parcel west of the Starbucks driveway may cause the temporary stop to be relocated from time to time, and we encourage ongoing communication with Metro prior to and throughout the construction process, as noted below.

ADA Access: In general, temporary or permanent modifications to any bus stop as part of the Project, including any surrounding sidewalk area, must be Americans with Disabilities Act (ADA)-compliant and allow passengers with disabilities a clear path of travel between the bus stop and the Project. Non-compliant bus stops will not be served by Metro as it is a violation of passengers' civil rights under Federal law. Recommended bus stop design dimensions may be found in Appendix D of Metro's Transit Service Policy (attached).

Coordination During Project Construction: To facilitate coordination with Metro Bus Operations during Project construction in support of Mitigation Measure 3.14-15, Metro recommends that the following information be included in the Project's Construction Traffic Management Plan:

> "The Applicant shall coordinate with Metro Bus Operations Control Special Events Coordinator at 213-922-4632 and Metro's Stops and Zones Department at 213-922-5190 not later than 30 days before the start of Project construction. Other municipal bus services may also be impacted and shall be included in construction outreach efforts."

Rail Operations Comments

Metro encourages event attendees and Project employees and staff to take transit to/from the Arena, and we look forward to continuing coordination between the City, Applicant, and Metro Rail Operations and Bus Service Planning on the development of the Event Transportation Management Plan (ETMP) for the Project. To ensure optimal operations and attendee experience, we note the following comments and recommendations, which should be incorporated into a revised ETMP and in other related Project plans as appropriate.

Funding for Augmented Rail Operations

As discussed in our coordination meeting (March 3, 2020), Metro would like to open discussions with the City and Applicant on assistance with identifying a long-term funding source for additional rail service and related costs to support events at the Project site. As noted below, Metro's support of events will likely involve additional costs for more frequent rail service and associated personnel for logistics, law enforcement, and traffic control.

Shuttle Service

Rail stations served: We suggest that the shuttle service provide consolidated connections to no more than two (2) Metro Rail stations (likely Downtown Inglewood Station on the K Line, and Hawthorne/Lennox Station on the C Line). Limiting the service to two stations reduces the amount of workforce, logistics, law enforcement, traffic control and general support provided by Metro as well as by the Applicant. We recommend further discussion between Metro, the City, and Applicant on determining which stations should be served. Once the shuttle service is fully operational, we highly encourage the Applicant to coordinate with Metro's Special Events Bus and Rail Team to meet demand and make changes to servicing rail stations with Metro's input.

We also recommend that the Applicant leverage existing Metro Bus services that will already be connecting the Project site to Metro Rail stations as part of its overall ETMP strategy.

Shuttle Service provision: The EIR should describe/confirm, in the Project Description section and/or the Transportation and Circulation section:

a) whether the shuttles will be a private bus service, funded and/or provided by the Applicant, or a municipal/public-provided service;

b) the frequency of shuttles (headways) proposed for event days;

c) whether fares for the shuttle will be free, paid, or TAP-card enabled.

Shuttle service hours and augmenting staff (law enforcement, traffic officers and general support) pre- and post-event should be extended on days with concurrent events at the Forum or SoFi Stadium to assist with excessive pedestrian and vehicle traffic.

Rail station/shuttle bus interface:

Curb space: Adequate curb space and/or bus berths should be allocated and designated for shuttle bus stops at each of the rail stations to be serviced. This is necessary to ensure safe and efficient service by shuttle buses and regular Metro Bus and Rail operations, as well as overall vehicular circulation. Metro has completed the Metro Transfers Design Guide, a best practices document on transit improvements. This can be accessed online at https://www.metro.net/projects/systemwidedesign.

Street Closures: Pre- and post-event planning may or may not require street closures and/or queuing of event attendees on the sidewalk (i.e., public right-of-way) to uniformly control crowds. The City and Applicant should coordinate with transportation and public works staff of local jurisdictions where the shuttle services is anticipated to connect to Metro rail stations within and outside the City of Inglewood (e.g. City of Hawthorne, City of Los Angeles, County of Los Angeles) to identify needs for allocation of curb space and sidewalks.

Staff Support: Additional traffic officers and law enforcement support should be provided by the Applicant at transfer locations between rail and the shuttle service (at street level, not Metro property) to mitigate pedestrian and vehicle conflicts at intersections and sidewalks on the day of the event.

Wayfinding: A robust and comprehensive master sign program and wayfinding signs (well-lit for nighttime events) should be implemented to direct attendees to the bus shuttles to and from the arena and at all shuttle stops.

Transit Ticketing: The Applicant should consider allowing Metro TAP/Revenue staff to sell Metro fare media (one way, roundtrip, and day passes) to attendees inside the arena or on the property to help alleviate overcrowding at rail station ticket vending machines after events.

Transit Supportive Planning: Recommendations and Resources

Metro would like to make the following recommendations to maximize the Project's potential synergies associated with transit-oriented development. This will support the Project's efforts to reduce vehicle trips as required by the Project's certification under Assembly Bill (AB) 987 by achieving a greater mode shift to transit and active transportation:

1. Active Transportation: Metro strongly encourages the Applicant to maximize the installation of Project features that help facilitate safe and convenient connections for pedestrians, people riding bicycles, and transit users to/from the Project site and nearby destinations.

2. Bicycle Use and Micro-mobility Devices: The Project should provide adequate short-term bicycle parking for event attendees, such as ground-level bicycle racks, and secure, access-controlled, enclosed long-term bicycle parking for employees. As proposed, the Project provides approximately 23 short-term spaces and 60 long-term spaces for bicycle parking, and potentially a bike valet (EIR p. 2-43; 2-44). The Association of Bicycle and Pedestrian Professionals (APBP) recommends that bicycle parking be provided to accommodate 2% of the seating capacity of an event venue (see APBP's *2010 Bicycle Parking Guidelines)*.

   Bicycle parking facilities should be designed with best practices in mind, including highly visible siting, effective surveillance, ease to locate, and equipment installation with preferred

spacing dimensions, so bicycle parking can be safely and conveniently accessed. If a bike valet is proposed, its location should be designated in Project plans.

Similar provisions for micromobility devices are also encouraged. Metro also encourages the City and Applicant to explore participation in the Metro Bike Share program.

3. First & Last Mile Access: The Project should maximize opportunities to improve first-last mile connections to and from Metro Rail stations, as described in the Inglewood First/Last Mile Plan which was adopted in February 2019. Please review this plan, located online at https://www.metro.net/projects/inglewood_flm/.

4. Wayfinding: Any temporary or permanent wayfinding signage with content referencing Metro services or featuring the Metro brand and/or associated graphics (such as Metro Bus or Rail pictograms) requires review and approval by Metro Signage and Environmental Graphic Design.

5. Transit Pass Programs: Metro would like to inform the Applicant of Metro's employer transit pass programs, including the Annual Transit Access Pass (A-TAP), the Employer Pass Program (E-Pass), and Small Employer Pass (SEP) Program. These programs offer efficiencies and group rates that businesses can offer employees as an incentive to utilize public transit. The A-TAP can also be used for residential projects. For more information on these programs, please visit the programs' website at https://www.metro.net/riding/eapp/.

If you have any questions or would like to discuss contents in this letter, please contact me by phone at 213-922-2671, by email at DevReview@metro.net, or by mail at the following address: Metro Development Review, One Gateway Plaza, MS 99-22-1, Los Angeles, CA 90012-2952.

Sincerely,

Shine Ling, AICP
Manager, Transit Oriented Communities

Attachment:

- 2015 Metro Transit Service Policy, Appendix D

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 29

From:	Eddie Guerrero
To:	ibecproject
Cc:	Eric Bruins; Lupe Sandoval; Lisa Trifiletti; Tomas Carranza; Solomon Rivera
Subject:	IBEC DEIR - LADOT Response
Date:	Tuesday, March 24, 2020 8:44:09 PM
Attachments:	IBEC DEIR_LADOT Response.pdf

Dear Ms. Wilcox,

Attached, please find and accept LADOT's letter of record regarding the IBEC DEIR.

I behalf of LADOT I wish to extend a sincere thank you for the opportunity to provide comment to the project and we look forward to working cooperatively with the City of Inglewood and the IBEC team to develop a comprehensive project transportation management plan.

If you have any questions or concerns please feel free to contact me directly.

Sincere Regards..

--

Edward Guerrero Jr.
Senior Transportation Engineer
Transportation Planning & Development Review
Los Angeles Department of Transportation
213.972.8476

CITY OF LOS ANGELES
CALIFORNIA

Seleta J. Reynolds
GENERAL MANAGER

ERIC GARCETTI
MAYOR

DEPARTMENT OF TRANSPORTATION
100 South Main Street, 10th Floor
Los Angeles, California 90012
(213) 972-8470
FAX (213) 972-8410

3900 Century Boulevard
LADOT Case No. OUT 20-107261

March 24, 2020

Mindy Wilcox, Planning Manager
City of Inglewood, Planning Division
One West Manchester Boulevard, 4th Floor
Inglewood, California 90301

Subject: **INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER PROJECT – DRAFT ENVIRONMENTAL IMPACT REPORT [SCH #2018021056]**

Dear Ms. Wilcox:

The City of Los Angeles Department of Transportation (LADOT) appreciates the opportunity to review the Draft Environmental Impact Report (DEIR), dated December 2019, for the proposed basketball and entertainment center generally located at the intersection of West Century Boulevard and South Prairie Avenue. Per the DEIR Project Description, the development would include construction of an 85,000 square-foot (SF) team practice and training facility, 25,000 SF sports medical clinic and 71,000 SF team office space, integrated into an arena structure that would accommodate an approximately 915,000 SF 18,000 fixed-seat arena. Contiguous to the Arena will be 48,000 SF of commercial space, 15,000 SF of community space, and a 650-space parking garage. The Project will also include a 150-guest room hotel with a 365-space parking garage, and an additional 3,110-space parking garage located just west of the Arena.

As noted in Table 3.124-3, the Project traffic study completed an analysis of 30 different project scenarios under both Baseline and Cumulative Conditions and included a study intersection radius ranging from 2 to 3 miles. While it is understood that much of the analysis conducted has significant overlap, in order to ensure that pertinent details within this overlap are not overlooked and to also further ensure that mitigation measures fully address potential project impacts, LADOT respectfully requests the opportunity to continue to provide feedback on the project analysis as part of the final environment review process.

TOPICAL COMMENTS ON THE TRAFFIC STUDY (Appendix K)

Adjusted Baseline
As discussed in the project report, construction has commenced on significant portions of the Hollywood Park Specific Plan (HPSP) located immediately north of the Project Site. The HPSP, which has a projected completion date of September 2021, is included in the Proposed Project's traffic analysis. The analysis included an evaluation of potential parking demands related to concurrent events at the future National Football League stadium in Inglewood.

Given that the Proposed Project is not expected to be complete and operational until mid-2024, the project analysis has been executed using an "adjusted baseline" calculation to establish the "existing" traffic conditions level against which to determine Project activity traffic increases. While LADOT agrees with this analytical approach, it should be noted that the "adjusted" traffic activity attributable to the HPSP is additional traffic, that in and of itself, will contribute significant traffic activity increases to City of Los Angeles intersections while also creating elevated baseline traffic conditions for the proposed project. Therefore, although the IBEC project is being analyzed separately from the HPSP, there is clearly a need to ensure comprehensive coordination between the two projects, particularly in regard to stadium events. In order to provide comprehensive mitigation and ongoing collaboration, a cooperative mitigation program for both projects should be considered.

Traffic Mitigations

Of the 28 study intersections located, either wholly or partially, within the City of Los Angeles, the report indicates that the project could potentially result in significant traffic impacts at up to 19 locations, with 13 impacts directly attributed to the project and 19 impacts occurring under a unique scheduling confluence when a Forum event and Major Project event occur concurrently. In order to ensure appropriate redress to the City of Los Angeles potential impacts, LADOT would like to augment the cited Mitigation Measures as follows:

1. 3.14-1 (a), Event Transportation Management Plan (TMP): Include additional language that **requires** communication with LADOT Special Traffic Operations (STO) staff to ensure that appropriate measures are considered to address potential event related queuing conditions on street traffic managed by LADOT, including the potential deployment of traffic officers at critical intersections.

2. 3.14-2 (c), West Century Boulevard / La Cienega Boulevard Physical Improvement: The Project identified a physical improvement to install dual eastbound and westbound left-turn lanes and a westbound exclusive right-turn lane. Inasmuch as the proposed mitigation still requires LADOT review and approval, LADOT requests that the mitigation description include language that **requires** the project to, should the proposed mitigation be deemed infeasible, provide a commensurate substitute mitigation. Therefore, please modify the current mitigation directive to include the following:

   "c) Should these improvements be deemed infeasible at the time of reconciliation, the LADOT may substitute an alternative measure of equivalent effectiveness. A substitute measure that can improve the overall safety and operation of this intersection could include, but not be limited to, providing of transportation systems management (TSM) measures or a commensurate contribution to such measures."

3. 3.14-3 (j), Centinela Avenue / La Cienega Boulevard Physical Improvement: The Project identified a physical improvement to remove the north-leg raised median island to accommodate dual southbound left-turn lanes. Similar to mitigation 3.14-2(c) above, inasmuch as the proposed mitigation still requires LADOT review and approval, LADOT requests that the mitigation description include language that **requires** the project to provide a commensurate substitute mitigation should the proposed mitigation be deemed infeasible. Therefore, please modify the current mitigation directive as follows:

   "The project applicant shall work with the City of Inglewood and the City of Los Angeles to remove the median island on the north leg and construct a second left-turn lane on the southbound La Cienega Boulevard at Centinela. Should this improvement be deemed infeasible at the time of reconciliation, the LADOT may substitute an alternative measure of equivalent effectiveness. A substitute measure that can improve the overall safety and operation of this intersection could include, but not be limited to, providing

of transportation systems management (TSM) measures or a commensurate contribution to such measures."

4. Transportation Demand Management
LADOT appreciates the Project's goal of reducing vehicle trips and encouraging other more sustainable travel modes. This is consistent with local and state mobility objectives, and greenhouse gas emission and VMT reduction goals. Accordingly, the passage of Senate Bill (SB) 743 requires that greater emphasis be placed on the implementation of TDM strategies in order to create more sustainable travel options and reduce the demand for single occupancy vehicle travel. While LADOT is supportive of the very robust TDM program that has been envisioned for the IBEC project, in order to ensure that the application of these strategies provides the greatest mitigation radius possible, the TDM Program should provide an opportunity for collaboration. Therefore, LADOT respectfully requests that the Project TDM mitigation measure include additional language that **requires** annual reporting of travel patterns and statistics to be provided not only to the City of Inglewood but to LADOT as well to inform ongoing event-day transportation management strategies.

5. Event Transportation Management Plan
LADOT recognizes that a comprehensive event transportation management plan (TMP) is essential in addressing the dynamic conditions created by event traffic. Therefore, as with the Project's TDM program, in order to ensure that the TMP provides the greatest mitigation reach possible, the TMP should provide an opportunity for collaboration. Therefore, to reiterate the addressment of mitigation measure 3.14-1(a) above, LADOT requests that the TMP mitigation measure include additional language that **requires** coordination with LADOT's Special Traffic Operations (STO). The STO Office at LADOT has extensive experience in the management of special event traffic and providing this coordination will ensure that the effective radius of the TMP will be applied to the greatest extent possible. The Project does not identify specific measures to address the potential impact to key City of Los Angeles corridors leading into the project. Therefore, it is imperative that further collaboration on this issue be afforded in order to fully explore potential mitigation. The discussion of this mitigation should also include direction to determine an appropriate agreement instrument in order ensure appropriate funding for any necessary event-day resources.

6. Intelligent Transportation Systems (ITS)
As illustrated in the ITS investment planned by the Project along various corridors within the City of Inglewood, the implementation of ITS measures is a critical mitigation action needed in order to ensure the capability for dynamic traffic management and that the signal systems of the different agencies communicate in real time. Since the DEIR discloses that several City of Los Angeles study intersections cannot be directly mitigated, LADOT would like the Project mitigation program to include a commensurate ITS package, to be determined in consultation with appropriate LADOT staff,that can be used to address these impacts.

All transportation improvements and associated traffic signal work within the City of Los Angeles will require final review and approval through the City's Bureau of Engineering B-Permit Program. Other suggested cooperative mitigation should coordinated through LADOT's West Los Angeles and Coastal Development Review Office.

SPECIFIC STUDY REPORT QUESTIONS / COMMENTS / CLARIFICATIONS

1. If the analytical scenarios are presumably presented in a lowest project activity level to highest project activity level manner then it is similarly presumed that any impacted location under a lower activity scenario will also be impacted under the higher activity scenario. Similarly, it is also presumed that

because the Cumulative analysis scenarios begin with a baseline level higher than the adjusted baseline analysis scenarios, it is expected that impacted locations will likely be affected under a greater number of cumulative scenarios than under the adjusted baseline analysis. Therefore, for those locations where this is not the case, please clarify. Some example locations are listed below:

a. Century Boulevard & Western Avenue and Manchester: significant impact identified under the Cumulative (With the Forum) Plus Major Event Weekday Post-Event Peak Hour scenario but not under the Cumulative (With the Forum and Mid-Sized event and NFL Stadium) plus Major Event Weekday Post-Event Peak Hour scenario. A similar result is shown for Manchester Avenue and Vermont Avenue.

b. Century Boulevard & Concourse Way: significant impact identified at this location under the Adjusted Baseline (With Mid-Size Event) Plus Major Event Weekday Pre-Event Peak Hour scenario but not under the Cumulative (With Mid-Sized Event) plus Major Event Weekday Pre-Event Peak Hour scenario.

2. Century Boulevard & Van Ness Avenue: the intersection CMA worksheets should be updated to reflect the current northbound lane configuration which is 1 left-turn lane, 1 through lane and 1 de-facto right-turn lane instead of 1 left-turn, 1 through and 1 through-right.

3. Tables / Figures: information needs to be cross-reference reviewed and corrected for locations that are not simultaneously identified in both presentations. Example, Manchester Avenue and Western Avenue Adjusted Baseline Plus Project Daytime Event PM Peak Hour impact is reflected in Figure 3.14-13 but not reflected in corresponding Table 3.14-59.

CONCLUSION

The project analysis identified significant potential impacts to key City of Los Angeles corridors leading to the project. The project analysis also identified the significant role TDM and event management planning will play in the mitigation program for this project. Therefore, in order to ensure the best possible strategy for fully addressing the potential impacts of this project, it is imperative that the final environmental impact review process include additional collaboration with LADOT so that critical coordination details can be fully explored and a final collaborative addressment plan can be determined.

If you have any questions, please contact Eddie Guerrero at 213-972-8476 or Robert Sanchez at 213-485-1062.

Sincerely,

For -> Tomas Carranza
Principal Engineer

c: Council District 8
Council District 11
Lupe Sandoval, LADOT Special Traffic Operations
Lisa Trifiletti, Perla Solis, Trifiletti Consulting
Tom Gaul, Netal Basu, Fear & Peers

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 30

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

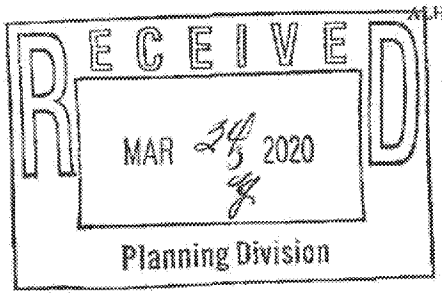
"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
http://dpw.lacounty.gov

MARK PESTRELLA, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

March 19, 2020



IN REPLY PLEASE
REFER TO FILE: LD-4

Ms. Mindy Wilcox
AICP, Planning Manager
City of Inglewood, Planning Division
1 West Manchester Boulevard, 4th Floor
Inglewood, CA 90201

Dear Ms. Wilcox:

DRAFT ENVIRONMENTAL IMPACT REPORT (RPPL2019007632)
INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER
CITY OF INGLEWOOD

Thank you for the opportunity to review the proposed project's Draft Environmental Impact Report (DEIR). The project would consist of an arena, approximately 915,000 square feet designed to host the Los Angeles Clippers basketball team with up to 18,000 fixed seats for the National Basketball Association games. The arena could also be configured with up to 500 additional temporary seats for events such as family shows, concerts, conventions, corporate events, and non-LA Clippers sporting events.

For specific revisions, additions, or deletions of wording directly from the project document the specific section, subsection, and/or item along with the page number is first referenced then the excerpt from the document is copied within quotations using the following nomenclature:

Deletions are represented by a ~~strikethrough~~.
Additions are represented by *italics* along with an underline.
Revisions are represented by a combination of the above.

1. General Comments

   A. The DEIR should disclose the following County proposed traffic enhancements in Westmont-West Athens:

      - The leading pedestrian intervals at the intersections of Century/Van Ness and Normandie/Century.

- Curb extensions at Century Boulevard/Gramercy Place (Intersection #51) at the southeast and northeast corners. Note that although these curb extensions will not impede right-turning vehicles, please include a comment to the consultant to ensure that defacto right turn lanes were not assumed at this intersection in their line-of-sight calculations.

B. The DEIR should disclose the following potential County traffic enhancements in Lennox:

- The leading pedestrian intervals at the intersections of Lennox/Inglewood, Lennox/Hawthorne, 111th/Hawthorne, Lennox/ Freeman, 104th/Inglewood, and 104th/Hawthorne.

For questions regarding comment No. 1, please contact Andrew Ross of Public Works, Transportation Planning and Programs Division, at (626) 300-4586 or aross@pw.lacounty.gov.

2. 3.7 Greenhouse Gas Emissions, 3.7.3 Regulatory Setting, 2017 Climate Change Scoping Plan Update, page 3.7-14 to 15:

The following revision should be made:

"SB 1383, which requires a 50 percent reduction in anthropogenic black carbon and a 40 percent reduction in hydrofluorocarbon and methane emissions below 2013 levels by 2030*, where methane emission reduction goals include a 75 percent reduction in the level of statewide disposal of organic waste from 2014 levels by 2025*; and"

For questions regarding comment No. 2, please contact Nilda Gemeniano of Public Works, Environmental Programs Division, at (626) 458-5184 or ngemenia@pw.lacounty.gov.

3. Hydrology and Water Quality, 3.9.1 Environmental Setting, Flooding, page 3.9-8 to 9:

The document should clarify that the 100-year flood has a 1 percent chance of occurring in any given year and the 500-year flood has a 0.2 percent chance of occurring in any given year.

4. 3.9 Hydrology and Water Quality, 3.9.3 Regulatory Setting, Federal, page 3.9-13 to 14:

   The document should clarify that the Code of Federal Regulations discussed is set forth by the National Flood Insurance Program's development standards for projects within floodplains.

5. 3.9 Hydrology and Water Quality, Impact and Mitigation (Impact 3.9-3), Analysis, page 3.9-29 to 30:

   The document should clarify the rainfall frequency used in the runoff analysis. It is different than those of FEMA.

   For questions regarding comment Nos. 3 to 5, please contact Jason Rietze of Public Works, Storm Water Planning Division, at (626) 300-3248 or jrietze@pw.lacounty.gov.

6. 3.14 Transportation and Circulation, 3.14.1 Environmental Setting, Operation, page 3.14-19 to 34:

   Tables 3.14-7 and 3.14-8 should note the following intersections as either shared jurisdiction with the County or entirely within the County:

   - Intersection #50 – Century Boulevard and Van Ness Avenue
   - Intersection #66 – Lennox Boulevard and Freeman Avenue
   - Intersection #74 – Hawthorne Boulevard and Westbound 105 off-ramp

7. Summary, Summary Table S-2, 3.14 Transportation and Circulation (b), page S 87:

   Clarify the type of pedestrian flow management that will be used. The document should note the type of proposed management, particularly in the southwest corner of the proposed project site.

   For questions regarding comment Nos. 6 and 7, please contact Andrew Ross of Public Works, Transportation Planning and Programs Division, at (626) 300-4586 or aross@pw.lacounty.gov.

8. 3.14 Transportation and Circulation, No. 3.14.4 Analysis Impacts and Mitigation through 3.14.5 Analysis Impacts and Mitigations with Concurrent Events:

The DEIR only considers line of sight E or F results as significant; however, multiple County intersections have significant impacts at LOS D, C, etc, thresholds. Please include/denote these as significant impacts as well and then address them in the mitigation section.

- Please use the enclosed ICU methodology for all signalized intersections and unsignalized intersections within or shared with the County.
- Address mitigations for each County-impacted intersection.
- Provide an event management plan to Public Works for review.

For questions regarding comment No. 8, please contact Kent Tsujii of Public Works, Traffic Safety and Mobility Division, at (626) 300-4776 or ktsujii@pw.lacounty.gov.

9. 3.15 Utilities and Service Systems, 3.15.16 Impact and Mitigation (Impact 3.15.11), Operation, page 3.15-80 to 81:

The document should clarify how the venue will comply with existing Assembly Bill 1826 (2014) law and future pending organic waste regulations per State Bill 1383 (2016). By the time the project is constructed, on-site facilities are expected to generate organic waste and will need to have systems in place to recycle their organic waste. Per State Bill 1383 regulations, the venue may be required to implement a food recovery program as a Tier 2 edible food waste generator.

10. 3.15 Utilities and Service Systems, 3.15.15 Regulatory Setting, State, page 3.15-75 to 76:

The following revision should be made:

"AB 939 also requires each city and county to promote source reduction, recycling, and safe disposal or transformation. Cities and counties are required to maintain the 50 percent diversion specified by AB 939 past the year 2000. ~~AB 939 also requires each city and county to promote source reduction, recycling, and safe disposal or transformation.~~ The City of Inglewood's City-wide diversion rate per AB 939 was 62 percent in 2010."

For questions regarding comment Nos. 9 and 10, please contact Nilda Gemeniano of Public Works, Environmental Programs Division, at (626) 458-5184 or ngemenia@pw.lacounty.gov.

We request the opportunity to review the future environmental document for this project when it is available. If you have any questions or require additional information, please contact Jose Suarez of Public Works, Land Development Division, at (626) 458-4921 or jsuarez@pw.lacounty.gov.

Very truly yours,

MARK PESTRELLA
Director of Public Works

ANTHONY NYIVIH
Assistant Deputy Director
Land Development Division

JDC:kt
S:\PCHECK\PLANCHECKINGFILES\PROJECTS\SUBMITTEDBYOTHERAGENCIES\RPPL2019007622\INGLEWOODBASKETBALLANDENTERT.CENTER\DPWNOTCLEARED2020-03-3.

Enc.

Signalized Intersection (ICU Methodology)

ICU Level of Service	
LOS	V/C Ratio
A	0.00 – 0.60
B	0.61 – 0.70
C	0.71 – 0.80
D	0.81 – 0.90
E	0.91 – 1.00
F	> 1.00

ICU Significant Impact		
Pre-Project LOS	V/C Ratio	Project V/C Increase
A/B	0.00 – 0.70	Causing up to 0.75
C	0.71 – 0.80	≥ 0.04 (4%)
D	0.81 – 0.90	≥ 0.02 (2%)
E/F	0.91 or more	≥ 0.01 (1%)

Unsignalized Intersection (HCM Methodology)

HCM Level of Service	
LOS	Delay (sec/veh)
A	0 to 10
B	>10 to 15
C	> 15 to 25
D	> 25 to 35
E	> 35 to 50
F	> 50

HCM Significant Impact		
Pre-Project LOS	Delay (sec/veh)	Project Significant Impact
A/B/C	0 to 25	Causing LOS D or worse
D	> 25 to 35	5.0 seconds delay increase
E/F	> 35	2.5 seconds delay increase

Source: LA County Traffic Impact Analysis Report Guidelines (May 2007).

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 31

Well Finder

CalGEM GIS

More Info | Help | ©

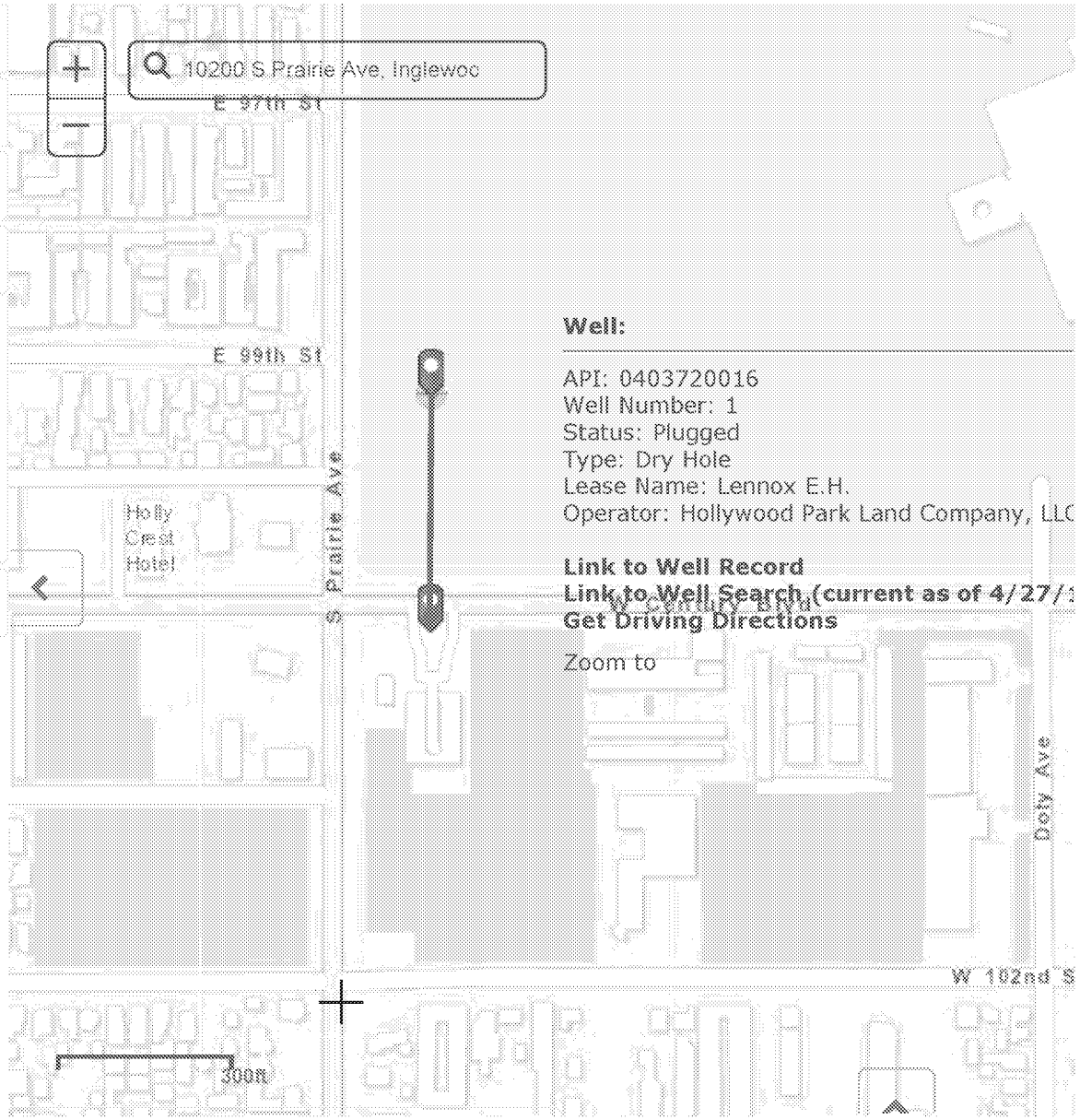
- Well Status and Well Type Filter
- Search
- Zoom to Field
- Measurement

| Feet

Measurement Result

449.8 Feet

- Layers



The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 32

L.A. Clippers, city, worried MSG would learn of Inglewood arena plans

Documents show 2016 effort to keep MSG from learning about the project

TRD LOS ANGELES
February 26, 2019 04:16 PM
Staff

From left: James Dolan, Steve Ballmer, and James Butts with a map of the proposed site

Representatives for the City and the Los Angeles Clippers privately expressed concern almost three years ago that Madison Square Garden Company would learn about the team's plans for a new NBA arena in Inglewood.

As early as April 2016, both parties worried whether MSG would find out about the arena before the New York-based company agreed to surrender the parking lease, the Los Angeles Times reported, citing documents recently made public by Los Angeles County Superior Court.

MSG doesn't want a competing arena about a mile from the Forum Arena, after recently investing $100 million to renovate it for concerts and other performances. The company is concerned the Clippers' arena near Century Boulevard could also be used for such events.

The project, which is subject of another lawsuit, also calls for a practice facility, office space, a sports medicine clinic, retail space, and a hotel.

L.A. Clippers owner Steve Ballmer is planning to build the Inglewood Basketball and Entertainment Center across from the L.A. Rams' stadium development. Some of the land had been leased to MSG for the Forum, but the company terminated that lease in 2017.

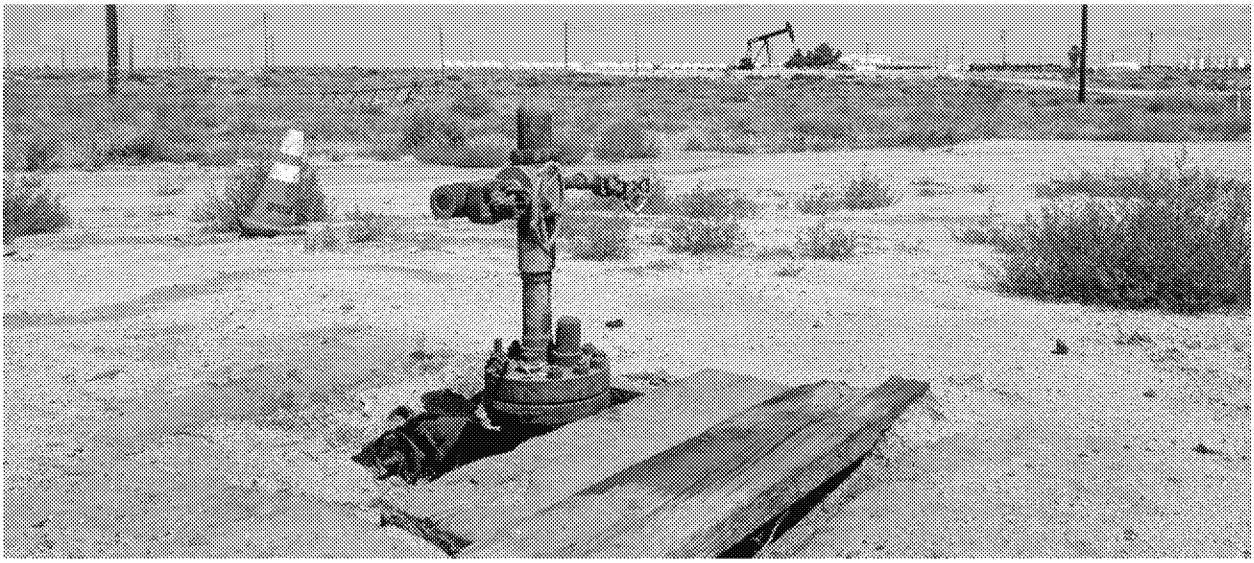
MSG is suing the city, claiming Mayor James Butts tricked them into forfeiting the lease to make room an office park development, not a competing arena. The mayor has denied the allegations. In a court deposition in August, he said he originally told the Clippers that Inglewood did not have any sites available for an arena.

The Clippers' lease at Staples Center, about 11 miles from the proposed new arena, expires in 2024, when the team expects to move to Inglewood. [LAT] – Gregory Cornfield

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 33

FRACTRACKER ALLIANCE



Idle Wells are a Major Risk

April 3, 2019 / 0 Comments / in Air, Articles, Data and Analysis, Health & Safety, Infrastructure, Legislation & Politics, Water, Wells / by Kyle Ferrar, MPH

Designating a well as "idle" is a temporary solution for operators, but comes at a great economic and environmental cost to Californians

Idle wells are oil and gas wells which are not in use for production, injection, or other purposes, but also have not been permanently sealed. During a well's productive phase, it is pumping and producing oil and/or natural gas which profit its operators, such as Exxon, Shell, or California Resources Corporation. When the formations of underground oil pools have been drained, production of oil and gas decreases. Certain techniques such as hydraulic fracturing may be used to stimulate additional production, but at some point operators decide a well is no longer economically sound to produce oil or gas. Operators are supposed to retire the wells by filling the well-bores with cement to permanently seal the well, a process called "plugging."

A second, impermanent option is for operators to forego plugging the well to a later date and designate the well as idle. Instead of plugging a well, operators cap the well. Capping a well is much cheaper than plugging a well and wells can be capped and left "idle" for indefinite amounts of time.

Well plugging

Unplugged wells can leak explosive gases into neighborhoods and leach toxic fluids into drinking waters. Plugging a well helps protect groundwater and air quality, and prevents greenhouse gasses from escaping and expediting climate change. Therefore it's important that idle wells are plugged.

While plugging a well does not entirely eliminate all risk of groundwater contamination or leaking greenhouse gases, (read more on FracTracker's coverage of plugged wells) it does reduce these risks. The longer wells are left idle, the higher the risk of well casing failure. Over half of California's idle wells have been idle for more than 10 years, and about 4,700 have been idle for over 25 years. A report by the U.S. EPA noted that California does not provide the necessary regulatory oversite of idle wells to protect California's underground sources of drinking water.

Wells are left idle for two main reasons: either the cost of plugging is prohibitive, or there may be potential for future extraction when oil and gas prices will fetch a higher profit margin. While idle wells are touted by industry as assets, they are in fact liabilities. Idle wells are often dumped to smaller or questionable operators.

Orphaned wells

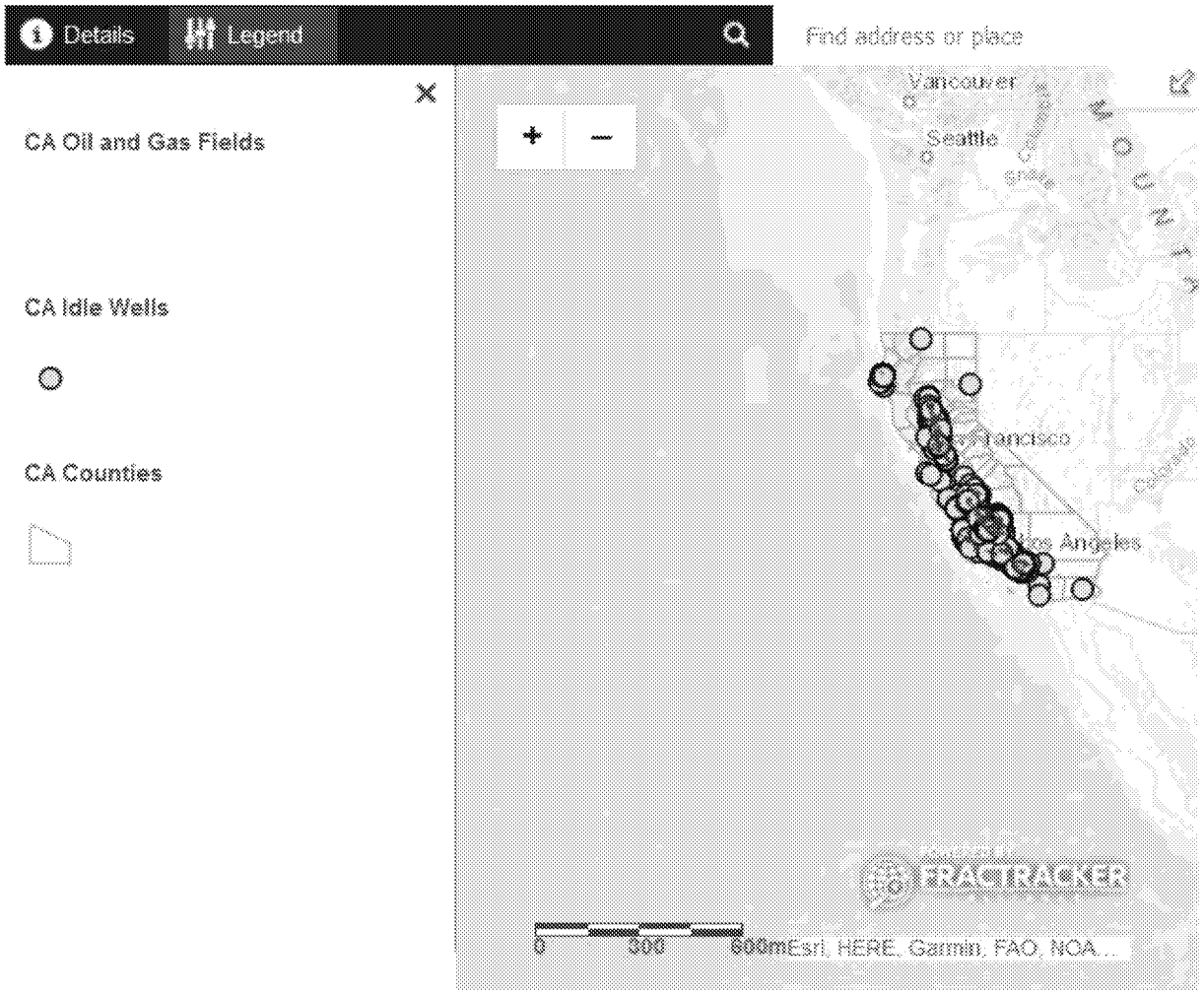
Wells that have passed their production phase can also be "orphaned." In some cases, it is possible that the owner and operator may be dead! Or, as often happens, the smaller operators go out of business with no money left over to plug their wells or resume pumping. When idle wells are orphaned from their operators, the state becomes responsible for the proper plugging and abandonment.

The cost to plug a well can be prohibitively high for small operators. If the operators (who profited from the well) don't plug it, the costs are externalized to states, and therefore, the public. For example, the state of California plugged two wells in the Echo Park neighborhood of Los Angeles at a cost of over $1 million. The costs are much higher in urban areas than, say, the farmland and oilfields of the Central Valley.

Since 1977, California has permanently sealed about 1,400 orphan wells at a cost of $29.5 million, according to reports by the Division of Oil, Gas, and Geothermal Resources (DOGGR). That's an average cost of about $21,000 per well, not accounting for inflation. From 2002-2018, DOGGR plugged about 600 wells at a cost of $18.6 million; an average cost of about $31,000.

Where are they?

Map of California's Idle Wells



View map fullscreen | *How FracTracker maps work*

The map above shows the locations of idle wells in California. There are 29,515 wells listed as idle and 122,467 plugged or buried wells as of the most recent DOGGR data, downloaded 3/20/19. There are a total of 245,116 oil and gas wells in the state, including active, idle, new (permitted) or plugged.

Of the over 29,000 wells are listed as idle, only 3,088 (10.4%) reported production in 2018. Operators recovered 338,201 barrels of oil and 178,871 cubic feet of gas from them in 2018. Operators injected 1,550,436,085 gallons of water/steam into idle injection wells in 2018, and 137,908,884 cubic feet of gas.

The tables below (Tables 1-3) provide the rankings for idle well counts by operator, oil field, and county (respectively). Chevron, Aera, Shell, and California Resources Corporation have the

most idle wells. The majority of the Chevron idle wells are located in the Midway Sunset Field. Well over half of all idle wells are located in Kern County.

Table 1. Idle Well Counts by Operator

	Operator Name	Idle Well Count
1	Chevron U.S.A. Inc.	6,292
2	Aera Energy LLC	5,811
3	California Resources Production Corporation	3,708
4	California Resources Elk Hills, LLC	2,016
5	Berry Petroleum Company, LLC	1,129
6	E & B Natural Resources Management Corporation	991
7	Sentinel Peak Resources California LLC	842
8	HVI Cat Canyon, Inc.	534
9	Seneca Resources Company, LLC	349
10	Crimson Resource Management Corp.	333

Table 2. Idle Well Counts by Oil Field

	Oil Field	Count by Field
1	Midway-Sunset	5,333
2	Unspecified	2,385
3	Kern River	2,217
4	Belridge, South	2,075
5	Coalinga	1,729
6	Elk Hills	958
7	Buena Vista	887
8	Lost Hills	731
9	Cymric	721
10	Cat Canyon	661

Table 3. Idle Well Counts by County

	County	Count by County
1	Kern	17,276
2	Los Angeles	3,217
3	Fresno	2,296
4	Ventura	2,022
5	Santa Barbara	1,336
6	Orange	752
7	Monterey	399
8	Kings	212
9	San Luis Obispo	202
10	Sutter	191

Risks

According to the Western States Petroleum Association (WSPA) the count of idle wells in California has increased from just over 20,000 idle wells in 2015 to nearly 30,000 wells in 2018! That's an increase of nearly 50% in just 3 years!

Nobody knows how many orphaned wells are actually out there, beneath homes, in forests, or in the fields of farmers. The U.S. EPA estimates that there are more than 1 million of them across the country, most of them undocumented. In California, DOGGR officially reports that there are 885 orphaned wells in the state.

A U.S. EPA report on idle wells published in 2011 warned that existing monitoring requirements of idle wells in California was "not consistent with adequate protection" of underground sources of drinking water. Idle wells may have leaks and damage that go unnoticed for years, according to an assessment by the state Department of Conservation (DOC). The California Council on Science and Technology is actively researching this and many other issues associated with idle and orphaned wells. The published report will include policy recommendations considering the determined risks. The report will determine the following:

- State liability for the plugging and abandoning of deserted and orphaned wells and decommissioning facilities attendant to such wells
- Assessment of costs associated with plugging and abandoning deserted and orphaned wells and decommissioning facilities attendant to such wells
- Exploration of mechanisms to ameliorate plugging, abandoning, and decommissioning burdens on the state, including examples from other regions and questions for policy makers to consider based on state policies

Current regulation

As of 2018, new CA legislation is in effect to incentivize operators to properly plug and abandon their stocks of idle wells. In California, idle wells are defined as wells that have not had a 6-month continuous period of production over a 2-year period (previously a 5-year period). The new regulations require operators to pay idle well fees. The fees also contribute towards the plugging and proper abandonment of California's existing stock of orphaned wells. The new fees are meant to act as bonds to cover the cost of plugging wells, but the fees are far too low:

- $150 for each well that has been idle for 3 years or longer, but less than 8 years
- $300 for each well that has been idle for 8 years or longer, but less than 15 years
- $750 for each well that has been idle for 15 years or longer, but less than 20 years
- $1,500 for each well that has been idle for 20 years or longer

Operators are also allowed to forego idle well fees if they institute long-term idle well management and elimination plans. These management plans require operators to plug a certain number of idle wells each year.

In February 2019, State Assembly member Chris Holden introduced an idle oil well emissions reporting bill. Assembly bill 1328 requires operators to monitor idle and abandoned wells for leaks. Operators are also required to report hydrocarbon emission leaks discovered during the well plugging process. The collected results will then be reported publicly by the CA Department of Conservation. According to Holden, "Assembly Bill 1328 will help solve a critical knowledge gap associated with aging oil and gas infrastructure in California."

While the majority of idle wells are located in Kern County, many are also located in California's South Coast region. Due to the long history and high density of wells in the Los Angeles, the city has additional regulations. City rules indicate that oil wells left idle for over one year must be shut down or reactivated within a month after the city fire chief tells them to do so.

Who is responsible?

All of California's wells, from Kern County to three miles offshore, on private and public lands, are managed by DOGGR, a division of the state's Department of Conservation. Responsibilities include establishing and enforcing the requirements and procedures for permitting wells, managing drilling and production, and at the end of a well's lifecycle, plugging and "abandoning" it.

To help ensure operator liability for the entire lifetime of a well, bonds or well fees are required in most states. In 2018, California updated the bonding requirements for newly permitted oil and gas wells. These fees are in addition to the aforementioned idle well fees. Operators have the option of paying a blanket bond or a bond amount per well. In 2018, these fees raised $4.3 million.

Individual well fees:

- Wells less than 10,000 feet deep: $10,000
- Wells more than 10,000 feet deep: $25,000

Blanket fees:

- Less than 50 wells: $200,000
- 50 to 500 wells: $400,000
- 500 to 10,000 wells: $2,000,000
- Over 10,000 wells: $3,000,000

With an average cost of at least $31,000 to plug a well, California's new bonding requirements are still insufficient. Neither the updated individual nor blanket fees provide even half the cost required to plug a typical well.

Conclusions

Strategies for the managed decline of the fossil fuel industry are necessary to make the proposal a reality. Requiring the industry operators to shut down, plug and properly abandon wells is a step in the right direction, but California's new bonding and idle well fees are far too low to cover the cost of orphan wells or to encourage the plugging of idle wells. Additionally, it must be stated that even properly abandoned wells have a legacy of causing groundwater contamination and leaking greenhouse gases such as methane and other toxic VOCs into the atmosphere.

By Kyle Ferrar, Western Program Coordinator, FracTracker Alliance

Cover photo: Kerry Klein, Valley Public Radio

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 34

ANDERSEN ENVIRONMENTAL

PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT

Performed at:

3401-3415 East 1st Street and 116-126 Lorena Street
Los Angeles, California 90063
Assessor's Parcel Number: 5179-019-900

Prepared for:

A Community of Friends
3701 Wilshire Boulevard, Suite 700
Los Angeles, California 90010

Andersen Environmental Project No.:

1408-1425

Date:

August 29, 2014

5261 West Imperial Highway, Los Angeles, California 90045
Toll Free: 888-705-6300 Phone: 310-854-6300 Fax: 310-854-0199 Web: www.AndersenEnviro.com

products to be harmful to health. Many of the by-products of mold and fungus (mildew) are irritating to skin, eyes and respiratory tracts. Some molds produce true allergic sensitization and allergic reactions in susceptible people. Some molds produce toxic by-products that could be harmful to skin, and poisonous if ingested or inhaled in quantity. Persons with compromised immune systems may even experience systemic fungal infections of the respiratory tract.

Andersen Environmental observed a limited amount of interior areas of the subject building(s) in order to identify the significant, visible presence of mold. This activity was not intended to discover all areas which may be affected by mold growth at the subject property. Potential areas of mold not observed as part of this limited assessment, include but are not limited to, possibly in pipe chases, HVAC systems and behind enclosed walls and ceilings, may be present on the subject property. A complete mold assessment, which may include various types of sampling, would be required to determine if mold levels within the subject building(s) are at levels acceptable by industry standards.

- As there are no onsite structures, Andersen Environmental did not observe visible or olfactory indications of the presence of mold, nor did Andersen Environmental observe obvious indications of significant water damage.

7.6 METHANE GAS

In response to growing concern regarding methane intrusion into buildings and to the potential for methane build-up underneath buildings, certain municipalities have established methane requirements for structures based on the proximity to oil wells and landfills. If a subject property is located in the proximity of active or abandoned oil wells or landfills, methane mitigation devices installed prior to construction activities at a subject property may be necessary.

- The City of Los Angeles Methane Zone map was reviewed to determine if the subject property is located in a methane or methane buffer zone. According to the map reviewed, the subject property is located within a methane buffer zone. Additionally, based on files reviewed at the Division of Oil, Gas and Geothermal Resources (DOGGR) an oil well was advanced on the subject property to a depth of 4,587 feet bgs circa 1949. The well was plugged using cement and abandoned. However, oil wells, even when properly abandoned, can act as preferential pathways for subsurface gases to reach the surface. Due to the potential environmental risk associated with construction in methane and methane buffer zones, and the presence of an abandoned oil well on the subject property, a methane assessment is recommended prior to any redevelopment activities.

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 35

CITY OF INGLEWOOD

OFFICE OF THE CITY MANAGER

Inglewood All-America City 2009

DATE: May 5, 2020

TO: Mayor and Council Members

FROM: Economic and Community Development Department

SUBJECT: Agreement with Curtis-Rosenthal, Inc. for Real Estate Appraisal Services

RECOMMENDATION:
It is recommended that the Mayor and Council Members approve an Agreement with Curtis-Rosenthal, Inc. for real estate appraisal services for the proposed IBEC Project in an amount not to exceed $233,000, subject to the approval of an Advance Fund Agreement with Murphy's Bowl LLC.

BACKGROUND:
On August 15, 2017, the City of Inglewood (City), City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency (Successor Agency) and Inglewood Parking Authority (Authority) approved an Amended and Restated Exclusive Negotiating Agreement (ENA) with Murphy's Bowl LLC concerning the proposed potential acquisition of various parcels of real properties located in the City of Inglewood to facilitate the proposed development of a premier and state-of-the-art National Basketball Association professional basketball arena consisting of approximately 18,000 to 20,0000 seats and ancillary uses.

DISCUSSION:
As part of the ongoing negotiations to prepare a Disposition and Development Agreement (DDA) providing for the potential development of certain City-owned, Successor Agency-owned and privately-owned parcels (the "Potential Project Parcels") as contemplated by the ENA, the City requires that the Potential Project Parcels be appraised to determine their fair market value. Pursuant to the Scope of Work, Curtis-Rosenthal will perform the necessary research, investigation, and analysis to provide written appraisal reports of each of the Potential Project Parcels in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and Public Law 91-646 (the Uniform Act) as they pertain to real property valuations. The subject appraisal work will include 52 City-owned parcels, 13 Successor Agency –owned parcels, and 10 privately-owned parcels, which shall be payable on a per appraised parcel basis as set forth the Scope of Work.

Staff is in the process of securing an Advance Fund Agreement with Murphy's Bowl LLC to fund this expenditure, which will subsequently be submitted to the City Council for consideration and approval.

FINANCIAL/FUNDING ISSUES AND SOURCES:
There is no negative impact to the General Fund as the expenditures for this agreement will be funded upon the approval of an Advance Fund Agreement with Murphy's Bowl LLC.

LEGAL REVIEW VERIFICATION:
Administrative staff has verified the legal documents accompanying this report has been submitted to, reviewed and approved by the Office of the City Attorney.

DP-4

FINANCE REVIEW VERIFICATION:
Administrative staff has verified that this report in its entirety, has been submitted to, reviewed and approved by the Finance Department.

BUDGET REVIEW VERIFICATION:
Administrative staff has verified that this report in its entirety, has been submitted to, reviewed and approved by the Budget Division.

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1: Agreement

APPROVAL VERIFICATION SHEET

PREPARED BY:
Christopher E. Jackson, Sr., Sr. Economic and Community Development Director

COUNCIL PRESENTER:
Christopher E. Jackson, Sr., Sr. Economic and Community Development Director

DEPARTMENT HEAD APPROVAL: _____
Christopher E. Jackson, Sr., ECD Director

CITY MANAGER APPROVAL: _____
Artie Fields, City Manager

AGREEMENT NO.: _____

This Agreement is made and entered into this ____ day of _____, 2020, by and between the City of Inglewood, a municipal corporation and charter city, ("City") located at One Manchester Boulevard, Inglewood, California 90301, and Curtis-Rosenthal, Inc., a California corporation ("Contractor") located at 5901 West Century Boulevard, Suite 1230, Los Angeles, California 90045. The City and Contractor are hereinafter sometimes referred to collectively as the "Parties".

WHEREAS, City desires to obtain the services of an experienced and qualified firm to provide real estate appraisal services; and

WHEREAS, Contractor represents itself as a qualified real estate appraisal firm capable of providing the required appraisal services; and

WHEREAS, Contractor represents that it is familiar with State and Federal laws and such other rules and regulations governing appraisal services; and

WHEREAS, appraisal services are exempt from competitive bidding as a professional service under Inglewood Municipal Code section 2-198.1(g);

NOW, THEREFORE, the City and Contractor agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

Contractor agrees to perform the real estate appraisal services detailed in the attached Scope of Work, incorporated herein by this reference.

ARTICLE 2 – SCOPE OF CITY'S DUTIES

The City shall provide Contractor with such information as is available and possessed by the City and normally required and supplied to contractors performing appraisal services.

ARTICLE 3 – COMPENSATION

Contractor shall be compensated at a not-to-exceed amount of **Two Hundred Thirty-Three Thousand Dollars ($233,000)**, payable on a per appraised parcel basis as set forth in Exhibit A to the attached Scope of Work.

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Contractor shall invoice the City not more frequently than thirty (30) calendar days for services authorized hereunder and performed. Contractor shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of the City and shall certify, on each invoice, that it is entitled to receive the amount invoiced.

All invoices submitted by Contractor shall contain: (1) date of invoice; (2) sequential invoice number; (3) City agreement number; (4) description of the services billed/parcels appraised; (5) total agreement amount; (6) total amount for services, including itemization of all parcels appraised, as identified in Exhibit A to the Scope of Work; (7) total billed to date (by total for the Agreement and subtotal for each category, i.e., City of Inglewood Parcels, Successor Agency Parcels and Privately Owned Parcels); and (8) total remaining balance of the Agreement (i.e., total for the Agreement and subtotal for each parcel category (i.e., City, Successor Agency or Private)).

Contractor agrees that, should work be performed outside of the Scope of Services without prior written approval of the City, such work shall be deemed to be gratuitous on the part of Contractor, and Contractor shall have no claim against the City for reimbursement of such work. Furthermore, City shall not be charged any late fee or penalty for delays in the payment of any invoice.

ARTICLE 4 – TERM & TERMINATION

This Agreement is for one year, commencing on the date first written above. This Agreement is subject to termination by the City upon its own discretion, or when conditions encountered during the work contemplated hereunder make it impossible or impracticable to proceed, or when City is prevented from proceeding with the Agreement by law or official action of a public authority. Contractor, upon receipt of a written notice of termination, shall immediately cease rendering any additional services to the City. Such notice shall not, however, relieve the City of the obligation to pay the fees due for services rendered and costs incurred prior to such termination, provided that

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any compensation shall not exceed the maximum compensation amount authorized under this Agreement.

ARTICLE 5 – NOTICE

Any notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service, when properly addressed, posted and mailed to the respective Parties as follows:

City:
Artie Fields, City Manager
City of Inglewood
1 Manchester Blvd., 4th Floor
Inglewood, CA 90301

Contractor:
Joe Villegas, MAI
Curtis-Rosenthal, Inc.
5901 W. Century Blvd., Suite 1230
Los Angeles, CA 90045

With a Copy to:
Yvonne Horton, City Clerk
City of Inglewood
1 Manchester Blvd.
Inglewood, CA 90301

Agent for Service of Process:
David Michael Rosenthal
Curtis-Rosenthal, Inc.
5901 W. Century Blvd., Suite 1230
Los Angeles, CA 90045

ARTICLE 6 – INDEPENDENT CONTRACTOR

The Contractor enters into this Agreement as an independent contractor and not as an employee of the City. The Contractor shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors, or subcontractors hired or retained by the Contractor are employees, agents, contractors, or subcontractors of the Contractor and not the City. The City shall not be obligated in any way to pay any wage claims or other claims made against the Contractor by any such employee, agent, contractor, or subcontractor, or any other person resulting from the performance of this Agreement. The City shall not have the right to direct and control the manner and means in which the Contractor carries out the work contemplated by this Agreement. The City shall not train nor provide instruction to the Contractor for the carrying out of the services contemplated by this Agreement.

Contractor shall read and comply with the applicable provisions of section 1090 and 87100 et seq. of the Government Code, and the City's Conflict of Interest Code, relating to conflicts of interest of public officers and employees, including independent contractors.

ARTICLE 7 – INSURANCE

Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California and having a current A.M. Best rating of not less than A:VII.

Insurance Verification. Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Commencement of Services. Contractor, and/or sub-Contractor, shall not commence services under this Agreement until it has provided evidence satisfactory to the City Attorney that it has secured all insurance required under this Article. Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of work hereunder by the Contractor, its agents, representatives, or employees. The cost of such insurance shall be borne by the Contractor.

Minimum Scope and Limits of Insurance. Contractor shall obtain and maintain during the life of this Agreement all of the following insurance coverage:

1. Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One

Million Five Hundred Thousand Dollars ($1,500,000), combined single limits, per occurrence and aggregate.

2. Automobile liability for any vehicle (Code 1) with a policy limit of not less than One Million Five Hundred Thousand Dollars ($1,500,000), combined single limits, per occurrence and aggregate.

3. Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

4. Professional errors and omissions ("E&O") liability insurance with policy limit of not less than One Million Five Hundred Thousand Dollars ($1,500,000), combined single limits, per occurrence and aggregate. Contractor shall obtain and maintain said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Endorsements. The comprehensive general liability insurance and auto insurance policies shall contain or be endorsed to contain the following provisions:

1. Additional insureds: "The City of Inglewood and its officials, officers, agents, employees and volunteers are additional insureds with respect to this subject project and contract with the City."

2. Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to the City. City will accept ten (10) days prior written notice for non-payment of premium.

3. Primary Insurance & Non-contributing Insurance: "This insurance is primary and any other insurance maintained by the City of Inglewood shall be excess and not contributing with the insurance provided by this policy."

Deductibles. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured

retention shall be approved in advance by the City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

ARTICLE 8 – INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the City, its officers, officials, employees, agents, and volunteers (collectively "Indemnities") from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of the performance of the work described herein, caused in whole or in party by any negligent act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Indemnities.

If any action or proceeding is brought against the Indemnities by reason of any of the matters in which the Contractor has agreed to indemnify the Indemnities as provided herein, Contractor, upon notice from the City, shall defend Indemnities at Contractor's sole expense with counsel acceptable to and approved by the City, which acceptability and approval shall not be unreasonably withheld. Indemnities need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Contractor under this Agreement shall ensure Contractor's obligations hereunder, but the limits of such insurance shall not limit the liability of Contractor hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 9 – FINDINGS CONFIDENTIAL

All reports, documents, information, data, findings, conclusions, and any other similar record prepared or assembled by Contractor under this Agreement are confidential to the fullest extent authorized by the California Public Records Act. Contractor agrees that no records prepared or assembled by it under this Agreement shall

be made available to any individual or organization without prior written approval of the City, unless required by law.

ARTICLE 10 – NONASSIGNABILITY

The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications of and capability of the firm which will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the City. Any attempted unauthorized assignment shall be ineffective, null, and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or novation, without prior written approval of the City.

ARTICLE 11 – EQUAL EMPLOYMENT OPPORTUNITY

Contractor agrees that during the performance of this Agreement it shall not discriminate against any employee or applicant for employment because of race, creed, religion, color, sex, sexual orientation, gender identity, age, disability, national origin or any other legally protected class or status. Contractor shall comply with all applicable federal, state, and local laws, policies, regulations, and requirements related to equal opportunity and nondiscrimination in the recruitment and employment of persons performing services under this Agreement.

ARTICLE 12 – GOVERNING LAW AND VENUE

This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503. In the

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event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

ARTICLE 13 – MISCELLANEOUS

Authority to Sign Agreement. The person executing this Agreement on the behalf of Contractor warrants that: (1) the Contractor is duly organized, existing, and authorized to conduct business in the State of California; (2) he/she is duly authorized to execute this Agreement on behalf of the Contractor; (3) by so executing this Agreement, the Contractor is formally bound to the provisions of this Agreement; and (4) the entering of this Agreement does not violate any provision of any other Agreement to which Contractor is bound.

Non-exclusive Agreement. This is a non-exclusive agreement for real estate appraiser services, and the City may, in its sole discretion, hire any other real estate appraiser to perform similar services.

Prevailing Wages (If Applicable). Contractor is aware of the requirements of California Labor Code section 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services to be performed under this Agreement are subject to the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws.

Labor Certification. By signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of services under this Agreement.

Interpretation. The Parties waive any benefit from the principle of *contra proferentum* and interpreting ambiguities against the drafter. No party shall be deemed to be the drafter of this Agreement, or of any particular provision hereof, and no part of

this Agreement shall be construed against any party on the basis that the particular party is the drafter of such part.

No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

Titles. Article titles, paragraph titles, or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

Counterparts. This Agreement may be executed in counterparts, and when each party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with the other signed counterpart shall constitute one Agreement, which shall be binding upon and effective as to all parties hereto.

Severability. If any provision of this Agreement is to any extent illegal, invalid, or incapable of being enforced, such provision shall be deemed severable and excluded from this Agreement to the extent of such illegality, invalidity or unenforceability; and the remainder of this Agreement shall continue in full force and effect unless the application of this severability provision should render a material term of this Agreement meaningless, in which case the entire Agreement is void.

ARTICLE 14 – ENTIRE AGREEMENT

This Agreement and any document, exhibit, or instrument attached hereto or referred to herein, integrate all terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings with respect to the subject matter hereof. In the event of any conflict between the terms, conditions, covenants and provisions of this Agreement and any other document, exhibit, or instrument, the terms, conditions, covenants and provisions of this Agreement shall prevail.

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IN WITNESS WHEREOF, the City of Inglewood and Contractor, have executed this Agreement as of the date first written above.

CITY OF INGLEWOOD	**CURTIS-ROSENTHAL, INC.**
_____	_____
James T. Butts, Jr., Mayor	Joe Villegas, Director

ATTEST:

_____
Yvonne Horton, City Clerk

APPROVED AS TO FORM:

_____
Kenneth Campos, City Attorney

\\ING-DATA3\Legal\MPAN\Contracts\(Planning) Curtis-Rosenthal Inc. Appraiser Services.doc

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 36

From: Chris Ganson, Senior Advisor for Transportation, Governor's Office of Planning and Research
To: Kate Gordon, Director, Governor's Office of Planning and Research
Date: December 4, 2019
Re: IBEC AB 987 Application Travel Efficiency

AB 987 contains specific requirements for project auto trip reduction:

> *(B) (i) Requires a transportation demand management program that, upon full implementation, will achieve and maintain a 15-percent reduction in the number of vehicle trips, collectively, by attendees, employees, visitors, and customers as compared to operations absent the transportation demand management program.*
> *(ii) To accelerate and maximize vehicle trip reduction, each measure in the transportation demand management program shall be implemented as soon as feasible, so that no less than a 7.5-percent reduction in vehicle trips is achieved and maintained by the end of the first NBA season during which an NBA team has played at the arena.*
> *(iii) A 15-percent reduction in vehicle trips shall be achieved and maintained as soon as feasible, but not later than January 1, 2030. The applicant shall verify achievement to the lead agency and the Office of Planning and Research.*
> *(iv) If the applicant fails to verify achievement of the reduction required by clause (iii), the lead agency shall impose additional feasible measures to reduce vehicle trips by 17 percent, or, if there is a rail transit line with a stop within one-quarter mile of the arena, 20 percent, by January 1, 2035.*
> *...*
> *(6) "Transportation demand management program" means a specific program of strategies, incentives, and tools to be implemented, with specific annual status reporting obligations in accordance with paragraph (5) of subdivision (b), to reduce vehicle trips by providing opportunities for event attendees and employees to choose sustainable travel options such as transit, bicycle riding, or walking. A specific program of strategies, incentives, and tools includes, but is not limited to, the following:*
> *(A) Provision of shuttles, charter buses, or similar services from a major transit stop to serve arena events.*
> *(B) Provision of onsite electric vehicle charging stations in excess of applicable requirements.*
> *(C) Provision of dedicated parking for car-share or zero-emission vehicles, or both types of vehicle, in excess of applicable requirements.*
> *(D) Provision of bicycle parking in excess of applicable requirements.*
> *(E) Inclusion of a transit facility with area dedicated to shuttle bus staging, ride share, bicycle parking, and other modalities intended to reduce the use of single occupant vehicles.*

According to AB 987, the project's Travel Demand Management (TDM) program must achieve trip reduction of 15 percent by January 1, 2030 and 7.5 percent by the end of the first NBA season. The TDM program is required to include specific measures, as listed in the statute.

The project's *AB 987 Application for the Inglewood Basketball and Entertainment Center Project* describes a program of TDM measures which includes the components required by AB 987 and which it estimates will reduce the total number of auto trips (event and ancillary) by 15.151 percent (*AB 987 Application for the Inglewood Basketball and Entertainment Center Project*, Attachment D, p. 18). To a greater extent than TDM measures applied to residential and office projects, a stadium TDM program is unique and its effectiveness is difficult to assess or verify with standardized estimates such as those found in CAPCOA's *Quantifying Greenhouse Gas Mitigation Measures*. However, the project proponents commit to monitoring the effectiveness of the TDM program and ensuring it continues to achieve a minimum 15 percent reduction in auto trips compared their assessment of the project without the TDM program. With the verification provided by the mitigation monitoring, and a requirement to bolster the TDM program to achieve the required trip reduction if it were to initially fall short, the project could be expected to deliver trip reduction of sufficient magnitude and reliability to qualify for streamlining under AB 987.

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 37

Comments for the Inglewood Basketball and Entertainment Center DEIR

Culver CityBus

March 2020

1. City of Inglewood and the consultant for the Inglewood NFL arena is in conversation with regional transit agencies on providing services to the proposed transit center within the Hollywood Park Specific Plan. This project should participate in this effort and coordinate with the Hollywood Park Specific Plan project team and regional transit providers on route and bus stop planning should any transit provide chose to service the proposed NBA arena.
2. The project should consider establish dedicated bus lanes to facilitate faster public transportation services and transport employees and event attendees with higher efficiency. Possible locations for dedicated bus lanes include along Prairie Avenue, Manchester Boulevard, Crenshaw Boulevard, and Century Boulevard, at least to/from freeways and/or major transit stations (Expo, Crenshaw, Green Line). Transit signal priority for buses is another option as well.
3. The design of the project facilities and nearby street configuration shall aim to prioritize the circulation of the transit vehicles and avoid conflict between transit vehicles and other vehicles going to the project site.
4. *Chapter 3.14, page 198, TDM 9/Event-Day Local Microtransit Service*. Please consider utilize the microtransit service so that it connects to the proposed shuttle locations at three nearby Metro stations. As the shuttle service provides higher capacity and efficiency to carry employees and attendees than minibuses.
5. *Project Description page 58, Public Bus Transit.* There is no mention of any street furniture at the six bus stops on South Prairie Avenue and West Century Boulevard adjacent to the project site. Proper shading from sun and rain, places to sit, and excellent wayfinding/signage should be incorporated at these bus stops if they are not already.
6. *Chapter 3.14 page 50, Pedestrian Network*. It is unclear based on the description how wide different sections of the sidewalks are along South Prairie Avenue and West Century Boulevard. Immediately adjacent to the project site, along South Prairie Avenue and West Century Boulevard, it is also unclear whether the "8-foot landscaped area that also contains signage and utilities" is an area that people can walk on as well if the five foot wide sidewalk gets too crowded. Five feet wide sidewalks support two people walking side by side, and eight feet wide sidewalks support two pairs of people passing each other (Boston Complete Streets Guidelines). Narrow sidewalks do not support heavy pedestrian activity and can create unsafe conditions where people walk on the street. The project should consider widening the sidewalks within the vicinity of the project site to accommodate the thousands of attendees for Clippers games and other big events. https://nacto.org/wp-content/uploads/2016/04/1-6_BTD_Boston-Complete-Streets-Guidelines-2.4-6-Sidewalk-Widths_2013.pdf
7. *Chapter 3.14 page 50, Bicycle Network*. The project should also consider adding bike lanes on South Prairie Avenue and West Century Boulevard. E-scooters could also use the bike lanes as well. Creating a safer environment for bikes and e-scooters could provide first/last mile travel options for people traveling to/from the arena.

8. *Chapter 3.14 page 66, Proposed Project Land Uses, Parking Supply, and Access Provisions.* The project should consider allowing bikes and e-scooters on the first floor of the East Parking Garage in addition to creating a transportation hub for TNCs such as Uber and Lyft. This could be one possible location for bike share as well.
9. *Chapter 3.14 page 196, TDM 2/Event-day Dedicated Shuttle Services.* In this section it says that there will be shuttle services "from the Green Line at Hawthorne Station, Crenshaw/LAX Line at AMC/96th Station, and Crenshaw/LAX Line at Downtown Inglewood station for arena events." In *Chapter 3.14 pages 95-96, Mode Split* it says that "[D]uring major events, the Proposed Project would operate shuttles that transport attendees between the site and the Hawthorne Green Line Station and planned Metro Crenshaw/LAX Line station in Downtown Inglewood" without mentioning the Crenshaw/LAX Line at AMC/96th Station. The project should clarify whether there is shuttle service to the Crenshaw/LAX Line at AMC/96th Station or not during big events. Culver City Buses 6 and Rapid 6 have stops at the Green Line Aviation LAX station and the LAX City Bus Center (Metro AMC/96th station in the future), which are both regional transit connection points and close to the project. The project should consider providing shuttle services to/from the Green Line Aviation LAX station and the AMC/96th station.
10. *Chapter 3.14 page 191, Mitigation Measure 3.14-1(a) TDM 1/Encourage Alternative Modes of Transportation.* The project should consider providing transit subsidies for all attendees with proof of ticket purchase to encourage transit use and reduce vehicular traffic to/from the arena. This could also improve bus speeds and efficiency in getting passengers to/from the arena on time.
11. *Chapter 3.14 page 191, Mitigation Measure 3.14-1(a) TDM 1/Encourage Alternative Modes of Transportation.* The project's marketing and outreach campaign should include information about all modes of transit and all legs of the trip to/from the arena, including rail, bus, shuttle service, bike, and e-scooter.
12. *Chapter 3.14 page 191, Mitigation Measure 3.14-1(a) TDM 4/Encourage Active Transportation.* The Project should provide more than 23 attendee bike parking spaces, considering that a sold out Clippers game would have a capacity of 18,000 fixed seats.

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 38

THE SILVERSTEIN LAW FIRM
A Professional Corporation

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April 14, 2020

VIA EMAIL mwilcox@cityofinglewood.org; fljackson@cityofinglewood.org

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

Re: Advance Notice Request, and Comments and Objections to Billboard Project and MND; Case No. EA-MND-2019-102

Dear Ms. Wilcox:

I. INTRODUCTION AND ADVANCE NOTICE REQUEST.

This firm and the undersigned represent Kenneth and Dawn Baines, owners of the property located at 10212 S. Prairie Ave., Inglewood. Please keep this office on the list of interested persons to receive timely notice of all hearings and determinations related to the proposed approval of the so-called Billboard Project, Case No. EA-MND-2019-102 ("Project").

Pursuant to Public Resources Code Section 21167(f) and all applicable rules and regulations, please provide a copy of each and every Notice of Determination issued by the City in connection with this Project and its MND. We incorporate by reference all Project objections and issues raised by others with regard to both the present MND and the Billboard Project. To the extent the Project is part of and interrelated with the Clippers IBEC project, as we contend it is, we incorporate by reference all public comments/objections to the IBEC project as well as its Draft EIR.[1],[2],[3].

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[1] See http://ibecproject.com/

[2] We specifically request that all the hyperlinks in this letter be downloaded and printed out, submitted to the agency, and be included in the City's control file and record for the Project.

[3] See http://opr.ca.gov/ceqa/docs/ab900/20190201-AB900_IBEC_Community_letters_1.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190201-AB900_IBEC_Community_letters_2.pdf , http://opr.ca.gov/ceqa/docs/ab900/20190204-AB900_IBEC_Inglewood_Residents_Against_Takings_Evictions_Comments.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190204-AB900_IBEC_MSG_Forum_AB_987_Comment_Letter_without_Exhibits.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190204-AB900_IBEC_MSG_Forum_AB_987_Comment_Letter_EXHIBITS_1-4.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190204-AB900_IBEC_MSG_Forum_AB_987_Comment_Letter_EXHIBIT_5.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190204-AB900_IBEC_MSG_Forum_AB_987_Comment_Letter_EXHIBITS_6-7.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190204-AB900_IBEC_MSG_Forum_AB_987_Comment_Letter_EXHIBITS_8-10.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190222-AB900_IBEC_Comment_Climate_Resolve.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190304-AB900_IBEC_NRDC.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190422-AB900_IBEC_MSG_Supp_Lette_re_IBEC_App_Tracking_No-2018021056.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190422-AB900_IBEC_MSG_Supp_Lette_re_IBEC_App_Tracking_No-2018021056.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190621-IBEC_Comment_NRDC_Clippers_response_6-21-19.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190628-AB900_Inglewood_Comment_Opposition_to_Supplemental_Application.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190628-AB900_Inglewood_Comment_resident_letters.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190628-AB900_Inglewood_Comment_Resident_Letters_1.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190628-AB900_Inglewood_Comment_Resident_Letters_2.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190628-Final_Inglewood_Community_Letters.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190628-MSG_AB_987_Letter_re_Supplemental_Application_with_exhibits.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190628-IBEC.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190729-Public_Counsel_letter_RE_AB_987_Inglewood_Arena_Project.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190903-AB900_IBEC_Community_Letters.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190903-AB900_IBEC_Inglewood_Community_Letters-2.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190909-AB900_IBEC_MSG_OPR_Letter_September_2019_with_exhibits.pdf, http://opr.ca.gov/ceqa/docs/ab900/20191112-AB900_IBEC_AB987_Inglewood_Residents_Against_Takings_and_Evictions%20.pdf, http://opr.ca.gov/ceqa/docs/ab900/20191114-Barbara_Boxer_GHG_Emissions_Commitment_Letter.pdf,

This letter is also an **Advance Notice Request** that the City of Inglewood Department of City Planning, the City Clerk's office, and all other commissions, bodies and offices, provide this office with advance written notice of any and all meetings, hearings and votes in any way related to the above-referenced proposed Project and any projects/entitlements/actions related to any and all events or actions involving this Project, including but not limited to the Clippers IBEC project.

Your obligation to add this office to the email and other notification lists includes, but is not limited to, all notice requirements found in the Public Resources Code and Inglewood Municipal Code. Some code sections that may be relevant include Public Resources Code Sections 21092 and 21092.2.

This Advance Notice Request is also based on Government Code § 54954.1 and any other applicable laws, and is a formal request to be notified in writing regarding the Projects, any invoked or proposed CEQA exemptions, any public hearings related to the Project herein, any Draft or Final EIR for the IBEC project, together with a copy of the agenda, or a copy of all the documents constituting the agenda packet, of any meeting of an advisory or legislative body, by email and mail to our office address listed herein. We further request that such advance notice be provided to us via email specifically at: Robert@RobertSilversteinLaw.com; Esther@RobertSilversteinLaw.com; Naira@RobertSilversteinLaw.com; and Veronica@RobertSilversteinLaw.com.

Finally, to the extent that an advance written request is required for any and all City hearings regarding the above-referenced project to be recorded and/or transcribed, this letter shall constitute that advance written request. Please include this letter in the record for this matter.

Please, acknowledge receipt of the Advance Notice Request above.

Please also provide a current time line of all scheduled and anticipated events, including hearings or approvals of any type, related to the Project.

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http://opr.ca.gov/ceqa/docs/ab900/20191127-AB900_IBEC_AB987_Resident_Letters_Supplement_to_GHG_Emissions_Commitment.pdf, http://opr.ca.gov/ceqa/docs/ab900/20191127-AB900_IBEC_AB987_Resident_Letters_Supplement_to_GHG_Emissions_Commitment_2.pdf, http://opr.ca.gov/ceqa/docs/ab900/20191127-AB900_IBEC_AB987_MSG_Forum_Supplement_to_GHG_Emissions_Commitment.pdf, http://opr.ca.gov/ceqa/docs/ab900/20191205-AB987_IBEC_Comment_MSG_Forum.pdf.

II. OBJECTION TO THE IMPOSED DEADLINE FOR PUBLIC COMMENT AND THE PROCESSING OF NON-ESSENTIAL PROJECTS DURING THE COVID-19 CRISIS.

Based on information we have obtained, the City of Inglewood ("City") is closed for COVID-19 reasons effective April 13 through April 27, 2020. Yet the City apparently is adhering to an official close of public comment period of today, April 14, 2020, for the Project and its MND. This is improper on multiple grounds.

We believe the City failed to properly duly notice the MND and its hearing/public comment deadline, as required under Pub. Res. Code Section 21092, i.e., to mail the notice to nearby owners and/or post the notice at the site. Moreover, circulating the notice only in the newspaper without mailing to property owners deprives those property owners of their due process rights.

Further, the site at 10200-10204 S. Prairie is presently undergoing construction of what appears to be the subject S. Prairie billboard sign and/or its structure. If that is the case, then the present MND notice and the public comment period are a sham, "post hoc rationalization" process condemned by courts. California Clean Energy Committee v. City of Woodland (2014) 225 Cal.App.4th 173, 195-196.

Why is the City processing projects with potential significant and irreversible impacts during this time, which effectively evades adequate public review and scrutiny? This Project – two billboard signs linked to the IBEC project – is a fast-tracking of a completely non-essential and yet adverse project.

We object to the City's short imposed deadlines, special meetings, inadequate and inconsistent notices, and particularly, to the City's hearing of the Project's MND or approval of the Project during this time of the COVID-19 crisis.

We request that the City extend any public comment periods on the MND through the time where the public will be able to physically participate at the respective hearing. The City's failure to reschedule and properly notify the public or circulate the documents constitutes a failure to proceed in a manner required by law.

We also object to the City's imposition of strict deadlines for non-essential projects during the COVID-19 crisis. We request that the City toll and extend all deadlines for public comment on all environmental documents, including the MND, until after the COVID-19 crisis is contained and the Governor lifts stay-at-home orders.

III. THE MND MUST BE DENIED DUE TO ILLEGAL PIECEMEALING FROM THE CLIPPERS IBEC PROJECT.

CEQA forbids "piecemeal" review of projects. "Rather, CEQA mandates 'that environmental considerations do not become submerged by chopping a large project into many little ones—each with a minimal potential impact on the environment—which cumulatively may have disastrous consequences.' [Citation.] Thus, the Guidelines define 'project' broadly as 'the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment....' (Guidelines, § 15378, subd. (a).)" California Clean Energy Committee v. City of Woodland (2014) 225 Cal.App.4th 173, 193-194. CEQA's anti-segmentation and anti-piecemealing safeguard stems from CEQA's definition of the project as "the whole of an action" and CEQA's mandates to study the environmental impacts of "all phases" of the project, the cumulative impacts of the project together with other past, present, and reasonably probable future projects, and to study all project components in a single environmental document. Guidelines §§ 15378(a); 5063, 15126, 15165.

Piecemealing is prohibited in order to prevent attempts, as here, to end-run CEQA and evade proper CEQA review by processing project applications separately. Arviv Enterprises, Inc. v. South Valley Area Planning Com. (2002) 101 Cal.App.4th 1333, 1349-1350. Even though we do not have the same nominal applicant for both the Billboard Project and IBEC project, it is reasonably foreseeable that the Billboard Project is part of the IBEC project, and must therefore be studied within the IBEC DEIR, not separately.

Evidence exists that the Billboard Project is interrelated with the IBEC Project. The MND's project description does not disclose what the proposed Billboard Signs are for. Only in one place (MND,[4] p. 3, Section 1.2.4), does the MND briefly correlate the *timing* of the installation of signs with the opening of the NFL Stadium in August of 2020. The MND does not specify if the signs are for the NFL Stadium:

> "Installation of the proposed digital billboard displays is anticipated to occur in two phases. Phase I will be the installation of the columns as soon as city permits are issued and Phase II will be the installation of the digital billboards just before the Inglewood NFL stadium officially opens (anticipated in August 2020)." (MND, p. 3, Sec. 1.2.4.)

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[4] See https://www.cityofinglewood.org/DocumentCenter/View/14181/Mitigated-Negative-Declaration-for-Billboards-at-Prairie-x-Century

But the signs, including on Prairie, would literally be at the gates to the IBEC project. Even assuming the signs are connected to the NFL Stadium, that does not preclude their integral and integrated use with the many events that would be scheduled for the IBEC project. Indeed, it is implausible that the signs and especially the one at 10204-10200 S. Prairie St. – adjacent to the private properties at 10204 & 10212 S. Prairie (the latter of which is owned by our clients), squarely in front of the proposed IBEC project – would not also be used for the Clippers and the multiple other events that would occur at the new Clippers complex, or simply as advertising for the Clippers venue or for other revenue-generating purposes.

The IBEC project's DEIR provides the exact location of the same signs in this Billboard Project, but misrepresents those and fails to note those are double-sided illuminated motion billboards. (pdf p. 193 in IBEC DEIR,[5] Figure 2-20). The City in the instant MND has purposely ignored the elephant in the room.

"Common sense . . . is an important consideration at all levels of CEQA review." Save the Plastic Bag Coal. v. City of Manhattan Beach (2011) 52 Cal.4th 155, 175. "Here, common sense leads us to the conclusion" (id.) that the MND's glaring omission of any mention of the adjacent IBEC/Clippers project is disingenuous, illogical, and if accepted, would effectuate an injustice and violation of CEQA. In turn, this issue needs to be incorporated into a recirculated DEIR for the IBEC project, with new notice, including to other agencies like Caltrans and LA County Metro whose focus is on transportation and safety, and to the general public. This is particularly the case in view of the millions of cars that are anticipated from the IBEC Project.

By omitting these proposed billboard's role in and as part of the IBEC project, the City in the IBEC DEIR and here has violated CEQA's core requirement of an "accurate, stable and finite project description" by provided a misleading project description that effectively precludes meaningful information and impacts analysis related to these proposed illuminated billboards. Concerned Citizens of Costa Mesa, Inc. v. 32nd Dist. Agricultural Assn. (1986) 42 Cal.3d 929, 937-938 ("An accurate, stable and finite project description is the sine qua non of an informative and legally sufficient EIR." Thus, "[t]he defined project and not some different project must be the EIR's bona fide subject." (Id., at p. 199)").

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[5] See https://saoprceqap001.blob.core.windows.net/60191-3/attachment/a-wQrPYfgqX6rH7PlozmRPEvEaRCdDy9wtEOIK6Lkzx9y2kM5Y76yA2pvL0h1Nhm4o1xu79V9PavU-kk0

This signage is logically a part of, and would be used for, the IBEC project. Thus, it has been illegally piecemealed from the IBEC DEIR by not disclosing, studying it and mitigating it there, and by not accounting for its: (1) aesthetic and light/glare impacts, (2) potential impacts to traffic and pedestrian safety from nighttime light/glare, and (3) land use impacts. This is particularly the case where, as here, he IBEC DEIR does not identify signage locations, beyond a cursory one-page Aesthetics Section which promises unspecified mitigation measures, and beyond the inconsistent Figure 2-20, depicting a completely different picture of the IBEC project signs (IBEC DEIR, p. S-13 & Fig. 2-20 (pdf at p. 193).)

The City fails to proceed in the manner required by law when, as here, it has piecemealed the proposed signage approvals, and their environmental review, out of the IBEC project consideration and DEIR, even though they are obviously a part and parcel of the IBEC project. "While foreseeing the unforeseeable is not possible, an agency must use its best efforts to find out and disclose all that it reasonably can." Guidelines, § 15144. It is not only foreseeable, but logical and highly likely that signage, including on Prairie right outside one of the proposed entrances to the IBEC project, will be used for that project and its multitude of events. The instant signage "project" is not truly a separate project from the IBEC project. As a result, the very processing of this application, much less its approval, constitutes evidence of piecemealing that can be and will be raised in the IBEC CEQA and land use approval process.

IV. A FAIR ARGUMENT EXISTS OF POTENTIALLY SIGNIFICANT ENVIRONMENTAL IMPACTS, MAKING USE OF A MITIGATED NEGATIVE DECLARATION INAPPROPRIATE.

a. Legal Standard.

A strong presumption in favor of requiring preparation of an Environmental Impact Report ("EIR") is built into the California Environmental Quality Act ("CEQA"). This presumption is reflected in what is known as the "fair argument" standard, under which an agency must prepare an EIR whenever substantial evidence in the record supports a fair argument that a project may have a significant effect on the environment. Laurel Heights Improvement Ass'n v. Regents of the Univ. of Cal. (1993) 6 Cal.4th 1112, 1123; Communities for a Better Environment v. California Resources Agency (2002) 103 Cal.App.4th 98, 111-112.

An EIR must be prepared where there is substantial evidence that significant effects "may" occur. League for Protection of Oakland's Architectural and Historic Resources v. City of Oakland (1997) 52 Cal.App.4th 86, 904-905. A project "may" have

a significant effect on the environment if there is a "reasonable probability" that it will result in a significant impact. No Oil, Inc. v. City of Los Angeles (1974) 13 Cal.3d 68, 83 n. 16. If any aspect of the project may result in a significant impact on the environment, an EIR must be prepared even if the overall effect of the project is beneficial. CEQA Guidelines § 15063(b)(1).

Substantial evidence "includes fact, a reasonable assumption predicated upon fact, or expert opinion supported by fact." Pub. Res. Code § 21080(e)(1). It also includes "reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached . . . ." (Emphasis added.) CEQA Guidelines § 15384(a).

The fair argument test is a "low threshold" test for requiring the preparation of an EIR. No Oil, supra,13 Cal.3d at 84. Evidence supporting a fair argument of a significant environmental impact triggers preparation of an EIR regardless of whether the record contains contrary evidence. League for Protection, supra, 52 Cal.App.4th at 904-905. This standard reflects a preference for requiring an EIR to be prepared, and a preference for resolving doubts in favor of environmental review. Mejia v. City of Los Angeles (2005) 130 Cal.App.4th 322, 332.

b. A Fair Argument Exists of Potentially Significant Impacts on Public Safety.

Because of illegal piecemealing of the Project, its MND failed to account for the billboard signs' effect on human life and public safety, which is a mandatory finding of significance. Guidelines §15065(a)(4).

The MND does not identify public safety impacts, provide any analyses, or develop mitigation measures related to public safety impacts caused by the streaming media and other signage, which will cause distraction to drivers. The MND concludes that the installation will have no significant impacts, despite this description:

> "The Proposed Project consists of an application proposing the construction of **two double faced full motion electronic/video billboards**. The digital billboard displays would be placed at 4027 Century Boulevard (private property) and between 10204 South Prairie Avenue and 10200 South Prairie Avenue (Public Right-of-Way), respectively. **Drivers and others on Century Boulevard and Prairie Avenue on each side of the streets will have direct, unobstructed views of the billboards**. Stadium Sign No.

> 1 and Stadium Sign No. 2 will be double-sided with a total of 4 faces. The dimensions of the billboards are 19 feet in height by 60 feet in width, 35 feet below the display is the clearance." (MND, p. 3, Project Description; emphasis added.)

The MND also provides: "The signs would be constructed into the sidewalk and cantilever over the street." (MND, p. 1, 2.1 Existing Land Use.)

A fair argument exists that the signs will endanger public and particularly pedestrian safety in view of the location of the signs (next to pedestrian crossings and heavy pedestrian traffic), the width of the streets, the distraction the light and glare may cause to drivers, and the fact that the signs are proposed immediately adjacent to the Clippers IBEC project anticipated to host numerous events and games and their associated millions of vehicle trips. Yet the MND is absolutely silent on these issues.

The City provides the signs' light and glare intensity as follows: "The display consists of 1,032,264 individual LEDs that would use less energy than other light sources producing a comparable lumen output. Each would have a maximum brightness of 10,000 nits and have a maximum power of 187 amps, with a potential of 240 volts of single-phase electric power at 60 Hz. Brightness will be controlled by photocell sensor to adjust sign to 0.3-foot candles above ambient light." Despite this information, the City and the MND fail to provide any data or analysis revealing the impacts of such light intensity on the public, drivers, nearby residents, and pedestrians.

Similar to what Culver City's comment letter to the related IBEC project's DEIR noted as to the location of signage, the MND here fails to note the width of the street on which the sign will hover or consider and account for the impacts of the billboards on pedestrians, in view of the width of the proposed sidewalk where the signage is proposed and the anticipated street crowding that the IBEC project will cause:

> "Chapter 3.14 page 50. Pedestrian Network. It is unclear based on the description how wide different sections of the sidewalks are along South Prairie Avenue and West Century Boulevard. Immediately adjacent to the project site, along South Prairie Avenue and West Century Boulevard, it is also unclear whether the "8-foot landscaped area that also contains signage and utilities" is an area that people can walk on as well if the five foot wide sidewalk gets too crowded. Five feet wide sidewalks support two people walking side by side, and eight feet wide sidewalks support two pairs of people passing each other (Boston Complete Streets Guidelines). Narrow sidewalks do not support heavy pedestrian activity and can create unsafe

> conditions where people walk on the street. The project should consider widening the sidewalks within the vicinity of the project site to accommodate the thousands of attendees for Clippers games and other big events. https://nacto.org/wpcontent/uploads/2016/04/1-6_BTD_Boston-Complete-Streets-Guidelines-2.4-6-SidewalkWidths_2013.pdf" **(Exh. 1** [Culver City Letter], referencing IBEC DEIR pdf p. 1134.)

The MND also fails to account for the impact of the billboards on public safety in view of the anticipated traffic especially during the games, the glare and distraction that the double-sided motion signs will create for drivers, which in turn will increase the risk of automobile crashes and affect the life and safety of both drivers and pedestrians. The adverse effect of illuminated billboard motion signs and the distraction that their light, glare, and motion cause with drivers has been thoroughly studied and documented. (**Exh. 2** [3 Various Articles re Safety Hazard of Billboard Signs].)

In this vein, we note that the MND's purported "findings are not supported by substantial evidence or defy common sense. Law is not required to abandon common sense." Gray v. County of Madera (2008) 167 Cal.App.4th 1099, 1116-7.

The perfunctory study of signs' *temporary construction* impacts (air quality, vibration, noise) even more spotlights the MND's "glaring" failure to study the billboards' above-noted adverse impacts on public safety, especially in conjunction with the related IBEC project. "Deficiencies in the record may actually enlarge the scope of fair argument by lending a logical plausibility to a wider range of inferences." Sundstrom v. County of Mendocino (1988) 202 Cal.App.3d 296, 311. Lack of study enlarges the scope of the fair argument which may be made based on the limited facts in the record. Gentry v. City of Murrieta (1995) 36 Cal.App.4th 1359, 1382.

The Project's increased risks to human life and safety (pedestrians and drivers) requires a mandatory finding of significance of impacts under CEQA, requiring an EIR. The MND must be denied on this ground and an EIR must be prepared. But more to the point, in view of its interconnectedness with the IBEC Project, the impacts of the Billboard Project and the motion signs must be incorporated into the IBEC DEIR, which must be recirculated so the public safety impacts can be adequately addressed there and commented upon by the public and public agencies.

c. A Fair Argument Exists of Potentially Significant Impacts on Traffic.

The MND's conclusion that the "double faced full motion electronic/video billboards" will not have any significant impact on the environment is unsupported and

contradicted by researches and regulations. The impact of illuminated motion billboard signs on drivers and the correlation of traffic crashes caused by such signage's distraction of drivers is also well documented. As described in a Caltrans document (**Exh. 3** [Caltrans Study of Billboard Safety, 2012]):

> "• Billboards can have a significant effect on driver speed, lateral control, mental workload, ability to follow road signs, and eye movements and fixations, with older drivers particularly affected. (The Effects of Visual Clutter on Driving Performance and Driven to Distraction, An Evaluation of the Influence of Roadside Advertising on Road Safety, and Review of Roadside Advertising Signs). And visual clutter generally can distract drivers (Driver Distraction by Advertising).
>
> • Digital billboards attract more attention than regular billboards, with larger number of glances and longer glances (Driving Performance and Digital Billboards and Observed Driver Glance Behavior at Roadside Advertising Signs). Wachtel notes that the implication is that the shorter the message duration, the longer the driver's glance in anticipation of the next message.
> • Drivers engaging in visually demanding tasks have a crash risk three times higher than attentive drivers; while brief glances do not increase risk, glances of more than two seconds at least double crash risk (The Impact of Driver Inattention on Near-Crash/Crash Risk)." (Id. pp. 2-3.)

This begs the question whether Caltrans or LADOT or METRO or any traffic-regulating agencies were notified of the proposed signs and opined on their safety for drivers. The MND does not mention if those agencies were notified and provides Caltrans' information only for vibration and noise impacts analysis. Yet beyond the temporary installation impacts, the MND must, but does not, disclose the billboard' permanent operational impacts.

The issue is even more critical in view of approved and pipeline projects – NFL Stadium and IBEC project – which will attract millions of new cars to the area. The MND barely notes the NFL project and is absolutely silent on IBEC. This is not the "good faith effort at full disclosure" that CEQA mandates.

It is also reasonably foreseeable that because of the well-documented distraction that the proposed double-sided motion billboards cause to the drivers, the billboard signs will also slow traffic, which will in turn contribute to the increase of GHG emissions of

the related IBEC project itself. This may in turn affect the IBEC project's finding of a net zero GHG emission and its certification under AB 987.

The MND's lack of study of these potential traffic impacts is fatal. The MND should be denied on this additional ground.

d. A Fair Argument Exists of Potentially Significant Land Use Impacts.

In determining whether there are potentially significant land use and planning impacts, a description of the neighborhood in which the proposed Project is located is necessary because that is the context in which the determination is made.

The MND does not disclose the Billboards' land use impacts on the adjacent private properties, such as 10204 and 10212 S. Prairie St. (MND, Section 3.11, at p. 57). It describes: "The proposed billboard sites would occur on City owned property. The existing land is currently used as a sidewalk. The signs would be constructed into the sidewalk and cantilever over the street." (MND, p. 1.) However, the description fails to note that the "sidewalk" is immediately adjacent to a residential property at 10204 S. Prairie St., thus creating extreme conditions of illuminated motion, light and glare for the residential structure. The MND fails to note the impact of the constant light and glare on the adjacent private properties, including at 10212 S. Prairie and the church nearby. Thus, the proposed billboard sign on Prairie St. will in fact disrupt the residential use and cause land use impacts.

Further, the MND is silent about the fact that IBEC includes 10204 S. Prairie St. in its Project, and yet the IBEC Project Application assures that eminent domain may not be used for residential properties.[6] Thus, the MND fails to disclose this land use impact on 10204 S. Prairie St. and adjacent private properties and simply assumes that 10204 S. Prairie will somehow become part of the IBEC Project – a condition that is neither true nor can be enforced.

Moreover, the MND's land use analysis is based solely on the signs' alleged conformance with the general plan and zoning. (MND, pp. 57-58) However, conformance with the general plan is not conclusive as to whether the project may have impacts:

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[6] See p. 3 at http://opr.ca.gov/ceqa/docs/ab900/20190104-AB900_IBEC_Application.pdf

> "Initially, we point out that conformity with the general plan for the area, if such is the case, does not insulate a project from the EIR requirement, where it may be fairly argued that the project will generate significant environmental effects. The initial study checklist and the determination of the community development director to issue the negative declaration relied heavily upon the project's asserted conformity with the general plan.
>
> Government Code section 65402 mandates that a public works project such as the roadway and utilities contemplated here must be consistent with the city's general plan. However, there is no indication in CEQA that mere conformity with the general plan will justify a finding that the project has no significant environmental effect. Certainly general plan conformity alone does not effectively 'mitigate significant environmental impacts of a project." City of Antioch v. City Council (1986) 187 Cal.App.3d 1325, 1332.

The MND relies on a legally erroneous and incomplete analysis of land use impacts and must be denied on that ground as well.

e. A Fair Argument Exists of the Project's Cumulative Impacts on Public Safety, Traffic, Land Use, GHG Emission, and Air Quality.

The signs are both independently and cumulatively impactful, from the point of view of light and glare and their distraction of drivers. By their very nature, this type of illuminated motion sign is highly visible and distracting. They are explicitly meant to catch the attention of drivers. One cannot have an illuminated billboard that does not distract; otherwise, it would fail to do its job. When it attracts attention to itself, it attracts attention *away from* driving, the road and pedestrians. This driver distraction also slows down traffic and results in more air quality and GHG emission impacts. Where the signs are proposed next to residential properties, as here, those disrupt established communities. There are already numerous examples of such distracting motion signs in Inglewood and in the vicinity. (**Exh. 4** [Pictures of Various Billboard Signs in Inglewood, April 2020].)

The Project will further exacerbate the public hazard at a place which will be attracting millions of cars and pedestrians. A fair argument exists that the addition of more of this type of signage might also cumulatively have significant, unmitigable impacts.

Regarding cumulative impacts of the supergraphic signs with existing signs and these and other additional proposed signs as part of or in relation to the IBEC project, that issue is inadequately acknowledged or disclosed in both the instant MND, and the DEIR for the IBEC project. The MND provides the description of the signs but not their impact. The IBEC DEIR provides the location of various signs next to the IBEC project, but no specifications of such. While the MND for the Project itself is silent on the public safety and hazard of the noted signs, the IBEC DEIR admits to adverse impacts of similar signage (including, apparently, those of the Project, which in reality are and should have been studied as part of the IBEC project), but in a conclusory manner asserts that the impact of signage will be controlled by compliance with regulations. The IBEC DEIR claims:

> "Lighting during construction, as well as new lighting of buildings and plazas, along with signage around the Project Site during project operations, **would increase the amount of ambient nighttime light and could create light spillover that could adversely affect nearby residential uses**. Lighting from the Project Site would be visible during construction. Once the Proposed Project is built and in operation, the majority of the intense lighting would be focused internally on the plaza and arena entrances. Nevertheless, lighting and signage from the Proposed Project **could exceed thresholds for nighttime light at sensitive receptors** near the arena along **South Prairie Avenue**, and at homes north of West 101st Street immediately west of the West Parking Garage. Under both construction and operational conditions, the potential exists for significant levels of light to spill over to adjacent properties. **A range of mitigation measures would be required to offset such potential spillover light**. During construction, contractors would be required to shield lights or to direct them away from nearby light-sensitive uses. Over the long-term, operational spillover light impacts would be mitigated by implementing a range of measures that would ensure that lighting would be reduced at any residential property to no more than 2 foot-candles, an amount that would typically not disturb sleep or other interior activities." (IBEC DEIR, pdf p. 34, p. 2-14, emphasis added.)

However, the City first conceals and then defers mitigation measures. In the meantime, compliance with regulations – much less unidentified and unenforceable mitigation measures – is not sufficient to pass muster in a DEIR, let alone in an MND. Most importantly, the above-noted information cannot constitute substantial evidence of no impacts, which is what is required for an MND.

As stated in Bakersfield Citizens for Local Control v. City of Bakersfield (2004) 124 Cal.App.4th 1184: "Proper cumulative impacts analysis is absolutely critical to meaningful environmental review" (id. at 1217), and "questions concerning . . . cumulative impacts constitute important issues of broad public interest that are likely to reoccur." Id. at 1203.

Cumulative impacts are defined as "two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts." Guidelines, § 15355. "The cumulative impact from several projects is the change in the environment which results from the incremental impact of the project when added to other closely related past, present, and reasonably foreseeable probable future projects." Guidelines, § 15355(b); emphasis added.

As the Supreme Court has stated, without proper consideration of cumulative impacts, this critical issue may be "submerged," with potentially "disastrous consequences" to the environment. Bozung v. Local Agency Formation Com. (1975) 13 Cal.3d 263, 283-284.

The cursory and misleading "analysis" in this MND and in the IBEC DEIR suppresses disclosure and mitigation of the independent impacts of the subject signage, as well as of the cumulative impacts in the context of the surrounding environment of other locations with supergraphic signage or with approved, but as-yet unbuilt supergraphic signage. The City has thus pursued the isolated-focus approach to cumulative impacts that was condemned as inconsonant with the CEQA Guidelines in Kings County Farm Bureau v. City of Hanford (1990) 221 Cal.App.3d 692, 718-721.

The City has recently (April 13, 2020) condemned the clutter of illuminated signs littering the visual and aesthetic environment. This is supported by the existence on the Planning Commission's April 13, 2020 agenda of the proposed denial of an application to convert an existing billboard to supergraphic/illuminated. (See **Exh. 5** [April 13, 2020 Planning Commission, Staff report].) The City's recommended denial of the application includes:

> "Article 23 of the IMC provides minimum standards to safeguard life, health, property, and the public welfare by regulating and controlling the design, quality of materials, construction, size, height, illumination, location, and maintenance of all signs, sign structures, and other exterior advertising devices. The Inglewood Municipal Code prohibits LED signage

> unless Sign Adjustment approval is granted. . . . [¶] The approval of the sign adjustment to allow the installation of an approximately 35 square-foot bi-faced LED sign will be detrimental to the business neighborhood in that allowing the electronic signs will establish a precedent that cannot be uniformly applied throughout the City."

V. THE MND MUST BE DENIED BASED ON ILLEGAL PRECOMMITMENT.

The City's choice to process the billboards separate from the IBEC project, and via an MND, is also flawed on precommitment grounds.

Precommitment – or approval of a project before the review of its environmental impacts – may be found based on the totality of circumstances even where a final agreement includes a condition granting the city complete discretion over CEQA matters. RiverWatch v. Olivenhain Municipal Water Dist. (2009) 170 Cal.App.4th 1186, 1211-1212 (the agency's public announcements, actions, preparing to relocate tenants from the property, substantial financial contribution to the project, its willingness to bind itself, by the draft agreement, to convey the property if the developer 'satisfied' CEQA's 'requirements, as reasonably determined by the City Manager,' all demonstrate that "City committed itself to a definite course of action regarding the project before fully evaluating its environmental effects. That is what sections 21100 and 21151 prohibit.")

Please see attached **Exh. 6** for pictures taken of the S. Prairie Billboard, which has been partially constructed. The pole has been there approximately two months. The photos were taken April 14, 2020.

To the extent that the supporting structures or any other physical part of the subject billboards have already been constructed and are in place, that clearly demonstrates illegal precommittment, and constitutes a further violation of CEQA.

VI. THE CITY CANNOT APPROVE THE BILLBOARD PROJECT BECAUSE IT CANNOT MAKE A FINDING THAT IT IS CONSISTENT WITH THE CITY'S GENERAL PLAN.

The City cannot approve the Billboard Project because it cannot make a finding that it is consistent with the City's General Plan, especially in view of the Project's interrelatedness with the IBEC project. Moreover, the current City of Inglewood General Plan is more than 20 years old and therefore, the City has failed "to fulfill an implied

statutory duty to keep its general plan current." DeVita v. County of Napa (1995) 9 Cal.4th 763, 792.

VII. CEQA REQUIRES REJECTION OF THE MND AND INCORPORATING THE BILLBOARD "PROJECT" INTO THE IBEC PROJECT AS A COMPONENT THEREOF, OR AT A MINIMUM AS A RELATED PROJECT, AND TO RECIRCULATE THE IBEC DEIR FOR PUBLIC COMMENT IN LIGHT OF THE ABOVE-NOTED IMPACTS.

Under Guidelines § 15088.5(a), an EIR must be recirculated where after the Draft EIR is circulated and before the EIR is certified, new significant information becomes available. The Billboard Project here is such new significant information requiring the City to include the information in the IBEC project DEIR and to recirculate that DEIR.

VIII. CONCLUSION.

The Billboard Project and its MND should be rejected for all of the above reasons.

Very truly yours,

/s/ Robert Silverstein

ROBERT P. SILVERSTEIN
FOR
THE SILVERSTEIN LAW FIRM, APC

RPS:vl
Encl.

EXHIBIT 1

Comments for the Inglewood Basketball and Entertainment Center DEIR

Culver CityBus

March 2020

1. City of Inglewood and the consultant for the Inglewood NFL arena is in conversation with regional transit agencies on providing services to the proposed transit center within the Hollywood Park Specific Plan. This project should participate in this effort and coordinate with the Hollywood Park Specific Plan project team and regional transit providers on route and bus stop planning should any transit provide chose to service the proposed NBA arena.
2. The project should consider establish dedicated bus lanes to facilitate faster public transportation services and transport employees and event attendees with higher efficiency. Possible locations for dedicated bus lanes include along Prairie Avenue, Manchester Boulevard, Crenshaw Boulevard, and Century Boulevard, at least to/from freeways and/or major transit stations (Expo, Crenshaw, Green Line). Transit signal priority for buses is another option as well.
3. The design of the project facilities and nearby street configuration shall aim to prioritize the circulation of the transit vehicles and avoid conflict between transit vehicles and other vehicles going to the project site.
4. *Chapter 3.14, page 198, TDM 9/Event-Day Local Microtransit Service*. Please consider utilize the microtransit service so that it connects to the proposed shuttle locations at three nearby Metro stations. As the shuttle service provides higher capacity and efficiency to carry employees and attendees than minibuses.
5. *Project Description page 58, Public Bus Transit.* There is no mention of any street furniture at the six bus stops on South Prairie Avenue and West Century Boulevard adjacent to the project site. Proper shading from sun and rain, places to sit, and excellent wayfinding/signage should be incorporated at these bus stops if they are not already.
6. *Chapter 3.14 page 50, Pedestrian Network*. It is unclear based on the description how wide different sections of the sidewalks are along South Prairie Avenue and West Century Boulevard. Immediately adjacent to the project site, along South Prairie Avenue and West Century Boulevard, it is also unclear whether the "8-foot landscaped area that also contains signage and utilities" is an area that people can walk on as well if the five foot wide sidewalk gets too crowded. Five feet wide sidewalks support two people walking side by side, and eight feet wide sidewalks support two pairs of people passing each other (Boston Complete Streets Guidelines). Narrow sidewalks do not support heavy pedestrian activity and can create unsafe conditions where people walk on the street. The project should consider widening the sidewalks within the vicinity of the project site to accommodate the thousands of attendees for Clippers games and other big events. https://nacto.org/wp-content/uploads/2016/04/1-6_BTD_Boston-Complete-Streets-Guidelines-2.4-6-Sidewalk-Widths_2013.pdf
7. *Chapter 3.14 page 50, Bicycle Network*. The project should also consider adding bike lanes on South Prairie Avenue and West Century Boulevard. E-scooters could also use the bike lanes as well. Creating a safer environment for bikes and e-scooters could provide first/last mile travel options for people traveling to/from the arena.

8. *Chapter 3.14 page 66, Proposed Project Land Uses, Parking Supply, and Access Provisions.* The project should consider allowing bikes and e-scooters on the first floor of the East Parking Garage in addition to creating a transportation hub for TNCs such as Uber and Lyft. This could be one possible location for bike share as well.
9. *Chapter 3.14 page 196, TDM 2/Event-day Dedicated Shuttle Services.* In this section it says that there will be shuttle services "from the Green Line at Hawthorne Station, Crenshaw/LAX Line at AMC/96th Station, and Crenshaw/LAX Line at Downtown Inglewood station for arena events." In *Chapter 3.14 pages 95-96, Mode Split* it says that "[D]uring major events, the Proposed Project would operate shuttles that transport attendees between the site and the Hawthorne Green Line Station and planned Metro Crenshaw/LAX Line station in Downtown Inglewood" without mentioning the Crenshaw/LAX Line at AMC/96th Station. The project should clarify whether there is shuttle service to the Crenshaw/LAX Line at AMC/96th Station or not during big events. Culver City Buses 6 and Rapid 6 have stops at the Green Line Aviation LAX station and the LAX City Bus Center (Metro AMC/96th station in the future), which are both regional transit connection points and close to the project. The project should consider providing shuttle services to/from the Green Line Aviation LAX station and the AMC/96th station.
10. *Chapter 3.14 page 191, Mitigation Measure 3.14-1(a) TDM 1/Encourage Alternative Modes of Transportation.* The project should consider providing transit subsidies for all attendees with proof of ticket purchase to encourage transit use and reduce vehicular traffic to/from the arena. This could also improve bus speeds and efficiency in getting passengers to/from the arena on time.
11. *Chapter 3.14 page 191, Mitigation Measure 3.14-1(a) TDM 1/Encourage Alternative Modes of Transportation.* The project's marketing and outreach campaign should include information about all modes of transit and all legs of the trip to/from the arena, including rail, bus, shuttle service, bike, and e-scooter.
12. *Chapter 3.14 page 191, Mitigation Measure 3.14-1(a) TDM 4/Encourage Active Transportation.* The Project should provide more than 23 attendee bike parking spaces, considering that a sold out Clippers game would have a capacity of 18,000 fixed seats.

EXHIBIT 2

Compendium of Recent Research Studies on Distraction from Commercial Electronic Variable Message Signs (CEVMS)

Prepared by
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Berkeley, California

February 2016

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Background

This is the second in a series of brief updates based upon this author's 2009 report for AASHTO through NCHRP Project 20-7/256,[1] which was a comprehensive and critical review of research that had been undertaken, and guidelines that had been developed up to that time that addressed the potential consequences for driver distraction from Commercial Electronic Variable Message Signs (CEVMS) along the roadside.

We critically reviewed all of the research papers (more than 40) that had been published or presented within the prior 30 years. These papers represented the work of academic, industry, and government researchers in many countries (including, but not limited to: Sweden, Denmark, Israel, Canada, US, England, and Australia), and which followed many different research protocols. Whereas earlier studies (primarily those from the 1990s and prior) often suffered from limitations in equipment, methodology, or statistical rigor, leaving their conclusions open to question and controversy, those performed in the more recent past were generally more robust, and tended to reach similar conclusions to each other.

The previous update was done in June, 2013 and presented at a joint meeting of AASHTO's traffic engineering and highway safety subcommittees. The new material in this update includes nine studies in five countries.

Broadly summarized, the more recent studies have tended to find that outdoor advertising signs, particularly CEVMS, attract drivers' attention, and that more dramatic and salient signs attract longer and more frequent glances. This attention is often captured through a "bottom up" physiological process, in which the driver attends to the sign unintentionally and unconsciously, with the eyes captured involuntarily by the sign's changing imagery, brightness, conspicuity, and/or movement.

Several of the reported studies suggested that the distraction caused by outdoor advertising signs could be tolerated by experienced drivers and when attentional or cognitive demands of the driving task were low, but that the risk increased when such signs competed for the driver's visual attention with more demanding road, traffic, and weather conditions, when travel speeds were higher, or when an unanticipated event or action (such as a sudden lane change or hard braking by a lead vehicle) occurred to which the driver had to respond quickly and correctly.

In addition, the more recent research continues to show that the drivers most susceptible to unsafe levels of distraction from roadside billboards are the young (who are more prone to distraction and less adept at emergency vehicle response) and the elderly (who have more difficulty with rapidly shifting attention, poorer night vision and glare susceptibility, and slower mental processing time). As will be seen in this Compendium, these concerns are heightened today, with our elderly driver population growing quickly, traffic

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[1] Wachtel, J. (2009). "Safety Impacts of the Emerging Digital Display Technology for Outdoor Advertising Signs: Final Report. NCHRP Report 20-7/256. Available at: http://rightofway.transportation.org/Documents/NCHRP%20Reports/20-7(256)%20digital%20outdoor%20advertising_aashto.pdf

increasingly dense, more roads under maintenance or repair (construction and work zones create added risks), and larger, brighter digital and video roadside advertising signs competing for the driver's attention.

Finally, the most recent epidemiological studies (dating from 2014 and 2015) have begun to demonstrate what has long been suspected but not proven – that roadside billboards are associated with increases in crash rates where such billboards are located.

The research and guidelines reviewed in our 2009 report set the stage for the 21 research articles and guidelines that are reviewed and summarized in this compendium.

While employing a broad array of approaches and methodologies, the common theme clearly indicates that the more that commercial digital signs succeed in attracting the attention of motorists that render them a worthwhile investment for owners and advertisers, the more they represent a threat to safety along our busiest streets and highways, where these signs tend to be located.

The long awaited study by the Federal Highway Administration (FHWA), announced on the agency's website on December 30, 2014, is an outlier in this group of recent studies (except for those sponsored by the outdoor advertising industry[2]), in that it found no relationship

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[2] In 2007, two studies sponsored by the outdoor advertising industry (the Outdoor Advertising Association of America [OAAA] and its research arm, the Foundation for Outdoor Advertising Research and Education [FOARE]) were submitted through the peer review process to the Transportation Research Board of The National Academies. Both reports, one a human factors study by the Virginia Tech Transportation Institute (VTTI), and the other an epidemiological study by Tantala and Tantala, received overall negative reviews from peer reviewers, and were therefore rejected by TRB both for presentation and publication. Although Virginia Tech has not performed subsequent work in this field, Tantala and Tantala have continued to perform research under the sponsorship of OAAA/FOARE. However, for whatever reasons, FOARE and OAAA have not made the subsequent studies available to the public, so they could not be addressed in this Compendium of research.

The Tantala and Tantala 2007 study was an epidemiological analyses of crash rates, but the authors established data collection parameters that led them to exclude from examination the very driver cohorts (older drivers) and road locations (interchange areas) known to be at greatest risk for distraction. Subsequent comments from the senior author of these studies, to the effect that their subsequent studies follow the same basic methodology as the one performed in 2007 (with the exception of a more robust statistical technique to analyze the data), remains a cause for concern because of these methodological biases. The other industry study released by FOARE in 2007, the human factors analysis performed by VTTI, actually found that digital signs were associated with more long-duration glances away from the forward roadway than other types of signs, and further found that the problem was considerably worse at night. However, the authors edited their final report to make it seem as if these adverse consequences did not exist, and their industry sponsors terminated the nighttime research after the pilot data had been collected and reviewed. At that time, many experts considered an "eyes-off-road" duration of two seconds or longer to be the threshold for a substantially higher level of crash risk, and the Virginia Tech team actually found a number of instances in which digital signs caused participating drivers to take their eyes off the road for two and three seconds or longer, whereas the other test conditions (areas with traditional billboards and roadway sections devoid of billboards) did not produce this result to the same extent.

between digital billboards and adverse driver scanning behavior. The FHWA study, however, has been severely criticized for faulty methods and analyses in a peer-reviewed critique by the present author[3]. The FHWA study remains available on the agency's website, but has never been formally published.

It has been shown that road environments cluttered with driving-irrelevant material (often called visual complexity) make it difficult to extract critical information necessary for safe driving in a timely manner, a particular problem for older drivers. In addition, with the growing proliferation of CEVMS, ever-newer technology that renders them more compelling, the expansion of on-premise signs using this technology, and several States considering the use of such signs within the right-of-way, it was deemed appropriate to provide an up-to-date review of the most recent research and guidelines.

The next section of this report provides a brief summary of each of the studies. The following section, the Compendium itself, provides further details about each study, including its sponsorship, research protocol, strengths and weaknesses, and source identification. This document concludes with a complete list of references as cited.

[3] Wachtel, Jerry (2015). "A Peer-Reviewed Critique of the Federal Highway Administration (FHWA) Report Titled: "Driver Visual Behavior in the Presence of Commercial Electronic Variable Message Signs (CEVMS)." Available at: http://nebula.wsimg.com/722c5bb9d76d4b10b6d7add54d962329?AccessKeyId=388DC3CA49BF0BEF098B&disposition=0&alloworigin=1

Summary of Findings

This section summarizes the major findings of each of the 22 studies discussed in the Compendium. Key conclusions are highlighted in **bold**. The subsequent section of this report, the Compendium itself, provides additional detail about each study, and information about how to access the study, where available.

The studies are cited here, and in the Compendium, in generally chronological order.

Chan, et al., 2008 – USA, Amherst, MA

The researchers compared susceptibility to distraction from sources inside the vehicle (e.g. phone dialing, map reading) to those outside the vehicle (e.g. billboards) for both young novice drivers and experienced drivers. As predicted, for the in-vehicle distractors, the young drivers looked away from the roadway for extended periods (2 seconds or longer) more than twice as often as the experienced drivers. Surprisingly, however, results showed that: (a) external distractors were even more distracting, and (b) the experienced drivers were just as distracted as the newly-licensed drivers on this critical measure of distraction when they performed the outside-the-vehicle tasks. The authors had assumed that experienced drivers would exercise the same degree of caution with the external distractors as they did with the internal ones. Instead, "the experienced drivers showed little concern for the effect that diverting their attention to the side of the roadway might have had on their ability to perceive potential risks immediately in front." In some 81% of the external tasks, older drivers glanced for longer than 2s away from the forward roadway. The authors concluded by saying: **"...we think that our drivers engaged in the external search task were truly distracted with potentially serious consequences."**

Young, et al., 2009 - England

In this driving simulator study, participants drove rural, urban, and highway routes in the presence and absence of roadside billboards, while their driving performance was measured. Billboards had a detrimental effect on lateral control, and appeared to increase crash risk. Longitudinal control was not affected. The most striking effects were found for driver attention. Driver mental workload (using the NASA developed TLX scale) significantly increased in the presence of billboards. On rural roads and motorways, results showed that billboards were consciously attended to at the cost of more relevant road signs. The authors reached a **"persuasive overall conclusion that advertising has adverse effects on driving performance and driver attention**. Whilst there are sometimes conflicts of interest at Local Authority level when authorizing billboards (since Councils often take a share of the profit from roadside advertising), these data could and should be used to redress the balance in favour of road safety."

Backer-Grøndahl, & Sagberg, 2009 - Norway

The authors asked drivers who had actually been involved in a crash to identify, from a list, what they believed were the causes of distraction for that crash. (Cell phone use was excluded). The most frequently reported sources of distraction were: (1)

conversations with passengers, and (2) attending to children in the back seat. However, **when the researchers applied the statistical method known as quasi-induced exposure, they found that distractions with the "highest relative risk" were: (1) billboards outside the vehicle, and, (2) searching for addresses. The authors note that both of the highest risk distractors were *visual* distractions, rather than physical, auditory, or cognitive ones.**

Chattington, et al., 2009 - England

The researchers found "significant effects on both drivers' visual behavior and driving performance" in the presence of both static and video billboards. As expected, the video signs were seen as more potent distractors than similarly placed static signs. The authors state that their results "support and extend (the findings of) other studies of driver distraction by advertising," citing studies by Crundall, et al, and of Young and Mahfoud (both of which were extensively reviewed in the Wachtel 2009 report for AASHTO). The study showed that **several aspects of driving performance were adversely affected by both video and static billboards, with the video signs generally more harmful to such performance than the static signs. The authors list these effects as: speed control, braking, and lane position maintenance.**

Horberry, et al., 2009 - Australia

Road authorities may be justified in using the best research information available, even if incomplete, coupled with engineering judgment, for the development of billboard guidelines. **The authors recommend that their client (Queensland, Australia) adopt advertising restrictions at known areas of high driver workload, including "locations with high accident rates, lane merges, curves/bends, hills and road/works/abnormal traffic flows."** (They state that) "this is broadly in line with Wachtel who recommended a restriction of advertisements at times when driver decision, action points and cognitive demand are greatest – such as at freeway exits/entrances, lane reductions, merges and curves. Although useful for all road users, such restrictions would be of specific benefit to older drivers."

Gitelman, et al., 2010 - Israel

The authors studied crashes at two highway locations along the same heavily traveled freeway – a "treatment" section in which previously visible billboards were covered as part of a trial period, and a "control" section in which the billboards remained visible. At the control sites, crashes remained essentially the same throughout the 3-year study period; at the treatment sites, crashes declined dramatically after the billboards were covered. The results were similar for injury and fatal crashes. After adjusting for traffic volume, **crashes were reduced at the treatment sites (where billboards had been covered) by the following percentages: all crashes by 60%; injury/fatal crashes by 39%; property damage crashes by 72%.**

Bendak & Al-Saleh, 2010 - Saudi Arabia

The authors used a driving simulator in which test subjects drove on two similar roads, one with advertising signs and one without. Twelve male volunteers, ages 23-28,

participated in the study. Driver opinions about billboards were also sought using a simple questionnaire distributed to male drivers at random in the city of Riyadh, Saudi Arabia. 160 questionnaires were returned. Results of the simulator study showed that **the driving speed of participants was not affected by the presence of advertising signs. However, two of the five indicators were statistically significant. Both "drifting unnecessarily from (the) lane" and "recklessly crossing dangerous intersections" were significantly more prevalent in the presence of billboards.** Although not reaching statistical significance, each of the other three measures, tailgating, speeding, and failure to signal, were all worse in the presence of billboards. Half of the respondents to the questionnaire indicated that they had been distracted by a billboard, and 22% indicated that they had been put in a dangerous situation due to distraction from billboards.

Milloy & Caird, 2011 - Canada

This was a driving simulator study that looked at distraction effects of a video billboard and a wind turbine. **The results demonstrated a *causal* (italics original) relationship between the presence of a video billboard and collisions with, and delays in responding to, the lead vehicle.**

Edquist, et al., 2011 - Australia

"The finding that the presence of billboards increases time to detect changes is an important one." Billboards can automatically attract attention when drivers are engaged in other tasks, delaying their responses to other aspects in the environment. The effect of billboards was particularly strong in scenes where response times are already lengthened by high levels of visual clutter. This is of particular concern because roads with high levels of clutter are the very kind of busy, commercial, high traffic environments where billboards are most often erected."

The results are consistent with growing evidence suggesting that billboards impair aspects of driving performance such as visual search and the detection of hazards, and therefore should be more precisely regulated.

Dukic, et al., 2012 - Sweden

In this on-road, instrumented vehicle study, **drivers had a significantly longer dwell time (time looking at the billboards), a greater number of fixations, and a longer maximum fixation duration when driving past digital billboards compared to other signs along the same road sections.**

Perez, et al., 2012 – USA, Washington, DC

The authors of this Federal Highway Administration (FHWA) sponsored study used an instrumented vehicle that recorded volunteer drivers' eye glances as they drove along pre-determined routes in Reading, Pennsylvania and Richmond, Virginia. The routes included digital as well as static billboards, undefined on-premise signs, and areas free of commercial signage. The routes were driven during daylight and at night, and the report found that **digital billboards "were not associated with 'unacceptably long glances away from the road'." As noted above, however, the draft report of this**

study was strongly criticized by the agency's selected peer reviewers, particularly with regard to the efficacy of the obtained eye glance data. Indeed, the participants in the study did gaze more often to digital billboards than to other signs, in some cases more than twice as much. (For example 71% vs. 29% at night in Richmond). As a result of the critical peer reviews, the authors took 33 months to revise the study, which, although dated September 2012, was released on the agency's website on December 30, 2013. This revised report, in turn, was reviewed by the present author, whose critical report was reviewed and agreed-to by 14 independent expert peer reviewers. To our knowledge, the revised FHWA report was not subjected to peer review by the agency prior to its issuance on the agency website, and it has never been given an official agency report number, putting it in a state of uncertainty with regard to its publication.

Divekar, et al., 2013 – USA, Amherst, MA

Experienced drivers are far less likely to be distracted by inside-the-vehicle tasks (e.g. cell phone, map display, entertainment system) than novice drivers. However, the researchers were surprised to find that **experienced and novice drivers are at an equal and elevated risk of getting into a crash when they are performing a secondary task outside the vehicle such as looking at billboards**

Roberts, et al., 2013 - Australia

The appearance of movement or changes in luminance can involuntarily capture attention, and engaging information can capture attention to the detriment of driving performance, particularly in inexperienced drivers. Where this happens in a driving situation that is also cognitively demanding, the consequences for driving performance are likely to be significant. Further, if this results in a situation where a driver's eyes are off the forward roadway for 2 seconds or longer, this will further reduce safety. Additionally, road environments cluttered with driving-irrelevant material may make it difficult to extract information that is necessary for safe driving, particularly for older drivers. The studies that have been conducted show convincingly that roadside advertising is distracting and that it may lead to poorer vehicle control.

Herrstedt, et al., 2013 - Denmark

The authors studied drivers using an instrumented car equipped with an eye-tracking system, a GPS system for registering the vehicle's speed, and a laser scanner for measurement of following distances to other road users. The overall findings of the studies demonstrate that **"advertising signs do affect driver attention to the extent that road safety is compromised."** In 69% of all drives past advertising signs, the driver glanced at least once at the sign; in almost half of all drives, the driver glanced twice or more at the same sign. For 22% of all drives, the total glance duration of successive glances was two (2) seconds or longer. In 18% of all drives, glance durations of one (1) second or longer was recorded. In approximately 25% of all glances, the safety buffer to the vehicle ahead was less than two (2) seconds, and in 20% of the glances, the safety buffer was less than 1.5 seconds. This study has been praised in independent peer review by Dr. Richard Pain, Transportation Research Board Senior Program Officer, retired. Dr. Pain considered this study to be the best designed and

conducted on-road study in this field, the conclusions of which, he believes, were far more valid and robust than those of the FHWA study (discussed above).

Hawkins, et al., 2014 – USA, College Station, TX

This study, sponsored by the on-premise signage industry, was a statistical (epidemiological) analysis of crash rates in the vicinity of on-premise digital signs that had been first installed in 2006-07. On premise signs differ from billboards in several ways. Per the common meaning of the term, on-premise signs must advertise only a business or service that is available on the property on which the sign is located. Because of that, on-premise signs typically function to identify the business and, as such, they may have little text or imagery other than that required for such identification. On the other hand, they are often closer to the road than billboards are permitted to be, and it is often possible for them to be larger than billboards and to feature motion or the appearance of motion. This study employed an analysis methodology known as *empirical Bayes* (or EB) to look at before-and-after crash data in four states. A total of 135 sign locations and 1,301 control sites were used, and the researchers found **"no evidence the installation of on-premise signs at these locations led to an automatic increase in the number of crashes."**

Schieber, et al., 2014 – USA, Vermillion, SD

In this simulator study the authors varied message length (4, 8, or 12 words) on digital billboards that participants drove past at either 25 or 50 MPH. Although there was no decrement in lane keeping or billboard reading performance at the lower speed on straight roads, **"clear evidence of impaired performance became apparent at the higher (50 MPH) driving speed." The analysis revealed that, rather than weaving in and out of lane while reading the billboards with longer messages, participants tended to slowly drift away from the lane center and then execute a large amplitude corrective steering input about eight (8) seconds *after* passing the billboard.** Eye gaze analysis showed that information processing overload began to emerge with a message length of eight (8) words, and was clearly present with twelve (12) word messages under the 50 MPH condition.

Gitelman, et al., 2014 - Israel

In 2014, these authors had the opportunity to add an additional data set to that in their 2010 study (discussed above), and to reanalyze the data from the original study. This was because the road authorities issued a decision to reauthorize the display of billboards that they had previously had ordered covered. In other words, the authors had the opportunity to study traffic crashes on a single roadway when billboards were: (a) visible, then (b) covered, then (c) visible again. The 2010 study examined conditions (a) and (b), and the 2014 supplement added condition (c) and a reanalysis of (a) and (b). They found that: **"The results support and strengthen the previous findings." Removal/covering of the billboards from the highway (condition [b]) was associated with a 30-40% reduction in injury crashes from condition (a) according to two different databases, whereas the reintroduction/uncovering of the billboards (condition [c]) was associated with a 40-50% or 18-45% increase in such crashes, depending on the database cited. The trends were similar and**

consistent across damage-only, injury, and total accidents as well as nighttime vs. daytime injury accidents.

Sisiopiku, et al., 2015 – USA, AL, FL

The authors analyzed crashes from eight (8) digital billboard locations in Alabama and ten (10) in Florida. All sites were on high speed, limited access highways. A total of 377 crashes in Florida and 77 in Alabama were used in the analysis. Actual traffic collision reports were used since the authors discovered numerous errors in coding in the summary crash databases that they initially examined. Although the data set was too small to employ statistical analyses, the authors found that **"the presence of digital billboards increased the overall crash rates in areas of billboard influence compared to control areas downstream of the digital billboard locations. The increase was 25% in Florida and 29% in Alabama."** The predominant crash types that were overrepresented at billboard locations were rear-end and sideswipe collisions, both typical of driver distraction.

Rempel, et al., 2015 - Canada

These authors, working on behalf of the Transport Association of Canada, developed a set of guidelines for the control of digital and projected advertising signs. The resultant guidelines are based on a comprehensive literature review, a survey of Canadian governmental jurisdictions, a review of existing sign regulations, interviews with international Governmental agencies, discussions with sign industry representatives, and the application of human factors and traffic engineering principles. **The key principle documented in the Guidelines is that they "provide recommendations designed to control (digital billboards) *such that they emulate static advertising signs* (italics added), and therefore result in a similar distracting and road safety effect as static advertisements."**

Samsa & Phillips, 2015 - Australia

These authors, working on behalf of the Outdoor Media Association of Australia, studied 29 participants, ages 25-54 in an instrumented vehicle. The participants were fitted with "eye tracking glasses" and their eye fixations and driving performance was assessed as they drove a 14.6 km route in Brisbane, Queensland. **The route took them past a "number" of advertising signs, including static, digital, and on-premise signs. The results showed that fixation durations "were well below" 0.75 seconds, and that there were no significant differences in vehicle headways between the three types of signage. One statistically significant finding was that lateral deviation was poorer when billboards were present.** (Note that, at present, only an Abstract of this industry-sponsored study is available).

Belyusar, et al., 2016 – USA, Cambridge, MA

In this on-road study, data was collected from 123 subjects, nearly equally divided between males (63) and females (60) and between young (age 20-29, N = 63) and older (age 60-69, N = 60). These volunteers drove an instrumented vehicle under normal driving conditions (with no specific tasks to perform) past a digital billboard on a

posted 65 MPH roadway with four travel lanes in each direction. Data was collected during late morning and early afternoon to avoid commuter traffic. The authors state: **"In contrast to the recent FHWA report (Perez, et al., 2012), the findings revealed statistically significant changes in total number of glances and, depending upon the direction of travel, moderate-to-long duration glances in the direction of the billboard." Older drivers were thought to be particularly affected. The authors also found that: "Drivers glanced more at the time of a switch to a new advertisement display than during a comparable section of roadway when the billboard was simply visible and stable."** Given typical billboard dwell (cycle) times of six (6) or eight (8) seconds, these findings add to the argument the dwell times for such signs should be considerably longer.

Compendium of Recent Research Studies on Commercial Electronic Variable Message Signs (CEVMS)

Key to Codes Used in Tables:

*Type of Study:

N = on-road, naturalistic
Q = on-road, quasi-naturalistic
C = on-road, controlled
S = lab, simulator
L = lab, other
E = epidemiological, crash data
R = review of other work
CR = critical review of other work
D = discussion /consultation with experts
G = guidelines or regulations development
QI = questionnaires, interviews, surveys, focus groups, etc.

**Type of Signs Studied:

O = On-premise
C = Conventional billboard
D = Digital billboard
V = Sign contains video or animation
H = Official highway sign
U = Unknown

Date 1st published/presented	2008
Location	U.S. (Massachusetts)
Author(s) Title Affiliation	Chan, E., Pradhan, AK, Knodler, MA, Jr., Pollatsek, A. & Fisher, DL Empirical Evaluation on a Driving Simulator of the Effect of Distractions Inside and Outside the Vehicle on Drivers' Eye Behaviors
Forum	TRB – presentation and CD ROM
Peer Reviewed?	Yes
Sponsor/funding source	National Science Foundation; National Highway Traffic Safety Administration (NHTSA)
Type of Study*	S
Type of Signs Studied**	C (simulated)
Brief Description of Method	Young, novice drivers (age 16-17) are at greatly elevated risk of crashing, and it is believed that distraction plays a large role in such crashes. More experienced, older teen drivers (age 18-19) have also been shown to look away from the forward roadway for extended periods of time. This simulator study compared such extended, off-roadway glance durations of newly licensed drivers to those of older, experienced drivers, using eye movement recordings as participants drove along a simulated roadway and engaged in distracting tasks both inside and outside the vehicle.
Summary of Findings	The researchers compared the average maximum duration of an *episode*, (the maximum time that drivers spent continuously looking away from the forward roadway). For the in-vehicle distractors, the average was 1.63s for the experienced drivers, and 2.76s for the younger drivers. Another measure, the percentage of scenarios in which the maximum duration of an episode was greater than 2s, yielded similar findings. The results were statistically significant between the two groups. As predicted for in-vehicle distractors, the young drivers looked away from the roadway for extended periods (2s or longer) more than twice as often as the experienced drivers while engaged in inside-the-vehicle distractors (such as phone dialing, map reading, and CD searching). Surprisingly, however, results showed that: (a) external distractors were even more distracting, and (b) there was no difference between newly-licensed and experienced drivers on this critical measure of distraction when the drivers performed outside-the-vehicle tasks, specifically, searching for a target letter in a 5x5 grid representative of a billboard. The authors had assumed that experienced drivers would exercise the same degree of caution with the external distractors as they did with the internal ones. Instead, "the experienced drivers showed little concern for the effect that diverting their attention to the side of the roadway might have had on their ability to perceive potential risks immediately in front. In fact, in 81% of the external tasks, older drivers glanced for longer than 2s away from the forward roadway. The authors conclude: "...we think that our drivers engaged in the external search task were truly distracted with potential serous consequences."
Strengths	The study is the first to directly compare the susceptibility to distraction from internal and external tasks between newly licensed and experienced drivers.
Weaknesses/Limitations	Older drivers were not included in this study. The representativeness of the outside-the vehicle task is questionable.
Availability/Accessibility	TRB 2008 Annual Meeting CD-ROM

Date 1st published/presented	2009
Location	UK (England, London)
Author(s) Title Affiliation	Young, MS, Mahfoud, JM, Stanton, N. Salmon, PM, Jenkins, DP & Walker, GH. "Conflicts of Interest: The implications of roadside advertising for driver attention." Brunel University, West London, England
Forum	Transportation Research Part F: Traffic Psychology and Behaviour, Vol. 12(5), September 2009, 381-388.
Peer Reviewed?	Yes
Sponsor/funding source	Insurance company – The Rees Jeffreys Road Fund
Type of Study*	S
Type of Signs Studied**	C, H
Brief Description of Method	The study was conducted in the University's driving simulator. 48 drivers drove urban, rural, and motorway routes in the presence and absence of billboards. Dependent variables included measures of speed and lateral control, and driver attention (mental workload, eye movements, and recall of signs and billboards).
Summary of Findings	The presence of billboards had a detrimental effect on lateral control, and appeared to increase crash risk. Longitudinal control was not affected. More striking effects were found for driver attention. Driver mental workload significantly increased in the presence of billboards. On rural roads and motorways, results showed that billboards were consciously attended to at the cost of more relevant road signs. "We must once again emphasize the persuasive overall conclusion that advertising has adverse effects on driving performance and driver attention. Whilst there are sometimes conflicts of interest at Local Authority level when authorizing billboards (since Councils often take a share of the profit from roadside advertising), these data could and should be used to redress the balance in favour of road safety."
Strengths	A fully interactive high fidelity simulator was used. The use of the NASA-TLX instrument for measuring subjective mental workload was a useful tool that is used too infrequently in studies of driver performance. All participants experienced identical road and sign condition the only manipulation being the presence or absence of billboards.
Weaknesses/Limitations	The sample of participants did not include either older or younger drivers – the age groups thought to be at greatest risk for adverse consequences of billboard distraction. Measures of lateral and longitudinal variability were constrained by the study design and were not fully representative of the measures of these variables used most commonly in the US.
Availability/Accessibility	Journal is available online.

Date 1st published/presented	2009
Location	Norway
Author(s) Title; Affiliation	Backer-Grøndahl, A., & Sagberg, F. "Relative crash involvement risk associated with different sources of driver distraction." Institute of Transport Economics, Norway
Forum	First International Conference on Driver Distraction and Inattention
Peer Reviewed?	Yes
Sponsor/funding source	Unknown
Type of Study*	E, QI
Type of Signs Studied**	C
Brief description of method	Used web- and paper-based questionnaire to ask 4300+ drivers who had been in a crash to identify from a list of possible choices the cause of their crash. Separated those at fault from those not at fault. Relative crash risk of each factor was estimated using the quasi-induced exposure method.
Summary of Findings	The most *frequent* sources of distraction were: (1) conversations with passengers, and (2) attending to children in the back seat. When the statistical method was applied to the data, it was found that distractions with the "*highest relative risk*" were: (1) billboards outside the vehicle, and, (2) searching for addresses. The authors note that both of the highest risk distractors were *visual* distractions, vs. physical, auditory, or cognitive.
Strengths	Authors controlled for possible confounding variables (such as age, gender, driving experience [years] and annual mileage driven) using logistical regression with culpability as the dependent variable.
Weaknesses/Limitations	Some researchers question the viability of the quasi-induced exposure method; cell phone use was (intentionally) excluded from the questionnaire. (It likely would have proven to be the highest risk factor). Confidence intervals were quite large.
Availability/Accessibility	Presented at large international conference; published in conference proceedings.

Date 1st published/presented	2009
Location	UK - England
Author(s) Title Affiliation	Chattington, M., Reed, N., Basacik, D., Flint, A., & Parkes, A. "Investigating Driver Distraction: The Effects of Video and Static Advertising: Transport Research Laboratory
Forum	Report
Peer Reviewed?	Yes
Sponsor/funding source	Transport for London
Type of Study*	S
Type of Signs Studied**	C, V
Brief Description of Method	Used the high fidelity TRL driving simulator, with a specifically designed urban/suburban database typical of the area around London. 48 participants drove 4 different routes, each of which required about 15 minutes. Participants did not know the purpose of the study. Their eye movements were unobtrusively recorded. Roadside advertising was designed to vary by: location (placement within the scene); type (static or video); and exposure duration (at 30 MPH, drivers could see at least 50% of the advertisement for either 2, 4, or 6+ seconds. Video ads ran in a 6-second loop.
Summary of Findings	"The report has found significant effects on both drivers' visual behavior and driving performance when static and video adverts are present and that the video adverts seem more potent distractors than similarly placed static adverts. The results support and extend (the findings of) other studies of driver distraction by advertising." (Here, the authors cite the work of Crundall, et al, and of Young and Mahfoud, both of which were extensively reviewed in the Wachtel 2009 report for AASHTO). The study showed that several different aspects of driving performance were adversely affected both video and static billboards, with the video signs generally more harmful to such performance than the static signs. The authors describe these effects as being "fundamental to the safe control of the vehicle." The effects include: speed control, braking, and the variability of each of these measures, as well as drivers showing that they are "less able to maintain a consistent lane position"
Strengths	A very comprehensive and sophisticated simulation study. The researchers went so far as to pre-screen the content of the simulated advertisements to ensure that they were of equivalent interest to the different age groups in their participant population.
Weaknesses/Limitations	It is important to note that this study compared digital video billboards to traditional static billboards (i.e. it did not examine digital billboards with intermittent displays (i.e. those that change their message every 6-8 seconds) that are typical in the U.S. Although the authors state that their participants represented a "wide range of ages," it is not known how well young and old drivers were represented in the study. This is of concern because these two age groups at the ends of the driving population distribution are known to have the greatest degree of difficulty with attention and distraction.
Availability/Accessibility	TRL Report Number RPN256.

Date 1st published/presented	2009
Location	Australia, Queensland
Author(s) Title Affiliation	Horberry, T., Regan, MA, & Edquist, J. Driver Distraction from Roadside Advertising: The clash of road safety evidence, highway authority guidelines, and commercial advertising pressure. University of Queensland (Australia), INRETS (France), Monash University (Australia).
Forum	Unknown
Peer Reviewed?	Yes
Sponsor/funding source	Swedish National Road and Transport Institute, VTI
Type of Study*	CR, D, G
Type of Signs Studied**	C, D
Brief Description of Method	Critical review of the research, worldwide, as well as existing guidelines and regulations.
Summary of Findings	"Road authorities around the world may … be justified in using the best research information available (albeit incomplete) coupled with engineering judgment for the development of 3rd party advertising guidelines." The authors recommend that Main Roads Queensland adopt advertising restrictions at known areas of high driver workload including "locations with high accident rates, non-junction related lane merges, curves/bends, hills and road/works/abnormal traffic flows. This is broadly in line with Wachtel who recommended a restriction of advertisements at times when driver decision, action points and cognitive demand are greatest – such as at freeway exits/entrances, lane reductions, merges and curves. Although useful for all road users, such restrictions would be of specific benefit to older drivers." The authors correctly point out the flaw in arguments that suggest that guidance or regulatory controls are premature because there is a lack of data showing a causal relationship between billboards and accidents
Strengths	The study examined in detail the existing (2002) guidelines that seek to "minimize the possibility for 3rd party roadside advertisements to distract drivers…" with an intent toward developing upgraded guidelines.
Weaknesses/Limitations	The review of current guidelines, worldwide, is somewhat superficial.
Availability/Accessibility	https://document.chalmers.se/download?docid=653291678

Date 1st published/presented	2010
Location	Israel (Tel Aviv)
Author(s) Title Affiliation	Gitelman, V., Zaidel, D., & Doveh, E. "Influence of Billboards on Driving Behavior and Road Safety,"
Forum	Presented at: Fifth International Conference on Traffic and Transportation Psychology (2012); and at Annual Meeting of Transportation Research Board of the National Academies (2013)
Peer Reviewed?	Yes
Sponsor/funding source	Israel National Roads Authority
Type of Study*	E
Study Design	Quasi-experimental: Before and after crash date with controls – Crash data with DBBs present (2006-7) and absent (2008), with and without signs that were covered. Dependent measure – crashes and injuries. Control variable – traffic volume. Study sites – 8 treatment and 6 control.
Type of Signs Studied**	C
Brief Description of Method	Because of complaints, Israel's Supreme Court ruled that a series of billboards on an urban freeway near Tel Aviv had to be removed for 1 year while an evaluation took place. At control sites, the billboards remained visible throughout the study period. At treatment sites, billboards were visible in the "before" period (2006-7), and were covered during the "after" period (2008). Crashes were recorded and categorized (property damage only, injury or fatality) under four conditions: (a) at treatment sites while signs were visible; (b) at treatment sites after signs were covered; (c) at control sites where signs were visible; and (d) at the same control sites while signs were still visible but signs were covered at the treatment sites.
Summary of Findings	At control sites, crashes remained essentially the same throughout the 3-year study period; at the treatment sites, crashes declined dramatically after the billboards were covered. The results were the same for injury and fatal crashes. After adjusting for traffic volume, crashes were reduced at the treatment sites (where billboards were visible in the "before" period but covered during the "after" period) by the following percentages: all crashes by 60%; injury/fatal crashes by 39%; property damage crashes by 72%.
Strengths	For a field study, this used a well-controlled research design. Before-and-after measures were obtained both for sites where the billboards were covered during the study, and for the sites where the billboards remained visible during this same time period. Road sections were in close proximity, on the same highway, ensuring that traffic speeds and volumes, as well as weather conditions, law enforcement activity, etc. were comparable.
Weaknesses/Limitations	There might have been differences in certain roadway characteristics between the treatment and control sites (e.g. curves, merges, etc.) that were not identified.
Availability/Accessibility	Findings available as PowerPoint from either conference; original study is in Hebrew only; English translation not yet available.

Date 1st published/presented	2010
Location	Saudi Arabia
Author(s) Title Affiliation	Bendak, S., & Al-Saleh, K. "The Role of Roadside Advertising Signs in Distracting Drivers." King Saud University
Forum	*International Journal of Industrial Ergonomics, 40,* 233-236.
Peer Reviewed?	Yes
Sponsor/funding source	Research Centre of the College of Engineering, King Saud University
Type of Study*	S, QI
Study Design	
Type of Signs Studied**	O, C, D, V
Brief Description of Method	Twelve male drivers, age 23-28, drove a simulator consisting of two urban roadways, each 9.3-km long, and matched for physical, environmental and traffic characteristics. One road contained advertising signs; the other was devoid of advertisements.
Summary of Findings	The average driving duration was 12.83 minutes for each route showing that the presence of advertising signs did not materially affect driving speed. There were no accidents. Lane placement and position maintenance suffered significantly in the presence of advertising signs. According to the authors: "swinging and drifting from lane in the presence of advertising signs is a strong indication of how such signs distract drivers and affect their performance." A second finding was that "recklessly crossing dangerous intersections" was also significantly and adversely affected by the presence of advertising signs. This finding, according to the authors "indicates the loss of this fine coordination between paying attention and driving. ... This can reasonably attributed... to the longer reaction time needed in the presence of hazards due to being distracted." All three of the other measures: tailgating, "overspeeding," and failure to signal, were poorer in the presence of advertising signs, but these were not statistically significant. In response to the questionnaire, 50% of the 160 respondents said they had been distracted by advertising signs, and 22% reported having been in a dangerous situation at least once due to being distracted by advertising signs.
Strengths	The two simulated routes driven were matched for key characteristics; the differences between them were essentially only in the presence or absence of advertising signs.
Weaknesses/Limitations	No females and no drivers older than 28 were included. "Advertising" signs of many different types were comingled, so it was impossible to identify the effects of any one category of signs, such as billboards. No definition is provided of the behavior identified as "recklessly crossing dangerous intersections." The authors attribute poorer performance in this measure to longer reaction time in the presence of the advertising signs, but there is no indication that they measured this response. The questionnaire completed by 160 respondents was not included in the paper.
Availability/Accessibility	www.elsevier.com/locate.ergon

Date 1st published/presented	2011
Location	Canada (Calgary, Alberta)
Author(s) Title Affiliation	Milloy, SL; and Caird, JK. "External Driver Distractions: The Effects of Video Billboards and Wind Farms on Driver Performance." University of Calgary
Forum	Book chapter
Peer Reviewed?	Yes
Sponsor/funding source	Unspecified
Type of Study*	S
Type of Signs Studied**	V (simulated)
Brief Description of Method	The contribution to driver distraction from in-vehicle technologies such as cell phones, I-Pods, and navigation systems have been studied extensively. But it is external distractions that compose the single largest category of distraction-related crashes. The least is known about such crashes, possibly because the variety of people, objects and events that make up external distractions are very difficult to study in a controlled empirical fashion. In theory, drivers often have spare cognitive capacity that they can allocate toward distractors such as billboards. The question asked here was: what happens when an unlikely but totally plausible emergency event takes place – can the driver "reallocate" his or her attention so as to respond to the event in a timely manner. In this "event-based" scenario, either the driver responds adequately or not. In this simulator study, drivers on a freeway moving at 80 km/h (50 mph) in an industrial environment passed a video billboard at the same time that a lead vehicle suddenly braked hard.
Summary of Findings	The results found a *causal* (italics original) relationship between the presence of the video billboard and collisions with, and delays in responding to, the lead vehicle. The authors note that the billboards in this study were less able to capture the drivers' attention than video billboards in the real world because the simulated billboards were not as bright as actual billboards, and because the study was not conducted at night, where the distracting effects were believed to be greater. The implication is that real world safety problems may be more significant than those indicated by the study.
Strengths	A high fidelity, interactive driving simulator with a 150-degree forward field of view was used. All 21 subjects made three drives, and viewed two static and two video billboards in each. The images on the billboards were different in each presentation. A lead vehicle appeared intermittently, and, twice during each presentation, braked suddenly so that the subject had to respond quickly to avoid a collision
Weaknesses/Limitations	Younger and older drivers, those believed to be most susceptible to such distractions, were not included in the study. Learning may have occurred from earlier drives, and subjects may have come to use the appearance of billboards as a visual cue to prepare to brake for the lead vehicle.
Availability/Accessibility	Published in: "Handbook of Driving Simulation for Engineering, Medicine and Psychology." Edited by: D.L. Fisher, M. Rizzo, J.K. Caird, & J.D. Lee. Boca Raton: CRC Press.

Date 1st published/presented	2011
Location	Australia, Perth
Author(s) Title Affiliation	Edquist, J., Horberry, T., Hosking, S. & Johnston, I "Advertising billboards impair change detection in road scenes" Monash University Accident Research Centre
Forum	2011 Australasian Road Safety Research, Education & Policing Conference
Peer Reviewed?	Yes
Sponsor/funding source	Unknown
Type of Study*	L
Type of Signs Studied**	C, H
Brief Description of Method	The authors used a "change detection" paradigm to study how billboards affect visual search and situation awareness in road scenes. Change detection time has been shown to correlate with at-fault errors in a simulated driving task. In a controlled experiment, inexperienced (mean age 19.3), older (73.0), and comparison (34.8) drivers searched for changes to road signs and vehicle locations in static photographs of road scenes. The road scenes ranged from suburban main streets to multilane highways to provide varying levels of background clutter. The actual experimental protocol is too complex to include in this summary, but may be found in the original article.
Summary of Findings	"The finding that the presence of billboards increases time to detect changes is an important one. This result lends support to the idea that billboards can automatically attract attention when drivers are engaged in other tasks, delaying their responses to other aspects in the environment The effect of billboards was particularly strong in scenes where response times are already lengthened by high levels of built or designed clutter. This is particularly concerning, as road scenes with high levels of built and/or designed clutter are just the sort of busy, commercial, high traffic environments where billboards are most often erected." Participants took longer to detect changes in road scenes that contained advertising billboards. This finding was especially true when the roadway background was more cluttered, when the change was to an official road sign, and for older drivers. The results are consistent with the small but growing body of evidence suggesting that roadside billboards impair aspects of driving performance such as visual search and the detection of hazards, and therefore should be more precisely regulated in order to ensure a safe road system.
Strengths	The change detection task has been shown to be relevant to safe driving performance, but has been underutilized in research. The inclusion of three diverse age cohorts addresses limitations in many other studies.
Weaknesses/Limitations	The study did not include an actual, or simulated driving task; rather a surrogate measure for visual subtasks required during driving. (However, the results are consistent with mounting evidence showing that roadside billboards impair key aspects of driving performance). Horberry, et al., (2009) argue that: "rather than waiting until it can be proven beyond doubt that roadside advertising is responsible for a particular collision, road authorities should regulate billboards to minimize the probability of interference with driving."
Availability/Accessibility	http://casr.adelaide.edu.au/rsr/RSR2011/4CPaper%20166%20Edquist.pdf

Date 1st published/presented	2012
Location	Sweden (Stockholm)
Author(s) Title Affiliation	Dukic, T., Ahlstrom, C., Patten, C., Kettwich, C., & Kircher, K. "Effects of Electronic Billboards on Driver Distraction." Swedish National Road and Transport Research Institute, and Karlsruhe Institute of Technology
Forum	Journal of Traffic Injury Prevention
Peer Reviewed?	Y
Sponsor/funding source	Swedish Transport Administration
Type of Study*	Q
Type of Signs Studied**	D
Brief Description of Method	The Swedish government allowed 12 digital billboards to be erected along highways near Stockholm for a trial period during which this, and related research was conducted. 41 volunteers drove an instrumented vehicle past 4 of the billboards in both day (N = 20) and night (N = 21) conditions. Eye movements (and other measures) were recorded. "A driver (was) considered to be visually distracted when looking at a billboard continuously for more than two seconds with a single long glance, or if the driver looked away from the road for a 'high percentage of time'." (This is defined in the study based on prior research, but is too complex for inclusion in this brief summary). Dependent measures were eye tracking and driving performance measures.
Summary of Findings	Drivers had a significantly longer dwell time (time looking at the billboards), a greater number of fixations, and a longer maximum fixation duration when driving past a DBB compared to other signs along the same road sections. No differences were found for day-night, or for specific driver performance variables.
Strengths	Excellent review of the relevant literature and explanation of the psycho-physiological processes involved
Weaknesses/Limitations	It is known from other research that younger drivers (e.g. those under age 25) and older drivers (e.g. those over age 65) are more likely to be distracted by roadside stimuli that are irrelevant to the driving task; this study was limited to drivers between the ages of 35 and 55.
Availability/Accessibility	http://www.tandfonline.com/doi/abs/10.1080/15389588.2012.731546

Date 1st published/presented	2012
Location	USA
Author(s) Title Affiliation	Perez, WA, Bertola, MA, Kennedy, JF, & Molino, JA "Driver Visual Behavior in the Presence of Commercial Electronic Variable Message Signs (CEVMS)." SAIC (now Leidos)
Forum	Unnumbered FHWA Report
Peer Reviewed?	N[4]
Sponsor/funding source	Federal Highway Administration
Type of Study*	C
Type of Signs Studied**	O, C, D, H
Brief Description of Method	FHWA contractor used instrumented vehicle with on-board eye glance data recording as participant drivers drove along predetermined routes in Reading, PA and Richmond, VA. Each route took the participants past a series of on-premise and off-premise (billboard) signs, apparently both conventional and digital, during daytime and at night.
Summary of Findings	Gazes to the road ahead were high across all test conditions; however, in three of the four test conditions digital and conventional billboards resulted in a lower probability of gazes to the road ahead as compared to the control conditions in which billboards were not present (although on-premise signs, including, potentially, electronic signs, might have been present). In Richmond, drivers gazed more at the digital than standard billboards at night, but this difference was not found in Reading.
Strengths	The study used state-of-the-art eye glance recording equipment. The study route had drivers pass signs on rural and urban routes, and surroundings that differed in visual complexity.
Weaknesses/Limitations	Numerous critical discrepancies between draft and final reports; errors in identifying billboard locations including size, distance from road edge, side of road; both far and near distances at which eye glances to billboards were recorded were artificially truncated; two experimenters sat in the vehicle with the participant driver; data overload required experimental vehicle to pull off road for resets; inappropriate recordation of billboard luminance levels; confounding of billboards with on-premise signs.
Availability/Accessibility	Report is available on the FHWA website at http://www.fhwa.dot.gov/real_estate/oac/visual_behavior_report/final/cevmsfinal.pdf

[4]In March 2011, FHWA released a draft version of the report to three pre-selected peer reviewers. The reviewers were not identified and the draft report was not made available to the public. The comments of two of the three reviewers (the third did not provide meaningful or comprehensive comments) were so critical of the draft report (stating, in essence, that the report's findings about eye glance durations to billboards were not credible) that FHWA spent the next 33 months revising and rewriting the report. A final report, which was *not* peer reviewed, was released on the agency's website on December 30, 2013, although the report was dated September 2012. Although the unreleased draft report was given the official agency report number FHWA-HEP-11-014, the final report remains unnumbered and unpublished.

Date 1st published/presented	2013
Location	U.S. (Massachusetts, Amherst)
Author(s) Title Affiliation	Divekar, G., Pradhan, AK, Pollatsek, A., & Fisher, DL; "Effects of External Distractions" University of Massachusetts, Amherst
Forum	Journal
Peer Reviewed?	Yes
Sponsor/funding source	National Institutes of Health, National Science Foundation, Arbella Insurance Group Charitable Foundation
Type of Study*	S
Type of Signs Studied**	D (simulated)
Brief Description of Method	Following previous research in the same lab, the authors sought to understand: (a) why experienced drivers were taking such long glances at external distractions (simulated billboards) when they were unwilling to do so for distractors inside the vehicle, and (b) if these experienced drivers were sacrificing some of their ability to monitor visible hazards in the roadway ahead of their vehicle, are they sacrificing even more of their ability to anticipate unseen hazards. Novice and experienced drivers performed an external search task (reading a simulated billboard) while driving in a simulator. Eye movements were recorded, as were vehicle performance.
Summary of Findings	Distractions are a major contributor to crashes, and almost one-third of such distractions are caused by sources external to the vehicle. Of these, digital billboards stand out because of their brightness and changing imagery. Recent research indicates that such billboards may attract attention away from the forward roadway for extended periods of time, and converging evidence shows that looking away from the forward roadway for such extended periods is associated with elevated crash risk. The external tasks in this study were designed to be similar to scanning a sign dense with information in the real world, such as a digital billboard that changed message every few seconds. "This study provides clear evidence that external tasks are distracting not only for novice drivers, but also for more experienced drivers." For both groups, external distractions significantly affect the drivers' anticipation of hazards. Overall the study showed that experienced as well as novice drivers are at an elevated risk of getting into a crash when they are performing a secondary task such as looking at a billboard.
Strengths	Sophisticated driving simulator with realistic hazard scenarios.
Weaknesses/Limitations	The simulated billboards, although requiring an external, visual distraction task, were not very representative of roadside billboards. There was no effort to study the effects of such external distractions on older drivers, a group known to be at high risk for such distraction
Availability/Accessibility	Transportation Research Record, Journal of the Transportation Research Board No. 2321.

Date 1st published/presented	2013
Location	Australia
Author(s) Title Affiliation	Roberts, P., Boddington, K., & Rodwell, L. "Impact of Roadside Advertising on Road Safety" ARRB Group (formerly Australian Road Research Board)
Forum	Austroads Road Research Report: Publication No. AP-R420-13
Peer Reviewed?	Unknown
Sponsor/funding source	Austroads (The Association of Australian and New Zealand Road Transport and Traffic Authorities)
Type of Study*	CR, G
Type of Signs Studied**	O, C, D, V
Brief Description of Method	(a) A critical review of existing literature to study the risk of distraction from roadside advertising, and to communicate these findings; (b) document and review existing guidelines across different highway agencies to identify gaps and inconsistencies; (c) develop guiding principles and make guidance recommendations that could be used to create guidelines and to harmonize guidelines across diverse agencies.
Summary of Findings	Most drivers, under most conditions, most of the time, probably possess sufficient spare cognitive capacity that they can tolerate driving-irrelevant information. The problem comes in some driving situations where it becomes likely that (the appearance of) movement or changes in luminance will involuntarily capture attention and that particularly salient emotional or engaging information will capture attention to the detriment of driving performance, particularly in inexperienced drivers. Where this happens in a driving situation that is also cognitively demanding, the consequences for driving performance are likely to be significant. Further, if this attentional capture also results in a situation where a driver's eyes are off the forward roadway for a significant amount of time (i.e. 2 seconds or longer) this will further reduce safety. Additionally, road environments cluttered with driving-irrelevant material may make it difficult to extract information that is necessary for safe driving, particularly for older drivers. The studies that have been conducted show convincingly that roadside advertising is distracting and that it may lead to poorer vehicle control. Results from the Klauer, et al (2006) studies show that looking at an external object increased the crash risk by nearly four times, nonetheless the number of crashes resulting from such distraction is probably quite small. This suggests that the contribution of roadside advertising to crashes is likely to be relatively minor. Nonetheless, from the Safe System perspective it would be difficult to justify adding any infrastructure to the road environment that could result in increased distraction for drivers. The exception to this may be in the case long drives on monotonous roads where drivers are likely to suffer the effects of passive fatigue.
Strengths	A comprehensive review, not only of existing research, but also of relevant human factors principles, advertising sign technology, and best practices.
Weaknesses/Limitations	Although the authors extensively review and comment on existing regulations and guidelines, only brief mention is made of guidelines in the U.S.
Availability/Accessibility	Available on the Austroads website

Date 1st published/presented	2013
Location	Denmark
Author(s) Title Affiliation	Herrstedt, L., Greibe, P., & Andersson, P. "Roadside Advertising Affects Driver Attention and Road Safety." Trafitec, Denmark
Forum	International Conference
Peer Reviewed?	Yes
Sponsor/funding source	Unknown
Type of Study*	Q
Type of Signs Studied**	C, D
Brief Description of Method	32 drivers, both men and women between the ages of 23 and 70, drove an instrumented vehicle on one of several comparable routes. Drivers had to have a current license and not require eyeglasses while driving. Drivers were not informed in advance of the purpose of the drive. The car's instruments recorded eye movements, vehicle speed and position, and proximity to vehicles ahead of the test vehicle. A "safety buffer" was calculated which reflected the time available for the driver to respond to a sudden critical situation requiring immediate action to avoid an accident.
Summary of Findings	A total of 109 drives past advertising signs were completed, and a total of 233 glances to the 16 roadside advertising signs were recorded. Results showed that, in 69% of all drives, the driver glanced at the advertisement at least once. In nearly half of all drives, the driver glanced two or more times to the same billboard. 18% of all glances lasted for 1 second or longer, and the total duration of successive glances on a single drive was 1.5 seconds or longer in 29% of trials, 2.0 seconds or longer in 22% of trials, and 3.0 seconds or longer in 10% of trials. In 65 of the 233 glances (28%), a vehicle ahead was present within a time gap of less than 3.0 seconds. In 59 cases (25%) the safety buffer was less than 2.0 seconds, and in 20% of all cases, the safety buffer was as low as 1.5 seconds. The authors conclude that, in 25% of all cases, driving safety was reduced because the safety buffer was less than 2 seconds to the lead vehicle. Further, in 16% of all drives (17 out of 109), the sum of cumulative glances to the same billboard resulted in visual distraction using the method developed by VTTI (2.0 seconds or more within a 6.0 second window). In other words, the authors state: "In more than every sixth drive past, visual distraction occurs as a result of the advertising sign." Their overall conclusion was that "the investigated advertising signs do capture drivers' attention to the extent that it impacts road safety."
Strengths	This is one of only two known on-road studies to combine measures of driver glance behavior (number and duration of glances to billboards) with the simultaneous measure of following distance to a vehicle ahead, and the only one to (apparently) calculate such following distances via laser scanner for accuracy. Older drivers were included in the participant group.
Weaknesses/Limitations	More details about the specific billboards studied would have been helpful.
Availability/Accessibility	*Proceedings of the 3rd International Conference on Driver Distraction and Inattention.*

Date 1st published/presented	2014
Location	US
Author(s) Title Affiliation	Hawkins, HG, Jr., Kuo, P-F, & Lord, D. "Statistical Analysis of the Traffic Safety Impacts of On-Premise Digital Signs" Texas A&M University
Forum	93rd Annual Meeting of the Transportation Research Board
Peer Reviewed?	Yes
Sponsor/funding source	On-premise sign industry (Signage Foundation, Inc.)
Type of Study*	E
Type of Signs Studied**	O
Brief Description of Method	135 sites in four states, where on premise signs had been installed in 2006-07, were compared to 1,301 control sites using the Empirical Bayes (EB) statistical methodology.
Summary of Findings	There were no statistically significant changes in crash frequency associated with the installation of the on-premise digital signs studied. A calculated safety effectiveness index was equal to 1.00, with the 95 percent confidence interval between 0.93 and 1.07. The findings were similar for each of the four investigated States. The researchers concluded that "there is no evidence (that) the installation of on-premise signs at the locations (studied) led to an automatic increase in the number of crashes." The authors point out in their conclusions that it might be of interest to examine whether or not the index varies as a function of sign design and operation or characteristics of the crashes themselves.
Strengths	The study employed a large database and a robust statistical analysis procedure.
Weaknesses/Limitations	The on-premise signs to be studied were chosen by the sponsor and individual sign companies rather than by the authors or at random. It is possible that the selection criteria included a bias toward the least potentially distracting signs (in terms of size, color, contrast, animation, video, etc.).
Availability/Accessibility	Paper No.: 14-2772 of the 93rd Annual Meeting of the Transportation Research Board.

Date 1st published/presented	2014
Location	USA
Author(s) Title Affiliation	Schieber, F., Limrick, K., McCall, R., & Beck, A. "Evaluation of the Visual Demands of Digital Billboards Using a Hybrid Driving Simulator" University of South Dakota
Forum	Journal
Peer Reviewed?	Yes
Sponsor/funding source	Unknown
Type of Study*	S
Type of Signs Studied**	D (Simulated)
Brief Description of Method	The authors used a purpose-built hybrid driving simulator designed "for investigating the limits of sign reading performance while driving." The driving task and the view of the road ahead used a validated, commercial simulator; but the digital billboard stimulus was implemented on a separate 20:1 scaled LCD display mounted on a linear actuator rail that could move the simulated sign toward the observer at angular velocities simulating speeds up to 55 mph. 18 university undergraduates participated. Gaze direction (road ahead vs. billboard) was captured by a video recording of each participant's face as they drove– this technique was previously demonstrated by the senior author. Participants drove once at 25 and again at 50 mph. Digital billboard stimuli were presented at predetermined random intervals, and contained either 4, 8, or 12 frequently used English words, also displayed at random.
Summary of Findings	The authors state: "Although little or no decrement in lane keeping or reading performance was observed at slow speed (25 MPH) on straight roads, clear evidence of impaired performance became apparent at the higher driving speed (50 MPH). Lane keeping performance was significantly degraded when participants were required to read digital billboards with 8 or more words at the higher speed. This decrement became greater when the sign contained 12 words. Surprisingly, the decrements in lane keeping performance emerged *after* the participants had finished reading the sign. The participants tended to slowly drift away from the center of the lane, and then executed a large amplitude corrective steering input during the 8-second interval after encountering the digital billboard. Eye gaze statistics and reading performance showed that information processing overload began to emerge at a message length of 8 words and was clearly present when 12 words were displayed.
Strengths	Sophisticated, hybrid driving simulator with a custom built zoomed image sign projector designed to overcome traditional simulator constraints on sign legibility at realistic distances. Simulated digital billboards contained different, common words of 4-5 letters each, and each was presented in the same size and location on the billboard.
Weaknesses/Limitations	No older drivers were studied. There is no discussion of the validity of the hybrid driving simulator for this specific application. The simulated billboards were only 10 ft. in width, only about one-fifth the width of typical highway billboards.
Availability/Accessibility	*Proceedings of the Human Factors and Ergonomics Society 58th Annual Meeting,* 2214-2218.

Date 1st published/presented	2014
Location	Israel (Tel Aviv)
Author(s) Title Affiliation	Gitelman, V., Zaidel, D., Doveh, E., & Silberstein, R. "Accidents on Ayalon Highway - Three Periods Comparison: Billboards Present, Removed, and Returned"
Forum	
Peer Reviewed?	Yes
Sponsor/funding source	Israel National Roads Authority
Type of Study*	E
Study Design	Quasi-experimental: Billboards present (2006-07), absent (2008), present again (2009-12) with controls. Dependent measure – property damage and injury crashes. Control variable – traffic volume. Study sites – 8 treatment and 6 control.
Type of Signs Studied**	C
Brief Description of Method	Because of complaints, Israel's Supreme Court ruled that a series of billboards on an urban freeway near Tel Aviv had to be removed, i.e. covered, for one year while an evaluation took place. At the end of the experimental period, the billboards were uncovered such that they were again visible to motorists. At control sites, the billboards remained visible throughout the study period. At treatment sites, billboards were visible in the "present" period (2006-7), covered during the "removed" period (2008), and visible again in the "returned" period (2009-12). Crashes were recorded and categorized (property damage only, injury or fatality) under six conditions: (a) at treatment sites while signs were visible; (b) at treatment sites after signs were covered; (c) at treatment sites where signs were visible again after having been uncovered; (d) at control sites where signs were visible; and (e) at the same control sites while signs were still visible but signs were covered at the treatment sites; and (f) at control sites while signs were again visible at the treatment sites.
Summary of Findings	At control sites, crashes remained essentially the same throughout the 6-year study period; at the treatment sites, crashes declined dramatically after the billboards were covered, and returned just as dramatically once the billboards were uncovered and therefore again visible. The results were the same for injury and fatal crashes. After adjusting for traffic volume, crashes were reduced at the treatment sites (where billboards were visible in the "before" period but covered during the "after" period) by the following percentages: all crashes by 60%; injury/fatal crashes by 39%; property damage crashes by 72%.
Strengths	For a field study, this used a well-controlled research design. Before-and-after measures were obtained both for sites where the billboards were covered during the study, and for the sites where the billboards remained visible during this same time period. Road sections were in close proximity, on the same highway, ensuring that traffic speeds and volumes, as well as weather conditions, law enforcement activity, etc. were comparable.
Weaknesses/Limitations	There might have been differences in certain roadway characteristics between the treatment and control sites (e.g. curves, merges, etc.) that were not identified.
Availability/Accessibility	Complete study is in Hebrew only; English translation is available for the Executive Summary only.

Date 1st published/presented	2015
Location	USA
Author(s) Title Affiliation	Sisiopiku, VP, Islam, M., Haleem, K., Alluri, P. & Gan, A. "Investigation of the Potential Relationship between Crash Occurrences and the Presence of Digital Billboards in Alabama and Florida"
Forum	Conference Paper
Peer Reviewed?	Yes
Sponsor/funding source	U.S. Department of Transportation/RITA, Alabama Department of Transportation, Florida Department of Transportation
Type of Study*	E
Type of Signs Studied**	D
Brief Description of Method	The authors analyzed historical crash records from the states of Alabama and Florida. They identified locations of digital billboards along major limited-access roadways and chose 18 suitable sites for analysis, each with its own control site. Crash records were obtained for a five-year period from a centralized database in Alabama, and crash rates were determined per million vehicle miles travelled at each site. The procedure was similar in Florida, although only three years were studied. Because many crashes in the vicinity of the billboards were found to be located incorrectly, the authors retrieved the actual police traffic collision reports for 783 crashes. Of these, 406 had to be eliminated due to coding errors in the original summary reports, leaving a total of 377 crashes for the safety assessment.
Summary of Findings	The authors state: "The overall results were consistent between the two states. The presence of digital billboards increased the overall crash rates at "digital advertising billboard influence zones" by 25% in Florida and 29% in Alabama, compared to control sites. In addition, sideswipe and rear-end crashes were overrepresented at digital billboard influence zones compared to control sites.
Strengths	Included in their influence zone was a short distance (minimum 0.05 mile) downstream of each billboard. This is in keeping with the findings of Schieber, et al., discussed elsewhere in the present document. The influence zone and associated control zone for each billboard were matched for traffic and roadway conditions.
Weaknesses/Limitations	The authors provide no explanation for how the specific billboard locations were chosen out of all possibilities that they identified. Apparently, they identified "influence zones" by calculating the distances upstream of each digital billboard from which the sign could be seen, using Google Street View. There seems to have been no effort to relate sight distance in the real world to that shown in the Google Street View images. It is unclear whether their 5 years of data (AL) and 3 years (FL) correspond to periods when the billboards studied were actually in place, given that the authors seem to have selected sites from Google Street View.
Availability/Accessibility	*Proceedings of the Human Factors and Ergonomics Society 58th Annual Meeting*, 2214-2218.

Date 1st published/presented	2015
Location	Canada
Author(s) Title Affiliation	Rempel, G., Montufar, J., Forbes, G., & Dewar, R. "Digital and projected advertising Displays: Regulatory and Road Safety Assessment Guidelines." MORR Transportation Consulting, Ltd., Intus Road Safety Engineering, Inc.., Western Ergonomics, Inc.
Forum	Transportation Association of Canada Report
Peer Reviewed?	Yes
Sponsor/funding source	Transportation Association of Canada
Type of Study*	CR
Type of Signs Studied**	O, D
Brief Description of Method	The authors performed a critical literature review, met with representatives of Canadian government agencies and outdoor advertising companies, investigated practices and regulations/guidelines in other countries, and applied human factors principles toward the development of guidelines for Canada.
Summary of Findings	The resultant guidelines are specific to traffic safety issues – they do not address the aesthetic, "nuisance," or economic factors of such signs. Guidance is developed for sign density, spacing, dwell time (which they call "frame duration"), illuminance (which they authors call "brightness"), proximity to traffic control devices and driver decision points, message sequencing and text scrolling, animation, and transition time between messages. The overriding principle proposed in this report is that digital advertising signs should "emulate" traditional signs.
Strengths	A comprehensive review, not only of existing research, but also of relevant human factors principles, advertising sign technology, and best practices.
Weaknesses/Limitations	Accepted industry practices regarding DBB lighting rather than getting the views of lighting experts or undertaking their own independent evaluation.
Availability/Accessibility	Available for purchase from Transportation Association of Canada at http://tac-atc.ca/en/digital-and-projected-advertising-displays-publication-now-available

Date 1st published/presented	2015[2]
Location	Australia
Author(s) Title Affiliation	Samsa, C., & Phillips, T. "Digital Billboards 'Down Under': Are they Distracting to Drivers and can Industry and Regulators Work Together for a Successful Road Safety Outcome?" Samsa Consulting, Outdoor Media Association of Australia
Forum	*4th International Conference on Driver Distraction and Inattention*
Peer Reviewed?	Yes
Sponsor/funding source	Outdoor Media Association of Australia
Type of Study*	C
Type of Signs Studied**	C, D, O
Brief Description of Method	29 participants, ages 25-54, drove an instrumented vehicle along a 14.6 km route in Brisbane, Queensland. Drivers were fitted with "eye tracking glasses."
Summary of Findings	Average fixation durations were "well below 0.75 s". There were no significant differences in average vehicle headway between the three signage types. There was a statistically significant difference in lateral deviation when billboards were present.
Strengths	The data showing significant differences in lateral deviation in the presence of billboards is in accord with findings from other recent studies.
Weaknesses/Limitations	No older drivers were studied. There is little description of the eye tracking glasses used, but this apparatus is not known to provide the precision necessary to determine exactly where the wearer is looking. No information is provided to enable the reader to determine how vehicle headways were measured; as such it is not possible to compare this study to the one conducted in Denmark, where headway measurement was clearly described.
Availability/Accessibility	https://www.ivvy.com/event/DD2015

[2]At the present time, this paper is available only as an Abstract. Our comments might change once we are able to review the complete paper.

Date 1st published/presented	2016
Location	USA
Author(s) Title Affiliation	Belyusar, D., Reimer, B. Mehler B., & Coughlin, JF. "A Field Study on the Effects of Digital Billboards on Glance Behavior During Highway Driving." New England University Transportation Center & MIT Age Lab
Forum	Accident Analysis and Prevention, 88, 88-96
Peer Reviewed?	Yes
Sponsor/funding source	US Department of Transportation, Region 1 New England, University Transportation Center at MIT, and the Toyota Class Action Settlement Safety Research and Education Program.
Type of Study*	Q
Type of Signs Studied**	D
Brief Description of Method	This on-road study had 123 subjects, nearly equally divided between males and females and between young and old. Participants drove an instrumented vehicle under normal driving conditions, with no specific tasks to perform, past a digital billboard on a highway with a speed limit of 65 MPH.
Summary of Findings	The authors found statistically significant changes in total number of glances and, depending upon the direction of travel, moderate-to-long duration glances in the direction of the billboard as compared to sections of the roadway in which the billboard was not visible. Older drivers were particularly affected. The authors also found that: "Drivers glanced more at the time of a switch to a new advertisement display than during a comparable section of roadway when the billboard was simply visible and stable." They concluded: "Given typical billboard dwell (cycle) times of six (6) or eight (8) seconds, these findings add to the argument the dwell times for such signs should be considerably longer."
Strengths	The driving task was quasi naturalistic; both young and old drivers, and both males and females, were equally represented.
Weaknesses/Limitations	Only one billboard, with two faces, was used in the analysis. There could be characteristics of that sign, or its location, which make the results not generalizable to other billboards.
Availability/Accessibility	http://www.sciencedirect.com/science/article/pii/S0001457515301664

Citations:

Backer-Grøndahl, A., & Sagberg, F. (2009). "Relative crash involvement risk associated with different sources of driver distraction." Presented at the First international Conference on Driver Distraction and Inattention. Gothenburg, Sweden: Chalmers University.

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LARGE-SIZED DIGITAL BILLBOARDS HAZARD

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ABSTRACT

Various kinds of media are used for outdoor advertising purposes. One such medium comprises large electronic billboards with light-emitting diodes (LED) as the source of light. Such novel advertising devices' photometric parameters are different than in the media used so far and consequently impact road traffic participants in a different manner. Digital billboards with electroluminescent diodes are large, have high luminance, and display dynamically changing images. Billboards located near streets are a potential threat to traffic safety. The paper presents requirements for such billboards, the results and analysis of measurements of selected billboards located in Poznań, Poland, as well as conclusions and recommendations for large-sized billboards with LED located in the vicinity of roads and intersections.

Keywords: Digital billboards, light engineering, road safety.

1 INTRODUCTION

Large-sized billboards have been in operation for a long time, dating back to 1900 in United States. At first, these were simply large billboards covered with paper advertisements. To provide better visibility, also at night, external lighting sources projecting light onto the billboards have been used, and when the advertisement's carrier is replaced with fabric or PVC, backlight has been used. These are the most common billboards seen and operated in cities and highly populated areas. The employed lighting sources include lamps with fluorescent, halogen, metal halide, and LED light sources. The surface (up to 5 m^2) of such a billboard illuminates transmitted or reflected light with relatively low illuminance (0.5–5 lx).

Similarly to many developed countries all over the world, large-sized (12–72 m^2) [1] electronically controlled billboards with LED diodes as the main source of light have appeared in Polish cities, towns, and other populated areas. Compared to traditionally illuminated billboards, these feature much higher brightness values (light intensity or luminance).

The dramatic increase of the number of such billboards (55 in 2009, 213 in 2010, in Poland) [1] may pose direct danger to road traffic participants, not to mention the unappealing visual disorder due to overcrowding of such advertising devices.

One of the factors increasing such risk is improperly operated, excessively bright electronic billboards (Fig. 3).

With the development of the technology of LED, large-sized billboards with electroluminescent diodes have come to the towns of Poland. These billboards are usually large, have high luminance, and show dynamically changing images. Car, bus, and rail vehicle drivers complain that glaring billboards located in their field of vision are uncomfortable to look at and interfere with normal driving tasks, especially in the evening and at night. Billboards located near streets are a potential threat to traffic safety.

The use of a high quantity of LEDs and an electronic control system makes such devices similar to TV screens, which gives the use novel, previously unavailable functionalities, with photometric parameters unlike the previous ones. Given their large area, such billboards feature very high brightness – much higher than traditional billboards. In addition, the presented content may feature brightness of various levels and dynamically changing images (video, animation). At nighttime and

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Figure 1: Small billboards (cityboards) on tram stop.

Figure 2: Large-sized digital billboards on city roundabout.

in poor atmospheric conditions during the day (e.g. cloudy sky, fog, rain) such billboards may uncomfortably impair the drivers' vision and hinder their ability to normally drive cars. A great majority of them are a potential source of glare and distraction among the drivers. By displaying content that resembles road traffics signs, such billboards often mislead the drivers.

Aiming to reach as many potential content viewers as possible, billboard owners install them mostly in places with intensive vehicle and pedestrian traffic, such as main traffic routes, intersections, traffic circles, and close to heavily used roads and pedestrian crossings, thus putting traffic participants in danger. The lack of explicit legal regulations for operating such devices makes the situation only more evident.

The problem of negative impact of large-sized billboards on the drives has been acknowledged and partially examined, and authorities at various levels (local, state, sometimes even national) have been trying to specify permissible operating conditions for such billboards.

Legal regulations applicable in other countries are far from coherent: from complete prohibition of use across the entire country (Spain), through country-specific (Holland, South Africa, Brazil) or local partial restrictions on selected parameters in force in specific states (Queensland, Victoria, New South Wales in Australia, New York, Virginia in USA) through specific cities (San Antonio, Oakdale in USA) to no legal regulations whatsoever (numerous countries in Asia and Middle East).

Figure 3: Billboards placed too low and with high brightness.

The following are examples of requirements that apply to such billboards, accepted by local self-governments, states, and government bodies in countries that have already acknowledged the problem of outdoor billboards. Also, results of measurements of photometric and geometric parameters of selected billboards located in Poznań, Poland, have been presented, and recommendations for the operation of large-sized billboards with LEDs have been formulated.

2 EXAMINATION OF BILLBOARDS AND THEIR IMPACT ON DRIVERS

All over the world numerous and continued research projects have been completed, aiming at establishing the impact of large-sized LED billboards on road traffic safety and formulating requirements and recommendations regulating the principles of installation and operation of such devices. The great majority of research projects were devoted to the topic of distracting the drivers due to the manner and type of the displayed advertising content [2–9]. Among others, the researchers examined the impact of animated images and video, information presented in advertisements (website addresses, text message details, phone numbers, etc.), the legibility of advertisements, the element of novelty achieved by displaying the advertisements in specific sequences, and the impact of the effect of attracting the drivers' vision by very bright surfaces in their field of vision on their distraction. Only a few projects actually focused on the billboards' photometric properties (luminance). Rather, the literature makes an attempt at adapting the results of examinations on traditional advertisements to LED billboards [10]. Also, attempts are made to adapt the results of research on light that distracts residents in relation to the evaluation of photometric properties of electronic billboards [11].

In 2010, the Poznań University of Technology conducted the first examination of the basic photometric properties of electronic billboards in Poland. Measurements of properties of LED billboards were taken for a selected group of advertisements located in Poznań. The most significant factors derived from the analyzed billboards impacting the drivers' vision conditions have been analyzed and isolated. A proprietary measurement procedure has been created. The description of the research, the measurement procedure, and the results are presented in [12,13]. The results permitted the evaluation of photometric parameters of typical billboards located in Poznań and confirmed the necessity to introduce specific requirements and legal regulations that would render the installation and operation of such objects impossible.

3 CURRENT LEGAL SITUATION IN POLAND

The Polish lighting standards related to the lighting of work places located outdoors [14] and road lighting [15] do not specify requirements for large-sized billboards with LEDs as objects impacting road traffic safety. The standard [14] consists of requirements on the limitation of interfering lighting and only address the reduction of inconvenience for people, animals, and plants. The stipulations of the standard fail to address requirements related to driving (drivers of vehicles present in the road). Only maximum luminance and luminous intensity values of signs, including billboards emitting light (or illuminated ones) are specified. Unfortunately, the location of the billboard toward the observer, its angular diameter, distance from the main direction of observation, and dynamic change of luminance (brightness) related to displayed images are not taken into account.

The Polish standard's [15] requirements related to glare limitation only apply to situations where small-sized light sources (luminaires) are present in the road. The evaluation of glare is carried out on the basis of the increase of the threshold value (TI). Consequently, such requirements may not be used when evaluating glare caused by large-sized billboards with LEDs.

The currently valid ordinance of the Polish Ministry of Infrastructure [16] (point 79 applying to Art. 293 Para. (6) provides requirements for lighting devices, including billboards located outdoors or in the vicinity of buildings that may be inconvenient for pedestrians and drivers. Still, these requirements are not accurate and are no grounds to evaluate the level of inconvenience caused by billboards, especially for drivers. The ordinance specifies requirements on the illuminance of white light (5 lx) and color light (3 lx), but there is no description of the method of carrying out measurements in relation to both the location and external factors (impact of lighting in the road installation). Although the ordinance talks about drivers, these requirements seem to be applicable only to those lights causing inconvenience to residents.

The Polish Outdoor Advertising Chamber, whose members are mainly owners of such billboards, has issued recommendations on digital advertisements that only comprise generic statements on the obligation to operate billboards which are 'not arduous for residents in the area of their effect and not arduous to road traffic participants' and to ensure that there is a distance of at least 50 m between intersections and billboards displaying images that change more frequently than one in 5 s. [17] Unfortunately, these recommendations are not obeyed in many cases.

4 REVIEW OF REQUIREMENTS APPLICABLE TO LARGE-SIZED BILLBOARD WITH LEDS

Numerous countries carry out research on the impact of roadside billboards on reduced concentration of drivers. To a large extent, the research applies to traditional advertisement media, but there are in fact several papers on electronic advertisement [18]. Generally speaking, the results of all research projects indicate that billboards distract drivers. Several countries have implemented guidelines for issuing permits for installation of roadside billboards on the basis of results of such research projects, which were carried out mostly at the request of governmental bodies or road authorities.

In general, the current requirements and limitations applying to digital billboards fall into three groups:

- Limitations of photometric parameters and location,
- Recommendations on graphical effects,
- Recommendations on the advertisements' content.

Among the recommended limitations in the first group the one which seem most important are related to **photometric parameters** (brightness, luminance, and illuminance). Brightness is subjective,

hence cannot be objectively measured. Electronic billboards seem less bright during the day than at night. Billboards seen at night, in city centers, seem less bright than the same billboards observed in dark, unoccupied surroundings. Electronic billboards made from electroluminescent diodes are original sources emitting light by themselves, hence luminance should be used to describe their properties.

Generally, there is no need to limit the luminance of billboards during the day, but there is no doubt such limits should be imposed for billboards at night. The so-called moth effect, described as unintentional directing of one's eyesight to the brightest objects in the field of view. Consequently, the brighter the surface of the billboard, the higher the danger it poses with regard to distracting the driver and leading their eyesight off the road [3].

The luminance of billboard surfaces may not be specified explicitly, as brightness (a subjective sensation) depends on the area of the billboard and the luminance of the surroundings. In general, all literature sources specify the billboard's luminance as the only value affecting the billboard's brightness. Only Outdoor Advertising Association of America (OAAA), an association of manufacturers of advertising media, specifies requirements for illuminance [19,10].

A document titled 'Technical Memorandum: Evaluation of Billboard Sign Luminances' was drawn up in 2008 by the Lighting Research Center, Rensselaer Polytechnic Institute at the request of the New York State Department of Transportation. The memorandum describes three stages of research: a review of recommendations for luminance calculation (on the basis of the paper by IESNA), measurements of luminance of existing billboards, and a computer simulation of an electronic billboard. According to IESNA recommendations, the illuminance in the surface of an electronic billboard should be 1000 lx for bright surroundings and 500 lx for dark surroundings. Assuming that the billboard surface coefficient of reflection of the light stream is 0.8, its corresponds to luminance is 250 cd/m^2 and 130 cd/m^2. The authors confirm that these assumptions are followed by billboard manufacturers. The authors have also measured existing billboards: six backlit billboards and four electronic billboards. The memorandum authors' own research lead them to a conclusion that the luminance of a backlit billboard should not exceed 280 cd/m^2 at night.

A document [20] listing requirements for roadside billboards has been developed at the request of the Traffic Engineering and Road Safety section of the Queensland (Australia) Government's Department of Main Roads. The document`s characteristic feature is the listing of several definitions. For example, roadside billboards are divided into four categories depending on their size and placement in relation to the road. Attachment D discusses the billboards' brightness and quotes a paper [21] on backlit billboards. The paper claims that 'the brightness of backlit roadside billboards should be limited under any conditions'. The authors emphasize the difference between the concepts of brightness and luminance. Luminance is used for assessing the properties of a billboard as a device for displaying images. Luminance may be different in the billboard's surface (luminance distribution) and depending on the angle of observation. The highest luminance occurs when observing the billboard from straight ahead and is reduced as the angle of observation increases. Brightness is a subjective visual sensation, whose intensity depends on the luminance of the billboard's surface (luminance distribution), the size of the billboard, the contrast (in relation to background luminance), the observer's position, and the observer's adaptation. The document presents the maximum permissible, average luminance of the billboard's surface for three areas (Table 1).

The reduction of the billboard's surface luminance is not required at night only but also in certain situations during the day. In case of a fog, bright billboard surfaces may hamper the drivers' vision. To ensure luminance is reduced during fog, it may not be enough to equip billboards with photodetection devices reducing their luminance at night. Other dedicated requirements for such situations may have to be implemented.

Table 1: Permissible luminance values of billboards' surfaces according to [22].

Area number	Description	Permissible luminance value
1	Area with high level of lighting, not caused by road lighting system, e.g. city centers.	500 cd/m^2
2	Area with average level of lighting, not caused by road lighting system, e.g. suburban industrial areas, filling stations, parking lots, etc.	350 cd/m^2
3	Area with low level of lighting, not caused by road lighting system, e.g. rural areas, residential areas.	300 cd/m^2

Table 2: Minimum distances of building structures from the external edge of the roadway for various classes of roads [25].

No.	Road class	Built-up area	Outside built-up area
1	National road	10 m	25 m
2	Regional road	8 m	20 m
3	District road	8 m	20 m
4	Local road	6 m	15 m

Another important factor is **the billboard's location**: authors of numerous publications agree that electronic billboards distract drivers, thus becoming a potential source of danger for the safety of road traffic participants. Such billboards should not be located in the direct vicinity of intersections, road junctions, and in places where drivers are required to pay special attention (e.g. near pedestrian crossings). It is often suggested to only place billboards perpendicularly to the axis of the road [23,24]. Minimum distances between a billboard and an intersection within towns are specified to be between about 10 m up and about 50 m. In Poland, the recommended minimum distance from the billboard's side (its closest edge) to the edge of the road should be, for every road class, according to the public road law [25]. Table 2 presents minimum distances of building structures from the external edge of the roadway for various classes of roads.

The billboard's surface should be positioned to have the least negative impact on the drivers' vision process. Some authors suggest, that the billboard's surface should be situated within angles 90°÷ 180° in relation to the edge of the roadway (in relation to the edge of the roadway) and illumination directions should be opposite to sites with elevated collision (accident) risk, for example, opposite to intersections or traffic circles. Figure 4 shows the billboard's permitted position and illumination direction [26].

In addition, a large-sized billboard should be positioned so as not to block the view of equipment critical for road traffic safety, exit from a minor road or a parking (it is sometimes observed – see Figs. 5 and 6), or a fire escape route or its designation signs [27,24].

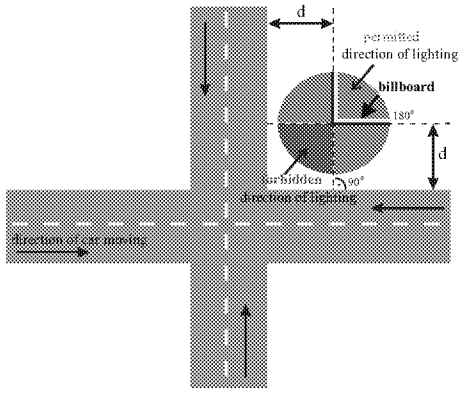

Figure 4: Permitted and forbidden position for billboard at the intersection [26].

Figure 5: Wrong location – billboard as the background for the traffic sign.

Figure 6: Wrong location – billboard at exit from a minor road.

The second group of limitations includes the ones regulating the manner of use of the displayed image's graphical elements.

Moving images (video clips) are forbidden. The issue of displaying moving images is well covered by world literature [25,6,28]. Displaying moving images (animation, video) is explicitly forbidden. Electronic billboards may only display permanent images.

Also **minimum billboard display time** is limited. This issue raises disputes between billboard owners and road traffic safety specialists. A billboard owners' agenda is to present as many advertisements in a given time unit as possible, provided the display time is long enough for the advertisements to be read and comprehended. There is no information on research projects aiming at evaluation of the impact of operation of billboards on distracting drivers. Different sources quote different times, but the data is not substantiated with empirical research. OAAA, an association of manufacturers of advertising media, quotes a time of 4 s [29]. The Federal Highway Administration (FHWA) operating in United States recommends a time of 8 s [28]. Recommendations implemented in 41 states in North America specify a time from 4 to 10 s [28]. The necessity to specify the minimum time of displaying advertisements comes as a consequence of the so-called Zeigarnik effect occurring in case of sequentially appearing advertising messages, provoking the observer to observe the remaining part of the message, leading to a much worse concentration of the driver. This is to be prevented by a requirement saying that the observer (driver) is not supposed to observe changing images in the billboard but rather is supposed to see the same still advertisement in the device [30]. The minimal time t of displaying an advert should therefore be connected with the distance d at which the advertisement is being observed and the speed limit v introduced for the road in the vicinity of which the billboard is located. The analyzed literature suggests the following recommendation is applied in eqn. (1):

$$t = \frac{d}{v}, \tag{1}$$

where t – minimum advert display time [s], d – distance from the billboard [m], v – speed limit [m/s].

Visual effects and interval between consecutive images. Generally, all available publications unanimously claim that there should be no delay between the changing images of consecutive advertisements. Also, no visual effects should be used between the changing images. Images must not be dimmed, brightened, overlapping, and animated [28].

Also, amount of displayed information is limited. The longer the time the driver is forced to read an advertisement, the higher the threat to traffic safety. Research has proven [6] that drivers start reading advertising texts located at a distance of 250 m if the letters of the text are 45 cm high. Reading speed is assumed at one word per second, which gives a maximum number of eight words at the speed of 90 km/h, seven words at 100 km/h, and six words at 115 km/h. The number of words should be lower in unfavorable conditions (lower letters, reduced contrast). No specific recommendations have been specified, with this regard. Still, it is known that the amount of information in the billboard should depend on the speed limit in the area and the distance to the billboard.

Sequential messages (text that appears on consecutively displayed advertising messages) are forbidden [20].

Images whose shape or color resemble road traffic signs [20,24] or officially used emergency signals or traffic light signals [31] are forbidden. Unfortunately, such billboards are still in use (Fig. 5).

Figure 7: Billboards with information to memorize: addresses, phone numbers.

The third group of limitations specifies the type of **displayed information**. Billboards should not display website addresses, phone numbers, and text message details. This kind of content requires special attention of the driver to memorize it (write it down) consequently distracting the driver (Fig. 7) [23].

It is also forbidden to display controversial content (sex, violence, religious symbols) [23].

Permits. Authorities issuing permits should be able to analyze annually the impact of electronic billboards on road traffic safety in a given location. Also, the billboard's properties may alter when its elements or software are changed. Ultimately, new requirements may be accepted (on the basis of newly conducted research), which may lead to the change of, for example, billboards' luminances. It is recommended [28] to follow the method used by Oakdale, Minnesota, authorities [32]. The billboard's investor (owner, operator) obtains a 1-year permit to operate the billboard and is required to renew it annually.

5 RESEARCH OF LARGE-SIZED BILLBOARDS WITH LEDS IN POZNAŃ, POLAND

In the summer of 2010, over 30 large-sized billboards with LEDs have been located in the administrative territory of the big polish town of Poznań. These billboards are usually large, very bright, and show dynamically changing images whose brightness varies greatly (videos, animated images), especially at night. Figure 8 shows an example of a very bright billboard with LEDs.

Billboards with LEDs are usually installed in places where the daily traffic is very high (city centers, high streets, intersections, roundabouts), and thus significantly impact the drivers' vision conditions, leading to reduced concentration and even glare. Thus, they are a potential threat to road traffic safety. Figure 9 shows an example of location of a billboard near an intersection.

Measurements of properties of large-sized billboards with LEDs have been carried out for 18 billboards located in Poznań. The measurements have been carried out after sunset, as billboards impact drivers' vision the most at night. All examined billboards have been located in the drivers' fields of view, 1.5 m to 13 m above ground. All billboards were large and showed dynamically changing images, except for a single billboard showing still images. The surface of the largest billboard was approximately 30 m^2, and approximately 5 m^2 for the smallest one. Table 3 shows the highest and lowest values of the measured geometric parameters and average values for all billboards.

A site plan showing the location of the measurement point, main observation directions, and the location of the billboard in relation to the road has been drawn up during the measurements. The main directions of observation of the surface of the billboard were selected following the analysis

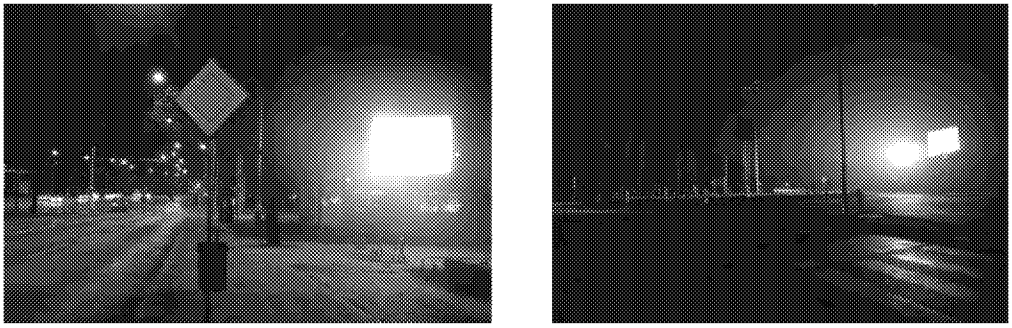

Figure 8: View of a very bright billboards at night.

Figure 9: A billboard located in a place where daily traffic is high (as seen during the day and at night) [26].

Table 3: Highest and lowest values of the measured geometric parameters and average values for examined billboards.

Billboard's geometric parameter	Average value for all billboards	Highest of measured values	Lowest of measured values
height [m]	3.1	4.8	1.2
width [m]	4.9	6.3	2.9
surface [m^2]	15.2	30.1	5.4

of the location of the billboard in relation to the layout of the street and the traffic system (one-way streets, no turn or turn only signs). The location of measurement points was based on the assumed division of angles, for which the billboard's luminance was measured and possibilities of taking practical measurements were assessed. Figure 10 shows examples of site plans of two measurement points.

The measurement of photometric parameters included the measurement of the luminance of the billboard's central point, the luminance of the surface of the road as the adaptive surface for road users and the luminance of the billboard's background. The luminance of the billboard's central point was measured in plane perpendicular to the surface of the billboard's measurement point.

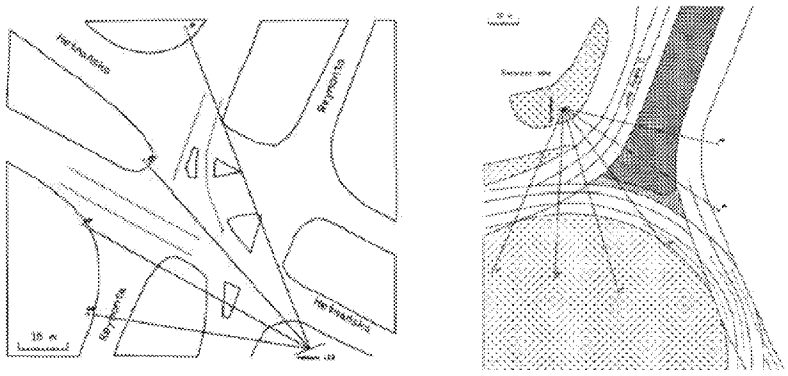

Figure 10: Street layout indicating the examined billboard and locations of measurement points for angles 0°, 20°, 40°, 60° and main directions (marked with arrows in traffic lanes) [26].

Table 4: List of measured luminance values.

Luminance [cd/m^2]	Average value for all billboards	Highest of measured values	Lowest of measured values
Maximum for billboard's central point	1983	7953	377
Billboard surroundings	9.3	108	0.9
Horizon	1.8	6.5	0.2
Road surface	3.1	4.6	1.1

The billboard's maximum and minimum luminance in this point was measured. The change of luminance in the billboard's central point depending on four different angles of observation in relation to the plane perpendicular to the surface of the billboard was measured. The road surface average luminance was measured for the lane of traffic moving toward the billboard. The billboard's background luminance was measured for surfaces located in its closest vicinity and for the horizon in the back of the observed billboard.

Table 4 presents the summary of luminance measurements, and a selected distribution of luminance in the billboard's surroundings is shown in Fig. 11.

6 ANALYSIS OF OBTAINED RESULTS

The measurements of properties of large-sized billboards with LEDs confirmed the existence of high values of luminance of billboard surfaces at low values of luminance of the vicinity of the billboards. If a value of 500 cd/m^2 suggested in [12,21] and presented in Table 1 is assumed as a criterion of evaluation of permissible values of luminance for high illuminance surfaces, then only 2 out of the examined 18 billboards meet this requirement. The two billboards had maximum luminance of 377 cd/m^2 and 388 cd/m^2. The remaining billboards luminance was from 554 cd/m^2 to 814 cd/m^2 (6 billboards) and over 1000 cd/m^2 – from 1051 cd/m^2 to 7953 cd/m^2 (10 billboards). The average luminance of the surface of all examined billboards was 1983 cd/m^2, given the average background luminance below 10 cd/m^2 and average road surface luminance, namely adaptive luminance, of approximately 3 cd/m^2. Almost all examined billboards featured highly variable parameters and high luminance contrasts of the displayed images. The highest value of luminance contrast, defined as the relation of the luminance of the object to the luminance of the background, was over 4000.

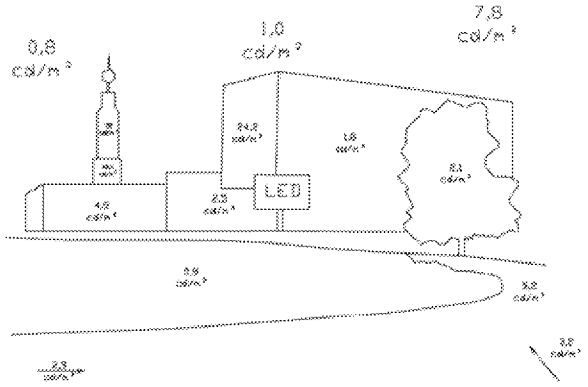

Figure 11: Distribution of luminance (cd/m^2) in the surroundings of the billboard from Fig. 3 [26].

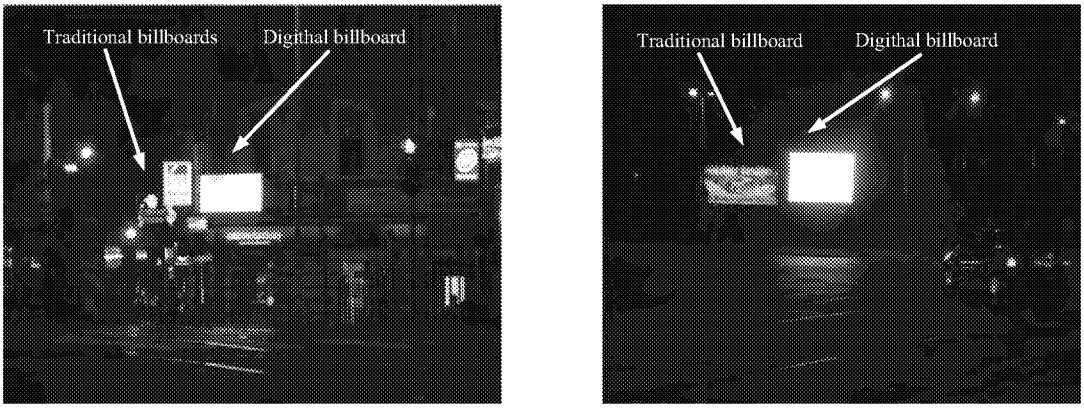

Figure 12: Billboards with too big luminance are illegible.

In such cases, the observed loss of the ability to read the displayed content of the advertising because of its too much brightness and too much contrast with the surroundings. Figure 12 illustrates this case.

The obtained results show it is necessary to impose limits for billboard luminance values at night.

7 CONCLUSIONS

The completed measurements and their analysis have shown the negative impact of large-sized billboards with LEDs on drivers' vision conditions, especially at night.

Factors resulting in negative impacts of such billboards may be divided into three categories:

- Photometric parameters of billboards (high luminance at low background value, high contrast of images) can dazzle drivers.
- Special character of images (dynamic changes, flashing, contents for memorization) disrupted the process of seeing the road.
- Inappropriate location (near intersections, roundabouts, road vicinity, at low heights, before road traffic signs).

On the basis of research results, experience, and the analysis of recommendations discussed in other papers, the authors suggest requirements and limits related to large-sized billboards:

- Maximum luminance of billboard surface: at night 400 cd/m^2, during the day 5000 cd/m^2,
- Billboard location: 90°÷ 180° in relation to road surface border, without emission of light toward locations with higher risk of road collisions, outside intersections.
- Unacceptable form of images: moving images, visual effects, interval between consecutive images, information for memorize (addresses, websites, emails, phone numbers, text message instructions).
- Minimum advertisement display time: 10 s.

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Safety Impacts of the Emerging Digital Display Technology for Outdoor Advertising Signs

Requested by:

American Association of State Highway
and Transportation Officials (AASHTO)

Subcommittee on Traffic Engineering

NOTE: This research was conducted for AASHTO to support its ongoing work in developing policies and guidance for state departments of transportation. Reports developed for this type of research are typically not made available to the public since the reports do not undergo the same rigorous peer review process as typical NCHRP reports. AASHTO is making this report available due to significant public interest in the information contained herein, though it does not necessarily represent the views of the Association. Other versions of this report not containing this note should not be considered the final version.

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Disclaimer

Instructions to Panel Members

This project was conducted at the request of the AASHTO Subcommittee on Traffic Engineering as part of NCHRP Project 20-07. The report did not go through the usual rigorous review process established and monitored by the Transportation Research Board Executive Committee or the Governing Board of the National Research Council, and should not be described as a "TRB Report". It should be described as a contractor's report conducted for the AASHTO Subcommittee on Traffic Engineering with funding provided through the National Cooperative Highway Research Program Project 20-07.

EXECUTIVE SUMMARY

In July 2007, the Highways Subcommittee on Traffic Operations (SCOTE) of the Association of State Highway and Transportation Officials (AASHTO) issued a proposed policy resolution on outdoor advertising. This document recognized that inattentive driving was a major contributor to highway crashes, and that new technologies were enabling the outdoor advertising industry to display more attention-getting messages that were likely to cause drivers to be less attentive to the driving task. The document further noted that national interest and concern about the safety implications of these advanced outdoor advertising displays had been expressed by FHWA and TRB as well as by State and local government agencies. Because the subcommittee recognized the potential safety implications of such signs and the lack of "substantiating evidence" for determining appropriate guidelines for their control, SCOTE resolved to support the undertaking of research as quickly as possible into the safety and operational effects of these technologies and to forward its resolution to the AASHTO Standing Committee on Highways to be considered a high priority project for consideration by the Standing Committee on Research of the National Cooperative Highway Research Program (NCHRP). The SCOTE resolution became a Research Problem Statement [(NCHRP 20-7 (256)], which led to the undertaking of this work in February 2008.

The specific objective of the study was to develop guidance for State Departments of Transportation and other highway operating agencies with respect to the safety implications of digital display technology being increasingly used for outdoor advertising signs. The objective was to be achieved through the conduct of a critical literature review of existing guidelines and research results, including, separately, research undertaken and published by the outdoor advertising industry; an identification of the human factors elements related to the operational characteristics of such signs; a review of the experiences of other countries with this outdoor advertising sign technology; and the preparation of a final, peer reviewed, report documenting the work conducted and including recommended guidance related to the safety aspects of digital display technology for outdoor advertising signs.

Earlier reports published by FHWA in 1980 and 2001 had extensively reviewed the research literature in the field of outdoor advertising, and an FHWA study that ran concurrently with this project also included a review of the more recent research literature. The goals of the FHWA study, however, were quite different than those of the project reported here. Whereas this study had as its objective the development of guidelines that State and local government agencies could adopt immediately, the FHWA study sought to identify unmet research needs with regard to the potential impact of these signs on driver attention and distraction, and to propose a research strategy to fill these knowledge gaps. Thus, the two studies, conducted concurrently, were complementary - this one seeking to develop readily useable guidelines that could be implemented at the State and local level based on our existing knowledge base, and the other seeking a more comprehensive understanding of the safety implications of these signs that might lead to guidance and/or regulation at the Federal level.

Because the technologies used in the signs of interest in this report are relatively recent, and because these technologies have advanced quickly in key performance characteristics (e.g. brightness, resolution, off-axis viewing) and have become much more affordable in recent years, research, too, has increased dramatically since the 2001 FHWA report. Indeed, of the 150 references cited in this report, more than 20 represent original, empirical research, conducted roughly within the past decade, that directly or indirectly address the potential for driver distraction from outdoor advertising signs. Ironically, and consistent with the research studies cited in the prior FHWA reports, the technology continues to lead both policy and research, and only a small number of these studies actually dealt with these advanced digital display technologies. Such research was, however, sponsored by government agencies as well as industry, in the laboratory and in the field, using controlled experimental techniques as well as statistical analysis of crash summaries. In addition to research conducted in the US, the report reviews studies performed in England, Scotland, Finland, Australia, Canada, South Africa, Brazil and The Netherlands. Because of the complexity of the issue, the number of variables present in every real-world situation, and the difficulties of statistical and methodological control in the conduct of such research, we have attempted to make our review of the literature critical as well as comprehensive.

Several conclusions can be drawn from the extensive literature on this topic. First, there are strong theoretical underpinnings in the psychology of cognition, perception, psychophysics, and human factors, to suggest why stimuli such as roadside digital billboards can capture and hold a person's attention, even at the expense of primary task performance. Second, it is difficult to perform a study in this domain that does not suffer, at some level, from weaknesses that may affect the strength or generalizability of its findings. Third, the research sponsored by the outdoor advertising industry generally concludes that there are no adverse impacts from roadside digital billboards, even when, in one case, the actual findings of such research indicate otherwise. Conversely, the conclusions reached in research sponsored by government agencies, insurance companies, and auto safety organizations, especially in those studies performed in the past decade, regularly demonstrate that the presence of roadside advertising signs such as digital billboards, contributes to driver distraction at levels that adversely affect safe driving performance. Fourth, the recommendations from research, and the existence of guidelines or regulations that stem from that research, are quite consistent, although not fully so, both in the areas in which digital billboards are suggested for control (e.g. brightness, message duration and message change interval, and billboard location with regard to official traffic control devices, roadway geometry, and vehicle maneuver requirements at interchanges, lane drops, merges and diverges), and with regard to the specific constraints that should be placed on such signs' placement and operation. Several countries have developed comprehensive, thoughtful policies for control of roadside advertising, and their efforts can serve as models for State and local governments within the US. A number of US counties and cities, too, have developed policies and regulations for the control of digital outdoor advertising that comport with the research. In some cases, such local regulations are forward looking, in that they address technologies, or applications of technology, that are not yet in widespread use.

During the course of this project, we identified several recent extensions of digital advertising technologies that may add further to the distraction potential of these displays. The growing use of LED technology for advertising in on-premise applications is of concern because such signs may be larger than traditional billboards, closer to the right-of-way and to roadway sections with high task demands, and may include animation and full motion video. At least one State is considering the use of its official changeable message sign network for the display of digital advertising. And an unknown number of private or toll-road operators are also contemplating the sale of advertising within their rights-of-way. In addition, we are seeing the deployment of LED displays, often featuring video, on vehicles moving in the traffic stream. Vehicles as diverse as small trucks and vans, public transit buses, and large, over-the-road trailers, are now being outfitted with LED advertising, and the potential for driver distraction grows with each such installation. Our review suggests that, with few exceptions, government agencies have no regulations or guidelines in place to address these new uses. The newest digital billboards are also increasingly capable of "interacting" with approaching drivers. In some cases, the Radio Frequency Identification Device (RFID) embedded in a vehicle's key or on-board computer system, can trigger a personalized message on a digital billboard; in other cases, the billboard can display a message tailored to the radio frequency of passing vehicles. Still other billboards encourage drivers to interact with the sign by texting a message or calling a number displayed on the billboard. A patent that incorporates cameras mounted to billboards, together with eye-movement recording devices, claims to be able to capture images of drivers, and their eye movements, as they approach the billboard. Our review has not identified any government agencies, in the US or abroad, that have addressed these new technologies or their applications.

The report consists of ten parts. After an introduction and background presentation in Section 1, the literature in the field is comprehensively and critically reviewed. General research is discussed in Section 2, and research sponsored by the outdoor advertising industry is presented in Section 3. The key human factors issues that inform the potential response of drivers to digital roadside billboards are summarized in Section 4. Section 5 of the report reviews a representative sample of guidelines and regulations that currently exist in a number of foreign countries as well as in several jurisdictions within the US. This is followed by a series of recommendations for potential regulations and guidance in Section 6. These recommendations are those that (a) have worked elsewhere, and (b) are based on sound research or science, and therefore might have practical applications for those jurisdictions seeking guidance to inform their own decision-making. Section 7 addresses issues of digital advertising on-premise and on right-of-way. Section 8 discusses some of the newest roadway-related applications of computer-controlled LED advertising that have begun to appear on and adjacent to public roads in the US and abroad, and for which little policy has yet been considered. Section 9 summarizes the report's conclusions, and Section 10 presents the list of references cited in the body of the report.

SECTION 1.

INTRODUCTION AND BACKGROUND

Nearly 30 years ago, the Federal Highway Administration (FHWA) published the first comprehensive review of the literature on the safety impacts of electronic billboards. FHWA, through the Highway Beautification Act, had, and still has, the authority to regulate off- premise advertising signs (billboards) adjacent to Federal Aid Highways, and these regulations prohibited, in part, any signs that utilized "flashing, intermittent, or moving lights" (Wachtel and Netherton, 1980, p. 16-17). In the late 1970s, the sign display technology in common use permitted little more than digitally displayed time and temperature information, although some signs could display several lines of text and crude, cartoon-like graphic images. Even then it was possible to change the displayed sign messages simply and quickly in real time, and it was possible for these signs to display a number of different visual effects, such as fade, dissolve, flash, and others. The billboard industry took the position that signs using this technology did not present any of the visual characteristics prohibited in the FHWA regulations, and, therefore, should be permitted under the existing regulations. Because the manufacturers of such signs and their potential users saw a bright future for this technology, and because of FHWA's concern about their potential to distract drivers, the industry presented its case to the U.S. Congress. As a result, the FHWA Office of Research was asked by the agency's Office of Right-of-Way to investigate what was known about such signage when used for roadside advertising, in anticipation of a possible update to the agency's regulations. The product of this effort was a comprehensive and critical review of all available literature in the field, some dating back 30 years or more. Wachtel and Netherton termed these new signs "commercial electronic variable message signs," or "CEVMS." Because this technology was so new, the authors found little research that had been done with such signs, and therefore had to rely on research that had been conducted with traditional, fixed, billboards. As a result, although they were able to identify specific safety issues and concerns raised by CEVMS, especially when combined with their review of accepted psychological principles of attention, the authors suggested that additional research was needed, and recommended a specific program to accomplish this. Unfortunately, the proposed research was not pursued.

In 2001, with outdoor advertising signs using newer, more powerful technologies, and capable of much higher fidelity displays with higher luminance levels and immediate wireless display and message updates transmitted remotely, FHWA undertook a follow-on project to bring its understanding of the state-of-the-art and –practice up to date, and to again propose a direction for research. Although this study did not undertake a critical review of the literature, it brought to bear recent research and psychological constructs on inattention and distraction. The product of that work (Farbry, et al., 2001), in conjunction with the earlier document, became the basis for a preliminary, scoping, research study by FHWA (Molino, et al., 2009), and a follow-on research study that was recently initiated.

The 1980 project reported that several of the identified research studies had identified a relationship (correlation) between the presence of billboards and crashes, whereas several

other cited studies found no such relationship. Wachtel and Netherton, with the assistance of an FHWA statistician who reanalyzed the data reported in a number of these early research studies (Weiner, 1979) concluded that those research studies that had been more rigorously designed, controlled, conducted, and analyzed, seemed to suggest that a relationship between roadside billboards and traffic safety was present, and that safety was adversely affected by such billboards. The findings pointed to an adverse effect when billboards were bright, close to the roadway, and visible to approaching drivers for considerable distances; and when they were located near intersections, interchanges, or horizontal curves. Further, when the driver's task demands were elevated, as might be the case in heavy traffic, adverse weather, or with challenging traffic movements (lane drops, merges, etc.), the more robust research seemed to show the potential for adverse safety impacts from roadside billboards.

During the 20 year gap between the publication of the first two FHWA studies, as well as more recently, a number of other researchers have reviewed the same early studies (along with more recent studies that have since become available), and reached essentially the same conclusions. (See, for example, Bergeron [1996a], Wallace [2003]). In fact, only one researcher (Andreassen, 1984) is known to have reviewed this literature and reached the conclusion that there is no linkage between roadside billboards and traffic safety, and his colleagues at the Australian Road Research Board (now ARRB Transport Research) (Cairney and Gunatillake, 2000) have expressed strong disagreements with his conclusions.

The latest LED technology enables roadside billboards (and on-premise signs using the same technology), to (a) present images, symbols and characters that are extremely bright (such that they can be easily viewed in full sunlight), (b) with visual fidelity on a par with broadcast video, (c) on displays that can be changed instantly and kept on the screen for as long (or short) as desired, and (d) on signs that can be much larger than traditional 14 ft. by 48 ft. billboards.[1] As a result, the question has again arisen as to whether and how these signs should be regulated in the US. Presently, the States are asking FHWA for guidance. While it proceeds with its current research project FHWA has issued interim guidance that addresses characteristics of CEVMS including: message duration, transition time, brightness, spacing, and allowable locations (Shepherd, 2007). Unfortunately, these guidelines are based on little sound empirical data, and, in several cases, are so subjective as to be open to multiple interpretations.

As suggested above, the potential impact from these latest technologies goes far beyond a simple replacement of traditional, static billboards. On-premise advertising signs, traditionally given much more freedom by FHWA and local authorities, are increasingly using the same LED technology now appearing on billboards. Shopping centers, auto malls, and many other local businesses are finding that such signs are affordable, and that the display capabilities they offer are unprecedented in their attention-getting power. In addition, these technologies are now beginning to appear on moving vehicles, and some LED billboards can tailor a "personalized" message to approaching traffic by "reading"

[1] One on-premise sign in New York City measures 90 ft. by 65 ft. and is mounted 165 feet above grade where it is visible for two miles from the adjacent Interstate highway (Business Wire, 2002).

the digital signal produced by in-vehicle entertainment systems, RFID keys, and other devices. Our research suggests that such alternative, increasingly powerful and compelling uses of the newest technologies for outdoor advertising to the traveling public will continue to evolve at a rapid pace, and that regulators must be prepared to deal with these developments. This paper, however, is limited to a discussion of traditional billboards along the roadside, albeit those with the latest technological capabilities. Although some such signs use scrolling characters across a screen, and others use rotating panels (called Tri-Vision or Roller-Bar signs), it is the LED technology that has the greatest potential for capturing attention, and therefore, distracting the driver. Whether such signs are called digital billboards (DBBs), electronic billboards (EBBs) or CEVMS, they refer to the same types of signs.

Because of the pressures being put on State and local Governments to issue permits for DBBs, and because of the threat of litigation should such permits be denied or revoked, the States have asked for an update about the state of knowledge that results from the latest research. In addition, the States would like to know what guidelines and/or regulations exist in other jurisdictions with regard to DBBs, and have asked for recommendations for appropriate, realistic, data driven guidelines that they might consider adopting for their own streets and highways, and pending updated guidance from FHWA.

The present report, therefore, represents a comprehensive, critical review of the most recent research literature in this field. To a large extent, the research discussed herein has been conducted since the most recent (2001) FHWA report was published. Several earlier studies are discussed, however, either because they were not captured in the two FHWA reports, or because their methods and findings are directly relevant to the questions now being asked. A number of these studies have not been widely reported or are controlled, internal documents. We are grateful to their authors for making them available to us.

After the critical literature review in Section 2, subsequent sections of this report address: research performed on behalf of the outdoor advertising industry, human factors considerations relevant to driver response to these technologies, guidelines and regulations in place or under consideration in other jurisdictions, recommendations for guidance that States and local governments might adopt in the near term, and new technologies and applications for outdoor advertising. After a brief summary, the final report section identifies the references cited in this study.

SECTION 2.

REVIEW OF THE LITERATURE.

The review and critique of the studies below are presented in chronological order. As requested in the Research Problem Statement that led to this study, research undertaken and published by the outdoor advertising industry is treated separately. These studies are discussed in Section 3, Industry Sponsored Research.

Perception Research Services, 1983.

This paper is discussed in Section 3, "Industry Sponsored Research."

Cole and Hughes, 1984

The authors conducted a series of experiments in which 50 participants drove a vehicle along a predetermined route in Melbourne, Australia. Prior to the data collection, the authors placed a series of 35 disc targets along the route. These discs were of three different sizes and three different reflectances. They were positioned where typical traffic signs would be likely to occur. The participants were divided into two different groups at random; each group was given slightly different instructions. Group A received instructions oriented toward *attention conspicuity*, whereas Group B received instructions oriented toward *search conspicuity.*[2] Results showed that the hit rate, the frequency with which the disc targets were reported, was three times higher in Group B than in Group A, demonstrating the benefits of directed search. It was also found, however, that directed search produced its greatest benefits when the targets had low attention conspicuity, and showed the least gains for targets with high attention conspicuity. Although early efforts to define conspicuity tended to consider it to be strictly a quality of the object, more recent work, such as this study, have demonstrated that conspicuity cannot be measured independently of the observer's state of attention.

Several other findings from this study are relevant to our present project. The first is that the angle of eccentricity of the object to the viewer's line of sight is an important factor in its conspicuity; more so than the object's size or reflectivity. Second, the authors found that the visual environment in which the target was located was an important contributor to its conspicuity. They suggest a thought experiment to demonstrate that the predominant location factor that affects conspicuity is visual clutter. In the case of attention conspicuity, for an object in the periphery of the visual field to command attention, it will first provide a stimulus to the eye that is strong enough to arouse the viewer's attention and generate an eye movement toward the object to move the object into central (or foveal) vision, where it is fixated. This action, which the authors describe

[2]Cole and Hughes define attention conspicuity as the capacity of an object to attract attention when the object is unexpected; and search conspicuity as the property of an object that enables it to be quickly and reliably located by search.

as a quasi-reflex(ive) response, is known as an *optically elicited eye movement*. The authors argue that visual clutter adversely affects both search and attention conspicuity equally, because the clutter causes a loss of prominence of the target object, thereby reducing both the attention-getting quality of the object and its accessibility to visual search.

What is the relevance of these findings to our present concern with DBBs? First, since billboards are most likely identified through the process of *attentional* rather than *search* conspicuity, it suggests that it is this semi-reflexive behavior of the optically elicited eye movement that first brings a billboard into a driver's visual attention, and that the owner of a billboard would prefer to locate it in an area that is otherwise low in visual clutter. Second, it suggests that billboard designers are likely to design their messages in such a way as to make them as conspicuous as possible, both to stand out from their competitors and to successfully trigger this reflexive eye movement to move the image or message on the billboard into a driver's foveal vision. Third, it is understood that billboards are, by definition, contributors to visual clutter in the driving environment, and, as such, they are likely to contribute to a degradation of search conspicuity of official traffic signs, signals and markings, as well as other traffic, obstacles, and hazards, which become conspicuous to drivers as a result of such directed search. Finally, the reported finding that the degree of eccentricity of an object to the driver's line of sight is an important contributor to its conspicuity lead Cole and Hughes to suggest that: "in order to achieve conspicuity, the designer is better advised to locate the target where it will have a small eccentricity to the observer's line of sight…." Small angles of eccentricity are afforded by minimizing lateral offset and by ensuring a long observation distance" (p. 310). An understanding of this concept may contribute, along with other factors, to the desire of the billboard owner to locate such signs as close to the road edge as possible, and along horizontal curves and tangent sections that afford potentially longer sight distances for approaching drivers.

Young, E. 1984.

This paper is reviewed in Section 3, "Industry Sponsored Research."

Pottier, A. 1988.

The impetus for this research study was a series of findings from three prior studies that demonstrated that the conspicuity of road signs depends on the visual environment in which they are located. Pottier notes that road signs are frequently located in settings that make them less conspicuous due to extraneous elements that she calls "static visual noise." She defines visual noise as "constant background noise derived from a multitude of cues, interfering with or preventing the driver from processing the information from the cue significant to him" (p. 581). She considers "billboard advertisements" to be a type of visual noise.

Pottier evaluated the abilities of twelve participants to detect the shape and location of a number of official traffic signs, as quickly as possible, under four different test conditions. These conditions included: (a) a simple or complex visual environment; (b)

different shapes (three) and sizes (three) of the signs; (c) different degrees (three) of eccentricity from the central point of fixation; and (d) different time periods (three) in which the signs were visible. Eye movements were recorded as well. Some of the findings of this study were as expected – specifically, that longer observation time improves detection performance, larger signs are more easily detected than smaller ones, and certain shapes (circle and triangle) are more easily detected than others (rectangle).

For our present purposes, the most relevant findings were related to the visual angle from which road signs were most easily detected. Pottier found that, when there was no visual noise in the (simulated) environment, the optimal detection zone was located between zero and ten degrees (0°- 10°) from the participant's central point of fixation; however, in the presence of visual noise, this optimal detection zone shrunk to zero to four degrees (0° - 4°) from the fixation point, regardless of the time available for observation. A related finding was that, when a road sign is "superimposed" on a component of visual noise, "the latter prevents the former from being detected" (p. 582), and the greater the distance between the visual noise and the highway sign, the greater the conspicuity of the sign. The author's conclusion is that "visual noise reduces the functional field inducing a kind of 'tunnel vision' for the driver" (p. 582). Pottier's work foreshadows more recent research in visual clutter (see, for example, Edquist, 2009) which demonstrates that relevant targets (such as official traffic control devices) take longer to find, and that responses to such signs are more error-prone, when visual clutter is high.

Transportation Environment Consultants (TEC), 1989

This "Review of Roadside Advertising Signs" was prepared for the Roads and Traffic Authority (RTA) of New South Wales, Australia. At the time this project was begun, the RTA did not "encourage" advertising signs within the "road reserve" of "classified roads." The Authority had been repeatedly approached by the advertising industry, which submitted proposals for "well designed modern technology advertising sign displays" on road reserve locations and buildings on property owned by the Authority. Because of the potential for such signs to generate revenue for RTA programs, TEC was engaged to investigate the appropriateness of the RTA allowing or supporting such signs in the future. A multi-part study was undertaken, which addressed many aspects of outdoor advertising, including environmental design, aesthetics, town planning, tourism, revenue potential, marketing of road safety promotions, and others. This review will address only the safety and human factors aspects of the project.

The authors briefly reviewed nine studies that dealt with the safety aspects of outdoor advertising signs, and quoted extensively from the early FHWA report on this subject (Wachtel and Netherton, 1980). In addition, they conducted interviews with members of the outdoor advertising industry and experts from the Australian Road Research Board (ARRB).

Their conclusions from these activities include the following:

- Research confirms the limited processor capacity of a driver.

- It is important that management of stimuli to the driver, both inherent to the primary task of driving and external to it (distraction) must clearly aim not to exceed the optimum rate for safe and efficient driver performance.
- When these external stimuli fall significantly below optimum, driver performance may decrease (boredom), and additional external stimuli could benefit driver response.
- Additional attentional loading by advertising signs may impair driving performance when high levels of attention and decision making are required.
- Advertisements not associated with navigational and services information needs can, subject to relevant safety controls, be permitted at roadside locations where the driving task does not heavily load the attentional capacity of the driver.

Interestingly, they reported from their interview with a Dr. S. Jenkins of the ARRB, his recommendation that "changeable message signs could be used in roadside advertisements providing each message is 'static for about 5 minutes' (i.e. the message on-time) and the changeover period between messages 'does not exceed about 2 seconds'" (p. 39).

In a later chapter of the report, the authors provide a series of "definitions and technology" (p. 49) to describe the different types of advertising signs that might be considered, and how they might be used. In a section on "internally illuminated signs" the authors provide a table showing what they consider to be the maximum luminance levels of advertising signs of different sizes which may be located in different driving environments. These data are based on recommendations from the Public Lighting Engineers in the U.K. With regard to "electronic variable-message signs" the authors devote several pages to defining terminology and identifying "factors" that should be taken into account when considering their impact (pp. 56-60). This discussion is taken directly from the Wachtel and Netherton (1980) report (pp. 68-74), and need not be repeated here.

Brown, 1989

After a brief but useful review of the relevant literature, Brown describes the purpose of his study as: "to assess the momentary distractive effects of electronic billboards on driving performance" (p.3). He used a laboratory setting in which the driving task was represented by a tracking task in which the participant had to move a joystick to track a target spot which moved in pseudorandom fashion within a constrained area on the screen. This task was superimposed on a continuous video image of a moving road scene. The distracters were a series of white on black "advertising signs" presented in the lower left area of the screen, overlapping the road and shoulder, and directly adjacent to the screen area used for the tracking task. Sixty different signs were each displayed for two seconds, at a rate of one sign every six seconds. Three different experiments were conducted under the same basic conditions, in which a secondary task (response to a red signal) was present or absent, and in which the advertising signs appeared in a fixed position or were "scrolled" onto the screen. The author found no

effect of the presence of the advertising sign alone on tracking performance, but did observe a negative effect on performance when a secondary task was required.

In discussing possible reasons why the advertising signs alone did not distract the drivers and impair their performance, Brown suggests that, as demonstrated in prior research (Gasson and Peters, 1965), concentration on a central task can lead to an effective reduction in the size of the visual field. In other words, because the principal tracking task in this study required a higher level of concentration than that of a normal driving situation, it might have led to a reduction in the participants' awareness of the images presented in their peripheral vision (i.e. the simulated digital billboard), leading to a failure to notice them. This postulation is similar to the recent findings of Chan et al. (2008), where the authors reported that objects that are not fixated or attended to receive little cognitive processing, and that reduced attention to such objects impairs the speed of identification.

Although this argument can be used to explain why, when a driver concentrates on the driving task by attending to the forward roadway view, he or she may not be distracted by a billboard, the reverse may also be true. That is, a highly attention getting billboard, or one conveying a message of high salience to a driver, may assume a degree of primacy for that driver such that the billboard, and not the road and traffic ahead, becomes the central focus. With a driver now attending to a visual object in the periphery, the forward view may temporarily assume the periphery position, and attention to it may be delayed.

There were a number of limitations to this study, several of which are identified by the author. One stated weakness was that the motion in the video scene and sign presentation was not linked to the tracking task, and thus could be ignored by participants. Additionally, we have concerns that the appearance of the "electronic billboards" which were represented in the simulation by simple white on black text presentations is quite different than the bright, dynamic properties inherent in real-world DBBs. Also, the distracter signs were located in the participants' field of view directly adjacent to the target tracking task and at the road edge, thus not requiring the driver to look away in order to observe these signs. The fact that the study participants could visually observe the billboards and the forward view simultaneously could account for the negative findings.

Rahimi, Briggs, and Thom, 1990

These authors were concerned primarily with the over involvement of motorcycles in fatal crashes with automobiles, and with the results of prior research showing that the predominant cause of such crashes was the car driver's violation of the motorcycle's right-of-way. Further, one driving situation accounts for the majority of such crashes; that is, where the car driver executes a left turn directly across the path of an oncoming motorcyclist. In many of these cases, the car driver claims not to have seen the motorcycle. The authors wanted to investigate the hypothesis that left turns at "busy" intersections would heighten the likelihood of such crashes compared to left turns at "quiet" intersections. In addition, they wanted to test the viability of a new eye/head

movement data collection system that they had developed. A full explanation of this data recording and analysis system is beyond the scope of the present paper. In brief, however, their approach involves the simultaneous recording and time synchronization of drivers' head and eye movements with the visual scene presented to the driver, which is recorded with a separate camera. In the laboratory, the eye/head movement recordings are embedded into the scene video, enabling the researchers to know with precision the driver's head and eye position throughout the drive. Because this was a pilot study, only one test subject was used, and this male, 33 year old driver with 20/20 vision drove a vehicle through a sequence of 40 left turns, alternating between previously selected quiet and busy intersections. The principal differences between the two intersections were in the number of dynamic and static distracters. The pattern of head and eye movements differed significantly at the two intersections. At all 20 trials at the busy intersection, head movements were identified as "straight ahead toward left (SATL)" and at 17 of the 20 quiet intersections, head movements were categorized as "left-right-left (LRL)." Although the driver's head position remained consistent across intersection types, eye movement frequency at the busy intersection was nearly twice as high (significant at the .004 level) as at the quiet intersection. The authors conclude that the two different types of intersections place different constraints on driver behavior. At the quiet intersection, the environment is searched systematically with a combination of head and eye movements. At the busy intersection, however, a stationary head position occurs with frequent and rapid eye movement activity to identify targets and distracters. Their analysis indicated that "the busy intersection contains potential for information overload" (p. 273), and they imply, although do not state, that "busy" intersections, such as those with environmental targets and distracters, may contribute to a greater percentage of automobile-motorcycle intersection crashes due to driver distraction than "quiet" intersections. Although we can't fault the study methods used since this was a pilot study to test a new data recording system, the findings, based as they are on only one participant, should not be generalized beyond the immediate circumstances of this study. Nonetheless, conclusions that demonstrate a correlation between numerous distracters at intersections and poorer driver performance have been shown in several other studies (see, for example, Holahan, et al., 1979).

Wisconsin Department of Transportation District 2, Freeway Operations Unit (1994).

This study tabulated and analyzed crash rates for eastbound and westbound segments of I-94 in the vicinity of County Stadium (since demolished) near Milwaukee, Wisconsin. An electronic billboard began operation on April 13, 1984. Crash rate data was collected for approximately three years prior to sign operation (from 1/1/81) until three years after operation began (12/31/87). Effects were broken down by type of crash (side-swipe, rear-end). Data were analyzed for the one year after the sign became operational, to analyze any novelty effect, as well as for the three year periods before and after the sign became operational. Crash rate was calculated as number of crashes per million vehicle miles of travel (VMT).

The sign is described as a variable message sign that changed images on average 12 frames per minute. This suggests that each image was displayed on the sign for five seconds. No information is provided as to the sign's display technology, brightness, or method of change. It is not known, for example, whether message changes occurred instantly, or whether some visual special effects, such as wipe, dissolve, etc., were employed. Neither the size of the sign nor its height above grade is specified. The sign is obviously two-sided since it is visible to both eastbound and westbound traffic. It is located adjacent to the westbound traffic lanes.

The study used the crash rate in the three years prior to the sign's operational date as the baseline. Findings showed that for eastbound traffic, total crashes increased by 43% in the first year, and 36% over the three year post-operational period when compared to the baseline condition. In the same periods, side-swipe crashes increased 80% and 8%, and rear-end crashes increased 60% and 21%. For westbound traffic, total crashes decreased by 12% in the first year, but increased by 21% over the three year post-operational period. Sideswipe crashes increased 123% in the first year, and 35% over the three year interval, whereas rear-end crashes decreased 29% in the first year, and then increased by 35% over three years.

The author posits two reasons why westbound crashes were generally lower than those for eastbound motorists. First he describes a merge area for westbound drivers caused by northbound and southbound traffic on US-41 merging onto westbound I-94, and states that the roadway configuration causes this traffic to slow as it enters the area, thus reducing congestion through what he describes as "metering." Second, the author indicates that the sign was more readable to eastbound than to westbound traffic.

The author concludes that "it is obvious that the variable message sign has had an effect on traffic, most notably in the increase of the side-swipe rate," and suggests that "it may be beneficial to introduce traffic responsible variable message signs into the area. Signs could function at rates proportional to traffic flow and density in the viewing area."

This study has the strengths of a typical crash rate analysis. Although it cannot address questions of crash causation, the study can be used to determine that there were correlations between the operation of the advertising sign and the increase in crash rates in areas where the sign was visible.

Apparently five types of crashes were coded from the accident reports: rear-end, sideswipe, fixed object, other, and unknown. The report reviews only the data for the first two crash types, and this is appropriate. Both side-swipe and rear-end crashes are indicative of driver inattention or distraction, although this roadway section includes a complex interchange where merges and lane changes are likely. Poor signage and markings, difficult geometry, lane drops and other roadway characteristics could have been present (these roadway and traffic characteristics are not described) which might suggest elevated crash rates of these types.

When the goal is to determine whether a particular object or feature (in this case an electronic changeable message sign) caused crashes to occur, or caused the overall crash rate to increase, a study that is limited to an analysis of crash rates cannot answer this question. This is because the study is limited to post-hoc statistical tabulations. The study does not address, and clearly did not control for, the possibility that other changes took place in the roadway section studied in addition to the operation of the billboard. For example, changes to speed limits, police enforcement activities, reporting methods, use patterns, construction, development adjacent to the roadway, and many other factors, might have been present, and might have contributed to changes in crash rates. There was apparently no attempt made to identify whether any such factors may have occurred during the study period. In addition, the study apparently did not utilize a control section of roadway that might have overcome some of these potential weaknesses. Had the authors chosen a similar section of I-94 in the same general vicinity as the study section, but in which no advertising sign was introduced, they might have been able to compare before-and-after crash rates for the same period, but without the presence of the sign. This would have strengthened their ability to demonstrate that it was the presence of the sign, rather than some other factor, that related to the elevated crash rates.

The author states that the study areas included "all places where the variable message sign can be viewed by a motorist…." Since the precise billboard location is not identified on the site maps included with the report, it is not possible to determine whether all crashes occurred at locations where drivers would have had a clear view of the billboard prior to the crash.

Although the study evaluated crash rates before and after the introduction of an electronic variable message billboard with a message change interval of approximately every five seconds, no additional information is provided to enable the reviewer to determine the type of sign, the display technology, or the operational characteristics. As stated above, although crash rate data can supply valuable information relative to overall traffic safety in an area, it is not possible to identify a cause and effect relationship without far greater control of other, possibly relevant, variables – something that is quite difficult to do in a real world environment and with a post-hoc analysis of police accident reports.

Akagi, Seo, Motoda, 1996

These authors believe that, because of a combination of limited land, intense land use, and weak regulations, billboards are more prevalent along roadsides in Japan than they are in Europe and the U.S. They set out to study whether official road signs are more difficult to recognize when they are "hidden" among commercial signs and other roadside clutter such as buildings, utility poles, etc. To perform their analysis, they developed a visual noise ratio, defined as the ratio of the area of noise in a visual environment to a driver's field of view. They determined field of view from prevailing driving speed, e.g. 75° at 65 km/h, the speed limit on the road they studied. Their target sign was a typical national highway route marker, and they instructed their nine subjects (5 male, 4 female, and age range 21–66) merely to report as soon as they were able to confirm the route number. Eye movements were recorded from a point 400 meters upstream of each of six

signs that appeared along the route, within predefined sections. The visual noise ratio was measured at intervals of 20 m throughout each section. The authors found a statistically significant decrease in the detection distance of the sign as the visual noise level increased along the 400m approach to that sign. They further found that older drivers were significantly more adversely affected by the visual noise, and that males were more adversely affected than females. The authors conclude that visual noise along highways can be dangerous because it reduces the detection distance of important roadside information. While this study provides a unique approach to assessing the impact on driver performance of roadside distracters, and visual clutter, it suffers from several limitations. First, the number of subjects was quite small, and the distinction between older drivers and others is not defined. (There were only two subjects above the age of 60, for example). The definition of visual noise was somewhat vague, and the methodology used for measuring eye glances was unclear. Nonetheless, this is a novel, real-world approach to measuring the impact of roadside visual clutter, with a dependent measure (identifying the route number as early as possible) that is natural and reasonable.

Bergeron, J. 1996a

Bergeron undertook this study at the request of the Government of Quebec, which was considering whether to grant a permit for an electronic advertising sign adjacent to an expressway in Montreal. This project was not a research study; rather it reviewed the published literature in the field and applied the author's understanding of accepted theories and principles of psychology to address issues of driver visual perception and attention, and their role in traffic safety.

The majority of the studies reported on were those previously reviewed by Wachtel and Netherton (1980), and many of Bergeron's statements and conclusions parallel those of the earlier study. However, Bergeron (reporting 16 years after the Wachtel and Netherton study was published) also cites a small number of newer studies, and includes reviews of one study published in France that was not included in the earlier report. Further, Bergeron discusses some of the published literature in the field of driver performance in general, and with regard to official highway signs and other traffic control devices, and he applies the understanding gleaned from these studies to his interpretations about the role of advertising signs. The author reexamines the applicability to this issue of some of the key theories of attention and perception as previously discussed by Wachtel and Netherton, and expands upon this discussion. In addition, he cites the work of Wickens and others, and explains clearly the applicability of these theoretical constructs to issues of driver attention and distraction.

Although the report title suggests that the focus is on advertising signs in general, the principal interest is electronic signs, which Bergeron calls variable message signs, or VMS.

Bergeron's findings largely reflect those of other psychologists, cognitive scientists and traffic engineers who have addressed these issues. His primary conclusions are:

- Attentional resources needed for the driving task are diverted by the irrelevant information presented on advertising signs. This is an impact attributable to the "nature of the information" that is conveyed on such signs. This distraction leads to degradation in oculomotor performance that adversely affects reaction time and vehicle control capability.

- When the driving task imposes substantial attentional demands such as might occur on a heavily traveled, high speed urban freeway, billboards can create an attentional overload that can have an impact on micro- and macro-performance requirements of the driving task. In other words, the impact of the distraction varies according to the complexity of the driving task. The greater the driving task demands, the more obvious are the adverse effects of the distraction on driving performance.

- The difficulty of the driving task can vary in several ways. Those that relate to the physical environment (e.g. weather, roadway geometry, road conditions) are unavoidable, and drivers must adjust to them (unless they take an alternate route or wait for better conditions). Necessary sensory information adds to the workload of the driving task, but is, of course, needed to perform safely. In addition, road signs and signals that communicate complex but necessary information contribute to the overall workload of driving. In this case, however, years of study have been directed toward making this information as clear and as easily accessible as possible.

- To some extent, the level of mental workload that impacts driving occurs at a pre-processing level. Bergeron cites, as an example, a complex or cluttered visual environment. In this case, the attentional effort that drivers expend in searching for target objects (e.g. signs and signals) will be more laborious, demand more resources, and lead to declines in performance levels.

- The presence of a billboard increases the confusion of the visual (back)ground and may lead to conflict with road signs and signals.

- Situational factors that are likely to create a heavy mental workload include: complex geometry, heavy traffic, high speeds, areas of merging and diverging traffic, areas with road signs where drivers must make decisions, roadways in poor repair, areas of reduced visibility, and adverse weather conditions.

- The very characteristics of billboards that their designers employ to enable them to draw attention are those that have the greatest impact on what Bergeron calls attentional diversion.

- Drivers must constantly carry out the work of recognizing stimuli that may not be immediately meaningful to them. This task requires time and mental resources, both of which are in limited supply.

> - Attention directs perception, and vice versa. In other words, when we are looking for something, our sensory system places itself at the service of our attention. But it is also possible for a sensation to attract the attention of drivers because it may represent something that is of potential importance. For example, authorities put flashing lights on emergency vehicles because they want drivers to attend to them.

At some levels, this paper seems simply to restate many of the points already raised in other review articles on this topic. But Bergeron goes to greater lengths than several other authors to apply the theoretical underpinnings of attention, sensation, perception, and distraction, to the conclusions, however flawed, of many of the statistical, on-road, or laboratory studies undertaken over the past 50 years on the impacts on traffic safety of roadside advertising. These analyses are useful and appropriate, and provide a fuller picture of the concerns with traffic safety from the roadside use of DBBs than other studies. On the other hand, his writing suggests a clear bias against roadside advertising, and it appears that his dismissal of certain studies and his complementary reviews of others are affected by this bias. One minor concern is that he sometimes shifts his focus from billboards to official VMSs without affording the reader a clear understanding of this shift, thus leading to some confusion in interpretation. Bergeron provides no photographs or detailed descriptions of the types of DBBs that he studied. Thus, we do not know how similar the signs that he addresses are to those that are of principal interest in the present report. At one point, he describes VMSs as: "attractive, colourful, dynamic, sequential, and (able) to meet the needs of several merchants at the same time" (p.19). Clearly, these sign characteristics seem to fit those of digital billboards, but further comparisons are not possible. Despite these shortcomings, this thought paper is a useful contribution to our knowledge in this field.

Bergeron, 1996b

Whereas the Bergeron paper discussed above (1996a) is a thought paper that applies relevant psychological theories and concepts to the findings of research about the relationship of outdoor advertising to road safety, this paper reports on the author's analysis of two DBBs proposed for a specific location in Montreal, Quebec, Canada.

After a first-hand review of the site, the adjacent expressway, and architectural and engineering drawings for the proposed signs, Bergeron recommends that permits not be issued. He describes the site as possessing many of the characteristics that he, and others, have suggested would be inadvisable for the placement of billboard:

> ...complex geometry of the road environment, heavy traffic, high speed of traffic, merging and diverging traffic, areas with road signs and signals where vehicle operators are required to make decisions. Given these situational factors, we must avoid creating confusion in the visual field. In these conditions, road signs and signals must be clear and the nature of the information communicated must only serve to assist drivers in their task of driving. In like conditions, outdoor advertising signs can represent a threat to the safety of road users.

Bergeron suggests that billboards at this location can have adverse impacts on driving safety from several standpoints.

- At a perceptual level, they can make the response to official traffic control devices more difficult by adding to visual complexity.

- At an attentional level, they can lead to driver distraction; in a road situation such as that present at this site, the level of mental loading is already substantial, and the billboards would generate an unnecessary demand on a driver's limited attentional resources.

- The billboards could add to the drivers' mental workload, which, in turn, can lead to declines in selective, shared, and sustained attention, decision-making, and motor activities.

- Drivers who are unfamiliar with this location may have the added burden of time sensitive decisions that may be necessary to move into the appropriate lane for exiting or merging.

- Because this expressway section is elevated, the demands on the driver are further increased because there is little or no space to pull over in the event of mechanical or other failure, and because bridge structures are known to contribute to feelings of insecurity among drivers.

Schieber and Goodspeed IV, 1997

This study addressed the nighttime conspicuity (i.e. detection) of official highway signs under two different conditions of sign brightness. Although concerned only with official, not commercial, signage, there are valuable points made by these authors that are relevant to the discussion of DBBs. Using a specialized, in-house apparatus that was capable of reproducing most of the dynamic range of roadside environment visual stimulus luminance values, the authors compared "bright" and "ultrabright" signs under three different conditions of environmental (background) complexity: low (representative of a 2-lane rural highway); moderate (depicting a typical commercial street in a small city); and high (simulating a downtown street in an urban area with many businesses and illuminated commercial signs). The principal hypotheses were confirmed. That is, although enhanced sign brightness offered no advantage either for response time or accuracy in the low complexity background, it was significantly better than the lower brightness sign in both categories under moderate or high complexity environments. The results also confirmed that older drivers may be more susceptible to the interfering effects of higher levels of background complexity when they are looking for information on highway signs. The results suggest two concerns about DBBs. First, these signs tend to be located in complex visual environments, and public complaints have suggested they are often too bright. Second, in an effort to stand out from this complex background, i.e. make them more conspicuous; DBB operators often believe that, the brighter the sign, the

better. Our concern is that an excessively bright DBB in a visually complex, typically urban environment will succeed in drawing attention to itself and away from other signs in the environment, including official signs. Third, as this study, and others, have demonstrated, older drivers have a particularly difficult time detecting official highway signs in complex environments. Unfortunately, the trend in the U.S. is to increasingly more complex environments, which does not augur well for our aging society.

Theeuwes, et al., 1998, 1999

In a series of related laboratory studies, Theeuwes and his colleagues have demonstrated behaviors that may help to explain why the human eye may be drawn to a DBB at the expense of the driving task even when a driver has no intention, or desire to look at the billboard, and how this unintentional response can delay one's reaction time to time-critical on-road events. Their experiments also shed light on the finding that their participants were unaware that their eyes had been drawn to the distracter at the expense of the object that was their task.

In summarizing the relevant literature, the researchers describe findings that show that the human visual system is sensitive to events that exhibit sudden change; that a visual object presented with a transient luminance change captures attention automatically and reflexively. Even when observers have no intention to look for what Theeuwes call an onset, such an abrupt onset, when visible among other visual elements in the scene is processed first. Thus, it has been argued, sudden luminance changes (and this characterizes all DBBs at the point of message change) capture attention in what is known as a "stimulus-driven" manner, as opposed to being attentionally driven.

The studies reported here were conducted to determine whether such an abrupt-onset object that was irrelevant to the task being performed, would also capture the eye movement of the participant.

The experiment required participants to view a display containing six gray circles. After a set time, five of the circles changed to red (one remained gray), and all six simultaneously displayed a letter in their center. Participants were instructed that, as soon as the colors of the circles changed, they were to direct their gaze as quickly and accurately as they could toward the one circle whose color did not change, and push a button to identify the letter that appeared in that circle. (The five other circles displayed randomly chosen distracter letters which were never the same as the letter in the "target" circle). Eight participants performed 64 practice and 256 experimental trials. In half of the trials, a new red circle was added to the display at the same moment that the others changed and the letters were revealed. This new circle could appear at one of four possible locations within the display. This new circle was the "onset" or distracter.

The results showed that, when no new object was added to the display (the control condition), the participants were able to move their eyes directly to the target; however, in those trials where the new object was introduced (the experimental condition), participants' eyes often went toward the new object, stopped briefly, and then went on to

the target. In other words, with the new target present, two different eye movements were made, the first to the new, irrelevant target, and the second to the target that was the object of the task. Reaction time to the task (the identification of the letter inside the gray circle) was significantly slowed when the new, irrelevant target was present. The authors note that the task irrelevant stimulus attracted this initial eye glance even when it appeared in the direction opposite the target. At the end of the experiment, the researchers explicitly asked the participants whether they were aware that the new object affected their eye movements. The answers were that they were sure that their eye movements were not affected by the onset object. Their conclusion from this first experiment was: "Both the goal directed allocation of attention and the movement of the eyes to a clearly defined target can be disrupted by the appearance of a new but task-irrelevant object in the visual field, even when this object appears quite distant from the target" (Theeuwes, et al., 1998, p. 381).

In a second study using a similar paradigm, the researchers found that the attentional capture effects by the appearance of the task-irrelevant onset could be overcome when observers had sufficient time in advance to attend and program an eye movement to the location of a subsequent target stimulus. In other words, the distracting effect of the novel, task-irrelevant object can be offset when a person can, in advance of that distraction, focus on and attend to the principal target.

Cairney and Gunatillake, 2000

On behalf of the Royal Automobile Club of Victoria (RACV - the approximate equivalent of the AAA in the U.S.), Cairney and Gunatillake of ARRB Transport Research (formerly the Australian Road Research Board) undertook a review of the literature with the goal of generating recommendations for guidelines for the control of outdoor advertising in the Australian state of Victoria and its local jurisdictions.

The authors cited two prior, comprehensive reviews, one by Wachtel and Netherton (1980) in the U.S. and one in Australia on behalf of the ARRB by Andreassen (1984). Their search of three databases (INROADS in Australia, IRRD in Europe, and TRIS in the U.S.) uncovered no new studies in this field. What had changed since the two cited reviews, however, was the technology used for the display of roadside advertising, as well as the presence of more potential distracters within the vehicle itself. In addition, the authors report that some jurisdictions have made progress in the development of regulations "which are acceptable to advertisers while avoiding obvious distraction problems for drivers..." (p.2). They explain that, although these guidelines are not generally based on empirical evidence, they are based on solid human factors data and practical experience.

The authors identify, and briefly describe, six different types of signs, and suggest that different guidance or regulation is needed for each. Only two of the sign-types, the variable message and tri-vision signs, are relevant to our current study. They further discuss illuminated signs, and the types of motion or apparent motion that can be achieved by such signs, including: flashing, chasing, scintillating, etc., and they discuss

the appropriateness of restrictions on dazzling or glare impacts on motorists, and on maximum luminance (brightness) levels that should be appropriate for the ambient roadside environment. Finally, they suggest that the lighting color displayed on such signs should never mimic that of official traffic control devices, although they say nothing about the shape of images displayed. For all signs, Cairney and Gunatillake concluded that the common concern is the effect that a sign may have on a driver's visibility of other road users, the roadway, and traffic control devices, and that appropriate regulations generally prohibit signage in areas near where the demand for driver concentration is high, "such as intersections, interchanges, and level crossings" (p.3).

Although this report is not primarily concerned with recommendations of research methodology that might be used to study the effect of roadside advertising signs on traffic flow and safety, they mention three different types of investigative approaches that might be followed, and point out certain difficulties and disadvantages of each.

> The case-study approach involves the review and analysis of accident investigation reports. The lack of results from such studies does not, they believe, demonstrate that distraction from roadside advertising is not an issue, because drivers may be reluctant to admit that they were distracted or may not have been aware of being distracted. Further, distraction has not traditionally been an issue that accident investigators have drawn attention to, and thus it is likely that it is underreported.
>
> The site investigation approach involves the examination of crash rates; particularly crash rates of the types of crashes that might be expected to be related to distraction such as rear-end crashes, along different road sections distinguished by advertising sign presence or density. The authors point out that the major difficulty with this approach is that high advertising density tends to be correlated with other factors that might contribute to a high accident rate – i.e. a more demanding driving environment. Not stated is that such studies are typically unable to identify or control for variables that are outside the scope of the actual study, such as police enforcement, road construction, or weather conditions.
>
> The laboratory simulation approach enjoys the benefits of complete control over the experimental design, but presents the difficulty of generalizing from the simulated, artificial task in the laboratory to performance in the real world. In addition, although not discussed in this report, there is the difficulty of recreating the legibility, brightness and contrast of today's sophisticated advertising signs in simulation.
>
> Other research approaches, such as naturalistic studies, controlled-course studies, and unobtrusive observation, among others, are not mentioned.

The authors state that the majority of their review of the literature is based heavily on the Wachtel and Netherton (1980) study. Indeed, of the 14 studies reviewed by Cairney and

Gunatillake, all had been previously analyzed by Wachtel and Netherton. Accordingly, these re-reviews will not be discussed here. The conclusions of Cairney and Gunatillake, having re-reviewed these studies with the benefit of 20 years of hindsight, is that the conclusions reached by Wachtel and Netherton were appropriate, and still relevant to the development of guidelines in Australia in 2000. Among their specific conclusions are these:

> The best of the studies reviewed to date (Weiner, 1979) demonstrates that, when all confounding variables are controlled statistically, sites with advertising signs have higher crash rates than sites without. Indeed, the number of billboards did have a significant effect, and the number of crashes increased in proportion to the number of billboards. The effect size, however, is modest.
>
> Because the effect size is small, this suggests that large, well-controlled studies will be required to detect significant effects. "There is a risk that small studies will not produce sufficient effects and be misinterpreted as showing that there is no significant effect when the proper conclusion is that there is insufficient data to reach a conclusion" (p.9).
>
> Changeable message signs may have a more direct bearing on crash rate than static signs.
>
> The outcome of the laboratory studies complements those of the (on-road) correlational studies. Although drivers are resistant to distraction, simulated advertising has a small but consistent, and adverse, effect on performance, particularly where task demands are high, and on peripheral tasks. Further, advertising material that is similar in appearance to traffic control devices, or that is proximal to such TCDs in the driver's visual field, may be particularly troubling.

In summary Cairney and Gunatillake believe that the cited findings suggest that unregulated roadside advertising has the capacity to create a significant safety problem. Interestingly, they state that their results "run directly counter to Andreassen's (1984) conclusion that 'There is no current evidence to say that advertising signs, in general, are causing accidents'" (p.9).

The remainder of this study addresses the existence of guidelines and regulations, and puts forward recommendations for future controls. This will be addressed in Section 5 of the present report.

Farbry, et al., 2001

This report, by the Federal Highway Administration's (FHWA's) Human Centered Systems Team, reviewed the literature related to the safety implications of electronic billboards (EBBs), presented findings, and recommended a research plan to address knowledge gaps. It was a follow-up to an earlier FHWA report (Wachtel and

Netherton, 1980), and it complemented contemporaneous driver distraction studies that addressed in-vehicle displays. The project included tri-vision signs within the broader category of EBBs.

The literature review included: an assessment of state billboard regulations and policies relevant to EBBs and tri-vision signs; billboard-related crash analyses and potential safety factors such as distraction, conspicuity, and legibility; and driver and roadway characteristics. Because there was a limited amount of available research on external (to the vehicle) distraction, the review included an assessment of studies of in-vehicle distracters as a surrogate to understand how potential distraction may affect the driver.

The knowledge gaps were categorized into three areas: roadway geometry, sign characteristics, and driver characteristics. Each of these areas was reviewed and preliminary research plans were proposed, including goals and research questions. The roadway characteristics identified for future research included horizontal and vertical curves, intersections, work zones, and EBB and tri-vision sign spacing. Sign characteristics for needed study included content and comprehensibility, exposure time, motion, and sign maintenance. Driver characteristics related to age and route familiarity.

The authors describe the capabilities of EBBs, both complex and simple, and state that the simpler technologies used in some EBBs are similar to those employed in changeable message signs (CMS) used by roadway authorities in both permanent and portable installations to communicate official traffic information to motorists. The report notes that such signs may also be called variable message signs (VMS) or dynamic message signs (DMS). Tri-vision signs are described as more limited in capability, but of interest because of: (a) the rotation (movement) of their cylinders to present three different messages, (b) the presentation of two partial messages simultaneously (during the change interval), and (c) potential variations in light reflected back to the driver as the panels rotate.

A review of State practices concerning regulation of EBBs demonstrates that, unlike with static (fixed) billboards, there is little consistency from one jurisdiction to the next.

The literature review, while updating that in FHWA's 1980 study, differed from the earlier study in three ways. First, the newer study did not review the literature critically as did the previous study; and second, the newer study reviewed a subset of the literature whereas the earlier study attempted a comprehensive review of the extant literature. On the other hand, the newer study synthesized the prior research in a manner that the analytical and chronological approach of the earlier study did not. The 2001 study grouped the reviewed work into common topics areas, permitting the reader to more easily grasp the multifaceted nature of DBB issues, and to better appreciate the existing knowledge gaps with regard to the safety implications of these devices.

The authors identified relevant research in other aspects of road safety that might not, at first, seem to relate to the possible safety implications of roadside electronic billboards. Areas of research interest such as older and younger drivers, distraction due to in-vehicle

technology, and display and lighting characteristics of changeable message signs used for official purposes, are all discussed. Clearly, these areas of research *are* relevant to DBBs, as will be discussed below.

Specific attention is given to other technologies (such as in-vehicle distracters) as they may be relevant to the potential threat of distraction from electronic billboards. For example, the study summarizes work by Wierwille and Tijerina (1998) that calculated the total number and average duration of eye glances required to operate specific in-vehicle devices (such as climate controls, HVAC, mirrors, and others). "Exposure" was defined as the number of glances multiplied by the time per glance, and the researchers found that there was a linear relationship between exposure and number of crashes. The FHWA authors suggest that a similar approach might be undertaken to assess the maximum amount of time that a driver could attend to a distraction source outside the vehicle. Similarly, the authors review several studies that examined the relationship between cellular telephone use and crashes, and they divide such phone-related distraction into three categories: manual manipulation of the phone; glancing at the phone (which requires looking away from the roadway), and engaging in conversation (which may disrupt concentration on the driving task). They conclude that the latter two contributors to distraction due to the use of cell phones may have parallels with distraction from roadside electronic billboards.

They also identify research methodologies used in other applications that may be applicable to studying the impacts of EBBs. For example Olsson and Burns (2000) developed a "peripheral detection task" designed to measure visual distraction and mental workload; with appropriate modifications this approach might be useful for the study of distraction and workload effects of roadside electronic billboards, along with classical driver performance measures of lane deviation and speed maintenance.

A number of the conclusions reached, while highly relevant, might be seen even more strongly in light of the observations made by other researchers. For example, the authors appropriately suggest that there may be lessons from studies into the legibility and conspicuity of official changeable message signs that could be applied to DBBs. They further discuss the fact that low levels of illumination on official signs could lead to reduced conspicuity and, hence, reduced legibility. This difficulty might be exacerbated because DBBs typically have very high luminance levels, often leading to complaints by the traveling public as well as regulators. These high luminance levels may increase the conspicuity of the DBBs at the expense of official signs. Similarly, the authors discuss differences in response to signs by familiar vs. unfamiliar drivers, since it is understood that motorists who pass the same signs regularly become acclimated to their presence and may ignore them. Of course, one of the defining characteristics of DBBs is their ability to display a new message every few seconds, thus, in effect, presenting displays that are always new and therefore unfamiliar to all drivers.

One of the principal purposes of this project was to identify needed research and propose approaches to conduct such studies. The authors describe the goal of such research as determining whether there are conditions under which EBBs are a safety concern as

demonstrated by crashes or other types of degraded driver performance. They identify *research findings*, information that is available in an area that may be relevant to studies of EBB safety, and *research questions*, goals of research still needed. They appropriately note that, because findings from some otherwise relevant prior research studies did not directly address EBBs, it may still be necessary to replicate some of the earlier work with these newer billboards. The authors identify relevant characteristics of the roadway environment, sign design and operation, and driver-related issues, and identify the research needs in each area. This section of the report ends with a brief overview of four research methods that the authors suggest might be appropriate for future research. These include: documentation analysis (accident analyses of EBB locations with controls); field studies (data collection by observers in the field); test track studies; and simulation. Because this was intended only as an overview of the four methods, they are not described in sufficient detail for the reader to understand the advantages and limitations of each method for studies of this complex real-world issue.

Beijer, 2002

Beijer undertook a comprehensive, on-road investigation with 25 participants who had their eye movements recorded while driving along a heavily traveled expressway in Toronto, Ontario, Canada. Advertising signs visible to drivers were evaluated for the number and duration of eye glances made to each. The signs varied in size, distance from road, and side of road. Signs using four different display technologies were included: conventional billboard, scroller, roller-bar, and video. There were apparently no signs studied featuring the technology of most interest to the present report, DBBs or CEVMS. Because much has been written about the likelihood of different driver response to outdoor advertisements based on temporal driving demands, Beijer operationally defined demand in a simple, effective, and naturalistic, although somewhat limited, manner. Specifically, he identified the distance between a participant's car and the vehicle immediately ahead of it in its lane. If that distance covered one skip line and space, he considered the task demand on the participant to be high; two skip lines and spaces was called medium; three skip lines and spaces was deemed low; and anything beyond three skip lines and spaces was defined as no demand. Although Beijer recorded this data for all three lanes of traffic moving in the same direction as the participant, he analyzed only the same-lane data. As stated above, while this operational definition is somewhat crude and doesn't account, for example, for the demands imposed by traffic immediately behind and/or adjacent to the participant's car, or for demands created by changing traffic speeds or roadway geometry, it has the advantage of being easily measured and naturalistic.

As background for his study, the author reviewed earlier eye-movement research that addressed visual demand on drivers. He cites work by Rockwell (1988) and Wikman et al. (1998) each of whom suggested that, when drivers have spare visual capacity, one second was about the maximum for safe non-driving related glances. Separately, he cites work by Zwahlen (1988) and the same paper by Rockwell that suggest that two seconds is a practical maximum, because glances longer than this are associated with lane-keeping errors. Since the presence of other vehicles in the traffic stream increases

demand, Beijer suggests that, in heavy traffic, "glances at (advertising) signs may be inappropriate (p.3), and the measurement of such glances was one of the key objectives of this project.

One concern with Beijer's adoption of the "two-second rule" (p. 14) is his reliance on the Rockwell study that suggested that drivers' visual glances are affected by four factors, one of which is the sampling of in-car electronic devices. Beijer's assumption that glances at roadside advertising is similar, and therefore should produce quite comparable results to, the in-car displays studied by Rockwell, is overly simplistic, given that the eye and head movements required may be quite different, that in-vehicle displays can be viewed at any time, whereas a compelling roadside advertising sign can be viewed only while the sign is being approached, and given the understanding, as expressed by Chan et al. (2008) that drivers looking down at in-vehicle displays know that they cannot see the road ahead and thus may be motivated to return their gaze to the forward roadway view as quickly as possible, whereas drivers looking at roadside advertising signs, particularly signs close to their line of sight, are likely to still have the forward roadway view in their peripheral vision, and thus may feel less need to return their gaze quickly to the foveal view.

Again citing Rockwell (1988) Beijer distinguishes between two measures of eye gaze. The mean number of glances (MNG) is sensitive to demand, and increases with the complexity of the task, whereas the average glance duration (AGD), in Rockwell's work, was relatively insensitive to changes in demand. Rockwell reported that, as traffic conditions become more demanding, drivers increase the MNG while shortening the AGD, although the total off-road viewing time remains nearly the same. This suggests that drivers are able to modulate their glances as task demands build, so as to better "time-share" these off-road glances with attention to the forward visual field as necessary. Conversely, one might expect that drivers who engage in long AGD behavior even when confronted with high task demands are less willing or able to devote the appropriate visual resources to the driving task.

Beijer tested two basic hypotheses:

> 1. The most distracting signs will be those that are larger, active rather than passive, closer to central vision, and on the right side of the roadway.
>
> 2. Signs located in an area with a low density of other signs, and with less demanding traffic, would receive more attention. (He states: "Signs that receive attention despite a heavy traffic density or a demanding route are referred to as receiving 'inappropriate attention' [p. 28]).

The 25 participants in this study drove a 6 km section of the Gardiner Expressway, and passed a total of 61 commercial signs. These included 24 small and 18 large billboards (sizes were not specified), 5 video, 12 scrolling text, and 2 roller bar signs. The signs were equally divided (30 left and 31 right) on both sides of the highway.

Based upon the related work of Smiley and her colleagues (Smiley, Smahel & Eizenman, 2004; Beijer, Smiley & Eizenman, 2004) Beijer defined "long glances" as any glances of duration greater than 0.75 second. Overall, he found that 22 (88%) of his participants made long glances at one or more signs; and five (20%) made glances of longer than two seconds to one or more of the advertising signs. The longest recorded glance was 2.07 seconds. As expected, the "active" signs commanded more, and longer glances per sign than did the "passive" signs (large and small conventional billboards). Scrolling text signs amounted to 20% of the total, but commanded 42% of all glances, and 40% of all long glances. Roller-bar signs represented only 3% of the total, but captured 6% of all glances and 6% of long glances. Video signs represented 8% of the total, and captured 19% of all glances, and 31% of long glances. Small and large (static) billboards combined represented 69% of the total, but captured only 32% of all glances and 23% of long glances. In essence, these findings demonstrate that static signs captured a percentage of glances and of long glances amounting to about half of their representation on the road, whereas all three types of active signs attracted a percentage of glances and of long glances approximately equal to at least twice their representation on the road.

In terms of statistical significance, the roller-bar and video signs received significantly more long glances per sign than did the billboard or scrolling text signs. Beijer expresses some surprise that the roller-bar signs would capture as many glances (and long glances) as the video signs because, "unless a subject actually catches the Roller Bar sign during a change, it could very well be mistaken for a Billboard" (p. 71). He suggests, however, that "anecdotal evidence points to some people (saying) they anticipate and watch (the Roller-Bar sign) for the change to a new message/advertisement" (p. 71).

When task demands increased, the author found that the number of glances made per sign decreased significantly; average and maximum glance durations appeared to decrease, but not significantly.

Beijer finds that his results differ from earlier studies, particularly those of Andreassen (1984) and Hughes and Cole (1986), and attributes this to the differences in sign technology. He states: "Certain signs are much more distracting than those studied in previous experiments" (p. 68).

One of Beijer's main hypotheses – that signs on the right side of the road would receive more glances than those on the left – was not confirmed. In fact, the two signs (of 61 in the study) that were the most frequently viewed were both on the left side of the road. The author believes that this may have been attributable to sign placement – both of these signs were positioned close to the drivers' line of sight. Conversely, the signs on the right side of the road, particularly the active signs, were not typically placed as close to the road as those on the left, and were farther from the drivers' central line of sight. This finding of more views for signs on the left is not only counter to what the author expected at the start of the study, it is contrary to data found in previous studies (e.g. Mourant and Rockwell, 1970), that found that drivers tend to concentrate their glances on the right portion of the road. Beijer suggests that this somewhat surprising finding may be because modern day drivers are more used to looking at official signs that are mounted overhead

above the travel lanes vs. older signs that were typically mounted on the right. Of course, it is also possible that the signs on the left were simply more distracting, and more capable of attracting the drivers' attention than those on the right.

A finding of safety concern is that, although higher levels of task demand were associated with a reduction in the *number* of glances made to the signs, the average and maximum *duration* of these glances was not reduced as task demands increased. As the author states: "This would seem to indicate that drivers are comfortable turning their attention away from the road for a set period of time, regardless of the demands of the driving task (i.e. traffic conditions)" (p. 76).

Of the 926 total glances made by the 25 participants in this study, 198 of them (21.4%) were 0.75 seconds or longer, and 10 were longer than two seconds. Since these very long glances were made by five different participants, and the long glances were made by 22 out of 25 of the participants, the author concludes: "... distraction (from advertising signs) is not just an isolated incidence by one or two participants" (p. 77).

When only long glances were considered, the differences between sign types became highly significant. The video signs received more than five times as many long glances as the large static billboards. In fact, one of the five video signs received the majority of the long glances. This sign was positioned close to the drivers' field of view, where it could be seen for a considerable distance, and where there was very little visual clutter, enabling the sign to dominate the visual space. The author concludes that sign placement within an approaching driver's field of view may be more important than the sign's lateral distance from the road edge. Signs in the center of the field of view tend to receive more glances, regardless of distance, than those farther in the periphery. Beijer notes that current policies regarding the distance of commercial signage from the road does not distinguish between straight sections and curves and does not account for the sign's location within the line of sight. He suggests using line of sight, or angle from the center of the lane.

Young and Regan, 2003

Although this paper is concerned only with in-vehicle distraction, it is addressed briefly here because of its clear explanation of driver distraction and inattention, and its potential consequences. The authors cite Stutts et al. (2001) who define distraction as occurring "when a driver is delayed in the recognition of information needed to safely accomplish the driving task because some event, activity, object or person within or outside the vehicle compelled or tended to induce the driver's shifting attention away from the driving task." It is the required presence of this triggering event or activity that distinguishes distraction from the broader category of driver inattention. There are generally four types of driver distraction that are considered: visual, auditory, biomechanical, and cognitive. When considering the potential distraction due to roadside billboards, we are talking about visual distraction. The authors summarize their short paper by recognizing that converging evidence suggests that driver distraction contributes to crashes, and that the prevalence of distraction as a risk factor is likely to increase as

new technologies are brought to market. Although they are addressing in-vehicle distractions, their statements can apply to external distraction, including DBBs, as well.

Wallace, B., 2003a, b

Wallace describes this paper as a literature review and meta-analysis, based on research that he carried out for the Scottish Executive's Central Research Unit. The goal of this study was to answer the question: Is there a serious risk to safe driving caused by features in the external environment (focusing on billboards) and, if so, what can be done about it?

The author states that this subject has been under-researched, but that there is evidence that, in certain cases, "over complex visual fields can distract drivers" and that it is unlikely that current guidelines or regulations are adequate to deal with this concern.

Wallace cites a number of the early U.S. accident analyses, most performed in the 1950s and 1960s, which generally showed that higher road complexity, especially that related to intersections, curves, and roadside development, was associated (correlated) with higher accident rates. He interprets and groups the conclusions of several of these studies to suggest that the presence of billboards adjacent to such roads, especially when the billboards were located at or near curves or intersections, contributed to these higher accident rates.

After reviewing seven on-road and statistical studies and two laboratory studies, the author concludes that, despite certain weaknesses in each study, they "start to tell a story," which is, as Wallace puts it, that when drivers are looking for something (i.e. a traffic sign or signal) their reaction times will be slowed by the presence of distracting advertisements." This conclusion is supported by the more recent work of Crundall and his colleagues (2006), discussed later in the present report.

After summarizing his conclusions from these studies and experiments, Wallace turns to theories that might help explain these findings. His interpretation is that theories of attention and perception suggest that drivers may be susceptible to distraction from their driving task at any time, but that this is most likely to occur when such drivers are searching for something, and especially when they do not know what they are searching for and when there is a great deal of clutter in their visual field. He interprets the Holahan (1978) and Johnston and Cole (1976) laboratory studies as demonstrating this effect, and the field studies as further supporting these predictions by finding higher correlations between billboards and accidents at intersections. Further, he cites the Ady (1967) study for actually demonstrating that an advertising sign with bright lights, positioned at a curve in the road, was shown to have caused accidents. He believes that this finding supports Berlyne's theories of the orientation reaction, where the human brain functions in a manner to modulate arousal levels. In the case of the one billboard (out of three) found by Ady to have caused accidents, Wallace describes the situation as being a stretch of road where drivers were operating in conditions of low arousal, where they might have succumbed to "highway hypnosis." The sign, according to Wallace's interpretation,

might have caused these drivers to experience phototaxis (also called the "fascination phenomenon") in which the large, bright billboard captured their attention to such an extent after a long, monotonous stretch of road, that drivers became "absorbed" in the sign, and simply failed to notice or respond to the curve in the road where the sign was located.

Wallace's review of early accident studies is open to challenge for several reasons. He finds fault with the fact that these studies demonstrated only correlations between advertising and accidents, rather than proving a cause-and-effect relationship. While it is true that correlation cannot prove causation, it is wrong to think of this as a weakness in the research. The flaw, if any, is in the misinterpretation or misuse of this data. Further, Wallace seems to attribute certain methodological weaknesses in some of these studies (e.g. not controlling for traffic flow or roadside development) to the fact that these studies were correlational by design. In truth, because a study undertakes a correlational rather than causation analysis is independent of whether its methodology is flawed. The types of statistical oversights that Wallace attributes to these studies are real, but they are not a result of the researchers' choice to undertake correlational analyses only.

It is of further concern that Wallace's review of these earlier studies, and his critique of previous reviews of them, seems intent on demonstrating his main point, which is that outdoor advertising signs at intersections are a problem that warrants attention. If a study, or a critique of a study, did not support this argument, then Wallace tends to be dismissive of it. This is not to say that his point is wrong; it is simply to suggest that his reviews seem colored by an effort to reinforce his conclusion, and his critiques are selective as a result.

Wallace dismisses correlational studies, apparently because he believes that only studies that can prove causation have merit. By extension, he dismisses on-road studies because it is difficult, if not impossible, to undertake such a study with the degree of experimental control that might support findings of causation. In this same vein, he praises "experiments" (i.e. controlled laboratory studies) for their ability to demonstrate causation. He does, however, recognize that, with their abstraction from reality, it may be difficult to generalize findings from such experiments to the real world. As Wallace states it, such experiments lack ecological validity, i.e. the degree to which they reflect real world driver behavior.

Despite these criticisms, Wallace does a reasonable job of bringing together the predictions that come from theory, and the findings of laboratory studies and accident analyses to support his major thesis; that roadside billboards can be a major threat to road safety under certain, situationally specific, conditions.

In summary, his major conclusions are:

a. The adverse effect of billboards is real, but situation specific.

b. Too much visual clutter at or near intersections can interfere with drivers' visual search and lead to accidents.

c. It is "probable" that isolated, illuminated billboards in an otherwise boring section of highway can create distraction through phototaxis.

The principal points made by Wallace, both in his summaries of past research and in his interpretation of psychological theories of attention and distraction, are that outdoor advertising signs are likely to create dangerous levels of distraction for drivers when they are placed at complex or challenging road locations such as intersections or curves, or when they exist in the midst of otherwise understimulating sections of roadway.

While there has been little research into the possible role of phototaxis on driver performance, there is broad agreement by researchers that billboards, in general, can create inappropriate levels of distraction when placed in areas of high driver task demands. Wallace identifies two such areas – intersections and curves. Other conditions and circumstances, such as merges, lane drops, and decision points, have been cited by others.

Although this study was silent on billboard technologies, the text suggests that Wallace was principally concerned with traditional fixed billboards (with the exception of his citations of prior research). And, while digital billboards are not explicitly discussed, it is reasonable to assume that the situation specific conditions addressed in this study would apply equally, if not more strongly, to these newer technologies.

CTC & Associates, 2003

Prepared at the request of the Wisconsin Department of Transportation (WisDOT), Transportation Synthesis Reports (TSRs) serve as brief summaries of currently available information on topics of interest to the WisDOT technical staff. The reports are compiled from sources such as NCHRP, TRB, AASHTO, other state DOTs, and related academic and industry research. The impetus for this particular report was a concern raised about the predicted safety impacts of outdoor electronic advertising signs, called electronic billboards (EBBs) in this report, as well as tri-vision signs.

The report summarizes a highly selective set of studies in several areas. These are identified as: Overview, State and Local Studies, Driver Distraction, and Avenues for Research. In addition, a brief summary is provided of pertinent Wisconsin regulations that address two types of electronic outdoor advertising, "multiple message signs" (tri-vision) and "variable message signs" (electronic billboards or EBBs).

In the Overview section, the report references the Federal Highway Administration's (FHWA) Office of Real Estate Services (ORES) website for a detailed history of the federal outdoor advertising control program, and the ORES 1996 and 1998 policy statements on changeable message signs.

Summaries are also provided of the FHWA 2001 report titled "Research Review of Potential Safety Effects of Electronic Billboards on Driver Attention and Distraction" (Farbry et al., 2001). Among the key findings of this report were that: (a) determining the effect of roadside billboards on safety is difficult due to both theoretical and methodological reasons; (b) there does not seem to be an effective method appropriate for evaluating the safety effects of EBBs on driver attention or distraction; (c) the legibility requirements used for official changeable message signs may be relevant to the design of EBBs; (d) there is potential in the use of methods to assess distraction from in-vehicle information systems for EBBs; (e) although the 42 states surveyed have generally consistent regulations for traditional (static) billboards, there are no common guidelines governing EBBs and tri-vision signs across states; and (f) few states even define the term "electronic billboard."

Based on the FHWA survey of states, the report identifies issues that may pertain to EBBs. These include: red, flashing, intermittent or moving lights; glare; use of traffic control device symbols or words; illumination or sign placement that might interfere with a traffic control device; spacing and timing.

The report summarizes a study performed for the South African National Roads Agency Limited (SANRAL) (Coetzee, Undated) that looked at the content of outdoor advertising "based on driver characteristics," and it discusses a number of the articles previously reviewed in the FHWA report of 1980. In addition, the report discusses a 1999 survey conducted by the National Alliance of Highway Beautification Agencies (NAHBA), which reviewed state regulations regarding tri-vision signs, and which included a discussion of the Minimum Exposure Dwell Time and the Maximum Transition Twirl Time boundaries contained within the policies of several of these states.

In the section on Driver Distraction, the authors quote from the 2001 FHWA study and the website of the Outdoor Advertising Association of America (OAAA), both of which describe the intention of outdoor advertising to catch the eye and draw attention. The quotations from OAAA go further, and describe newer technologies that permit such signs to "talk to you," and include other interactive features.

The report then reviews several studies of driver distraction, some of which employed accident analyses from Federal databases and others which employed actual on-road research using a variety of methods to measure distraction. The American Association of Automotive Medicine (AAAM, 2001) analyzed crash data from the national Crashworthiness Data System (CDS) from 1995-99, and determined that 12.9 percent of drivers were distracted at the time of their crash, and that 29.4 percent of those drivers cited "persons, objects or events outside the vehicle" as the source. Other studies are cited, with differing results reported.

Other studies were reviewed that analyzed driver eye and head movements, and showed that greater visual complexity associated with a high volume intersection required drivers to search the environment more than at lower volume intersections. The authors, citing the 2001 FHWA study, state: "it can be conjectured that additional visual stimuli such as

billboards, may add additional demand to driver workload in high-volume intersections" (p.6)."

Although still in the section on Driver Distraction, the authors next discuss several studies that dealt with information processing demands for reading dynamic message signs with unfamiliar messages. Human factors research carried out by FHWA is cited that found that the 85th percentile driver on a low-volume highway could read signs with word messages at the rate of one major word per second. Interpretations are made (it is unclear whether these belong to CTC or to the original study authors) to suggest how many words or symbols could be read by drivers approaching signs under different conditions (e.g. day vs. night; 100 vs. 80 km/h speed; perfect vs. degraded vision; 14 vs. 6 inch letter height). The authors list other factors, including driver workload, message familiarity, and message format, that can affect the time needed to read a sign message, and conclude this discussion by citing another study, which states: "it is important that the message must be legible at a distance that allows sufficient exposure time for drivers to attend to the complex driving situation and glance at the sign a sufficient number of times to read and comprehend the message" (p.6).

Brief mention is made of a number of states that have attempted to identify a relationship between EBBs and safety using traffic conditions "as a surrogate measure" (although it is not clear what this means in the context of this report). States variously reported no evidence of increased traffic problems, or an inability to identify a relationship between crashes and EBBs. However, no information is provided as to how this information was obtained, or whether any actual research or analysis was conducted to address these questions. Again, it is not clear whether these statements are those of the authors of this report or the cited study.

Finally, in a section titled "Avenues for Research," the authors return to the 2001 FHWA study, which suggests several needed studies. A study conducted in 2000, using a methodology called a peripheral detection task to measure visual distraction and mental workload is cited as a promising approach. The authors suggest that this approach might be useful in addressing distraction due to in-vehicle systems and, if so, "it may also be applicable to stimuli external to the vehicle such as EBB and tri-vision signs" (p.7). The authors note that research is needed about the effects of EBBs in highway work zones. Since work zones are known to be high accident locations due to many factors, it is reasonable to assume that these are very high driving demand environments where safety challenges could be exacerbated by additional sources of visual distraction. But the report merges a discussion of work zone demands with those of other complex highway environments including horizontal and vertical curves, and interchanges and intersections. Thus, the focus of the suggested research is unclear. "Changeable message signs" (CMSs) are discussed next, and although not stated, it seems clear from the context that these are official highway signs rather than billboards. A number of research studies are cited that address the legibility requirements of such signs, including issues such as character font, number of characters per line of text, number of lines, luminous contrast, positive contrast orientation, etc.

Because this paper does not represent original research, there is no criticism of the methods used or the assumptions made. It is unfortunate that the authors seem to use multiple terms when referring to the same technology – terms including electronic billboards (EBBs), variable message signs (VMS), dynamic message signs (DMS), and CMS (which, although not defined, presumably refers to changeable message signs). Another source of some confusion for the reader is that it is often not possible to know whether statements made in the report are those of the authors of the studies under review, or those of the reviewers who prepared this report.

Lansdown, 2004

Following a similar thread to the earlier work by Cole and Hughes (1984), Lansdown suggests that the significance of information presented by roadway signage should be explicitly linked to a hierarchy of priorities. Safety information should have the highest priority for signage, followed closely by regulatory information and then travel efficiency. Sign design should meet the conspicuity needs of the driver, as, by example, safety and warning signs possessing high attentional conspicuity (i.e. they are conspicuous to all drivers whether or not they are expected, and whether or not the driver is looking for them), whereas signs conveying navigational information need only meet the lower standard of search conspicuity, in that they contain information that is only relevant to the subset of drivers that is looking for it. Lansdown suggests that irrelevant information such as advertising signs should be treated as low-priority information and "constrained in its attention-demanding capacity" (p. 76).

Finnish Road Administration, 2004

This two-part study was conducted on behalf of the Finnish Road Administration (VTT) to provide background material for policies about roadside advertisements. The goal of the project was to conduct a general assessment of prior studies on the effects of roadside advertisements on safety, and to determine whether advertisements are the cause of fatal accidents.

The first part of the study was performed by Docent Juha Luoma of VTT Building and Transport, and consisted of a critical summary of existing research, an assessment of the need for policies, and a discussion of the problems related to studying the safety effects of roadside advertisements. The second part of the project was an extract of a previous project performed for VTT by the Helsinki University of Technology. This earlier work reviewed the accident investigation committee reports of fatal accidents that occurred in 2000-01, the objective of which was to determine if there was evidence that advertisements were partial causes of the investigated accidents.

The effects of roadside advertisements (billboards) have been previously studied in Finland in the 1970s by Lehtimaki and in the 1980s by Luoma. In a 1984 article, Luoma summarized the findings as follows:

- In general, the number of accidents near roadside advertisements has not been observed to be higher than at reference sites (those without advertisements).

- The negative effects of advertisements are visible in accident statistics if they are focused on intersections.

- The effects of advertisements are apparent in driver behavior, but the effects measured under normal traffic conditions are small.

- Advertisements distract the detection of traffic signs and possibly also other objects relevant to the driver's task.

The last conclusion above was based on similar results obtained from both real world observation (under normal traffic conditions) and a simulation study (under high workload conditions). The authors surmise that "small effects visible in a normal situation may in exceptional situations become significant from the standpoint of safety (p.11), but Luoma predicted that the similar outcomes from these two studies would not be accepted as sufficiently conclusive that it would lead to clear-cut measures of control.

In a later study, Luoma (1988) studied drivers' eye movements and responses to a survey in the vicinity of different kinds of observed objects. The results indicated that "drivers looked at roadside advertisements for a long time compared to traffic signs" (p.10). These results suggested that the information presented in the advertisements could not be perceived quickly or easily.

The authors reviewed a small number of other studies, and summarized them as follows:

- The Federal Highway Administration study of 2001 (FHWA, 2001) "did not include clear conclusions on the effects of roadside advertisements on road safety" (p. 11).

- A study by Boersema et al. (1989) found that, at a railway station, "object recognition slowed as the number of advertisements increased" (p. 11).

- A study by Lee et al. (2003) concluded that roadside advertisements do not change driver behavior. "However, their conclusion is contradictory to the results, since there were differences between the results near the advertisements and the reference sites." In addition, "the test setup apparently was unsuitable and insensitive… and the analysis of eye movements compared average focusing of vision to the right, centre and left, which hardly indicates the effects of advertisements situated on different sides of the road" (p.11).

From their review of earlier work in this field the authors suggest research strategies that might be most successful in the future. They believe that accident studies, driver interviews and questionnaires are not sufficiently sensitive to measure the possible effects

of billboards on road safety. They also dismiss laboratory tests and simulator studies because they doubt that such studies will produce stronger evidence than those that have been previously undertaken. Another approach, involving experimental field research with test drivers is not recommended, in part because data collection is time-consuming and expensive. Instead, these authors believe that the most promising research methodology for studying the potential impact of roadside advertising on traffic safety is by measuring the behavior of normal traffic without interfering with the traffic in any way. (This is what we would call unobtrusive observation). They believe that the most difficult challenge will be to find appropriate measures of driver behavior.

The second phase of this project analyzed fatal accidents at intersections. We will address this only briefly. Apparently, the research team reviewed the reports of the "accident investigation committee" of fatal accidents that occurred in 2000 and 2001. (It is not known whether this committee reviewed only fatal accidents or whether the researchers chose to examine only that subset of the committee's work that reviewed only fatals). Of 405 fatal accidents identified by the committee and reviewed by this research team, six were identified in which it was concluded that advertisements were a partial cause. In those six accidents, there were nine fatalities and two injuries. In four of the six cases, it was found that the advertisement obstructed the visibility of traffic on the cross road; in one case it was concluded that an advertisement distracted the driver's attention away from the road; and in the final case it was found that both factors were present. We are unable to evaluate the efficacy of this part of the study, since we do not know how the studied accidents were selected, how the reviews were conducted, or how the conclusions were reached.

Smiley, Smahel, and Eizenman, 2004

This study was performed on downtown streets and an urban expressway in Toronto, Ontario, Canada. The researchers studied 16 drivers, all drawn from the age group (25-50 years) with the lowest accident rate. Eye movements were recorded as the participants approached and passed four sites with video advertising signs (three on local streets and one on the expressway) and, with the exception of the expressway location, the same sites in the opposite direction, where the video signs were not visible.

The authors found that 76% of all glances captured were made looking ahead at traffic, whereas drivers glanced at the video signs on 45% of the occasions when such signs were present. Glances at outdoor advertising signs, including the video signs, amounted to only 1.2% of total glances. The mean glance durations were generally between 1/5 and 3/5 seconds. The distributions of glances and glance durations were similar for the video sign and non-sign approaches. Approximately one-fourth of the glances at video signs were greater in duration than 0.75 seconds, a value which the authors consider to be of concern because this represents the minimum required perception-reaction time (PRT) to a slowing vehicle ahead. Although some glances at video signs were made with short headways to the vehicle ahead (one second or less), at large angles (up to 31°) off the line of sight, and for long durations (as long as 1.47 seconds) there was no evidence that these glances compromised the drivers' recognition of potential conflicts with pedestrians or

bicyclists, and no evidence that the glances at the video signs reduced the proportion of glances at traffic signs or signals.

The authors caution that only a small number of subjects participated in the study, that these subjects were drawn from the safest age range of drivers, and that the subjects knew they were being observed and their glances recorded. In addition, the four video signs differed from each other in characteristics such as size, height above grade, proximity to the road edge, sight and legibility distance, and the complexity (or clutter) of the visual environment in which they were located. Although the signs' sizes are not presented, the figures in the report suggest that the video signs were quite small in comparison to others that are in growing use. Finally, the authors refer to an earlier study that found that a video sign in the drivers' line of sight and visible for an extended period was "very distracting" (p.83). That study (Beijer, 2002) is discussed above.

Beijer, Smiley, & Eizenman, M., 2004

This study evaluated eye glances toward four different types of roadside advertising signs through the use of eye movement recordings as subjects drove along an urban expressway in Toronto, Ontario, Canada. The road was a six lane elevated expressway in downtown Toronto with a speed limit of 80 km/h and a prevailing traffic speed of 90-95 km/h. The study was conducted between 10 AM and 2 PM, when traffic flows were described as "medium to light." Drivers were exposed to 37 outdoor advertising signs, on both sides of the road. A total of 25 drivers participated, and ranged in age from 25-50 with a minimum of five years of driving experience. Subjects were classified as familiar or unfamiliar based on their prior frequency of using this route. Three dependent measures were analyzed based upon a review of the real-time videotapes of the drives with eye glance data superimposed – average glance duration, maximum glance duration, and number of glances. Each of these measures was calculated for each of the 37 signs.

Four types of signs were present among the 37 encountered. These included: fixed billboards (N=18); Video signs (N=5), Roller Bar signs (apparently similar to Tri-vision [N=2]), and Scrolling Text signs (apparently lamp matrix signs, some inset within larger fixed billboard faces and some independent [N=12]). From these descriptions, it seems that there were no LED-driven digital signs in this study, the type of sign increasingly common in the U.S., and of principal interest in the present report.

As an indication of just how important it is to take note of individual differences, the authors reported that one subject made a total of three glances for all 37 signs, and another made 87 such glances.

The active (all but billboard) signs consistently received longer glance durations and a greater than average percentage of total and long glances, whereas the billboard signs received fewer than average such glances. And, although there were no significant differences in either average glance duration or maximum glance duration for the different sign types, the billboards received significantly fewer glances than any of the

other three sign types. This suggests that drivers attended to the active signs longer, possibly in anticipation of the next message to be presented. With a fixed billboard, of course, the message will not change as a driver approaches it.

When only long-duration glances were considered (those longer than 0.75 second), the authors found that 22% of the total glances were in this category. Of these 194 cases, five (20%) lasted for longer than two seconds. The authors express concern that long glances can pose a serious hazard in close following situations. Since 22 of the 25 subjects made at least one long glance at an advertising sign, the authors conclude that "distraction ... was not just an isolated incidence."

The authors compared their findings to several past studies that found that distraction from advertising signs was no greater than other roadside distracters studied, and they conclude that these other studies did not consider active signs as a separate category. The authors suggest that their results demonstrate that active signs may result in greater distraction than past studies of the effects of commercial signing might indicate.

The number of glances per sign per subject showed the greatest sensitivity to sign characteristics. The three active sign types received significantly more glances per sign than did the fixed (billboard) signs. The authors attribute this finding to the knowledge that "human visual systems have evolved to be sensitive to movement in the periphery" (p.6). They postulate that another possible cause of this finding is that the fixed billboards, being an older and cheaper technology, may have been located in less prominent locations than the active signs. In their efforts to explain why roller bar signs captured so many glances when they are essentially fixed signs that are active only during the period of transition from one message to the next, the authors cite anecdotal data from individuals who "say they anticipate and watch for the change to a new message/advertisement" (p.7) on such signs.

The authors' analysis of the angle of glance data indicates that proximity to the central axis of a driver's vision, rather than actual distance from the driver's eye, was a major factor affecting the attention given to a sign.

From the photographs accompanying the published article, it appears as if the measurement of angular displacement from the driver's line of sight understates the true angle. Whereas one would expect zero degrees to be aligned straight ahead of the driver and within the vehicle's lane of travel, the viewing angle designated as zero degrees appears to actually shift out of the driver's lane to the side of the road. This would have the effect of understating the actual angular deviation from line of sight to a given sign.

The authors stated that the signs studied "were all of a similar size when viewed and measured in a video taken prior to the study." Figure 1, however, suggests that this was not the case. Further, some signs were considerably closer to the road edge than others, suggesting that perceived size also must have differed. To the extent that size of a sign (and the consequent size of the largest images or characters that may be displayed on it)

might relate to the number and duration of glances made to it, further explanation would be needed.

The authors did not identify or measure brightness, color, or contrast of the different signs, or indicate how the fidelity of the displayed images compared. While these characteristics might be considered more important at night or in inclement weather, and this study was conducted only during daylight hours, such sign characteristics nonetheless might have contributed to observed differences in glance response.

As discussed above, the authors found that longer glances were consistently made to the three types of "active" signs than to the fixed billboards. This suggests that the study participants were distracted by such signs for longer periods, possibly due to anticipation of the next message to be presented, a condition that does not exist with fixed billboards. The implication for digital signs is that the shorter the period of time for which a given message is presented, and thus the more likely it is that a given approaching driver will see one or more message changes, the more likely it is that a driver will glance at such a sign for a longer period in anticipation of the next message to be displayed. Further, digital billboards display some characteristics of both fixed, traditional billboards and the types of active signs examined here. For example, a digital billboard may display a fixed image to any particular approaching driver, but depending upon its message cycle time, a driver may see one or more different displays. In this way, it is not unlike the roller signs discussed in this study, and, depending upon the display duration and change interval, digital signs may attract the same kind of attention expressed by some of the respondents in this study. Finally, a digital billboard is likely to possess image brightness, color, contrast, and image fidelity far higher than that achieved by any of the four sign types examined by the authors in this study. While the implications of these technological advances suggest that digital billboards would be more effective at capturing attention, this remains an empirical question.

Smiley, A., Persaud, B., Bahar, G., Mollett, C., Lyon, C., Smahel, T., & Kelman, W.L., 2005

After a previous study raised concerns about the number and duration of glances made to video advertising signs along an expressway in Toronto, Ontario, Canada, the City government requested this follow-up study. It included five components:

1. Drivers' eye movements were recorded as they drove past video advertising signs at three downtown intersections and along an urban expressway. Several questions were addressed, including: Do drivers look at video advertising signs; if so how often and for how long? Do these glances come at the expense of glances at traffic related targets?

2. Traffic conflicts were analyzed at two of the intersections, comparing the approach where video signs were visible to the approach where they were not. The question addressed was: Is there an increase in conflicts (that might indicate a lower level of safety) on approaches where video signs were visible?

3. Traffic speeds and headways were measured on the urban expressway before and after the installation of the video sign and on a control section in which no video sign existed. This addressed the question of whether speed variance and short headways increased in the presence of the video sign.

4. Crash data were collected at the three intersections and one expressway location before and after the installation of the video sign to address the question of whether the presence of the video sign was correlated with changes in crash patterns.

5. The public was surveyed at the three downtown intersections to learn about public perception of video signs' effect on traffic safety.

Sixteen test subjects, aged 25-50 years, participated in Study 1. The study was conducted in the summer months, during dry, daytime conditions, between 1-4 PM. Data included recordings from 69 intersection approaches and 14 freeway approaches. The overall findings are as follows:

1. Eye Fixations. All of the video signs attracted attention; the probability of a driver's looking at such a sign upon approach to it was nearly 50%. (This compares to percentages of time looking at official traffic signs (76%), traffic signals and streets signs (7%), and pedestrians who did not threaten conflict (6%). The average glance duration was 0.5 second, similar to glance lengths for official traffic signs, although one-fifth of the video sign glances lasted longer than 0.75 second, and some lasted as long as 1.47 seconds. Since the generally recognized range of minimum perception-reacting time (PRT) of a driver to slowing traffic ahead is 0.75 to 1.5 seconds, glances of 0.75 seconds or longer were considered by the authors to be unsafe. About 38% of glances at the video billboards were made when headways were one second or less and 25% took place when the signs were more than 20° off the line-of-sight; these, too, were considered to be unsafe acts. The authors note, however, that glances at static billboards and bus shelter ads were made at even greater angles and shorter headways. No evidence was found that glances at the video signs reduced the proportion of glances at traffic control devices, although this data is not reported.

The authors discuss the one intersection video sign that was the most distracting as measured both by the percentage of subjects who looked at it and the total number of glances made to it. Surprisingly, this sign was visible for less time than the others studied, was smaller than the other intersection signs, was mounted lower (closer to the driver's line of sight), and was in a less cluttered environment, making it more conspicuous. It was also farther from the driver's line of sight than the other intersection signs. The authors describe it as having "less entertaining" content, although they do not discuss any of the characteristics of its imagery such as its brightness, resolution or contrast. One possible explanation for this seeming inconsistency can best be explained by a comparison of the distracting effects of in-vehicle devices (e.g. entertainment systems) to external-to-vehicle sources (such as the DBBs of interest in this paper). As discussed

elsewhere in the present report, one key difference between these two types of distracters is that, to a large extent, a driver may choose when to divert his attention from the roadside to engage with in-vehicle devices, but can attend to the external distracters only when these are visible to him. In other words, if the momentary task demands on a driver are high, that driver may postpone (or cease, if already begun) his interaction with the non-essential in-vehicle technology. But a billboard, electronic or not, is in a fixed position and, like a call to a driver's mobile phone, the distraction occurs independent of the momentary degree of demand on the driver as the sign is approached. If that billboard is highly attention getting or highly salient to a driver, that driver does not have the luxury of postponing his gaze at the sign; the window of opportunity to view the sign is, in essence, "now or never." And, as reported by Smiley and her colleagues (2004), some drivers will divert their attention from the road for long periods of time *despite* the task demands that they may be facing. Applying this analogy to the unexpected results found for this particular video sign, it is possible that drivers paid more attention to this sign precisely because it was visible to them for less time than the other video signs studied, and therefore provided approaching drivers with a shorter window of opportunity to attend to it once it had captured their attention.

2. Conflicts. The authors looked at the video approaches to two of the intersections to evaluate whether traffic conflicts increased. Conflicts may be seen as indicators of potential crashes, and are increasingly used by traffic safety researchers as surrogates for actual crashes. Conflicts typically examine the kinds of behaviors that are thought to contribute to crashes. In this study, the authors looked at: braking without cause, unwarranted lane deviations, and delayed start-up on green. For five of the six sets of observations (three types of conflicts x two different intersections), no significant differences were found between the video and non-video approaches. However, at one of the intersections, the authors reported a statistically significant increase of drivers who applied their brakes without cause on the video approach. Since the authors chose intersections that had comparable speeds, geometries, and pedestrian activity for the two approaches, they state: "the only reason that could be found for increased braking … was the presence of the video sign" (p. 108).

3. Headway and Speed. Headways and speeds were assessed for the single video sign located on the freeway. Data for these measures was captured from in-road traffic detectors in both northbound (sign visible) and southbound (sign not visible) directions. The results were inconsistent and inconclusive.

4. Crashes. For the three urban intersections, total crashes, injury crashes, and rear-end crashes were studied. Crashes were studied before and after the video signs were erected, and in both the sign visible and sign not visible directions. In the aggregate, there was a non-significant increase in injury crashes and rear-end crashes in the video approaches, as well as a negligible increase in total crashes. When the three intersections were evaluated individually, two demonstrated increases in both total and rear-end crashes; the third showed a non-significant decrease in such crashes. The authors state that the lack of statistical significance may be due to the small numbers of crashes identified. For the freeway environment, crash data on the video approach were compared to crash data for

three different non-video approaches, one of which was deemed the most comparable segment. On this comparison, the authors report a negligible increase in injury collision crash frequencies on the video approach.

5. Public surveys. A total of 152 persons were surveyed at the three studied intersections. 65% of the respondents felt that video advertising signs had a negative effect; 59% said that, as a driver, their attention is drawn to such signs, and 49% of those felt that such signs had a negative effect on traffic safety. The authors were surprised to learn that a large number (9 out of the 152 respondents) stated that they personally had experienced near-crashes, and two had experienced actual rear-end crashes that they associated with video advertising signs. 86% of the respondents suggested that restrictions should be placed on such signs; especially location restrictions (not on highways and not at intersections) and restrictions on brightness levels at night.

In discussing their results, the authors point to an earlier study (Beijer, 2002), discussed earlier in this section, that evaluated a video advertising sign along a different highway in Toronto, and produced dramatically different results. The earlier study found five times the number of glances per subject than did the present study, and three times the glance duration. The authors attribute these differences to the longer sight distance available for the sign previously studied, the uninterrupted view, and the location of this sign on a curve so that it appeared close to the center of an approaching driver's line of sight.

From the single figure included with the report, it appears that the video signs at the three urban intersections were rather small and inconspicuous (sign sizes and dimensional relationships to the roadway are not given). Even given the constraints of image reproduction in the published paper, the exemplar video sign shown was difficult to identify without a circle drawn around it by the authors. In fact, several much larger and more prominent advertising signs were visible in the photograph – signs that were not included in the study. It is not known whether the subject video sign shown in the photograph, and the complex urban environment in which it appears, was representative of all three intersections studied, but at this intersection, at least, it is possible that the presence of larger and more distracting signs might have competed with the studied video sign for an approaching driver's attention.

The single freeway sign studied is described as the only commercial sign visible to northbound traffic. It is further stated that the driver's view of this sign is intermittently obstructed by buildings and overpasses, and that the best visibility occurs during a 5-7 second period before the driver passes the sign. Although data is provided to indicate visibility and legibility distances to each sign, no indication or operational definition is provided as to how these distances were determined. (Given the continuously changing nature of images on a video display, legibility distance would likely vary with changes in the displayed font and letter sizes). In addition, the visibility and legibility distances for the freeway sign excluded times when the sign was obscured from view upon approach, thus suggesting that these distances were discontinuous. It is not known how this discontinuity might have impacted drivers' efforts to view and read the sign as they approached and passed it.

The authors selected their three urban intersections to be similar in speeds, pedestrian activities, and geometry for the video and non-video approach to each. However, this study was conducted in an urban area, and if Figure 1 is representative of the types of intersections studied, there were likely many more potential differences in the built environment that might have contributed to different driver behavior (at the detailed performance levels measured) independent of whether such drivers could or could not see video signs as they approached the studied intersections. This serves as an indication that caution is required when collecting performance data in the real world, because it is rarely possible to recognize, no less control, all possible variables that could have a meaningful effect on performance.

The choice of traffic conflict measures to study is always somewhat subjective. Of the three measures used by these authors, one might question whether other behaviors might have proven more sensitive, or whether the measures chosen might have been confounded by factors unrelated to the video signs under study but more related to characteristics of the urban environment.

Regarding crashes, although statistical significance was achieved in only one measure (rear-end crashes at two of the three intersections in the video approach), seven out of the nine measures taken demonstrated higher numbers of crashes for the video than for the non-video approaches. While these data may point to the contribution of such crashes by the presence of video signs (the lack of significance was attributed by the authors to small data sample sizes), they also point to the difficulty of using crash statistics to study causation. There are many reasons for this. For example, the authors provide no information about how the crash data were reported, obtained, or analyzed. They indicate that they reevaluated one of the intersections because they believed that, due to the placement of the video sign on this one approach, drivers might have seen it earlier than in other cases, and the authors felt that they needed to adjust the location at which they began to collect crash data. While this did not change the results, it suggests just how many subtle and non-controllable factors may influence crash data analysis. Similarly, for the freeway crash analysis, the authors found it difficult to identify comparable sections for the video and non-video approaches. Differences in roadway geometries, driver task demands, and other factors all contribute to the difficulty in interpretation of their findings.

Although the authors provide little information about the actual questions asked, the results of their public survey suggest that drivers and pedestrians are concerned about the safety impacts of video advertising signs, particularly at intersections and on highways, and about excessive brightness at night. Although such findings are clearly subjective, a more complete description of the questions and responses would have assisted the reader in gaining more insight into the respondents' opinions.

The authors, during a brief discussion of the results of an earlier study conducted with a different video sign on a different Toronto area highway, highlight the difficulties facing researchers' abilities to conduct definitive studies of this subject. They state: "Clearly,

some video signs are more distracting than others." While this would appear obvious, it carries with it the concern that there can be no "one size fits all" solution with regard to sign design or operation or with the regulation and control of such signs. It does remind us, however, that there are certain characteristics of sign design, operation, and placement that can be generally understood to contribute to greater distraction and inattention, and that sign operators as well as highway authorities should concentrate on these factors in their efforts to ensure the highest levels of traffic safety in the presence of roadside advertising signs.

It bears repeating that this study evaluated signs that display full-motion, real-time video, something that is prohibited on most billboards in the U.S. although, not, significantly, on on-premise signs. Whereas video advertising might be expected, *a priori*, to be more distracting than fixed message signs, the many variables involved in sign design, operation, and location, make this an empirical question.

The conduct of well controlled, objective studies in this field is notably difficult; it is nearly impossible to find any published study without methodological, analytical or statistical flaws, and devoid of the kinds of real-world variability that makes each sign location different, and contributes to the challenge of conducting definitive research. This study is notable because it includes several different research approaches, including: driver eye movements, traffic flow as measured by speed and headway data, conflicts and crashes, and public opinion. Nonetheless the authors identify several aspects of their study that, because of sample size limitations, roadway geometry incompatibilities, urban environment differences, and even sign size, placement and display properties, made comparisons difficult.

Even though non-video digital billboards were not studied or addressed, several of the findings suggest issues to consider when addressing the potential safety implications of such DBBs. Long sight distances, horizontal curves, and proximity to the road shoulder all suggest higher levels of concern for safety, as do signs at intersections and those that are bright at night. These findings are consistent with results obtained in studies dating back more than 50 years.

This study, as is true for most such investigations, took place during dry weather in daylight conditions, in which driving task demands are likely to be lower than might have been found in the same settings at night or in inclement weather. During daylight conditions, even the brightest signs do not "stand out" from their surroundings as the same signs might do at night and in poor visibility conditions. Since many of the complaints about digital billboards concern their night-time brightness levels (especially when compared to their surroundings), and since inclement weather adds to the driver's cognitive demands, it would be worthwhile to conduct research into the safety aspects of these signs under such "worst case' conditions, since that is what highway designers, traffic engineers, and human factors experts, must design for.

Klauer, Neale, Dingus, Ramsey, & Sudweeks, 2005

This paper, one of several to emerge from the large-scale project known as the "100-Car Naturalistic Driving Study," provides preliminary information about the role of driver inattention in crashes and near-crashes.

The authors discuss the generic limitations of most human factors and traffic safety research that rely upon epidemiological (crash) data or experimental approaches (e.g. simulation, instrumented vehicles); specifically that such studies cannot provide a direct linkage between the types and extent of distraction and a resultant crash or near-crash. Epidemiological studies are constrained by the limited extent and detail of information contained in post-hoc police accident reports which, in turn, are limited by the truthfulness or recall of an involved driver, and by constraints of police time, training, and departmental policies; whereas experimental studies are often limited by restricted sample sizes, an inability to control for extraneous variables, and a necessary reliance on surrogate measures of crash risk, such as speed and lane variation, hard braking, and steering reversals. The 100-Car Study, in contrast, equipped that number of vehicles with sophisticated and unobtrusive instrumentation packages, and placed them in the hands of volunteer drivers for months at a time. These drivers were to use the vehicles however, whenever, and wherever they wished, without constraints and without the presence of an investigator or observer in the vehicle at any time. Data captured by the vehicle's hidden instruments was uploaded periodically to remote computers when the vehicle was parked. With these controls in place, the 100-Car Study met the researchers' operational definition of naturalistic: "Unobtrusive observation. Observation of behavior taking place in its natural setting" (Klauer, et. al., 2006a, p.xv). Of course, this naturalistic method has disadvantages of its own; primary among them is the inability of the researcher to control potentially important variables that may influence the behavior of the participants. As one example, it is unlikely that all participants will pass the same billboard under similar road, traffic, and weather conditions, or that such drivers will be in a similar state of health or alertness at the time.

The results of this phase of the larger study showed that 78% of all crashes and 65% of all near crashes listed driver inattention/distraction as a contributing factor, a much larger contributor, by a factor of three, than previous research had suggested. (Crash database research, for example, suggests that distraction is a factor in approximately 26% of crashes). The authors conclude that the 100-Car Study provides the first *direct* link (i.e. without reliance on surrogate measures) between distraction/inattention and crash causation. Because of the enormous volume of data from the study, it will be left to future analysis to determine the types of inattention most highly associated with crash risk, as well as specific characteristics of inattention events such as long glance durations, following too closely, environmental factors, etc.

Klauer, S.G., Dingus, T.A., Neale, V.L., Sudweeks, J.D. & Ramsey, D.J., 2006a.

This is one report of several that have been presented and/or published from the "100 car naturalistic driving study." This seminal study, and the data that it has

generated, has become a landmark in the assessment of road safety and driver behavior, made possible by advanced, miniaturized data recording technologies that have only recently become widely available. (As this is written, preparation is underway for a greatly expanded follow-up study using this methodology). The authors describe a *naturalistic* study generally as one of unobtrusive observation of drivers in vehicles, in which their behavior is observed (by video cameras) and recorded (by multiple instruments) as they drive normally over an extended period of time. Although the cameras and recording devices were discretely mounted within each of the 100 vehicles driven, these studies are not completely "unobtrusive" in the classical definition of behavioral studies, because the volunteer drivers were aware of their existence. Nonetheless, the study participants used these vehicles daily for their normal routines, over a period of 18 months, and clearly paid little attention to the presence of the onboard recording equipment over time.

This particular project report focused exclusively on driver inattention and its contribution to incidents including crashes, near-crashes and conflicts. Data from crashes and near-crashes were grouped together because it was found that the "kinematic signatures" of each were similar, and using both served to increase the statistical power of the analysis. The data used for analysis was taken directly from the measurement of driver inattention in the five second period immediately prior to a crash or near-crash. For purposes of this study, the authors defined driver inattention as one of four different behaviors: (a) driver involvement in secondary tasks (i.e. tasks irrelevant to the primary driving task); (b) drowsiness; (c) driving-related inattention to the forward roadway; and (d) non-specific eye glance away from the forward roadway. We have some concerns with the authors' operational definition of inattention, for several reasons. First, their definition differs somewhat from definitions of inattention used in other studies. For example, there is no behavior identified here that might be considered "daydreaming" (difficult as that might be to identify), yet this activity is often considered to be a type of inattention. On the other hand, most definitions of *distraction* identify it as a type of inattention that is triggered by some specific event or activity – thus the involvement in secondary tasks, considered inattention here, might be considered distraction elsewhere. Finally, the behavior called "driving-related inattention to the forward roadway," is often considered to be a positive, or appropriate behavior, as discussed below. We also note that some of the same authors, in another report from the 100 car study, use the term distraction interchangeably with inattention (Klauer, et al, 2005).

Among the principal findings were that driving while drowsy increased a driver's near-crash/crash risk by four to six times over the baseline, and engaging in secondary tasks increased this risk by two times for "moderate" secondary tasks, and by three times for "complex" secondary tasks. These findings, of course, are not directly relevant to a study of distraction from roadside billboards, but are reported here because they are representative of behaviors often associated with driver distraction. The study further found that "driving-related inattention to the forward roadway" was *safer* than normal driving – but when this behavior is defined, this finding becomes more plausible. This behavior was characterized by the experimenters as including actions such as checking the rear-view mirror, side view mirrors, vehicle instruments, and other traffic through the

vehicle's side windows or the sides of the windshield. As the authors state: "drivers who are checking their rear-view mirrors are generally alert and engaging in environmental scanning behavior" (p.x). Thus, it is somewhat puzzling that the authors chose to include these behaviors together with other distracters.

Little discussion is provided for the category of most interest to the question of roadside billboards as sources of distraction. Indeed, in their comprehensive listing of all sources of distraction that were categorized in the study (all identified under "secondary tasks" in Appendix A), there are five behaviors identified under the heading of "external distraction." These include specific items (presumably easily identified from the video logs) such as looking at a previous crash or highway incident, looking at a pedestrian or animal outside the vehicle, or looking at a construction zone. There is only one, non-specific, behavior included in this category that might include roadside billboards. This is described as: "driver is looking out of the vehicle at an object of interest that may or may not pose a safety hazard. Objects may or may not be in the forward roadway" (p.134). No further description is provided for this fourth category of distracters.

The findings demonstrated that drowsy driving was a contributing factor in 22-24 percent of crashes and near-crashes during the study, and that secondary-task distraction contributed to more than 22 percent of all crashes and near-crashes. In total, the study found that inattention contributes to more than 45 percent of all crashes and near-crashes that occur in an urban environment. Specific findings for individual secondary task types identified the following categories as indicating a "higher individual near-crash/crash risk when a driver engages in these activities." These specific secondary task types were: "reaching for a moving object, looking at an external object (i.e., long glance), reading, applying makeup, dialing a hand-held device, and eating" (p.34).

This report, part of a much larger study, is comprehensive and data rich. It provides a breakthrough in research methodology that overcomes many of the limitations of previous research. It is, however, time consuming and expensive to conduct, necessarily limited in the number of subjects who can participate because of the costs and commitments involved, and it presents an enormous amount of data that can provide nuanced results but can be difficult and time consuming to reduce and evaluate.

With regard to the potential for distraction from DBBs, the authors report one finding of direct relevance. They state:

> The analysis of eyeglance behavior indicates that total eyes-off-road durations of greater than 2 seconds significantly increased individual near-crash/crash risk whereas eyeglance durations less than 2 seconds did not significantly increase risk relative to normal, baseline driving. The purpose behind an eyeglance away from the roadway is important to consider. An eyeglance directed at a rear-view mirror is a safety-enhancing activity in the larger context of driving while eyeglances at objects inside the vehicle are not safety-enhancing. It is important to remember that scanning the driving environment is an activity that enhances safety as long

> as it is systematic and the drivers' eyes return to the forward view in under 2 seconds (p. xi).

If we substitute the term *digital billboards* for the term *objects inside the vehicle* in the quote immediately above, we can readily see the concern about the potential attention getting properties of DBBs. In addition, if we bring to bear Wierwille's empirically derived limit of 1.6 seconds eyes-off-road time (Wierwille, 1993), reported in Horrey and Wickens (2007), we begin to identify the upper limit of a tolerable level of distraction when looking at DBBs. Adding in the eyes-off-road value of 0.75 second proposed by Smiley and her colleagues (Smiley, Smahel, & Eizenman, 2004; Beijer, Smiley, & Eizenman, 2004) we have perhaps identified the lower and upper bounds of *acceptable* limits of driver distraction from their principal task. When we couple this range of values with a statistical approach that looks at the tails of the distribution instead of, or in addition to, the means, as suggested by Horrey and Wickens (2007), and discussed below, we may now have, subject to validation, both a criterion measure of driver distraction to DBBs and an approach to analyzing empirical data against this criterion.

SWOV Institute for Road Safety Research, 2006

The impetus for this study was a controversy in the Dutch town of Ede. In 2002, seven "life-size" advertising billboards were attached to the façade of a cinema building adjacent to a motorway in this town. The Directorate General for Public Works and Water Management determined that these billboards distracted passing drivers and thus could have an adverse effect on road safety. Thus, the agency asked the town to prohibit them. At the request of both the town and the agency, the research organization TNO investigated the distraction. Four experts concluded that seven billboards were too many, and that drivers had to look away from the road to observe them. They also opined that drivers could choose to ignore the billboards. TNO advised the town to allow a maximum of two billboards, each containing limited information. However, the town granted a permit for all seven. Because this was not an isolated example of questions posed to SWOV about the distracting effect of billboards, the organization undertook this effort to examine the issues and report the results.

The authors begin by stating that the answer to the distraction question is not straightforward, and that it is made more complex because even official roadway information signs can distract motorists from their driving task and thus negatively influence road safety – even though such signs exist to give drivers information intended to improve road safety. The authors write that both advertising and information along the road are intended to draw the attention of passing drivers, thus leading them to shift their attention away from the road and traffic. The difference between these two types of distracters, however, is that roadside information (official traffic signs and signals) "guides the drivers' attention to traffic relevant matters" whereas advertising does not. Therefore, they conclude, it is logical to expect advertising billboards to increase the crash rate.

The report reviews the work of several recent authors, including Wallace (2003), Smiley and her colleagues (2005), and Tantala & Tantala (2005). They summarize these studies by saying that the first two studies found a negative effect of advertising signs at busy intersections and at places where advertising signs might have a similar design or color to traffic control devices; the latter two studies found no *causal* relationship between the signs studied and crashes. Their review of a study by Crundall, et al. (2006) indicated that billboards at eye level captured the attention of drivers both longer and more frequently than billboards elevated three meters above the road surface, particularly for drivers who were given the task of identifying dangerous situations. The SWOV conclusion was: "Precisely in a dangerous situation it is important for the driver to have his attention on the road; an advertising billboard can slow the driver's reaction time, which increases the chance of a crash" (p.2).

They further cite work in Dutch by Wildervanck (1989) who looked at the alerting effect of billboards when placed along a straight and deserted motorway in a monotonous environment, where the driving task is boring and understimulating. Here, according to Wildervanck, the distraction caused by a billboard may have the effect of increasing arousal.

The authors summarize the Dutch regulations on outdoor advertising control. In essence, the Ministry of Transport has authority to regulate billboards only within the national road network. In other cases, complete authority rests with the cognizant province or municipality. After providing examples of the codes and regulations in representative areas of the country, the report suggests future research that may be undertaken.

If crash studies are performed, they should be of large-scale and long duration since such studies are very complicated methodologically. They suggest several possible ways to carry out observational and behavioral research: One is to present two groups of subjects with photographs of the roadside, some with, and some without, billboards. These subjects would be tasked with finding something relevant to traffic. Measurements of reaction time would give an indication of the degree of distraction. A second type of study would show moving images in a driving simulator; the benefit here, the authors report, is that actual changes in driving behavior could be measured. Finally, field experiments could be conducted using instrumented vehicles.

In conclusion, the authors restate that both advertising and information billboards along the road are intended to draw the driver's attention, and this could cause diminished attention to the driving task. This diminished attention could result in more crashes near such billboards. The difference between these two types of billboards is that advertising is irrelevant to the driving task whereas information signs are not. Previous studies have suffered from methodological problems, thus preventing them from reaching reliable (valid) conclusions. It is therefore advisable to do additional research.

They suggest, based upon the strongest findings from past research, that it is better not to place billboards at busy traffic spots, and that billboards should not resemble traffic signs or other traffic indicators. Further, blinking and moving objects have proven to be

difficult to ignore, and thus dynamic billboards are ill-advised. In the past, different levels of government have employed their own guidelines for the placement of billboards along the roadside; unambiguous guidelines are advisable.

This report summarizes and extrapolates from prior research, most of which has been discussed in greater detail elsewhere. As might be expected from such a summary, the report reinforces some of the stronger, more consistent points made in several studies – billboards should not be placed near challenging road settings, especially at or near intersections, and should not resemble official traffic signs in pattern or color. Further, dynamic signs which display motion or include moving parts should not be permitted.

However, while it acknowledges the weaknesses of past accident studies and recognizes the difficulties of conducting such studies in the future, the report makes some questionable suggestions about methods for performing future research. The three types of studies suggested have all been attempted in the past, some with greater success than others, but all suffering from some degree of methodological weakness that causes concern about the validity of their findings. By following the suggestions for future research contained in this report, it is possible that some of these past weaknesses will be repeated.

Because this was primarily a report to summarize and interpret the results of other research and to apply it to the Dutch experience the relevance of this study to our concern about DBBs in the United States is somewhat low. For example, there is no discussion of brightness, display technologies, or message change intervals, and so it offers little applicability to issues related to digital billboards. Nonetheless, this report reaches similar conclusions to other studies in its recommendations to avoid placing billboards near intersections or what the authors call "busy traffic spots," to avoid dynamic or moving billboards, and to prohibit billboards that may be confused with official traffic signs or signals. One principal contribution of this report is its discussion of the billboard regulatory policies in The Netherlands, which may be useful for comparison with policies in other countries and their local jurisdictions.

Road Safety Committee, 2006

In 2005, the Road Safety Committee of the Parliament of Victoria, Australia was tasked with investigating all aspects of driver distraction and producing a series of recommendations to the Parliament for dealing with this growing concern. Their comprehensive report was published in 2006. The report addressed: methods to define and measure distraction, sources of distraction, laws and enforcement issues, vehicles of the future, and long range approaches to address the problem. One chapter addressed "road signs and advertising," and that is the focus of this review. It should be noted that this was not a research project, but rather a compilation of knowledge obtained from numerous sources (research, Government reports, focus groups, specific submissions to the committee's inquiries, etc.) world-wide. The reporting of these reviewed sources was not critical or comprehensive, but was well focused on the specific topics of concern.

The report made mention of outdoor advertising in many forms – including signs on moving vehicles such as those "whose sole purpose is to carry a mobile sign or billboard" (p. 108). In their summary reviews of several studies, and from correspondence with a number of individuals, the Committee concluded:

> The above evidence illustrates a lack of clear and consistent scientifically-based conclusions with respect to the effect of billboards on driver performance. This may be due to methodological deficiencies, lack of sufficiently large or adequately recorded crash circumstances, or unsuitable experimental environments (p. 109).

In a separate subsection, the Committee addressed "video signs/electronic billboards." Although in the U.S. we have traditionally distinguished between electronic billboards (which we may refer to as CEVMS, DBBs or EBBs) and video signs, the Committee considered video signs and electronic billboards together. During its inquiry, the Committee received a presentation from ITS Australia about one particular such sign, and noted that the Committee itself was aware of at least two other large video-style screens. Their conclusion was that "these screens (are at) the high end of potential visual distraction and accordingly, present a risk to drivers" (p. 110).

The committee received a presentation from the Manager of Road User Behavior of VicRoads, who stated, in part:

> What we do know is when there is movement involved, such as flicker or movement in the visual periphery, that this is more likely to capture a driver's attention. We actually are hard-wired as human beings to movement, so particularly moving screens and information that scrolls at intersections and in highly complex driving situations – these are risky, and in particular researchers have been most concerned about those sorts of advertising materials (p. 110).

The report provided an extensive summary of two Canadian studies (Beijer, et al., 2004; Smiley, et al., 2004), and reported that, as a result of the findings of these studies, the Toronto City Council Works Committee introduced interim guidelines for commercial advertising next to expressways and placed a moratorium on new video installations. These two studies are reviewed elsewhere in the present document.

At the conclusion of this section of the report, the authors note that the use of eye-glance technology is enabling new research on the possible distracting effect of road signs and advertising devices, and suggests that "further conclusive studies should be carried out to develop definitive scientific conclusions" (p. 111). They note, however, that some policy implications are already evident, including: (a) the need for separate assessment of sign installations depending on location, (b) that VicRoads and other governmental agencies at the municipal level (should) "develop a more consistent and stringent approach to the installation, use and content of scrolling, moving and video-style advertising within and adjacent to road reserves," and (c) that any such advertising sign installations should be monitored for their effect on safety.

Finally, the report includes an extensive discussion about guidelines and practices for advertising signs. This will be discussed in our separate review of guidelines in Section 5 of this report.

Klauer, Sudweeks, Hickman, & Neale, 2006b

This variant of the 100-Car Study concentrated on specific unsafe driving behaviors. The authors provide a succinct and highly readable overview of the assumptions, equipment, methods and measures of the 100-Car Study, and then report, in detail, about the four specific unsafe behaviors that were found to contribute to crashes and near-crashes. These behaviors were: driving at inappropriate speeds, driving while drowsy, driving aggressively, and, the factor of greatest interest to the current study, inattention/distraction, as measured by the driver's eyes off the roadway for greater than two seconds. Under these conditions, the odds of a crash or near-crash were nearly twice those when the driver attended to the forward roadway.

Highlighting some of the limitations of previous research approaches (particularly post-hoc, epidemiological crash studies and in-vehicle human factors studies) the authors presented several interesting findings. For example, whereas previous studies tended to show that distraction/inattention was a factor in approximately 20% (Treat, et. al., [1979]) to 23% (Hendricks, et. al., [1999]) of crashes, the 100-Car study (Klauer, et al, [2006a]) found that inattention and secondary task engagement (grouped together for analysis) contributed to nearly 60% of crashes. There are two interrelated reasons why these differences were found. First, the 100-Car Study demonstrated that the "kinematics" of crashes and near-crashes were similar; i.e. they involved comparable levels of driver emergency actions such as swerving and hard braking. And second, of the 69 crashes recorded in the 100-Car Study, 57, or 83%, were not reported to the police. Thus, research studies that analyze crash data are likely to substantially underreport the percentage of crashes attributed to inattention/distraction, both because they are unable to obtain data on near-crashes (sometimes called near misses or traffic conflicts), and because those crashes that do occur are reported to police less than 20% of the time. This characteristic also suggests that studies that examine near-crashes as surrogates for actual crashes can be useful in studies of distraction and inattention. As the authors explain: "The primary difference between a crash and a near-crash is a successful evasive maneuver. Thus, crashes lead to property damage, injury, and possibly death, but near-crashes do not, even though they have similar properties. Including both … greatly improves the statistical precision of the estimates, and appears to be a promising technique for use in future research" (p.11).

Interestingly, despite demonstrating a level of contribution to crashes from distraction at rates only about one-third as high as the 100-Car Study, both Treat and Hendricks and their respective colleagues found that driver distraction/inattention was the most-frequently cited contributing factor to such crashes.

Restating one of the key findings of this study, (and the one most relevant to the present project), the authors explained that looking away from the forward roadway for greater than two seconds was associated with a near doubling of the odds of being in a crash or near-crash, and Klauer, et. al. [2006a]) concluded that there is increasing evidence that "tasks requiring longer and more frequent glances are detrimental to safe driving" (p.72). Citing Stutts, et al. (2003), the authors state: "Driving a vehicle is a psychomotor task, and continually monitoring the roadway and anticipating the actions of other drivers are critical for operating a motor vehicle safely. A distracted or inattentive driver is likely to have delayed recognition or no recognition of information necessary for safe driving" (pp16-17).

Crundall, Van Loon, and Underwood, 2006

This English laboratory study addressed a type of outdoor advertising that is not directly related to the DBBs that are the subject of the present study. Specifically, Crundall and his colleagues looked at fixed posters mounted either at street level ("street-level advertisements," or SLAs) such as those on bus shelters, newsstands, or telephone kiosks, and posters located above ground on poles or streetlights ("raised level advertisements," or RLAs). The size of the advertising posters studied was 1.8m x 1.2m (approximately 6ft. x 4 ft.) in a vertical format. As such, these advertising signs were more representative of signs that might be seen in urban environments in the U.S., rather than the typical 14ft. x 48ft. size digital billboards that are the subject of the present study. Nonetheless, the hypotheses made by these authors offer a different perspective than those that have generally been adopted by researchers in this field, and their conclusions shed new light on the issue of roadside advertising and driver distraction.

The authors discuss the potentially detrimental effects of roadside advertising in a manner similar to other researchers. As they describe it, in undemanding situations drivers have "spare attentional capacity" that they can use to permit their eyes to wander to objects in the visual field, including those, such as advertisements, that are irrelevant to their driving task; however when the cognitive demands imposed on the driver (such as from traffic, weather, roadway geometry, vehicle performance or personal factors such as fatigue) become greater, this spare capacity diminishes, and eye movements must focus on the task at hand. If an advertisement within the driver's visual field attracts visual fixations under these conditions, sufficient spare capacity may not be available to attend to it, and thus the advertisement draws from the limited attentional capacity that is needed to safely perform the task. Thus, although the authors initially suggest that roadside advertisements are intended to attract a driver's spare capacity, they go on to describe the interest that advertisers have in placing their signs in locations where the driving task demands may be high. They cite (as have others) the 1967 before-and-after study by Ady, who found that an "eye-catching" billboard at the apex of a curve led to more accidents than similar signs in control locations.

The authors suggest that, because it is possible to identify fixed roadside "hazards" (such as dangerous curves, complex interchanges, etc.), it is therefore possible to ensure that roadside advertisements are not located in such areas. Their greater concern, however, is

with what they call transient hazards, such as changes in traffic density, path intrusion from another vehicle, or a pedestrian crossing the driver's path from between parked cars. Transient hazards cannot be predicted in time or location. Because such unforeseen events can directly influence a driver's probability of an accident, "if attention is distracted by an advertisement during the onset of a sudden (transient) hazard, the chance of an accident occurring will increase" (p.672). Knowing that roadside advertisements do attract driver's attention (as per Hughes and Cole, 1986, and others) and that drivers' glances at such advertisements may be made under unsafe conditions such as short headways (as per Smiley at al., 2004), the authors set out to determine whether SLAs or RLAs tend to attract more attention when drivers are looking for hazards.

The most relevant environmental (including traffic and roadway) information important to hazard detection is distributed primarily along a horizontal plane, with the straight-ahead view (the focus of expansion) at the center of this distribution. As a result, as the authors have demonstrated in prior research (Chapman and Underwood, 1998), the majority of visual fixations will fall within a horizontal window when the driver is looking for driving-relevant information, including potential hazards.

These earlier findings lead to their belief that, if an advertisement is located within this "horizontal window of inspection" it will receive more fixations than will other advertisements. Although such fixations on the advertisement may be immaterial to safety when the driver has spare attentional capacity, those fixations that occur during a visual search for hazards and other driving-relevant information are likely to be unintentional and may distract the driver and serve to interrupt this critical visual search activity.

The principal research hypotheses tested, therefore, were that, during high demand conditions, when drivers were primed to look for hazards, SLAs would receive the most attention, whereas during periods of reduced demands, when spare capacity was greater, the attention given to RLAs would increase.

The study was conducted in a laboratory, where participants viewed video clips that had been previously recorded from the dashboard of a moving car. Of 34 clips created, half included SLAs and half depicted RLAs. All were essentially equal in size (1.8m x 1.2m), and all were filmed during daylight. The clips ranged from 42 to 61 seconds in duration, and the time when an advertisement first appeared within each clip was randomized. The clips were projected onto a screen 2m in front of the participant and subtended a visual angle of 33° x 27° horizontal. Participants' eye movements were recorded and superimposed on the video for analysis. Two different test conditions were established via the instructions given to the participants. In the "hazard group" the participants were instructed to concentrate on the hazardous nature of each video clip. In the "advertisement group" participants had less emphasis placed on the hazard perception task and, in addition, were told to watch out for advertisements that they might pass. The intent of the instructional set was to create differences in the task demands during visual search – high demand when scanning for hazards; lower demand when still looking for hazards but also attending to irrelevant stimuli.

Results showed significant differences between the two groups in several areas. SLAs were fixated earlier, received more fixations, and received a greater total gaze duration compared to RLAs. In addition, the mean length of advertisement fixations was greater than the mean length of fixations for the entire clip, with one exception. Fixations on the RLAs were lower than the clip averages for the hazard group, suggesting that, as had been found previously, the scanning for hazards takes place essentially within the horizontal plane in front of the driver. A post-drive hazard rating showed that clips with SLAs were judged more hazardous than clips with RLAs.

Our review raised a number of questions about the methods and protocols used in this study, and about their possible effects on the findings. For example, the authors do not provide the text of the actual instructions given to the participants; as a result it is unclear just what the task was for those in the "advertisement" group. There is no description of any of the visual information (except the advertisements) within any of the clips shown, and thus one does not know the implications of the finding that the SLAs were fixated to a greater degree than the clip average, a potentially important observation. Further, with clip durations of one minute or less, the presence of advertisements within the scene may have become expected during the course of the trials, despite their randomized placement within each clip. Finally, as discussed elsewhere in the present report, it might have been useful to have comparisons between values in the tails of the distribution (e.g. the longest glances) in addition to the means.

Despite our uncertainty about some of the details of this study, one relevant finding in particular is a cause for concern regarding the potential effect of roadside advertising on traffic safety. The authors describe, based on their prior research (Chapman and Underwood, 1998, Crundall et al, 1999) hazard perception searches in visually cluttered environments as displaying higher sampling rates and shorter fixation durations than in less complex environments, until a hazard is detected, at which point the fixation durations of the hazard itself increase. The findings of this study suggest that the SLAs showed "similar effects on fixation durations as an actual hazard, stopping search for other hazards, and potentially reducing peripheral attention, as increased resources are devoted to the fixated stimulus" (p.675). In other words, when scanning the environment for hazards, drivers in this study unintentionally attended to a roadside advertisement that was within their scanning window, and then increased the duration of their glances at the advertisement to the same extent that they would have done to an actual hazard, and at the expense of their continued scanning for hazards, even when they were instructed to search for the hazards. This finding is quite similar to that expressed by Beijer (2002), who reported that, although higher levels of task demand were associated with a reduction in the *number* of glances made to the signs, the average and maximum *duration* of these glances was not reduced as task demands increased. As Beijer states: "This would seem to indicate that drivers are comfortable turning their attention away from the road for a set period of time, regardless of the demands of the driving task" (p. 76).

Another finding from Crundall, et al. also raises concern. The authors cite a study by Boersma (1989) that suggests that visual clutter in the observed environment tends to

increase the visual search time for a target of interest, and studies by Eriksen and Eriksen (1974) and Logan (1996) that demonstrated that the proximity of distracters to a target increases the amount of time required to respond to the target. Crundall, et al. conclude that the embedded nature of SLAs within a complex scene may produce the same result, i.e. increasing the time required for a driver engaged in proper scanning behavior to locate and respond to a real hazard that may be present.

If the two findings of this study can be replicated in other research more germane to the U.S. roadway network and to the type, size, and location of typical DBBs, then the implication is that such signs can attract and hold drivers' attention, even unintentionally, at the expense of their need to scan the environment for immediately relevant hazards, and that the mere presence of a DBB in the visual environment can increase the time required to identify and respond to a present hazard.

Horrey and Wickens, 2007

This paper does not address billboards of any kind; rather it discusses the duration of glances to irrelevant stimuli inside the vehicle. It is reported here because it proposes a novel statistical methodology that is highly relevant to future studies of the potential impact of roadside DBBs. In fact, two of the relevant studies discussed in the present report make use of this analysis technique (Lee, et al., 2007, Chan, et al., 2008).

The assumption underlying the authors' approach is simple and logical. Motor vehicle crashes are rare events, in part because the unsafe circumstances or conditions that lead to a crash do not usually lie at the mean (or center) of a given statistical distribution; rather at the extremes, or tails. In other words, many crashes are a result of unusual or unexpected conditions, not conditions that we would think of as normative. The authors cite, as one example, that it may be the unusually slow response time to a traffic obstacle, not the average response, which results in a crash. And they discuss a recommendation from a consortium of automobile manufacturers that in-vehicle "infotainment" systems not require a driver's glance duration that exceeds two seconds. In short, our concerns in road safety are typically with "upper limits" of the metrics used to describe behaviors – we are generally not interested in mean following distances, or mean reaction time to hazards, or mean BAC levels of drivers. In all these cases, and many others, we are interested in cut points that enable us to distinguish the safe from the unsafe – and these are typically found in the upper limits of a distribution. The authors find it puzzling, therefore, that many research studies continue to report on the average response, rather than the extreme. In short, it is often the slowest response, or the longest glance, that enables us to reach meaningful conclusions about safety related concerns.

In this study, the authors collected data in a driving simulator to study glance durations to an in-vehicle display. They then set out to show how an analysis of the average or mean glance duration could produce results, and therefore lead to conclusions and recommendations, that were quite different than using the same experimental data but analyzing the tails or extremes of the data. Their results showed that analysis of the mean glance duration did not clearly distinguish between tasks of varying difficulty. When

analyzing the tails of the distribution for the same experimental data, however, the authors found very large differences, and these differences had implications for hazard response time and, therefore, crash potential. As a result of their findings, the authors revised a crash risk model that they had previously proposed. The revised model has not yet been validated due to a lack of data, but the results from this study demonstrate its viability.

With regard to our interest in the potentially distracting effects of DBBs, this revised model bears direct relevance. Based on the findings of recent studies (Smiley, et al., 2004; Wierwille, 1993; Klauer, et al., 2006a) we have reason to believe that when a driver takes his eyes off the road for a certain extended period (0.75 second, 1.6 seconds, or 2.0 seconds, respectively), he has a much higher crash likelihood than would be expected from distractions of shorter duration. Thus, in future studies of driver response to DBBs, we should be looking, not only for mean values of the number and duration of glances at such signs, but at the greatest number and longest duration glances, values which are found at the tails of the data distributions. As stated above, the recent study by Chan and her colleagues (2008), discussed below, has made use of this methodology. And the industry-sponsored study by Lee et al. (2007), discussed in Section 3 of the present report, recommended this approach to data analysis, and collected data that supported such an analysis, but did not actually perform this tails analysis on maximum glance duration, a key measure in the understanding of distraction from DBBs..

Clark and Davies, 2007

The purpose of this study was to investigate how a driver's reaction time to driving relevant information was affected by different levels of out-of-vehicle distraction, and whether these impacts were related to a driver's level of expertise.

The study was a laboratory simulation in which participants (54 college students, half male and half female, with three different levels of driving experience) responded to official road signs in the presence and absence of distracter signs. There were four types of each sign. The principal driving task was to use the simulator's steering wheel to keep a crosshair in the center of a target that followed the road curvature. The response task was to tap the brake pedal as quickly as possible in response to the appearance of one of the official road signs, which were selected from the UK Highway Code website (http://www.highwaycode.gov.uk).

We had a number of concerns with the design and execution of this study, most of which are acknowledged by the authors. One concern that was not addressed is that the road sign stimuli could appear in any one of 10 different positions on the display screen, a far different case than exists in the real world. A second concern is that each stimulus (both road sign and distracter) appeared suddenly on the screen and remained visible for exactly two seconds. In the real world, signs appear in the distance, often before they can be read, and become clearer and larger as they are approached. In this study, the sudden "on" and "off" appearance of signs of interest might well have influenced participant behavior in ways that would not occur on the road. Further, in the four "load" conditions

(no load featuring no distracters, low load with three, high load with six, and "overload" with ten), all of the distracter signs, as well as the target official sign, were presented at the same time, around the perimeter of the display. Responses to this rather unrealistic display might not translate very well to the real world in which signs appear in fairly limited and well defined locations, and in which they appear at different times and for different intervals. Nonetheless, the study produced some interesting findings; findings which are quite consistent with the results of other studies employing very different methodological approaches, and discussed elsewhere in the present report. Whereas driving expertise had no influence on response (reaction time to the simulated road stimuli), the number of distracters did. Specifically, a significant increase in reaction time was found between the no distracter condition and the two highest distracter conditions, although there was no significant difference between the no-load and low-load conditions. There was, however, a consistent increase in reaction time to the road signs as load from distracting stimuli increased, suggesting that the higher loading driving tasks (as represented by the number of advertisements visible) were "detrimental to road safety." The implications of this study are that advertisements should be kept to a minimum at busy junctions and areas where drivers need to concentrate" (unpaginated).

Lee, McElheny, & Gibbons (2007).

This paper is discussed in Section 3, "Industry sponsored research."

Perception Research Services (2007)

This paper is discussed in Section 3, "Industry sponsored research."

Shinar, 2007

In his recently published, comprehensive book on the human factors of traffic safety, Shinar devotes a chapter to distraction, its definitions, causes, and effects, and a section within this chapter on distraction from road signs and billboards.

The author poses a paradox that has confronted researchers in this field for many years. Because roadside commercial billboards, particularly the latest digital billboards, are specifically designed to attract a driver's attention (and billboard owners and operators tout their success at doing so in their promotions to potential customers), we would expect them to be a significant source of distraction. Indeed, as discussed elsewhere in the present report, numerous studies have shown that drivers do direct their gaze to billboards as they drive. Yet several studies have demonstrated that despite drivers' glances toward billboards, there has been little observed adverse impact on driving performance. In an effort to better understand this paradox, Shinar and his colleagues conducted an on-road study using 16 experienced drivers and an instrumented vehicle. The route took the participants past a large, attention-getting billboard in one direction and then followed the same roads in the opposite direction from which the billboard was not visible. A camera hidden below the vehicle's rear-view mirror recorded the participants' direction of gaze. Results showed that drivers looked to the right (in the general direction of the billboard) 23% of the time when the billboard could be seen, but

only 10% of the time when the billboard was not visible to them. Drivers' time spent looking forward at the road and traffic was effectively the same regardless of whether or not the billboard was visible. Shinar believes that the billboard attracted the drivers' spare attentional capacity that might otherwise have been spent looking at other objects equally irrelevant to the driving task. He concludes: "Thus, drivers were able to allocate a significant amount of their attention to the sign but they did not do that at the expense of the attention that they allocated to monitoring the road and traffic" (p. 528).

Shinar's discussion suggests that drivers are willing and able to devote their attention to billboards when their task demands are low, and when the billboard provides greater interest than other roadside objects, but that, as their cognitive demands increase, drivers will devote less attention to these roadside distracters. Other studies, and the billboard industry, have suggested the same thing. And this may well be the case for some drivers, some of the time. But this begs the real question. Because of the considerable expense of new, digital billboards, they tend to be placed only in areas with high traffic volumes. In addition, because advertising space (and, with digital billboards, time) is sold to advertisers based on the number of eyes that will pass the billboard each hour or each day, such billboards tend to be located where they can be seen by the greatest possible number of drivers. This explains why billboards are often placed near highway interchanges and along horizontal curves where they can appear directly within the cone of vision of approaching drivers for extended distances. Thus, DBBs tend to be located in areas where task demands are likely to be high, and, billboard owners claim, (and present data to show), they attract the gaze of large numbers of drivers.

Conducting the kind of research that would be necessary to prove that drivers attend to billboards when they have spare capacity, and concentrate on the road when they do not, is a challenge that, to our knowledge, has not yet been undertaken. We do know, however, that several recent studies (e.g. Smiley, et al. 2005; Lee, et al. 2007; and Chan, et al., 2008) have produced data showing that some drivers attend to billboards for extended glance durations that have been shown, in other studies (e.g. Klauer, et al., 2006a) to be unsafe. To date, however, only the Chan, et al., study controlled for and reported on the task demands that their participants faced while engaging in these glances toward external distracters. Further, we know of only one study (Lee, et al., 2007) that collected data on drivers passing DBBs at night, when such signs can be most conspicuous (because of their location, size, and brightness), and may be most likely to cause high levels of distraction. Although their data was preliminary and based on only a few participants, Lee and her colleagues showed that DBBs, as might have been predicted, captured more and longer glances at night than other roadside distracters, and they have suggested that, had a full study (rather than the pilot study that they performed) been conducted, these differences might have reached statistical significance.

Also, we must recognize that not all drivers are willing or able to safely switch their attention from roadside distracters to the driving task itself when needed. In particular, younger drivers, not yet sufficiently skilled to understand risky situations, and older drivers who may be more easily distracted and who are typically poorer than their

younger cohort at quickly shifting attention, may be particularly at risk under such circumstances.

Finally, although accidents are (thankfully) rare events, they are, by definition, unexpected. As Shinar states: "One way to reduce the effort involved in driving, is to estimate the amount of attention that is required and then allocate to the driving a portion of our capacity that is somewhere between the minimum required and the maximum we have. … The problem we encounter in driving is our inability to anticipate many of the rapid changes in the amount required – as when a driver ahead of us suddenly and unexpectedly brakes" (p. 518). It is precisely this difficulty that leads traffic safety experts to be concerned about the compelling power to distract a driver when it is always possible that such distraction cannot be tolerated at the moment it occurs.

Tantala & Tantala (2007).

This paper is discussed in Section 3, "Industry sponsored research."

Young, M.S., & Mahfoud, J.M., 2007

This well controlled, well documented study includes excellent summary of the literature, and particularly the most recent literature. It employed a fixed-base, interactive driving simulator with a 60° forward field of view (FOV) horizontal, and a 40° FOV vertical. Forty-eight participants drove three simulated routes in either the presence or absence of four roadside billboards. The routes consisted of 3.0 miles of urban driving, 5.7 miles of motorway driving, and 2.8 miles of rural driving. All participants experienced all six conditions, the order of which was counterbalanced across participants. Participants were not told the purpose of the study, but were asked to drive as they normally would, and to maintain the posted speed as closely as possible. The typical run lasted between five and six minutes.

The independent variable was the presence or absence of billboards. Billboards were fixed (static) signs, three on the left side of the road and one on the right. The billboards were placed into the route at semi-random locations, ensuring that they were spaced apart at relatively equal distances, and that they did not cover, nor were covered by, other road signs. Since it appears as if all runs were conducted under simulated daylight conditions, lighting of the billboards was not considered.

Dependent variables included those to evaluate driver performance and attentional factors. Longitudinal control was assessed by time to contact (TTC). Lateral control was assessed by the number of lane excursions, and time out of lane; the metric used for this determination was not specified. Only left edge excursions were recorded and analyzed, since right lane excursions could have been indicative of intentional passing maneuvers. (The study was conducted in the UK, where vehicles drive on the left). Total crashes were also recorded.

Driver attention was assessed in several ways. Mental workload (MWL) was measured through the NASA-TLX scale, given to each participant at the end of each run. Participants were also asked to recall the last road sign that they passed, and, when present, the last billboard. Driver eye movements were also recorded, and provided data on number of glances and glance durations.

The study found that the presence of billboards adversely affected driving performance in terms of lateral control and crashes. Longitudinal control was not adversely affected. These findings would suggest an increase in side-swipe crashes vs. rear-end crashes, but no information is provided as to the types of crashes found. The presence of billboards also had an adverse impact on driver attention in terms of the number of glances made at billboards. This finding is consistent with earlier work by Wierwille who noted that drivers respond to the demands of in-car tasks by altering their attention such that they made more short glances. The presence of billboards was also associated with higher subjective mental workload. In addition, the recall of road signs was adversely affected by billboards on the motorway and rural routes. The authors interpreted this finding to mean that drivers were attending to billboards instead of relevant road signs under these conditions.

The authors conclude with a "persuasive overall conclusion that advertising has adverse effects on driving performance and driver attention" (p.18).

Because this was a simulator study, it represents the expected strengths (full control over independent variables, assurance that all participants experienced the same conditions, etc.) and weaknesses (artificiality of the visual environment, two-dimensional representation of three-dimensional space, etc.) of this technology. Simulator limitations may be of particular concern when studying DBBs because the signs being investigated require high visual fidelity of both the stimuli and the environment in which they are located. In addition, the simulator used in this study was limited to a 60° horizontal and a 40° vertical field of view. It is possible that a wider field of view would have yielded different results, in that the field of view might have better represented a driver's scanning behavior while driving.

Although the report depicted examples of the official signs and billboards used, it would have been helpful for the authors to have included a chart showing all signs that were used together with more details about their sizes and placements. As written, important issues such as sign and billboard size, distance from the road edge, and elevation, are unknown. Although the authors kept track of crashes that occurred (they did not perform any statistical analysis of crashes due to low absolute numbers [8]), they did not indicate whether or not the crash characteristics were consistent with driver distraction or inattention. Thus, it is not possible to know whether crash types were correlated with the findings of lateral and longitudinal control.

The study examined only traditional, fixed, billboards; electronic or digital billboards were not analyzed. Thus, the direct relevance of its findings to DBBs cannot be assessed. As suggested above, we believe that simulation may not be the ideal methodology to

study EBBs because it is difficult, if not impossible, to faithfully reproduce the visual characteristics of such signs (brightness, depth and fidelity of the graphic image) in the simulation environment due to limitations on the graphics processing capability of most simulation systems. Indeed, even in today's most sophisticated driving simulators, it is necessary to design signs that are oversized in order to realistically represent sight distances at which the messages on such signs can be read in the real world, and the complexity of the real world visual environments in which DBBs are most likely to be found remains a challenging task to recreate in simulation.

Chan, Pradhan, Knodler, Pollatsek and Fisher, 2008

In an important new study on this issue, Chan and her colleagues review the literature on driver distraction caused by both in-vehicle and external-to-the-vehicle events, and report that distraction has increasingly been shown to be a particular problem among young, novice drivers. They cite a recent Finnish study (Wikman, et al., 1998) which found that, although the *average* duration of distraction episodes did not differ between experienced and inexperienced drivers, the *distribution* of such glance behavior differed significantly between these groups. Only 13% of experienced drivers had distraction episodes of at least 2.5 seconds, vs. 46% of the inexperienced drivers. Similarly, none of the experienced drivers had distraction episodes of 3 seconds or longer, whereas 29% of the inexperienced drivers did (p. 8).

The purpose of their study was to compare the distribution of distraction episodes of newly licensed and experienced drivers specifically for distracters external to the vehicle. The authors were particularly concerned with the behavior of newly-licensed (16-17 year old) drivers because this cohort presents greatly elevated crash risk, and because extended episodes of distraction were thought likely to further degrade their demonstrated poor hazard anticipation skills. And, although there is considerable literature that addresses distraction of younger drivers from sources and activities inside the vehicle, there is no comparable literature for external to the vehicle distraction. The authors theorize that the data for external distraction may well be different from findings of internal distraction. They believe that this may occur, in part, because when drivers are looking within the vehicle, it should be obvious to them that they are not processing relevant roadway information; whereas, when a driver is looking at sources outside the vehicle, whether an advertising sign, a street sign, or some other scene or object, it is likely that the forward roadway is still somewhere within the driver's field of view, and thus it may not be obvious to him (particularly if inexperienced) that this important information is not being fully processed since it is peripheral, unattended, or both.

The authors review the extensive literature that demonstrates that objects that are not fixated or attended to receive little cognitive processing, and that reduced attention impairs the speed of identification of an object or even an event such as a change in brightness. They cite a study by Muttart, et al. (2007) that demonstrated that drivers are slow to respond to a car ahead of them that has stopped slowly when they are performing a simulated cell phone task, even when that task does not require any visual processing.

In the present study, a total of 24 participants, half male and half female, were divided into a younger, inexperienced group (newly licensed drivers or those with learner's permits) and an older, more experienced group (at least five years of driving experience). They drove a high-fidelity driving simulator along a five mile route that included both urban and rural sections. Five in-vehicle and 18 out-of-vehicle tasks were used as distracters. The latter consisted of a target search in which the participants had to search for and indicate the presence or absence of a target letter in a 5x5 letter grid that appeared on the side of the road. The grid simulated a sign 10 feet wide by 10 feet high, located eight feet from the left or right road edge. When driving at the posted speed limit, a participant would have been able to view the sign for 4.5 seconds.

Since the authors were primarily interested in the longest glances away from the forward roadway (since these have been implicated in prior studies [see, for example, Horrey and Wickens, 2007] as major contributors to crashes), they used as their dependent measure the maximum time that drivers spent continuously looking away from the forward roadway during a specific distraction task. They used the mean length of these maximum episodes to compare their experienced and inexperienced drivers on the in-vehicle and out of vehicle distraction tasks. The results were enlightening and somewhat surprising.

For the in-vehicle distracters they found, as they had anticipated, that there were significant differences between the experienced (1.63 seconds) and inexperienced (2.76 seconds) drivers. None of the experienced drivers had average distraction durations of more than 2.3 seconds, but eight of the inexperienced drivers did. They also looked for patterns in these distributions and found that the inexperienced drivers showed a consistent pattern of looking away from the roadway for longer periods of time than the experienced drivers. Finally, when looking at episodes of distraction lasting longer than two seconds (the threshold of concern in some prior studies), they found substantial differences. A highly significant difference of 20% of scenarios in which experienced drivers looked away from the roadway for more than 2 seconds vs. 57% of scenarios for inexperienced drivers added to the confirmation of their hypothesis.

For distraction external to the vehicle, the topic of most interest in the present report, the data was very different, and very informative. The two most important differences from the in-vehicle glance behavior were that: (a) there was very little difference in the duration of distraction episodes between the experienced (3.41 seconds) and inexperienced (3.67 seconds) drivers on the outside-the vehicle distraction tasks, and (b) the maximum episode distraction durations were significantly longer for the out-of-vehicle tasks (3.54 seconds) than for the in-vehicle tasks (2.19 seconds). The two experience cohorts also showed few differences in the percentage of distraction episodes longer than 2, 2.5, and 3 seconds, in all cases longer for the external than for the in-vehicle distracters. These findings, the authors conclude, demonstrate that "drivers are more willing to make extended glances external to the vehicle than internal to the vehicle" (p. 17).

In discussing their results, Chan and her colleagues compare their findings to those of Wikman et al. who performed their analysis on-road. The data from the two studies is in

strong agreement, and provides evidence to support the viability of using a driving simulator to study driver viewing behavior. In reviewing their data on external distraction and relating it to the earlier work of Klauer et al. (2006a), Muttart et al. (2007), and others, these authors express concern that "it is likely that our out-of-vehicle tasks (which not only engage attention but also draw the eyes and visual attention away from in front of the vehicle) would have quite significant detrimental effects on processing the roadway in front of the vehicle (p. 22)."

Lazarus, 2008

As a result of the erection of four DBBs on major arterial roadways in Salem, Oregon, one of which was visible to traffic on I-5, the Oregon Department of Transportation (ODOT) and the City of Salem undertook a literature review to better understand national perspectives on the issue and to assist local and State officials to determine future actions that they might take. This review (Lazarus, 2008) was issued in June, 2008. The concern that prompted the report is based on the premise that newer, larger DBBs are clearer from greater distances than older billboards, and that their intent, to relay advertising messages to the consumer, places them "in direct competition for the attention needed to operate a motor vehicle" (p. 2). Lazarus expresses concern that, in certain cases, DBBs installed in a city and intended for city arterials are also visible to drivers on other nearby highways. This raises questions of the applicability of billboard control laws governing different roads and operating under different jurisdictions. Because these signs are larger and brighter than previous advertising devices, questions are also raised about a driver's line of sight to the sign, and about the potential for distraction.

Lazarus briefly reviews some of the relevant research in areas of traffic safety and current regulations and guidance, He cites a web log which discusses some of the diverse billboard laws and guidelines, and points out the lack of uniformity in controls that exist from State to State (Webpavement WebBlog, 2005, cited in Lazarus, 2008).

Speirs, Winmill & Kazi, 2008

On behalf of the Highways Agency (HA) of the United Kingdom, WSP Development and Transportation prepared a report which addressed the relationship between billboards and driver distraction (Speirs, Winmill & Kazi, 2008). The report included a discussion of, but was not limited to, DBBs, and investigated the issue from multiple directions:

- A review of policies and guidelines on outdoor advertising in place at various local and national agencies
- A review of published research on driver distraction and roadside advertising, with a focus on work performed in the UK
- A review of decisions by the body (The Planning Inspectorate) that decides "to either grant or refute express consent to display roadside advertisements" (p. 24).

- An investigation of the relationship between outdoor advertising clusters and accidents at two specific locations
- Interviews with diverse stakeholders, and
- An exploration of public opinion through a series of three focus groups and an on-line survey.

Although much of the content of this study is outside the scope of interest for our report (e.g. considerable attention is paid to illegal roadside billboards painted on the side of trailers in farm fields), there are numerous insights gained, largely from focus groups and surveys, that add to our knowledge.

The report begins with a useful discussion of the concept of driver distraction, and an excerpt from a statement by the Royal Society for the Prevention of Accidents (RoSPA) that

> distracted drivers underestimate the effects that distraction has on them and do not perceive their reduced awareness or ability to spot hazards. Distracted drivers also have difficulty controlling their speed and their distance from the vehicle in front, and their lane position can vary drastically. … The more complex or involved a driver becomes with a distraction, the more detrimental the distraction is to his or her ability to make observations and control the vehicle safely (p. 5-6).

This language is not dissimilar to hypotheses described by Chan, et al (2008) in their recent simulator-based study. The discussion of distraction further references the work by Crundall, et al, 2006) who found that drivers become distracted because of their compulsion to stare at something due to the psychological difficulty in abandoning a task which has not been completed. (This is known as the Zeigarnik Effect, and is further discussed in Section 3 of this report. The authors also discuss a study by Theeuwes, et al. (1998), who found, in a laboratory study, that participants did not have voluntary control over distraction; that even when they were tasked with concentrating on one colored shape while ignoring shapes of other colors, "they were unable to ignore the 'distracters' regardless of their effort to do so" (p. 379). These findings, if generalizable to the real world, suggest that drivers may not be as able to ignore the messages on attention-getting billboards as some have claimed. Recent work by Wallace (2003a, 2003b) is also discussed, specifically with regard to personal factors such as driver age, level of fatigue, and alcohol consumption, all of which are believed to play a role in distraction. Finally, the authors cite current work by the UK Department for Transit (DfT), which is attempting to identify gaps in existing research on distraction and will initially involve the development of an operational definition of the term driver distraction.

Within a brief discussion of internal- and external-to-the-vehicle distraction, the authors discuss the growing concern with cognitive overload – which Wallace (2003b) suggests can occur when too much information is presented in certain situations, leaving the driver with insufficient time to process the available information and make time-critical decisions. Such decisions, which may involve maneuvering for exits, merges, or lane drops, also include what Crundall, et al. (2005) have called "transient hazards" such as a

pedestrian or bicyclist suddenly entering the road, or a vehicle failing to yield the right of way. Wallace believes that visual clutter, which contributes to cognitive overload, is growing worse, with an increasing number of billboards, on-premise signs, and, as well, official highway signs.

Of course it has long been known that official signs can distract drivers and add to their cognitive workload if they are poorly designed, improperly located, unnecessary, redundant, or irrelevant. This can be a particular problem with official changeable message signs (CMS), which are often reported to cause drivers to slow to read their message if too much information is conveyed or undue attention is drawn to the sign. Despite the fact that official signs (including CMS) have benefited from decades of human factors research to ensure that their design and operation is optimized for the driver's needs, distraction remains a concern, and to an increasing extent with the growth of CMS installations.

Wallace, and others, believe that driver distraction, as much of a concern as it is, is likely underreported. This may be because, he suggests, the distraction may be unconscious, or because social and legal pressures may contribute to a driver's unwillingness to admit distraction for fear of consequences such as increased insurance rates, penalty points on their driver's license, or being found responsible for an accident. For these reasons, Wallace believes that it will be difficult to find empirical evidence for the contribution of distraction by a roadside billboard to an accident. Although this is a key reason to question the use of accident data to assess the relationship between DBBs and crashes, there are many others, discussed later in the report by Speirs and her colleagues, and elsewhere in the current report.

The report next discusses the range of planning policy and guidance regarding roadside advertising in the UK. Although of relatively minor relevance to regulations and guidance in the U.S. because of the highly localized nature of such guidance in the UK, we do find that many of the same principles have been applied. For example, roadside advertising signs may be discouraged at locations such as: complex road sections, intersections, pedestrian crossings, or locations where the cognitive demands on the driver may be high. In addition, a Circular (DCLG, 2007) that provides guidance on the control of advertisements suggests that outdoor advertising signs that may pose a danger to the public include those which:

> because of their size or siting, would obstruct or confuse a road-user's view, or reduce the clarity or effectiveness of a traffic sign or signal, or would be likely to distract road users because of their unusual nature (and) (t)hose illuminated signs (incorporating either flashing or static lights) which, because of their size or brightness, could result in glare and dazzle, or distract road users, particularly in misty or wet weather.

The Circular is apparently based, in part, on findings from a study conducted by the Privilege Insurance Company, which found that 83% of drivers responding to a survey had admitted being distracted by roadside advertisements, with 23% of those reporting

that they had veered out of their lane as a result of the distraction. (Privilege Insurance, 2005).

Numerous other regulatory and guidance documents are cited in this section of the report. Although many of these make reference to traffic safety concerns, none of them provide objective definitions of key terms sufficient for regulators to act to control roadside billboards. One such document, for example, requires that local planning authorities must "consider such matters as the likely behaviour of drivers of vehicles who will see the advertisement" and states that "the vital consideration ... is whether the advertisement itself, or the exact location proposed for its display, is likely to be so distracting, or so confusing, that it creates a hazard to, or endangers, people in the vicinity who are taking reasonable care for their own and others' safety" (PPG, 1992).

In line with the discussion above, it is useful to note that one of the documents cited in this section of the report deals exclusively with official signs, and provides guidance to roadway authorities on the proper use of such signs throughout the UK (DfT, 2003). This document, known as the Traffic Signs Manual, explicitly recognizes that official traffic control devices (TCDs) can also serve to distract drivers if they are used inappropriately or to excess. Among other guidance, the manual suggests that information signs should not be permitted in construction zones, and that roadway authorities should ensure that signs are limited to those that are considered necessary, because such signs can cause overload and lead to distraction.

Speirs and her colleagues reviewed the decisions of The Planning Inspectorate in 11 cases. Although their summary and discussion of these decisions makes for interesting reading, there is little consistency from one decision to another, and the diversity of issues on which decisions were based (size, illumination, viewing time and change cycle, content, and location, among others) provides little basis to extract principles that might be applicable in the United States. Of the 11 cases cited, however, one billboard was allowed, two were allowed with certain restrictions, and eight were disallowed.

The authors' efforts to review accident data to determine the presence or absence of a relationship between billboard locations and accident occurrences proved to be largely fruitless, for reasons discussed elsewhere in the present report. Some of the key arguments against the use of accident data cited by Speirs and her colleagues are:

- There could be other unknown variables that could have led to the reported accidents.
- There are many opportunities for error or omission in data entry in police accident reporting forms.
- In minor accidents, the involved vehicles may move away from the POR to clear traffic lanes, thus further degrading the potential accuracy of identifying the true location.

- The point of rest (POR) of the involved vehicle(s) (which is what is commonly identified in police reports) may have little relationship to the point of distraction that was the proximal cause of the crash.[3]
- Accidents, particularly minor accidents, are underreported.
- Accident data considers only those incidents that result in an actual collision. But there are likely many more incidences of distraction that result in driver error (such as late braking, lane exceedances) without consequence, and others that result in "near misses" that might have resulted in a crash but for the evasive actions of another driver. "As no data on 'near misses" is available, it is not possible to quantify the full effect of distraction" (p. 35).

For these reasons, and others, the authors recommend against the future use of accident data "as an area for further research due to these practical and statistical issues that would cast doubt over any apparent relationship…" (p. 35).

The authors briefly discuss the potential for the use of CCTV data recorded from fixed locations along the highway network in close proximity to roadside advertising signs. This data, it is suggested, would allow the observation of vehicle braking movements, lane deviations, and other losses of vehicle control, although there is no way to know, from such recordings, whether other causes of distraction were present as contributors. They suggest that, in order for this methodology to be feasible, it would be necessary to collect data along road sections both with and without the presence of roadside advertisements.[4]

The authors conducted interviews with representatives of various stakeholders. These organization types included, but were not limited to, the following:

- Road User Groups, e.g. Automobile Association, RAC Foundation
- Road Safety Groups, e.g. Parliamentary Advisory Council for Transport Safety (PACTS), Royal Society for the Prevention of Accidents (RoSPA)

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[3] This weakness in the use of accident statistics should not be ignored. Unless an accident involves major property damage, serious injury or death, police in the US will rarely endeavor to find the "root cause," which would include the point at which an involved driver first lost control and/or was first distracted. The vehicle of a driver who crashes as a result of distraction by a roadside billboard may not come to rest for a considerable distance after the distraction occurs, but it is the point of rest that is most likely to be (erroneously) identified in the Traffic Collision Report as the actual accident location. The use of such information will lead to an artificial reduction in any correlation since it captures an accident data point and associates it with a road location that is not coincident with a billboard. As pointed out in the study by Klauer, et al. (2006b), discussed earlier in this Section, accidents may be underreported by 80% or more.

[4] We have suggested, in other contexts, the potential for the use of roadway CCTV data in billboard distraction studies because of the growing number of CCTV locations coupled with the potential for cooperation from DBB owners, through which signs might be turned on and off, and their displays varied in the key parameters of brightness and message display interval in accordance with a carefully developed experimental design. Specific recommendations along these lines were made to researchers in the City of San Antonio, Texas, which has a comprehensive system of CCTV cameras as part of its traffic monitoring network, and which is engaged in a project to monitor the safety impacts of recently erected DBBs.

- Local Authorities, e.g. Local Authority Road Safety Officer Association (LARSOA)
- Planning Officers, e.g. London Borough of Wandsworth (LBW)
- Central Government Departments, e.g. the Department for Transport (DfT)
- Highways Agency
- Amenity Groups, e.g. Campaign to Protect Rural England (CPRE)
- Advertising Industry, e.g. Outdoor Advertising Association, Outdoor Advertising Council, Advertising Standards Authority
- Research Community, e.g. Brunel University
- Motorway Operators, e.g. Midland Expressway Ltd.

Summarizing the results of these many discussions, the authors identified the following broad conclusions:

- Although it is accepted that drivers are responsible for attending to the driving task, "visual clutter is liable to overload or distract drivers" (p. 63).
- The stakeholders could not provide statistical evidence to demonstrate the presence or absence of a correlation between roadside advertising and accidents.
- There is no desire for an outright ban on roadside advertising, but there is general agreement about the need for more guidance or regulation to control the type, location and content of such advertising.
- There is a need for additional governmental powers to remove unauthorized advertising, and there is a need to make enforcement a greater priority.

The focus group discussions provided much information of relevance, summarized below. Three groups were assembled, each including a balance of males and females, and a mix of urban and rural residents. The first group included young, less experienced drivers (ages 17-25) with little motorway driving experience; the second included experienced drivers aged 50 and above who did not regularly use the motorway; and the third included regular motorway users (100 or more miles per week) aged 35-55. Each group included eight participants who were told that the sessions were to discuss sources of driver distraction, without initial mention of a specific focus on outdoor advertising.

Relevant examples of the key points made during the focus group sessions include:

- The younger drivers found motorway driving boring, and felt quite relaxed.
- The older drivers, despite much greater exposure to motorway driving, found it to be stressful and sometimes dangerous, primarily because other drivers take too many risks.
- When asked how long they thought they took their eyes off the road to look at the surrounding environment, the young drivers estimated "several seconds," although they also agreed that this was probably longer than they should.
- When asked what they would consider "too long" a period to take their eyes off the road, the regular motorway users replied "1-2 seconds."

- Several members of the younger driver group described situations in which they had been distracted by something external to the vehicle while driving on the motorway and found their vehicle moving out of its lane and/or having to brake suddenly.
- Some participants in each of the other groups also reported having made driving errors while distracted by something either inside or outside the vehicle.
- One regular motorway user reported several occasions in which he had a near miss as a result of looking away for "too long."

After the initial discussions, highlighted above, the focus group facilitators directed the discussions toward roadside advertisements, and showed photographs of particular installations. Highlights of the discussions that followed are presented below:

- Regular motorway users felt that it was not appropriate to have certain types of advertisements close to the roadway, given the prevailing speed of traffic.
- These users felt that outdoor advertising could pose a distraction to younger, less experienced drivers, although not to themselves.
- Younger drivers, on the other hand, felt that, although outdoor advertising could potentially cause a crash, their effect was no greater than other sources of driver distraction.
- Most of the participants agreed that they did notice and look at roadside advertisements.
- Most of the regular motorway users stated that they tended to look at advertisements when they were waiting in a traffic queue, but confirmed that they read these advertisements even in free-flowing traffic conditions.
- One regular motorway driver felt that it took 2-3 seconds to read an advertisement, but some of the younger drivers felt that ads could be absorbed more quickly (in a "split second").
- Although drivers agreed that they tended to look at every advertisement, they could rarely recall the specifics.
- Drivers in all three groups believed that the decision to look at a roadside advertisement was not made consciously.
- Younger drivers expressed the view that it was inappropriate to have advertisements within a driver's line of sight when he should be paying attention to traffic.
- Most participants across all groups agreed that the potential for distraction from an advertisement was dependent on its size, content, location, and type of display. In addition, bright colors, and "sexual undertones" were thought to attract more attention.
- Younger drivers in particular said that they spent longer looking at advertisements for products or services in which they were interested, or if the advertisement featured something that was new or unusual.

- Younger drivers commented that advertising campaigns which told a story that extended over a period of time or a series of billboards attracted more attention.[5]
- Regular motorway users were concerned that advertisements with a lot of detail posed more of a risk because it was more difficult and time consuming for drivers to absorb all of their content; specific questions were raised about the wisdom of including details such as telephone numbers.
- Electronic billboards were considered more of a potential distraction than fixed displays. Younger drivers, in particular, stated that they looked out specifically for these displays and that they waited for the subsequent advertisement in the cycle to appear.
- One participant in the older group expressed a view that was representative of his group: "When they're about to change, you want to see what they are changing to. It's strange… you might not be interested in the adverts, but when things are changing, you watch it… and they'll distract you... But if it's fixed, and you can see that from half a mile away…, I'm not going to be that distracted by it. It's not drawing my attention because I can see from a distance what it is" (p. 80).
- Regular motorway users felt that an important issue was clutter, caused by a proliferation of roadside advertisements in close proximity. They believed that such a situation, especially when combined with a lot of information from road signs, can cause information overload and result in confusion.
- Younger drivers in particular, but with the agreement of those in other groups, felt that internal distractions (such as mobile phones, navigation systems, maps, or adjusting vehicle controls) were, overall, more distracting than roadside advertisements.
- Younger drivers expressed the view that it is the driver's responsibility to pay attention while driving.
- Participants in all three groups agreed that "few drivers would ever admit to being distracted by an advert and therefore felt that any such incidents are likely to be under-reported" (p. 84).
- The commonly held view was that roadside advertising is not necessary, and should not be seen to be part of the motorway network. (Interestingly, the older drivers tended to believe that roadside advertising provided a source of revenue to the government and that revenues raised should be directed toward highway improvement).
- "Overall, it was felt that roadside advertising might well be distracting to some drivers, but not personally to those who participated in the focus groups" (p. 85).
- With regard to the imposition of control or regulation, regular motorway users suggested that the amount of detail in an advertisement is of concern, and suggested imposing a limit on the number of words allowed; a limit of 4-6 was deemed appropriate.

[5] This is the issue of "sequential" advertisements discussed elsewhere in the present report; the phenomenon that describes how one's interest is held during such a sequence is known as the Zeigarnik effect, discussed in Section .

- Similarly, older drivers and regular motorway users expressed the greatest concern about electronic advertisements, and felt that it was inappropriate to permit this kind of advertisement on the highway network.
- Regular motorway users as well as older drivers believed that roadside advertisements should be located only within the view of queued traffic, and not in the vicinity of free-flowing traffic.
- There was support for regulation on the spacing of advertisements, in terms of a minimum distance between advertising signs, as well as a minimum distance away from highway signs so that "they do not detract from the information which is provided for the driver's safety" (p. 87).
- Participants in the older driver group felt that roadside advertising should not be permitted on the motorway unless it provides directions or information of use to the driver; in addition the presence of advertising along motorway sections that require concentration by drivers was seen to be at odds with road safety.
- Some females called for the removal of all roadside advertising; others accepted that it was unlikely that all could be removed, but supported greater regulation of advertising signs in general, including brightness, spacing, and content. Electronic billboards were singled out as a key concern due to their ability to distract (p. 88-9).
- Regular motorway users felt that the driving environment would be safer without advertisements, but believed that simple ads that could be quickly absorbed, when placed along uncluttered roads, did not pose a safety issue.

In addition to the three concentrated focus groups, the authors conducted an on-line survey, hosted on the HA website. The survey was designed to examine respondents' views on potential sources of in-vehicle and external-to-vehicle distraction, followed by a more specific focus on roadside advertising. Because of a large sample size (1371 responses) the authors were able to report a sampling error of only +/- 2.65% at the 95% confidence level. In other words, if 50% of the survey respondents gave the same answer to a question, the authors could be 95% confident that, if the survey had been conducted with the entire population, the responses to that question would fall within the range of 47.3% and 52.7%. This degree of accuracy is even greater when a larger or smaller percentage of the respondents has given a particular response, but 50% is used as a benchmark because it has the greatest sampling error.

Demographically, the respondents tended to be male, and between the ages of 25 and 59. They drove between 10,000 and 25,000 miles per year, and used the motorway more than five times per week.

At the outset of the survey, respondents were given a list of 14 possible sources of distraction (both within and outside the vehicle) and asked to select those which they considered to be most distracting. The top five identified sources, and the percentages of respondents who provided those answers were: Rubbernecking at accidents (75%), child passengers in their vehicle (68%), hands-free mobile phone use (67%), roadside billboards 61%), and roadwork (50%). When asked about the single greatest source of

distraction, 24% said mobile phones, 18% reported other passengers, 13% said rubbernecking at accidents, and 9% selected roadside billboards. No other distracters were considered the most important by more than 5% of the respondents (in-car navigation systems and actions by other vehicles).

Once the topic of outdoor advertising was introduced, a series of questions sought to examine whether some types of roadside advertising were considered to be more distracting than others. Participants were asked to select the types of advertising, if any, that they had found to be personally distracting while driving, and then to identify the single most distracting type of roadside advertising. The results are shown below:

- Billboards with changing images (DBBs) were reported to have distracted 72% of all respondents; 53% of the respondents found DBBs most distracting.

- Conventional billboards had distracted 61% of the respondents, and 17% found these to be the most distracting.

- Advertisements on vehicles had distracted 38% of respondents, but only 3% found these to be the most distracting.

- Advertisements on bus shelters had distracted 24% of the respondents; 9% found these to be the most distracting.

Seven percent of the respondents found none of the advertising types to be distracting, and 11% mentioned other types of advertisements (such as ads on street furniture, on-premise signs, and small temporary roadside signs) as having been a source of distraction to them.

Roadside advertising characteristics that contributed to distraction were: location (59%), size (49%), content (39%), changing images (29%), color and information provided (25% each), and lighting (16%).

Respondents were given the opportunity to include narrative statements to highlight their answers. The authors summarized these statements, and reported more than twice as many comments expressing concerns about DBBs (9) than for any other aspect of roadside advertising – content (3), location (4), and size (1). Representative quotes about DBBs included:

> "Changing signs draw attention to themselves; they are not part of the traffic and amount to a serious distraction. I cannot understand why they are allowed!"

> "Those with images that change over a period of time tend to attract a longer spell of attention whilst waiting for the next image. If one's vehicle is actually moving at the time this has the effect of driving blind while watching the particular sign."

"You can look quickly at a static board and take in a fair amount of information, however, if you know the image will change you are tempted to keep looking until it does which means taking your eyes off the road for longer."

"A quick glance is enough to know it is an image changing billboard but then the temptation is to keep looking to see what it changes to" (p. 102).

Respondents were next asked to rate the extent of distraction that they believed was due to different aspects of the "content" of roadside advertisements. Ratings were to be made on a five-point Likkert-type scale from 1 ("not at all distracting") to 5 ("very distracting"). Advertisements with changing images were rated by 56% of the respondents as very distracting. Those with complex graphic images were rated very distracting by 42% of the respondents, ads with small text by 28%, ads with lots of details (e.g. telephone numbers) by 26%, and those with more than 10 words by 20%. Of equal interest to Speirs and her colleagues was the difference between those who found each type of content distracting or very distracting, compared to those who rated the same type of contact as "not distracting" or "nor at all distracting." This difference was largest for DBBs; 79% found such signs distracting or very distracting, whereas only 8% found them to be not or not at all distracting – a difference of 71%. The equivalent differences were 67% for signs with complex images, 32% for those with small text, 31% for signs with more than 10 words, and 27% for ads with lots of details.

In order to evaluate the effects, if any, of roadside billboards on general driver performance, a series of statements were presented to the participants, who were asked to state whether they thought each statement was true or false. The statements, and the levels of truth assigned to them, were as follows:

- Can be confusing in urban environments (83%)
- Can be detrimental to overall driving performance (82%)
- Electronic ads with changing images are more distracting than static ads (82%)
- Is an unwelcome distraction to the driver (75%)
- A driver may steer slightly out of lane to read a roadside ad (58%)
- A driver may brake to read a roadside ad (53%)
- Keeps drivers alert (14%)
- Is not distracting in rural environments (12%)
- Is not distracting in urban environments (11%)
- Improves a driver's concentration (4%)

When asked whether their own driving performance had been adversely affected by roadside advertising signs, 17% (201 respondents) said that their performance had definitely been affected, 29% felt that it had probably been affected, 34% stated that it had possibly been affected, and 20% believed that it had not been affected.

For those 913 respondents who stated that their driving performance had been affected by roadside advertising, they were presented with a series of seven statements and asked to

indicate whether they felt each was true or false. The statements, and the level of truth assigned to them, were as follows:

- Distracted my visual attention whilst driving (96%)
- Occasionally been detrimental to my driving performance (72%)
- Affected my speed whilst driving (42%)
- Affected my steering whilst driving (33%)
- Made me more alert whilst driving (7%)
- Have, at times, made me a better driver (5%)
- Have never impacted upon my driving performance (4%)

In summarizing the survey, Speirs et al expressed surprise at the dominance of the reported views that roadside advertising has a negative impact on driver performance; prior to conducting the survey, they expected to find highly polarized opinions. Their key findings were described as: 80% (926 individuals) admitted that their own performance is likely to have been affected by roadside advertisements; 76% of all respondents (878 individuals) admitted that they took their eyes off the road to read such advertisements; and 30% (347 respondents) had deliberately slowed down to look at advertisements. In particular, "electronic/digital billboards with a series of rotating images are considered to be particularly distracting" (p. 115).

In short, the authors conclude that this survey, with its large sample size and resultant small sampling error, suggests that there is cause for concern when the responses of the study participants are projected to the UK population at large.

We have spent considerable time discussing this report, in part because it is so comprehensive and current, and in part because it is the first study of which we are aware that has engaged in large scale sampling of the public's views of roadside advertising, including DBBs, and, specifically, the public's perception of how such outdoor advertisements have adversely affected their own driving behavior. It will be recalled that one reason why accident data is thought to be of relatively little value in studies of driver distraction is that it is widely accepted that, for several reasons, drivers will be reluctant to admit their own distraction when it is connected to possible crash involvement. In this survey, on the other hand, where responses were anonymous and there was no risk to the respondent, the answers can be considered to be more objective and truthful.

Among their principal conclusions, Speirs and her colleagues suggest that current guidance and policy is insufficiently detailed to address the different types and characteristics of outdoor advertising devices, particularly DBBs. As a result, further research is needed to quantify the level and significance of the risk. They believe that post-hoc accident studies would not be useful to pursue unless the researchers had direct access to the involved drivers in near-real time. They point to the most recent research studies that they reviewed, those by Young and Mahfoud (2007) and Clark and Davies (2007) as producing "statistically significant results which suggest that the level of distraction caused by advertising does present a genuine road safety concern" (p. 117). These studies, however, have been criticized by some stakeholders as being "unrealistic"

in that they were simulator based and thus their applicability to the real world may be compromised. Nonetheless, the authors recommend that further research build on Young and Mahfoud's work "to explore and quantify the effect of different characteristics of advertisements on levels of driver distraction" (p. 122). They argue that a future study, if properly funded and conducted on an advanced driving simulator, should be able to overcome some of the limitations of this earlier work – small sample size, limited number of variables, stimulus material not fully representative of actual billboards, and a simulator of somewhat limited flexibility and fidelity. The authors review three UK-based driving simulators, and recommend that future work be undertaken at the University of Leeds Driving Simulator (UoLDS). In their discussion of the strengths and weakness of a driving simulator study, the authors argue that simulators permit the different types and sizes of billboards of interest to be studied to examine the effects on drivers, a task that would be more complex in a test track or on-road study. Finally, the authors present a suggested approach for the conduct of a driving simulator study.

Although it is beyond the scope of the current project to recommend future research (the reader is referred to the recently published FHWA report [Molino, et al. 2009] for this discussion), we respectfully disagree with recommendations put forth by Speirs and her colleagues. It is our opinion that, when studying critical issues of roadside billboards, particularly DBBs, that even today's most sophisticated simulators are incapable of rendering the key characteristics of such signs at a level of visual fidelity sufficient to lead to findings that can be generalized to the field with confidence. This is because the levels of brightness of which today's DBBs are capable exceed the capacity of the display systems used in simulators. Thus, because DBB brightness has been hypothesized to be a key contributor to possible driver distraction, this is of concern. A second concern, one that is touched on by Speirs, et al., is that of the naturalistic aspects of the driving task encountered by participants in the experiment. For several reasons, including visual fatigue and the risk of simulator sickness, experimenters tend to keep scenarios relatively brief. In order to expose the participants to a reasonable number of experimental variables (in this case, variants of DBB displays), it then becomes necessary to incorporate an unusually large number of such variables into these brief scenarios. But, because the impacts of DBBs on driver distraction, if they exist, are likely to be highly context sensitive, the inclusion of several such signs into relatively brief scenarios is likely to create an unrealistic visual environment which may lead to driver responses that are not representative of those that might occur in the real world. It is this author's opinion that initial studies, if funded, should be done in the field, with carefully selected and controlled sites in which before and after comparisons can be made, and in which matched roadway sections with and without DBBs may be studied. If differences in distraction are found, we believe that it would then be appropriate to move to a driving simulator to study the impact on driver performance of different levels of display cycle times, sign size, proximity and angle to the traveled way, etc.).

Dudek, C., 2008

Dudek (2008) reviewed the state-of-the-practice for the use of official, permanently mounted changeable message signs (CMSs) during "non-incident, non-

roadwork" periods. Practices relating to the display of AMBER (America's Missing: Broadcast Emergency Response) alert messages were included, The report was based on a review of the literature and a survey of State DOT traffic management centers (TMCs) and agencies that operate toll roads. Overall, responses were received from 40 States and six toll road agencies with a total of 100 TMCs operating 3,023 urban and 821 rural CMSs.

In principle, the study of practices regarding official CMSs is somewhat removed from a review of commercial DBBs; yet there are important areas of overlap between the two uses of this technology that bears discussion.

Dudek describes the primary applications for CMSs as serving to notify motorists of:

- Non-recurrent problems caused by random, unpredictable incidents such as crashes, stalls, or spills; and temporary, preplanned activities such as construction or maintenance.
- Environmental issues such as fog, floods, snow, or ice.
- Traffic problems caused by special events, such as parades or sports events.
- Special roadway operations such as reversible, high occupancy, or contraflow lanes; or certain design features such as drawbridges.
- AMBER alerts.

His review was undertaken because, although guidelines are available for the design and operation of CMSs when used for their principal purposes, there are no guidelines available, and little understanding of existing practice, for the use of these signs under non-incident, non-roadwork conditions. The primary purpose of this synthesis of practice was to identify those practices that have proven effective and ineffective, and to serve as a guide to State and other operating agencies in the more effective use of their CMSs, as a first step toward the possible development of guidelines for such uses.

Guidelines for the design and operation of CMS were initially developed in 1978, and have been refined several times over the past 30 years. Because CMSs are part of the official highway information system, they must communicate a meaningful message that can be quickly read and understood by drivers. It is well understood that the design of effective messages requires the application of proven principles for each of the following display features:

- Message content
- Message length
- Message load; units of information
- Message format
- Message splitting

Although traditionally left blank when not in use for their intended purpose, there has been an increase in the use of these signs by transportation agencies over the past 10 years to display messages when the signs are not otherwise needed. Such messages have

been predominantly those that indicate travel time, and these are recommended by FHWA. However, other, non-essential messages have seen growing use, including information about congestion, speed, traffic ordinances, safety campaigns, and public service announcements (PSAs).

Examples cited of safety campaign messages included (dashes indicate line breaks):

- CLICK IT – OR TICKET
- BUCKLE UP FOR – SAFETY – IT'S THE LAW
- U DRINK – U DRIVE – U LOSE

Examples cited of PSAs included (ellipses indicate more to the message than shown):

- REPORT DWI …
- AIR QUALITY ALERT …
- BLOOD DRIVE …
- BURN BAN IN EFFECT …

The rationale for leaving CMSs blank when not in use for their primary purpose is that, when essential information is presented on the sign, it will be more attention-getting, drivers will be more likely to notice it, and the message will be more effective. The question always raised about this traditional practice, however, has been whether drivers will question the sign's functionality. In addition, Dudek found that some agencies experienced negative public opinion from those who felt that the expensive investment in this technology was being underutilized.

Dudek notes (p. 3) that the FHWA discourages the display of PSAs on these signs. Two important concerns about this use of CMSs have been that the signs lose credibility with motorists when used for other than their intended purposes, and the risk of "change blindness," the potential that a motorist will fail to see that the message on the CMS has changed from something that is non-essential to something that is highly relevant and, perhaps, time critical.

The author cites the experience of Caltrans, which posted transportation-oriented PSAs (e.g. "RELIEVE CONGESTION-RIDESHARE") on CMSs in the Los Angeles area so as to avoid leaving the signs blank. Public reaction was "quite negative" (p. 15), and the agency's traffic operations personnel believed that using the signs to display messages that were irrelevant to freeway operations led the public to disregard the signs, thus reducing their effectiveness when they were most needed.

The display of safety messages on CMSs falls into a middle ground – not discouraged by FHWA, but allowable under specific circumstances. If used, agency respondents say, such messages should be current, and displayed for only a limited time.

One unfortunate consequence reported by agencies that displayed safety messages and/or PSAs was that these practices led to a proliferation of requests from other agencies and organizations to display their own non-traffic-related messages.

Although the present study addresses commercial advertising signs, specifically DBBs located off the right-of-way, there are lessons to be learned and applied from Dudek's review of official CMSs located within the right-of-way. He says:

> If CMSs distract drivers from more critical tasks while traveling at prevailing speeds, or if the messages are erroneous or outdated, then driver acceptance can be compromised. In addition, if the messages are too long, complex, and/or confusing to read and comprehend, drivers may reduce speed to read the messages and this could result in a potential safety problem (p. 3).

While all of these concerns have relevance to the design and operation of DBBs, they convey a special precaution for the potential future use of official CMSs for the display of commercial advertising messages when not in use for the primary purposes (see Section 7 of this report for a fuller discussion of this issue). If transportation agencies have reported to Dudek that the use of CMSs for the display of safety campaigns and public service messages can have negative safety consequences in terms of change blindness or CMS credibility, and if FHWA discourages the use of CMSs for the display of PSAs, one must question the reasonableness of the current consideration being given for the use of these signs to display commercial advertising.

Dudek asked his respondents about their experiences with public reaction to leaving CMSs blank when not in use for their principal purpose. Thirty-nine percent of the TMCs responding received "somewhat" to "very" favorable responses from the public; twenty-four percent received a neutral response, and none received unfavorable responses. (Thirty-seven percent had insufficient information). Favorable comments about their experiences included (p.17-18):

- Drivers pay more attention when a message is displayed, messages are more effective when displayed, frequent display of non-essential messages results in drivers ignoring important messages (15 respondents)
- The conspicuity and message urgency of the CMS is preserved (1 response)
- Credibility of the message is the key to success (1 response)
- Relevant, timely information enhances driver respect (1 response)
- Displaying messages unrelated to motorist's travel could increase disregard for the CMS when messages are relevant (1 response)

He also asked about experiences with safety campaign messages on CMSs. Twenty-nine percent of the reporting TMCs received "somewhat" to "very" favorable responses from the public; eighteen percent received a neutral response, and two percent received unfavorable responses. (Fifty-one percent had insufficient information). Comments about their experiences included (p.34-35):

- Messages should be displayed for a short time, and not often (18 responses)
- We get negative feedback from the public (8 responses)
- They should be displayed only for well-organized statewide safety campaigns (7 responses)
- The public is generally receptive to the messages (6 responses)
- They open the door to other requests that are not transportation related, and denying such requests is a problem (6 responses)
- Messages should be kept simple and easy to understand (4 responses)
- Post such messages only off-peak (or in the off-peak direction) to minimize unintended congestion (2 responses).
- Display only safety-related or agency-supported messages (2 responses)
- Make sure message is not distracting to motorists (2 responses)
- Make sure there is value in the message to the public (1 response)
- We receive and deny requests for advertising messages (1 response)
- Message must have broad public impact (1 response)

One expressed concern, for both safety campaign messages and PSAs, was that the decision to display such messages was overwhelmingly due to administrative/upper management requests (93% in the case of PSAs, 99% for safety campaign messages), occasionally against the judgment of operations personnel, and with little or no support from research.

With regard to AMBER alert messages, Dudek reports (p. 41) that 84% of those TMCs that display such messages exceed the maximum recommended (four) units of information on a CMS. As a result, "the majority of motorists will not be able to read and comprehend the messages while traveling at typical freeway speeds" (p. 41-42), and "those drivers who attempt to read the messages before passing the CMS may reduce speed" (p. 40). This is simply because the type of information typically displayed on a CMS-based AMBER alert message may include a license plate number (equivalent to more than three units of information) and a 10-digit telephone number (equivalent to more than three units of information). He cites two previous studies (Ullman, et al. [2005] and Dudek, et al. [2007]) that found the average reading times for AMBER alert messages containing a license plate number or a 10-digit telephone number were significantly longer than the reading times for signs without this information.

There are several lessons to be learned from this study that have direct relevance to DBBs. Long messages containing information such as telephone numbers take longer to read and may cause drivers to slow in an effort to read the message. The amount of information on signs should be strictly limited to minimize its distraction potential. Even official traffic signs can overload drivers. In addition, there are specific lessons that can inform projects currently being considered that would allow commercial advertising to be displayed on official CMSs within the right-of-way. Messages that are irrelevant to traffic safety or flow that are broadcast on official CMSs are strongly opposed by motorists, and the decisions to accept such messages (including safety campaign messages and PSAs) are generally imposed by senior administrators or managers regardless of the concerns of operations personnel. There is concern about change blindness – that motorists will not

notice a sign whose message has changed from something irrelevant to something of importance to them. And there is considerable concern about the loss of credibility of official CMSs when they display messages that the public believes are not timely and not related to traffic safety and flow.

Edquist, J., 2009a, 2009b

For her recent doctoral dissertation, Edquist (2009b) performed a study using a high fidelity driving simulator to assess the effect on driver response to road signs and to vehicles ahead of them when in the presence of ambient visual environments that represented different degrees of clutter. Edquist describes three types of clutter that are present to different degrees in different driving settings. *Built clutter* is clutter caused by the complexity of the man-made environment – buildings, wires, bridges, storefronts, billboards, utility poles, etc.); *designed clutter* is clutter created by road authorities through the number, size, placement, and diversity of traffic control devices (signs, signals and markings); and *situational clutter* is caused by the number and mix of vehicles in the traffic stream, the number of lanes of travel, weather, etc. While holding situational clutter constant in the simulator, Edquist varied the extent of built and designed clutter, and measured the changes in the participants' responses to traffic control devices and to the behaviors of vehicles in the traffic stream. Four types of vehicle changes were presented: the car directly in front of the participant moved closer or farther away, and vehicles in adjacent lanes appeared or disappeared from view. She found that high levels of designed clutter slowed the participants' detection of changes to official signs. In other words, it was more difficult and time consuming to identify and respond to the relevant traffic control device when there were many such TCDs competing for the driver's attention. Conversely, she found that high levels of built (environmental) clutter delayed the participant-driver's detection of changes in both signs and other vehicles. Because the changes to these other vehicles were highly visible, relevant to the participants' driving task, and "not minor" Edquist found that the adverse impact caused by additional built clutter to be of concern.

Edquist summarized the literature about older drivers that showed that this cohort has difficulty with divided attention and rapid task switching both of which are important for safe driving. These concerns are exacerbated under conditions of high workload. In comparing older to young, novice drivers (those with probationary licenses), she found that in the presence of high visual clutter the older drivers had more difficulty both finding and responding to official road signs, and in detecting changes to nearby vehicles in the traffic stream. The novice drivers did not experience these difficulties to the same extent.

In a simulator-based driving study performed to try to confirm or refute an earlier study using still photographs, Edquist found that, when billboards were present, participants drove more slowly, took longer to change lanes in response to direction to do so by road signs, made more errors when changing lanes, and spent more time looking at the roadside and less at the road ahead of them. Older drivers in particular made more errors when changing lanes when billboards were present. The author notes that, due to

limitations in the simulator platform, her scenarios depicted relatively low complexity environments. In addition, there was not enough traffic in the simulated road scenes to create elevated levels of driver workload, and the billboards depicted were simpler than those typically found on actual roads. Thus, she concludes, her experiment likely underestimated the adverse effects of billboards on driver response to traffic conditions. The author notes that there are often questions about the extent to which simulator results can be generalized to the real world; however, in this case, since both the visual and cognitive workloads in the simulator were lower than they would be in the real world, she believes that the real effects of these distracters are probably larger than what she observed. Edquist summarizes her study by stating that visual clutter adversely affects where drivers look, what they see and how quickly they see it, and negatively impacts their driving performance in terms of speed maintenance and response to traffic signs.

Fisher, D., 2009

Fisher (2009) reported on work conducted in his laboratory regarding the effects of external distractions on novice drivers. Using their high fidelity driving simulator, Fisher and his colleagues measured glance durations to such distracters, vehicle behaviors, attention to the forward roadway, and attractiveness of the distractors.

When comparing the maximum glance duration toward the distracter (the simulated billboard or the in-vehicle infotainment device) for older and younger drivers, Fisher found that younger drivers were considerably worse (i.e. a larger percentage of them took long glances toward the distracter) than older drivers. However, when the distracter took the form of an external distracter (the billboard), the performance of both younger and older drivers deteriorated. Specifically, using the two second target value identified in the 100- car study, Fisher found the following:

Percentage of Drivers Making Glances Longer Than 2.0 Seconds to:	Older Drivers	Younger Drivers
Distracters Inside the Vehicle (Infotainment Devices)	22%	55%
Distracters External to the Vehicle (Billboards)	80%	80%

In analyzing the longest glances toward the distraction source, Fisher found the following:

Percentage of Drivers Making Glances Longer Than 5.0 Seconds to:	Older Drivers	Younger Drivers
Distracters Inside the Vehicle (Infotainment Devices)	4%	11%
Distracters External to the Vehicle (Billboards)	17%	27%

These findings suggests, of course, that older drivers are less likely to be distracted by inside the vehicle sources than are younger drivers, but, when the distracter is a billboard, older drivers are just as likely to be distracted as younger drivers, and the percentage of drivers who engage in excessively long glances to such billboards is substantially higher for external than for inside-the-vehicle distracters. Fisher hypothesizes that drivers

looking inside their vehicle at a navigation system, entertainment device, etc., are aware that their eyes are off the road, but when the distracter is outside the vehicle, along the roadside, drivers may be able to observe the forward view including traffic in their peripheral vision and therefore believe that they are attentive to the driving task. This will be a subject for future research.

Martens, M., 2009

As part of an effort to develop guidelines for the control of visual distracters adjacent to the roadside for the Dutch Ministry of Transport, Martens and her colleagues at TNO performed a literature review of the human factors principles to be followed. She summarized the key findings of this review as follows:

1. Visual information processing can be of two types –
    a. Central processing in which the object being viewed is fixated, and
    b. Peripheral processing, in which the object is not fixated

2. In order to read the object being viewed, the object must be fixated.

3. Elements such as color, shape, movement, lighting, can be identified without fixations.

4. Attention precedes an eye fixation on an object; first attention is drawn, then the eye follows

5. During saccades (the quick movement of the eye between objects) the eye is "blind"

6. In measuring eye movements and fixations, we can measure the "fixation" but we cannot know with the focus of attention – i.e. what the person is attending to.

7. Part of the driving task (e.g. lane keeping) can be done with peripheral vision.

9. Our attention can be drawn to an object through a "top down" process, i.e. where we have chosen to attend to it because of personal interest ; or via a "bottom up" process, where the object itself attracts our attention via its inherent properties such as brightness, conspicuity, or movement.

10. In driving, "bottom up" distracters should be avoided.

The recommended guidelines that the TNO personnel developed from these core principles are discussed in Section 5 of this report.

Molino, Wachtel, Farbry, Hermosillo & Granda (2009).

This report reviews recent research about the possible effects on driver safety of roadside DBBs. The report updates earlier work, reviews potentially applicable research methods, and recommends an approach to future research. The study examined a range of

DBB-related independent variables that might affect a driver's response to such signs, and a range of dependent variables that might serve as measures of driver distraction or inattention. The potential research methods and the independent and dependent variables were weighted and integrated into a matrix to produce a set of alternative future research approaches. For a proposed initial study, three candidate methodologies were compared: an on-road study using an instrumented vehicle; a naturalistic study; and a study using unobtrusive observation. The on-road study was determined to be the best choice for the proposed initial study.

It should be noted that this project was performed essentially in parallel with the present study. Although both looked at the recent literature that addressed driver behavior and performance in the presence of DBBs, the two studies had different goals and took different approaches. The study by Molino and his colleagues was intended to identify gaps in our current knowledge and design a research strategy to begin to fill those gaps, with the ultimate goal of providing the FHWA Office of Real Estate Services with a sufficient empirical basis from which to develop or revise, if appropriate, guidance and/or regulation for the use of DBBs along the Federal Aid Highway System. These goals differed considerably from the present study, whose purpose was to review, not only the recent research literature, but also existing guidelines and/or regulations that have been developed in the U.S. and abroad to address DBBs. Finally, the ultimate goal of the present study was to take what is known from the research, combine this knowledge with what has worked for regulatory authorities, and recommend new guidelines and/or regulations that could be enacted by State and local governments, and private and toll road authorities, without the need or the ability to wait for the completion of additional research. The FHWA study had no such objective.

SECTION 3.

RESEARCH UNDERTAKEN OR PUBLISHED BY THE OUTDOOR ADVERTISING INDUSTRY

Over a period of many years, the outdoor advertising industry has commissioned a number of research studies from universities and private consulting organizations. To a large extent these studies, their methods and results, are not released to the public. Occasionally, or upon request, the OAAA will release the report of a commissioned study. In addition, internet research occasionally identifies excerpts of such work or information provided by manufacturers or sellers of space on billboards oriented to potential clients. Finally, patent searches occasionally identify new technologies of relevance in the field.

The on-premise sign industry, through its representative organizations such as the International Sign Association (ISA) and the United States Sign Council (USSC), has also sponsored research, some of which is available to the public for a fee through the organizations' web sites. The USSC website currently lists 15 documents available for purchase by the general public. Examples of such studies include those by Garvey, Thompson-Kuhn & Pietrucha, (1995), Garvey (1996), and Kuhn (1999). In addition, the ISA publishes a periodical called *Signline*, which reports on new developments, and often highlights legal challenges to on-premise signage.

Perception Research Services (1983), Young (1984).

A series of studies conducted by Perception Research Services (1983), and separately reported by its President (Young, 1984) was intended to "observe the attention-getting ability of outdoor boards from the perspective of the individual in an automobile (Young, 1984, p. 19). This work measured the eyegaze behavior of 200 licensed drivers who viewed a 27 minute video of a drive through three metropolitan areas to "observe the stopping power of outdoor" (p. 19). Although insufficient detail was presented in the published reports to independently review the research, the results are illuminating. First, the author suggests that recall scores (based on questioning of the participants immediately after the simulated drive) "grossly (understates) the true impact of outdoor advertising … that outdoor is generating approximately two and one-half times as much attention as recall scores would ever indicate" (Young, p. 20). Second, the research found that "outdoor advertising located near highway signage tends to generate *greater* attention. We hypothesize that the highway signage tends to wake up the driver; his state of alertness increases and his attention to advertising and signage in the immediate area tends to get enhanced" (Young, p. 21). Finally, the research found that outdoor advertising attracts attention regardless of whether the displayed message is of interest/relevance to the driver or not. These findings, and particularly the last, obviously intended for an audience within the billboard industry, provide a useful comparison to the findings of several of the studies discussed in Section 2 of this report. In particular,

Young's finding that billboards attract a driver's attention whether or not the message is of interest or relevance, is quite similar to the findings of Crundall, et al. (1999), and Theeuwes, et al. (1998, 1999), both of whom showed that drivers do not, and cannot, ignore such irrelevant stimulation, even during the performance of a high priority task. Interestingly, Young's findings run directly counter to arguments routinely made by industry representatives in discussions with regulators – that there is no adverse safety consequence of billboards because, when a driver is engaged in a demanding task, he simply ignores the advertisement. An updated version of this report was issued in 2000, but has not been made public.

In addition to Perception Research Services, there are an unknown number of organizations that offer testing and assessment services to the billboard industry, or provide technologies to assist in such testing. Numerous technologies have been developed to perform such analysis, including simulator studies (PreTesting Company, Undated) billboard-mounted eye-tracking devices (Skeen, 2007), and others.

We are aware of only two billboard industry sponsored research studies that have addressed DBBs empirically. These studies have been comprehensively reviewed previously by Wachtel (2007), and the full details of those reviews are not repeated here. The interested reader can examine the full reviews at: http://www.sha.state.md.us/UpdatesForPropertyOwners/oots/outdoorSigns/FINALREPORT10-18-GJA-JW.pdf . Below, we have summarized the concerns that were discussed in the earlier reviews, as well as the comments of other independent peer reviewers. Overall, the reviewers have found serious weaknesses in both studies; weaknesses that call their findings into question. Conversely, in one of the two studies, data was collected but not fully analyzed or reported that should have led the researchers to conclude that there were, indeed, adverse safety consequences of roadside digital advertising signs.

Tantala & Tantala (2007)

This study was performed for the Foundation of Outdoor Advertising Research and Education (FOARE), an arm of the Outdoor Advertising Association of America (OAAA). The authors performed a post-hoc accident analysis study in which they reviewed statistical summaries of traffic collision reports, the originals of which had been prepared by investigating police officers. There are serious, inherent weaknesses in the use of this technique; such weaknesses have been understood and well documented for many years (see, for example, Wachtel and Netherton, 1980; Klauer, et al., 2006b, Speirs, et al., 2008). The use of this approach to relate crashes to driver distraction from DBBs, however, raises additional concerns. These issues are discussed below.

Limitations of Post-Hoc Accident Analysis.

Any post-hoc accident study, in which researchers review statistical summaries of traffic collision reports (TCRs) is limited, not only by the detail and accuracy of the original reports, but also by the inherent simplifications imposed by the coding system used to summarize the data in the first place. When a third party excerpts this summary

data for inclusion in a statistical data base, as is the case here, the level of detail and specificity that may have originally been present is further compromised. When such summary data are used to relate crashes to driver distraction that may or may not have been caused by the location and operation of DBBs, the interpretation of crash data is subject to further limitations, discussed below.

In addition to the general methodological concerns discussed above, there are several other important limitations to the viability of post-hoc accident analyses. These include:

- It has long been known that the majority of traffic collisions are never reported to, nor investigated by, the police. However, it was not until the conduct of the 100-car study (see, for example, Klauer, et al. 2006b) that researchers developed a "real world" understanding of the magnitude of this issue. The study documented 69 crashes that occurred to participants while driving their instrumented cars. Of these, 57, or 83%, were not reported to the police. If this statistic is applicable to the driving population at large in the U.S., then the fact that less than 20% of all crashes are reported to the authorities suggests that post-hoc crash studies are underreporting crashes by a factor of five. We believe that this problem is likely to be exacerbated with distraction accidents, for reasons to be discussed below.

- Unless a reported crash involves major property damage, serious injuries, or fatalities, any police investigation is likely to be cursory. In most States, only a serious crash requires a specialized investigative team to examine the precursors to the accident (evidence such as skid marks, debris fields, etc.) and to prepare a supplemental report. For the vast majority of police investigated accidents, no in-depth investigation is performed.

- As a result of the typical limited investigation, the crash location is generally identified as the point of rest (POR) of the involved vehicle(s) after the impact rather than the upstream location where the driver or drivers initially lost control or failed to pay attention. For a study of driver distraction or inattention, what matters is the location where the inattention or distraction occurred. The POR of the involved vehicle(s) is meaningless. In fact, since the POR may be a considerable distance downstream from the "distraction location," not only will the TCR (and its statistical summary) fail to provide the relevant information needed, but this summary data may lead to an artificial understatement of the relationship between the source of the distraction and the accident, should one exist. This is because more crashes will be coded as having occurred at a roadway location that is not related to the source of the distraction.

- Drivers who are involved in crashes as a result of their inattention or distraction are unlikely to willingly report their pre-crash behavior to an investigating officer (Wallace, 2003b, Speirs, et al. 2008), due to concerns about legal liability, insurance surcharges, or points on a driver's license.

Indeed, the driver may not even be aware of having been distracted or inattentive.

- As a result of a driver's inability or unwillingness to recognize distraction as a potential factor, an investigating officer is likely to check a box on the TCR such as "failure to yield right-of-way," or "following too closely" for expedience.

For these reasons, it is likely that the traffic collision summaries evaluated in this study represent a substantial underreporting of the true total number of crashes that occurred on the road sections studied within the analysis period. Further, it is likely that the classification scheme (using vehicle point of rest as the accident location) artificially reduces any true correlation between DBB distraction and driver errors that result in loss of control, and, at the same time, artificially increases correlations shown to be unrelated to DBBs.

Erroneous Underlying Assumptions.

The roadway sections for which data (accident report summary statistics) were collected for this study rest on two basic underlying assumptions made by the authors. The first assumption rests, in turn, on their determination of the distance from which a DBB could be seen by an approaching driver. The second rests on the researchers' decision to exclude from their data analysis those crashes that resulted from what they called "data bias" or "intersection bias." We believe that these determinations, and the assumptions based upon them, were seriously flawed. Each will be discussed in turn.

Assumptions about the Visibility Distance to DBBs.

The authors, justifiably, intended to analyze those crashes that occurred in the vicinity of DBBs, i.e. those roadway sections in which an approaching driver could first *see*, and subsequently *read* the message on such billboards. In other words, the crashes of interest would be those that were initiated (i.e. where a driver first lost control or first failed to attend to the driving task) during the time and within the road section that a DBB was within the visibility or legibility range of an approaching driver. We would want to compare such crashes to those that occurred on comparable roadway sections where no DBBs were visible or legible.

It is imperative, therefore, that the researchers identify, in advance of data collection, those roadway sections which were, and those which were not, within the visibility and legibility ranges of the seven DBBs that they studied. To support their determination of these locations, the authors provide the reader with five different terms, none of which are clearly defined in the report. These terms are: "visible range from route," "viewer reaction zone," "viewer reaction distance (VRD)," "viewer reaction distance zone", and "viewer reaction time (VRT)." The only one of these terms that is given a definition is this tautological and confusing description of VRD: "… Viewer Reaction Distance (is) how far from a billboard that the driver is potentially within the 'influence' of the

billboard" (p. 45, 79). In other words, viewer reaction distance is the distance in which the viewer can react to the DBB. Instead of providing a meaningful or operational definition of this key term, the authors explain that "reasonable values for VRD were previously determined in previous studies, and are a function of the driver's speed." But no such previous studies are cited, and no other basis for the VRD formula is offered. Regardless of the basis for the determination of VRD, however, the researchers' statement that it is a function of speed is simply wrong. Clearly, the *distance* at which a driver can first see, and then read, any sign (DBBs included) is independent of speed; it is only viewer reaction *time* that would be affected by speed. This is a critical error, because this false assumption led the authors to identify those road sections upstream of each DBB for which they would collect and review the accident summary data. If these roadway sections were inappropriately truncated, and we will show below that this was the case, potential billboard-related crashes would be missed, and the identified correlation coefficients would be artificially and incorrectly reduced.

But the consequences of this error are even greater because of other mistakes made by the authors.

They report that, at 65 MPH, the VRD is approximately 0.2 miles with a VRT of 10 seconds (p. 79). But calculation demonstrates that, at 65 mph (95 ft/sec), 0.2 miles is traversed in 11 seconds, not 10. In addition, if the actual speed limit was 60 mph (88 ft/sec) and not 65 mph (see below), 0.2 mi requires 12 sec to travel. Thus, reviewing only those crashes that occurred within a 10 second VRT window would exclude an unknown number of crashes that might have occurred when a DBB was visible to an approaching driver. Further, the accuracy of the authors' selected VRD is further reduced because they made no allowance for the fact that billboards on the opposite side of the roadway from the driver's direction of travel (what they termed "left readers") have a longer viewing time than those on the near side, and by their commingling of VRD with their measurement of "distance to the nearest billboard" (pp. 45-46) - a term which they do not define.

But their error in relating VRD to speed exacerbates this problem. Although Table 2-3 (p. 15), "Visible Range of Billboards Along Interstate Routes;" is never discussed in the report, a review of its content sheds light on the issue. The table shows the "visible range," in miles and feet, for each of the seven DBBs in the study. Although never defined, visible range appears to represent the maximum distance at which each of the seven DBBs studied could be seen by an approaching driver; these distances range from a low of 0.28 to a high of 2.15 mi upstream of the sign. Translating these distances to time at 65 mi/hr, the DBB with the shortest visible range (#4) would be within an approaching driver's visual range for 15.6 seconds, and the billboard with the longest visible range (#5) would be visible for 118.9 seconds, nearly two minutes. Thus, the researchers' decision to review only those crashes within 10 seconds upstream of any billboard is insufficient even to assess the potential influence of billboard #4, the one with the shortest visible range - no less any of the other six, all of which were visible for greater distances, in one case more than ten times the limit chosen for data collection.

In summary, the consequences for compromising the validity of the data of this study are potentially high because the researchers' erroneous assumptions, even in light of their own documented sight distances, led them to exclude all crashes that might have been initiated in roadway segments further upstream from each of the billboards than they chose to study, but well within the visibility range of those billboards.

In addition to issues of sight distance, it should be obvious that every visible DBB along the route will have a different VRD and VRT depending upon numerous other factors, for example, sign location, elevation, angle toward the driver's eye, brightness, size of characters, roadway geometry, etc. None of these factors are addressed in the report.

If we look at legibility distance rather than visibility distance, the problem with the researchers' assumptions is similarly problematic. To take one example, if we assume (based on accepted industry practice) that 1 in of character height on a sign permits a legibility distance of 40 ft, and that a 14 ft tall billboard face (as were all seven in this study) with a character height of 75% of the available height or 10 ft 6 in (a reasonable assumption based on scaling the DBB images in Figures 2-4 and 2-8 of the report), then the legibility distance of such a sign would be 5040 ft (0.95 mi), nearly *five times* the VRD assumed by the authors.

So, if even the *legibility distance* of some of the DBBs studied is greater than the *visibility distance* accepted for analysis by the authors, there is a serious problem with the data that forms the basis of their conclusions. Further, given the size, brightness, and frequently changing imagery on DBBs, it is reasonable to assume that crashes initiated within a given sign's visibility distance must be considered, well beyond the legibility distance. In short, it is reasonable to assume that the gaze of an approaching driver might be attracted to, and that such a driver might be capable of reading, a DBB at far greater distances and for far longer periods of time, than the authors chose to evaluate in this study. It is reasonable to conclude, therefore, that the crash data accepted for inclusion in this study, based on the researchers' artificially constrained assumptions of VRD, has resulted in a substantial understatement of the true number of crashes that have occurred within the visibility and legibility range of the DBBs studied.

Finally, because Viewer Reaction Zone is never satisfactorily defined, the results reported in Tables 4-1 to 4-4 cannot be verified. Similarly, because the Visible Range is not defined, the results reported in Figures 4-2 to 4-9 must also be questioned.

"Data Bias" And "Intersection Bias"

One of the more troubling decisions made by Tantala and Tantala was to exclude from analysis any reported crashes that were attributed in the accident summaries to what they called "data bias." The reader cannot know exactly which such biases were excluded, because they are never clearly defined and because the descriptions of them change throughout the report. Indeed, as shown below, some of the stated biases are listed in certain report tables but not others. Their "data biases" included:

- Deer hits (sometimes called animal related)[6]

[6] Discussed in Tables 4-5, 4-6, pp. 45, 49, 77

- Driving under the influence of drugs or alcohol[7]
- Adverse weather[8]
- Speeding[9]
- Senior related[10]

While it might be argued that deer hits, speeding, and DUI-related crashes were appropriately excluded from the data analysis, it is understood that most crashes have multiple causes, and it is possible that driver distraction may have played a role in some or all such crashes as secondary factors even if it had not been identified as the primary cause in the original TCR. On the other hand, it is recognized that adverse weather conditions place higher perceptual and cognitive demands upon the driver, the very kinds of increased workload for which researchers, traffic safety experts, and regulatory authorities express the greatest concern about the potential distracting effects of DBBs. In addition, older drivers (as well as young, novice drivers) may be at higher risk for distraction-related crashes, particularly when driving demands are high (see, for example, Chan, et al., 2008, Speirs, et al., 2008, Fisher, 2009). Thus, the exclusion of such "data bias" from their analysis raises additional questions about the basis for the researchers' underlying assumptions. The authors' supporting statement that: "A more fair and unbiased comparison of accident data would exclude accidents from known causes" (p. 63) is neither explained nor justified.

But it is their decision to exclude accidents in the vicinity of interchanges, called "interchange bias" (pp. 49, 77), that is particularly troubling. In their own words, the authors excluded interchange-related crashes because interchanges are where "drivers undertake additional tasks such as changing lanes, accelerating/decelerating, negotiating directions, and attention to others undertaking these additional tasks" (p. 78). It seems obvious that such driver demands associated with intersections are the very types of challenges that are of concern to the traffic safety community, and because interchange areas are among the prime locations for high visibility billboards, their elimination from this study is a cause for concern. If there is one issue about which all of the research about billboard distraction and all of the published guidelines and regulations agree, it is that billboards, and particularly DBBs, should not be located near interchanges, precisely for the reasons that Tantala and Tantala excluded such accidents from their analysis. Indeed, the Farbry, et al., (2001) study for FHWA specifically noted that intersections and interchanges were highly demanding road locations, and that such locations should be included in any study of electronic billboards. Thus, the authors' decision to ignore all such data is of concern.

Although the decision to exclude crashes in the vicinity of interchanges is problematic for the "temporal" (before-and-after) study that the authors conducted, it is more harmful in that section of the report that deals with "spatial" factors. One concern is that the reader cannot know which accidents were excluded due to "interchange bias" because the

[7] Discussed in Tables 4-5, 4-6, pp. 45, 49, 77
[8] Discussed in Table 4-5, pp. 49, 77 ("snowfall" and "icy roads" on pp. 49, 77)
[9] Discussed in Table 4-6
[10] Discussed in Table 4-6 (age 65 and above)

authors describe this exclusion zone in two conflicting ways within the same sentence. They state, in part, that they excluded "those accidents and billboards on interchanges (entrances/exits) within one mile (1/4 mile on each side of an interchange)" (p. 78). Regardless of whether they actually excluded accidents within ½, 1, or 2 miles from interchanges, any resulting findings are confounded by the fact that at least three of the seven billboards chosen for study (#3, Figure 2-8; #4, Figure 2-10; #7, Figure 2-16) appear, from photographs, to be in close proximity to interchanges. Thus, given that some percentage of accidents in the vicinity of these DBBs was excluded due to the signs' proximity to the nearby interchanges, this artificially lowers the true number of crashes that may have been contributed by driver distraction due to these DBBs. As a result, the data for "bias adjusted" crashes in Tables 4-7 through 4-10, and in Figures 4-11 through 4-17 must be questioned.

Figure 1 below, taken from the ClearChannelOutdoor website, shows the researchers' Billboard Number 3 and its proximity to an I-90 interchange. As discussed above, Billboards 4 and 7 are also close to interchanges. This leads to the rhetorical question – if accidents in the vicinity of interchanges are excluded due to "interchange bias," and if DBBs are very close to interchanges, how can one capture and analyze accidents that occur close to the billboard? (Note that the authors provide no information about the proximity of any of the DBBs studied to the nearest interchange).

Figure 1. Proximity of DBB #3 to an interchange. This same DBB is shown in Figure 2-8, p. 16, of the Tantala study. It is also Site # 22 from the Lee, et al (2007) study, discussed in detail below.
(Source: http://www.clearchanneloutdoor.com/products/digital/don/cleveland/index.htm)

Decades of research into driver distraction has shown that alert, experienced drivers can tolerate some distraction when their task demands are not high, but that all drivers have upper limits on their cognitive capacities, and that there are certain road, traffic, and environmental conditions that may increase cognitive demands to the extent that additional sources of distraction should be avoided. Thus, the exclusion from analysis of some of the very types of crashes that might be *expected* to occur in the vicinity of DBBs is troubling, and, as with the decision to artificially truncate the data collection in road

sections upstream of DBBs, results in a likely substantial understatement of the actual crash statistics that took place in road sections where drivers were able to observe these DBBs. Taken together, the choice of crash types to exclude is a serious weakness of this study, given that some of the very kinds of crashes excluded are those that would be of direct relevance to the potential for distraction caused by billboards.

In summary, the authors' decision to exclude from study crashes that may have been affected by certain "biases" is critically flawed because it overlooks a basic understanding of traffic crashes – that they are frequently multi-causal – and it is precisely when such multiple factors are at play – adverse weather, older drivers, complex interchanges, speeding - that cognitive demands on the driver are increased and that irrelevant distraction cannot be tolerated. In other words, one should not exclude such factors because they cause "bias" – these are exactly the factors that interact to increase the likelihood of a crash when other factors such as inattention or distraction are present, and they must be investigated.

Inappropriate Statistical Methods, Assumptions, Analyses.

A key concern, raised by peer reviewers, about the findings of this study is that because of the limited before-and-after data collection periods (24 months) the sample sizes obtained are too small to conduct a meaningful statistical analysis. In addition to this concern, however, there remain others about the appropriateness of the research methods used and the results reported.

The analysis performed in this study is based on what the authors call "commonly accepted scenarios relating accident density to billboard density, to 'viewer reaction distance,' and to billboard proximity (how far the accident is from the nearest billboard)." But none of these terms is defined, no references to prior research are provided, and the conceptual drawing used to explain these assumptions in Figure 4-1 (p. 46) provides nothing more than a visual illustration of the authors' narrative statement. Thus, it is not possible for a reader to form an independent opinion of what was actually done, what assumptions were made, and how the data was collected and analyzed.

There are numerous examples of the erroneous use of statistics, both in terms of assumptions made, errors in application, and misuse of findings.

For example, the researchers define annual average daily traffic (AADT) as "the total volume of traffic in both directions of a highway or a road for one year divided by 365 days" (p. 33). But in their calculation of accident rates at "digital-billboard locations" (a term that they do not define), they fail to account for the fact that the seven DBBs studied were single-sided (i.e. they faced only one direction of travel). Thus, the authors have overstated the actual AADT by a factor of two, and the actual accident rate is therefore twice as high as reported.

In a section of the report titled "Accident Density and Billboard Density," it is clear that the researchers have inappropriately commingled DBBs with traditional billboards along

the route. By including all billboards in their metric for billboard density, they nullify both their ability to compare digital with conventional billboards, as well as their opportunity to compare digital billboards with the absence of billboards (an expressly stated objective of the study). This weakness is exacerbated because of their failure to control for the roadside environment (geometry, interchanges, presence of other objects in the roadside environment that might attract a driver's attention, etc.) in areas where billboards were present from those where they were not. For these reasons their statement that: "If a noticeable correlation between billboards and accidents exists, then one would expect a significantly larger number of accidents in areas with relatively high billboards densities" (p. 78) is unsupportable.

As part of their statistical treatment of the data, the authors invent meaningless terms such as "noticeable correlation" (p. 78). Further, despite their correct understanding that correlation does not imply causation, they suggest otherwise on several occasions (see, for example, pp. 2, 98). Further, they inappropriately suggest that no correlation less than 1.00 is indicative of any relationship. For example, they state: "Statistically, a correlation coefficient of 0.7 or smaller is considered to indicate 'weak' correlation, at best, and does not indicate much difference from correlation coefficients of zero" (p. 81). Quite to the contrary, results from traffic safety research in the real world would typically consider correlation coefficients of 0.7 to be quite high.

The researchers undertook both a "spatial analysis," discussed above, and a "temporal analysis" to examine the incidence of crashes at locations where billboards had undergone conversion from traditional (fixed) to digital display. Data was collected for 18 and 24 months prior to, and after, the conversion. Although this before-and-after analysis is a necessary component of such an analysis, it is not sufficient. There is, in fact, an essential weakness to the temporal analysis performed in this study. That is that the researchers failed to compare the data at the billboard conversion sites to data at comparable locations at which there were either no billboards present, or billboards that were present but not converted to digital. It is possible that crash rates remained essentially the same in road sections featuring converted billboards (as these authors reported), but actually decreased in sections that included non-converted billboards, or at non-billboard locations, during the same before-and-after study period. This very result has been found in an earlier study of a single digital billboard near Boston (Massachusetts Outdoor Advertising Board, 1976), and led directly to the order that the sign be removed.

This failure of the temporal analysis underlies the authors' inability to answer the question that they posed early in the report: "…what is the statistical relationship between digital billboards and traffic safety?" (p. 4). This question is the one that should have guided this research. However, the next sentence, also posed in the form of a question, asks: "Are accidents more, less, or equally likely to occur near digital billboards compared to conventional billboards?" Unfortunately, it was this second question that guided the research, not the first. In other words, this study was not designed to investigate the potential impact on crashes of digital billboards compared to the *absence* of billboards; rather, it made the unjustified and unstated assumption that conventional billboards were the acceptable baseline for comparison with DBBs. As a result of this

assumption, the research methodology did not include true comparison sites where billboards were absent, and thus any assessment of the contribution to crashes from DBBs against a true baseline were impossible.

The announcement of the availability of this report on the website of the OAAA stated that this study "offers conclusive evidence that traffic accidents are no more likely to happen in the presence of digital billboards than in their absence." Clearly, since the researchers made no comparisons between crashes in the presence and absence of DBBs, this claim is unsupportable.

Oversights, Omissions, and Evidence of Bias.

As discussed above, the metrics that the authors used to define the roadway sections for which accident report summaries were analyzed were called "viewer reaction distance" and "viewer reaction time". Obviously, each of these values is determined, in part, on the posted speed limit or on prevailing speeds. The authors claim that they used speed limit as their determinant, and that the posted limit was 65 MPH in all cases (p. 79). But this is incorrect. Figure 2 below clearly shows the posted Speed Limit to be 60 MPH. Although the reader cannot know whether this speed was in effect at all of the studied sites, it was clearly the case for DBB #4. The significance of this error would differ for each site, depending upon the sight distance for drivers approaching the billboard in question. At 60 MPH, a driver approaching a DBB will be able to see and read the billboard for a longer period of time than would be the case at 65 MPH, thus requiring data to be collected and analyzed for a longer roadway section upstream of the billboard, and far longer than any section that the authors chose to use. In other words, possible driver distraction from a DBB might well have occurred earlier than the authors reported, and, as a result, possible distraction-related crashes were artificially excluded from the database.

Figure 2. Image showing DBB #4 adjacent to posted Speed Limit signs. This image shows the same DBB depicted in Figure 2-10, p. 17 of the Tantala study. Interchange signs can clearly be seen, as can an additional billboard in the driver's view. This is the same sign represented as Site No. 42 in the Lee, et al. report discussed below. (Source: http://www.clearchanneloutdoor.com/products/digital/don/cleveland/index.htm)

The authors fill their report with information irrelevant to the study, while ignoring information of interest. For example, on pages 23-27 and in Tables 3-1 and 3-2, they describe in detail the total number of miles of interstate highways in the state and county, the terminus of each roadway, and the base and surface type of all pavements. On pages 29-31, they provide cursory information about the location of each of the studied billboards – again providing data on road surface and previous state work projects, and repeating, verbatim, information already presented on pages 10-11. However, no information is given about relevant concerns such as horizontal and vertical curvature, merges or lane drops, presence of official signage, proximity of DBBs to interchanges, multiple billboards within a driver's line of sight simultaneously, or intersection characteristics such as entrances, exits, gores, etc., either for the system as a whole or within the vicinity of the studied DBBs.

Bias is evident throughout the report. For example, the authors' state that their numbering system for the billboards studied was "arbitrary" (p. 10), but a review of the website of the billboard owner, ClearChannelOutdoor, shows that this information was supplied by them. Several figures and tables in the report are taken directly from the ClearChannel

website, and a ClearChannel executive was quoted as saying that his company had "hired" the researchers to perform the study (Slobodzian, 2007).

It is typical in a research study such as this for the authors to identify prior research and other sources that have informed their assumptions, methods, and conclusions. However, despite listing 17 references, none are actually cited in the text. In addition, references made within the report of prior research are not accompanied by citations; thus it is not possible for the reader to verify the basis of the authors' claims.

Author Response.

One of the two authors of the paper, in a letter sent to the Director of Right-of-Way for the Texas Department of Transportation (Tantala, 2007) responded to the previous Wachtel (2007) review and took issue with a number of statements made in that review. This section discusses the Tantala response, and our conclusions based on a review of the response and a resultant re-review of the paper and our comments to it.

The Tantala letter takes issue with two major criticisms that were included in the Wachtel report (and are discussed in detail above). First, Tantala argues that the Wachtel criticism of the report's exclusion of accident analyses beyond the VRD (approximately 0.2 miles upstream of the DBBs at 65 mi/hr) "misrepresents our analysis, because we did not exclude larger ranges. In fact, our analysis compiled statistics for a wide range of vicinities" (p. 1). A review of the Tantala letter and a re-review of the original report reinforce our original criticism. The key phrase in the Tantala letter is: "...we examined accident data and statistics..." While that may be true, any such data and statistics were not analyzed, and no supportable conclusions could be drawn from them. Indeed, the Tantala letter refers the reader to two report Tables (2-3 and 4-11) and two Figures (4-24 and 4-25) in support of his arguments. Our re-review of Table 2-3 (p. 11) confirms that this table merely identifies the "visible range" for each of the seven DBBs. Table 4-11 (p. 84) shows "correlation coefficients of various comparisons," and the one of relevance here, accident density vs. VRD, simply reaffirms our criticism. Finally, the two cited figures (pp. 90, 91) present nothing more than summary statistics (raw accident counts) without analysis.

The second point made in the Wachtel review with which Tantala takes issue is that "the review opines that our analyses should not exclude 'bias' factors because accidents are often multi-causal and those are the very factors that increase the likelihood of accidents" (p. 2). Tantala expresses his agreement with Wachtel's opinion, and states "we did include this in part of our study. In fact, we performed an analysis that included all data collected and compiled by the State of Ohio.... This robust, comprehensive and all-inclusive data-set includes the very multi-causal accidents that the review references" (p. 2)." But the Tantala letter provides no link or reference to any pages, tables, or figures in the report where a reader might find these all-inclusive analyses (those in which the stated biases were included in the analyses). Indeed, our re-review of the paper, undertaken as a result of the Tantala letter, finds no such analyses. In fact, only Table 4-5 (p. 54) addresses the all-inclusive vs. bias-adjusted accidents, and it merely presents the

summary statistics of raw accident counts and accident rates with no accompanying analysis. In contrast, after stating: "A more fair and unbiased comparison of accident data would exclude accidents from known causes" (p. 63), the report presents a series of four tables (4-7 through 4-10) and seven figures (4-11 through 4-17) that present "the number of accidents with statistical bias events excluded within the visible range" (p. 63). If there was any comparable presentation of the all-inclusive data within the report, this reviewer could not find it.

In summary, Tantalus's letter defending the study against Wachtel's criticisms does nothing to challenge the points made in the review and, as a result, reinforces the original concerns raised by Wachtel.

Lee, McElheny, & Gibbons (2007).

As is the case for the Tantala and Tantala study discussed above, this study was performed for the Foundation for Outdoor Advertising Research and Education (FOARE), an arm of the Outdoor Advertising Association of America (OAAA). It, too, has been previously reviewed (Wachtel, 2007), and the complete report can be accessed at: http://www.sha.state.md.us/UpdatesForPropertyOwners/oots/outdoorSigns/FINALREPORT10-18-GJA-JW.pdf . Below we will review the major reported findings of the Lee, et al., study, and discuss our principal concerns about the efficacy of this work.

The approach to this study was completely different from that of Tantala and Tantala, although the two studies used the same DBBs. In this study, an instrumented car was driven along a prescribed route by a volunteer sample of drivers, and some of their driving behaviors and eye glances were recorded as they passed previously identified and defined locations.

Study Overview.

In the main study, 36 participants drove an instrumented vehicle along a pre-determined 50-mile route on surface streets and interstate highways in the Cleveland, Ohio area. During the drive, the participants passed a number of DBBs, conventional billboards, "comparison" and "baseline" sites. In the final 8 sec of their approach to each of these sites or "events," the direction of their eye glances was recorded, along with their lane keeping and speed maintenance performance. A subset of 12 participants also drove a similar, but shortened, route at night.

Methodological Concerns.

Eye Glance Recording.

Eye movement recording and analysis is a time-proven method for determining where drivers are looking as they drive. Until recently, however, it has not been possible to obtain precise eye glance data (with a precision of 1 deg or better) without the use of

highly intrusive, head mounted equipment. The trade-off is to use recording equipment that is mounted on the dashboard or other interior vehicle structure, but the weakness of this less intrusive system is that eye glance information can then be obtained only for more gross directions of gaze. In other words, while it is possible to record the general direction in which a person is looking, it is not possible to know with confidence the exact object (no less an image within that object) being viewed, or the distance from the eye at which that object is located. Because this study employed such vehicle-mounted equipment, the researchers could report only on the general direction of gaze and could not identify if, or when, a participant was looking at a specific object (such as a DBB) in the visual field.

Eye movement recording equipment must be calibrated separately for each participant, and this calibration should be performed both before and after each participant's drive. This is because eyeglance recording equipment can "drift" over time, vehicle vibration during the drive could have changed the mounting position of one or more cameras, or the driver could have adjusted the seat or otherwise shifted his or her position while driving. Unfortunately, the authors calibrated the equipment only after each participant had driven the route, and thus could not know whether the eye glances that they captured were accurate and reliable.

Lack of control over site variables

The authors conducted their on-road studies on "interstate, downtown, and residential road segments" (p. 27). Given that all five DBBs (study sites) were on interstate highways, the decision to include some of the control sites (baseline, conventional billboards, comparison sites) on roads other than interstates confounded the data collection and made meaningful comparisons across sites impossible. When conducting field research, the goal must be to reduce, wherever possible, extraneous sources of variability. In this study, the decision to include study sites (DBBs) on interstates and some control sites (the reader is not told which or how many) on surface streets leads to additional uncontrolled sources of variability. Some of the significant differences between these two types of roadways, any or all of which may have affected the data, are: traffic speeds and flow; illumination levels; sight distances; access control; at grade vs. grade separated intersections; presence or absence of traffic signals; and divided vs. undivided traffic.

Even for the five DBBs that were the principal focus of this research, the authors seem to have made no attempt to identify, no less control, extraneous variables such as traffic speeds and volume, horizontal and vertical curvature, or other roadway and traffic characteristics that might have interacted with the variables of interest. Further, the distance between adjacent study sites was often very short. For example, using the Haversine formula, we calculated the distance between Site 37, a DBB, and Site 36, a baseline site, as less than 1.2km. Other studied sites might have been even closer to one another. Thus it is likely that the visibility ranges for adjacent sites overlapped, confounding eye gaze and vehicle performance measurements and comparisons.

The researchers selected some study sites on the right side of the road and some on the left, then recorded and analyzed whether drivers glanced in the direction of these sites as they approached and passed them. In some cases they found examples of participants looking in the direction opposite to the site being studied. When such behavior occurred in the presence of billboard sites, they interpreted this to mean that the billboard did not draw the driver's attention. But there is no evidence to suggest that they sought to identify or control for the possible presence of billboards or other attention-getting targets that may have existed opposite from their study sites or otherwise within the driver's field of view simultaneously. In other words, when they selected a study site on the right, there is no indication that they made sure that there was nothing on the left that might capture the driver's attention. If, in fact, they did not identify and control for such opposing sites, then the eye glance data that they captured are suspect. Since they do not report any efforts to evaluate and control for such conditions, one must assume that they did not do so. In short, it is entirely possible that glances to the left when a billboard was on the right (or conversely) were made because there was a competing, perhaps more compelling, site across the road from the study site that was neither controlled nor evaluated. Figure 1, for example, shows the DBB that served as Site # 22 on the right side of the road[11]. But the figure also shows a large billboard on the left side of the road that appears in the center of the image. If the researchers captured eye glances straight ahead or to the left at this location, they might have been due to the participant looking at this uncontrolled billboard. A similar concern exists for uncontrolled sites that might exist on the same side of the road as a site of interest and within a driver's field of view as he or she approached that site. Given the lack of precision of the eye gaze data obtained, there was no way for the researchers to know whether a particular participant was looking at the study site or an unidentified site visible simultaneously for which they did not control.

Although the five DBBs studied were all of the same size, the reader is given little information about other important characteristics of these signs; characteristics that could have had a direct impact on their attention-getting qualities, such as their height, angle to the drivers' line of sight, and proximity to the road. Further, the reader is told little about roadway geometry, prevailing traffic speeds and volume, etc. Any of these factors may have affected the comparability of sites. Even though all five DBBs were 14' high and 48' wide, they were mounted at very different heights relative to the road surface. Further, there was no consistency of sizing of conventional billboards or signs on the comparison sites. Indeed, the researchers state that conventional billboards included a "few" that were of other sizes, including "standard poster, junior paint, and 10'6" x 36' bulletins" (p. 21). Since the size of a billboard or other sign, and thus the size of the characters that can be displayed on it, likely has a direct relationship to the distance from which it can be seen and read, this failure to control for sign size and other characteristics relative to a sign's visibility and legibility range is an important oversight. In our opinion, without any effort to control these basic site and sign characteristics, it is difficult for the researchers to defend any interpretations they may have made from their data in comparing driver responses to DBBs against responses in other locations.

[11] Note – this figure was taken from the ClearChannelOutdoor website – it was not shown in either of the two studies discussed herein although we have confirmed that it is the study location cited in the reports.

Confounding of data collection sites.

The researchers selected four types of "events" or "sites" at which to collect data. For the main (daytime) portion of this study, there were 5 DBB locations, which we have called study sites, and three other types of locations, which we have called control sites. The latter included 15 "conventional billboards," 12 "baseline sites," and 12 "comparison sites." Because the report provides no images or drawings of any of the 44 locations, and because the descriptions and definitions of the site characteristics, particularly for the baseline and comparison sites, are vague and inconsistent, it is not possible for the reader to determine just how these site types compared to one another. For example, at one point, the authors state that baseline sites contained no signs of any kind (p. 6). At another, the reader is told that some baseline sites (the authors do not state how many) in fact, did contain signs. A more serious concern, however, is with the multiple, conflicting definitions and descriptions of the comparison sites. The reader is first told that comparison sites are "similar to items you might encounter in everyday driving" (p. 8). On page 21, these sites are described as "areas with visual elements other than billboards." Later on the same page the reader is told that some of these sites included on-premise signs, variable message signs, and "digital components." Finally, Table 2 (p. 22) describes one comparison site as a "tri-vision billboard" and three others as "on premise LED billboard(s)." To the average motorist, and from the perspective of driver distraction potential, the distinction between an on-premise and an off-premise digital sign display is meaningless. One must conclude that at least some of the comparison sites may have been just as visually compelling and distracting, if not more so, than the DBB sites that were the principle focus of the study. Clearly, this intentional confounding of study and control sites (the researchers selected each of the sites to study) would artificially reduce any adverse findings from DBBs by showing them to be no worse than existing sources of distraction present at the comparison sites.

As expected, the study's findings bear out this concern in that, for many measures, the DBB and comparison sites elicited similar results, and these results differed, often significantly, from those obtained at conventional billboard or baseline sites. The problem for the researchers is how to treat these findings given their *a priori* inappropriate site selection decisions; the problem for the reader is how to interpret them. In our opinion the approach adopted by the researchers is seriously flawed. It takes the clear evidence found in this study that roadside digital advertisements (whether on- or off-premise) are associated with adverse driver performance, and manipulates this evidence to suggest that there is no problem with digital billboards because drivers are equally distracted by other "comparison" sites. In short, the authors' false assumption that their chosen comparison sites were appropriate control locations against which to compare the effects of DBBs enables them to slant their findings to suggest that, because driver performance in the presence of digital billboards is similar to their performance in the presence of these equally distracting "comparison" sites, there is no cause for concern about the safety of DBBs. We believe that the data suggests otherwise, as discussed below.

The choice of an 8-second data recording interval.

The researchers chose a time period of 8-sec in advance (upstream) of each site during which to record driver performance and eye glances. This data recording period ended when the instrumented vehicle passed each event. The assumption that 8 sec was a reasonable data capture interval, and the researchers' ability to define and measure this interval, raises several methodological concerns.

At 65 mi/hr, the presumed speed on the freeways studied, a vehicle travels approximately 95 ft/sec. Thus, during an 8-second interval, a vehicle will travel 760 ft. The accepted practice for highway signs is that 1 in of letter height can be read from approximately 40 ft. So, for a billboard with 24 in high characters, the sign can be read from approximately 960 ft. Indeed, several of the billboards used in this study likely included characters much larger than 24 in and thus could be read at even greater distances (given clear sight lines upon approach). Figure 3, enlarged from Figure 2-4 (p. 13) of the Tantala and Tantala study, depicts characters approximately 84 in high (the DBB face is 14 ft tall). These characters are theoretically legible (no less visible) from a distance of 3,360 ft. At 65 mph, this sign could be read for approximately 35 sec, more than four times the data collection interval used in this study. In addition, because of the brightness, contrast, and image quality of digital billboards, and the fact that (in Cleveland) their messages change every 8-seconds, it is apparent that driver attention to the billboard may be initially attracted at far greater distances than those at which the message can actually be read. As a result, the choice of an 8-sec data recording interval is likely to result in a substantial understatement of the distracting effects of digital billboards compared to other roadside sites including more traditional billboards and on-premise signs.

Figure 3. An enlargement of the DBB that served in both the Tantala & Tantala and Lee, et al. studies. Scaled measurement shows the numerals to be approximately 84 in. high.

The authors state that they chose an 8-sec data collection period because the "digital billboards were programmed to change messages instantaneously once every 8 seconds; an event length of 8 seconds thus made it highly likely that a message change would be captured during the event" (p. 21). This argument is flawed for several reasons. First, as described above, the sight distance and legibility distance, coupled with the size of the signs studied and their character height, demonstrates that digital billboards can be seen and read far earlier than 8 sec in advance of the sign, thus suggesting that the data recording interval should have been much longer. Second, had the researchers selected *any* data recording interval longer than 8 sec, it, too, would have permitted them to capture a message change during each driver's approach to the event. Finally, despite their understanding of the potential importance of a driver observing a message change during his or her approach to the DBB, the researchers never actually reviewed or analyzed any data related to this message change, and therefore had no way to evaluate any possible driver response to it.

Some signs are located perpendicular to the driver's direction of travel. Others, such as some two-sided billboards and many on-premise signs, may be located at other angles, including parallel to the driver's direction of travel (such as when mounted on a building façade). In addition, the lateral distance of each sign from the driver's line of sight varies greatly as a result of factors such as: lateral distance from the road edge, and the number and width of lanes, medians, and shoulders. If the same 8-sec point for passing a sign was applied regardless of sign angle and lateral distance, then some signs would be visible to drivers for less time than others, thus rendering the 8-sec recording interval inconsistent across the studied sites.

In summary, the researchers' choice of an 8-sec data recording interval was inappropriate for several reasons, and resulted in unequal exposure to signs of interest across sites. A more appropriate way to determine the data collection interval would have been to identify the point at which a billboard or other sign of interest fell outside a predetermined angle of view from the driver's line of sight along the road axis, and to define the data recording interval upstream from that point. This would have assured a more equitable, and comparable, identification of sight distance and would not have had the effect of artificially reducing the available glance times and control measurements made for the signs of interest in this study.

Measurement of nighttime luminance levels.

The authors measured the luminance levels of different sites at night. They took these measurements from the participant-driver's eye position, a decision which masked and minimized the actual brightness differences between the DBBs and the other sites. A more appropriate comparison would have been from measurements taken directly in front of each of the signs of interest (as recommended in, for example, TERS, 2002; NYDOT 2008a) so that the authors could be sure that they were comparing sign against sign without the contribution of the general ambient environment. Several other weaknesses affected this measurement approach. First, taking measurements from the driver's position would have yielded non-comparable readings even if every sign had the same luminance, merely because the signs were positioned at different angles to the driver, and

were located at different horizontal and vertical distances from the driver's eye. Second, the authors do not state whether some of the (non-DBB) sites measured at night were those on surface streets and whether there were fixed luminaires within the range of the luminance meter at such sites. The presence of fixed lighting would also have reduced the actual luminance differences between DBBs and other sign sites. Third, since the DBB displays changed every 8 sec, the luminance levels on these signs changed accordingly. Thus, unless the researchers measured each DBB with the identical display (highly unlikely), they would have no way to compare the light output of the different DBBs. They would not know, for example, whether measured differences between DBBs were due to actual sign output, different brightness settings, or differences between displayed messages. Despite these limitations in measurement strategy, however, and despite the fact that the digital billboards were automatically dimmed at night, the authors recorded nighttime luminance levels at the driver's eye position that were, on average, 10 times greater for the DBBs than for baseline sites, approximately 3 times brighter than sites with conventional billboards, and approximately 2.5 times brighter than comparison sites. The authors' state: "this probably explains some of the driver performance findings in the presence of the digital billboards" (p. 68).

Inappropriate and Inconsistent Statistical Treatment.

Eye glance recording and long duration eye glances.

One of the greatest weaknesses of this study is the authors' failure to follow their own recommendations as expressed in their review of the work by Wierwille (1993), Horrey and Wickens (2006), and the "100 car study," (Dingus, et al., 2006). This error is compounded by their questionable decision to analyze and present only selected data that they collected, choosing not to report their own findings that might have undermined their conclusions. These actions require some explanation.

The authors collected and recorded four types of eye glance behavior at each of the four types of sites: glance frequency, glance duration, average duration per glance, and total eyes-off-road time. Of these four measures, those that deal with the duration of eye glances off the road are of the greatest relevance because long duration eye glances at distracting stimuli have been implicated as predictive of crash risk in several prior studies, including those by Wierwille (1993), Smiley, et al., (2005), Horrey and Wickens (2006), and Klauer, et al., (2006a). Lee and her colleagues are clearly aware of this work, as they state as early as the study abstract: "Various researchers have proposed that glance lengths of 1.6 seconds, 2.0 seconds, and longer may pose a safety hazard" (p. 6). The authors follow this statement with an overview of their own results, in which they claim to have found no pattern of longer glances to the digital billboard sites: "An examination of longer individual glances showed no differences in distribution of longer glances between the four event types" (p. 6); and: "An analysis of glances lasting longer than 1.6 seconds showed no obvious differences in the distribution of these longer glances across event types" (p. 9). These two statements are misleading, and wrong, as discussed below.

In their introductory description of eyeglance results (p. 52) the authors list the seven questions that they sought to answer with the eyeglance data collected. The seventh question was: "Are longer glances (longer than 1.6 s) associated more with any of the event types?" This is, of course, a key question, because of recent research that identifies such "longer glances" as being associated with a higher crash risk. After listing the seven questions, Lee and her colleagues present a summary and analysis of their findings relative to each. For six of the seven questions, they performed an analysis of variance (ANOVA) to analyze the data, and they report their tests of statistical significance in both graphical and narrative form (see Figures 17-22, pp. 53-58). It is only for the key Question 7, the one that addresses longer glance durations that the authors apparently performed no such analysis and offered no test of statistical significance (see Figure 23, p. 59). The reader might ask why, but the authors provide no explanation. After restating Wierwille's recommendation that 1.6s be used as a criterion representing a long glance away from the roadway, and after again explaining that their approach in analyzing this data followed that recommended by Horrey and Wickens, "who suggest analyzing the tails of the distributions whenever eyeglance analysis is performed" (p. 59), Lee and her colleagues failed to perform this analysis. Instead, it appears that they performed nothing more than a visual inspection of the data presented in their Figure 23 (p. 59), the figure that depicts the distribution of glance durations for the four different event types. Perhaps as a result of performing only this visual inspection, they state: "As shown in Figure 23, the distributions of glance duration were similar across all event types, and there was no obvious pattern of longer glances being associated with any of the event types" (p. 59). This statement is wrong, as discussed below.

This failure to report key findings is even more surprising because of the results that the researchers obtained in response to their Questions 5 and 6. These two questions asked whether the "mean single glance time" varied according to the type of event. Question 5 asked this question for events on the left side of the road; Question 6 addressed events on the right side of the road. In both cases, the Lee and her colleagues found that digital billboards and comparison events had statistically longer mean single glance times than did baseline or conventional billboard events ($F_{3,73} = 3.59$, $p = 0.0176$ left, and ($F_{3,77} = 3.73$, 0.0147 right), and that the DBB and comparison sites did not statistically differ from one another. In addition, in an effort to "increase power and verify the above findings" (p. 60) the researchers aggregated the left and right eyeglance data. This combined analysis confirmed with statistical significance ($F_{3,91} = 4.98$, $p = 0.0030$) that "digital billboards and comparison sites did not differ from one another, but each differed from conventional billboards and baseline events" (p. 60).

These findings alone should have led the researchers to statistically evaluate the longest such glances, the tails of the distribution, as they said they would in posing Question 7, and as they did for every other question.. But they did not do so.

Figure 4, below, reproduces the authors' Figure 23 (p. 59) together with its original caption.

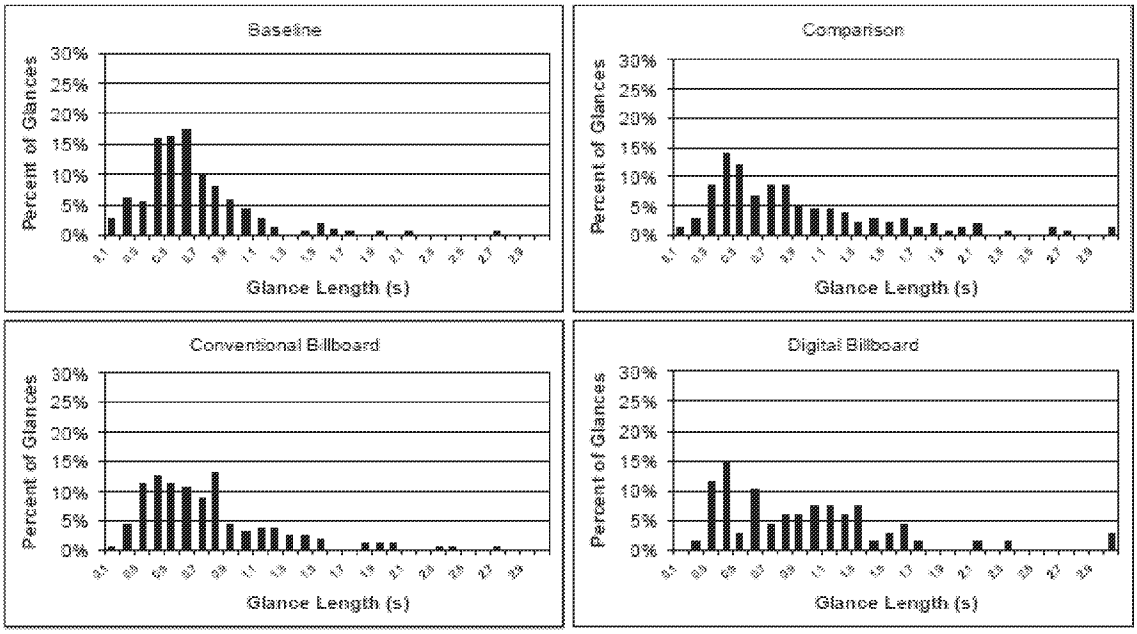

Figure 23. Tails analysis for the distribution of glance duration, (method described in Horrey and Wickens, 2007).

Figure 4. A reproduction, in original size, of the authors' Figure 23 (p. 59), together with its original caption.

The authors do not provide sufficient information about these measured glance durations to permit the reader to perform an independent analysis of their data. However, an inspection of enlargements of these four charts enables a non-statistical independent review of their findings. Using the tails analysis as recommended (but not performed) by the authors (following Horrey and Wickens), and using both 1.6 sec (the Wierwille criterion) and 2.0 sec (the 100-car study cut-point), we find the following:

> Approximately 5.5% of baseline sites and 7.5% of conventional billboard sites captured glances of 1.6 sec or longer compared to 13% of DBBs and 16% of comparison sites.
>
> Approximately 2% of baseline sites and 4.5% of conventional billboard sites captured glances of 2.0 sec or longer, compared to 7% of DBBs and 8% of comparison sites.
>
> No glances longer than 3.0 sec were made to either the baseline or conventional sites, but glances of 3.0 sec or longer were made to both DBBs and comparison sites.

In summary, this visual inspection of the researchers' data suggests that long glances occur two-to-three times more often with DBBs and comparison sites than they do with baseline or conventional sites, and that the longest glances (3.0 sec or longer) occur *only* with these sites. These results suggest important differences for the longest glances, the

ones that highway safety experts are most concerned with. One must ask why the authors chose not to perform a statistical analysis of this data, particularly when they did so for every other set of eyeglance data, and why they reported that their visual inspection of these data suggested that there was "no obvious pattern of longer glances being associated with any of the event types" (p. 59). The report offers no explanation.

Misleading and Inconsistent Reporting and Evidence of Bias.

Throughout the report, there are conflicting and inconsistent statements, and evidence of bias.

Was this a "naturalistic" study?

Although described by the authors as a "naturalistic study," and modeled superficially upon the much larger, 100-car study performed at the same institution – (Dingus, et al, 2006; Klauer, et al. 2006a,b), this study exhibits few of the characteristics of a true naturalistic study (Hanowski, 2009).

Although they used an instrumented vehicle with on-board cameras, and although their participants drove the route without a researcher present in the vehicle, this study differs significantly from the 100 car study in several key ways. First, the four on-board cameras used to record views of the road and of the drivers' glances were not unobtrusive as they were in the 100 car study. Rather, they were prominently located on the driver's side A-pillar and adjacent to the rear view mirror. These camera locations are shown in Figures 8-10 of the report (pp. 32-33). Second, the duration of the present study was less than two hours per participant, whereas, in the 100 car study, participants kept their instrumented vehicles in their possession and used them daily for several months. Third, participants in the present study had to follow a prescribed route (to ensure that they would pass the DBBs and other events that were the subject of the study), using a set of printed instructions taped to the dashboard, whereas in the 100 car study, participants were free to drive when and where they chose in the course of performing their daily activities. In short, whereas the participants in the 100 car study may well have become acclimated to their test vehicles over time and ignored the fact that they were participating in a research study, the participants in the current study were fully aware that their performance and behavior was being monitored and recorded – thus their behavior could not reasonably be described as "naturalistic."

Literature Review.

The authors' approach to their literature review is illustrative of the bias shown throughout the report. There is a long history of published literature examining the relationship of roadside billboards to crashes and to driver behavior. Relevant studies dating as far back as 1934 have been identified and reviewed by others; and research continues to be conducted and reported to the present day. The authors chose to discuss only a small, highly selective subset of these studies. As will be seen below, it is clear that the studies reported, particularly the early work in this field, were selected because they were supportive of the authors' position. When they cite studies that reported findings at odds with their position, the authors dismiss them as poorly done or irrelevant;

conversely, studies that report findings consonant with these authors' views are praised with descriptors such as "rigorous."

Their reporting about two early epidemiological studies is illustrative of their approach to the literature. The authors cite an article by Rykken (1951), a two-page interim progress report on a roadside study conducted in Minnesota. They quote from Rykken: "...no apparent relationship was found between accident occurrence and advertising sign type or location" (p. 12). What they fail to say, however, is that Rykken called his result "a very preliminary study of approximately 170 mi. of the 500 mi. study segment (p. 42). Significantly, Lee, et al. fail to cite the final report of the subject study (Minnesota Department of Highways, 1951) which concluded, in part: "An increase in the number of advertising signs per mile will be accompanied by a corresponding increase in accident rate" (p. 31), and "intersections at which four or more (advertising) signs were located had an average accident rate of approximately three times that for intersections having no such signs." This final report has been extensively cited and reviewed by previous researchers. Wachtel and Netherton (1980), in particular, discussed it at length. It is puzzling, therefore, why these authors cited the interim progress report and ignored the final document.

Lee and her colleagues followed the same approach in their review of a parallel study conducted in Michigan. They cite an interim study report by McMonagle (1951) that looked at only partial findings (p. 12), and ignored the study's final report (Michigan State Highway Department, 1952) which found that illuminated advertising signs showed "an appreciable association with accident locations" (p. 6).

In a confusing discussion about a study by Rusch (1951) which analyzed crash reports on Federal and State highways in Iowa, the authors fail to report on Rusch's own published results, and offer no evaluation of his actual study. Instead, they cite a brief review by Andreassen (1985) (ignoring all other published reviews of the Rusch work) which stated, in part: "the greatest number of inattention accidents occurred on the sections where business and advertising predominated as the roadside property usage, but this does not prove anything about the effect of advertising signs on accident occurrence" (p. 13). Given that Rusch's actual findings, despite methodological weaknesses that often affected these early field studies, demonstrated that the number of accidents was more than double in the study section (where 90 percent of the businesses and roadside advertising signs were located) than in either of the two control sections, given that "inattention" accidents predominated over both "business" and "other" accident categories in this study section, and given that the results were confirmed after statistical correction for mileage per segment, the researchers' treatment of this study is puzzling.

Obfuscation of Study Purpose and Intentional Confounding of Study Sites

The stated purpose of this study was to "assess the effects, if any, of digital billboards on driver behavior and performance" (p. 8), *not,* as suggested in the Abstract, to ascertain whether driving performance in the presence of digital billboards was similar to performance in the presence of other, primarily on-premise, digital signs. As discussed

above, the researchers clearly found that DBBs *did* have an adverse impact on driving performance, and the fact that this adverse impact was similar to the adverse impact from similarly distracting signs that might have been on- rather than off-premise does not diminish this finding nor make it acceptable. The authors admit that "there are measurable changes in driver performance in the presence of digital billboards" (p. 6), and, as demonstrated in the body of their report, these changes are adverse and statistically significant. It is inappropriate to suggest that such adverse impacts are deemed acceptable (or "safety neutral" in the authors' coinage) merely because they "are on a par" with the adverse effects of other digital signs that happen to be other than billboards because they may be located on the premises of roadside businesses.

Baseline sites should have been, as stated in the abstract, "sites with no signs." But, as described elsewhere in the report, an unidentified number of them *did* contain signs, thus diminishing their potential to serve as true control sites and, likely, minimizing the differences in glance behavior between DBBs and true baseline sites.

In direct conflict with a statement in the Abstract, and as discussed in detail above, longer individual glance patterns (greater than 1.6 and 2.0 seconds) *did* show differences (actually, rather dramatic differences) between the event types. In fact, per the authors' own statements elsewhere in the report, and as shown by several other researchers, these differences at the tails of the distributions for glance duration may be critically important in assessing the true impact of digital billboards on driver performance and behavior. Similar misstatements are made throughout the Executive Summary, and will not be repeated here. However, the expressed "finding" that: "An analysis of glances lasting longer than 1.6 seconds indicated that these longer glances were distributed evenly across the digital billboards, conventional billboards, comparison events, and baseline events during the daytime" (p. 7) is clearly inaccurate. Critically, the data discussed in this "finding" was not analyzed by the researchers in accordance with their own data analysis recommendations, nor was such data even collected for the abbreviated nighttime study, when we would have expected such findings to be even more dramatic than they were in the daytime study.

The authors identified five DBBs for study. These are identified by latitude, longitude, route number, and side of road in Table 2 (p. 22), and shown graphically on a map in Figure 2 (p. 23). With this information, that reader can view images of these DBBs from either the Tantala report or from the website of ClearChannelOutdoor, at http://www.clearchanneloutdoor.com/products/digital/don/cleveland/index.htm . Examination of Figures 1 and 2 in our report may lead the reader to question the accuracy of the authors' statement that: "The Cleveland digital billboards…were located off to the side of the roadway in straight-away sections of interstate with no interference from hills, curves, or intersections" (p. 19).

The authors provide voluminous data for irrelevant issues (e.g. 124,740 video frames analyzed, 96,228 data points collected, 8,678 eye glances identified, etc.) but offer no information useful to readers who might want to know what was actually studied. For example, there are no images of any of the billboards or other sites studied, there is no

indication of the precision with which eye gaze was captured, etc.). It appears as if the researchers intended to overwhelm the reader with useless information in an attempt to avoid questions about the real issues.

There are numerous statements throughout the report that, on the one hand, are irrelevant to the study, and, on the other, demonstrate a clear pro-billboard attitude. Some examples:

> "The lead author of this report recently participated on an expert panel charged with providing recommendations for a minimal data set to be included on police accident reports; billboard were never raised as a possible distraction…" (p. 11).
>
> "After a long gap in research, there were a few additional studies in the 1960's through the 1980's, none of which demonstrated that billboards were unsafe." (p. 11)
>
> "The national crash databases do not mention billboards in their list of driver distractions." (p. 14)

Findings that DBBs are "Safety Neutral."

The authors invented the term *safety neutral* (p. 10) to describe their conclusions about the impact of DBBs on driver distraction and performance. They state: "Although there are measurable changes in driver performance in the presence of digital billboards, in many cases these differences are on a par with those associated with everyday driving, such as the on-premise signs located at businesses" (p. 6). In other words, the authors say, because other roadside distractions such as their "comparison sites" (which, they note elsewhere, contained multiple signs, changeable message signs, and digital, flashing, and video displays) are also associated with difficulties in speed and lane maintenance and excessively long glances away from the forward roadway, DBBs should be considered *safety neutral* because their adverse effects on driver performance are similar to the effects from these other digital advertising signs..

The authors are able to reach this conclusion because of their intentional confounding of the DBB and comparison sites. The intentionality of this confound is demonstrated by the fact that the researchers had complete freedom to select the (50-mile long) study route and to choose the test sites anywhere along that route. That they chose "comparison sites" which often included digital signs, changeable message signs, and flashing and video signs, made it highly likely, even prior to data collection, that they would find similar results from these "control" sites and from the DBB sites, and that they would thus be unable to demonstrate whether the DBBs were more or less distracting to their participant drivers.

As expected, the researchers found quite similar driver performance and behaviors at these two types of sites, and these performance and behavior variables differed, in the critical area of eyeglance behaviors, from the two other types of sites studied (conventional billboards and baseline sites). The clear lesson, had the researchers chosen

to accept it, was that sites containing digital imagery with changing messages (whether on- or off-premise) were more demanding and more distracting than sites devoid of such sign characteristics. Yet, the authors took this obvious conclusion and twisted it in favor of their biases by reporting that DBBs were "safety neutral" because the adverse, and potentially unsafe, driver behaviors that they observed at such sites were generally similar to the behaviors that they observed at the comparison sites. This conclusion, accompanied by the authors' contrived term "safety neutral" seems to reflect obvious bias, and flies in the face of efforts to promote highway safety by reducing, not increasing, the number of irrelevant, distracting, roadside stimuli.

Correlation and causation.

Throughout the report, the authors confuse the terms *correlation* and *causation.* Although it is clear that they understand the important differences between these two types of statistical analysis, they often slip into the erroneous mode of citing a study whose sole purpose was to measure correlation, and criticize that study because it failed to prove causation. These fallacious comments are in line with a long tradition in the outdoor advertising industry of suggesting that there can be no relationship between billboards and traffic safety because billboards have never been shown to *cause* accidents.

Nighttime data collection.

Digital billboards are of particular concern to traffic safety experts at night, due to their ability to achieve high brightness and contrast levels, their high resolution imagery, and their visually compelling message changes, all of which can act to capture the attention of the driver at the expense of other targets in the visual scene (such as official signs and signals, pavement markings, and other vehicles). Because of the recent emphasis on the tails of the distribution in research studies and the long-standing practice of road safety considerations for the 85th (or higher) percentile, it is increasingly recommended to researchers that they examine the "high risk" or "worst case" scenarios in their studies, particularly when time, budget, or logistical constraints limit the number of participants. We question, therefore, why Lee and her colleagues chose to perform only a limited night-time study, one which included, *by design*, too few participants to enable the researchers to analyze their data statistically. This decision is particularly troubling because, as might have been hypothesized, the researchers found indications of greater distraction by digital billboards vs. control sites at night. In fact, unlike the daytime study, they found that all four of their eyeglance measures showed that DBBs and comparison sites were more distracting and attention-getting than the conventional billboard and baseline sites (pp. 64-66), and, they believed, at least some of these findings "would show statistical significance" in a larger study (p. 64).

SECTION 4.

HUMAN FACTORS ISSUES

As shown by the diversity of the published literature in this field, concerns about the potential impact of DBBs on road safety are based on a number of human factors concepts and principles. Much of the discussion about human factors issues is captured in the reviews of research and the development of, and recommendations for, guidelines and regulations of DBBs that appear in other Sections of this report. This section presents a brief overview of these key human factors issues.

- *Conspicuity* is often defined as the ability of a stimulus to stand out from its background. Traffic engineers want to ensure that official traffic control devices (signs, signals, and markings) are sufficiently conspicuous, day and night and in all weather conditions, that they communicate their message to the driver unambiguously, reliably, and in a timely manner. But the large size of roadside billboards (typically 14 ft by 48 ft), the placement of some such billboards close to, or directly within, the driver's line of sight, frequently changing messages and images that can appear to be flashing, and extremely high levels of illumination, tend to make such billboards highly conspicuous, particularly at night. As a result, the conspicuity of official traffic control devices and of other visual signals required for safe movement (e.g. vehicle reflectors, brake lights and turn signals as well as the vehicles themselves) may be reduced, with a consequential reduction of safety.

- *Distraction and inattention*. It is important to distinguish between these two terms, which are often confused. Inattention involves the failure of a driver to concentrate on the driving task for any reason, or for no known reason at all. It is distinguished from distraction in that it may have no known cause, and possibly no remediation. Conversely, distraction is a failure of concentration on the driving task that is a direct result of some activity or stimulus that triggers this failure to concentrate. Distraction may be due factors internal to the driver, such as fatigue, medication, illness, alcohol, or a focus on unrelated issues. It may be external to the driver but internal to the vehicle, such as mobile telephone use, adjusting the vehicle's controls or non-safety-related equipment (e.g. radio, navigation system, heating or air conditioning), conversations with passengers, or other non-driving related behaviors such as reading, grooming, or singing. Finally, distraction may be due to factors that are external to the vehicle, including vehicular, pedestrian or bicycle traffic, buildings, scenic vistas, roadside businesses, or advertising signs, including billboards. Whereas it may be impossible to control for the inattention that affects all drivers from time to time, many of the causes of distraction can be controlled.

- *Information processing*. One reason why official traffic control devices are designed as they are is to ensure that they meet certain basic human factors requirements. These requirements are described in the MUTCD, in Section 1A.02, as:

  A. Fulfill a need;
  B. Command attention;
  C. Convey a clear, simple meaning;
  D. Command respect from road users; and
  E. Give adequate time for proper response.

  The MUTCD implicitly recognizes that information contained on official signs will be ineffective, and thus, possibly ignored, if the message demands too much time or effort by the road user to read, understand, and act. To this end, the Manual specifies the language for standardized word messages on signs, prohibits the display of Internet addresses and recommends, for example, the avoidance of phone numbers with more than four characters. The only exceptions to this Standard and its associated guidance are for signs that are intended for viewing only by pedestrians, bicyclists, occupants of parked vehicles, and "drivers of vehicles on low-speed roadways where engineering judgment indicates that drivers can reasonably stop out of the traffic flow to read the message" (p. 2A-2). The requirements and guidance in this section of the Manual also apply specifically to Changeable Message Signs and to logo panels on specific service signs. The demands on a driver's information processing capabilities are addressed in the MUTCD, not only for the content of individual signs, but for the placement and spacing of signs as well. For example, the manual recommends that signs should be located only on the right side of the roadway (with certain exceptions) "where they are easily recognized and understood by road users" (p. 2A-8), and, because of increases in traffic volumes, a priority for sign installation locations should be established. Such a priority suggests that regulatory and warning signs whose location is critical, should be displayed in preference to guide signs where conflicts may occur. Less critical information, such as that on guide signs, should be moved to less critical locations or omitted, because "overloading road users with too much information is not desirable" (p. 2A-11). The Manual also requires that signs requiring different decisions by road users "be spaced sufficiently far apart for the required decisions to be made reasonably safely" (p. 2A-8), and recommends that, with specific exceptions, signs should be individually located on separate posts or mountings. Yet billboards are often placed on the left side of the road, frequently are placed in close proximity to one another, often on the same mounting, are do not generally adhere to good human factors practice that suggests restrictions to the amount of information conveyed on the sign.

- The *Zeigarnik Effect*. In 1927, Russian psychologist Bluma Zeigarnik demonstrated that tasks that have been initiated by humans but, for whatever

reason, interrupted before they could be completed, lead to feelings of anxiety and a desire to complete the task. In the years since the original demonstration of what we now call the Zeigarnik Effect, it has been shown that the discomfort related to task interruption has broad implications. For example, it is thought that it is this phenomenon that causes drivers to continue looking at the changing messages on DBBs o learn what comes next; and it is the basis of the technique used in advertising in which a complete message is "sequenced" across several different signs or multiple message changes of a single sign.

- *Brightness and glare*. Brightness is the subjective impression of the luminance of a sign, and glare is a physiological response. The majority of public complaints about DBBs concern their excessive brightness, particularly at night, to the extent that they become the most conspicuous item in the visual field, and draw the eye away from other objects that need to be seen. The photograph shown in Figure 5 was taken by the author of a DBB from a distance of six miles. The photograph was taken at 7:52 AM, and has not been altered in any way.

Figure 5. Unaltered photograph of a DBB from a distance of six miles

- *Legibility and readability*. Signs, to efficiently communicate a message, must be legible and readable. Specific design characteristics of official traffic signs such as font, letter size, color and contrast between figure and background, etc., have been specifically selected and mandated after years of empirical

testing to be optimized for legibility and readability under all conditions so that they can communicate their messages quickly and unambiguously. As one example among many, the MUTCD suggests that "word messages should be as brief as possible and the lettering should be large enough to provide the necessary legibility distance. A minimum specific ratio, such as 25 mm (1 in) of letter height per 12 m (40 ft) of legibility distance, should be used" (p. 2A-7). Conversely, billboards may display no such properties. Instead, they tend to exploit the same human factors characteristics discussed above to ensure that the signs take more time to read, demand multiple glances to communicate the intended message, etc. Indeed, billboards often mix multiple font designs and sizes, multiple colors of figure as well as background, even text written sideways or upside down on the sign, to achieve an impact that is quite the opposite of that for which official signs strive.

- *Novelty*. In human factors, it is known that a novel stimulus, one that a driver has not encountered previously, is likely to capture attention and lead to a response merely because of its novelty. Hence, when new safety treatments are applied to the roadside environment, the research that is performed to test the effectiveness of such treatments is typically postponed until the "novelty effect" has passed. When traditional, static billboards display the same message to drivers for weeks or months at a time, it is widely believed that drivers begin to ignore the signs. However, DBBs present a new and different image every few seconds, and because such images can be immediately downloaded to such signs from remote locations, the signs have the capability of presenting a unique, novel image and message to a driver every time the sign is approached.

- *Sign Design, Coding, Redundancy*. As discussed above, the key design features of official traffic control devices include size, shape, color, composition, lighting (or retroreflection), contrast, legibility, and simplicity and reasonableness of message. These features are intended to be used, in varying combinations, to draw attention to the devices, to produce a clear meaning, to permit adequate time for response, and to command respect from the road user. TCDs are designed to be uniform, unmistakable, placed and operated uniformly and consistently, and removed if they are unnecessary. "Uniformity of devices simplifies the task of the road user because it aids in recognition and understanding, thereby reducing perception/reaction time" (p. 1A-2). DBBs, on the other hand, follow none of these principles of uniformity or consistency.

- *Visual attention*. Our attention may be drawn to, or captured by, an object such as a billboard either because we make a conscious effort to attend to it ("top down") or because some characteristic of the object (e.g. size, placement, brightness, etc.) captures our attention without volitional intent ("bottom up"). The first type of visual attention is also referred to as "search conspicuity," whereas the second is known as "attention conspicuity." Road

and traffic safety experts take advantage of bottom up visual attention capture by: employing unique colors for traffic control devices when challenging conditions are present (e.g. the use of orange for construction and work zones), outfitting emergency response vehicles with flashing lights and sirens, and by using flashing beacons and/or flashing messages on road signs when urgent safety warnings must be communicated. DBBs, more than any previous technology used for roadside advertising, are capable of commanding drivers' attention by employing extremely high luminance levels, bright, rich colors, and a pattern of message display that may appear to flash.[12]

- *Positive Guidance*. Positive Guidance is an analytical tool developed by FHWA in the early 1970s based upon the pioneering work of Alexander and Lunenfeld (1972). The tool is based on the premise that drivers can be given sufficient information about road hazards when and where they need it, and in a form that they can use to enable them to avoid error that might result in a crash. The tool integrates knowledge from both human factors and highway engineering to produce an information system that is matched both to the characteristics of specific roadway locations and the capabilities of drivers. Alexander and Lunenfeld developed operational definitions of the driving task and driver "expectancy," the primacy of needed information and the manner in which that information should be presented, the concept of decision sight distance, and the consequences of system failure. The Positive Guidance tool has been used, nation-wide and internationally, for more than 30 years.

- *The Moth Effect*. Green (2006) reviewed research that suggests that there is a "moth effect" that may cause drivers to not only look in the direction of a bright light source on the side of the road, but inadvertently steer in that direction as well. Perhaps more appropriately seen as a variant of the physiological mechanisms of phototropism or phototaxis, in which the eye is drawn to the brightest objects in the field of view, the moth effect has been described by some as causing crashes as a result of a driver's loss of lane maintenance due to a combination of reduced optic flow and an "intense attentional fixation on a roadside target" (p. 18).

[12] For more than 25 years, a debate has raged between the outdoor advertising industry and the road and traffic safety community over the issue of whether changeable message billboards present "flashing" messages. Most regulatory documents, throughout the U.S. and abroad, specifically prohibit signs that use flashing lights or messages. And the billboard industry has routinely defended DBB technology by stating that such signs do not flash. The MUTCD defines "flashing" as "an operation in which a signal indication is turned on and off repetitively" (p. 1A-11). The U.S. Coast Guard publishes a "Light List" (USCG, 2006) in which it describes different "characteristics of lights" used in lighthouses and lighted buoys. Two of these light characteristics could be used to define the operation of most DBBs. An "alternating" light is one which shows different colors alternately; an "occulting" light is one "in which the total duration of light in a period is longer than the total duration of darkness and the intervals of darkness (eclipses) are usually of equal duration." Note that the duration of a displayed image and the duration of any dark or blank display between successive images, is not considered in any of these three definitions. Accordingly, if one were to apply any of these technical definitions rather than a more common dictionary definition DBBs would likely be classified as flashing signs.

SECTION 5.

CURRENT AND PROPOSED GUIDELINES AND REGULATIONS

In Section 2 of this report we reviewed recent research about the safety aspects of digital billboards prepared by authors in six countries in addition to the United States. It is instructive to note that, of these countries in which the greatest amount of research has been conducted, we are aware of five of them have developed and implemented guidelines under which such signs may be placed and operated. In addition, many States and local jurisdictions in the US have promulgated guidelines or regulations of their own, or have issued moratoria under which they will evaluate proposed guidance or regulations.

Below we have attempted to cite and explain all of the guidelines and/or regulations that we have found in countries outside the US. Because of the large and growing number of such regulatory documents in cities and counties in the US, however (we understand, for example, that 45 cities and counties in Texas alone have issued or are currently considering regulations on the control or prohibition of DBBs [Lloyd, 2008]), it is possible only to report on representative examples and, for these, to summarize only their most salient sections.

International Guidelines and Regulations

Queensland, Australia

Of all of the policy documents reviewed for this report, the most comprehensive was that prepared by the Traffic Engineering and Road Safety section of the Queensland (Australia) Government's Department of Main Roads. The purpose of this "Guide to the Management of Roadside Advertising" (TERS, 2002) is to assist the Department of Main Roads and local government agencies in their evaluation of proposals for roadside advertising, to assist in the development of roadside advertising management plans, and to provide information to advertisers to enable them to achieve their goals with a minimal adverse effect on traffic safety and movement.

Unique to the TERS document are a number of operational definitions that serve as a basis for the analysis which resulted in the guidelines and regulations promulgated. For example, four categories of roadside advertising are defined in the report. Given our focus on DBBs, we are concerned only with category 1, which includes "large free-standing devices" such as billboards and trivision signs.

Other key definitions include:

> Advertisements are considered to *directly distract* drivers if they convey information that is contrary to or in competition with information conveyed by *important official traffic control devices.*
>
> *Important official traffic control devices* are major regulatory, warning, or guide signs. For example, an initial regulatory speed sign is considered important, whereas repeater signs are not. The decision as to whether specific TCDs are or are not important is to be made by Main Roads district officers.
>
> Advertisements should not distract drivers in the proximity of *designated traffic situations,* such as "areas in which merging, diverging and weaving traffic maneuvers take place, 'open' railway level crossings, road intersection driver decision-making points in the vicinity of important official traffic signs, and reading and interpreting official traffic signs" (p. C-2).

Appendix C to the document, titled "Driver Distraction Potential," provides a specific and comprehensive series of flow charts (decision trees) and tables that enable an inspector to determine exactly what types and operational characteristics of advertising signs are permissible under different road and speed conditions. The identification of driver distraction potential and the resultant regulations is based on extensive human factors research, experience, and engineering judgment. The stated goal of these regulations is "to ensure that a high level of safety for the road user is maintained by managing competition for drivers' attention in locations where driving demands are great or where the road authority needs to convey important information to motorists on official traffic signs" (p. C-2).

Different categories of roads are described, with correspondingly different restrictions on advertising signage. For advertising devices beyond the right-of-way but visible from "motorways, freeways, or roads of similar standard," only non-illuminated signs or non-rotating static illuminated signs are permitted (p. 6-4). Where an advertising device is permitted on State-controlled roads, the same restrictions apply. Further, "variable message signs and trivision signs are not permitted on State-controlled roads" (p. 6-5). For those advertising devices that are permitted, a clear chart is provided (labeled Figure C6) that provides graphic depictions of the "device restriction area" (p. C-12).

In Australia, official signs are placed in accordance with a specific methodology described in the Austroads Guide to Traffic Engineering (AUSTROADS, 1988) which takes into account travel speed, sign content, and legend height. Accordingly, the TERS report identifies "longitudinal exclusion zones," roadside areas in the vicinity of official TCDs in which advertising devices are not permitted. The length of these exclusion zones is typically 1.2v on local streets, and 2.5v on multi-lane freeways (where v = speed), and increases to 5.0v in advance of on-ramps and 7.5v in advance of exit ramps. The report provides specific justification for each recommendation, and that given for ramps is typical:

> Estimating the speed of entering traffic on a high speed road is a complex task which requires a fair amount of preview free from extraneous information. The 5V requirement will provide a motorist travelling at 100 km/h with 18 seconds preview time in which to identify an on-ramp and change lanes if necessary. The downstream 2.5V separation distance allows for traffic to stabilize following the merge (p. C-3).

Although not every description is quite so comprehensive, the reader can, nonetheless, understand both the guidelines proposed and the rationale for them.

Sign brightness is discussed in detail in Appendix D, and the rationale for the development of guidelines is based, in part, on the work of Johnson and Cole (1976) who reported that "brightness from illuminated Advertising Devices directed at road traffic should be minimized under all conditions" (p. 20, reported in TERS, 2002).

The authors provide a clear distinction between two often confused key terms - luminance and brightness. Luminance is described as a characteristic of the advertising device itself that is independent of the environment in the vicinity of the sign. Luminance levels may vary across the face of the sign and the direction from which the sign is viewed. It is at a maximum when viewed from a direct frontal position, and falls off (diminishes) as the viewing angle becomes more oblique. Brightness, on the other hand, is a visual sensation experienced by the observer, which is affected by the sign's luminance (and the uniformity of that luminance across the sign face), as well as by its size, contrast, the viewing position of the observer, and characteristics of the observer him/herself (such as the effect of phototropism [the involuntary movement of the eye toward the brightest points in the field of view]). Since brightness is a subjective value, it cannot serve as a basis for regulation.

The report identifies three different "Lighting Environment Zones," and Table D1 identifies the maximum average sign luminance permitted in each zone for advertising signs visible from State-controlled roads. The authors state that the maximum levels were established following field investigations in two different areas of the State.

These maximum permitted luminance levels are

> In Lighting Environment Zone 1, 500 cd/m^2
> In Lighting Environment Zone 2, 350 cd/m^2
> In Lighting Environment Zone 3, 300 cd/m^2

for advertising signs of all sizes. Zone 1 is defined as an area with generally very high off-street ambient lighting such as central city locations. Zone 2 means an area with generally medium-high off-street ambient lighting such as major suburban business centers, entertainment districts, and industrial and/or community centers (which may include, for example, large gasoline service stations, parking lots or garages, etc.). Zone 3 is defined as an area with generally low levels of off-street ambient lighting, such as rural and residential areas.

TERS provides a specific methodology for the measurement of luminance against this standard. This methodology is summarized in Section 6 of the present report.

In addressing the characteristics of billboards that may be permitted, the report considers three different location categories:

1. Advertising outside the boundaries of, but visible from, State-controlled roads (except motorways),
2. Advertising visible from motorways, and
3. Advertising within the boundaries of State-controlled roads.

In Category 1, TERS provides an extensive discussion of DBBs, which it refers to as "electronic displays." It states: "Because electronic displays are conspicuous by design and have the greatest potential to distract motorists, the objective is to limit this potential" (p. 6-3). To achieve this objective, TERS requires that such signs may be installed only where:

- There is adequate advanced visibility to read the sign;
- The environment is free from driver distraction points and there is no competition with official signs
- The speed limit is 80km/h or less
- The device is not a moving sign (defined elsewhere in the document)

TERS further describes acceptable characteristics for signs that display predominantly graphics, with or without text:

- Long duration display periods are preferred in order to minimize driver distraction and reduce the amount of perceived movement. Each screen should have a minimum display period of 8 seconds.
- The time taken for consecutive displays to change should be within 0.1 seconds
- The complete screen display should change instantly
- Sequential message sets are not permitted
- The time limits will be reviewed periodically

Finally, TERS addresses DBBs that contain only text, as follows:

- The number of sequential messages … may range from one to a maximum of three; in locations with high traffic volume or a high demand on driver concentration, the number of sequential messages should be limited to two.
- Where a display is part of a sequential message set, the display duration should be between 2.5 to 3.5 seconds for a corresponding message length of three to six familiar words.
- The number and complexity of words used … should be consistent with the display duration.
- The time taken for consecutive displays to change should be within 0.1 seconds.

- The complete screen display should change instantaneously.
- In a text-only display, the background color should be uniform and non-conspicuous.

Advertising Devices beyond the boundaries of, but visible from motorways "are limited to non-rotating static illuminated and non-rotating non-illuminated formats" (p. 6-4). In other words, TERS does not permit changeable message signs, flashing signs, or DBBs of any type if such devices would be visible by motorists traveling on motorways. In addition, no advertising signs of any type (including those that are static, whether illuminated or not) are permitted within the restriction distances discussed above. TERS states: "In addition to the restriction areas … further restrictions may apply where Main Roads demonstrates that the traffic conditions require additional driver attention and decision making" (p. 6-4).

Finally, where advertising devices are permitted within the boundaries of State-controlled roads, such signs must be non-rotating static illuminated and non-rotating non-illuminated signs. Neither variable-message signs nor trivision signs are permitted on State-controlled roads.

It is with regard to the flash rate permitted for advertising signs that the TERs report differs most significantly from the prevailing guidance and regulations in the US. The authors explain that flashing illuminated advertising signs have the potential to distract drivers, and that the effects of such flashing signs are described by the *Broca Sulzer Effect* and the *Bartley Effect*. The former states that, at high luminance levels, the momentary luminosity shortly after the onset of a flash appears higher than the luminosity of a steady light of the same luminance. The latter states that, if a light is repetitively flashed, for example between four and ten times per second, the apparent brilliance of the light increases by as much as four to five times the actual luminance.

As a result of their understanding of these two phenomena, the TERS report permits a maximum flash rate of two flashes per second for devices visible from State-controlled roads in Lighting Environment Zones 1 and 2, but prohibits any flashing lights on advertising devices visible to motorists on State-controlled roads in Lighting Environment Zone 3. Flashing signs, or signs with flashing lights, are not permitted within the boundaries of State-controlled roads, nor within or outside the boundaries of motorways, freeways, or roads of similar character if they would be visible to motorists traveling on such roads.

In light of recent proposals from the States of California (Kempton, 2008) and Nevada (Martinovich, 2008) to consider public-private partnerships that might result in advertising on State-controlled roads, the TERS report provides useful guidance for "advertising devices provided as part of sponsorship arrangements" (Appendix A). The report describes a program in which "the Department may permit the erection of Advertising Devices for a defined period in exchange for … private sector sponsorship of road infrastructure and/or works (p. A-2). Examples of such projects include construction of a pedestrian footbridge over the roadway, roadside landscaping and tree planting, and

rubbish removal including removal of illegal Advertising Devices. Project sponsorship must be based on full and open competition, and the project must be warranted in its own right. For sponsorship of "major infrastructure such as pedestrian overpasses," the Department may permit: "third party advertising on the sponsored structure, on free standing advertising devices, or on existing overhead transport structures within the vicinity of the sponsored infrastructure;" in the case of roadside cleaning and/or landscaping, the Department may permit: "the erection of signs, which contain the sponsor's corporate logo, designating the start and end of the sponsored section of road" (p. A-3). Graphic examples are provided which depict a fixed sign displaying a corporate name on a pedestrian overpass, and four examples of signs depicting sponsorship of cleaning or landscaping projects, which are quite similar to FHWA's "acknowledgement signs" (D-14-1, 2 and 3) proposed for the next edition of the MUTCD (Capka, 2005).

The TERS document has also anticipated the growing use of vehicle-based advertising. Traffic Regulation 1962 s. 126 states, in part: "A person shall not, in respect of a vehicle on which or alongside of which an advertisement is being displayed – drive, or permit to be driven, that vehicle on a road or cause or permit that vehicle to stop on a road in such circumstances that the primary purpose for which the vehicle is being driven or stopped at the material time is business advertising, unless the person is the holder of a permit issued by (the Government)" (p. 3-4, 3-5).

In an effort to minimize driver distraction from billboards which contain lengthy or difficult to read messages, TERS suggests that designers of Advertising Devices consider the relationship between legend height, sign content (i.e. number of words) and speed environment that are used in the design of worded traffic signs and that are contained in the AUSTROADS document. TERS states that the applicant's use of such design guidance "may, in certain circumstances, be considered by the Department in the assessment process" (p. 5-7).

South Africa.

Of the guidelines and regulations identified for the control of outdoor advertising for this report, we found those in South Africa to be quite comprehensive, specific, and, perhaps, the most unusual. Based on a review of practice elsewhere, and reliant to a considerable extent on the work of du Toit and Coetzee (2001) and Coetzee (Undated), the South African National Roads Agency Limited (SANRAL) first issued its "Regulations on Advertising On or Visible From National Roads, 2000" (SANRAL, 2000) to deal with on-premise as well as billboard advertising, and included specific components that address DBBs. The regulations were first issued in July 2000, and were updated and re-promulgated in December of the same year.

SANRAL's terminology is somewhat different than that in the US, and it is important to understand these differences to ensure that the regulations are not misinterpreted. A "billboard," for example, may include "variable messages," and an "electronic billboard" has an "electronically controlled, illuminated display surface which allows all or a portion of the advertisement to be changed, animated or illuminated in different ways"

(p. 4). The term "animated" is used to mean that "the visibility or message of an advertisement is enhanced by means of moving units, flashing lights or similar devices, or that an advertisement contains a variable message" (p. 3) The regulations also distinguish "small" from "large" billboards. For both fixed and electronic displays, any billboard that exceeds 18 square meters in area is considered large. Thus, the majority of roadside billboards in the US would meet SANRAL's criterion for large (a typical US roadside billboard measures 14 ft x 48 ft, or 672 sq. ft, approximately 62.4 sq. meters. South Africa uses the term "road reserve" to mean essentially the same as "right-of-way" in the US.

Part B of the regulations contains provisions that are applicable to all advertisements. Section 6, Subsection 1 of this Part (excerpted below) identifies outright prohibitions on the grounds of "road safety and traffic considerations" by stating that no advertisement may:

- Be so placed as to distract, or contain an element that distracts, the attention of drivers of vehicles in a manner likely to lead to unsafe driving conditions
- Be illuminated to the extent that it causes discomfort to or inhibits the vision of approaching pedestrians or drivers of vehicles
- Be attached to traffic signs, combined with traffic signs, … obscure traffic signs, create confusion with traffic signs, interfere with the functioning of traffic signs, or create road safety hazards
- Obscure the view of pedestrians or drivers, or obscure road or rail vehicles and road, railway or sidewalk features such as junctions, bends, and changes in width
- Be erected in the vicinity of signalized intersections which display the colours red, yellow or green if such colours will constitute a road safety hazard
- Have light sources that are visible to vehicles traveling in either direction (p. 12).

Subsection 2 provides guidance for the reviewing agency to use when reviewing applications for advertisements that will face a national road. The Agency must consider each of the following 13 points to determine whether:

- The size of the advertisement, together with other advertisements in the area, if any, will affect the conspicuousness of road traffic signs by virtue of potential visual clutter
- the size of the advertisement, or any portion thereof by way of its colours, letter size, symbol, logo, graphics or illumination, will result in the advertisement having a distracting effect on the attention of drivers of vehicles to the task of driving and lead to unsafe driving conditions
- the number of road traffic signs and advertisements in any area constitute a driving hazard, due to the attention of drivers of vehicles being deviated from the task of driving and leading to unsafe driving conditions
- the colour, or combination of colours, contained in the advertisement correspond with the colours or combinations of colours specified for road

traffic signs in the regulations promulgated under the National Road Traffic Act

- the speed limit, and the measure of the traffic's adherence thereto, the traffic volume, the average following headway and accident history of the road demand more stringent control of outdoor advertising
- the amount of information contained in the advertisement, measured in bits, is within prescribed limits
- the advertisement is suitably positioned and orientated
- the position of the advertisement will negatively affect the visibility of, sight distance to or efficiency of any road traffic sign, or series of such signs
- the advertisement could be mistaken to represent a road traffic sign
- the illumination of advertisements is likely to distract drivers' attention from road traffic signs which are not illuminated
- the position of an advertisement would disrupt the flow of information from road traffic signs to drivers who encounter a series of road traffic signs intended for traffic regulation, warning or guidance, in cases where the applicable speed limit on the road exceeds 60 km per hour
- the position of any advertisement would potentially distract drivers' attention at places where traffic turns, negotiates curves, merges or diverges, or in the area of intersections or interchanges, or where drivers' uninterrupted attention to the driving task is important for road safety
- The distance of any advertisement before any road traffic sign, an advertisement's position in between road traffic signs or an advertisement's distance behind any road traffic sign is of such a nature as to distract a driver's attention from any road traffic sign (p. 12-13).

Many of these requirements and review criteria in the two categories discussed above are also used in other jurisdictions. In our opinion, some, including some of those in broad use, are somewhat vague and might be subject to differing interpretations. A third group category of SANRAL regulations, however, provides a unique and potentially useful approach to DBB guidance or regulation in the US. Specifically, those requirements that address the "flow of information from road traffic signs to drivers" and the "amount of information … measured in bits" contained within an advertisement have direct relevance to traffic safety and are firmly grounded in human factors research.

The Agency is given additional authority to "increase the minimum spacing between advertisements or place further restriction on the position, size and content of any advertisement it considers necessary, in the interest of road safety" (p. 13).

Where SANRAL's safety review criteria break new ground, however, is in two key areas that focus on the driver's information processing demands and limitations. Specifically, two of the review criteria above address the placement and content of the advertisement in terms of the amount (bits) of information contained on the sign, and the potential for the sign to cause disruption of the flow of information to the driver.

From a regulatory perspective these two evaluation criteria are unique. They are explained below.

Part B, Section 6, Subsection (f) requires that "the amount of information contained in the advertisement, measured in bits, is within prescribed limits" (p. 13). These limits are defined in Section 8, "Advertisement to be concise," which states, on page 14, that an advertisement visible from a national road must be concise and legible and comply with the following requirements:

> (a) No advertisement displaying a single message may exceed six bits of information in a visual zone and 10 bits on a road other than a freeway;
> (b) No combination sign, or any other advertisement displaying more than one advertisement or message, may contain more than six bits of information per enterprise, service or property, or per individual advertisement or message displayed on a combination sign;
> (c) Numbers longer than eight digits are not allowed;
> (d) A street number indicating specific premises must have a minimum size of 150 millimeters and a maximum size of 350 millimeters;
> (e) No message may be spread across more than one advertisement.

With the exception of item (d), which refers only to address numbers, and item (e), which relates to what we have called message sequencing and is discussed elsewhere in the present report, each of the requirements above impose an upper limit on the number and length of words, numbers, symbols, etc., that can be displayed on a roadside advertisement.

A "bit" of information is defined in Part A, Section 1 of the regulations as "the basic unit for measuring the length of advertising messages and may consist of letters, digits, symbols, logos, graphics, or abbreviations" (p. 4). Bits are operationally defined in accordance with the following table:

Information on Billboard	Number of bits
Words of up to 8 letters	1.0
Words of more than 8 letters	2.0
Numbers of up to 4 digits	0.5
Numbers of 5 to 8 digits	1.0
Symbol or abbreviation	0.5
Large logo and graphics	2.0

The term "bit," a contraction of the words binary digit, was first used in the 1930s in a paper describing information storage for early computers. In the decades since, it has also been widely used in the science of information processing and human cognition. A further discussion of the term "bit" is beyond the scope of this paper.

In addition to its regulatory control on the amount of information that can be displayed on billboards, SANRAL also controls the placement of billboards with regard to official signs, in a manner that goes beyond other Government agencies. Specifically, Regulation 6(2)(k) states:

> In considering applications for approval . . . the Agency must evaluate whether … the position of an advertisement would disrupt the flow of information from road traffic signs to drivers who encounter a series of road traffic signs intended for traffic regulation, warning, or guidance. . . (p. 13).

In essence, this regulation recognizes that there are categories of official signs in which the information on two sequential signs was linked, and that this information link must not be disrupted. An example given by du Toit and Coetzee is the link between an advance warning sign at an interchange and the actual off ramp. Other examples might include advanced signs for changes in speed limit or for the presence of a Stop sign or traffic signal. Although the South African Road Traffic Signs Manual (SARTSM) recognizes that a 200 m spacing is between two sequential road signs for 120 km/h roads in general, it requires 360m as a minimum distance on such a road for a motorist to react to a warning or information sign in advance of an interchange where lane changes and weaving may be necessary. SANRAL determined that the presence of a billboard between the advanced (1km) interchange signs and the off ramp would reduce this distance below acceptable limits. As a result, the requirement was established that no billboards would be permitted between the 1km advance sign and the gore of the subsequent interchange. This would permit the motorist to safely read and react to the 500m off ramp sign. In addition, because a freeway road sign is typically readable at 200m before the sign, the regulations prohibit billboards closer than 1.2km upstream of the interchange. In short, no billboards are permitted within 1.2km of an interchange, thus preserving sufficient time for motorists to read and respond to advanced warning or information signs (located 1km in advance of the gore), and ensuring that the flow of information between the advanced sign and the actual interchange sign, whose function is linked, is not disrupted.

During their evaluation of the efficacy of the regulations, du Toit and Coetzee (2001) reviewed billboard applications for 248 signs. (Each face of a two-face sign counted as one). Of the 86.7% of the signs that were rejected, 40.8% (the largest category) were rejected for being too close to existing official road signs, 20% were rejected for disruption of the flow of information to the driver, and 7.5% were rejected because they were too close to a ramp gore.

Victoria, Australia.

The State of Victoria specifies a "ten-point road safety checklist" which describes conditions under which it may consider any roadside advertising to be a road safety hazard. These ten points, which are broadly in use elsewhere, defines an advertisement as a road safety hazard if it:

1. obstructs a driver's line of sight at an intersection, curve or point of egress from adjacent property
2. obstructs a drivers view of a traffic control device, or is likely to create a confusing or dominating background which might reduce the clarity or effectiveness of a traffic control device
3. could dazzle or distract drivers due to its size, design or colouring, or it being illuminated, reflective, animated or flashing
4. is at a location where particular concentration is required (e.g. high pedestrian volume intersection)
5. is likely to be mistaken for a traffic control device, for example, because it contains red, green, or yellow lighting, or has red circles, octagons, crosses or triangles, or arrows
6. requires close study from a moving or stationary vehicle in a location where the vehicle would be unprotected from passing traffic
7. invites drivers to turn where there is fast moving traffic or the sign is so close to the turning point that there is not time to signal and turn safely
8. is within 100 metres of a rural railway crossing
9. has insufficient clearance from vehicles on the carriageway
10. could mislead drivers or be mistaken as an instruction to drivers

As discussed by the Road Safety Committee of the Parliament of Victoria (2006), only one of the items in this checklist includes numerical criteria, "making the application of the other criteria wholly subjective" (p. 113).

Of greater specificity, and of more direct relevance to the current project, the State also includes "operational requirements for the installation of Variable Advertising Message Signs" (VicRoads, 2005, cited in Road Safety Committee (2006). These requirements state that such a sign must:

- Not display animated or moving images, or flashing or intermittent lights
- Not be brighter than 0.25 candela per square metre
- Remain unchanged for a minimum of 30 seconds
- Not be visible from a freeway
- Satisfy the ten point checklist

The regulations in place in Victoria are also based, to some extent, on the work of Cairney and Gunatillake (2000), who reviewed the literature and made recommendations for policy, on behalf of the Royal Automobile Club of Victoria (RACV).

New South Wales (NSW), Australia.

In its report for the Government of New South Wales, Transportation Environment Consultants (TEC, 1989) prepared a series of suggested guidelines for the control of roadside advertising signs located within the road reserve. The principal recommendations for electronic variable message signs on conventional roads and on freeways are shown in the table below:

Standard	Roadside – Urban	Roadside – Rural	Overpass	Freeways
Minimum message on-time	2 minutes	2 minutes	2 minutes	2 minutes
Minimum message off-time	2 minutes	2 minutes	2 minutes	2 minutes
Maximum Changeover time	<0.1 sec	<0.1 sec	<0.1 sec	<0.1 sec
Minimum distance to traffic signal	12 m	20 m	30m	NA
Minimum distance to lane drop, official traffic sign, ramp, merge	10m	15m	25m	150m
Minimum distance to another Advertising device	7m	10m	20m	150m

The TEC report also provided guidance for the maximum luminance levels of illuminated advertising devices; their recommendations were based on a report by the Public Lighting Engineers in the UK (1981, cited in TEC, 1989).

Four lighting zones were classified, generally as follows:

> Zone 1: areas with very high off-street ambient lighting, e.g. central city locations
> Zone 2: areas with medium-high off-street ambient lighting such as shopping/commercial/industrial/community centers, car sales yards, car parks, larger petrol stations, etc.
> Zone 3: areas with low-medium off-street ambient lighting, e.g. areas with rather isolated small shopping/commercial/industrial/community centres.
> Zone 4: areas with low levels of off-street ambient lighting; e.g. most rural areas, many residential areas.

For advertising signs with an illuminated area of more than 10 square meters, the maximum recommended lighting levels (expressed as cd/m^2), are 1200 in Zone 2, 800 in Zone 3, and 400 in Zone 4. There is no limit in Zone 1. Note that the most common billboard size in the US is 14 ft. x 48 ft., which, at 672 sq. ft. places US billboards into the largest sign category cited in these guidelines.

The Netherlands.

TNO was recently asked to develop guidelines and "decision criteria" to be used by the Dutch Ministry of Transport, for visual distracters that presented "non-driving related information" (Martens, 2009). Distracters to be considered might be any types of roadside objects, including, but not limited to, billboards. The guidelines were to be developed using existing human factors knowledge and principles (i.e. no new research was to be conducted). The guidelines will be initially applied to motorways, with later extension to other roads in The Netherlands.

The initial work has led to the following recommendations:

- There should be no information that actively attracts attention; this includes no moving objects, no LCD or LED screens, and no moving or changing pictures or images.

- Non-driving related information should not appear within the driver's central field-of-view (less than 10 deg from straight ahead). Based upon an assumption of 300m sight distance, traversed at +/- 9 sec, this results in a prohibition of such signs within 50m of the road edge. Any sign within that boundary must be "extremely simple" and no billboards are permitted.

- Assuming a 150m legibility distance, and a maximum permitted sign reading time of 4 sec (presuming multiple glances may be needed) the guidelines suggest that signs contain a maximum of five "items" (letters, numbers, symbols, etc.). This is based on application of the following "reading time formula:"

  $$T = N/3 + 2$$, where T = sign reading time, and N = number of items

- No distractions should be permitted at merges, exits and entrances, close to road signs or in curves (specific constraints will follow)

- No telephone numbers will be permitted

- No fluorescent colors are permitted

- No ambiguity is permitted

- No controversial information is permitted; examples include sex, violence, religion, nudity

- No mixture of real and fake words is permitted.

- Commercial signs must be 90 deg to the road to minimize head turning

- No signs will be permitted that mimic road signs in color or layout

The rules will be contained in a decision tree format, and specific rules will apply to different categories of roadside distracters, including such diverse features as: buildings, objects of art, wind turbines, information signs and safety campaigns, billboards and other advertisements, tunnels, bridges and walls, airfields, skydive centers and heli platforms. The guidelines are expected to be ready for field testing and validation by mid-2009. Once adopted, software will be developed that will simply take an inspector through the decision process.

Brazil.

Guerra and Braga (1998) address the need for guidance and regulation to control the use of advertising signs within the road reserve. The necessity for such action is brought about by a financial crisis that affects road infrastructure with consequential low levels of service, lack of maintenance, and high accident rates. The authors state that their aim is to assist public agencies since existing laws either do not adequately deal with this subject or prohibit advertising outright. They state: "if suitable regulation is not adopted advertising signs within the road reserve (ASWRR) might bring about undesirable consequences such as accidents" (p. 128). In other words, the authors believe that permitting advertising within the road reserve could raise much needed revenue, but express concern that such revenue should not come at the cost of traffic safety.

The authors review regulations and guidance in other countries, but focus on Brazil. They point out that some states (within Brazil) take no position on the issue, whereas others (such as Sao Paulo) explicitly prohibit ASWRR, and still others (e.g. Rio Grande de Sul) permit such advertising. They also discuss the conflict between regulations and practice, suggesting that advertising signs may be present in certain locations despite prohibitions on their use.

Guerra and Braga review existing advertising signs in Brazil, and point out a number of traffic safety concerns, including:

- Visual intrusion at complex junctions from back-lit signs
- Brightness of the advertising signs reduces the conspicuousness of traffic signals at night
- Confusion with traffic signs
- Lack of control over the predominant colors of the advertising signs
- Insufficient time for drivers to read messages on changeable message signs

The authors express particular concern with the message change interval for changeable message signs, noting that, for example, signs in Australia must have a minimum display time of 200 s at 60 km/h, an interval which is "100 times longer than the 2 s one finds in Rio" (p. 131). A related concern is the risk of the Zeigarnik Effect since a motorist traveling at 60 km/h with a sight distance to a sign of 200 m could see four distinct messages and four changes.

Based on earlier work by the senior author, Guerra and Braga propose a series of guidelines for ASWRR, in five categories:

- Physical protection of highways and road users
- Choice of display sites
- Physical characteristics of signs
- Characteristics of messages and images displayed
- Products being advertised

Of potential relevance for guidance or regulation in the U.S., the authors propose the following:

- Advertising signs should be located at a tangent to approaching drivers
- Advertising signs should be no closer than 1000 m from one another on the same side of the road, and no closer than 500 m from the nearest advertising sign on the opposite side of the road.
- The display time of each image on a variable message sign should be long enough to appear static to 95% of drivers approaching it at highway speed
- The message change interval should not exceed 2 s
- The displayed image should remain static from the moment it first appears until the moment it is changed
- No animation, flashing or moving lights should be allowed.
- No message or image that could be mistaken for a traffic control signal should be displayed.
- Messages should be simple and concise.

United States.

New York State.

On April 11, 2008 the New York Department of Transportation (NYDOT) issued for public comment a set of "proposed criteria for regulating off-premise changeable electronic variable message signs (CEVMS)" within the State (NYDOT, 2008a). The proposed criteria were developed "in consultation with the New York Division of the Federal Highway Administration (FHWA)," (Marocco, 2008a) and were based on the provisions of 17 NYCRR Part 150, including Part 150.8 (b). Sections of the proposed criteria that addressed issues of CEVMS lighting and illumination issues were based on a study performed by the Lighting Research Center of the Rensselaer Polytechnic Institute (RPI, 2008).

The proposed criteria were based on the State's position that, whereas "the premise of advertising to motorists conflicts directly with highway safety," the State's goal was to "minimize the effects posed by the unique attributes of (CEVMS)" which were described as having the ability to "constantly convey different information to motorists, thereby increasing driver curiosity; attract attention through their brightness; and attract attention through their temporal changes of light" (p. 1).

The proposed criteria included four key elements and a list of prohibited locations, each of which was presented with its underlying rationale. These are summarized below.

> 1. Minimum Message Duration of 62 Seconds. This value was based on the State's opinion that it would be best that no motorist be able to see more than one message change as he or she approached any particular CEVMS, while recognizing that the ideal circumstance of seeing *no* message change was impossible to achieve. Making simple calculations of typical billboard size, letter

height, and posted speed limits on State highways resulted in the conclusion that the average billboard would be legible[13] for 5,040 feet, a distance which could be traversed in 62 seconds.

2. Message Transition Time should be Instantaneous. Given that the State believes that the change of message is "one of the elements (that) can lead to motorist distraction, especially among older drivers" (p. 2), and given the capability of the technology, an instantaneous message change would minimize such distraction.

3. Minimum Spacing between CEVMS of 5,000 feet. Given the State's position that a message change may be unsafe because it contributes to distraction, it believes that motorists should not be able to view more than one CEVMS at a given time.

4. Maximum CEVMS Brightness of 5,000 cd/m^2 in Daylight and 280 cd/m^2 at Night. The State believes that CEVMS brightness can have two separate adverse impacts on drivers – that it attracts attention to the sign, and that it can compromise dark adaptation. Thus, it believes that CEVMS brightness should be limited such that the signs do not appear brighter to drivers than existing static billboards. The RPI Lighting Research Center (LRC) was engaged to perform comparison measurements of existing conventional billboards and CEVMS; in addition, the State reviewed publicly available billboard industry data as well as sign codes from numerous municipalities to arrive at its recommended maximum brightness levels.

5. Prohibited Locations. Citing studies by the University of North Carolina Highway Safety Research Center (UNC-HSRC) and the National Highway Traffic Safety Administration (NHTSA) the State summarizes the reported risks to drivers due to distraction or inattention occurring within three seconds prior to a crash or near-crash, and the elevated risk of distraction by objects or events outside the vehicle to drivers over age 65. Using such findings, and relying on proposed changes to the MUTCD for the placement of official changeable message signs (CMS), the State recommends that CEVMS be prohibited at the locations shown below, because these are locations that "already place high demands upon driver attention" (p. 4). These proposed prohibited locations include:

Interstate and Controlled Access Highways

Within 1,100 feet of:

- An interchange
- An at-grade intersection
- A toll plaza

[13] Using legibility distance as a criterion for message duration is a less stringent criterion than the use of visibility distance, given that, without sight obstructions, digital billboards may be visible for several miles.

- A signed curve
- A lane merge/weave area

Within 5,000 feet of:
- Another CEVMS
- An official traffic device that has changeable messages

Primary Highways

Within 1,100 feet of:
- An entrance to or exit from a controlled access highway
- A signed curve
- A lane merge/weave area

Within 5,000 feet of:
- Another CEVMS
- An official traffic device that has changeable messages

Although the State provided no specific citations to research other than the two studies mentioned above and the study by RPI that it commissioned, the criteria presented in the State's draft guidelines closely comport with the recommendations of others, and are based on reasonable underlying human factors assumptions.

On July 18, 2008, the State promulgated revised criteria (NYSDOT, 2008a), which it described as "less restrictive" than those of the draft proposed criteria in the areas of message duration, sign spacing, and prohibited locations. The State's letter transmitting the revised criteria indicates that FHWA concurred with the modifications (Marocco, 2008b).

Although the requirement for an instantaneous message transition and the maximum permitted CEVMS brightness levels did not change, the other requirements did, as follows:

1. Minimum message duration was reduced from 62 seconds to 6 seconds.
2. Minimum spacing requirements of 5,000 feet were deleted and replaced with the statement that "only one CEVMS sign face would be visible to the driver at one time on either side of the highway."
3. The comprehensive and specific list of prohibited locations for CEVMS was eliminated, and replaced with the following guidelines:

- CEVMS should not be located within an interchange.
- CEVMS should not be positioned at locations where the information load on drivers is already high because of guide signs and other types of information.

- CEVMS should not be located in areas where drivers frequently perform lane changing maneuvers in response to static guide sign information, or because of merging or weaving conditions.

City of San Antonio, Texas.

Although CEVMS are prohibited within San Antonio, the City promulgated a set of regulations for "off-premise digital signs" under a trial that will permit fifteen such sign permits to be issued for the City's evaluation. Although the regulations, contained at Section 28-125 of the City's sign code, contain restrictions on CEVMS that include provisions for sign conversion and eminent domain, the summary below addresses only those aspects of the code that address the possible safety and traffic flow implications of such signs. These include:

1. The dwell time (message duration) shall be at least ten (10) seconds.
2. The change interval shall be accomplished within one (1) second or less.
3. The sign shall contain a default mechanism that will freeze the sign in one position if a malfunction occurs.
4. The sign may not display light of "excessive intensity or brilliance", which, for a full color display is defined as a maximum intensity of 7,000 nits[14] during daytime and 2,500 nits at nighttime.
5. A sign applicant shall certify that the sign's light intensity has been factory pre-set not to exceed 7,000 nits, and that the intensity level is protected from end-user manipulation.
6. The sign shall not resemble a warning or danger signal or cause a driver to mistake the sign for such a signal.
7. Sign faces may have dimensions up to 300 square feet, or up to 672 square feet in accordance with specified conversion values (not included herein).
8. The sign must not resemble or simulate any lights or official signage used to control traffic in accordance with the MUTCD.
9. A sign must be equipped with both a dimmer control and a photocell which will automatically adjust the display intensity according to natural ambient light conditions.
10. A digital sign may not be within 2,000 feet of another off-premise digital sign facing the same traveled way, and an off-premise digital sign shall not be in a line of sight with another off-premise digital sign. (Spacing requirements in relation to other sign classifications are addressed elsewhere in the regulations).
11. Sign heights are addressed elsewhere in the regulations.
12. The city may require emergency information to be displayed, within the appropriate message rotation, on off-premise digital signs. Such information includes: "Amber Alert emergency information or emergency information regarding terrorist attacks, or natural disasters." Such emergency information messages are to remain in rotation according to the designated issuing agencies' protocols.

[14] The term "nits" is the accepted equivalent to the older term "candela per square meter," abbreviated as cd/m^2.

It was the city's stated intent to undertake an assessment of the effectiveness and efficacy of its regulations (Simpson, 2008) in a program lasting one year. The one-year pilot program ended on December 16, 2008. Recently, the city decided to extend the program through October 2009 (Sculley, 2009).

City of Flowery Branch, Georgia.

After a moratorium period, the Flowery Branch (Georgia) City Council, on June 4, 2008, amended Article 24 ("Signs") of its Zoning Ordinance (Ordinance No. 348-7) to define and regulate CEVMS. Based on its review of the literature (several articles were cited), the language of the ordinance, in Section 1, offered the City's rationale for its actions, described as its findings. Those findings read, in part:

> Changeable electronic variable message signs, (CEVMS) … have been shown to create possible threats to public safety. Such signs are erected for the purpose of trying to hold the attention of motorists by changing messages and pictures for short durations using a series of bright, colorful images produced mainly via LED (light emitting diode) technologies. Brightly lit signs that change messages every few seconds compel motorists to notice them, and they lure the attention of motorists away from what is happening on the road and onto the sign. Such signs pose safety threats because if they attract a motorist's attention, the motorist will look at the sign and not at the road. (CEVMS) are also a threat to public safety because of their brightness, making them visible from great distances. Due to their nature of brightness and changing displays, changeable electronic variable message signs are more distracting than signs which do not vary the message. … Unless otherwise regulated, such displays can be extremely bright since they are designed to be visible in bright sunlight and at night. Furthermore, the human eye is drawn to them far more strongly than to traditional illuminated signs. Such electronic LED displays can be seen from as far away as six-tenths of a mile, making them distracting. It takes a minimum of six seconds to comprehend the message on an electronic sign, which is three times the safe period for driver distraction.

The ordinance, in Section 24.33, "Changeable Electronic Variable Message Signs," includes commonly seen constraints regarding sign dimensions, separation, and location within zoning classifications. Further, the ordinance establishes permit requirements, and prohibits flashing signs or those with "variation of light intensity of an individual message," both of which it considers to constitute an "animated sign."

Aspects of the ordinance that are unique to CEVMS and of interest for the purpose of this report include the following:

Duration of Message – "Each multiple message shall remain fixed for at least the amount of time that would result in one (1) message per mile at the highest speed limit posted

within the 5000 feet approaching the sign for the road from which the sign is to be viewed."

Transition Time – "When a message is changed, it shall be accomplished in less than one-tenth ($1/10^{th}$) of a second and shall not use fading, swiping, or other animated transition methods."

Illumination and Brightness - "No such sign shall be illuminated at an intensity of greater than twelve (12) foot-candles or (sic) illumination, measured from the nearest point of any highway or public road. … All such signs shall be equipped with a dimmer control and a photo cell which shall constantly monitor ambient light conditions and adjust sign brightness accordingly."

Freeze of Display When Malfunction Occurs – "Such signs shall include a default designed to freeze a display in one still position if a malfunction occurs."

Sequencing of Messages Prohibited – "Using two or more successive screens to convey a message that will not fit on one (1) screen shall be prohibited."

City of Oakdale, Minnesota.

On June 10, 2008, the Oakdale City Council unanimously passed an amended sign ordinance that includes regulation of digital billboards within the city. This ordinance is codified in Article 19, Chapter 25 of the City of Oakdale Zoning Code, at Section 25-181 to 25-200. Digital billboards, which the Ordinance calls Electronic/Dynamic Display, are addressed in Section 25-185(b).

In 2007, the city had passed a one-year moratorium to study such signs and their safety issues, and to draft the revised ordinance.

After Clear Channel Outdoor had installed two digital billboards in Minnetonka, Minnesota without permission, the League of Minnesota Cities commissioned a research study from SRF Engineering. Based on the study results, which stated, in part: "billboards can tend to distract drivers, dynamic features contribute to the distraction, and even short distractions can increase the risk of accidents," and based on concerns by state troopers and police chiefs around the (Minneapolis-St. Paul) metro area that the signs were safety hazards (Zillmer, 2008), the city adopted the ordinance in July 2008.

As is common with many other billboard ordinances, this ordinance prohibits any DBB that, "by reason of position, shape, movement or color, interferes with the proper functioning of a traffic sign, signal, or which constitutes a traffic hazard."

To address concerns of excessive brightness, the ordinance sets a limit of 2,500 Nits during daylight ("between the hours of civil sunrise and civil sunset"), and 500 Nits at nighttime ("between the hours of civil sunset and civil sunrise"), measured from the face of the sign. In addition, signs must have installed ambient light monitors which adjust the

brightness of the sign based on (ambient) light conditions. Further, the sign must have a system that automatically shuts the sign off when the display "deteriorates, in any fashion, 5% or greater until the … sign has been repaired to its fully functional factory specifications." At the time of permit application, the sign owner is required to specify the lamp wattage and luminance level in Nits, and state that the sign will be operated in accordance with City Codes at all times.

With regard to message duration, imagery, and change interval, the ordinance requires that the minimum display duration shall be 60 seconds, that all messages shall contain only static images, and that the message change be instantaneous "without any special effects, through dissolve or fade transitions, or with the use of other subtle transitions that do not have the appearance of moving text or images" (Sec. 125-85(b)(3).

One uncommon feature of the Oakdale ordinance is the requirement that owners of DBBs must apply for an annual license to operate the signs. This contrasts with the situation in most jurisdictions where a permit is granted, and, once in place, exempts the sign owner from compliance with any future regulations or modifications to the ordinance that may be promulgated. The Oakdale city council took this unusual step because of the rapid changes in digital billboard technology, and to provide the city with the ability to respond to public concerns or new research that may become available. Zillow quoted Bob Streeter, the City's Community Development Director, as saying: "To operate a dynamic sign is not a right, it is a privilege. Because technology changes so fast, we want the ability to respond."

St. Croix County, Wisconsin.

The Sign Regulations of St. Croix County, issued on July 1, 2007 (St. Croix County Planning and Zoning Department, 2007) permit, with one exception, only static signs, for both on-premise and off-premise applications. Additionally, such permitted signs constitute a "customary use of signage" for reasons explained below.

Under the ordinance at §17.65 (C)(3)(f), signs with "external and uncolored" illumination are permitted. In addition to typical prohibitions against flashing, moving, traveling, or animated signs or sign elements, the following prohibitions apply to all signs with internal illumination:

- No illuminated off-premises sign which changes in color or intensity of artificial light at any time while the sign is illuminated shall be permitted.

- No illuminated on-premise sign which changes in color or intensity of artificial light at any time when the sign is illuminated shall be permitted, except one for which the changes are necessary for the purpose of correcting hour-and-minute, date, or temperature information.

- A sign that regularly or automatically ceases illumination for the purpose of causing the color or intensity to have changed when illumination resumes (are

prohibited)

- The scope of 3.f's prohibitions include, but are not limited to, any sign face that includes a video display, LED lights that change in color or intensity, 'digital ink,' and any other method or technology that causes the sign face to present a series of two or more images or displays.

The County's findings regarding "customary use" have been interpreted as causing "non-customary use" signs adjacent to federal-aid highways to violate the Highway Beautification Act, even if they are in a commercial or industrial zone, per 23USC§131(d): "Whenever a bona fide State, county, or local zoning authority has made a determination of customary use, such determination will be accepted in lieu of controls by agreement in the zoned commercial and industrial areas within the geographical jurisdiction of such authority."

Two uncommon but increasingly seen restrictions prohibit signs "which emit any odor, noise, or visible matter other than light" (§17.65B.6.a.8) and "A vehicle used as a sign or as the base for a sign where the primary purpose of the vehicle in that location is its use as a sign" (§17.65B.6.a.18).

St. Johns County, Florida.

On May 11, 1999, the Board of County Commissioners of St. Johns County passed Ordinance No. 99-35, a revised sign ordinance providing for the regulation of both billboards and on-premise signs within the County. Although much of the ordinance contains language quite similar to other ordinances examined for this report, including provisions for spacing requirements, two provisions of the ordinance are unusual, and of direct relevance to this project.

First, the ordinance defines, at Exhibit D, an "automatic changeable message device" as "any Sign which through a mechanical, solar, electrical or other power system is capable of delivering two or more various advertising messages which do, or appear to, rotate, change or move at any time in any way, including Tri-Vision, or any Multi-Prism Faces."

Under the ordinance's "General Requirements," Section 3E, "Movement," provides the following statement: "No Billboard shall be Erected, or any existing Billboard modified or operated, that incorporates Flashing, Scintillating, Beacon or Running lights, Animated Copy, or any Automatic Changeable Message Device."

Section XIV, Prohibited Signs, states: "The following signs are prohibited in the jurisdiction governed by this Ordinance and said prohibition shall supersede any conflicting provision of this or other County ordinances. Subsection 19 reads: "Automatic Changeable Message Devices" (p. 27).

Second, the ordinance places specific prohibitions on vehicle mounted advertising. "Signs on vehicles" are prohibited (Section XIV, Subsection 10, p. 26-27) with specific

exceptions such as those for parked vehicles not visible from the street, licensed or certified common carrier vehicles such as buses and taxicabs, vehicles temporarily traveling through the county, or vehicles on which signs are placed that identify the business or its principal product(s) if said vehicle is used during the operating hours of the business, provided that the vehicle is not repeatedly parked in a location where it serves as additional signage.

City of Tucson, Arizona.

By Ordinance Number 10481, the City of Tucson's revised sign code became effective January 14, 2008. While broadly reflecting sign codes in many other US jurisdictions, the Tucson code banned DBBs, signs on vehicles, and signs that provided other than visual stimulation. The relevant sections of the code are summarized below.

Section 3-53 is titled: "Prohibited signs enumerated." In addition to specific prohibitions against "intensely lighted signs" and those that are "animated by any means, including flashing, scintillating, blinking, or traveling lights, or any other means not providing constant illumination" (Sec. 3-53, §A.1, A.2), this section restricts Electronic Message Center signs, which it defines as:

> "An electronic or electronically controlled message board, where scrolling or moving copy changes are shown on the same message board or any sign which changes the text of its copy electronically or by electronic control more than once per hour" (Sec. 3-53, §B, p. 23).

Also prohibited in this section are any advertising signs or devices that emit "audible sound, odor, or visible matter" (§H, p. 23), and "signs mounted upon, painted upon, or otherwise erected on trucks, cars, boats, trailers or other motorized vehicles or equipment" (unless specifically allowed in another section of the ordinance) (§I, p. 23).

Billboards are addressed in Section 3-58. The relevant text reads:

> "Notwithstanding any other provision of the Tucson Sign Code, billboards may not change advertising copy by any type of electronic process or by use of vertical or horizontal rotating panels having two or more sides whereby advertising copy is changed by the rotation of one or more panels" (p. 26).

Outdoor Advertising Industry

The OAAA has, from time-to-time, posted certain guidelines for DBBs on its website or in documents distributed in other ways. As this is written, the organization makes available a publication titled "Regulating Digital Billboards" (OAAA, Undated a). In a section of the report titled "Suggested State Language" the document suggests that DBBs conform to the following:

- A displayed message appears for no less than four seconds

- The transition from one message to the next requires at least one second.
- Has spacing between billboards that are consistent with state requirements
- Does not include animated, flashing, scrolling, intermittent or video elements
- Will appropriately adjust display brightness as ambient light levels change

Others

During the course of preparing this Section of the present report, we became aware of a growing number of cities and other local jurisdictions that were addressing DBBs. Some were in the discussion stage, some had issued moratoria on new DBBs or DBB conversions while they considered the issues, some were conducting research, holding workshops or other public forums, and some were in various stages of developing or issuing guidelines or regulations. Despite our efforts to include in this report all of the new regulatory documents that we could find, this task became impossible, and we resorted to reviewing and summarizing a sample. To provide a frame of reference for the interest that DBBs have generated at the local policy level, the list below documents, from news media, the activities of city agencies within the State of Texas between April and December 2008 (Lloyd, 2008).

Cities enacting moratoria on LED billboards or DBBs in general – 6
Cities with DBBs under discussion at city council level -14
Cities imposing restrictions, but not prohibitions on LED billboards or DBBs - 2
Cities enacting total prohibitions on LED billboards or DBBs – 23

The Outdoor Advertising Association of America (OAAA, Undated b) has periodically issued and updated a document called the "State Changeable Message Chart." This document summarizes the regulations and guidelines in the various States as they affect "changeable message signs" including those with "tri-action" and those with "digital technology." Summarizing the information contained in this document, one can see that regulations for "dwell time" (the minimum length of time that a static message must appear on the sign before changing) range from 4 s to 10 s, those for "twirl time" (also known as the message change interval) range from "instantaneous" to a maximum of 4 s, with four States apparently having no upper limit; and required minimum spacing distance between signs ranging from "traditional 500 ft" to 5000 ft. According to the document, three states (North Dakota, New Hampshire, and Wyoming) prohibit all changeable message signs (CMS), five (Maryland, Massachusetts, Oregon, Texas, and Washington) permit tri-action signs only, and 38 others permit CMS with digital technology.

Recently, the OAAA (Undated c) posted on its website a list of "Brightness Criteria" for digital billboards, which, it noted, was based on a report submitted to the organization in March, 2008 by Dr. Ian Lewin of Scottsdale, Arizona. Our request for a copy of this report or the underlying analyses that led to the stated criteria was refused by OAAA on the grounds that the author did not want his data to be made publicly available since his had been submitted for publication.

Key provisions of the stated criteria are:

- Light produced by a digital billboard should not exceed 0.3 Footcandles (fc) over ambient light levels.
- Measurement should be taken utilizing a Footcandle (fc) meter from the following distances (perpendicular to the face of the digital billboard):
  - Posters: 150 feet
  - 10'6x36' Bulletins: 200 feet
  - 14'x48' Bulletins: 250 feet
  - 20'x60' Bulletins: 350 feet
- A digital billboard must be able to automatically adjust as ambient light levels change. An automatic light sensing device (such as a photocell or similar technology) should be utilized for adjusting the digital billboard's brightness.
- Sunset-sunrise tables and manual methods of controlling brightness are not acceptable as a primary means of controlling brightness.

SECTION 6.

RECOMMENDATONS FOR GUIDELINES

Based on the knowledge gained from the research reviewed in this project, as well as research conducted earlier and reviewed previously, good human factors practice, and guidelines or regulations developed or under consideration in jurisdictions throughout the US and world-wide, we have prepared a set of recommendations that State and local government agencies as well as private roadway operating authorities may wish to consider for use. We recognize that there are not yet comprehensive research-based answers to fully inform such guidance or regulation, and, given the complexity of the issue and the number of factors involved, it may be years before such results are available. Nonetheless, we have found, through the work undertaken for this project, that the research conducted within roughly the past ten years has quite consistently demonstrated empirical concern about driver distraction from roadside billboards, and has identified a number of DBB location and operational characteristics that seem to exacerbate the risk and/or consequences of such distraction, that the need for guidelines and/or regulations can be met within our current degree of knowledge. Indeed, of those research studies that have addressed driver distraction and roadside billboards, nearly every empirical study undertaken since 1995, including that by Lee et al., and sponsored by the outdoor advertising industry, have demonstrated that there is an adverse relationship between distraction and digital billboards.

MINIMUM MESSAGE DISPLAY DURATION (MESSAGE ON-TIME).

Perhaps the most contentious issue to be addressed in guidelines or regulations can be found in debates about the minimum duration of a message displayed on a DBB. For it is here that the goals of the DBB owner and those of the highway safety specialist are most at odds. Since roadside outdoor advertising is sold, to a large extent, on the number of drivers that pass the sign on a daily or hourly basis, and since certain times of day (e.g. rush hour) provide a larger audience, it is clearly to the sign operator's benefit to minimize the time for which any given message is presented so as to be able to offer more messages per unit time. There is, perhaps, a minimum display time below which both advertisers and regulators may agree that message display is unreasonable – for the advertiser because the time interval is too brief for a message to be read; for the traffic safety expert because the display obviously appears to "flash," and flashing signs are almost universally prohibited.

We are not aware of any research that has been conducted on the effects on distraction of the duration of time that a message on a DBB remains visible before changing to the next message. The OAAA (Undated a) has, periodically, issued guidance to its members on minimum display duration. It recommends 4 s. The FHWA (Shepherd, 2007) has recommended a minimum 8 s duration, and the OAAA (Undated b) reports that 41 States have enacted message display minima, ranging from 4 to 10 s. To our knowledge there is no empirical basis for any of these recommended or required display intervals. Indeed, as

discussed below, good human factors practice would suggest that minimum display duration should differ with sight distance, prevailing speeds, and other factors.

Without the benefit of research, we must rely on human factors principles when attempting to develop a meaningful standard for minimum message duration. There are two human factors concerns that help to inform the analysis for this issue. First, it is widely understood that bright lights and visual change can draw the eye to a stimulus that is brighter than the surroundings, and/or exhibits movement or apparent movement. DBBs possess these properties, particularly at night and when they can be seen from considerable distances. In addition, the Zeigarnik Effect suggests that drivers will be attracted to attend longer to a display whose message changes as they approach it, in an effort to "complete" the viewing experience; in other words, to be able to look at a changeable message sign until he or she has seen the "complete" message. The simple way to minimize both of these potentially distracting effects of DBBs is to reduce to a minimum the likelihood that any given driver will observe an actual message change or to see more than a single displayed image. Given that any driver may come upon a given DBB at the moment of message change, regardless of the message duration, this objective cannot be met. However, it is not unreasonable to place a lower limit on message display duration to ensure that it is highly likely that motorists will be unable to see more than two successive messages (which would, by definition, include one message change). This can be accomplished by determining the sight distance and the prevailing speed (or the posted speed limit) for a road on which such a DBB appears, calculating the time for which a given DBB will be within the view of approaching drivers, and setting the minimum message duration at that interval or greater. Several jurisdictions have adopted this approach (see, for example, TEC, 1989; TERS, 2007). This is also the approach that was followed by the New York State Department of Transportation during the development of its draft regulations (NYSDOT, 2008a). The result of this analysis in New York was a proposed requirement for a minimum message display time of 61 s. (This proposed requirement was substantially reduced after a public comment period [NYSDOT, 2008b]). Of course, for different sight distances and different prevailing speeds, this minimum message duration would be different. Although a case-by-case process of setting minimum display durations would be optimum for traffic safety, it is likely that for both regulatory and enforcement purposes and for the ability of sign owners to establish standardized display intervals (and, hence, standardized advertising rates), it would be more practical for a road authority to establish only a small number of display duration minima, based on roads within their jurisdiction that operate with different speed limits and traffic characteristics.

Recommendation.

It is recommended that the following formula be used for calculating a minimum acceptable DBB display duration:

Sight distance to the DBB (ft) / Speed Limit (ft/sec) = Minimum display duration (sec).

INTERVAL BETWEEN SUCCESSIVE DISPLAYS.

There is little disagreement between those roadway authorities which have promulgated guidance or regulations concerning the interval between successive displays. It is clear and consistent that this time interval should be as close to zero as possible. Some jurisdictions define the change interval as "instantaneous," others describe it as 0.1 s or less. The reason for this position is simple. Given that it is a combination of brightness and motion (real or apparent) that attracts a viewer's gaze to a DBB, a perceptible dark or blank interval between successive displays will increase the sense of apparent motion (i.e. bright-dark-bright is more visually compelling than bright-bright).

Recommendation:

Regardless of how it is operationally defined, the interval between successive displays should be essentially zero, such that an approaching driver cannot perceive any blanking of the display screen.

VISUAL EFFECTS BETWEEN SUCCESSIVE DISPLAYS.

Even more so than the case for the display interval, regulatory authorities are in complete agreement that there should be no visual "special effects" of any kind during the transition between successive messages. It is clear that the screen should transition from one message to the next with no perceptible dimming or blanking of the display, and with no visible effects such as fade, dissolve, or animation. Different jurisdictions have described such prohibited effects differently, but the purpose is the same – a seamless, imperceptible transition from one image to the next.

Recommendation.

No special visual effects of any kind should be permitted to accompany the transition between any two successive messages. (Of course, it is assumed that no special visual effects are permitted during the time that any message is displayed on the screen).

MESSAGE SEQUENCING.

Message sequencing is a term used to describe a single thought, idea, concept, message, or advertisement for a product or service that is divided into segments and presented over two or more successive display phases of a single DBB or across two or more individual DBBs. Like the old "Burma Shave" signs that lined the country's roadways beginning in the 1920s (Vossler, 1997), the use of roadside advertising signs to communicate a message in segments is based on the premise of capturing and holding the driver's attention throughout the time or distance chosen to present the complete message. This premise is, in turn, based on the understanding of the Zeigarnik Effect; or, as described in the Wikipedia entry, the signs were effective for "drawing the attention (of) passers-by who were curious to discover the punchline" (Wikipedia contributors, 2009).

We believe that sequencing should be prohibited, whether on a single sign or multiple signs. This can be effectively accomplished by establishing minimum longitudinal distances between DBBs, or by ensuring that the minimum message display time is sufficiently long that a driver cannot view more than two such messages on a given passage, or by a combination of both. Even more simply, restrictions can follow those promulgated by SANRAL, which state: succinctly: "no message may be spread across more than one advertisement" (SANRAL, 2000).

Recommendation.

Message sequencing should be prohibited.

AMOUNT OF INFORMATION DISPLAYED.

Other factors held constant, the more information that is presented on a DBB, the longer it will take an observer to read the message, and as shown in studies of official CMS, the more likely it will be that drivers will slow to read the message, adversely affecting traffic flow and safety. This concern is exacerbated in situations when a driver might want to memorize or memorialize part or all of a message displayed on a DBB. Dudek (2008), in discussing official CMSs using the latest LED technology, reports that about 85% of drivers can begin reading a message about 800 ft upstream of the sign if the sign uses character heights of 18 in. At a reading speed of one word per second (demonstrated in numerous studies), this translates to maximum message lengths of eight words at 55 mph, seven at 65 mph, and six at 70 mph (p. 9). One must keep in mind, however, that these message lengths assume a message optimized for legibility and readability. To the extent that message fonts, typefaces, colors, color contrast, and other factors detract from readability, these message lengths must be reduced.

To our knowledge, no US jurisdiction places restrictions on the amount of information that may be presented on billboards, including DBBs. As stated above, the amount of information on official traffic signs is controlled as a result of years of human factors research. Both the outdoor (OAAA) and on-premise sign industries (International Sign Association [ISA]) have, from time to time, provided guidance to their members about the relationship between the effectiveness of a sign and the amount of information presented on it.

Several government agencies outside the US have promulgated regulations or guidance that addresses this issue from the perspective of driver workload. Some limit the number of words or characters permitted on a sign; others restrict the number of bits of information that a sign may contain. Lengthy strings of numbers and/or letters, such as telephone or license plates numbers, or internet addresses, have come under scrutiny in a number of jurisdictions because of the demands that they may place on the driver.

There remains, however, a clear distinction between the efforts of highway and traffic safety experts on the one hand and the creators of outdoor advertising sign content on the

other, in the approach that they have followed to the design of messages meant to be read by drivers. The MUTCD and the research on which it relies recognize that road signs are something of a "necessary evil." They are required to communicate warnings, regulations, guidance and other information to road users. But, because even official signs draw the driver's eyes away from the principal task, such signs are designed communicate their message quickly, clearly, and consistently. Advertisers, on the other hand, have demonstrated little predilection to follow these principles; rather, their goal is to attract the driver's attention, and hold it long enough to communicate their message. For this reason, as well as others including brand identification and the need to compete with other signs for attention, billboards, including DBBs, tend to rely on bright colors, bold graphics, attention-getting images, and clever phrases to perform their job. Words and phrases may be presented anywhere on the sign face, including sideways and upside down, depicted in multiple fonts and typefaces that may be difficult and time-consuming to read. Color and contrast may draw attention to the sign and yet prove to be a challenge to the driver to read the message in the time available for it to be seen.

While it is not be within the power of any government agency or road operating authority in the US to dictate the type or nature of display content or presentation, we believe that it is reasonable for such authorities to impose limits on the amount of information that can be presented. Precedent for guidelines on information content can be found in the work of duToit and Coetzee (2001) in South Africa, Martens (2009) in The Netherlands, and Dudek (2008) in the US. The basis for such control as used on official signs is presented in the MUTCD (2003) at Section 2E.21 (p. 2E-20).

Recommendations.

Specific upper limits on the amount of information that might be permitted on DBBs should differ depending upon sight distance, speed limits (or prevailing speeds), and driver task demands imposed by the design and operation of the roadway. Without specific research it would be premature to recommend such limits in this report. However, reasonable guidance based on relevant human factors research, as discussed in Section 5 of the present report, has been developed by SANRAL (2000) and for the highway authorities in The Netherlands (Martens, 2009), and might prove to be a useful starting point for interested agencies. Further, the work by Dudek (2008) and his colleagues provides valuable insights, although this research is targeted at official CMS.

It should be noted that the use of telephone numbers, internet addresses, text message instructions, etc., is potentially harmful to traffic safety because drivers may slow to read, record, or even copy such information while in traffic. Evidence of such traffic slowing has been shown by Dudek, et al. (2007) with regard to AMBER Alert messages on official changeable message signs. Figure 6 shows a DBB displaying a commercial message that includes a number of these elements.

Figure 6. A DBB adjacent to an interstate highway in California. The sign includes an internet address, text messaging instructions, characters in multiple colors, sizes and typefaces, poor figure-ground contrast, and several graphic elements too small to read.

INFORMATION PRESENTATION.

As discussed immediately above, considerable research in both the US and abroad has produced clear and consistent recommendations for display presentation characteristics that facilitate speed and ease of reading and rapid, unambiguous message interpretation. These recommendations, through years of development and constant refinement have resulted in uniform standards for official signs. The lessons learned from this research, and the adoption of the spirit of such standards by the outdoor advertising industry could produce DBBs that facilitate rapid, error-free reading of roadside advertisements with lower levels of driver attentional demand and distraction. Typeface, font, color and contrast of figure and background, character size, etc., all play a role in the legibility and readability of a display. Figure 6, above, shows the potential difficulty of reading a message presented on a DBB with several display features that are less than optimum for readability by approaching drivers.

Recommendations.

Specific recommendations for the design of DBB advertisements are beyond the scope of this report, and, possibly, outside the authority of regulators. This is an area, however, where considerable guidance is available to advertisers and DBB owners from sources inside the outdoor advertising industry as well as human factors and traffic safety experts, and the MUTCD itself. Stronger industry guidance and self-regulation regarding the design of information presentation on DBBs could go a long way toward reducing their potential for driver distraction.

DBB Size.

The larger the size of the DBB, the larger the images and characters that can be displayed on it, the brighter it can appear to be, and the greater the distance from which it can be seen and read.

In the US, the majority of DBBs erected to date, and, to the best of our knowledge, the majority of those contemplated in the near term, are one-to-one replacements for, or the same size as, existing conventional billboards. The most common size for such billboards adjacent to roadways is 14 ft by 48 ft in a horizontal format.

Regulations governing DBB size may be based on factors other than sight distance or legibility, such as zoning, land use, structural constraints, etc., and are beyond the scope of this report.

On-premise and vehicle-mounted digital (and video) signs, do not necessarily conform to these standards. The issue of DBB size is this context is briefly discussed in Section 6.

Recommendations.

Since the principal focus of this report is off-premise DBBs, recommendations for maximum sign sizes are inappropriate.

BRIGHTNESS, LUMINANCE AND ILLUMINANCE.

The issue of brightness, luminance, and illuminance is at once the most contentious, the most important, the most "public," and the least well understood aspect of DBB operation and its potential for adverse impacts on approaching drivers. And yet, it is the issue that may be the most amendable to a solution that is satisfactory to DBB owners and operators, traffic safety experts and regulators, and the traveling public.

Brightness is a measure of the *perceived* intensity of a source of light. As described by Halsted (1993), "brightness is a subjective attribute of light to which humans assign a label between very dim and very bright (brilliant). Brightness is perceived, not measured… The response is non-linear and complex. The sensitivity of the eye decreases as the magnitude of the light increases" (p. 2). A DBB is constructed of thousands of Light Emitting Diodes (LEDs) that operate together to produce the myriad colors and levels of light that we see when we view such a sign. Thus, we may consider a DBB to be a source of light, although, in actuality, it is built of many individual sources. If we were to set a DBB to its maximum output and observe the sign in full sunlight, it would appear less bright to the human observer than it would if we viewed the same sign, at the same setting, at night. Similarly, if we viewed the sign at the same setting at night in a bright urban landscape it would appear less bright than if we viewed it in a dark rural environment. Accordingly, when trying to develop guidelines or requirements for the "brightness" of DBBs, what we really mean is that we need to establish objective, measurable limits on the amount of light that such billboards actually emit, and set different upper bounds for different environmental and ambient conditions. Such

conditions might include daylight in sun or clouds, dusk and dawn, adverse weather such as rain or fog, and nighttime conditions in urban, suburban, or rural settings. In short, "brightness" cannot be used as a criterion to regulate or provide guidance for the output of DBBs.

Whereas brightness measures the subjective, human perception of the DBB's intensity, two objective measures are available for the actual measurement and establishment of limits. *Illuminance* describes the amount of light coming from a light source that lands on a surface. Horizontal illuminance describes the amount of light landing on a horizontal surface, such as the light reaching the surface of a desk or table from a lighting fixture mounted overhead. Vertical illuminance describes the amount of light landing on a vertical surface. For example, a light shining on a wall, or a vehicle's headlights shining on a non-illuminated road sign. Illuminance is measured in *footcandles (fc)* or *lux (lx)*. *Luminance* describes the amount of light leaving a surface in a particular direction, or reflected off that surface, and can be thought of as the measured brightness of a surface as seen by the eye. Luminance is measured in *candelas per square meter (cd/m^2)*, also referred to as the *nits* (one nit = one candela per square meter). A typical LCD computer monitor, for example, has a luminance of 300 nits or higher.

We might think of illuminance as the lighting *of* an object, and luminance as the light coming *from* an object. In the case of a traditional, static billboard that is illuminated at night by floodlights, as well as in the case of a DBB which uses LED technology that is often described as "self-luminous," we are concerned with luminance, the light being emitted from the billboard rather than illuminance. Through a simple example, we can demonstrate how these two different measurement principles work, and why luminance is preferred for our application. If we shine a light onto a white wall, and shine the same light onto a dark grey wall from the same distance, the illuminance (the light falling on the wall) will be identical, but the luminance will be much lower for the grey wall, because it reflects back to the observer's eye much less of the light striking it.

Both the Illuminating Engineering Society of North America (IESNA) in its standard RP-19-01, and the Commission Internationale de L'Eclairage (CIE), in its publication 111-1994 (both cited in Andersen, 2008a), discuss luminance values for road signs – externally and internally lighted signs in the first case, and changeable message signs in the second. In its discussion of sign brightness, the 3M Corporation says: "luminance is the best measure available to judge relative sign brightness" (3M, 2005).

With an important exception discussed below, the luminance of a DBB is relatively unimportant during a sunny day. However, it is precisely because a DBB must have a very high luminance capability to be visible in bright sunlight, that its output must be reduced at night, at dawn or dusk, or in inclement weather.

Through what some have called the "moth effect" (see, for example, Green, 2006) but may be more appropriately seen as a variant of the physiological mechanisms of phototropism or phototaxis, the eye is drawn to the brightest objects in the field of view.

Thus, other things equal, a brighter billboard will attract a driver's gaze earlier and, potentially, longer, than other visual stimuli in the environment that appear less bright.

At night, dawn or dusk, or in inclement weather such as rain or fog, where visibility conditions are poorer than in daylight, a bright sign can draw attention away from the road, official TCDs, and other vehicles, and can render signs lighted to a lesser degree more difficult to discern, particularly when the billboard and the official signs must be viewed at the same time. Similarly, vehicle rear lighting can become more difficult to see, and less conspicuous, if it is to be viewed at the same time, and within the same field of view, as a brightly lit DBB.

There is no single luminance level that can be established as a reasonable criterion because brightness (although not actual luminance) is dependent upon the surrounding environment in the context of which a particular DBB is viewed. Thus, for example, a DBB of the same size and luminance will appear to the driver to be much brighter if it is located in a rural area or along an unlit roadway, than it would if it was in a brightly lit urban environment or adjacent to a illuminated freeway.

All of the research identified in this report, and all of the identified regulatory authorities that have imposed billboard, including DBB, brightness limits, use luminance as their measurement approach. On the other hand, the OAAA uses illuminance. The discussion below highlights these differences and explains the implications of them for the setting of regulations or guidance.

On behalf of the New York State Department of Transportation, the Lighting Research Center of the Rensselaer Polytechnic Institute (Bullough and Skinner, 2008) prepared a document titled: "Technical Memorandum: Evaluation of Billboard Sign Luminance." The principal purpose of RPI's work was to provide NYSDOT with estimates of the luminance levels of existing, static, externally-illuminated billboards adjacent to State highways so that the State could make an informed decision about maximum luminance levels that might be permitted for DBBs using "self-luminous light sources such as light-emitting diodes (LEDs)" (p. 1). The work consisted of three steps – a review of recommendations and methods to calculate luminances from IESNA and industry sources; field measurements of the luminances of several billboards in situ; and a computer simulation of a billboard lighting installation based on industry recommendations.

The report describes the IESNA recommendations (Rea, 2000) for "illuminated billboard signs and other large advertising panels" (i.e. the dedicated, fixed lighting shining on the billboard to illuminate it at night) and identifies two factors that must be considered when applying these values. The first is the degree of reflectivity of the billboard itself – a dark-colored sign will reflect less light than will a light-colored sign (assuming that the lighting sources are equal). The second is the surrounding location – whether the billboard is located in a bright, typically urban, setting, or in a dark, typically rural setting. The IESNA values for billboards in bright surroundings is 1000 lux (abbreviated lx), and for dark surroundings, 500 lx. Assuming that a billboard had a white sign face

with a reflectance of 0.8, the luminance (L) of such a billboard (the amount of light reflected back from the sign) would be 250 candela per square meter (cd/m^2) in the bright environment, and 130 cd/m^2 in the dark setting. The authors then reviewed product information supplied by two billboard manufacturers and concluded that industry recommendations were in close accord with those recommended by the IESNA.

The researchers then recorded the luminance values for six conventional billboard faces and four LED billboard faces using a Minolta LS-100 luminance meter. Their measurement methods are well described in their report and won't be repeated here. They found that the LED billboards ranged from 160-320 cd/m^2 at night, with a mean value of 225 cd/m^2. The conventional billboards (excluding two faces that were apparently not illuminated) ranged from 150-240 cd/m^2 with a mean of 182.5 cd/m^2.

Bullough and Skinner next created a computer simulation model to determine whether they could reproduce their field measurements. Their model consisted of a 14 ft. by 48 ft. fixed, illuminated billboard with a white (0.8 reflectance) sign face and a 40 ft. tall mounting pole with reflectance of 0.25. Their virtual billboard installation was created in a simulated dark nighttime setting. They found that the luminance values of the billboard signs were generally consistent across their three tests, and they concluded that "it is probably reasonable to expect that the luminance of a conventional billboard would not be likely to exceed about 280 cd/m^2 during the nighttime" (p. 4).

When discussing luminance measurements for DBBs, the authors make several recommendations:

- Luminance measurements should be made directly in front of a sign.

- Because LEDs have higher light output at lower temperatures, measurements should be made within predefined, and consistent ambient temperature ranges.

- A luminance meter aperture of 1 deg or less should be used.

- Because LED billboards are composed of arrays of LEDs, their surfaces are not uniform. If viewed from very close distances, they will appear as an array of bright points against a dark background. Thus, a viewing distance of approximately 50 ft is suggested, since a 1-deg meter aperture would subtend approximately 10 in at this distance, sufficient to ensure uniformity of the display.

- Since light from the ambient environment adds to the recorded luminance, measurements should not be taken at distances greater than that suggested above.

- Measurements should be made while the sign display is white to present the maximum luminance values.

In its draft regulations, the State recognized that DBBs at night, if excessively bright, could not only cause distraction, but also could compromise dark adaptation, particularly for older drivers. (The potential for discomfort or disability glare was not discussed in the State's proposal, but was briefly addressed in the RPI report). Based on RPI's work and as a result of the State's review of the billboard industry's own published literature, the State initially recommended a "maximum brightness" for DBBs at night of 280 cd/m^2. This upper limit remained in force when the State issued its final regulations.

On behalf of the government of Queensland, Australia, TERS (2002) also described a specific measurement technique using luminance, and identified specific constraints for nighttime luminance levels. Appendix D to their report cites, as a basis for their guidelines, the research results from Johnson and Cole (1976) that "brightness from illuminated Advertising Devices directed at road traffic should be minimized under all conditions" (p. 20).

Similar to the work by RPI for NYSDOT, these authors indicate that the surroundings in which the billboard is located is a major factor that affects its brightness, given a particular luminance level. They have defined three "Lighting Environment Zones"

The maximum recommended luminance levels for billboards of all sizes, measured in cd/m^2, are as shown below:

Lighting Environment Zone 1	Lighting Environment Zone 2	Lighting Environment Zone 3
500 cd/m^2	350 cd/m^2	300 cd/m^2

TERS describes its luminance measurement methodology as summarized below:

- Allow the billboard to "burn in" for at least 100 hours.

- Use a luminance meter with a field of view of 2 degrees.

- Ensure that no ambient background area or spurious light source beyond the billboard is included in the field of view of the luminance meter.

- Take the measurement with the operator standing at the edge of the traveled way, in a direct line, and at a longitudinal distance from the billboard determined by a formula shown as:

  $$x = 28a \text{ meters}$$

  where x is the longitudinal distance from the billboard and a is the short dimension of the billboard. Thus, for a billboard that measures 14 ft. (4.3 m) in its shortest dimension, the measurement would be made from 120.4 meters (395 ft.) away.

- If the longer axis of the billboard is greater than 1.5 times the shorter axis, take a series of measurements and average the results to determine a mean luminance level for the entire sign face.

Although the luminance measurement distance recommended by TERS is greater than that proposed by RTI, there is a simple explanation for this apparent discrepancy. First, the measurement technique presented by TERS is for use with conventional billboards, and recognizes that there may be wide variations in luminance at different positions across the sign face. Thus, their measurement technique places the luminance meter sufficiently far from the billboard to take in the overall sign face without also including nearby ambient lighting sources. If the TERS measurement methodology were to be applied to a DBB, and if the measurements were to be made with a uniform white sign face, as proposed by RPI, then it is likely that the proposed measurement distances would be closer, recognizing that TERS suggests a 2 deg field of view and RPI suggests 1 deg.

Recommendations.

The measurement of luminance is reasonably straightforward, and, although there are some technical disagreements on how this measurement should be made, these differences are minor. Both New York State (Bullough and Skinner, 2008) and the Queensland (Australia) government (TERS, 2002) use equivalent methods, which are similar to the approach recommended by an FHWA expert in this field (Andersen, 2008b).

These methods can be adopted for use by any jurisdiction, with two caveats. First, although Queensland has explicitly recognized the need for different maximum billboard luminance levels depending upon different roadway environments, such ambient lighting conditions in the U.S. may differ from those in Australia, and State and local jurisdictions may wish to define their environmental surroundings to be in closer accord with local conditions "on the ground." Second, given that luminance standards must establish maximum acceptable levels, it is important that the any measurement of DBBs in the field be done with the signs set to their maximum output, i.e. displaying a completely white screen. Because digital billboards can display an essentially infinite variety of colors and patterns, it is not appropriate to take field measurements of signs displaying actual messages, since, at any given time, such messages may not represent the maximum luminance values of which the sign is capable. (Figure 6 shows a DBB which, because of its color, may be representative of a low luminance level).

The OAAA, in its "Code of Principles on Digital Billboards" (OAAA, 2008) makes the following statement with regard to DBB luminance:

> We are committed to ensuring that the ambient light conditions associates with standard-size digital billboards are monitored by a light sensing device at all times and that display brightness will be appropriately adjusted as ambient light levels change.

Although not included within its code of principles, the OAAA (2008) states:

> The outdoor advertising industry has established guidelines after commissioning research by Dr. Ian Lewin, a former chairman of the Illuminating Engineering Society of North America (IESNA). Digital billboards, according to the standards, should have lighting levels no more than 0.3 foot candles (fc) above the level of surrounding ambient light conditions."

Unfortunately, this research study is not available on the OAAA website, and OAAA officials refused our request for access to Dr. Levin's research. The language reported by the organization on its website, however, suggests two problems with their approach. First, they used illuminance as their measurement technique, whereas other organizations used luminance. Second, the OAAA expert apparently recommended that DBBs be controlled such that their maximum display output is capped at a fixed amount (0.3 fc) greater than the surrounding environment. This specification may be inappropriate because illumination levels do not increase in linear fashion. Thus, a DBB with an output that is 0.3 fc higher than the ambient illumination in an urban environment (where the majority of DBBs are likely to be located) will appear to the driver to be much brighter than official TCDs and other traffic, whereas a DBB with an output that is 0.3 fc higher than that of a suburban or rural environment may not appear to be so extremely bright, and may be less likely to overwhelm important safety targets and signals of lower luminance.

There is one ambient lighting/weather condition that suggests a need for an exception to the recommendations that DBB luminance controls are unnecessary in daylight. This exception occurs during daytime fog. In daytime fog, the ambient lighting conditions may be described as high brightness and low contrast. The water vapor in the atmosphere scatters light sources and may cause glare. In dense fog, drivers may have difficulty seeing vehicles ahead of them, even when these vehicles have their lights on. Multi-vehicle crashes are not infrequent in dense fog, and this is often attributed to drivers being unable to see vehicles ahead of them in sufficient time and distance to stop. The very high luminance levels of which modern DBBs are capable, and to which they are typically set during daylight so as to be visible in full sunlight, may have a potentially deleterious effect in fog, especially if the DBB is placed so that it is close to the center of the driver's focal vision upon approach, such as might be the case on a horizontal curve

As recommended by the OAAA, DBBs should be equipped with sensors that measure ambient brightness, and dimmers that can control the sign output to predetermined levels. Although necessary, this is not sufficient. These predetermined levels should be established by the means suggested above. Further, if the onboard sensors cannot detect daylight fog and adjust the sign's output accordingly, jurisdictions should develop their own output limitations for these conditions.

The good news is that regulatory bodies and billboard companies seem to reach similar conclusions about the maximum luminance values that billboards should not exceed under defined conditions. If these two stakeholder groups can agree upon measurement

methods, environmental descriptors, and means for ensuring that limits are not exceeded, one of the key concerns about the distraction potential of DBBs could be close to resolution.

DISPLAY LUMINANCE IN THE EVENT OF FAILURE.

There are a number of failure modes that can affect the luminance of a DBB, and there have been reported cases of failures in which the display luminance defaulted to a level far higher than intended or permitted.

Although, as discussed above, the OAAA provides guidance on its website and in periodic reports about suggested upper limits on display luminance (which it calls brightness, and suggests that DBBs include a device to automatically control the sign brightness relative to the ambient environment, the organization is silent on the issue of luminance control in the event of system or subsystem failure.

Recommendations.

Roadway authorities should incorporate into their guidelines verifiable requirements that, in the event of any failure or combination of failures that affect DBB luminance, the display will default to an output level no higher than that which has been independently determined to be the acceptable maximum under normal operation. If this cannot be achieved, then the display should be required to default to an "off" position until the problem can be resolved.

LONGITUDINAL SPACING BETWEEN DIGITAL BILLBOARDS.

As noted by the OAAA, different States have widely varying longitudinal spacing requirements for billboards in general and DBBs in particular. These requirements are typically described by the distance in feet that the nearest billboards must be spaced from one another. Often there is a different spacing requirement for billboards on opposite sides of the road. From the perspective of potential driver distraction, however, longitudinal billboard spacing should not be based on absolute distance, but upon whether two or more such billboards are within the driver's field of view at the same time, and, consequently, whether the unsynchronized changing messages on such billboards can distract by conveying the appearance of flashing. Accordingly, longitudinal spacing minima may vary depending upon prevailing travel speeds, sight distance, and topography, and thus may vary considerably from one location to another, even within the same jurisdiction.

Recommendations.

Governments or roadway operating authorities should establish minimum longitudinal spacing requirements for DBBs such that an approaching driver is not faced with two or more DBB displays within his field of view at the same time. This minimizes the risk of distraction and ensures that a flashing effect (that may be caused by two [or

more] different signs cycling through messages on different programs) will not occur. Any such longitudinal spacing requirements should address signs on both sides of the roadway. If a consistent spacing requirement is appropriate or necessary within any particular jurisdiction, then the most conservative spacing consistent with the above requirements should be established.

DBB PLACEMENT WITH RELATION TO TRAFFIC CONTROL DEVICES AND DRIVER DECISION AND ACTION POINTS.

Beyond the design and operational characteristics of DBBs themselves (brightness, display duration, etc.) perhaps the most important DBB characteristic with impact on traffic safety is the placement of such signs in relation to driver decision and action points, and to the traffic control devices (signs, signals and markings) that aid drivers in these decisions and guide them in these actions. Specifically, it is understood that the cognitive demands on drivers is greatest (other factors held constant) when they must position themselves to take an exit, enter a freeway, reduce or drop lanes, merge with other traffic, change route, etc..

The independent research reviewed for this report recognizes the importance of such constraints almost without exception, and the many jurisdictions, in the U.S. and abroad, that have published guidance and/or regulations nearly all address these concerns. And although these guidelines and restrictions are not fully consistent across regulatory agencies, they are remarkably similar. Although some published guidance and regulation is too vague to be useful in terms of enforcement potential or proven safety benefits. Others may well serve as a model that State and local governments, and other roadway authorities might adopt.

We believe that the adoption of objective constraints for DBB placement in relation to official TCDs, to intersections and interchanges, and to decision and action points is firmly justified because, to a great extent, the design and placement of TCDs themselves is the result of empirical research that has led to nationwide standards. Similarly, the design of intersections and interchanges, and of roadway design for safe and efficient traffic movements, is based on long-standing, well-researched, thoroughly documented principles. Accordingly, we believe that prohibitions against the placement of distracting irrelevant stimuli in roadway settings where drivers must make decisions and take actions should be imposed.

Recommendations.

The guidance provided by the government of Queensland, Australia is particularly well researched and documented, and might serve as a basis for US highway agencies. Similarly, the recommendations promulgated in New South Wales, Australia, are relevant, as is the guidance developed in South Africa, with specific regard to the placement of DBBs relative to official traffic signs.

ANNUAL OPERATING PERMITS.

There are several reasons why a Government agency or toll road or other roadway operating agency might want to rescind the operating permit for a DBB after initial approval. For example, traffic delays, crashes, or other operational difficulties may increase and the authority may attribute such difficulties to the presence or operation of the sign. New technologies may become available and used on the sign that the authorities find inappropriate. The sign may experience frequent failures or misoperation. The road abutting the sign may need to handle increasing traffic, or may need to be upgraded with additional lanes, interchanges, or signage, placing the DBB, after the fact, in a location that the authorities believe to be unsafe.

The City of Oakdale, Minnesota, as discussed in Section 5, grants annual permits to operate DBBs; the permits must be renewed each year. This allows the City to maintain oversight of sign operation, and facilitates updates to controlling legislation should new technologies emerge or should new operational data or research findings suggest needed changes to sign location or operation. Without such a process, a permitted sign may continue to operate unchecked, regardless of whether new information would suggest modifications to placement or operation.

Recommendation.

Government agencies and roadway operating authorities might consider the practice adopted in Oakdale, Minnesota, whereby owners of DBBs are granted a permit to operate a sign for a year, and must renew the permit annually.

SECTION 7.

DIGITAL BILLBOARDS ON-PREMISE AND ON THE RIGHT-OF-WAY

Digital Billboards as On-Premise Signs.

On-premise signs, those that advertise products or services that are available on the property on which the sign is located, have been a mainstay in the US for generations. The objectives of the current project were to "develop guidance for state DOTs and other highway operating agencies with respect to the safety implications of the digital display technology for outdoor advertising signs." Traditionally, outdoor advertising signs refer to billboards, also known as off-premise signs. As such, on-premise signs are outside the scope of this report. However, to the average motorist, the difference between billboards and on-premise signs is transparent. In addition, as the cost of LED display technology comes down, and as the power of this technology grows, it becomes more likely that roadside businesses, particularly those with multiple users such as shopping centers, auto malls, sports complexes, and entertainment venues, will increasingly install large digital advertising signs on their property.

Generally, despite the fact that such displays may use the same technologies as billboards, the owners/operators of these signs are represented by different organizations, and they have been regulated quite differently than have roadside billboards. On-premise sign regulation is typically accomplished through local zoning codes, and may, in general, be far more variable and likely less stringent with regard to the means of the display, display characteristics, or the size of the sign than comparable controls on billboards. Many such codes have changed little in recent years, despite the growth of digital technology for on-premise displays.

From the traffic safety perspective, it is possible that the risk of driver inattention and distraction is higher for some on-premise signs than for some DBBs, because on-premise signs may be larger and closer to the road, mounted at elevations closer to the approaching driver's eye level, and placed at angles that may require excessive head movements, In addition, many such signs may display animation, full motion video, sound, and other stimuli.

To our knowledge, the largest digital advertising sign in the world is an on-premise sign, mounted on the roof of a grocery warehouse and store in New York City. This sign, shown in Figure 7, is 90 ft tall by 65 ft wide[15], and is mounted on a 165 ft tall steel post on the roof of the warehouse, adjacent to a major interstate highway. The sign, claimed to be visible for over two miles, was recently used during a five-month period to present a rotating series of 19 animated spots for a local magazine. The animation took advantage of the "billboard's ability to display high-impact full motion video and graphics." The president of the company that created the commercials said: "It's really a blast to be

[15] The face of this sign measures 5,850 sq ft, nearly nine times the size of a typical roadside DBB.

driving around the city and suddenly see your work looming over all of this traffic entering and leaving the city" (Black Hammer, Undated).

Figure 7. The world's largest LED sign; an on-premise sign in New York City. The sign measures 90 ft tall by 65 ft wide and is mounted on a 165 ft tall steel post on the roof of building.

For transportation agencies and traffic safety organizations concerned about the risks of driver distraction, digital on-premise signs should not be overlooked as a potentially important near-term concern.

Strictly from the perspective of driver safety, agencies might want to consider restrictions for on-premise sign operations at least as rigorous as those for billboards, as well as restrictions on size, height, proximity to the right-of-way, and angular placement with regard to the oncoming driver's line of sight. Of all of the guidelines proposed in this report for DBBs, there may well be an equal or greater need to consider similar controls for on-premise signs. In addition, consideration must also be given to such signs' capacity for animation, flashing lights or other special effects, and full motion video.

DIGITAL BILLBOARDS WITHIN THE RIGHT-OF-WAY

On October 10, 2008, Nevada Director of Transportation, Susan Martinovich, transmitted an SEP-15 project application to FHWA's Nevada Division Administrator, Susan Klekar, titled: "Auctioning Rights to Construct Enhancements on and within Roadway Interchanges" (Martinovich, 2008).

The heart of the proposed program is the "enhancement" of selected interchanges by private partners that have submitted the highest or best value bids to the State. The application suggests that these enhancements may include landscaping, "architectural facades such as archways, public art or other aesthetic features" (p. 2). In exchange for developing and constructing these enhancements (and, it is suggested, removing them at the end of the lease term) the winning bidder "would be allowed to advertise within the interchange right of way limits" (p. 2). Although the application places no restrictions on the type of advertising that might be considered, the State suggests that this advertising might likely take the form of "incorporating the private partner's trade name, trademark, logo or other similar device into the design of the proposed enhancements" (p. 2).

The application States: "No design or enhancement would be accepted that would create a safety issue for motorists or pedestrians" (p. 2), and "safety will be foremost. No design will be allowed that will compromise safety" (p. 5). Given that the State proposes no *a priori* assessment of potential safety impacts, that the installations will be in place for 10 or more years, and that the only suggested safety analysis would be an undefined comparison of accidents; it is difficult to understand how this commitment to safety could be fulfilled.

Further, although the State's application does not mention that any of the potential enhancements will involve electronic signage, neither are such displays foreclosed. In fact, the final paragraph of the application states: "The tourism based economy of Nevada relies on spectacular displays, be they man-made or natural. Such exceptions (sic) of grandeur make this program an ideal match" (p. 9). When the recognition of man-made spectacular displays is associated, as this proposal is, with "context sensitive design," the potential for the types of enhancements that are associated with Las Vegas and Reno cannot be discounted.

On August 27, 2008, the Director of the California Department of Transportation (Caltrans) wrote to the Secretary of the US Department of Transportation seeking support for the expansion of its efforts "to integrate private sector participation in the provision of infrastructure, service, and ongoing maintenance of the State's transportation system" (Kempton, 2008). One of the "potential opportunities" for such partnership was described as follows:

> The Department's system of changeable message signs could be enhanced through private sector participation. In exchange for use of the space on the signs for commercial purposes, businesses could enhance the level of graphics, provide a steady income source, and use state-of-the-art technology to increase the quality of transportation and safety-related messages that are relayed to the signs.

At the time of the Caltrans request, the popular press (see, for example, McGreevy, 2008, Miranda, 2008) reported that the initiative was proposed by Clear Channel Outdoor, one of the country's largest providers of DBBs. The Caltrans proposal has raised numerous concerns within the highway safety community. A significant concern is that this

initiative, if it went forward, would be in direct violation of several key sections of the Manual of Uniform Traffic Control Devices (MUTCD, 2003). Examples include:

> Traffic control devices or their supports shall not bear any advertising message or any other message that is not related to traffic control" (p. 1A-1).[16]
>
> Changeable message signs shall display pertinent traffic operational and guidance information, not advertising" (p. 2E-20).
>
> When a changeable message sign is used to display a safety or transportation related message, the display format shall not be of a type that could be considered similar to advertising displays. The display format shall not include animation, rapid flashing, or other dynamic elements that are characteristic of sports scoreboards or advertising displays (p. 2A-3).

Other sections of the MUTCD, including those that address signage that might be considered closer to messages that are commercial in nature, nonetheless prohibit advertising. For example:

> The content of the legend on each panel (of a Tourist-Oriented Directional Sign) shall be limited to the business identification and directional information for not more than one eligible business, service or activity facility. The legends shall not include promotional advertising" (p. 2G-1).

Indeed, in official interpretations of the MUTCD and its purposes over the years, the FHWA has consistently taken a strong position in opposition to advertising within the right-of-way, and has supported its views with the legal opinion of its chief counsel.

For example, in 2001, in a policy memorandum addressing the purpose of "Adopt-a-Highway" signs and their treatment in the MUTCD, then FHWA Deputy Executive Director Vincent F. Schimmoller stated, in part:

> Recently, it has come to our attention that there are a significant number of Adopt-a-Highway signs throughout the country displaying commercial trade logos, slogans, telephone numbers, Internet addresses, and similar forms of commercial promotion… These signs are clearly intended for advertising to the passing motorists rather than acknowledging the litter pickup service of an organization for which the program was intended…These actions concern us and we would like to clarify Federal Highway Administration's (FHWA) position on this subject.
>
> Adopt-A-Highway signs displaying commercial trade logos, slogans, telephone numbers, Internet addresses, and similar forms of commercial promotion are not in conformance with the 2000 MUTCD.

[16] Note that this "Standard" is the very first requirement specified in the MUTCD and is included in Section 1A.01, titled: "Purpose of Traffic Control Devices."

> Further, the placement of commercial advertisement within the roadway rights-of-way is a violation of Federal law and regulation.... Allowing the use of commercial advertising signs along the roadway is a disservice to the traveling motorist who is relying on roadside signs for regulatory, warning, and guiding information. The Specific Sign Logo program and the Tourist Oriented Destination Sign programs, which are in compliance with the MUTCD, have been developed to provide guidance information to the traveling motorist.

This memorandum was supported by an attached legal opinion from the FHWA Chief Counsel (Malone, 1996). This document stated, in part:

> Signs erected solely as advertising signs do not fit any of the accepted categories of the MUTCD. They certainly do not regulate or warn motorists. Nor do they "give such information as will help them [motorists] along their way in the most simple, direct manner possible"... They are not concerned with promoting "the safe and efficient utilization of the highways"...Advertising signs on the right-of-way therefore are not approved signs under the MUTCD.
>
> It would be ludicrous to suggest that Congress, while mandating the States to control advertising along thousands of miles of Interstate and Federal-aid primary highways, would also allow the States to erect billboards on the rights-of-way of those same thousands of miles of highway.

In closing, the Chief Counsel expressed his belief that "FHWA clearly has the authority to withhold funds from a State that allows the erection of billboards on the rights-of-way, an act which constitutes a failure to comply with Title 23 requirements."

More recently, Federal Highway Administrator Peters (2003) issued in interim policy on Acknowledgment Signs on rights-of-way. She said, in part:

> The FHWA recognizes a distinction between signing intended as advertising and signing intended as an acknowledgment for services provided.
>
> With regards to advertising signs within the highway right-of-way, the FHWA reaffirms its long held position that advertising is not permitted on highway rights-of-way.
>
> Generally speaking, an advertisement has little if any relationship to a highway service provided. The advertiser wants to get its recognizable company emblem or logo before the motoring public, and, if possible, information on how or where to purchase the company products or service. If the acknowledgment sign goes beyond recognizing the company's contribution to a particular part of the highway and includes phone numbers or Internet addresses, the sign would more properly be termed an advertising sign.

Even in her recognition of the acceptable role of acknowledgment signs in specific applications, Peters stated that "a compelling responsibility for public safety" leads the FHWA to find certain locations inappropriate for such signs, including "on the front, back or around the perimeter of any traffic control devices, including but not limited to:

- Traffic signal heads and supports,
- Any regulatory, guide or warning sign,
- Changeable message sign,
- Traffic control device posts or structures
- Bridge piers
- At any site where the acknowledgement sign would obscure the ability of a driver to detect and understand existing traffic control devices."

Further, she stated that such signs would be "inappropriate and not allowed on public highways…at key decision points where a driver's attention is more appropriately focused on traffic control devices or traffic conditions. These locations include, but are not limited to:

- Exit and entrance ramps and other lane-weaving areas
- Highway-rail grade crossings
- Work zones
- Areas of limited sight distance

In short, FHWA's ongoing policy, and its interpretation of the MUTCD and the legislation at 23 U.S.C. § 402(a) and § 109(d) under which the MUTCD was promulgated, have clearly expressed opposition to advertising of any kind within the right-of-way. Regardless of any benefits from the public-private partnerships that California and Nevada have suggested, and regardless of any State budgetary difficulties that might be eased by revenue from such partnerships, FHWA's position against advertising on the right-of-way has been consistently and, we believe, appropriately, based on its interpretation of the Federal Highway Administrator's authority to decide which signs "promote the safe and efficient utilization of the highways" (Malone, 1996).

Other highway and toll road operating authorities have been approached by advertising companies (see, for example, Dudek, 2008, p. 35), or have independently considered the use of outdoor advertising on new or existing signage within their rights-of-way (see, for example, The Port Authority of New York and New Jersey (PANY, 2006). There can be

little doubt that an official acceptance by FHWA of the ideas promulgated by California or Nevada in their recent SEP-15 initiatives would have important ramifications nationwide. Indeed, there is concern that some roadway operating authorities may not wait for FHWA action and may consider taking steps to approve advertising on their rights-of-way regardless of FHWA's position. The FHWA legal opinion discussed above (Malone, 1996) came in response to "a decision by the New Jersey Turnpike Authority to erect 12 double-sided billboards in the right-of-way of the New Jersey Turnpike..." And the PANY Request for Proposal advised proposers that "for the purpose of this analysis, the Consultant shall assume that the Authority is exempt from local, State, and Federal regulations, including FHWA policy" (Attachment A, Page 1).

Whether the placement and operation of DBBs within the right-of-way is a safety concern is an issue that is central to the present report. In addition, the precedent that would be set by the installation of such signs has important ramifications for the nation's highway system, and for the continued role of the MUTCD as the national standard for the design and use of official traffic control devices on streets and highways. Although a discussion of the history, development, and impact of the MUTCD is beyond the scope of this report, it bears comment that the document is unambiguous when it comes to the potential for commercial messages to be displayed on official signs.

It is the opinion of this author that permitting California to study its proposed exceptions to the requirements of the MUTCD and existing Federal law would bring about several adverse consequences:

- It would undermine decades of human factors research and application that ensures that information important to the driving task is conveyed to the motorist in the most clear, concise, succinct and unambiguous manner possible.

- It would set a dangerous precedent that would lead to similar actions by State and local governments, toll roads, and other private road operators nationwide.

- It would open to challenge the entire basis of the MUTCD, and erode confidence in and respect for the country's only standard for the proper use of traffic control devices on streets and highways.

And, most significantly, it would likely diminish safety and traffic flow on our streets and highways through a direct and immediate increase in driver inattention and distraction.

SECTION 8.

NEW TECHNOLOGY, NEW APPLICATIONS, NEW CHALLENGES.

This project has been focused on the impact of commercial electronic (digital) roadside signs on traffic flow and safety. Such signs, known as billboards in some jurisdictions and off-premise signs in others, are typically located outside the right-of-way, on private property, and they advertise products that are not sold, or services that are not performed on the property on which the sign is located. Billboards, regardless of the technology used to present and change the display, differ from on-premise signs in that the latter must be, generally, located on the premises at which the advertised service is performed, or product sold.

During the course of our research for this project, we learned of the growing use of new applications that increase the power and/or functionality of these digital, predominantly LED signs. These new applications have begun to appear on billboards in the US and abroad, on mobile (vehicle-mounted) displays, and on on-premise signs. Although some of these applications fall outside the charter of this project, this report would be incomplete without mention of them.

In most cases these new technologies and new applications are not addressed in Federal or local regulations and guidance; in some, regulations have already been imposed to address them. In a third category, some new developments appear to be in direct conflict with existing regulations or guidance. This chapter, although not contemplated when this project was initiated, will provide a brief overview of these new technologies and applications.

Billboard Audio and Other Stimuli.

Digital outdoor advertisements are already in use in some US locations that broadcast audio along with their visual messages. It is not unreasonable to assume that audio, and perhaps other attention-getting stimuli, may appear in the future. Internationally, we are aware that the SANRAL (2000) regulations recognize this potential, and prohibit it. Part B, Subsection 4 states: "No advertisement will be allowed that emits a noise, sound, smoke, smell or odours" (p. 13). In the U.S., both St. Croix County, Wisconsin, and the city of Tucson, Arizona, have similar requirements.

Digital Billboards on Moving Vehicles.

Vehicles in the traffic stream, primarily commercial trucks, have long borne advertisements for the truck owner or for the products being carried. One might think of these as mobile "on-premise" signs. In some cases, "supergraphics" (although, not, to our

knowledge, digital) have been demonstrated that can convert trucks or large, over-the-road trailers into dramatic mobile visual images. One example is shown in Figure 8.

Figure 8. An over-the-road trailer featuring "supergraphic" imagery.

Urban and suburban taxicabs, buses, and rail transit vehicles may also display advertisements, and increasingly, these advertisements feature LED signage. These are the equivalent of mobile "off-premise" ads in that they advertise a product or service that has nothing to do with the vehicle displaying the ad.

For example, as part of its "Prepare Bay Area," earthquake preparedness campaign, the (San Francisco) Bay Area Chapter of the American Red Cross faced a truck with a two-sided artist's rendering of what downtown San Francisco might look like after the next earthquake. The truck drove around the city to attract attention, then parked at a location where the billboard lined up perfectly with the existing streetscape, as shown in Figures 9a and 9b.

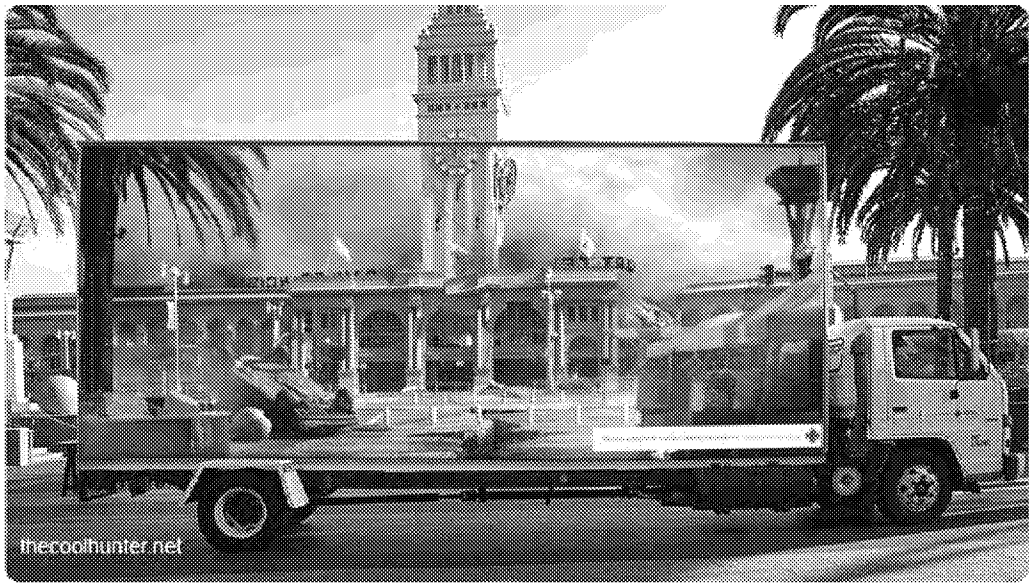

Figure 9a. A mobile billboard from the (San Francisco) Bay Area Chapter of the American Red Cross parked in front of a building, depicting what might happen to that building after an earthquake.

Figure 9b. The same mobile billboard shown in Figure 8a looking in the opposite direction.

In the past few years, a number of products have become available that take advantage of the latest technologies to incorporate LED billboards onto the sides and rear of commercial trucks. In many cases, the sole purpose of such vehicles is to serve as a rolling advertisement; in others, the truck may display advertising while in transit, then park at a specific location to use its large-screen display in support of a concert, sporting event, parade, or other special function. In the latest advances, these signs can be raised electrically or hydraulically above the roof level of the truck; in some cases they can also rotate 360°. One company, named GoVision, advertises that its vehicles can display full

motion video while in moving traffic. Indeed, news reports indicate that this occurred recently in Boston. On its website (www.govision.com) the company describes two products, a 40 ft trailer with a 9 ft high by 16 ft wide LED screen, and a 48 ft trailer equipped with a 627 sq ft, high definition video (720p resolution) wide LED screen.[17] The smaller vehicle, with its LED screen blank, is shown in Figure 10.

Describing this "moving television" product, the company suggests these uses:

- Get stuck in morning traffic playing a breakfast products commercial
- Drive around a sporting event's traffic promoting the new high powered SUV
- Add GoBig to your Xmas parade playing the latest holiday movie clips

Figure 10. A 40 ft trailer with an integral LED video screen measuring 9x16 ft. The screen shows full motion video while the truck is moving in traffic, and can be raised to a height of 25 ft for viewing while parked.

In other, less dramatic examples, several urban and suburban commuter bus and rail systems have begun to integrate digital billboards onto the sides of their vehicles. Figure 11 shows an urban transit bus displaying a digital advertisement.

[17] A standard size highway billboard, conventional or digital, measures 672 sq ft.

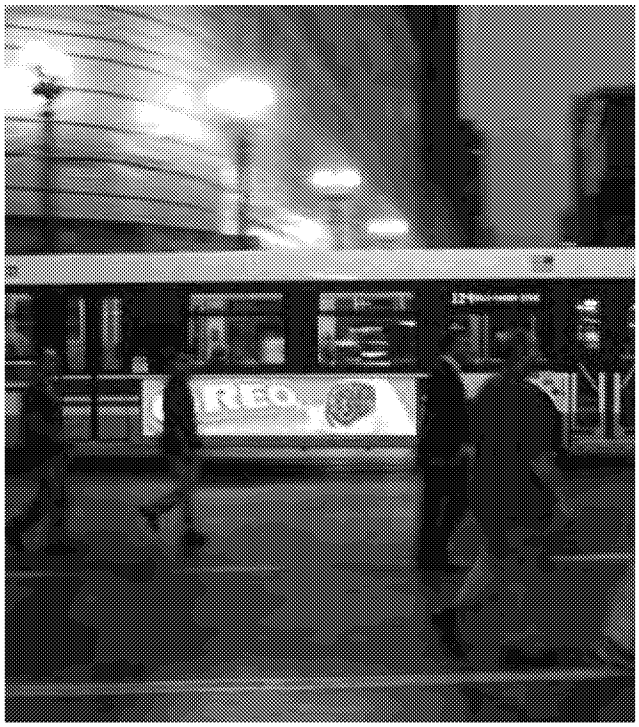

Figure 11. An urban transit bus displaying an LED billboard in traffic.

Although we are unaware of any research that has been conducted to evaluate these mobile display units, it would seem that the potential for driver distraction from the use of this technology within the traffic stream is quite high, not only because the changeable (and video) signs are in physical motion, but also because the presence of the advertising signage at extremely close lateral distances may require an extreme eye and/or head movement for the sign to be seen.[18]

As discussed earlier in this report, several jurisdictions have recognized or anticipated the risk of vehicle-based advertising, and have imposed restrictions on its use. In some cases, these controls are also directed at such vehicles when they are in operation while parked adjacent to roads visible to passing drivers within the jurisdiction's control. See, for example, the ordinances of St. Johns County, Florida, and Tucson, Arizona, discussed in Section 5.

[18] It is noted that digital display technology using LEDs is also being marketed to the general public as a mechanism both for "personalizing" a vehicle, or for "marketing," "while providing automobile owners with an opportunity to profit from driving their vehicle." (See, for example, LED Wheels, 2004). Although there is clear potential for driver distraction from such vehicle-mounted digital imagery, it is beyond the scope of this project to determine whether such applications would constitute commercial advertising and thus be subject to the controls in place in certain jurisdictions and which may be considered for adoption in others.

"Personalized" And Interactive Billboards.

Interactive billboards, those that permit, support, or encourage personalized communications with the driver *in real-time*, have begun to appear on US roads, although this technology seems to be more progressing more quickly in Europe. Made possible by newer and ever more sophisticated technologies include cellular phones, text messaging, RFID, infra-red cameras, and others, these DBBs may take several different forms. These are briefly discussed below.

a. Signs that convey a personal greeting to the driver.

The popular Mini Cooper automobile, owned by BMW Corporation, has introduced a series of billboards in major US cities that display a static image of the automobile, along with a one line digital display that is normally blank. However, if the owner of a Mini Cooper has "opted in" by expressing an interest in the program, the sign's digital display will present a "personal greeting" to the approaching driver. Figure 12 illustrates one of these billboards in use in New York City.

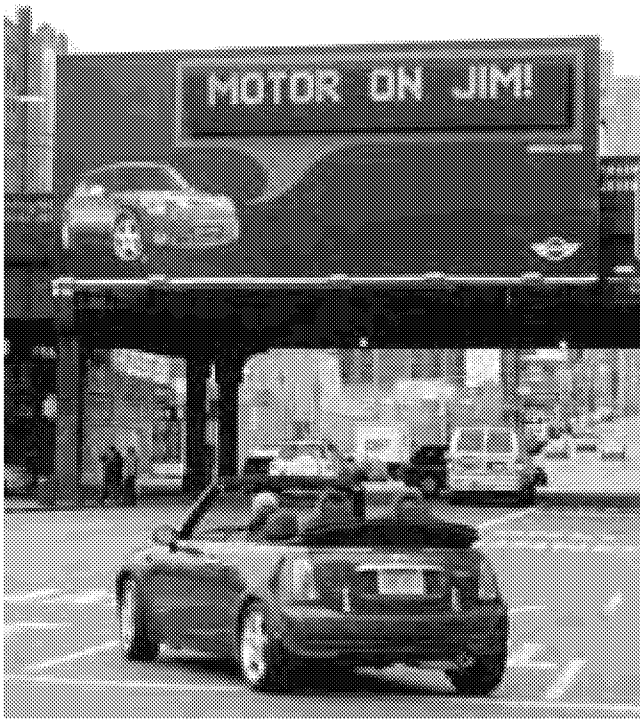

Figure 12. Personalized Mini Cooper billboard.

b. Signs that interact with the driver in real time.

In Paris, a trial has begun in which cell phone users who have agreed to participate will receive phone calls from billboards (Christensen, 2006; Crampton, 2006). These calls will offer additional product information, promotions, etc., that are keyed to the users' location-enabled cell phones. The enabling technology was originally developed by the French National Institute for Research in Computer Science and Control to provide assistance to disabled people. According to the outdoor advertising

company that is running the project: "With this project, we are really starting to create the personalized digital city… We eventually will see a rich dialogue running between mobile phone and what are now uncommunicative objects."

In Belgium, as a driver approaches the digital billboard shown in Figure 13 the sign displays a series of codes. The driver chooses one, and sends a text message to an indicated number. The billboard responds by sending a return message containing a question. The driver then texts his answer to the question. The answer, in turn, triggers the DBB to respond like a pinball machine. A correct answer causes the sign to light up, and the driver is entered into a drawing (in this case, for the pictured car); a wrong answer causes the sign to "tilt"

Figure 13. Interactive billboard in Belgium. See text for details of the sign's operation.

c. Signs that unobtrusively obtain information from drivers and vehicles.

Adjacent to an exit ramp along US 99 in Turlock, California, a "smart" 20 ft by 30 ft high-definition DBB (Figure 14) monitors the passive "local oscillator" signals emitted by the FM radios of passing vehicles. These signals reflect the frequencies to which the radios are tuned. The system compiles the statistical data, merges it with a media audit database that contains detailed consumer demographic and purchasing pattern information coded by radio station format, and enables the sign to post ads targeted to that demographic. "Smart Signs could inform passing motorists about special offers to shoppers as they approach stores or malls. A Smart Sign could entice consumers to respond via text message to a question posed by the sign. Information can even be pulled off the internet and displayed" (Christensen, 2007).

Figure 14. A "smart" DBB in Turlock, California

Many digital billboards have been equipped with video cameras that can record approaching traffic. A recent service aimed at the outdoor advertising industry permits an inconspicuous billboard-mounted camera, supplemented with an infra-red surround lighting device, to record the eye-movements of drivers approaching the sign (Skeen, 2007). Although this service is currently offered as a means to demonstrate to sign owners the amount of driver attention being given to their sign and its specific messages, it is a small technological step to combine these eye movement recordings with other demographic or personal information to target personalized messages or provide other "services."

DBB Hacking.

One concern about DBBs, unlike any other in this report, is the potential for computer "hackers" to break into the control or communications system for these displays and change the messages and images displayed. For many years, loosely organized groups like the Billboard Liberation Front have made commercial billboards their targets for mischief. The type of technology that wirelessly controls DBBs has proven vulnerable to such vandalism, although reports of such hacking have been disputed.

Related technologies, such as those used for official portable changeable message signs (PCMS) have been successfully hacked in different jurisdictions on several occasions. Just before this report was finalized, the popular news media reported on a series of such hacks at a construction zone in Austin, Texas (Miller, 2009). Figure 15 shows one PCMS that was affected by this activity. At the same time, several websites published detailed instructions on how to perform such hacks (see, for example, Wojdyla, 2009). Although this latest example of vandals hacking into digital signs was quickly fixed by the sign manufacturer, the fact remains that roadside digital control technology is susceptible to being taken over by criminals or pranksters intent on changing the messages and images

displayed on the signs for their own amusement, political or social purposes, or for other reasons. DBB owners and operators should be alert to these challenges, and should design, develop and implement corrective actions. Government agencies responsible for the regulation and oversight of such signs should ensure that any potential vulnerabilities are protected against.

Figure 15. A portable changeable message sign (PCMS) that was "hacked."

SECTION 9.

SUMMARY AND CONCLUSIONS

This project has focused on three overlapping pillars of support in its effort to develop suggested guidelines for the control of DBBs: (a) human factors practices and principles; (b) guidelines and regulations currently in place in the US and abroad; and (c) the research literature.

Human factors principles have been developed over many years through empirical research, and have seen applications in practice regarding road safety throughout the developed world. Such principles and practices are codified in standards such as the MUTCD and SARTSM, to name but two, which were reviewed for this report. The wisdom of such human factors practices and principles is tested daily on streets and highways, and they are constantly being modified or supplemented when a "better mousetrap" is developed through research (recent examples include the development and implementation of the Clearview font for road signs, and the growing use of wider pavement markings to accommodate our ageing driver population).

And, in the guidelines and regulations that we reviewed, it was rewarding to learn that many of them, too, come from a solid research base. Examples of these empirically grounded guidelines include those in South Africa, Queensland, Australia, and The Netherlands (currently under development). Of course, some guidelines and regulations, even though based on sound research, either don't get enforced, or don't make it out of the draft stage. Thus, one of our goals has been to seek out the best supported and most practical guidelines that have been promulgated, review them based on their grounding in research and/or sound human factors practice, and hold them out as candidates that might serve as models for others to consider.

Our comprehensive and critical review of the literature focused on studies undertaken since the FHWA report of 2001, with the addition of several earlier studies that were included because of their relevance and because they were not previously given in-depth consideration in this context. As required by the program Statement of Work, we also separately reviewed research undertaken by or on behalf of the outdoor advertising industry.

Unfortunately, this issue is enormously difficult to study. This is because every billboard, road, and driver is different. A study evaluating a four-second message display interval might obtain quite different results from one using eight-seconds. A study in daylight will almost certainly find different driver responses than the identical study conducted at night. And a study conducted with free-flowing traffic may have a different outcome than one that examines the same road and the same billboard when traffic demands are greater. In addition, the key selling point of DBBs is that they can change messages every

few seconds, and it is technically possible for them not to repeat the same message during a several hour cycle. Thus, studying such billboards *in situ* confronts the researcher with the added problem that it may be difficult to compare the experiences of any two (or more) drivers as they pass the DBBs under study for the simple reason that these drivers will, in all likelihood, experience signs with different content, different brightness levels, different graphics, and different font styles and sizes. This suggests that laboratory studies, despite what we believe to be important limitations, may permit better control over these inherent sign design and operational variables. Another alternative, not yet attempted with DBBs to our knowledge, involves a cooperative effort between researcher and sign operator in a field setting, so that the many relevant variables can be controlled and systematically presented to drivers, thus maintaining the validity of the field setting with some of the experimental control more commonly available only in the laboratory. Nonetheless, it is difficult if not impossible to design and conduct a research study whose results can be applied with confidence to DBBs as a whole.

In the recently published FHWA study, Molino and his colleagues (2009) comprehensively assessed the strengths and weaknesses of different research methods that might be applied to this challenge. When combined with the daunting number of DBB-related factors[19] (and levels within each factor), as well as the many measures that might be addressed to provide a complete answer to this research question, we believe that it is unlikely that any agency, private organization, or public-private partnership will have the resources available in the foreseeable future to undertake such a study. At best, future studies may be able to answer questions such as:

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[19] A subset of the number of DBB-related factors that must be studied to fully answer questions about DBBs and traffic safety.

Message change interval
Duration of message change
Sign luminance at night
Sign dimensions
Distance of DBB to traveled lanes
Angle of sign orientation to the approaching driver
Proximity of DBB to official signs, or on-premise advertising signs
Number and width of lanes of travel
Roadway geometry – vertical and horizontal curvature
Speed limits and prevailing speeds
Traffic volume
Traffic mix (e.g. percentage of large trucks, buses)
Proximity of DBB to exit or entrance ramps, gores, lane drops, route divides
Familiarity of the motorist with the roadway
Weather conditions
Environment in which DBB is located (e.g. urban, suburban, rural)
Amount of information presented on a DBB
Information presentation (color, contrast, font, etc.).

- Is a DBB that changes its message every eight seconds more distracting than one whose message is fixed for 60 seconds or longer?
- Is a sign of night luminance X more distracting than one of luminance Y?
- Do DBBs within certain defined distances of entrance or exit ramps contribute to more erratic or delayed vehicle movements than DBBs at greater distances?

In short, the issue of the role of DBBs in traffic safety is extremely complex, and there is no single research study approach that can provide answers to all of the many questions that must be raised in looking at this issue. When we recognize that not every study is designed well or conducted rigorously, or where inappropriate assumptions are made or questions asked, there should be little wonder why research has not yet been able to fully "resolve" this issue.

Adding to the challenges of developing empirical answers that will satisfy the criteria for the development of guidelines or regulations is the fact that DBB technology and applications are evolving quickly. As costs come down and capabilities increase, new applications will be found for this technology. What will be the benefit of research that addresses the distracting effects of DBBs when on-premise LED signs will soon be proliferating – signs that may be larger, brighter, closer to the road, and displaying animation and full-motion video? Regulations promulgated for off-premise DBBs may seem quaint almost as soon as they are written. Potential research, even now, is years behind the implementation of the types of signs that are the subject of the research. How will we address the questions posed by roadside digital advertising that interact with the driver in real time by sending personalized messages to mobile phones, and requesting real-time responses by text messaging? And how will (or should) we address issues raised by digital signs that record potentially personal information about drivers passing such signs?

These are not questions that can be resolved in this report. There is hopeful news, however, about progress that has been made in forming and responding to key research questions. Almost without exception, the research studies discussed in this report have made dramatic advances in methodological sophistication, statistical power, and control of extraneous variables compared to those studies discussed in earlier research reviews. As a result, these more recent studies (primarily those completed within the past ten years) typically produce results and conclusions that are more reliable and valid than those of which their predecessors were capable. And, tellingly, the results of the most recent research are remarkably consistent.

A small number of important research studies, all published (or to be published) within the past several years, may have opened the door to a solution to the long-standing question of whether unsafe levels of driver distraction can occur from roadside billboards. The first, by Horrey and Wickens (2007) demonstrated that when making decisions that may result in road safety guidelines or regulations, we should be concerned, not with mean performance but rather with the poorest performances, those in the "tails" of the distribution. Of course, in many ways highway, traffic, and human factors engineers have been designing our vehicles and roadways in this manner for many

years. Human factors professionals speak of designing systems to accommodate the 95th percentile operator, (e.g. FHWA, 1998), roadway geometric design is often established based upon 85th percentile speeds (e.g. Schurr, et al., 2005), the size of letters on highway signs and the width of pavement markings are being increased to accommodate the older driver's deteriorating visual acuity, and even the duration of push-button actuations for pedestrian crossing signals is now based on research that focuses on the tails of the distribution (Noyce & Bentzen, 2005). Horrey's and Wickens' arguments were made in the context of a study that evaluated eyes-off-road time for interacting with in-vehicle technology, but the implications should be the same for external distracters such as DBBs, and have been so demonstrated by Chan et al. (2008).

The second study, a breakthrough known as the 100 car naturalistic driving study, has produced a number of separate reports (for example, Klauer, et al., 2005, Klauer, et al., 2006a, Klauer, et al., 2006b). Although "naturalistic" driving studies had been conducted on a small scale previously, Klauer and her colleagues at Virginia Tech Transportation Institute (VTTI) were the first to employ this methodology on a large scale. As discussed earlier in the present paper, these researchers placed 100 highly (but unobtrusively) instrumented cars in the hands of 100 people and allowed them full use of these vehicles for 18 months. There were no experimenters present in the vehicles, data was collected without any interference to the driver and was downloaded remotely, and the participants were free to drive these vehicles in any way they wished, as if they were their own. One finding from this work that is of particular interest in our discussion of DBBs is that a driver's eyes-off-road time due to external-to-the-vehicle distraction or inattention was estimated to cause more than 23% of all crashes and near crashes that occurred.

The third study of relevance here (Chan, et al., 2008), also discussed earlier in the present report, used a driving simulator to study the tails of the distribution when participants drove a five mile route while performing a series of in-vehicle and external-to-the-vehicle distracting tasks. The authors found, as they expected, that younger drivers, when dealing with the in-vehicle task, took their eyes off the road for a significantly longer time than did the older drivers (2.76 seconds vs. 1.63 seconds, respectively, when the measure was the mean length of the maximum episode of continuous inattention). Quite to the researchers' surprise however, were their findings that: (a) the maximum episode durations were much longer for the out-of-vehicle tasks than for the in-vehicle tasks, and (b) that the difference between the older and younger drivers in the out-of-vehicle tasks was small (pp. 16-17). Specifically, they found that the average maximum duration for the out-of-vehicle tasks (for all participants) was 3.54 seconds, vs. that for the in-vehicle tasks of 1.35 seconds, a highly significant difference. The difference in average maximum duration for out-of-vehicle tasks between the older and younger drivers, however, was 3.41 vs. 3.67 seconds, an insignificant difference. The authors' conclusion is that younger and older drivers are "equally bad" in being distracted by external stimuli, in that neither age/experience group has "learned to limit the durations of their glances off to the side of the vehicle" (p.22). Finally, even a study sponsored by the outdoor advertising industry (Lee, McElheny, & Gibbons, 2007), despite an experimental design that sought to minimize the differences between DBBs and other roadside stimuli, has produced results showing significantly longer average glance durations to roadside digital

signs than to "baseline" sites and to traditional (fixed) billboards, and, the researchers suggest, *all* measures of visual glances indicative of driver distraction would prove to be significantly worse in the presence of digital signs if a full study was to be conducted at night.

In short, we have made substantial progress in our understanding of the impacts on driver distraction from external-to-vehicle sources since the late 1990s. We now know that extended episodes (two seconds or longer) in which a driver's eyes are not attending to the driving task greatly increases (by 3.7 times) the likelihood of a crash (Klauer, et al., 2006a). Other researchers have suggested that the upper limit for an acceptable distraction episode may be 0.75 second (Beijer, et al., 2004, Smiley, et al., 2005) or 1.6 seconds (Wierwille and Tijerina, 1998). And, as shown both by Beijer (2002) in an on-road study, and by Chan and her colleagues (2008), in a simulator study, there is growing evidence that billboards can attract and hold a driver's attention for the extended periods of time that we now know to be unsafe. As stated succinctly by Beijer, his findings seem to show that "drivers are comfortable turning their attention away from the road for a set period of time, regardless of the demands of the driving task" (p. 76). And, as Chan, et al., describe it: "These data … indicate that it is likely that our out-of-vehicle tasks (which not only engage attention but also draw the eyes and visual attention away from in front of the vehicle) would have quite significant detrimental effects on processing the roadway in front of the vehicle" (p.22).

We also have data to show, despite a lack of analysis by the researchers, that an on-road study (Lee, et al., 2007) using an instrumented vehicle found many more such long glances made to DBBs and similar "comparison sites" consisting of (among other things) on-premise digital signs, than there were to sites containing traditional, static billboards, or sites with no obvious visual elements. Indeed, the mean values for these long glance durations proved to be significantly greater for the sites with digital signs than for the others. From the same study, we have evidence expressed by the researchers that if we were to conduct our research at night we would find that *all* measures of eye glance behavior would demonstrate significantly greater amounts of distraction to digital advertisements than to fixed billboards or to the natural roadside environment, and that driver vehicle control behaviors such as lane-keeping and speed maintenance would also suffer in the presence of these digital signs. Because the design of this study minimized the differences between the characteristics of DBB sites and the others, and did not report all of the pertinent data collected, it seems reasonable to believe that the differences found might be more pronounced in a more rigorous experiment.

When we add the results of these recent, applied research studies, to the earlier theoretical work by Theeuwes and his colleagues (1998, 1999), in which they demonstrated that our attention and our eye gaze is reflexively drawn to an object of different luminance in the visual field, that this occurs even when we are engaged in a primary task, and regardless of whether we have any interest in this irrelevant stimulus, and that we may have no recollection of having been attracted to it, we have a growing, and consistent picture of the adverse impact of irrelevant, outside-the-vehicle distracters such as DBBs on driver performance.

Beyond the issues of research, however, we also face what we might call a "criterion problem." States and local jurisdictions must ask themselves this question: What level of knowledge and what degree of certainty must we have before we can be confident in the issuance of guidelines or regulations about DBBs? For example, must we have demonstrable proof that DBBs *cause* crashes? This is the argument raised by the outdoor advertising industry whenever it challenges a local code or ordinance, or goes to court to overturn a permit denial. If crash causation is the standard that must be met, we may never get there. This is not necessarily because DBBs are not a causative factor in crashes; it is, as most researchers believe, more likely that our research methods are not sufficiently sensitive to identify this linkage. This, in turn, is a result of the substantial difficulties involved in conducting post-hoc statistical analyses of crash summaries for an issue that is so profoundly complex. When we know that more than 80% of accidents are not reported to the police, that drivers would not likely admit crashing as a result of such distraction, and that research has clearly shown that our attention as well as our eyes are reflexively drawn to objects such as DBBs even when we have no interest in them and have a more important task to perform, and that we may well be unaware of attending to them at all, it is little wonder that such epidemiological studies may simply be incapable of adding to our knowledge of the traffic safety impacts of DBBs.

Then again, we have rarely required proof of actual crash causation prior to setting speed limits, restricting in-vehicle mobile telephone use, or even developing current billboard operational and location restrictions. The argument against the control of DBBs because studies to date have not proven a cause and effect relationship between DBBs and crashes is simply spurious. It would seem sufficient to initiate action based on a level of consistency achieved in research. And such consistency is now being achieved.

It is likely that those who feel that no guidance or regulations can be promulgated until we have clear proof of causality will continue to argue that there is insufficient information to take any action in this regard regarding roadside DBBs. But those who think that their job is to do what they can to enhance safety for the traveling public based upon the best available information, now have, in our opinion, access to a strong and growing body of evidence, including evidence from industry supported research, that roadside digital advertising, attract drivers' eyes away from the road for extended, demonstrably unsafe periods of time.

States and local jurisdictions faced with permit applications or challenges to denied permits need to have a sound basis for their decisions. The research underway by FHWA as this is written may begin to provide specific, directed answers to assist these officials in their work. In the interim, these governmental agencies and toll road operators, faced with the need to make such decisions now have, in our opinion, a sufficient and sound basis for doing so.

SECTION 10.

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EXHIBIT 3

Effects of Outdoor Advertising Displays on Driver Safety

Requested by
Suzy Namba, Caltrans Division of Design

October 11, 2012

The Caltrans Division of Research and Innovation (DRI) receives and evaluates numerous research problem statements for funding every year. DRI conducts Preliminary Investigations on these problem statements to better scope and prioritize the proposed research in light of existing credible work on the topics nationally and internationally. Online and print sources for Preliminary Investigations include the National Cooperative Highway Research Program (NCHRP) and other Transportation Research Board (TRB) programs, the American Association of State Highway and Transportation Officials (AASHTO), the research and practices of other transportation agencies, and related academic and industry research. The views and conclusions in cited works, while generally peer reviewed or published by authoritative sources, may not be accepted without qualification by all experts in the field.

Executive Summary

Background

Digital and other outdoor advertising displays are becoming more common along California's highways, and Caltrans is considering generating income with advertisements on changeable message signs and outdoor advertising displays on state-owned rights of way outside of the operational highway. Local agencies, commercial businesses and private landowners are also looking at digital displays as a way to generate income.

However, the technology for digital displays is relatively new, and there has been little account taken of their effects on driver safety. Further, there are no regulations regarding their font size or complexity. Caltrans needed more data to determine whether digital displays and other forms of outdoor advertising constitute a safety hazard to drivers.

To conduct this investigation, CTC carried out a literature search to:

- Identify existing or in-progress research about the driver safety impacts of static signs, digital billboards and other displays, including the effects of brightness/illumination, font size and visual complexity of the signs.
- Review research on both on-premise and off-premise signage as well as the broader aspects of how guide signs (as given in the California Manual on Uniform Traffic Control Devices) affect safety.
- Investigate how other states are regulating the use of digital displays.

Summary of Findings

We gathered information in three topic areas:

- Federal Guidance on Digital Displays
- Related Research
  - The Wachtel Report and Pre-2009 Literature on Outdoor Advertising Safety
  - Literature on Outdoor Advertising Safety Since the 2009 Wachtel Report
  - Luminance Criteria and Other Human Factors for Sign Design
- State Regulations

Following is a summary of findings by topic area.

Federal Guidance on Digital Displays

A 2007 Federal Highway Administration (FHWA) memo makes recommendations for changeable message sign message duration (8 seconds), transition time (1 to 4 seconds), brightness, spacing and locations.

Related Research

The most thorough review of the literature to date on digital display safety is the 2009 report Safety Impacts of the Emerging Digital Display Technology for Outdoor Advertising Signs by Jerry Wachtel. Wachtel has been the president of The Veridian Group, a California human factors research consulting firm, for 22 years and has published numerous studies on outdoor advertising safety.

We give a summary of this report and include a selection of the references cited for studies in or before 2009. (We found no relevant studies for this period not included in Wachtel's report, which covers both digital and nondigital outdoor advertising.) In a separate section, we discuss literature on outdoor advertising safety that has been published since Wachtel's report.

The Wachtel Report and Pre-2009 Literature on Outdoor Advertising Safety

Based on the literature review, Wachtel concludes that:

- Studies regularly demonstrate that roadside advertising, including digital billboards, contributes to driver distraction at levels that adversely affect safe driving performance.
- There are consistent research recommendations regarding brightness, message duration and change interval, and other factors.

Wachtel also gives a thorough survey of national and international guidelines and regulations for digital billboards, and based on these (along with the literature review) makes recommendations for digital billboard guidelines, including:

- *Message duration:* A minimum display duration of sight distance to the digital billboard (feet)/speed limit (feet/second).
- *Message interval:* An interval between successive displays that is close to instantaneous as possible.
- *Display brightness:* Brightness, luminance and illuminance limits based on the ambient lighting conditions of digital billboards.
- *Digital billboard spacing:* Spacing between digital billboards that does not face a driver with two or more displays within his field of view at the same time.
- *Other:* The prohibition of visual effects, message sequencing, and the placement of digital billboards near traffic control devices and driver decision and action points.

Wachtel concludes that there is growing evidence that digital billboards distract drivers because these signs increase driver glance duration and the driver's gaze is reflexively drawn to objects of different luminance in the visual field.

Findings from the literature support the argument that while there is no definitive research showing increased crashes due to the presence of billboards or digital billboards, there is an increased crash risk based on research on the effects of billboards on driver attention and the effects of driver distraction on safety:

- Billboards can have a significant effect on driver speed, lateral control, mental workload, ability to follow road signs, and eye movements and fixations, with older drivers particularly affected. (*The Effects of Visual Clutter on Driving Performance* and *Driven to Distraction, An Evaluation of the Influence of Roadside Advertising on Road Safety*, and *Review of Roadside Advertising Signs*). And visual clutter generally can distract drivers (*Driver Distraction by Advertising*).
- Digital billboards attract more attention than regular billboards, with larger number of glances and longer glances (*Driving Performance and Digital Billboards* and *Observed Driver Glance*

Behavior at Roadside Advertising Signs). Wachtel notes that the implication is that the shorter the message duration, the longer the driver's glance in anticipation of the next message.

- Drivers engaging in visually demanding tasks have a crash risk three times higher than attentive drivers; while brief glances do not increase risk, glances of more than two seconds at least double crash risk (*The Impact of Driver Inattention on Near-Crash/Crash Risk*).
- While studies have not been able to establish a statistical relationship between the presence of billboards and traffic safety, these studies have been flawed in design, and the use of accident data in evaluating the impacts of billboard is ill-advised (*The Impact of Roadside Advertising on Driver Distraction, A Study of the Relationship between Digital Billboards and Traffic Safety in Cuyahoga County, Ohio, Driving Performance and Digital Billboards*, and *Driving Performance in the Presence and Absence of Billboards, Effects of Roadside Advertisements on Road Safety*).
- More research is needed. A 2009 FHWA study on the effects of commercial electronic variable message signs on driver attention and safety (of which Wachtel is a co-author) proposes a three-stage program of research: an on-road instrumented vehicle study, a naturalistic driving study and an unobtrusive observation study (*The Effects of Commercial Electronic Variable Message Signs (CEVMS) on Driver Attention and Distraction*).

Literature on Outdoor Advertising Safety Since the 2009 Wachtel Report

We found a number of studies on outdoor advertising safety that have been published since the Wachtel report; but only three on digital billboard safety specifically. These studies reaffirm the negative effects of billboards on driver attention, despite the fact that no correlation can be found between the presence of billboards and increased crash rates:

- Advertising billboards affect driver's ability to detect changes in road scenes, especially when the roadway background is more cluttered (*Advertising Billboards Impair Change Detection in Road Scenes*). In general they affect lateral control and mental workload (*Conflicts of Interest*), and change drivers' pattern of visual attention, increasing the amount of time needed for drivers to respond to road signs and increasing driving errors (*Effects of Advertising Billboards during Simulated Driving*). A 2010 study concludes that among distractions external to vehicles, roadside advertisements have the strongest correlation to collision frequency (*Quantifying External Vehicle Distractions and Their Impacts at Signalized Intersections*).
- A 2011 FHWA study scans outdoor advertising control practices in Australia, Europe and Japan (*Outdoor Advertising Control Practices in Australia, Europe, and Japan*).
- A 2010 Transport Research Laboratory study concludes that video billboards draw longer and more frequent glances from drivers than static advertisements, with drivers showing greater variation in lateral lane position, driving more slowly and braking harder (*Investigating Driver Distraction*). A 2011 study shows that video billboards also lead to more rear-end collisions when there is a hard-braking lead vehicle (*External Distractions: The Effects of Video Billboards and Windfarms on Driving Performance*).
- A 2010 study showed no impact on driver performance after the installation of a digital billboard (*The Impact of Sacramento State's Electronic Billboard on Traffic and Safety*), and a 2009 study shows no correlation between hazardous intersection and the presence of digital billboards in Los Angeles (*Digital Billboard Safety amongst Motorists in Los Angeles*).
- Preventing distraction by digital billboards requires controlling lighting at nighttime, lengthening message duration time, simplifying message information and prohibiting message sequencing (*Digital Billboards, Distracted Drivers*).

Luminance Criteria and Other Human Factors for Sign Design

We also include a number of studies on human factors for the design of signs in general (including guide signs). Topics include congruent visual information, legibility, message design for variable message signs and luminance criteria for digital billboards. A 2010 study by Arizona State University (*Digital LED Billboard Luminance Recommendations*) suggests that:

… drivers should be subjected to brightness levels of no greater than 10 to 40 times the brightness level to which their eyes are adapted for the critical driving task. As roadway lighting and automobile headlights provide lighting levels of about one nit, this implies signage should appear no brighter than about 40 nits.

State Regulations

- An undated chart from the Outdoor Advertising Association of America summarizes state regulations on changeable message advertising signs. Generally minimum message duration is between 4 and 10 seconds, with 6 and 8 seconds most common; the maximum interval between messages is 1 to 4 seconds; and spacing is most commonly 500 feet. A review of state practices is also included in Appendices B and C of the 2001 FHWA study, Research Review of Potential Safety Effects of Electronic Billboards on Driver Attention and Distraction in **Related Research**.
- We survey the digital advertising display regulations of 12 states. Of note are Massachusetts and Tennessee, which are currently updating regulations to specifically address digital billboards.

Gaps in Findings

- While there is a significant amount of research on the effects of outdoor advertising on driver distraction, there is little research definitively showing that outdoor advertising affects crash rates, and there are a limited number of studies on digital billboards specifically.
- We found little research justifying common regulations and design recommendations for digital billboards, including brightness/illumination, font size and visual complexity. Recommendations are typically based on common state practices.
- We found little research on the safety effects of signage in general, including guide signs.
- We did not find research in progress for any areas of inquiry.

Next Steps

- Caltrans may be able to gather additional information about current practice and regulations by surveying the other state DOTs.
- Caltrans could consider launching a multi-year research study, either by itself or with other states, aimed at measuring changes in crash rates after installation of digital displays.
- Caltrans could follow up with the Outdoor Advertising Association of America to determine the sources and dates of the data presented in their State Changeable Message Chart; OAAA may also have other unpublished research of interest.

Federal Guidance on Digital Displays

Guidance on Off-Premise Changeable Message Signs, Federal Highway Administration, September 2007.
http://www.fhwa.dot.gov/realestate/offprmsgsnguid.htm
Guidance from this memorandum is as follows:

- Duration of message: Between 4 and 10 seconds; 8 seconds is recommended.
- Transition time between messages: 1 to 4 seconds.
- Brightness: Adjust brightness in response to changes in light levels so that signs are not unreasonably bright for the safety of the motoring public.
- Spacing: Not less than minimum spacing requirements for signs under the federal/state agreement (FSA), or greater if determined appropriate to ensure the safety of the motoring public.
- Locations: As where allowed by the FSA except where such locations are determined to be unsafe.

Related Resources:

Outdoor Advertising Control, Federal Highway Administration, January 3, 2012.
http://www.fhwa.dot.gov/realestate/out_ad.htm
This web page provides a series of links to related topics, including a history and overview of the federal outdoor advertising control program, the possible effects of commercial electronic variable message signs on driving safety, and research about the potential safety effects of electronic billboards on driver attention and distraction.

Related Research

Studies below that are industry sponsored are preceded by an asterisk and include an indication of the sponsor.

The Wachtel Report and Pre-2009 Literature on Outdoor Advertising Safety

Safety Impacts of the Emerging Digital Display Technology for Outdoor Advertising Signs, Jerry Wachtel, NCHRP Project 20-7 (256), Final Report, April 2009.
http://www.azmag.gov/Documents/pdf/cms.resource/NCHRP_Digital_Billboard_Report70216.pdf

Sections 2 and 3 of this report include the most thorough review to date of the literature on the use of digital displays for outdoor advertising signs. Summaries of a selection of the studies referenced in the report are provided on the following pages, along with Wachtel's comments on these studies, where relevant. (In the citations for this section, all references to "Wachtel" are to the 2009 report.)

Summaries of the following sections of the report are also provided:

- Conclusions from the literature.
- Section 4: Human Factors Issues.
- Section 5: Current and Proposed Guidelines and Regulations.
- Section 6: Recommendations for Guidelines.
- Section 7: Digital Billboards On-Premise and on the Right-Of-Way.
- Section 8: New Technology, New Applications, New Challenges.
- Section 9: Summary and Conclusions.

Conclusions from the Literature

This report gives an exhaustive review of the literature (Sections 2 and 3) and concludes broadly (pages 5 and 6 of the report) that:

- Studies regularly demonstrate that the presence of roadside advertising signs such as digital billboards contributes to driver distraction at levels that adversely affect safe driving performance.
- There is consistency in research recommendations regarding brightness, message duration and change interval, and billboard location with regard to official traffic control devices, roadway geometry and vehicle maneuver requirements at interchanges, lane drops, merges and diverges, as well as regarding constraints that should be placed on such signs' placement and operation.

Section 4: Human Factor Issues:

Beginning on page 115 of the report, Wachtel summarizes human factors issues related to digital billboards as follows:

- *Conspicuity:* Billboards with high levels of illumination and frequent changes can reduce the visibility of traffic control devices and other visual signs required for safety (vehicle brake lights, reflectors, etc.).
- *Distraction and inattention:* Inattention involves the failure of a driver to concentrate on the driving task for any reason, or for no known reason at all. It is distinguished from distraction in that it may have no known cause and possibly no remediation.
- *Information processing:* Billboards are often placed in ways that do not adhere to good human factors practice restricting the amount of information conveyed by signs.
- *The Zeigarnik Effect:* Discomfort related to task interruption may lead drivers to continue looking at changing messages on digital billboards to learn what comes next.
- *Brightness and glare:* The majority of public complaints about digital billboards concern their excessive brightness, particularly at night, to the extent that they become the most conspicuous item in the visual field and draw the eye away from other objects that need to be seen.
- *Legibility and readability:* Billboards may not adhere to Manual on Uniform Traffic Control Devices (MUTCD) guidelines on legibility, including font, letter size and color. Often they take more time to read than guidelines prescribe, taking multiple glances to communicate the intended message.
- *Novelty:* Novel stimuli make a greater demand on driver attention, and where drivers get used to static billboards, digital billboards have the ability to present new images to drivers every time the sign is approached.
- *Sign design, coding, redundancy:* Digital billboards lack the consistent design of traffic control devices, which is intended to assist recognition and decrease reaction time.
- *Visual attention:* Digital billboards, more than any previous technology used for roadside advertising, are capable of commanding drivers' attention by employing extremely high luminance levels; bright, rich colors; and a pattern of message display that may appear to flash.
- *Positive Guidance:* Drivers can be given sufficient information about road hazards when and where they need it, and in a form that enables them to avoid error that might result in a crash.
- *The Moth Effect:* Drivers may have the tendency to inadvertently steer in the direction of bright lights, leading to lane departures and crashes.

Section 5: Current and Proposed Guidelines and Regulations

This section reviews national and international guidelines and regulations for digital billboards.

Queensland, Australia

Queensland had the most comprehensive regulations, including flowcharts and tables that enable an inspector to determine exactly what types and operational characteristics of advertising signs are permissible under different road and speed conditions. Page 121 of the report describes different levels of restriction for different road categories:

For advertising devices beyond the right-of-way but visible from "motorways, freeways, or roads of similar standard," only non-illuminated signs or non-rotating static illuminated signs are permitted (p. 6-4). Where an advertising device is permitted on State-controlled roads, the same restrictions apply. Further, "variable message signs and trivision signs are not permitted on State-controlled roads" (p. 6-5). For those advertising devices that are permitted, a clear chart is provided (labeled Figure C6) that provides graphic depictions of the "device restriction area" (p. C-12).

Guidelines also establish maximum average sign luminance for zones with differing ambient street lighting. To limit the distracting potential of electronic billboards, Australia requires that digital billboards outside the boundaries of but visible from state-controlled roads (except motorways) (Category 1) be installed only where:

- There is adequate advanced visibility to read the sign.
- The environment is free from driver distraction points and there is no competition with official signs.
- The speed limit is 80km/h or less.
- The device is not a moving sign (defined elsewhere in the document).

For Category 1 digital billboards that display predominantly graphics:

- Long duration display periods are preferred in order to minimize driver distraction and reduce the amount of perceived movement. Each screen should have a minimum display period of 8 seconds.
- The time taken for consecutive displays to change should be within 0.1 seconds.
- The complete screen display should change instantly.
- Sequential message sets are not permitted.
- The time limits will be reviewed periodically.

For Category 1 digital billboards that display predominantly text:

- The number of sequential messages … may range from one to a maximum of three; in locations with high traffic volume or a high demand on driver concentration, the number of sequential messages should be limited to two.
- Where a display is part of a sequential message set, the display duration should be between 2.5 to 3.5 seconds for a corresponding message length of three to six familiar words.
- The number and complexity of words used … should be consistent with the display duration.
- The time taken for consecutive displays to change should be within 0.1 seconds.
- The complete screen display should change instantaneously.
- In a text-only display, the background color should be uniform and nonconspicuous.

Australia's regulations do not allow changeable message signs, flashing signs or digital billboards of any type if such devices would be visible by motorists traveling on motorways (Category 2). Where advertising devices are permitted within the boundaries of state-controlled roads (Category 3), such signs must be nonrotating static illuminated and nonrotating, nonilluminated signs. Neither variable message signs nor trivision signs are permitted on state-controlled roads.

South Africa

On page 126 of the report, Wachtel describes South Africa's regulations, which require that no advertisement may:

- Be so placed as to distract, or contain an element that distracts, the attention of drivers of vehicles in a manner likely to lead to unsafe driving conditions.
- Be illuminated to the extent that it causes discomfort to or inhibits the vision of approaching pedestrians or drivers of vehicles.

- Be attached to traffic signs, combined with traffic signs, … obscure traffic signs, create confusion with traffic signs, interfere with the functioning of traffic signs, or create road safety hazards.
- Obscure the view of pedestrians or drivers, or obscure road or rail vehicles and road, railway or sidewalk features such as junctions, bends, and changes in width.
- Be erected in the vicinity of signalized intersections which display the colours red, yellow or green if such colours will constitute a road safety hazard.
- Have light sources that are visible to vehicles traveling in either direction (p. 12).

Regulations provide guidance on advertisement size, colors, number of advertisements in the area, speed limit, quantity of information in the advertisement (measured in bits), illumination level and other factors.

Victoria, Australia
Regulations define the conditions under which an advertisement is a road safety hazard, including position and potential for distraction because of color or illumination. From page 130 of the report, signs must:

- Not display animated or moving images, or flashing or intermittent lights.
- Not be brighter than 0.25 candela per square metre.
- Remain unchanged for a minimum of 30 seconds.
- Not be visible from a freeway.
- Satisfy the ten point checklist.

New South Wales, Australia
Guidelines include recommendations for variable message signs on conventional roads, including message on- and off-time, changeover time, maximum distance to traffic signal, and minimum distances to other advertising devices or to official traffic devices. It also restricts the maximum luminance levels of advertising devices based on levels of ambient off-street lighting.

The Netherlands
The Netherlands has guidelines for visual distracters (including but not limited to billboards) that contain nondriving related information. Recommendations include (from page 132 of the report):

- There should be no information that actively attracts attention; this includes no moving objects, no LCD or LED screens, and no moving or changing pictures or images.
- Non-driving related information should not appear within the driver's central field-of-view (less than 10 deg from straight ahead).
- Signs should contain a maximum of five "items" (letters, numbers, symbols, etc.).
- No distractions should be permitted at merges, exits and entrances, close to road signs or in curves (specific constraints will follow).
- No telephone numbers will be permitted.
- No fluorescent colors are permitted.
- No ambiguity is permitted.
- No controversial information is permitted; examples include sex, violence, religion, nudity.
- No mixture of real and fake words is permitted.
- Commercial signs must be 90 deg to the road to minimize head turning.
- No signs will be permitted that mimic road signs in color or layout.

Brazil
A 1998 study proposes the following regulations (from page 134 of the report):

- Advertising signs should be located at a tangent to approaching drivers.
- Advertising signs should be no closer than 1000 m from one another on the same side of the road, and no closer than 500 m from the nearest advertising sign on the opposite side of the road.
- The display time of each image on a variable message sign should be long enough to appear static to 95% of drivers approaching it at highway speeds.

- The message change interval should not exceed 2 s.
- The displayed image should remain static from the moment it first appears until the moment it is changed.
- No animation, flashing or moving lights should be allowed.
- No message or image that could be mistaken for a traffic control signal should be displayed.
- Messages should be simple and concise.

United States

New York State

Regulations proposed in 2008 include:

- Minimum message duration of 62 seconds, so that no motorist would be able to see more than one message change as he or she approached any particular changeable electronic variable message sign.
- Message transition time should be instantaneous to minimize distraction.
- Minimum spacing between changeable electronic variable message sign is 5,000 feet.
- Maximum changeable electronic variable message sign brightness of 5,000 cd/m^2 in daylight and 280 cd/m^2 at night.
- Prohibited locations:
    - On interstate and controlled access highways: Within 1,100 feet of an interchange, at-grade intersection, toll plaza, signed curve or lane merge/weave area; within 5,000 feet of another changeable electronic variable message sign or official traffic device that has changeable messages.
    - On primary highways: Within 1,100 feet of an entrance or exit from a controlled access highway, a signed curve or a lane/merge area; within 5,000 feet of another changeable electronic variable message sign or official traffic control device with changeable messages.

Revised criteria made these requirements less restrictive, reducing message duration from 62 to 6 seconds and changing spacing requirements and prohibited locations. The requirements for instantaneous message transition and maximum brightness did not change.

San Antonio, TX

Regulations for a trial evaluation of 15 off-premise digital signs included a message duration time of 10 seconds; change intervals of one second or less; brightness less than or equal to 7,000 nits during the day and 2,500 nits at night; and various other regulations. (One nit = one candela per square meter.)

Flowery Branch, GA

Regulations in this community begin on page 138 of the report and include:

- Minimum message duration: to the amount of time that would result in one message per mile at the highest speed limit posted within the 5000 feet approaching the sign for the road from which the sign is to be viewed.
- Transition time: less than one-tenth of a second, with no animated transitions.
- Illumination and brightness: not greater than 12 foot-candles from the nearest point of the road.
- Freezing of the display on malfunction.
- Prohibition of message sequencing.

Oakdale, MN

Brightness is limited to 2,500 nits during the day and 500 nits at night, with adjustments for ambient light conditions and a minimum display duration of 60 seconds.

St. Croix County, WI

From page 140 of the report, signs with "external and uncolored" illumination are permitted. In addition to typical prohibitions against flashing, moving, traveling, or animated signs or sign elements, the following prohibitions apply to all signs with internal illumination:

- No illuminated off-premises sign which changes in color or intensity of artificial light at any time while the sign is illuminated shall be permitted.
- No illuminated on-premise sign which changes in color or intensity of artificial light at any time when the sign is illuminated shall be permitted, except one for which the changes are necessary for the purpose of correcting hour-and-minute, date or temperature information.
- A sign that regularly or automatically ceases illumination for the purpose of causing the color or intensity to have changed when illumination resumes (are prohibited).
- The scope of the ordinance's prohibitions include, but are not limited to, any sign face that includes a video display, LED lights that change in color or intensity, "digital ink," and any other method or technology that causes the sign face to present a series of two or more images or displays.

Outdoor Advertising Industry

The Outdoor Advertising Association of America (OAAA) publication Regulating Digital Billboards suggests that digital billboards:

- Display a message that appears for no less than four seconds.
- Have message transitions of at least one second.
- Have spacing consistent with state requirements.
- Do not include animated, flashing, scrolling, intermittent or video elements.
- Appropriately adjust display brightness as ambient light levels change.

Section 6: Recommendations for Guidelines

Wachtel makes recommendations for guidelines based on the review of literature and international, national, state and local regulations (despite the fact that "there are not yet comprehensive research-based answers to fully inform such guidance and regulation"):

- Minimum message display duration: The FHWA recommends 6 seconds, the OAAA recommends 4 seconds, and the OAAA reports that 41 states have set display minimums ranging from 4 seconds to 10 seconds. Wachtel is not aware of any research on this issue to support such guidelines, and notes that "good human factors practice would suggest that minimum display duration should differ with sight distance, prevailing speeds, and other factors." The author recommends the following formula to minimize the chance that a motorist will see more than two successive messages:

  Sight distance to the digital billboards (ft) / Speed limit (ft/sec) = Minimum display duration (sec)

- Interval between successive displays: This interval should be as close to instantaneous as possible so that a driver cannot perceive any blanking of the display screen.
- Visual effects between successive displays: Visual effects should be prohibited.
- Message sequencing: Sequencing should be prohibited.
- Amount of information displayed: To the author's knowledge, no U.S. jurisdiction places restrictions on the amount of information that may be presented on billboards, including digital billboards (although some agencies outside the United States do). There is not enough research to make recommendations, although a good starting point are guidelines for South Africa and the Netherlands (which limit information based on how much a driver can read at a given speed and while the sign is visible).
- Information presentation: Considerable guidance is available to advertisers and digital billboard owners from sources inside the outdoor advertising industry as well as human factors and traffic

safety experts, and the MUTCD itself. Digital billboards should facilitate rapid, error-free reading of roadside advertisements with lower levels of driver attentional demand and distraction. Typeface, font, color and contrast of figure and background, character size, etc., all play a role in the legibility and readability of a display.

- Digital billboard size: Recommendations for size limitations are beyond the scope of the report. The most common size for billboards of any kind is 14 feet high by 48 feet wide.
- Brightness, luminance and illuminance: Since perceived brightness can change depending on ambient light conditions, it is necessary to establish objective, measurable limits on the amount of light that such billboards actually emit, and set different upper bounds for different environmental and ambient conditions.
- Display luminance in the event of failure: Roadway authorities should incorporate into their guidelines verifiable requirements that, in the event of any failure or combination of failures that affect DBB luminance, the display will default to an output level no higher than that which has been independently determined to be the acceptable maximum under normal operation.
- Longitudinal spacing between billboards: An approaching driver should not be faced with two or more digital billboard displays within his field of view at the same time.
- Digital billboard placement with relation to traffic control devices and driver decision and action points: Prohibitions against the placement of distracting irrelevant stimuli in roadway settings where drivers must make decisions and take actions should be imposed. The guidance for Queensland, Australia, might serve as a model.
- Annual operating permits: Government agencies and roadway operating authorities might consider the practice adopted in Oakdale, MN, where owners of digital billboards are granted a permit to operate a sign for a year and must renew the permit annually.

Section 7: Digital Billboards On-Premise and on the Right-Of-Way

On-Premise Signs
From page 161 of the report:

> … On-premise sign regulation is typically accomplished through local zoning codes, and may, in general, be far more variable and likely less stringent with regard to the means of the display, display characteristics, or the size of the sign than comparable controls on billboards. Many such codes have changed little in recent years, despite the growth of digital technology for on-premise displays.
>
> From the traffic safety perspective, it is possible that the risk of driver inattention and distraction is higher for some on-premise signs than for some [digital billboards], because on-premise signs may be larger and closer to the road, mounted at elevations closer to the approaching driver's eye level, and placed at angles that may require excessive head movements, In addition, many such signs may display animation, full motion video, sound, and other stimuli.
>
> … Agencies might want to consider restrictions for on-premise sign operations at least as rigorous as those for billboards, as well as restrictions on size, height, proximity to the right-of-way, and angular placement with regard to the oncoming driver's line of sight. Of all of the guidelines proposed in this report for [digital billboards], there may well be an equal or greater need to consider similar controls for on-premise signs. In addition, consideration must also be given to such signs' capacity for animation, flashing lights or other special effects, and full motion video.

Digital Billboards within the Right-of-Way
The FHWA opposes advertising of any kind within the right of way (despite proposals for public-private partnerships in California and Nevada).

Wachtel concludes that permitting California to study its proposed exceptions to the requirements of the MUTCD and existing federal law would bring about several adverse consequences, including undermining decades of human factors research, setting a dangerous precedent and opening to challenge the entire basis of the MUTCD.

Section 8: New Technology, New Applications, New Challenges
The potential for driver distraction displaying billboards (electronic and otherwise) on moving vehicles is high, as it is for personalized and interactive billboards.

Section 9: Summary and Conclusions
From page 179 of the report:

> In short, the issue of the role of [digital billboards (DBBs)] in traffic safety is extremely complex, and there is no single research study approach that can provide answers to all of the many questions that must be raised in looking at this issue. … A small number of important research studies, all published (or to be published) within the past several years, may have opened the door to a solution to the long-standing question of whether unsafe levels of driver distraction can occur from roadside billboards. … [One study found] that a driver's eyes-off-road time due to external-to-the-vehicle distraction or inattention was estimated to cause more than 23% of all crashes and near crashes that occurred. … [Another study shows] significantly longer average glance durations to roadside digital signs than to "baseline" sites and to traditional (fixed) billboards, and the researchers suggest, *all* measures of visual glances indicative of driver distraction would prove to be significantly worse in the presence of digital signs if a full study was to be conducted at night. … [T]here is growing evidence that billboards can attract and hold a driver's attention for the extended periods of time that we now know to be unsafe.
>
> … [A]n on-road study (Lee, et al., 2007) using an instrumented vehicle found many more such long glances made to DBBs and similar "comparison sites" consisting of (among other things) on-premise digital signs, than there were to sites containing traditional, static billboards, or sites with no obvious visual elements. … From the same study, we have evidence expressed by the researchers that if we were to conduct our research at night we would find that *all* measures of eye glance behavior would demonstrate significantly greater amounts of distraction to digital advertisements than to fixed billboards or to the natural roadside environment, and that driver vehicle control behaviors such as lane-keeping and speed maintenance would also suffer in the presence of these digital signs.
>
> … When we add the results of these recent, applied research studies, to the earlier theoretical work by Theeuwes and his colleagues (1998, 1999), in which they demonstrated that our attention and our eye gaze is reflexively drawn to an object of different luminance in the visual field, that this occurs even when we are engaged in a primary task, and regardless of whether we have any interest in this irrelevant stimulus, and that we may have no recollection of having been attracted to it, we have a growing, and consistent picture of the adverse impact of irrelevant, outside-the-vehicle distracters such as DBBs on driver performance.

Note: In the citations that follow, all references to "Wachtel" are from the 2009 report citation given on page 4 of this report.

The Effects of Commercial Electronic Variable Message Signs (CEVMS) on Driver Attention and Distraction: An Update, Federal Highway Administration, Report No. FHWA-HRT-09-018, February 2009.
http://www.fhwa.dot.gov/realestate/cevms.pdf
From the abstract: The present report reviews research concerning the possible effects of Commercial Electronic Variable Message Signs (CEVMS) used for outdoor advertising on driver safety. Such CEVMS displays are alternatively known as Electronic Billboards (EBB) and Digital Billboards (DBB). The report consists of an update of earlier published work, a review of applicable research methods and techniques, recommendations for future research, and an extensive bibliography. The literature review update covers recent post-hoc crash studies, field investigations, laboratory investigations, previous literature reviews, and reviews of practice. The present report also examines the key factors or independent variables that might affect a driver's response to CEVMS, as well as the key measures or dependent variables which may serve as indicators of driver safety, especially those that might reflect attention or distraction. These key factors and measures were selected, combined, and integrated into a set of alternative research strategies. Based on these strategies, as well as on the review of the literature, a proposed three stage program of research has been developed to address the problem. The present report also addresses CEVMS programmatic and research study approaches. In terms of an initial research study, three candidate methodologies are discussed and compared. These are: (1) an on-road instrumented vehicle study, (2) a naturalistic driving study, and (3) an unobtrusive observation study. An analysis of the relative advantages and disadvantages of each study approach indicated that the on-road instrumented vehicle approach was the best choice for answering the research question at the first stage.

Wachtel notes:

> It should be noted that this project was performed essentially in parallel with the present study. Although both looked at the recent literature that addressed driver behavior and performance in the presence of DBBs, the two studies had different goals and took different approaches. The study by Molino and his colleagues was intended to identify gaps in our current knowledge and design a research strategy to begin to fill those gaps, with the ultimate goal of providing the FHWA Office of Real Estate Services with a sufficient empirical basis from which to develop or revise, if appropriate, guidance and/or regulation for the use of DBBs along the Federal Aid Highway System. These goals differed considerably from the present study, whose purpose was to review, not only the recent research literature, but also existing guidelines and/or regulations that have been developed in the U.S. and abroad to address DBBs. Finally, the ultimate goal of the present study was to take what is known from the research, combine this knowledge with what has worked for regulatory authorities, and recommend new guidelines and/or regulations that could be enacted by State and local governments, and private and toll road authorities, without the need or the ability to wait for the completion of additional research. The FHWA study had no such objective.

The Effects of Visual Clutter on Driving Performance, Jessica Edquist, Accident Research Centre, Monash University, February 24, 2009.
http://www.iml.org/legal_pdf/Billboard-study-article.pdf
From the abstract: Driving a motor vehicle is a complex activity, and errors in performing the driving task can result in crashes which cause property damage, injuries, and sometimes death. It is important that the road environment supports drivers in safe performance of the driving task. At present, increasing amounts of visual information from sources such as roadside advertising create visual clutter in the road environment. There has been little research on the effect of this visual clutter on driving performance, particularly for vulnerable groups such as novice and older drivers. The present work aims to fill this gap. Literature from a variety of relevant disciplines was surveyed and integrated, and a model of the mechanisms by which visual clutter could affect performance of the driving task was developed. To determine potential sources of clutter, focus groups with drivers were held and two studies involving subjective ratings of visual clutter in photographs and video clips of road environments were carried out. This resulted in a taxonomy of visual clutter in the road environment: "situational clutter", including

vehicles and other road users with whom drivers interact; "designed clutter", including road signs, signals, and markings used by traffic authorities to communicate with users; and "built clutter", including roadside development and any signage not originating from a road authority. The taxonomy of visual clutter was tested using the change detection paradigm. Drivers were slower to detect changes in photographs of road scenes with high levels of visual clutter than with low levels, and slower for road scenes including advertising billboards than road scenes without billboards. Finally, the effects of billboard presence and lead vehicles on vehicle control, eye movements and responses to traffic signs and signals were tested using a driving simulator. The number of vehicles included appeared to be insufficient to create situational clutter. However billboards had significant effects on driver speed (slower), ability to follow directions on road signs (slower with more errors), and eye movements (increased amount of time fixating on roadsides at the expense of scanning the road ahead). Older drivers were particularly affected by visual clutter in both the change detection and simulated driving tasks. Results are discussed in terms of implications for future research and for road safety practitioners. Visual clutter can affect driver workload as well as purely visual aspects of the driving task (such as hazard perception and search for road signs). When driver workload is increased past a certain point other driving tasks will also be performed less well (such as speed maintenance). Advertising billboards in particular cause visual distraction, and should be considered at a similar level of potential danger as visual distraction from in-vehicle devices. The consequences of roadside visual clutter are more severe for the growing demographic of older drivers. Currently, road environments do not support drivers (particularly older drivers) as well as they could. Based on the results, guidance is given for road authorities to improve this status when designing and location road signage and approving roadside advertising.

The Impact of Roadside Advertising on Driver Distraction: Final Report, WSP Development and Transportation, June 2008.
http://www.highways.gov.uk/knowledge_compendium/assets/documents/Portfolio/The%20impact%20of%20roadside%20advertising%20on%20the%20travelling%20public%20-%20Report%20-%201103.pdf
This report argues against the use of accident data in evaluating the impacts of billboards. Wachtel summarizes these arguments as follows:

- There could be other unknown variables that could have led to the reported accidents.
- There are many opportunities for error or omission in data entry in police accident reporting forms.
- In minor accidents, the involved vehicles may move away from the point of rest (POR) to clear traffic lanes, thus further degrading the potential accuracy of identifying the true location. The POR of the involved vehicle(s) (which is what is commonly identified in police reports) may have little relationship to the point of distraction that was the proximal cause of the crash.
- Accidents, particularly minor accidents, are underreported.
- Accident data considers only those incidents that result in an actual collision. But there are likely many more incidences of distraction that result in driver error (such as late braking, lane exceedances) without consequence, and others that result in "near misses" that might have resulted in a crash but for the evasive actions of another driver. "As no data on 'near misses' is available, it is not possible to quantify the full effect of distraction" (p. 35).

Wachtel also summarizes the reports broad conclusions as follows:

- Although it is accepted that drivers are responsible for attending to the driving task, "visual clutter is liable to overload or distract drivers" (p. 63).
- The stakeholders could not provide statistical evidence to demonstrate the presence or absence of a correlation between roadside advertising and accidents.
- There is no desire for an outright ban on roadside advertising, but there is general agreement about the need for more guidance or regulation to control the type, location and content of such advertising.
- There is a need for additional governmental powers to remove unauthorized advertising, and there is a need to make enforcement a greater priority.

***A Study of the Relationship between Digital Billboards and Traffic Safety in Cuyahoga County, Ohio**, Tantala Associates, sponsored by the OAAA, July 2007.
Citation at http://trid.trb.org/view/2007/M/1154756
This study sponsored by the Outdoor Advertising Association of America uses police reports to examine the statistical relationship between certain digital billboards and traffic safety for seven locations in Cuyahoga County. Results show no statistical relationship between the presence of digital billboards and accidents.

Wachtel notes:

> The authors performed a post-hoc accident analysis study in which they reviewed statistical summaries of traffic collision reports, the originals of which had been prepared by investigating police officers. There are serious, inherent weaknesses in the use of this technique; such weaknesses have been understood and well documented for many years (see, for example, Wachtel and Netherton, 1980; Klauer, et al., 2006b; Speirs, et al., 2008). The use of this approach to relate crashes to driver distraction from DBBs, however, raises additional concerns.

Wachtel goes on to give an extensive critique of this study (pages 89 to 101), reprising his criticisms in the following review:

> **A Critical, Comprehensive Review of Two Studies Recently Released by the Outdoor Advertising Association of America**, Jerry Wachtel, The Veridian Group, October 18, 2007.
> http://www.scenic.org/storage/documents/Wachtel_Maryland_review.pdf
> *From the report:* In July 2007, the Outdoor Advertising Association of America (OAAA) announced on its website the issuance of two "ground-breaking studies" that addressed the human factors and driver performance issues associated with real-world digital (or electronic) billboards (EBBs), and the impact of such billboards on traffic accidents (Outdoor Advertising Association of America, 2007). … As a result of the issuance of these two studies and the claims made for them, and because of the need to address this technology by Government agencies nationwide, the Maryland State Highway Administration (MDSHA) asked this reviewer to perform an independent peer review of each of the two studies. This report represents the results of that review. … Having completed this peer review, it is our opinion that acceptance of these reports as valid is inappropriate and unsupported by scientific data, and that ordinance or code changes based on their findings is ill advised.

***Driving Performance and Digital Billboards**, Suzanne E. Lee, Melinda J. McElheny, Ronald Gibbons, Center for Automotive Safety Research, Virginia Tech Transportation Institute, sponsored by the OAAA, March 22, 2007.
http://www.oaaa.org/UserFiles/File/Legislative/Digital/6.3.9b%20Driver%20Behavior%20Research.pdf
From the abstract: Thirty-six drivers drove an instrumented vehicle on a 50-mile loop route in the daytime along some of the interstates and surface streets in Cleveland [OH]. … The overall conclusion, supported by both the eyeglance results and the questionnaire results, is that the digital billboards seem to attract more attention than the conventional billboards and baseline sites. Because of the lack of crash causation data, no conclusions can be drawn regarding the ultimate safety of digital billboards. Although there are measurable changes in driver performance in the presence of digital billboards, in many cases these differences are on a par with those associated with everyday driving, such as the on-premises signs located at businesses.

Driven to Distraction: Determining the Effects of Roadside Advertising on Driver Attention, Mark S. Young, Janina M. Mahfoud, Brunel University, 2007.
http://bura.brunel.ac.uk/bitstream/2438/2229/1/Roadside%20distractions%20final%20report%20%28Brunel%29.pdf
From the abstract: There is growing concern that roadside advertising presents a real risk to driving safety, with conservative estimates putting external distractors responsible for up to 10% of all accidents. In this report, we present a simulator study quantifying the effects of billboards on driver attention, mental workload and performance in Urban, Motorway and Rural environments. The results demonstrate that roadside advertising has a clear detrimental effect on lateral control, increases mental workload and eye fixations, and on some roads can draw attention away from more relevant road signage. Detailed analysis of the data suggests that the effects of billboards may in fact be more consequential in scenarios which are monotonous or of lower workload. Nevertheless, the overriding conclusion is that prudence should be exercised when authorising or placing roadside advertising. The findings are discussed with respect to governmental policy and guidelines.

Wachtel gives an extensive critique of the methodology for this industry-sponsored study (pages 101 to 114).

The Impact of Driver Inattention on Near-Crash/Crash Risk: An Analysis Using the 100-Car Naturalistic Driving Study Data, S.G. Klauer, T.A. Dingus, V.L. Neale, J.D. Sudweeks, D.J. Ramsey, Virginia Tech Transportation Institute, April 2006.
http://www.nhtsa.gov/DOT/NHTSA/NRD/Multimedia/PDFs/Crash%20Avoidance/2006/DriverInattention.pdf
From the abstract: The purpose of this report was to conduct in-depth analyses of driver inattention using the driving data collected in the 100-Car Naturalistic Driving Study. An additional database of baseline epochs was reduced from the raw data and used in conjunction with the crash and near-crash data identified as part of the original 100-Car Study to account for exposure and establish near-crash/crash risk. The analyses presented in this report are able to establish direct relationships between driving behavior and crash and near-crash involvement. Risk was calculated (odds ratios) using both crash and near-crash data as well as normal baseline driving data for various sources of inattention. The corresponding population attributable risk percentages were also calculated to estimate the percentage of crashes and near-crashes occurring in the population resulting from inattention. Additional analyses involved: driver willingness to engage in distracting tasks or driving while drowsy; analyses with survey and test battery responses; and the impact of driver's eyes being off of the forward roadway. The results indicated that driving while drowsy results in a four- to six-times higher near-crash/crash risk relative to alert drivers. Drivers engaging in visually and/or manually complex tasks have a three-times higher near-crash/crash risk than drivers who are attentive. There are specific environmental conditions in which engaging in secondary tasks or driving while drowsy is more dangerous, including intersections, wet roadways, and areas of high traffic density. Short, brief glances away from the forward roadway for the purpose of scanning the driving environment are safe and actually decrease near-crash/crash risk. Even in the cases of secondary task engagement, if the task is simple and requires a single short glance, the risk is elevated only slightly, if at all. However, glances totaling more than 2 seconds for any purpose increase near-crash/crash risk by at least two times that of normal, baseline driving.

Driving Performance in the Presence and Absence of Billboards, Suzanne E. Lee, Erik C.B. Olsen, Maryanne C. DeHart, Virginia Polytechnic Institute and State University, February 29, 2004.
Citation at http://trid.trb.org/view/2004/M/811075
From the abstract: The current project was undertaken to determine whether there is any change in driving behavior in the presence or absence of billboards. Several measures of eyeglance location were used as primary measures of driver visual performance. Additional measures were included to provide further insight into driving performance—these included speed variation and lane deviation. The overall conclusion from this study is that there is no measurable evidence that billboards cause changes in driver

behavior, in terms of visual behavior, speed maintenance, and lane keeping. A rigorous examination of individual billboards that could be considered to be the most visually attention-getting demonstrated no measurable relationship between glance location and billboard location. Driving performance measures in the presence of these specific billboards generally showed less speed variation and lane deviation. Thus, even in the presence of the most visually attention-getting billboards, neither visual performance nor driving performance changes measurably. Participants in this study drove a vehicle equipped with cameras in order to capture the forward view and two views of the driver's face and eyes. The vehicle was also equipped with a data collection system that would capture vehicle information such as speed, lane deviation, GPS location, and other measures of driving performance. Thirty-six drivers participated in the study, driving a 35-mile loop route in Charlotte, North Carolina. A total of 30 billboard sites along the route were selected, along with six comparison sites and six baseline sites. Several measures were used to examine driving performance during the 7-seconds preceding the billboard or other type of site. These included measures of driver visual performance (forward, left, and right glances) and measures of driving performance (lane deviation and speed variation). With 36 participants and 42 sites, there were 1,512 events available for analysis. A small amount of data was lost due to sensor outages, sun angle, and lane changes, leaving 1,481 events for eyeglance analysis and 1,394 events for speed and lane position analysis. Altogether, 103,670 video frames were analyzed and 10,895 glances were identified. There were 97,580 data points in the speed and lane position data set. The visual performance results indicate that billboards do not differ measurably from comparison sites such as logo boards, on-premises advertisements, and other roadside items. No measurable differences were found for visual behavior in terms of side of road, age, or familiarity, while there was one difference for gender. Not surprisingly, there were significant differences for road type, with surface streets showing a more active glance pattern than interstates. There were also no measurable differences in speed variability or lane deviation in the presence of billboards as compared to baseline or comparison sites. An analysis of specific, high attention-getting billboards showed that some sites show a more active glance pattern than other sites, but the glance locations did not necessarily correspond to the side of the road where the billboards were situated. The active glance patterns are probably due more to the road type than to the billboard itself. One major finding was that significantly more time was spent with the eyes looking forward (eyes on road) for billboard and comparison sites as compared to baseline sites, providing a clue that billboards may actually improve driver visual behavior. Taken as a whole, these analyses support the overall conclusion that driving performance does not change measurably in the presence or absence of billboards.

Effects of Roadside Advertisements on Road Safety, Finnish Road Administration, 2004.
http://alk.tiehallinto.fi/julkaisut/pdf/4000423e-veffectsofroadside.pdf
From the abstract: The effects of roadside advertisements on road safety have been studied using various methods. The topic was studied in Finland especially in the 1970s and 1980s. The results of those studies can be summarised thusly:

- In general, the number of accidents occurring near roadside advertisements has not been observed to be higher than at reference sites.
- The negative effects of advertisements are, however, visible in accident statistics if they are focused on limited conditions (junctions).
- The effects of advertisements are apparent in driver behaviour, but the effects measured in normal traffic are small.
- Advertisements along main roads distract the detection of traffic signs and possibly also other objects relevant to the driver's task.

"Observed Driver Glance Behavior at Roadside Advertising Signs," *Transportation Research Record 1899*, 2004: 96-103.
Citation at http://trid.trb.org/view/2004/C/749677
From the abstract: This study focused on the glance behavior of 25 drivers at various advertising signs along an expressway in Toronto, Ontario, Canada. The average duration of the glances for the subjects was 0.57 s [standard deviation (SD) = 0.41], and in total there was an average of 35.6 glances per subject (SD = 26.4). Active signs that contained movable displays or components made up 51% of the signs and received significantly more glances (69% of all glances and 78% of long glances). The number of glances was significantly lower for passive signs (0.64 glances per subject per sign) than for active signs (greater than 1.31 glances per subject per sign). The number of long glances was also greater for active signs than for passive signs. Sign placement in the visual field may be critical to a sign being noticed or not. Empirical information is provided to assist regulatory agencies in setting policy on commercial signing.

Wachtel notes:

> The implication for digital signs is that the shorter the period of time for which a given message is presented, and thus the more likely it is that a given approaching driver will see one or more message changes, the more likely it is that a driver will glance at such a sign for a longer period in anticipation of the next message to be displayed. Further, digital billboards display some characteristics of both fixed, traditional billboards and the types of active signs examined here. For example, a digital billboard may display a fixed image to any particular approaching driver, but depending upon its message cycle time, a driver may see one or more different displays. In this way, it is not unlike the roller signs discussed in this study, and, depending upon the display duration and change interval, digital signs may attract the same kind of attention expressed by some of the respondents in this study. Finally, a digital billboard is likely to possess image brightness, color, contrast, and image fidelity far higher than that achieved by any of the four sign types examined by the authors in this study. While the implications of these technological advances suggest that digital billboards would be more effective at capturing attention, this remains an empirical question.

"Driver Distraction by Advertising: Genuine Risk or Urban Myth?" Brendan Wallace, *Proceedings of the Institution of Civil Engineers, Municipal Engineer*, Vol. 156, Issue 3, September 2003: 185-190.
Citation at http://trid.trb.org/view/2003/C/688088
From the abstract: Drivers operate in an increasingly complex visual environment, and yet there has been little recent research on the effects this might have on driving ability and accident rates. This paper is based on research carried out for the Scottish Executive's Central Research Unit on the subject of external-to-vehicle driver distraction. A literature review/meta-analysis was carried out with a view to answering the following questions: is there a serious risk to safe driving caused by features in the external environment, and if there is, what can be done about it? Review of the existing literature suggests that, although the subject is under-researched, there is evidence that in some cases overcomplex visual fields can distract drivers and that it is unlikely that existing guidelines and legislation adequately regulate this. Theoretical explanations for the phenomenon are offered and areas for future research highlighted.

Wachtel summarizes the major conclusions as follows:

- The adverse effect of billboards is real, but situation specific.
- Too much visual clutter at or near intersections can interfere with drivers' visual search and lead to accidents.
- It is "probable" that isolated, illuminated billboards in an otherwise boring section of highway can create distraction through phototaxis.

Research Review of Potential Safety Effects of Electronic Billboards on Driver Attention and Distraction, Federal Highway Administration, September 11, 2001.
http://www.fhwa.dot.gov////realestate/elecbbrd/elecbbrd.pdf
This report reviews the literature on electronic billboards (with a focus on implications for safety) from 1980 to 2001. Based on the literature review, it identifies knowledge gaps and potential research questions categorized by roadway characteristics such as curves, interchanges and work zones; electronic billboard characteristics such as exposure time, motion and legibility; and driver characteristics such as familiarity and age. Related research findings on the legibility of changeable message signs are also included.

Wachtel gives the following overview of the report's conclusions:

> A number of the conclusions reached, while highly relevant, might be seen even more strongly in light of the observations made by other researchers. For example, the authors appropriately suggest that there may be lessons from studies into the legibility and conspicuity of official changeable message signs that could be applied to [digital billboards (DBBs)]. They further discuss the fact that low levels of illumination on official signs could lead to reduced conspicuity and, hence, reduced legibility. This difficulty might be exacerbated because DBBs typically have very high luminance levels, often leading to complaints by the traveling public as well as regulators. These high luminance levels may increase the conspicuity of the DBBs at the expense of official signs. Similarly, the authors discuss differences in response to signs by familiar vs. unfamiliar drivers, since it is understood that motorists who pass the same signs regularly become acclimated to their presence and may ignore them. Of course, one of the defining characteristics of DBBs is their ability to display a new message every few seconds, thus, in effect, presenting displays that are always new and therefore unfamiliar to all drivers.

The report also gives an overview of state regulations and practices as of 2001 (pages 5-9 and Appendices B and C) of 42 states:

- Thirty-six states had prohibitions on signs with red, flashing, intermittent or moving lights.
- Twenty-nine states prohibited signs that were so illuminated as to obscure or interfere with traffic control devices.
- Twenty-nine states prohibited signs located on Interstate or primary highway outside of the zoning authority of incorporated cities within 500 feet of an interchange or intersection at grade or safety roadside area.

"An Evaluation of the Influence of Roadside Advertising on Road Safety in the Greater Montreal Region," J. Bergeron, *Proceedings of the 1997 Conference of the Northeast Association of State Transportation Officials*, 1997: 527.
Citation at http://trid.trb.org/view/1997/C/539081
Wachtel summarizes this report's conclusions as follows:

- Attentional resources needed for the driving task are diverted by the irrelevant information presented on advertising signs. This is an impact attributable to the "nature of the information" that is conveyed on such signs. This distraction leads to degradation in oculomotor performance that adversely affects reaction time and vehicle control capability.
- When the driving task imposes substantial attentional demands such as might occur on a heavily traveled, high speed urban freeway, billboards can create an attentional overload that can have an impact on micro- and macro-performance requirements of the driving task. In other words, the impact of the distraction varies according to the complexity of the driving task. The greater the driving task demands, the more obvious are the adverse effects of the distraction on driving performance.
- The difficulty of the driving task can vary in several ways. Those that relate to the physical environment (e.g., weather, roadway geometry, road conditions) are unavoidable, and drivers must adjust to them (unless they take an alternate route or wait for better conditions). Necessary

sensory information adds to the workload of the driving task, but is, of course, needed to perform safely. In addition, road signs and signals that communicate complex but necessary information contribute to the overall workload of driving. In this case, however, years of study have been directed toward making this information as clear and as easily accessible as possible.

- To some extent, the level of mental workload that impacts driving occurs at a pre-processing level. Bergeron cites, as an example, a complex or cluttered visual environment. In this case, the attentional effort that drivers expend in searching for target objects (e.g., signs and signals) will be more laborious, demand more resources, and lead to declines in performance levels.
- The presence of a billboard increases the confusion of the visual (back)ground and may lead to conflict with road signs and signals.
- Situational factors that are likely to create a heavy mental workload include: complex geometry, heavy traffic, high speeds, areas of merging and diverging traffic, areas with road signs where drivers must make decisions, roadways in poor repair, areas of reduced visibility, and adverse weather conditions.
- The very characteristics of billboards that their designers employ to enable them to draw attention are those that have the greatest impact on what Bergeron calls attentional diversion.
- Drivers must constantly carry out the work of recognizing stimuli that may not be immediately meaningful to them. This task requires time and mental resources, both of which are in limited supply.
- Attention directs perception, and vice versa. In other words, when we are looking for something, our sensory system places itself at the service of our attention. But it is also possible for a sensation to attract the attention of drivers because it may represent something that is of potential importance. For example, authorities put flashing lights on emergency vehicles because they want drivers to attend to them.

Review of Roadside Advertising Signs, Transportation Environment Consultants, Roads and Traffic Authority, August 1989.
Citation at http://trid.trb.org/view.aspx?id=350317
From the abstract: Some of the main findings are: 1) The review study did not identify any factor or experience which would substantiate, on safety grounds, the long standing policy of prohibiting the erection of advertising signs within the road reserves of declared roads, including freeways. In fact, the literature survey, embracing over 40 publications including a comprehensive safety survey as recently as 1985, did not identify any evidence to say that, in general, advertising signs are causing traffic accidents. 2) Human factors research confirms the principle of the limited processor capacity of the driver. Management of stimuli to the driver, both inherent to the driving task and from external (distractions) sources, requires scrutiny as driving performance deteriorates when high levels of attention and decision making are involved. 3) Motorists information needs systems comprise a 'navigational' and a 'services information' component. There is a strong correlation between these needs and the adequacy of display of such information by traditional forms of advertising. 4) Changing values of aesthetics and amenity have resulted from community concerns with the disorder and clutter of traditional roadside advertising; 5) Subject to specified control conditions, advertising signs may be permitted within the road reserve of declared roads, including freeways. Desirably such signs should provide directional, tourist, services and locational information.

Wachtel summarizes the report's conclusions as follows:

- Research confirms the limited processor capacity of a driver.
- It is important that management of stimuli to the driver, both inherent to the primary task of driving and external to it (distraction) must clearly aim not to exceed the optimum rate for safe and efficient driver performance.
- When these external stimuli fall significantly below optimum, driver performance may decrease (boredom), and additional external stimuli could benefit driver response.

- Additional attentional loading by advertising signs may impair driving performance when high levels of attention and decision making are required.
- Advertisements not associated with navigational and services information needs can, subject to relevant safety controls, be permitted at roadside locations where the driving task does not heavily load the attentional capacity of the driver.

Interestingly, they reported from their interview with a Dr. S. Jenkins of the ARRB, his recommendation that "changeable message signs could be used in roadside advertisements providing each message is 'static for about 5 minutes' (i.e., the message on-time) and the changeover period between messages 'does not exceed about 2 seconds'" (p. 39).

In a later chapter of the report, the authors provide a series of "definitions and technology" (p. 49) to describe the different types of advertising signs that might be considered, and how they might be used. In a section on "internally illuminated signs" the authors provide a table showing what they consider to be the maximum luminance levels of advertising signs of different sizes which may be located in different driving environments. These data are based on recommendations from the Public Lighting Engineers in the U.K. With regard to "electronic variable-message signs" the authors devote several pages to defining terminology and identifying "factors" that should be taken into account when considering their impact (pp. 56-60). This discussion is taken directly from the Wachtel and Netherton (1980) report (pp. 68-74), and need not be repeated here.

Literature on Outdoor Advertising Safety Since the 2009 Wachtel Report

"Advertising Billboards Impair Change Detection in Road Scenes," J. Edquist, T. Horberry, S. Hosking, I. Johnston, *Proceedings of the Australasian Road Safety Research, Policing and Education Conference*, November 6-9, 2011.
http://casr.adelaide.edu.au/rsr/RSR2011/4CPaper%20166%20Edquist.pdf
From the abstract: The present experiment used the 'change detection' paradigm to examine how billboards affect visual search and situation awareness in road scenes. In a controlled experiment, inexperienced, older, and comparison drivers searched for changes to road signs and vehicle locations in static photographs of road scenes. On average, participants took longer to detect changes in road scenes that contained advertising billboards. This finding was especially true when the roadway background was more cluttered, when the change was to a road sign, and for older drivers. The results are consistent with the small yet growing body of evidence suggesting that roadside advertising billboards impair aspects of driving performance such as visual search and the detection of hazards, and therefore should be more precisely regulated in order to ensure a safe road system.

"Are Roadside Electronic Static Displays a Threat to Safety?" Rena Friswell, Elia Vecellio, Raphael Grzebieta, Julie Hatfield, Lori Mooren, Murray Cleaver, Michael De Roos, *Proceedings of the Australasian Road Safety Research, Policing and Education Conference*, November 6-9, 2011.
http://casr.adelaide.edu.au/rsr/RSR2011/4CPaper%20172%20Friswell.pdf
This study reviews the literature from 2001 to 2010 on the effects of electronic static displays (ESDs) on driver distraction, driving performance and safety, and discusses the implications of the findings for research and policy. Researchers found only 11 studies that bear directly on ESDs, and created two tables summarizing them (pages 5-8). Over half of the studies were conducted by Tantala and Tantala and were commissioned by the U.S. Outdoor Advertising Association of America, and most examined crash data before and after installation of ESDs. Five of the eight crash data studies reported no adverse effect of ESD installation on crashes, but both of the studies that compared post-installation crashes with the rates predicted by the trend in pre-installation crashes found statistically significant evidence of increased crashes following installation. Studies using measures other than crashes reported mixed findings. Gaze was directed toward the sign stimuli in the simulator and on-road studies, dual task reaction time was slowed in the presence of the sign stimuli in the laboratory experiment, and lane keeping was impaired in

the simulator study but reductions in lane keeping only approached significance on-road and there was no evidence of speed disruption on-road. Researchers conclude that while the research designs for these studies are weak, there does seem to be evidence that ESDs can have a negative impact on attention, driving performance and safety.

Outdoor Advertising Control Practices in Australia, Europe, and Japan, Federal Highway Administration, May 2011.
http://ntl.bts.gov/lib/42000/42200/42240/FHWA-PL-11-023.pdf
This study scanned practices in Australia, Sweden, the Netherlands and the United Kingdom to learn how they regulate outdoor advertising both inside and outside the roadway right of way, and also includes a desk scan of outdoor advertising practices in Japan.

General similarities between practices in the countries visited and those of the United States include (pages 1-2):

- Inconsistent enforcement and mixed success in developing more objective criteria for decision makers.
- Interest in growing commercial advertising in transportation corridors.
- Interest in generating revenue inside the right of way and removing some of the restrictions to commercial use of the right of way.
- Common interest in regulating new technologies to minimize driver distraction, such as use of and rules to govern commercial electronic variable message signs (CEVMS). The major focus is reducing crashes and fatalities.
- Prohibitions of signs that resemble official signs.
- Interest in reliable research on the safety impacts of outdoor advertising and CEVMS.

Differences (from pages 2-3 of the report) include:

- Where outdoor advertising is allowed in the countries visited, state and federal responsibility is limited to high-level and national routes.
- For permitting purposes, on-premise and off-premise signs are regulated.
- The national/federal government has a lesser role in the state's administration and program compliance.
- Sign businesses, site owners, and sign owners can incur penalties for noncompliance.
- Agencies in the countries visited rely more on safety factors and the relationship between the sign and the road environment for permitting decisions than agencies in the United States.
- Agencies have some control over message formatting, such as specifying font size and prohibiting phone numbers and e-mail addresses, to reduce driver distraction and reading time.
- Local planning authorities had more regulatory involvement in and control of sign permits in all countries visited because all areas were under some control, designation, or zoning. There were few unzoned areas because of more rigorous, comprehensive local planning and land use management.
- Use of the right- of- way for commercial billboards is limited, but more prevalent in locally controlled urban jurisdictions. One Australian state generated AU$15 million with advertising inside the right- of- way, but most countries visited are waiting until more conclusive research is done on driver distraction. Sweden is beginning a pilot.
- Signs may be removed after permitted if safety is a concern.
- In all of the countries visited, traffic and public safety play a more critical role in the permitting process than in the United States.
- All of the countries have developed criteria to identify unacceptable signs, such as those that resemble traffic control devices, could direct traffic, or could distract or confuse drivers.
- The safety evaluation process is more comprehensive, both in the documentation and burden of proof applicants must provide that a sign will not create a safety hazard and the review process after an application is submitted.

Based on this scan, researchers suggest the following steps to enhance safety (from page 4 of the report):

- Develop criteria to evaluate permit applications to identify signs that are unacceptable from a safety perspective because they resemble traffic control devices or could distract or confuse drivers.
- Update the assessment criteria used to review permit applications to reflect design, planning, environmental, and public and traffic safety criteria used by several countries visited.
- Update permitting requirements to include an analysis of the technical feasibility, benefits, safety impacts, and other effects of a proposed outdoor advertising installation.
- Conduct research on the safety impacts of outdoor advertising, and possibly require applicants to conduct a safety analysis to demonstrate the design and safety feasibility of proposed installations. Assess whether existing traffic data from intelligent transportation systems or traffic control centers could be used to track traffic patterns and establish the potential impacts of commercial electronic variable message signs on traffic flow.
- Study the effects of full-motion video on driver attention.

"Effects of Advertising Billboards During Simulated Driving," Jessica Edquist, Tim Horberry, Simon Hosking, Ian Johnston *Applied Ergonomics*, Vol. 42, Issue 4, May 2011: 619-626.
Citation at http://trid.trb.org/view/2011/C/1100574
From the abstract: The driving simulator experiment presented here examines the effects of billboards on drivers, including older and inexperienced drivers who may be more vulnerable to distractions. The presence of billboards changed drivers' patterns of visual attention, increased the amount of time needed for drivers to respond to road signs, and increased the number of errors in this driving task.

"Digital Billboards, Distracted Drivers," Jerry Wachtel, *Planning*, Vol. 77, Issue 3, March 2011: 25-27.
Citation at http://trid.trb.org/view/2011/C/1106533
From the abstract: This article discusses the negative consequences of billboards, especially those that employ digital technology. … An industry study has shown that drivers take their eyes off the road for two seconds or longer twice as often when they are looking at digital advertising signs than when they are looking at traditional billboards. … The author has identified four factors that could reduce the distraction caused by digital billboards: control the lighting at nighttime; lengthen the dwell time of messages; simplify the message by limiting the number and types of words and symbols; and prohibit message sequencing (i.e., the digital equivalent of Burma Shave-type signs).

"External Distractions: The Effects of Video Billboards and Windfarms on Driving Performance," *Handbook of Driving Simulation for Engineering, Medicine and Psychology*, CRC Press, 2011: 16-1 – 16-14.
Citation at http://trid.trb.org/view/2011/C/1114742
This study used a driving simulator to study driver reactions to the braking of a lead vehicle in the presence of wind turbines and digital video billboard. While perception response time was not affected by the presence of wind turbines, significantly more rear-end collisions occurred to the hard lead-vehicle braking event in the presence of video billboards than conventional billboard and control conditions.

***"An Examination of the Relationship between Digital Billboards and Traffic Safety in Reading, Pennsylvania, Using Empirical Bayes Analyses,"** *Moving Toward Zero: 2011 ITE Technical Conference and Exhibit*, sponsored by the Institute of Transportation Engineers, 2011.
Citation at http://trid.trb.org/view/2011/C/1103869
From the abstract: This paper examines the statistical relationship between advertising digital billboards and traffic safety using Empirical Bayes Method analyses. Specifically, this paper analyzes traffic and accident data near 26 existing, non-accessory, advertising digital billboards along routes with periods of comparison as long as 8 years in the greater Reading area, Berks County, Pennsylvania. These studied digital billboards are one type of commercial electronic variable message signs (CEVMS) which display

static messages, include no animation, flashing lights, scrolling, or full-motion video, and have duration times of 6, 8, or 10 seconds. Temporal (when and how frequently) and spatial (where and how far) statistics are summarized within multiple vicinity ranges as large as one mile near billboards. The study uses the Empirical Bayes (EB) method to predict the "expected" range of accidents at locations assuming that no digital billboard technology was introduced. The method analyzes data near 26 billboard locations, incorporates data using 51 non-digital comparison sites, and establishes a multivariate Crash Estimation Model (CEM) with a negative binomial distribution to estimate expected numbers of crashes near locations. Predictive methods in the AASHTO Highway Safety Manual are used with the Pennsylvania Department of Transportation (PennDOT) highway, geometric, and crash data.

Investigating Driver Distraction: The Effects of Video and Static Advertising, TRL Published Project Report, Transport Research Laboratory, 2010.
Citation at http://trid.trb.org/view/2010/M/919620
From the abstract: Roadside advertising is a common sight on urban roads. Previous research suggests the presence of advertising increases mental workload and changes the profile of eye fixations, drawing attention away from the driving task. This study was conducted using a driving simulator and integrated eye-tracking system to compare driving behaviour across a number of experimental advertising conditions. Forty eight participants took part in this trial, with three factors examined; Advert type, position of adverts and exposure duration to adverts. The results indicated that when passing advert positions, drivers: spent longer looking at video adverts; glanced at video adverts more frequently; tended to show greater variation in lateral lane position with video adverts; braked harder on approach to video adverts; drove more slowly past video adverts. The findings indicate that video adverts caused significantly greater impairment to driving performance when compared to static adverts. Questionnaire results support the findings of the data recorded in the driving simulator, with participants being aware their driving was more impaired by the presence of video adverts. Through analysis of the experimental data, this study has provided the most detailed insight yet into the effects of roadside billboard advertising on driver behaviour.

***"Quantifying External Vehicle Distractions and Their Impacts at Signalized Intersections,"** Raheem Dilgir, Cory Wilson, *ITE 2010 Annual Meeting and Exhibit*, sponsored by the Institute of Transportation Engineers, 2010.
http://www.ite.org/annualmeeting/compendium10/pdf/AB10H3702.pdf
This study investigated the safety impacts of visual distractions for vehicles at 28 signalized intersections in greater Vancouver, British Columbia, and Calgary, Alberta. Site visits were conducted to assess each intersection, and three years of collision data and traffic volumes were provided by road agencies. The results indicated a positive relationship between distraction score and collision rate as well as between distraction score and collision frequency. Analysis of individual distraction criteria revealed that the strongest correlation exists between roadside advertising and safety. No other specific element was significantly more influential than another regarding safety performance, suggesting that the combined effect of various distraction features is correlated to safety performance.

The Impact of Sacramento State's Electronic Billboard on Traffic and Safety, Mahesh Pandey, California State University, Sacramento, Summer 2010.
http://csus-dspace.calstate.edu/bitstream/handle/10211.9/282/Project%20Report10a.pdf?sequence=1
This student project evaluated the traffic and safety impact of a new electronic billboard near Sacramento State adjacent to Highway 50 by analyzing traffic flow parameters on upstream portions of electronic billboards on both directions of the highway before and after the installation. Data came from the California Freeway Performance Measurement System (PeMS) database for changes in common traffic flow parameters (speed, flow rate and lane occupancy) over a two-month period before and after the installation of the electronic billboard. This project also analyzed crash and collision data from PeMS for changes in noninjury, injury and fatal crashes over a one-year period before and a one-year period after the installation of the electronic billboard.

Results showed that the presence of the electronic billboard near Sacramento State does not appear to have a significant negative impact in traffic performance (flow, speed and lane occupancy) or incidents in the study section of the freeway. Because many of the road users at this segment are probably commuters, they may be familiar with the electronic billboard, and it does not appear to affect their driving. Even though electronic billboards are capable of displaying multiple messages/commercials at different times, the advertisements do not appear to be a major distraction to drivers at this location. No changes in measurable impact on road safety after the installation of the electronic billboard were observed. At the same time, a public opinion survey indicated that more than two-thirds of self-identified drivers through the study area who were surveyed believed that this electronic billboard does not pose a safety risk to traffic.

"Conflicts of Interest: The Implications of Roadside Advertising for Driver Attention," *Transportation Research Part F: Traffic Psychology and Behaviour*, Vol. 12, Issue 5, September 2009: 381-388.
Citation at http://trid.trb.org/view/2009/C/902985
From the abstract: There is growing concern that roadside advertising presents a real risk to driving safety, with conservative estimates putting external distractors responsible for up to 10% of all road traffic accidents. In this report, we present a simulator study quantifying the effects of billboards on driver attention, mental workload and performance in urban, motorway and rural environments. The results demonstrate that roadside advertising has clear adverse effects on lateral control and driver attention, in terms of mental workload. Whilst the methodological limitations of the study are acknowledged, the overriding conclusion is that prudence should be exercised when authorizing or placing roadside advertising. The findings are discussed with respect to governmental policy and guidelines.

Digital Billboard Safety Amongst Motorists in Los Angeles, Steven Clark Henson, California State University Northridge, Spring 2009.
http://www.csun.edu/~sch60990/Geog_490_PAPER.pdf
The paper discusses the impact of digital billboards and driver safety in Los Angeles via a review of literature, driver behavior surveys and a spatial analysis of high traffic collision intersections and digital billboard locations. Of 76 intersections with digital billboards, only three (4 percent) were hazardous intersections (as defined by The 2008 California 5 Percent Report and driver surveys). However, 80 percent of drivers surveyed said they were more likely to glance at a digital billboard as opposed to a standard billboard, 42.8 percent said that digital billboards inhibited the ability of motorists to concentrate on the road, and all but two respondents said their glances are longer than two seconds.

Luminance Criteria and Other Human Factors for Sign Design

In the following studies, "luminance" refers to luminous intensity per unity area, measured in candela per square meter (cd/m^2, or "nit"). Luminance differs from brightness, which measures the subjective perception caused by an object's luminance, and can differ in various contexts for an object of the same luminance.

"Congruent Visual Information Improves Traffic Signage," *Transportation Research Part F: Traffic Psychology and Behaviour*, Vol. 15, Issue 4, 2012: 438-444.
Abstract at: http://trid.trb.org/view/2012/C/1141270
From the abstract: This study investigated the interference effect produced by the position of the sign elements in traffic signage on response accuracy and reaction time. Sixteen drivers performed a flanker interference reaction time task. Incongruent graphical/space solutions, actually used for the airport stack-type sign, [led] to increased reaction time and a reduction in the proportion of correct answers. These results suggest that incongruent visual information should be avoided, as this might impair drivers' performance. These findings provide important information for the specification of future signage design guidelines and for improving road safety.

"A Study on Guide Sign Validity in Driving Simulator," Wei Zhonghua, Gong Ming, Guo Ruili, Rong Jian, *Transportation Research Board 91st Annual Meeting Compendium of Papers DVD*, Paper #12-1983, sponsored by Transportation Research Board, 2012.
Citation at http://trid.trb.org/view/2012/C/1129560
This project used a driving simulator to study guide sign legibility distance. Results indicated that legibility distance was inversely related to speed and positively related to the text height of the guide sign. When the speed is 20km/h, 30km/h or 40km/h, the magnifying power of text height is 4.3, 4.1 or 3.8, respectively.

"Luminance Criteria and Measurement Considerations for Light-Emitting Diode Billboards," John Bullough, Nicholas Skinner, *Transportation Research Board 90th Annual Meeting Compendium of Papers DVD*, Paper #11-0659, sponsored by Transportation Research Board, 2011.
ftp://ftp.hsrc.unc.edu/pub/TRB2011/data/papers/11-0659.pdf
From the abstract: The present paper summarizes luminance measurements and calculations for advertising billboard signs located adjacent to highways. The primary purpose of the present information is to provide preliminary estimates of conventional externally-illuminated billboard panel luminances in the driving environment. These estimates could form a partial basis for maximum luminance requirements for electronic billboards adjacent to highways using self-luminous light sources such as light-emitting diodes. Also discussed are considerations when making luminance measurements of billboard signs in the field.

Table 1 on page 3 has a summary of luminance measurements:

TABLE 1 Summary of Billboard Sign Characteristics and Luminance Measurements

Sign location, type and color	Direction of travel facing sign	Distance of sign from roadway edge (ft)	Measurement location (and distance)	Daytime luminance (cd/m²)	Nighttime luminance (cd/m²)
I-787 conventional (white)	northbound	125 (from southbound side)	I-787 southbound (n/a)	23,100	not measured
I-787 conventional	southbound	260	Erie Boulevard (340 ft away)	1230	4
I-90 conventional (beige)	westbound	70	Erie Boulevard (70 ft away)	2860	160
I-90 conventional (purple)	westbound	25 (from eastbound side)	Erie Boulevard (70 ft away)	540	8
I-90 conventional (white)	westbound	60	Anderson Drive (310 ft away)	3300	180
I-90 conventional (white)	eastbound	180	Watervliet Avenue (80 ft away)	13,100	240
I-90 conventional (yellow)	eastbound	75	Westgate Plaza (150 ft away)	3950	150
I-90 LED (yellow)	westbound	75	Anderson Drive (290 ft away)	3810	200
			I-90 westbound (n/a)	not measured	160
I-90 LED (light green)	eastbound	75 (from westbound side)	Anderson Drive (300 ft away)	4170	320
			I-90 eastbound (n/a)	not measured	220

Digital LED Billboard Luminance Recommendations: How Bright is Bright Enough? Christian B. Luginbuhl, Howard Israel, Paul Scowen, Jennifer and Tom Polakis, Arizona State University, November 9, 2010.
http://www.illinoislighting.org/resources/DigitalBillboardLuminanceRecommendation_ver7.pdf
From the abstract: Careful and sensible control of the nighttime brightness of digital LED signage is critical. Unlike previous technologies, these signs are designed to produce brightness levels that are visible during the daytime; should too large a fraction of this brightness be used at night serious consequences for driver visibility and safety are possible. A review of the lighting professional literature indicates that drivers should be subjected to brightness levels of no greater than 10 to 40 times the

brightness level to which their eyes are adapted for the critical driving task. As roadway lighting and automobile headlights provide lighting levels of about one nit, this implies signage should appear no brighter than about 40 nits. Standard industry practice with previous technologies for floodlit billboards averages less than 60 nits, and rarely exceeds 100 nits. It is recommended that the new technologies should not exceed 100 nits.

"Effect of Luminance and Text Size on Information Acquisition Time from Traffic Signs (With Discussion and Closure)," *Transportation Research Record 2122*, 2009: 52-62.
Citation at http://trid.trb.org/view/2009/C/881884
From the abstract: This study investigated the effect of (legend) luminance and letter size on the information acquisition time and transfer accuracy from simulated traffic signs. Luminances ranged from 3.2 cd/m² to 80 cd/m² on positive-contrast textual traffic sign stimuli with contrast ratios of 6:1 and 10:1, positioned at 33 ft/in. and 40 ft/in. legibility indices, and viewed under conditions simulating a nighttime driving environment. The findings suggest that increasing the sign luminance significantly reduces the time to acquire information. Similarly, increasing the sign size (or reducing the legibility index) also reduces the information acquisition time. These findings suggest that larger and brighter signs are more efficient in transferring their message to the driver by reducing information acquisition time, or alternatively, by increasing the transfer accuracy. In return, reduced sign viewing durations and increased reading accuracy are likely to improve roadway safety.

Note: the "legibility index" is:

> ... a numerical value representing the distance in feet at which a sign may be read for every inch of capital letter height. For example, a sign with a Legibility Index of 30 means that it should be legible at 30 feet with one inch capital letters, or legible at 300 feet with ten inch capital letters. (See http://www.usscfoundation.org/USSCSignLegiRulesThumb.pdf)

Driver Comprehension of Diagrammatic Freeway Guide Signs, Susan T. Chrysler, Alicia A. Williams, Dillon S. Funkhouser, Andrew J. Holick, Marcus A. Brewer, Texas Transportation Institute, February 2007.
http://tti.tamu.edu/documents/0-5147-1.pdf
From the abstract: This report contains the results of a three-phase human factors study which tested driver comprehension of diagrammatic freeway guide signs and their text alternatives. Four different interchange types were tested: left optional exit, left lane drop, freeway to freeway split with optional center lane, and two lane right exits with optional lanes. Three phases of the project tested comprehension by using digitally edited photographs of advance guide signs in freeway scenes. Participants viewed a computer slideshow in which slides were shown for only three seconds to simulate a single driver eye glance at a sign. All signs were mounted overhead in the photographs. Participants were provided a route number and city name as a destination that could be reached either by the through route or the exit route. They indicated which lane or lanes they would choose to reach the given destination. The fourth phase of the study used a fixed-base driving simulator which presented full sign sequences consisting of two advance guides and one exit direction sign. Performance measures were distance from the gore at which required lane changes were made and number of unnecessary lane changes made. Results showed that for the left exits the standard text-only signs performed equal to or better than the diagrammatic signs. This performance was true for left lane drops also. For the right exit with optional lane, the standard text signs did well, as did the diagrammatic signs. For freeway-to-freeway splits, standard text signs with two arrows over the optional lane performed better than either style of diagrammatic sign. This report also contains an extensive literature review of previous work in the area, a discussion of testing methodology, and suggestions for future research.

Enhancing Driving Safety through Proper Message Design on Variable Message Signs, Jyh-Hone Wang, Charles E. Collyer, Chun-Ming Yang, University of Rhode Island, Kingston, September 2005. Citation at http://trid.trb.org/view/2005/M/793262

From the abstract: This report presents a study that assessed drivers' responses to and comprehension of variable message sign (VMS) messages displayed in different ways with the intent to help enhance message display on VMSs. Firstly, a review of literatures and current practices regarding the design and display of VMS messages is presented. Secondly, the study incorporates three approaches in the assessment. Questionnaire surveys were designed to investigate the preferences of highway drivers in regards to six message display settings, they were: number of message frames, flashing effect, color, color combinations, wording, and use of abbreviations. Lab experiments were developed to assess drivers' responses to a variety of VMS messages in a simulated driving environment. Two groups of factors, within-subject and between-subject factors, were considered in the design of experiment. Within-subject factors included message flashing and color combination. Between-subject factors were age and gender. To help validate results found from lab experiments, field studies were set up to study drivers' response to VMS in real driving environment. Thirty-six subjects, from three age populations (20-40, 40-60, above 60 years old) with balanced genders, were recruited to participate in both questionnaire surveys and lab experiments while eighteen of them participated in field studies on a voluntarily basis. The study findings suggest a specific set of VMS features that might help traffic engineers and highway management design VMS signs that could be noticed, understood and responded to in a more timely fashion. Safer and more proactive driving experiences could be achieved by adopting these suggested VMS features.

State Regulations

State and Local Regulation Summaries

State Changeable Message Chart, Outdoor Advertising Association of America, undated. http://www.superliciousdesign.com/ledmedia/State_Changeable_Message.pdf (or see Appendix A). This chart summarizes changeable message advertising sign regulations for 46 states:

- Three states (New Hampshire, North Dakota and Wyoming) do not allow these signs.
- Five states (Maryland, Massachusetts, Oregon, Texas and Washington) allow tri-action signs only.
- Thirty-eight states allow changeable message signs. Of these, 19 states (California, Colorado, Connecticut, Delaware, Florida, Georgia, Indiana, Kansas, Michigan, Minnesota, Missouri, New Jersey, New York, Ohio, Oklahoma, Tennessee, Utah, Virginia and Wisconsin) have statutes; 10 states (Arkansas, Idaho, Illinois, Iowa, Louisiana, Nebraska, Nevada, North Carolina, South Carolina and West Virginia) have regulations; seven states (Alaska, Arizona, Kentucky, Montana, New Mexico, Rhode Island and South Dakota) have interpretations of the federal/state agreement; and two states (Mississippi and Pennsylvania) have policy memoranda.

The document categorizes each of these states by regulations for minimum message duration ("dwell time"—generally from 4 to 10 seconds, with 6 or 8 seconds most common); maximum interval between messages (typically from 1 to 4 seconds), and spacing (500 feet is most common). It is unclear how up-to-date these regulations are; we were unable to determine the date for this chart or obtain the latest information from the OAAA, which requires paid registration for access.

The Regulation of Signage: Guidelines for Local Regulation of Digital On-Premise Signs, Menelaos Triantafillou, Alan C. Weinstein, National Signage Research and Education Conference, 2010. http://www.thesignagefoundation.org/LinkClick.aspx?fileticket=3inv%2fFyrpFk%3d&tabid=59&mid=468

From the report: Based on a recent survey of numerous jurisdictions by one of the authors, the most common regulatory provisions applicable to digital on-premise signs appear below:

- Require that the sign display remain static for a minimum of 5-8 seconds and require "instantaneous" change of the display; i.e., no "fading" in/out of the message.
- Prohibit scrolling and animation outside of unique—and mostly pedestrian-oriented—locations.
- Limit brightness to 5,000 nits during daylight and 500 nits at night.
- Require automatic brightness control keyed to ambient light levels.
- Require display to go dark if there is a malfunction.
- Specify distancing requirements from areas zoned for residential use and/or prohibit orientation of s sign face towards an area zoned for residential use.

See also Appendices B and C in Research Review of Potential Safety Effects of Electronic Billboards on Driver Attention and Distraction in **Related Research** for an overview of state regulations and practices as of 2001.

Survey of Current State Regulations

We found digital display regulations for 12 states. These regulations are summarized in the following table and then detailed by state.

State	Duration ≥	Inter-val ≤	Brightness/ Illumination	Font Size	Visual Effects	Sequencing	Spacing	Locations	Billboard Size
DE	10s	1s	Must appropriately adjust display brightness as ambient light levels change.	Size not specified. A sign that attempts or appears to attempt to direct the movement of traffic or which contains wording, color, shapes, or likenesses of official traffic control devices is prohibited.	May not contain or display any lights, effects, or messages that flash, move, appear to be animated or to move, scroll, or change in intensity during the fixed display period	Prohibited.	>2,500ft from another VMS >500ft from a static sign	Permitted within 660ft of the edge of the right-of-way of any interstate or federal-aid primary highway. > 1,000ft from an interchange, interstate junction of merging or diverging traffic, or an at-grade intersection. May not be placed along designated Delaware byways.	Not specified.
FL	6s	2s	Lighting which causes glare or impairs the vision of the driver of any motor vehicle, or which otherwise interferes with any driver's operation of a motor vehicle is prohibited. A sign may not be illuminated so that it interferes with the effectiveness of, or obscures, an official traffic sign, signal or device. Lighting may not be added to or increased on a nonconforming sign.	Not specified.	Flashing, intermittent, rotating, or moving lights are prohibited. Instantaneous transition for entire sign face required.	Not specified.	Not specified.	Not specified.	Not specified.

State	Duration ≥	Interval ≤	Brightness/ Illumination	Font Size	Visual Effects	Sequencing	Spacing	Locations	Billboard Size
GA	10s	3s	Must be effectively shielded so as to prevent beams or rays of light from being directed at any portion of the traveled way, which beams or rays are of such intensity or brilliance as to cause glare or to impair the vision of the driver of any motor vehicle or which otherwise interfere with the operation of a motor vehicle. Must not obscure or interfere with the effectiveness of an official traffic sign, device, or signal.	Not specified.	May not contain flashing, intermittent, or moving light or lights except those giving public service information such as time, date, temperature, weather.	Not specified.	>5,000ft from another multiple message sign.	Not specified.	Not specified.
IA	8s	1s	The intensity of the illumination may not cause glare or impair the vision of the driver of any motor vehicle or otherwise interferes with any driver's operation of a motor vehicle.	Not specified.	No traveling messages (e.g., moving messages, animated messages, full-motion video, or scrolling text messages) or segmented messages are allowed.	No segmented messages allowed.	>500ft from another LED display facing the same way in cities. >1000ft in rural areas.	Not specified.	Not specified.
KS	8s	2s	Must be effectively shielded so as to prevent beams or rays of light from being directed at any portion	Not specified.	Cannot contain or display flashing, intermittent or moving lights, including	Not specified.	>1000ft from another CMS.	Not specified.	Not specified.

State	Duration ≥	Inter-val ≤	Brightness/ Illumination	Font Size	Visual Effects	Sequencing	Spacing	Locations	Billboard Size
			of the traveled way of any interstate or primary highway and are of such intensity or brilliance as to cause glare or to impair the vision of the driver of any motor vehicle or to otherwise interfere with any driver's operation of a motor vehicle. Must not be so illuminated that they obscure any official traffic sign, device or signal, or imitate or may be confused with any official traffic sign, device or signal.		animated or scrolling advertising.				
MA	10s	0s	Must automatically adjust the intensity of its display according to natural ambient light conditions. May not cause beams or rays of light from being directed at any portion of the traveled way, which beams or rays are of such intensity or brilliance as to cause glare or to impair the vision of the driver of any motor vehicle or otherwise interfere with the operation of a motor	Not specified.	May not contain flashing, intermittent, or moving lights; or display animated, moving video, scrolling advertising; or consist of a static image projected upon a stationary object. May not display illumination that moves, appears to move or changes in intensity during	Not specified.	>500ft from any sign. >2000ft from another off premise electronic sign on the same side of the highway. >1000ft from another off premise electronic sign on the opposite side of the	Not specified.	Not specified.

State	Duration ≥	Inter-val ≤	Brightness/ Illumination	Font Size	Visual Effects	Sequencing	Spacing	Locations	Billboard Size
			vehicle. May not obscure or interfere with the effectiveness of an official traffic sign, device or signal, or cause an undue distraction to the traveling public		the static display period. This does not include changes to a display for time, date and temperature.		highway.		
NY	6s	3s	Not specified.	Not specified.	Not specified.	Not specified.	Not specified.	Not specified.	Not specified.
OH	8s	3s	Not specified.	Not specified.	A multiple message or variable message advertising device shall not be illuminated by flashing, intermittent, or moving lights. No multiple message or variable message advertising device may include any illumination which is flashing, intermittent, or moving when the sign face is in a fixed position.	Not specified.	>1000ft from another MMS.	Not specified.	Not specified.
OR	8s	2s	Must operate at an intensity level of not more than 0.3 foot-candles over ambient light as measured by the distance to the sign	Not specified.	No flashing or varying intensity light; cannot create the appearance of movement.	Not specified.	Not specified.	Not specified.	Not specified.

State	Duration ≥	Inter-val ≤	Brightness/ Illumination	Font Size	Visual Effects	Sequencing	Spacing	Locations	Billboard Size
			depending upon its size (150 feet if the display surface of the sign is 12 feet by 25 feet, 200 feet if the display surface is 10.5 by 36 feet, and 250 feet if the display surface is 14 by 48 feet).						
TN	8s	2s	Not specified.	Not specified.	Video, animation, and continuous scrolling messages are prohibited.	Not specified.	>2000ft from another CMS.	Not specified.	Not specified.
WS	A single message or a message segment must have a static display time of at least two seconds after moving onto the signboard, with all segments of the total message to be displayed within ten seconds.	4s	No electronic sign lamp may be illuminated to a degree of brightness that is greater than necessary for adequate visibility. In no case may the brightness exceed 8,000 nits or equivalent candelas during daylight hours, or 1,000 nits or equivalent candelas between dusk and dawn. Signs found to be too bright shall be adjusted as directed by the department.	Not specified.	Displays may travel horizontally or scroll vertically onto electronic signboards, but must hold in a static position for two seconds after completing the travel or scroll. Displays shall not appear to flash, undulate, or pulse, or portray explosions, fireworks, flashes of light, or blinking or chasing lights. Displays shall not appear to move toward or away from the viewer,	Not specified.	Not specified.	Not specified.	Not specified.

State	Duration ≥	Inter-val ≤	Brightness/ Illumination	Font Size	Visual Effects	Sequencing	Spacing	Locations	Billboard Size
	A one-segment message may remain static on the signboard with no duration limit.				expand or contract, bounce, rotate, spin, twist, or otherwise portray graphics or animation as it moves onto, is displayed on, or leaves the signboard.				
WI	6s	1s	No variable message sign lamp may be illuminated to a degree of brightness that is greater than necessary for adequate visibility.	Not specified.	No flashing, intermittent or moving light. Traveling messages prohibited.	Not specified.	Not specified.	Not specified.	Not specified.

Delaware

§ 1110. Delaware Byways Program, Chapter 11: Regulation of Outdoor Advertising, Title 17: Highways, Delaware Code, State of Delaware, 2012.
http://delcode.delaware.gov/title17/c011/sc01/index.shtml#1110
From the code:

(3) Lighting. -- Signs may be illuminated, subject to the following restrictions.

a. Signs which contain, include, or are illuminated by any flashing, intermittent, or moving light or lights are prohibited, except those giving public service information such as time, date, temperature, weather, or traffic conditions, or as defined in paragraph (3)e. of this section.

e. Notwithstanding the provisions of paragraphs (b)(3)a. through d. of this section, signs commonly known as variable message signs may be changed at intervals by electronic or mechanical process or remote control, and are permitted within 660 feet of the edge of the right-of-way of any interstate or federal-aid primary highway so designated as of June 1, 1991, and of the National Highway System. These variable message signs are permitted, except as prohibited by local ordinance or zoning regulation or by the Delaware federal-state outdoor advertising agreement of May 1, 1968, and are not considered to be in violation of flashing, intermittent, or moving lights criteria provided that:

1. Each message remains fixed for a minimum of at least 10 seconds.

2. When the message is changed, it must be accomplished in 1 second or less, with all moving parts or illumination changing simultaneously and in unison.

3. A variable message sign along the same roadway and facing in the same direction of travel may not be placed, as measured along the centerline of the roadway, within 2,500 feet of another variable message sign, or within 500 feet of a static billboard sign regulated by this section, or within 1,000 feet of an interchange, interstate junction of merging or diverging traffic, or an at-grade intersection.

4. A variable message sign must contain a default design that will freeze the sign in 1 position if a malfunction occurs or, in the alternative, that will shut down.

5. A variable message sign may not contain or display any lights, effects, or messages that flash, move, appear to be animated or to move, scroll, or change in intensity during the fixed display period. A variable message sign must appropriately adjust display brightness as ambient light levels change.

6. A sign that attempts or appears to attempt to direct the movement of traffic or which contains wording, color, shapes, or likenesses of official traffic control devices is prohibited.

7. A sign may not be placed along designated Delaware byways.

Florida

Outdoor Advertising Sign Regulation and Highway Beautification Program, Florida Administrative Weekly & Florida Administrative Code, Florida Department of Transportation, October 3, 2010.
https://www.flrules.org/gateway/chapterhome.asp?chapter=14-10
From the code:

14-10.004 Permit.

(3) Changeable messages – A permit shall be granted for an automatic changeable facing provided:
(a) The static display time for each message is at least six seconds;

(b) The time to completely change from one message to the next is a maximum of two seconds;
(c) The change of message occurs simultaneously for the entire sign face; and
(d) The application meets all other permitting requirements.
(e) All signs with changeable messages shall contain a default design that will ensure no flashing, intermittent message, or any other apparent movement is displayed should a malfunction occur.

Guide to Outdoor Advertising, Florida Department of Transportation, 2012.
http://www.dot.state.fl.us/rightofway/documents/GuidetoODA.pdf
From page 15 of the guide:

Multiple messages: Your sign may display multiple messages, provided you do not have more than two sign faces for each direction the sign is facing. Mechanically changeable and digital display panels are allowed on conforming signs, provided the static display time is at least 6 seconds, and the time to change from one message to another is no great than 2 seconds. Scrolling or animated images are prohibited.

1. Flashing, intermittent, rotating, or moving lights are prohibited.
2. Lighting which causes glare or impairs the vision of the driver of any motor vehicle, or which otherwise interferes with any driver's operation of a motor vehicle is prohibited.
3. A sign may not be illuminated so that it interferes with the effectiveness of, or obscures, an official traffic sign, signal or device.
4. Lighting may not be added to or increased on a nonconforming sign.

Georgia

Article 3. Control of Signs and Signals, Chapter 6: Regulation of Maintenance and Use of Public Roads Generally, Title 32: Highways, Bridges, and Ferries, *Georgia Code*, State of Georgia, 2008.
http://oaag.net/guidelines/documents/32-6OutdoorAdvertisingStateLaw.pdf
From page 7 of the report:

32-6-75. Restrictions on outdoor advertising authorized by Code Sections 32-6-72 and 32-6-73; multiple message signs on interstate system, primary highways, and other highways.

(a) No sign authorized by paragraphs (4) through (6) of Code Section 32-6-72 and paragraph (4) of Code Section 32-6-73 shall be erected or maintained which:

(8) If illuminated, contains, includes, or is illuminated by any flashing, intermittent, or moving light or lights except those giving public service information such as time, date, temperature, weather, or other similar information except as expressly permitted under subsection (c) of this Code section. The illumination of mechanical multiple message signs is not illumination by flashing, intermittent, or moving light or lights, except that no multiple message sign may include any illumination which is flashing, intermittent, or moving when the sign is in a fixed position;

(9) If illuminated, is not effectively shielded so as to prevent beams or rays of light from being directed at any portion of the traveled way, which beams or rays are of such intensity or brilliance as to cause glare or to impair the vision of the driver of any motor vehicle or which otherwise interfere with the operation of a motor vehicle;

(10) If illuminated, is illuminated so that it obscures or interferes with the effectiveness of an official traffic sign, device, or signal;

(c) (1) Multiple message signs shall be permitted on the interstate system, primary highways, and other highways under the following conditions:

(A) Each multiple message sign shall remain fixed for at least ten seconds;

(B) When a message is changed mechanically, it shall be accomplished in three seconds or less;

(C) No such multiple message sign shall be placed within 5,000 feet of another mechanical multiple message sign on the same side of the highway;

(D) Any such sign shall contain a default design that will freeze the sign in one position if a malfunction occurs;

(E) Any maximum size limitations shall apply independently to each side of a multiple message sign; and

(F) Nonmechanical electronic multiple message signs that are otherwise in compliance with this subsection and are illuminated entirely by the use of light emitting diodes, back lighting, or any other light source shall be permitted under the following circumstances: (i) Each transitional change occurs within two seconds; (ii) If the department finds an electronic sign or any display or effect thereon to cause glare or to impair the vision of the driver of any motor vehicle or to otherwise interfere with the safe operation of a motor vehicle, then, upon the department's request, the owner of the sign shall promptly and within not more than 48 hours reduce the intensity of the sign to a level acceptable to the department; and (iii) The owner of any existing or nonconforming electronic sign shall have until October 31, 2006, to bring the electronic sign in compliance with this subparagraph and to request a permit from the department.

Iowa

Guide to Iowa Outdoor Advertising Regulations for Interstate Highways, Iowa Department of Transportation, April 2009.
http://www.iowadot.gov/iowaroadsigns/Guide_to_Outdoor_Advertising_for_Interstates.pdf
From page 7 of the guide:

Light emitting diode (LED) displays

LED displays are permitted under the following conditions:

- Adding this type of technology for an existing billboard constitutes a billboard "modification" under Iowa law. Therefore, a new permit application is required.
- Each change of message must be accomplished in one second or less.
- Each message must remain in a fixed position for at least eight seconds.
- No traveling messages (e.g., moving messages, animated messages, full-motion video, or scrolling text messages) or segmented messages are presented.
- The intensity of the illumination does not cause glare or impair the vision of the driver of any motor vehicle or otherwise interferes with any driver's operation of a motor vehicle.
- LED displays must be located a minimum of 500 feet from any other LED display facing the same direction within cities. LED displays must be located a minimum of 1000 feet from any other LED display facing the same direction in rural areas.

Kansas

Section 68-2234. Highway Advertising Control; Sign Standards; Zoning Requirements, Article 22, Highway Beautification Highway Advertising Control Act of 1972 – Revised 2006, Kansas Department of Transportation, 2006.
http://www.ksdot.org/burrow/beaut/KHACARev6.pdf
From page 5 of the report:

(d) Lighting.

(1) Signs shall not be erected which contain, include or are illuminated by any flashing, intermittent, revolving or moving light, except those giving public service information such as, but not limited to, time, date, temperature, weather or news; steadily burning lights in configuration of letters or pictures are not prohibited;

(2) signs shall not be erected or maintained which are not effectively shielded so as to prevent beams or rays of light from being directed at any portion of the traveled way of any interstate or primary highway and are of such intensity or brilliance as to cause glare or to impair the vision of the driver of any motor vehicle or to otherwise interfere with any driver's operation of a motor vehicle; and

(3) signs shall not be erected or maintained which are so illuminated that they obscure any official traffic sign, device or signal, or imitate or may be confused with any official traffic sign, device or signal.

(e) Automatic changeable facing signs.

(1) Automatic changeable facing signs shall be permitted within adjacent or controlled areas under the following conditions:

(A) The sign does not contain or display flashing, intermittent or moving lights, including animated or scrolling advertising;

(B) the changeable facing remains in a fixed position for at least eight seconds;

(C) if a message is changed electronically, it must be accomplished within an interval of two seconds or less;

(D) the sign is not placed within 1,000 feet of another automatic changeable facing sign on the same side of the highway, with the distance being measured along the nearest edge of the pavement and between points directly opposite the signs along each side of the highway;

(E) if the sign is a legal conforming structure it may be modified to an automatic changeable facing sign upon compliance with these standards and approval by the department. A nonconforming structure shall not be modified to create an automatic changeable facing sign;

(F) if the sign contains a default design that will freeze the sign in one position if a malfunction occurs; and

(G) if the sign application meets all other permitting requirements.

(2) The outdoor advertising license shall be revoked for failure to comply with any provision in this subsection.

Massachusetts

Outdoor Advertising, Office of Outdoor Advertising, Highway Division, Massachusetts Department of Transportation, 2012.
http://www.massdot.state.ma.us/highway/Departments/OutdoorAdvertising.aspx
On June 5, 2012, the Massachusetts Department of Transportation conducted a public hearing for proposed regulation changes that include provisions for electronic billboards.

3.17: Requirements for Electronic Sign Permits

(1) Permits for Electronic Signs require the prior approval of the municipality wherein the proposed sign will be located unless otherwise exempted by State law.

(2) Except as otherwise prohibited by Federal or Massachusetts law and regulations, or local ordinances or zoning regulations, permits for Electronic Signs may be issued provided such sign complies with all of the following:

(a) Has a static display lasting at least 10 seconds.
(b) Achieves an instant message change.
(c) Does not display illumination that moves, appears to move or changes in intensity during the static display period. This does not include changes to a display for time, date and temperature.
(d) Automatically adjusts the intensity of its display according to natural ambient light conditions.

(3) A permit issued pursuant to this section shall indicate that it is for an Electronic Sign. Any such permit is determined to not be prohibited by any agreement between the Department and the Secretary of Transportation of the United States. All regulations provided by 700 CMR 3.00 et. seq. are applicable to Electronic Signs. In the event a provision of this section conflicts with another section of 700 CMR, this section controls.

(4) A legally conforming sign or site may be modified to an Electronic Sign if a new permit for the Electronic Sign is obtained by the Department.

(5) Electronic Signs shall not:

(a) Emit or utilize in any manner any sound capable of being detected on a main traveled way by a person with normal hearing;
(b) Cause beams or rays of light from being directed at any portion of the traveled way, which beams or rays are of such intensity or brilliance as to cause glare or to impair the vision of the driver of any motor vehicle or otherwise interfere with the operation of a motor vehicle;
(c) Obscure or interfere with the effectiveness of an official traffic sign, device or signal, or cause an undue distraction to the traveling public;
(d) Contain more than one face visible from the same direction on the traveled way;
(e) Be located so as to obscure or otherwise interfere with a motor vehicle operator's view of approaching, merging or intersecting traffic;
(f) Be within 500 feet of any type of permitted sign;
(g) Be within 2000 feet of another off premise permitted Electronic Sign on the same side of the traveled way;
(h) Be within 1000 feet of another off premise permitted Electronic Sign on the opposite side of the traveled way;
(i) Face more than one direction of travel;
(j) Contain flashing, intermittent, or moving lights; or display animated, moving video, scrolling advertising; or consist of a static image projected upon a stationary object.

(6) Any such sign shall contain a default design that will freeze the sign in one position if a malfunction occurs.

(7) If the Department finds an Electronic Sign or any display or effect thereon to cause glare or to impair the vision of the driver of any motor vehicle or to otherwise interfere with the safe operation of a motor vehicle, upon request, the permit holder shall promptly and within not more than 24 hours reduce the intensity of the sign to a level acceptable to the Department.

(8) In addition to any municipal requirement the Department may impose any restriction as to the hours of operation for each Electronic Sign.

(9) The permit holder of an Electronic Sign shall coordinate with governmental authorities, through the Department's Division of Highways, to display, when appropriate, emergency information important to the traveling public, such as Amber Alerts or alerts concerning terrorist attacks, or natural disasters. Emergency information messages shall remain in the advertising rotation according to the protocols of the agency that issues the information, or protocols established by the Department's Division of Highways.

(10) The permit holder shall provide the Director with contact information for a person who is available 24 hours a day, 7 days a week to turn off the Electronic Sign promptly if a malfunction occurs. The sign shall contain a default mechanism that freezes the sign in one display in the event of a sign malfunction.

(11) The permit holder shall designate a minimum of 25 hours per month of total advertisement time per permit to the Department for Public Service Announcement (PSA) purposes. Said time shall be equally distributed throughout the hours of operation of the Electronic Sign. The permit holder shall submit a detailed proof of play report each month to the Director to verify that PSA's are being displayed. The Director shall determine the total number of PSA's to be aired each month and will coordinate with the permit holder for their sign. Detailed Proof of Play (POP) Reports are due by the 5th day of each month for the prior month of play. Failure to submit a POP report or failure to adhere to the minimum PSA requirement may result in a fine or revocation of permit/s.

Criticism

These regulations have been criticized for not being strong enough:

> **New Rules Would Mean More Billboard Blight for Massachusetts**, Scenic America, 2012.
> http://www.scenic.org/blog/144-new-rules-would-mean-more-billboard-blight-for-massachusetts
> *From the web site:* A proposed set of new regulations on outdoor advertising would see Massachusetts go from having some of the strongest billboard controls in the country to some of the weakest, and result in a proliferation of signs all over the state.
>
> **Massachusetts: Coming Billboard Regulations = Complete Deregulation**, Daily Kos Network, May 30, 2012.
> http://www.dailykos.com/story/2012/05/30/1096048/-Massachusetts-Coming-Billboard-Regulations-Complete-Deregulation
> *From the web site:* The strong Massachusetts billboard regulation legacy will come to a swift end if proposed new regulations by the Massachusetts Department of Transportation's Office of Outdoor Advertising (the "OOA", not to be confused with the OAAA, the Outdoor Advertising Association of America, the billboard industry lobby) are enacted.

New York

N.Y. HAY. LAW § 88: NY Code - Section 88: Control of Outdoor Advertising, FindLaw, 2012.
http://codes.lp.findlaw.com/nycode/HAY/4/88
From the web site:

> Provided that, nothing in this section shall be construed to prohibit the erection or maintenance of outdoor advertising signs, displays and devices which include the steady illumination of sign faces, panels or slats that rotate or change to different messages in a fixed position, commonly known and referred to as changeable or multiple message signs, provided the change of one sign face to another is not more frequent than once every six seconds and the actual change process is accomplished in three seconds or less, when such signs, displays and devices are permitted or authorized pursuant to this section and by the agreement ratified and approved by this section.

Ohio

"Chapter 5501:2-2 – Ohio Administrative Code (OAC)," Ohio Revised Code and Administrative Code for Advertising Device Control, Ohio Department of Transportation, November 2011.
http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/ADC/ADC_RegBook.pdf
From the report:

> **5501:2-2-02 General provisions for the erection and control of outdoor advertising.**
> (A) (4) (b) A multiple message or variable message advertising device shall not be illuminated by flashing, intermittent, or moving lights. No multiple message or variable message advertising device may include any illumination which is flashing, intermittent, or moving when the sign face is in a fixed position.
>
> (B) Multiple message and variable message advertising devices: such advertising devices may be permitted on the interstate system or the primary system under the following conditions: (1) Each message or copy shall remain fixed for at least eight seconds; (2) When a message or copy changes by remote control or electronic process, it shall be accomplished in three seconds or less; (3) No such advertising device shall be placed within one thousand feet of another multiple message or variable message advertising device on the same side of the highway visible in the same direction of travel;(4) Such advertising devices shall contain a default design that will freeze the device in one position if a malfunction occurs; (5) Any maximum size limitations shall apply independently to each face of a multiple message or variable message advertising device; and (6) Only one multiple message advertising device shall be permitted at a single location facing the same direction.

Oregon

Chapter 377—Highway Beautification; Motorist Information Signs, Oregon Revised Statutes, 2011 edition.
http://www.leg.state.or.us/ors/377.html
From the web site:

> **377.753 Permits for outdoor advertising signs; rules.** (1) Notwithstanding the provisions of ORS 377.715, 377.725 and 377.770, the Department of Transportation may issue permits for outdoor advertising signs placed on benches or shelters erected or maintained for use by customers of a mass transit district, a transportation district or other public transportation agency.
>
> (2) The department shall determine by rule the fees and criteria for the number, size, and location of such signs but the department may not issue a permit for a sign that is visible from an interstate highway. [2007 c.199 §3]

Division 60: Signs, Department of Transportation, Highway Division, Oregon Administrative Rules, July 13, 2012.
http://arcweb.sos.state.or.us/pages/rules/oars_700/oar_734/734_060.html
From the web site:

Digital Billboard Procedures

(1) This rule describes the process for applying for a permit for a digital billboard.

(2) Definitions for the purposes of this rule:

(a) "Sign" means the sign structure, the display surfaces of the sign, and all other component parts of the sign.

(b) "Retire" means to use a relocation credit such that it no longer exists or to remove an existing sign.

(c) "Bulletin" means an outdoor advertising sign with a display surface that is 14 feet by 48 feet.

(d) "Poster" means an outdoor advertising sign with a display surface that is 12 feet by 25 feet.

(e) "Digital Billboard" means an outdoor advertising sign that is static and changes messages by any electronic process or remote control, provided that the change from one message to another message is no more frequent than once every eight seconds and the actual change process is accomplished in two seconds or less.

(3) Qualifications for receiving a digital billboard state sign permit:

(a) The proposed site and digital billboard must meet all requirements of the OMIA including, but not limited to, the following:

(A) the digital billboard is not illuminated by a flashing or varying intensity light.

(B) the display surface of the digital billboard does not create the appearance of movement.

(C) the digital billboard must operate at an intensity level of not more than 0.3 foot-candles over ambient light as measured by the distance to the sign depending upon its size.

(D) The distance measurement for ambient light is: 150 feet if the display surface of the sign is 12 feet by 25 feet, 200 feet if the display surface is 10.5 by 36 feet, and 250 feet if the display surface is 14 by 48 feet.

(b) Applicant must submit a completed application for a digital billboard state sign permit using the approved form that may be obtained by one of the following methods:

(A) Requesting from Sign Program Staff by phone at 503-986-3656;

(B) Email: OutdoorAdvertising@odot.state.or.us;

(C) Website http://www.oregon.gov/ODOT/HWY/SIGNPROGRAM/contact_us.shtml

(c) The Department shall confirm that any existing permitted Outdoor Advertising Sign or relocation credit being retired for the purpose of receiving a new digital billboard state sign permit has been removed within the 180 days allowed to construct the new permitted sign. The Department will not charge a Banking Permit Fee for the cancellation of state sign permits retired for the purpose of receiving a new digital billboard permit.

(4) This section sets forth the criteria for determining the required relocation credits or existing permitted signs that an applicant shall retire to receive one new digital billboard state sign permit:

(a) Applicants who own 10% or less of all active relocation credits at the time the application is submitted shall either remove one existing state permitted outdoor advertising sign with a display area of at least 250 square feet or provide one active relocation credit of at least 250 square feet and retire that permit. Applicants meeting these criteria are not limited to either "Bulletin" or "Poster" billboards.

(b) Applicants who own more than 10% of all active relocations credits shall apply for a new digital billboard state sign permit as follows:

(A) For a digital billboard that is intended to be a bulletin, the applicant has three options:

(i) Remove two existing bulletins, retire the permits for those signs, and retire three relocation credits; or

(ii) Remove one existing bulletin and two existing posters, retire those permits and retire three active relocation credits; or

(iii) Remove four existing posters, retire the permits for those signs, and retire three relocation credits.

(B) For a digital billboard that is intended to be a poster, the applicant has two options:

(i) Remove two existing posters, retire the permits for those signs, and retire three relocation credits;

(ii) Remove one existing bulletin, retire the permit for that sign, and retire three relocation credits.

(c) For an active relocation credit to be eligible it must be at least 250 square feet. All permits and relocation credits submitted under these procedures will be permanently cancelled and are not eligible for renewal.

(d) Any state sign permits submitted for retirement must include the written statement notifying the Department that the "lease has been lost or cancelled."

(5) The Department will determine the percentage of relocation credits owned by an applicant by dividing the total number of unused relocation credits by the total number of unused relocation credits owned by the applicant on the day the application is received.

(6) Two digital billboard state sign permits are required for any back to back or V-type digital sign. A separate application is required for each digital sign face.

(7) The first time a digital billboard is permitted it is not subject to the 100-mile rule in ORS 377.767(4). The site of the newly permitted billboard will become the established location for future reference.

(8) Relocation of permitted digital billboards. The Department will issue one digital relocation credit for each permitted digital sign that is removed. The digital relocation credit issued will be for the same square footage as the permitted digital sign that was removed. A digital relocation credit can only be used to relocate a digital billboard. A permitted digital sign can only be reconstructed as a digital billboard.

(9) Use of renewable energy resource. The applicant must provide a statement with the application that clarifies what, if any, renewable energy resources are available at the site and are being utilized. If none, then a notarized statement to that effect must be included with the application.

(10) All permitted digital billboards must have the capacity to either freeze in a static position or display a black screen in the event of a malfunction.

(a) The applicant must provide emergency contact information that has the ability and authority to make modifications to the display and lighting levels in the event of emergencies or a malfunction.

(b) The Department will notify the sign owner of a malfunction that has been confirmed by ODOT in the following instances:

(A) The light impairs the vision of a driver of any motor vehicle; or

(B) The message is in violation of ORS 377.710(6) or 377.720(3)(d).

(11) All digital billboard signs must comply with the light intensity and sensor requirements of ORS 377.720(3)(d).

(a) The Department will take measurements of the permitted digital billboard when notified that the sign has been constructed and the permit plate has been installed.

(b) The Department will use an approved luminance meter designed for use in measuring the amount of light emitted from digital billboards using the industry standard for size and distance as follows:

(A) 150 feet for 12'x 25.'

(B) 200 feet for 10.5'x 36'.
(C) 250 feet for 14'x 48'.

Tennessee

Control of Outdoor Advertising, Chapter 1680-2-3, Rules of Tennessee Department of Transportation Maintenance Division, Tennessee Department of Transportation, February 2003.

Current regulations do not include electronic billboards:
http://www.tdot.state.tn.us/environment/beautification/pdf/1680-02-03.pdf.

However, proposed revisions are under review that include guidance on digital displays:
http://www.tdot.state.tn.us/environment/beautification/docs/Revised-ODA-Rules-Redline.pdf.
From the web site:

1680-10-01-.03 CRITERIA FOR THE CONTROL OF OUTDOOR ADVERTISING DEVICES.

4. Spacing

(i) (IV) The minimum spacing for changeable message signs with a digital display is two thousand (2,000) feet, except as follows:

I. An outdoor advertising device that uses a digital display which does not exceed one hundred (100) square feet in total area to give public information such as time, date, temperature, or weather, or to provide the price of a product, the amount of a lottery prize or similar numerical information supplementing the content of a message otherwise displayed on the sign face shall not be subject to the two thousand (2,000) feet minimum spacing requirement in this item (IV).

5. Changeable Message Signs

Changeable message signs are permissible, subject to the following restrictions: (i) The message display time shall remain static for a minimum of eight (8) seconds with a maximum change time of two (2) seconds. (ii) Video, animation, and continuous scrolling messages are prohibited. (iii) Non-conforming devices shall not be converted to a changeable message sign. (iv) The changeable message sign shall contain a default design that will freeze the sign face to one position if a malfunction occurs. (v) The structure for a changeable message sign may contain sign faces that are in a double-faced, back-to-back, or V-type configuration. (vi) The minimum spacing for changeable message signs with a digital display is as provided in Rule 1680-10-.03(1)(a)4.(i)(IV).

Washington

Highway Advertising Control, M22-95, Washington State Department of Transportation, March 2011.
http://www.wsdot.wa.gov/publications/manuals/fulltext/M22-95/HighwayAdvertisingControl.pdf
From the report:

468-66-050 Sign classifications and specific provisions

(3) Type 3 – On-premise signs.

(b) Type 3(b) – Business complex on-premise sign. A Type 3(b) business complex on-premise sign may display the name of a shopping center, mall, or business combination.

(i) Where a business complex erects a Type 3(b) on-premise sign, the sign structure may display additional individual business signs identifying each of the businesses conducted on the premises. A Type 3(b) on-premise sign structure may also have attached a display area, such as a manually changeable copy panel, reader board, or electronically changeable message center, for advertising on-premise activities and/or presenting public service information.

(g) Electronic signs may be used only as Type 3 on-premise signs and/or to present public service information, as follows:

(i) Advertising messages on electronic signboards may contain words, phrases, sentences, symbols, trademarks, and logos. A single message or a message segment must have a static display time of at least two seconds after moving onto the signboard, with all segments of the total message to be displayed within ten seconds. A one-segment message may remain static on the signboard with no duration limit.

(ii) Displays may travel horizontally or scroll vertically onto electronic signboards, but must hold in a static position for two seconds after completing the travel or scroll.

(iii) Displays shall not appear to flash, undulate, or pulse, or portray explosions, fireworks, flashes of light, or blinking or chasing lights. Displays shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate, spin, twist, or otherwise portray graphics or animation as it moves onto, is displayed on, or leaves the signboard.

(iv) Electronic signs requiring more than four seconds to change from one single message display to another shall be turned off during the change interval.

(v) No electronic sign lamp may be illuminated to a degree of brightness that is greater than necessary for adequate visibility. In no case may the brightness exceed 8,000 nits or equivalent candelas during daylight hours, or 1,000 nits or equivalent candelas between dusk and dawn. Signs found to be too bright shall be adjusted as directed by the department.

(h) The act does not regulate Type 3(a), 3(b), 3(c), and 3(d) on-premise signs located along primary system highways inside an incorporated city or town or a commercial or industrial area.

Wisconsin

Control of Outdoor Advertising Along and Visible from Highways on the Interstate and Federal-Aid Primary Systems, Chapter Trans 201, Wisconsin Administrative Code, February 2005.
http://docs.legis.wisconsin.gov/code/admin_code/trans/201.pdf
From the web site:

Trans 201.15 – Electronic signs

(3) Variable Message Signs.

(c) No message may be displayed for less than one-half second.

(d) No message may be repeated at intervals of less than 2 seconds.

(e) No segmented message may last longer than 10 seconds.

(f) No traveling message may travel at a rate slower than 16 light columns per second or faster than 32 columns per second.

(g) No variable message sign lamp may be illuminated to a degree of brightness that is greater than necessary for adequate visibility.

(4) Multiple Message Signs.

(a) The louver rotation time to change a message shall be one second or less.

(b) The time a message remains in a fixed position shall be 6 seconds or more.

84.30 Regulation of Outdoor Advertising. Wisconsin Legislative Documents, 2012.
http://docs.legis.wisconsin.gov/statutes/statutes/84/30
From the web site:

(3)(c)(1) Signs that contain, include or are illuminated by any flashing, intermittent or moving light or lights are prohibited, except electronic signs permitted by rule of the department.

(4)(bm) Signs may contain multiple or variable messages, including messages on louvers that are rotated and messages formed solely by use of lights or other electronic or digital displays, that may be changed by any electronic process, subject to all of the following restrictions:

1. Each change of message shall be accomplished in one second or less.
2. Each message shall remain in a fixed position for at least 6 seconds.
3. The use of traveling messages or segmented messages is prohibited.
4. The department, by rule, may prohibit or establish restrictions on the illumination of messages to a degree of brightness that is greater than necessary for adequate visibility.

APPENDIX A

State Changeable Message Chart
(Source: OAAA State Statute Matrix)

No changeable message signs allowed:	**Tri- action Only**	**Changeable Message /Digital Technology**
(3 STATES) ND, NH, WY	(5 STATES) MD, MA, OR, TX, WA,	(38 STATES) AL, AR, AZ, CA, CO, CT DE, FL, GA, ID, IL, IA, IN, KS, KY, LA, MI, MN, MO, MS, MT, NE, NV, NJ, NM, NY, NC, OH, OK, PA, RI, SC, SD, TN, UT, VA, WV, WI

State-by-state breakdown of the 38 states allowing Changeable Message/Digital technology

- States which have statutes (19):

CA, CO, CT, DE, FL
GA, IN, KS, MI, MO
MN, NJ, NY, OH
OK, UT, TN, VA, WI

- Regulations (10):

AR, ID, IL, IA*, LA, NE,
NV, NC, SC, WV

- States with interpretations of the federal/state agreement (7):

AL, AZ, KY, MT,
NM, RI, SD

- Policy memoranda (2):

MS approved a policy DOT memorandum
PA approved the technology through an internal PENNDOT memorandum (2002)
IA* regulations are undergoing a comment period

OAAA Changeable Message Criteria
Dwell Time Sequence – By State

Dwell Time (Static Message)	State
4 seconds	CA, CO, IA, VA
5 seconds	NM, PA
6 seconds	AL, AZ, CT, FL, GA, IA, MI, MN, NV, NY, SD, WI, RI (average)
8 seconds	AR, ID, IN, KS, LA, MO, MS, NJ, NC, OH, OK, OR, SC, TN, UT, WV, WA
10 seconds	DE, IL, NE, MD, TX
Other/State-Company Discretion	KY, MA, MT

Dwell and Twirl Times for message changes and spacing criteria

States Allowing Changeable Message/Digital Technology

State	Dwell time	Twirl time	Spacing *traditional 500 ft
AL	6 seconds		
AR	8 seconds or more	2 seconds or less	1500 feet
AZ	6 seconds	1 second	*
CA	4 seconds	4 seconds	1000 feet
CO	4 seconds	1 second	1000 feet
CT	6 seconds	3 seconds	*
DE	10 seconds	1 second	2500 feet
FL	6 seconds	2 seconds	1000 to 1500 feet
GA	10 seconds	2 seconds	5000 feet

Dwell and Twirl Times for message changes and spacing criteria (cont'd)

States Allowing Changeable Message Including Electronics

State	Dwell time	Twirl time	Spacing
ID	8 seconds	2 seconds	*
IL	10 seconds	3 seconds	*
IN	8 seconds	2 seconds	*
IA	6 seconds	1 second	*
KS	8 seconds	2 seconds	1000 feet
KY At discretion of state DOT			
LA	8 seconds	4 seconds	*
MI	6 seconds	1 second	*
MN	6 seconds	none	*
MS	8 seconds	instantaneous	*
MO	8 seconds	2 seconds	1400 feet
MT At discretion of state DOT			
NE	10 seconds	2 seconds	5000 feet
NV	6 seconds	3 seconds	*
***NJ** (regulatory change pending	8 seconds	1 second	3000 feet
NM Company discretion	5 seconds	1-2 seconds	*
NY	6 seconds	3 seconds	*
NC	8 seconds	2 seconds	1000 feet
OH	8 seconds	3 seconds	1000 feet
OK	8 seconds	4 seconds	*

Dwell and Twirl Times for message changes and spacing criteria (cont'd)

States Allowing Changeable Message Including Electronics

State	Dwell time	Twirl time	Spacing
PA	5 seconds	1 second	*
RI	5-7 seconds	2-3 seconds	*
Company discretion			
SD	6 seconds	none	*
SC	8 seconds	2-3 seconds	*
TN	8 seconds	2 seconds	2000 feet
UT	8 seconds	3 seconds	*
VA	4 seconds	none	*
WV	8 seconds	2 seconds	1500 feet
WI	6 seconds	1 second	*

States Allowing Changeable Message Including Electronics

Tri-action Only

State	Dwell time	Twirl time	Spacing
MD	10 seconds	4 seconds	*
MA	none	none	*
OR	8 seconds	4 seconds	1000 feet
TX	10 seconds	2 seconds	*
Rural Roads Only			
WA	8 seconds	4 seconds	*

EXHIBIT 4

Pictures taken April, 2020

Century at La Brea

I-405 Southbound

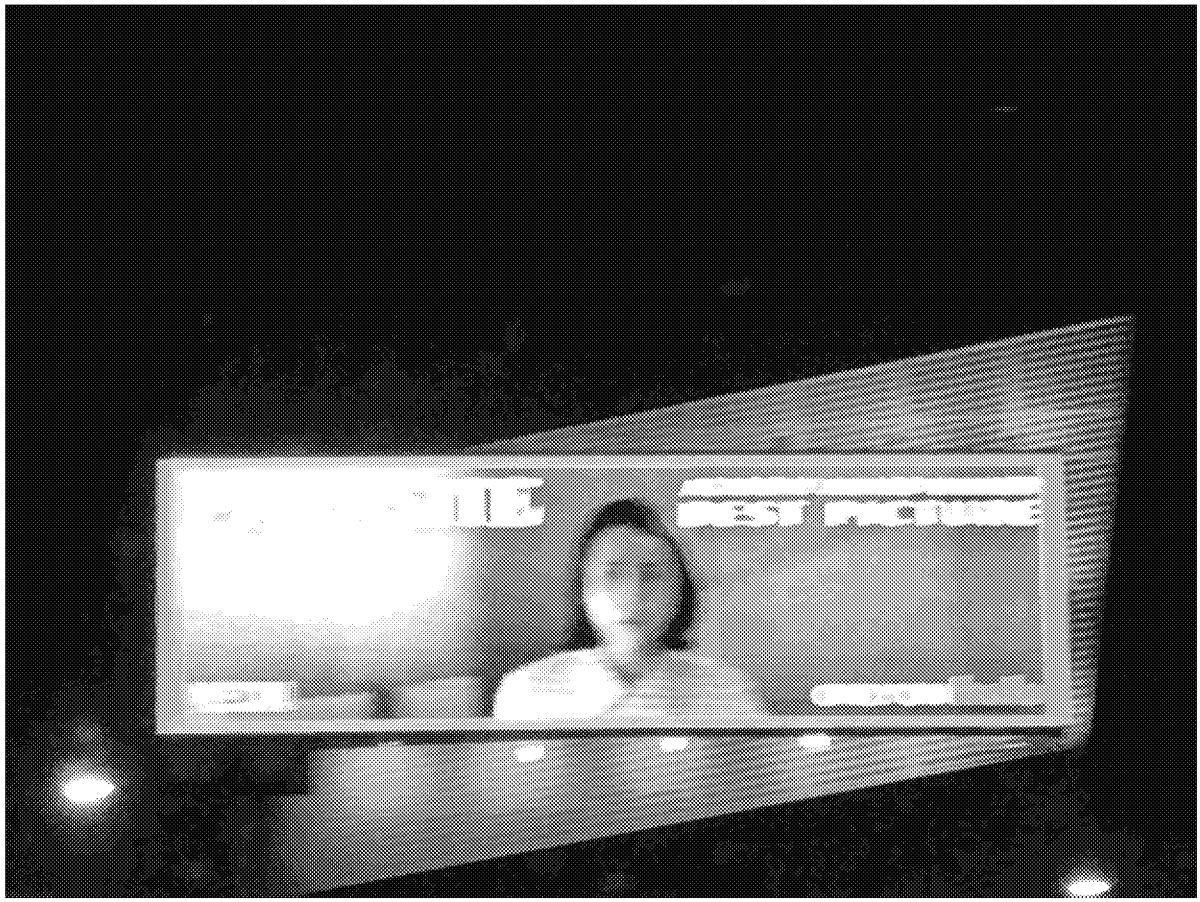

New!
POPCORN
CHICKEN
COMBOS
Dr Pepper
spicy
classic
Jack
in the box
WOW


alto
15'-1"

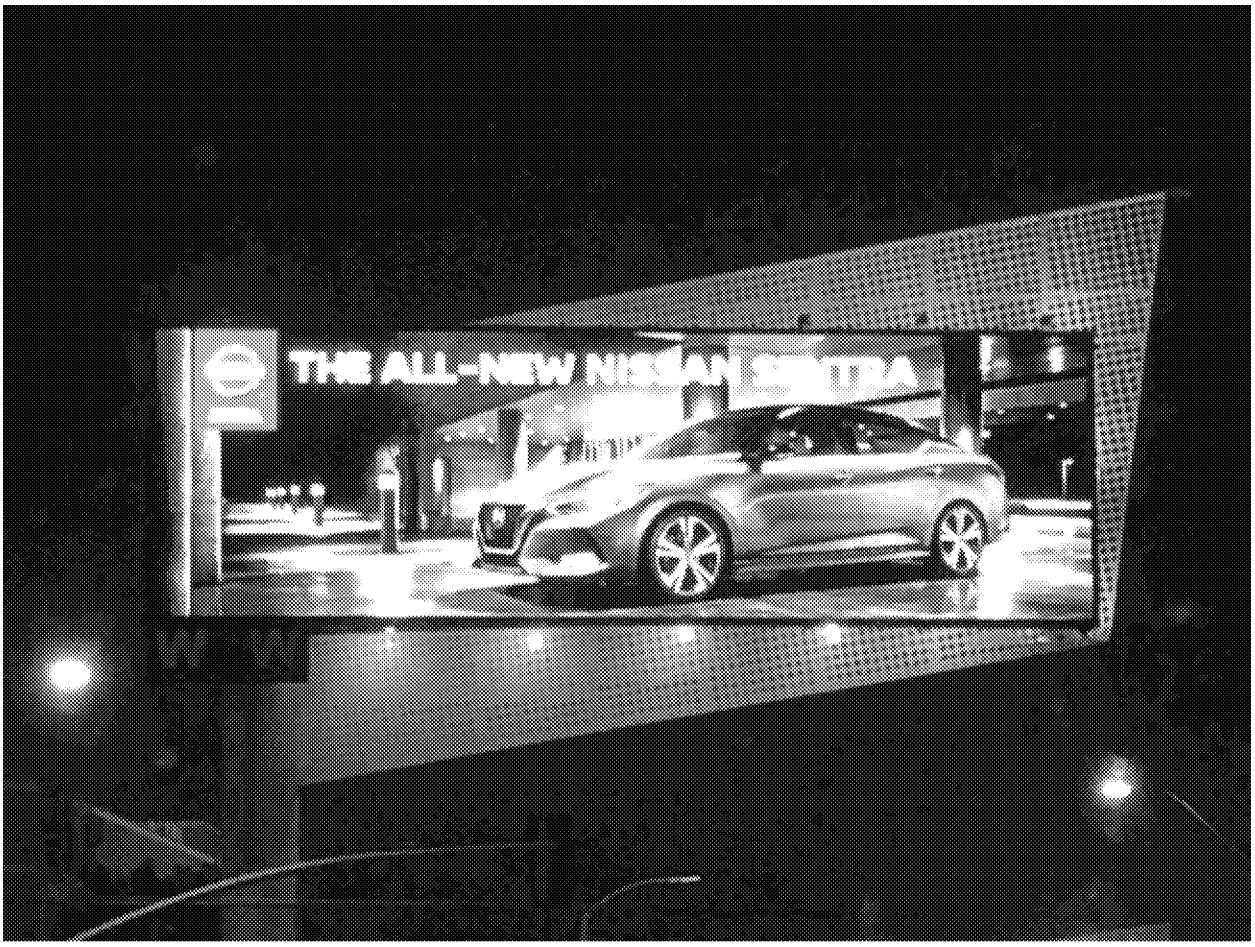

PARASITE
ACADEMY AWARD WINNER
BEST PICTURE
"MASTERPIECE"
MASTERPIECE
hulu


PARASITE
ACADEMY AWARD WINNER
BEST PICTURE
hulu


ONLY ON hulu
FREEWAY
405 SOUTH

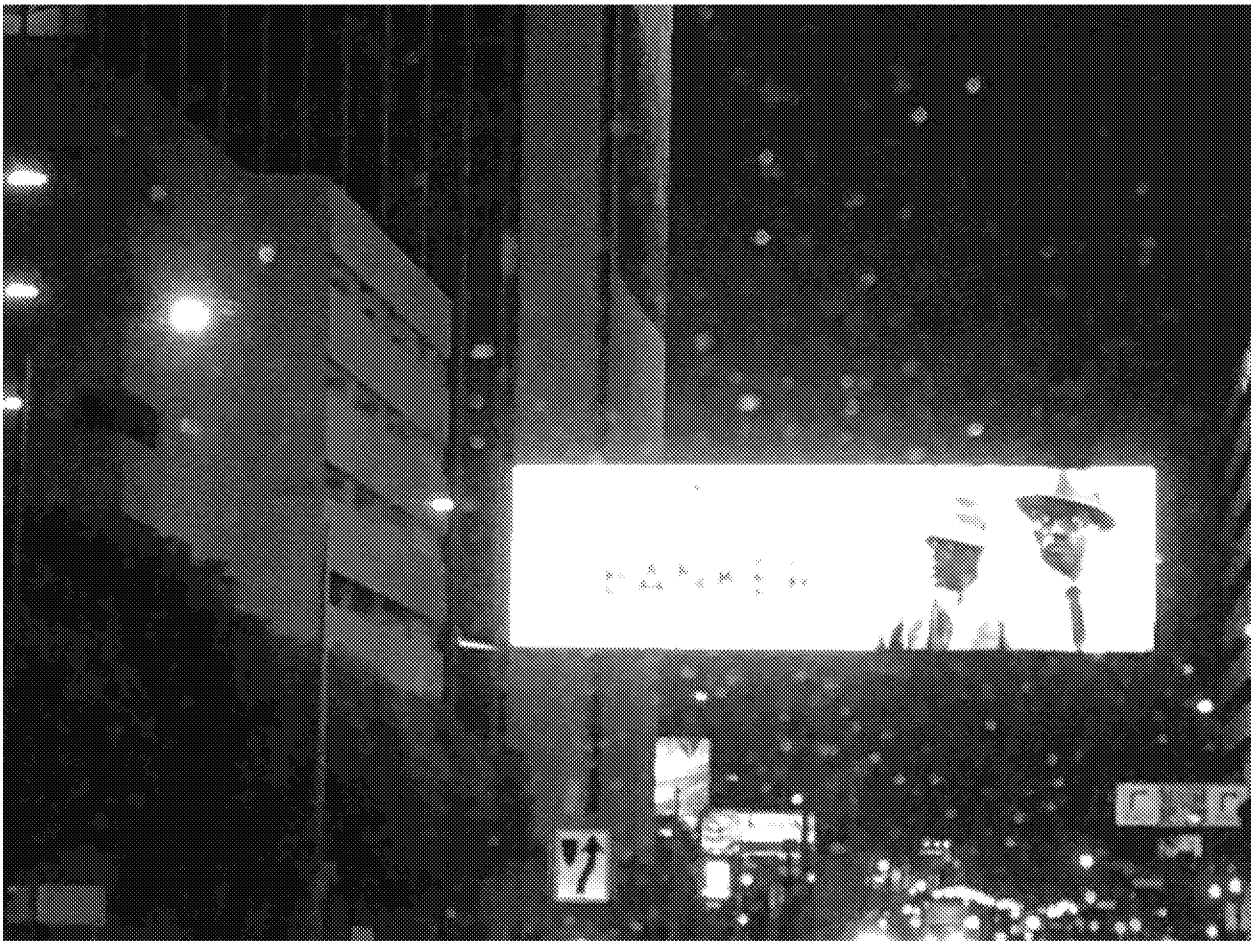



PARASITE


THE ALL-NEW NISSAN

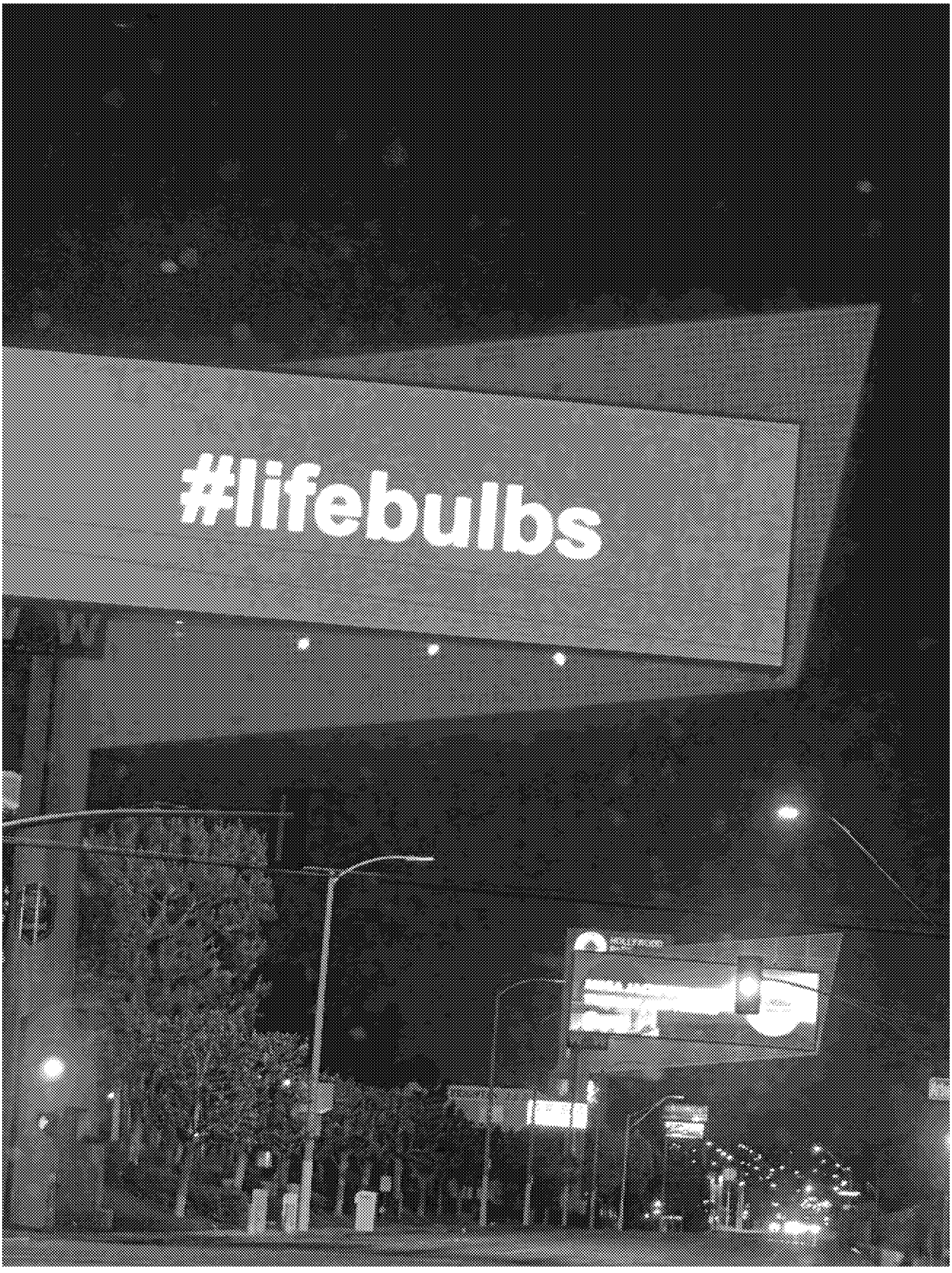

SOBRIETY
KILLING EVE
IHOP


SOVEREIGN



La Cienega & I-405 Northbound

Arbor Vitae Northbound




#lifebulbs


FOREIGN-D
COMPUTER DIAGNOSTIC
REPUBLIC


FOREIGN-DOME
REPUBLIC
SERVICES

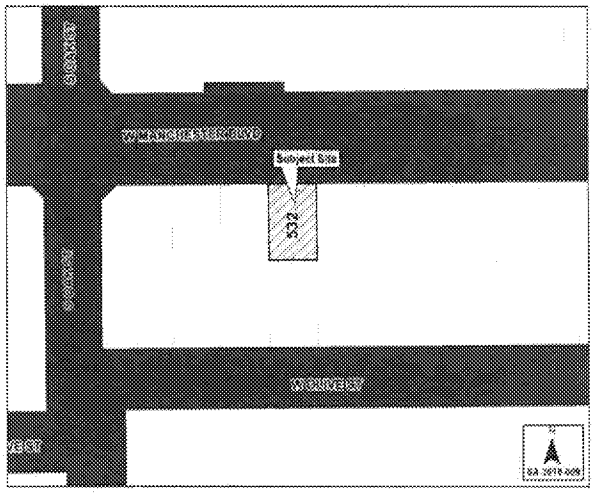

IONEY

EXHIBIT 5

Agenda Item 5c.

CITY OF INGLEWOOD
PLANNING COMMISSION AGENDA REPORT

Date: April 13, 2020	**Agenda Item Number:** 5c
Case Numbers: Sign Adjustment No. 2019-009 (SA-2019-009)	
Type of Actions: Public Hearing (SA-2019-009)	
Request: A request to consider an appeal of the denial of a Sign Adjustment to legalize a previously installed approximately 35 square-foot internally-illuminated bi-faced LED sign for the display of on-site advertising only.	
Applicant: Cole Feyijimi	
Project Address: 532 West Manchester Boulevard	**Council District:** 3
Legal Description: The north 84 feet of Lot 2 of Tract No. 626 (AIN 4018-014-004	



General Plan Designation: Commercial

Zoning: C-2A (Airport Commercial)

Associated Cases: SA-2019-009

Surrounding Land Uses:
North-Commercial
South- Residential
East - Commercial
West - Commercial

Public Notification: On Wednesday, Thursday April 2, 2020 notices were mailed to all owners of abutting properties of the subject site and applicant as required by the Inglewood Municipal Code.

RECOMMENDATION

Consider the staff report and the public testimony and make a determination. If the Planning Commission determines to approve the request, it is recommended to:

1) Affirm Notice of Exemption EA-CE-2019-122, and
2) Adopt the attached resolution upholding the Director's denial of SA-2019-009.

If the Planning Commission determines to overturn the denial, it is recommended that the Commission affirm the previously prepared Notice of Exemption and make the appropriate findings.

REQUEST

The applicant has requested that the Planning Commission overturn the denial of a sign adjustment per Section 12-98.1 of the IMC to legalize a previously installed approximately 35 square-foot internally-illuminated bi-faced LED sign on a C-2A (Airport Commercial) zoned property for the display of on-site advertising only.

BACKGROUND

Section 12-98.9 of Article 26.1 of the Inglewood Municipal Code (IMC) contains the procedure for filing an appeal of a decision on a Sign Adjustment. On November 20, 2019 an administrative public hearing was conducted in the Planning Conference Room. Notice of the time and place of the hearing were given as required by law and all interested persons had the opportunity to be heard and submit testimony or evidence for or against the environmental determination and the sign adjustment. The applicant was in attendance at the meeting and no other members of the public. No written correspondence was submitted.

On January 9, 2020, Sign Adjustment No. 2019-009 (SA-2019-009) to legalize a previously installed approximately 35 square-foot internally-illuminated bi-faced LED sign for the display of on-site advertising only was denied by the Community Development Department Director (Director) and notice of the denial was provided to the applicant and abutting property owners as required by the Inglewood Municipal Code. On January 27, 2020, the Planning Division received an appeal letter and fee from Cole Feyijimi. The appeal indicated that the existing signage is not visible on Manchester and that due to the building size his business is not easily recognized from the street. Pursuant to Section 12-98.9, appeals of the Director's decision on the Zone Adjustment must be heard by the Planning Commission. The Planning Commission's decision is final.

The project site is zoned C-2A (Airport Commercial) and is developed with a one-story commercial office building. The surrounding properties to the north, east and west are zoned C-2A and developed with Commercial uses. Properties located south of the subject site are zoned P-1 and are developed with residential uses.

Discussion

Article 23 of the IMC provides minimum standards to safeguard life, health, property, and the public welfare by regulating and controlling the design, quality of materials, construction, size, height, illumination, location, and maintenance of all signs, sign structures, and other exterior advertising devices. The Inglewood Municipal Code prohibits LED signage unless Sign Adjustment approval is granted.

The January 9, 2020, decision letter contained findings that the proposed business as all properties, have an opportunity to provide signage as set forth in Section 12-76 of the IMC. The subject property and use do not have special circumstances that are different from other surrounding properties and businesses. The applicant has available to them standards set forth in Section 12-76 of the IMC for wall and pole signage. These standards ensure that businesses provide visually appealing signage and are uniformly applied throughout the City. The denial of a sign adjustment for this request does not

unreasonably deprive the applicant of the use or enjoyment of the property. The approval of the sign adjustment to allow the installation of an approximately 35 square-foot bi-faced LED sign will be detrimental to the business neighborhood in that allowing the electronic signs will establish a precedent that cannot be uniformly applied throughout the City. Although the IMC permits minor modifications to the sign regulations, the modification must meet the required findings. As findings 1-3 above cannot be met, this adjustment is not consistent with the legislative intent of the General Plan and the Zoning Code.

The applicant has requested that the Planning Commission overturn the denial of a sign adjustment per Section 12-98.1 of the IMC to legalize a previously installed approximately 35 square-foot internally-illuminated bi-faced LED sign on a C-2A (Airport Commercial) zoned property for the display of on-site advertising only. (eg: services provided, social media outlets, hours of operation etc.)

Sign Permit Required

If the Planning Commission elects to overturn the Sign Adjustment and approve the request, the applicant will be required to submit plans to the Planning Division for a Sign Permit to ensure that the project is developed in conformance with all applicable provisions of the Inglewood Municipal Code. The applicant will be required to comply with all applicable provisions of the City of Inglewood Municipal Code and obtain final plan approval from the Planning Division. The applicant will also be required to obtain approval for the signage from the Building Safety Division, and other applicable City Departments.

Public Comments

As of the preparation of this report, no public comments in favor or against this project have been received.

General Plan Consistency

The proposed project is consistent with the Commercial/Residential land use designation of the General Plan in that it ensures the availability of commercial goods and services for the needs of the residents and businesses in the community.

Environmental Determination

A Notice of Exemption (EA-CE-2019-122) has been prepared by staff stating that the proposed project will have no significant adverse impact on the environment, a copy of which has been available for review in the Planning Division office located on the fourth floor of City Hall. An electronic copy is available by email request at bmccrumby@cityofinglewood.org.

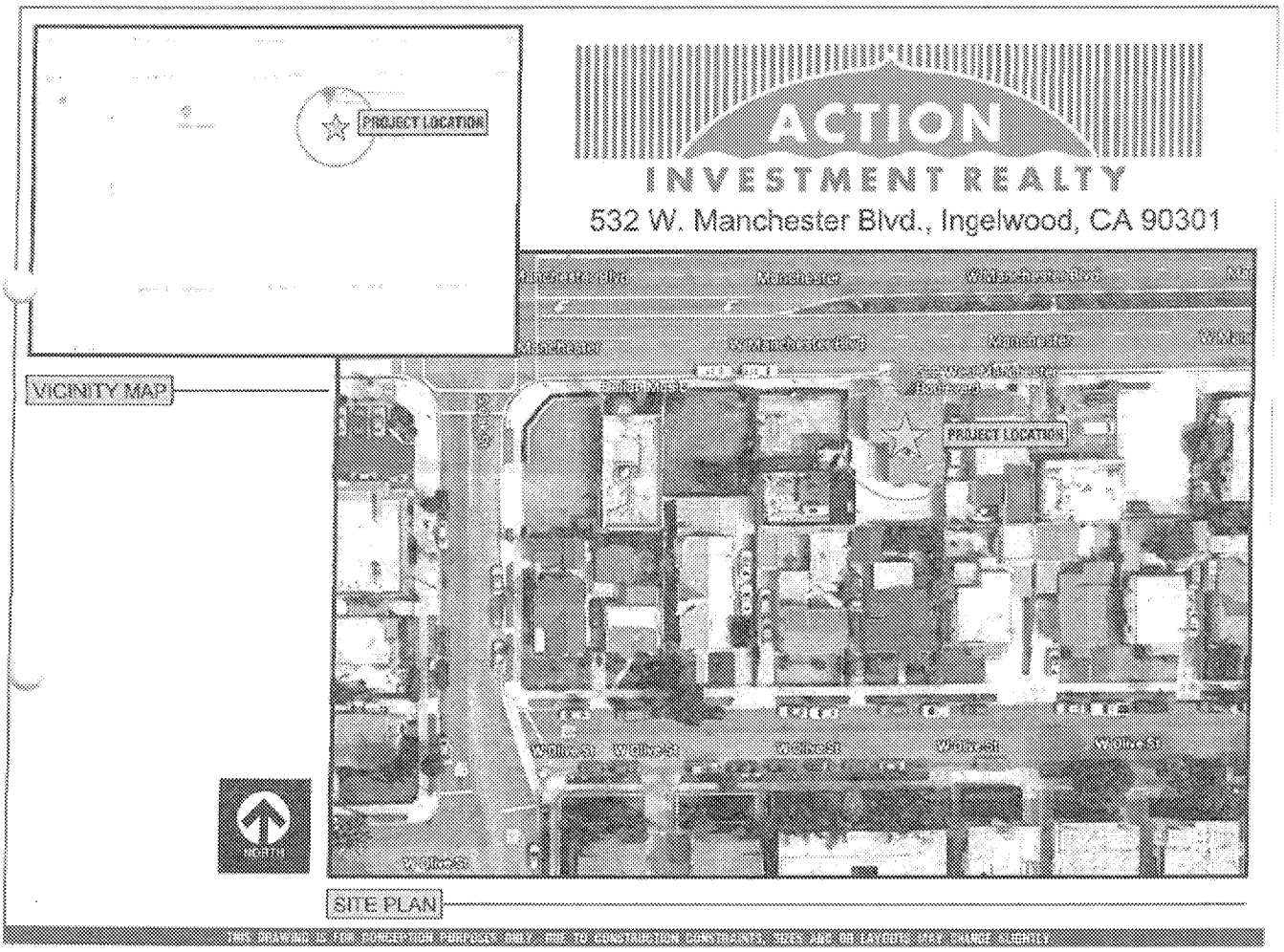
Prepared by	**Reviewed by**	**Submitted by**
Bernard McCrumby Planner	Eddy Ikemefuna Senior Planner	Mindy Wilcox, AICP Planning Manager

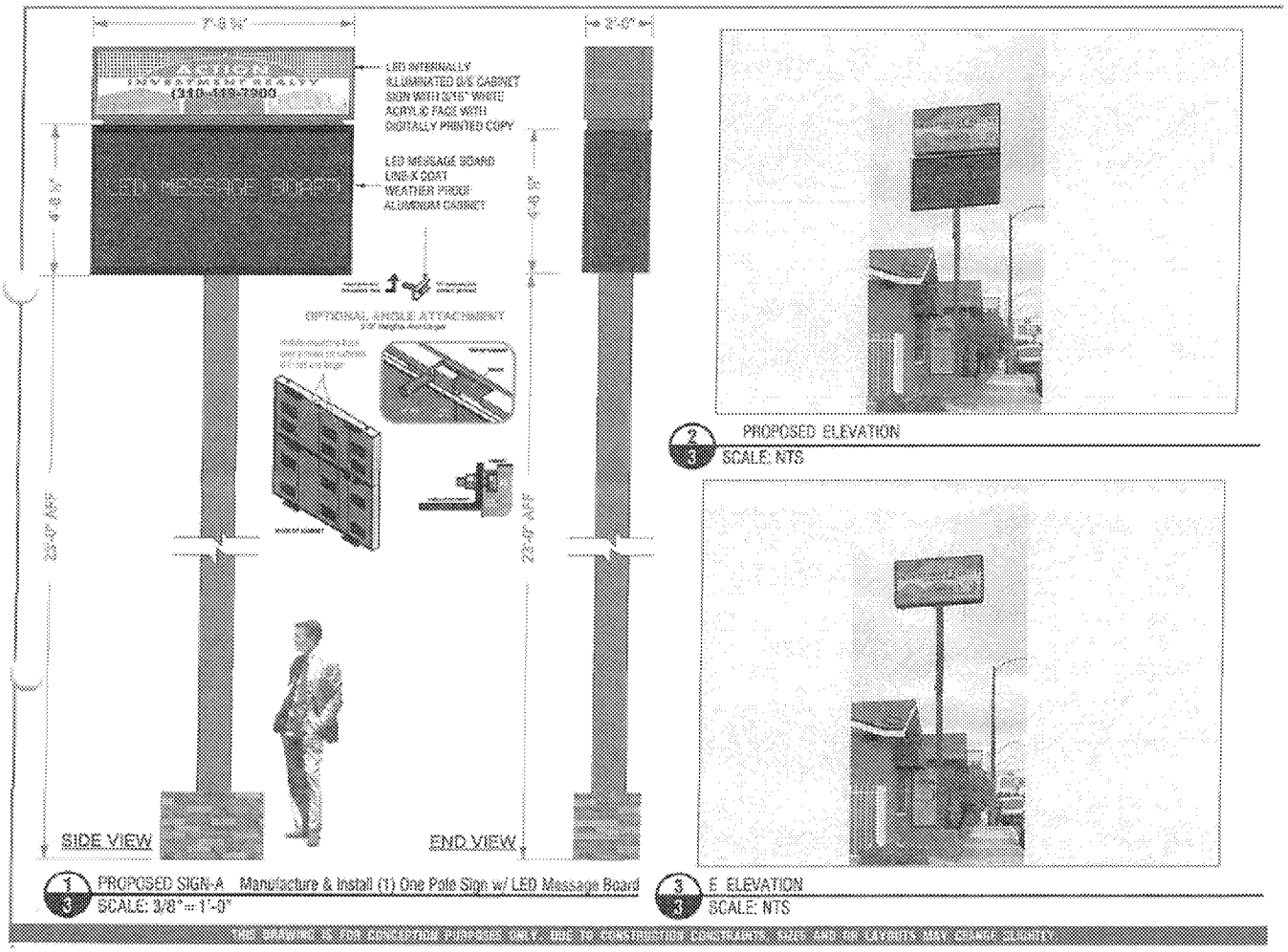
Attachments
Attachment 1 – Reduced Plans
Attachment 2 – Aerial photo
Attachment 3 – Notice of Intent
Attachment 4 – Notice of Exemption
Attachment 5 – Appeal Letter
Attachment 6 – Draft Resolution

SA-2019-009

Reduced Plans

Attachment No. 1


PROJECT LOCATION
ACTION
INVESTMENT REALTY
532 W. Manchester Blvd., Ingelwood, CA 90301
VICINITY MAP
PROJECT LOCATION
NORTH
SITE PLAN



1/3 PROPOSED SIGN-A Manufacture & Install (1) One Pole Sign w/ LED Message Board
SCALE: 3/8" = 1'-0"

2/3 PROPOSED ELEVATION
SCALE: NTS

3/3 E ELEVATION
SCALE: NTS

SA-2019-009

Aerial of Site

Attachment No. 2

SA-2018-008


W Olive St
W Olive St
Delfan Music
532 West Manchester Boulevard
Manchester
W Manchester Blvd
Manchester
W Manchester Blvd
Millennium Skin Care
Cloud Nine Inn
LAX Airport
Goldbealer.com
Google

SA-2019-009
Notice of Intent
Attachment No. 3

CITY OF INGLEWOOD

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

Planning Division

Inglewood All-America City 2009

Christopher E. Jackson, Sr.
Director

Mindy Wilcox, AICP
Planning Manager

January 9, 2020

NOTICE OF INTENTION TO DENY SIGN ADJUSTMENT NO. 2019-009 (SA-2019-009) for 532 WEST MANCHESTER BOULEVARD, INGLEWOOD, CA

Dear Property Owners:

Notice is hereby given that Cole Feyijimi, representing Action Investment Realty, has requested an adjustment from the zoning rules and regulations per Article 26.1 of the Inglewood Municipal Code (IMC) for C-2A (Airport Commercial) zoned property located at 532 West Manchester Boulevard, and legally described as The North 74 feet of Lot 2 (AIN 4018-014-004).

On November 20, 2019, an administrative public hearing was conducted in the Planning Conference Room, Fourth Floor, City Hall, beginning at the hour of 9:30 a.m. Notice of the time and place of the hearing were given as required by law and all interested persons had the opportunity to be heard and submit testimony or evidence for or against the environmental determination and granting of the sign adjustment. The applicant was in attendance at the meeting and no other members of the public. The applicant submitted a letter of justification at the hearing. No other written statements were submitted.

The applicant has requested approval of a sign adjustment per Section 12-98.1 of the IMC to install an approximately 35 square-foot bi-faced LED sign on a C-2A (Airport Commercial) zoned property for the display of on-site advertising of services provided, social media platforms and examples of the types of properties they offer for sale only. Based upon information supplied by the applicant, and information gained by the investigation of the request, the City of Inglewood now finds as follows:

1. **That there are no special circumstances pertaining to the property or the use thereon to allow an approximately 35 square-foot bi-faced LED sign.** All properties have an opportunity to provide signage as set forth in Section 12-76 of the IMC. The subject property and use does not have a special circumstance that is different than any other surrounding property or business.

2. **That the applicant will not be unreasonably deprived of the proper use or enjoyment of the property by not allowing the 35 square-foot bi-faced LED sign.** The applicant has available to them standards set forth in Section 12-76 of the IMC for wall and pole signage. These standards ensure that businesses provide visually appealing signage and are uniformly applied throughout the City. The denial of a sign adjustment for this request does not unreasonably

deprive the applicant of the use or enjoyment of the property.

3. **That an adjustment to allow a 35 square-foot bi-faced LED sign will be detrimental to the neighborhood in which the property is located.** The approval of the sign adjustment to allow the installation of the approximately 35 square-foot internally-illuminated LED signs will be detrimental to the business neighborhood in that allowing the electronic signs will establish a precedent that cannot be uniformly applied throughout the City.

4. **That the approval of a sign adjustment to allow a 35 square-foot bi-faced LED sign is not consistent with the legislative intent of the zoning and development standards of Chapter 12 of the IMC that pertain to the subject property.** Although the IMC permits minor modifications to the sign regulations, the modification must meet the required findings. As findings 1-3 above cannot be met, this adjustment is not consistent with the legislative intent of the General Plan and the Zoning Code.

The request for Sign Adjustment No. 2019-009 (SA-2019-009) to allow an

approximately 35 square-foot bi-faced internally-illuminated LED signs on a C-2A (Airport Commercial) zoned property at 532 Manchester Boulevard is denied.

As provided in the Inglewood Municipal Code, a 10-working day appeal period commencing with the date of this letter is allowed to permit the filing of a written appeal by any interested person to the Planning Division. The written appeal must be accompanied by an appeal fee of $370.00 (three hundred seventy dollars). If an appeal is received, the entire matter will be transmitted to the Planning Commission for their consideration.

If no appeal is filed, the decision of the Planning Manager becomes final at the end of the 10-working day appeal period. The last day to file an appeal is January 27, 2020. If you have any questions please contact Bernard McCrumby, Planner, at (310) 412-5230 or via email at bmccrumby@cityofinglewood.org.

DATED IN INGLEWOOD, CALIFORNIA THIS 9th DAY OF JANUARY 2020.

Sincerely,

Mindy Wilcox, AICP
Planning Manager

If you challenge this sign adjustment (SA-2019-009) in court, you may be limited to raising only those issues you or someone else raised at an administrative public hearing

described in this notice, or in written correspondence delivered to the Planning Division at, or prior to, the public hearing (if held).

If you are no longer the owner of the subject property, please forward this notice for SA-2019-009 to the new property owner.

"Si no entiende esta noticia o si necesita mas informacion, favor de llamar a este numero (310) 412-5230."

SA-2019-009
Notice of Exemption
Attachment No. 4

CITY OF INGLEWOOD

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

Planning Division

Inglewood 2009

Christopher B. Jackson, Sr.
Director

Mindy Wilcox, AICP
Planning Manager

NOTICE OF EXEMPTION

Prepared in accordance with California Environmental Quality Act (CEQA) Section No. 15300, and the Inglewood Municipal Code, the following Notice of Exemption is made.

Project Title:	Sign Adjustment No. 2019-009
CEQA Case No.:	EA-CE-2019-122
Location:	532 West Manchester Boulevard
Zoning:	General Commercial (C-2)
Project Sponsor:	Cole Feyijimi
Address:	532 W. Manchester
Agency Contact:	Bernard McCrumby, Planner
Telephone:	(310) 412-5230

Project Description:
Sign Adjustment to allow an approximately 35 square-foot bi-faced LED sign on a 3,500 square-foot property.

Exempt Status:
Class 11: Accessory Structures – Section 15311 (a)

Reasons for Exemption:
CEQA exempts construction, or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities, including but not limited to on premise signs.

Signature: E. Ikemefuna
Eddy Ikemefuna
Title: Senior Planner
Date: November 7, 2019

SA-2019-009

Appeal Letter

Attachment No. 5

City of Inglewood, Planning Department. Sign Approval request

Project: 532 W. Manchester Blvd. I will like to Appeal SA 2019-009 dated 1/27/2020.

My name is Cole Feyijimi, a Real Estate Broker and owner of Action Investment Realty. I have been in real estate since 1985.

I moved my business to the city of Inglewood in 1989 and I have called Inglewood as my home since. In 2000 I moved to my current location from La Cienega / Centinela Ave. My office is not affiliated with any Franchise company. I am a small business minority-owned. I have seen constant changes in our business and community. I have complied with the city requirements regarding this LED sign and still open to your suggestions for this approval.

In 2003 when my current sign was approved, no one anticipated today's digital technology of Led sign. My current sign is outdated and ineffective. It's very hard for anyone to locate my office and the my current sign is not efficient for outdoor advertising. Often some of our clients want to drive by business locations before doing business in real estate. I have painted my office address on both sides of the building in white or Blue color for visibility and is still hard. Without this led sign is very difficult for my business.

Outdoor signage that is up to date with today's technology is more than essential for my business in today's economy.

It is extremely difficult to compete, needlessly to survive without constant advertising on TV and all other media outlets. I don't have the funds. I am a small business owner, It's been a struggle since last year to keep my door open for business and it will be more difficult this year without this Led sign.

I am asking you to please give me that opportunity to continuing doing my business, approve my Led sign. I don't have any intention to use my Led sign for off-sites vendors advertisement whatsoever.

3

These are my intend to display ads on the LED sign

ACTION
INVESTMENT REALTY

532 W. Manchester Blvd.

Display Ads on LED Sign:

(1) All of our media addresses such as Website, Facebook and Instagram display.
(2) Action Investment Realty Logo
(3) Site Messages.
(4) Our Phone number, and Email Address
(5) Contact information

Thank you.

Action Investment Realty.

SA-2019-009
Draft Resolution
Attachment No. 6

RESOLUTION NO. _____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF INGLEWOOD, CALIFORNIA, UPHOLDING THE DENIAL OF A CERTAIN SIGN ADJUSTMENT REQUEST TO LEGALIZE A PREVIOUSLY INSTALLED APPROXIMATELY 35 SQUARE-FOOT INTERNALLY-ILLUMINATED BI-FACED LED SIGN FOR THE DISPLAY OF ON-SITE ADVERTISING ONLY ON APPROXIMATELY 3,700 SQUARE-FOOT C-2A (AIRPORT COMMERICAL) ZONED PROPERTY AT 532 WEST MANCHESTER BOULEVARD.

(Case No. SA-2019-009)

WHEREAS, on the 9th day of September 2019, Cole Feyijimi, filed an application for a Sign Adjustment to legalize a previously installed approximately 35 square-foot internally-illuminated bi-faced led sign for the display of on-site advertising only on approximately 3,700 square-foot C-2A (Airport Commercial) zoned property at 532 West Manchester Boulevard, legally described as:

The north 84 feet of Lot 2 of Tract No. 626

and,

WHEREAS, on November 20, 2019 an Administrative Public Hearing was held and;

WHEREAS, on January 9, 2020, the Director of the Economic and Community Development Department of the City of Inglewood, California denied SA-2019-009 and;

WHEREAS, on January 27, 2020, an appeal of the Director's denial of SA-2019-009 was submitted to the Planning Division, who then scheduled a public hearing for April 13, 2020; and,

WHEREAS, notice of time and place of the hearing was given in the, form and manner required by law; and,

WHEREAS, on April 13, 2020, the Planning Commission conducted the

public hearing to consider the appeal of the denial of SA-2019-009 at the given time and place, in a form and manner required by law, and afforded all persons interested in the matter of the Sign Adjustment appeal, or in any matter or subject related thereto, an opportunity to appear before the Planning Commission and be heard and to submit any testimony or evidence in favor of or against the Sign Adjustment appeal; and,

WHEREAS, the Planning Commission has carefully considered all testimony and evidence presented at the hearing; and,

WHEREAS, following public testimony and at the conclusion of deliberations, the Planning Commission voted to uphold the denial of SA-2019-009 by the Director based on the following findings:

1. That there are no special circumstances pertaining to the property or the use thereon to allow an approximately 35 square-foot bi-faced LED sign. All properties have an opportunity to provide signage as set forth in Section 12-76 of the IMC. The proposed LED signage is prohibited per Section 12-75 (A) of the IMC. The subject property and use do not have a special circumstance that is different than any other surrounding properties and businesses.
2. That the applicant will not be unreasonably deprived of the proper use or enjoyment of the property. The applicant has available to them standards set forth in Section 12-76 of the IMC for wall and pole signage. These standards ensure that businesses provide visually appealing signage and are uniformly applied throughout the City. The denial of a sign adjustment for this request does not unreasonably deprive the applicant of the use or enjoyment of the property.
3. That the adjustment will be detrimental to the neighborhood in which the property is located. The approval of the sign adjustment to

EXHIBIT 6

Photos Taken April 14, 2020

The Billboard Project Sign Construction on S. Prairie St.


Let's Have A
Cart Party"


JESUS


NO
STOPPIN
ANY
TIME
LANE
CLOSED


AUTO
TRAN
LIGHTS

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 39

DISPOSITION AND DEVELOPMENT AGREEMENT

by and between

THE CITY OF INGLEWOOD,

City,

and

MURPHY'S BOWL LLC,

Developer.

TABLE OF CONTENTS

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into by and between the CITY OF INGLEWOOD, a municipal corporation (the "**City**") and MURPHY'S BOWL LLC, a Delaware limited liability company (the "**Developer**"). This Agreement is dated as of the date the City executes this Agreement (the "**Effective Date**"). The City and Developer agree as follows:

RECITALS

[Recitals to be further developed and made consistent across documents]

[LISTNUM OutlineDefault\l 2] The City, the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency, a public body, corporate and politic (the "**Successor Agency**"), and the Inglewood Parking Authority, a public body, corporate and politic (the "**Authority**") are parties to that certain Amended and Restated Exclusive Negotiation Agreement dated as of August 15, 2017 (the "**ENA**") with respect to the proposed disposition and development of certain real property described in the ENA.[LISTNUM OutlineDefault\l 2]

The subject matter of this Agreement are those certain real properties referred to in this Agreement collectively as the "**Project Site**" and generally depicted on the "**Depiction of the Overall Site**" attached hereto as **Attachment No. 1**. The "**Project Site**" is comprised of the "**Arena Site**" as generally depicted on the "**Depiction of the Arena Site**" attached hereto as **Attachment No. 1A-1**, the "**West Parking Garage Site**" as generally depicted on the "**Depiction of the West Parking Garage Site**" attached hereto as **Attachment No. 1A-2**, the "**East Transportation Site**" as generally depicted on the "**Depiction of the East Transportation Site**" attached hereto as **Attachment No. 1A-3**, and the "**Hotel Site**" as generally depicted on the "**Depiction of the Hotel Site**" attached hereto as **Attachment No. 1A-4**.

[LISTNUM OutlineDefault\l 2] The City owns certain real properties within the Project Site which are referred to collectively as the "**City Parcels**" and more particularly identified and legally described in the "**City Parcels Legal Description**" attached hereto as **Attachment No. 1B**. Certain right-of-way areas within the Project Site are owned by the City and various individual owners (the "**Private Owners**") which are referred to collectively as the "**Right-Of-Way Areas**" and more particularly identified and legally described in the "**Right-Of-Way Areas Legal Description**" attached hereto as **Attachment No. 1B-1**. Certain airspace parcels within the Project Site are owned by the City and Private Owners which are referred to collectively as the "**Potential Pedestrian Bridge Airspace**" and more particularly identified and legally described in the "**Potential Pedestrian Bridge Airspace Legal Description**" attached hereto as **Attachment No. 1B-2**.

[LISTNUM OutlineDefault\l 2] Private Owners own certain real properties within the Arena Site which are referred to collectively as the "**Potentially Participating Parcels**" and more particularly identified and legally described in the "**Potentially Participating Parcels**

Legal Description" attached hereto as **Attachment No. 1C**. In this Agreement, the term "Potentially Participating Parcels" also includes any leasehold or other possessory interest or right of acquisition of a Private Owner that hereafter is found to exist in a City Parcel by a governmental authority with jurisdiction. Developer has, prior to the Effective Date, made good faith efforts to directly acquire each of the Potentially Participating Parcels. None of the Potentially Participating Parcels contain churches or occupied residences.

[LISTNUM OutlineDefault\l 2] The City has long pursued comprehensive plan of economic redevelopment of the City Parcels, which have remained undeveloped for [_25?_] years. In furtherance of its redevelopment efforts, the City has entered into [_x?_] negotiations throughout such period, but such redevelopment efforts have never come to fruition, other than a portion of the City Parcels being underutilized as a private parking lot from 2013-2017. The City has continuously invested in the beautification of and redevelopment along Century Boulevard as a major arterial through Inglewood. The City desires to continue those efforts by providing for the redevelopment of the Project Site, as a key part of a cohesive plan of economic development and in a manner that generates jobs and brings businesses and facilities to Inglewood that will grow the City's General Fund in order to support and deliver better services to its residents. ***[Expand and conform to fiscal impact analysis, staff report, etc.]***

[LISTNUM OutlineDefault\l 2] The Project Site has significant use constraints, as it lies directly under the Los Angeles International Airport flight path and is materially affected by aircraft noise, and the City, the U.S. Federal Aviation Administration and the Los Angeles World Airports each have policies discouraging residential or other incompatible uses on the Project Site, requires the remediation of certain hazardous materials in connection with such redevelopment, and must be compatible with other commercial uses along the frontage of Century Boulevard.

[LISTNUM OutlineDefault\l 2] ***[Add Recital re: Successor Agency transfer, LRPMP, Compensation Agreements, FAA/LAWA grants, etc.]***

[LISTNUM OutlineDefault\l 2] The Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site are each proposed to be conveyed to and developed by Developer (other than the Hotel Site, which is anticipated to be developed by a third party) subject to and in accordance with the terms and conditions of this Agreement (such development is collectively referred to as the "**Project**"), including as described in the Scope of Development and the Basic Site Plan Drawings. ***[The following descriptions of the Project to be revised and made consistent across all documents]***

[LISTNUM OutlineDefault\l 2] The Arena Site is proposed to be used for 18,000-fixed-seat arena suitable for National Basketball Association ("**NBA**") games, with up to 500 additional temporary seats for other sports or entertainment events, comprised of approximately 915,000 sf of space including the main performance and seating bowl, restaurant food service and retail space, and concourse areas. The Arena Site would include an integrated approximately 85,000 sf team practice and training facility, an approximately 25,000 sf sports medicine clinic, and approximately 71,000 sf of space that would accommodate the Los Angeles (LA) Clippers

team offices and other philanthropic activities. Also on the Arena Site would be a 650-space parking garage for premium ticket holders, VIPs, and certain team personnel.

[LISTNUM OutlineDefault\l 2] The West Parking Garage Site is proposed to be used for a six-story, 3,110-space parking garage with entrances and exits on West Century Boulevard and South Prairie Avenue, including a new publicly accessible access road that would connect West 101st Street and West Century Boulevard on the western property boundary of the West Parking Garage Site.

[LISTNUM OutlineDefault\l 2] The East Transportation Site is proposed to be used for a three-story structure on the south side of West Century Boulevard, east of the Arena Site. The first level of this structure would serve as a transportation hub, with bus staging for coach/buses, mini buses, and car spaces for Transportation Network Company (TNC) drop-off/pick-up and queuing. The second and third levels of the structure would provide 365 parking spaces for arena and retail visitors and employees.

[LISTNUM OutlineDefault\l 2] The Hotel Site is proposed to be used for an up to 150-room limited service hotel and associated parking.

[LISTNUM OutlineDefault\l 2] The Project seeks no public funding, with Developer incurring all costs of site assembly, development and construction. ***[Add reference to other costs incurred by Developer, litigation costs, FEIR, City reimbursements, etc.]*** Completion of the Project will solidify Inglewood's position as a major destination in California by extending the Los Angeles Stadium Entertainment District to the south with a powerful and complementary NBA arena. The combined event days in the district will make for a much more sustainable base for local businesses and employment opportunities. ***[Review and revise as required]*** In addition to the significant public benefits included in the Development Agreement (as described below), the Project will materially increase property tax, ticket tax and sales tax revenues to the City, as well as create highly skilled jobs that pay prevailing wages and living wages and will employ a skilled and trained workforce.

[LISTNUM OutlineDefault\l 2] The Project will incorporate environmental sustainability objectives, including achieving LEED Gold certification, a "net zero" greenhouse gas emission standard for development of the Project, and taking other measures to benefit the environment, improve energy efficiency, and enhance the health and well-being of building occupants and users. ***[Review and revise as required, add reference to AB987/Design Guidelines]***

[LISTNUM OutlineDefault\l 2] On _____ __, ____, at a duly noticed public hearing, the City Council of the City of Inglewood, serving as the lead agency for purposes of the California Environmental Quality Act of 1970, as amended from time to time (California Public Resources Code, Section 2100 *et seq.*, hereinafter referred to as "**CEQA**"), reviewed and considered the Inglewood Basketball and Entertainment Center Environmental Impact Report for the Project (the "**FEIR**") and the Planning Commission's recommendations related thereto. Thereafter, the City Council certified the FEIR as adequate and complete and made findings in connection therewith pursuant to Resolution No. _____. The FEIR required mitigation

measures as part of a mitigation monitoring and reporting plan (the "**MMRP**"), which was adopted by the City Council under Resolution No. _____. The FEIR has served as the environmental documentation for the City's consideration and approval of this Agreement and the transactions contemplated by this Agreement.

[LISTNUM OutlineDefault\l 2] City and Developer intend to enter into a certain development agreement relating to the Project Site (the "**Development Agreement**") which establishes certain development rights in the Site for the benefit of Developer and provides for certain vested rights. The Development Agreement also provides for substantial public benefits beyond the public benefits which could be expected from the Project in absence of the Development Agreement, including, but not limited to those described in Exhibit C to the Development Agreement. ***[Conform to DA]***

[LISTNUM OutlineDefault\l 2] The City has adopted certain conforming General Plan amendments, the Overlay District, a Development Agreement and Design Guidelines, and other documents to implement the Project which, together with approval of other on-site improvements contemplated thereby, as they may later be further refined, amended, enhanced, or modified, are more particularly defined in the Development Agreement, constitute the "**Project Approvals**".

[LISTNUM OutlineDefault\l 2] ***[Additional Recitals to be added as necessary]***

[LISTNUM OutlineDefault\l 2] The City and Developer now wish to enter into this Agreement for the disposition of the Project Site to Developer for the development of the Project, subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the City and Developer agree as follows:

I. [§ 100] SUBJECT OF AGREEMENT

A. [§ 101] Purpose of this Agreement

The purpose of this Agreement is to provide for a comprehensive program of economic development for the Project Site through the sale of the City Parcels to Developer, along with the transfer of the Potentially Participating Parcels within the Arena Site (subject to and in accordance with the provisions of Section 202, *et seq.*), to provide for the development of the Project Site by Developer. Developer intends to construct certain improvements in connection with the Project (the "**Improvements**") on the Project Site, as well as certain improvements off the Project Site (the "**Public Infrastructure**"). The sale and development of the Project Site pursuant to this Agreement, and the fulfillment generally of this Agreement are in the vital and best interest of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable Federal, State, and local laws and requirements.

B. [§ 102] Project Site

As described in Recital B above, the Project Site is comprised of the Arena Site (which includes the Potentially Participating Parcels), the West Parking Garage Site, the East Transportation Site and the Hotel Site. The entire Project Site is located within the City of Inglewood. It is expressly understood and agreed by the parties hereto that as of the Effective Date, the City does not hold legal or equitable title to the Potentially Participating Parcels described on **Attachment No. 1B**, which are a portion of the Arena Site. Subject to the provisions of Section 202, *et seq.*, the City shall attempt to acquire fee simple absolute title to and all possessory rights, including but not limited to any leasehold or possessory interest or right of acquisition (purchase option), in the Potentially Participating Parcels by negotiated purchase, or in its sole and absolute discretion, elect to acquire such parcels by exercise of its power of eminent domain, recognizing that all of the Potentially Participating Parcels are within the Arena Site and the none of the Potentially Participating Parcels contain churches or occupied residences.

C. [§ 103] Parties to this Agreement

1. [§ 104] City

The City is a municipal corporation, organized and existing pursuant to the Constitution and laws of the State of California.

2. [§ 105] Developer

Developer is MURPHY'S BOWL LLC, a Delaware limited liability company. Wherever the term "Developer" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

D. [§ 106] Prohibition Against Transfer and Change in Control of Developer

Developer represents and agrees that its acquisition of the Project Site and its other undertakings pursuant to this Agreement are for the purpose of development of the Project Site and not for speculation in land holding.

The qualifications and identities of Developer and its owners are of particular concern to the City. It is because of those unique qualifications and identities that the City will enter into this Agreement with Developer and impose certain restrictions on any Transfer or Change of Control of Developer until the City issues a Release of Construction Covenants as to each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site. Accordingly, no voluntary or involuntary successor in interest to Developer shall acquire any rights or powers in the Project Site or under this Agreement except as expressly set forth herein.

Prior to the issuance of a Release of Construction Covenants, Developer shall not Transfer the Arena Site, the West Parking Garage Site, the East Transportation Site, the Hotel Site (subject to the provisions of Section 322), or any portion thereof, or any interest therein, or

assign all or any part of this Agreement, to a third party (a "**Transferee**") without the prior written approval of the City, which such approval shall be given within five (5) business days if, in the reasonable determination of the City, the proposed Transferee has the qualifications of a developer (including experience, character and financial capability) necessary to develop that portion of the Project Site which is proposed to be Transferred. However, notwithstanding the foregoing, the City's consent shall not be required for any assignment of this Agreement (a) where Developer, or an Affiliate of Developer, is the controlling shareholder, general partner or managing member owning at least a fifty-one percent (51%) share or interest in the proposed Transferee or (b) to any Person who is a successor to LA Clippers LLC, a Delaware limited liability company ("**LA Clippers LLC**") by merger, consolidation or the purchase of all or substantially all of LA Clippers LLC's assets or equity interests. Notwithstanding anything to the contrary in this Agreement, in the event of the death or incapacity of any individual who directly or indirectly controls Developer prior to the recordation of the last Release of Construction Covenants pertaining to the Project Site, all times for performance by Developer hereunder, including the times for Developer's performance set forth in the Schedule of Performance, may be extended at the sole discretion of Developer upon notice to the City for a period of up to two (2) years.

For purposes of this Agreement, (i) "**Transfer**" shall mean any sale, transfer, assignment, conveyance, gift, hypothecation, or the like of the Project Site or Developer or any portion thereof or any interest therein or of this Agreement; notwithstanding the foregoing, from and after the conveyance of the Project Site to Developer, "**Transfer**" shall expressly exclude: (a) grants of leases, licenses or other occupancy rights for buildings or other improvements which will be part of the Project; (b) grants of easements or other similar rights granted in connection with the development or operation of the Project or Project Site; (c) the placement of mortgages or deeds of trust on the Project Site; (d) the exercise of any remedies of any lender holding a mortgage or deed of trust on the Project Site; or (e) the removal of a general partner or managing member by the exercise of remedies under any form of operating or partnership agreement, (ii) "**Affiliate**" shall mean, as to any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company or other legal entity or organization (each, a "**Person**"), any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person, (iii) "**control**" shall mean, directly or indirectly, and either individually or in concert with any Immediate Family Members, (a) the ownership of more than fifty percent (50%) of the voting securities or other voting interests of any Person, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise, and (iv) "**Immediate Family Members**" shall mean, and be limited to, with respect to any individual, (a) such natural person's then-current spouse, children, grandchildren and other lineal descendants of such natural person, (b) any trust or estate of which the primary beneficiaries include such natural person and/or one or more of the persons described in the foregoing clause (iv)(a), or (c) any corporation, partnership, limited liability company or other entity that is 100% owned by one or more of the Persons described in the foregoing clauses (iv)(a) and (iv)(b).

If, in violation of this Agreement, Developer (i) Transfers this Agreement or any of the rights herein or (ii) Transfers the Arena Site, the West Parking Garage Site, the East Transportation Site, the Hotel Site, any portion thereof or any interest therein, prior to the issuance of the Release of Construction Covenants for such Transferred portion of the Project Site, the City shall be entitled to the Excess Purchase Price resulting from such Transfer. The "**Excess Purchase Price**" shall be the amount that the consideration paid to Developer for such property transferred exceeds (a) the amount of the Purchase Price and/or Acquisition Costs paid by Developer for such property transferred and (b) the cost of the Improvements developed thereon (and any related Public Infrastructure), including applicable carrying charges and all costs related thereto. If Developer is required to pay an Excess Purchase Price to the City and such Excess Purchase Price has not been paid to the City within ten (10) business days following such transfer, the City shall have a lien on the Project Site for the entire amount of the Excess Purchase Price. Any such lien shall be subordinate and subject to mortgages, deeds of trust or other security instruments executed for the sole purpose of obtaining funds to acquire the Site and/or construct the Improvements and Public Infrastructure as authorized herein.

Except for Transfers duly executed and deemed approved by the City as provided above, Developer covenants and agrees that prior to issuance by the City of the last Release of Construction Covenants pertaining to the Project Site there shall be no Change in Control of Developer by any method or means (except as the result of death or incapacity), without the prior written approval of the City, provided, however, such approval shall be given within five (5) business days if, in the reasonable determination of the City, the Developer after the Change in Control will have the qualifications of a developer (including experience, character and financial capability) necessary to develop the Arena Site, the West Parking Garage Site, the East Transportation Site, or the Hotel Site, as applicable.

Developer shall promptly notify the City of any proposed Change in Control. This Agreement may be terminated by the City if there is any Change in Control (voluntary or involuntary, except as the result of death or incapacity) of Developer in violation of this Agreement prior to the issuance of the last Release of Construction Covenants pertaining to the Project Site .

For purposes of this Agreement, "**Change in Control**" shall mean the issuance or Transfer of ownership interests in Developer, when, as a result of such issuance or Transfer, either (i) one or more Persons other than Steven A. Ballmer, Connie E. Ballmer, any of their children, grandchildren or other lineal descendants, or any Affiliates of any of the foregoing individuals becomes the direct or indirect owner of more than a controlling ownership interest in Developer, or (ii) Steven A. Ballmer, Connie E. Ballmer, any of their children, grandchildren or other lineal descendants, or any Affiliates of any of the foregoing individuals no longer holds a controlling ownership interest in Developer.

Any permitted or approved Transfer shall relieve Developer from any obligations under this Agreement arising from and after such Transfer, and City shall acknowledge in writing the foregoing release.

Consistent with the provisions of Section 320, the restrictions of this Section 106 shall terminate upon issuance by the City of a Release of Construction Covenants as to the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable.

This Agreement shall not be assigned by the City without the prior written consent of Developer. The City shall not voluntarily transfer, lease, license and/or encumber any portion of the Project Site during the term of this Agreement to any Person.

E. [§ 107] City Representations

The City represents, warrants and covenants to Developer as follows:

(i) The City is a municipal corporation operating in accordance with the laws of the State of California and is authorized and qualified to own the City Parcels. Further, the City (x) has complete and full authority to execute this Agreement and to agree to convey to Developer good and marketable fee simple title to the City Parcels as and when required under the terms and conditions of this Agreement, (y) will execute and deliver such other documents, instruments, agreements, including (but not limited to) affidavits and certificates, as are necessary to effectuate the transaction contemplated by this Agreement, and (z) will take all such additional action reasonably necessary or appropriate to effect and facilitate the transaction contemplated by this Agreement. The City further represents and warrants that the persons signing this Agreement on behalf of the City are duly qualified and appointed representatives of the City and have all requisite power and authority on behalf of the City to cause the City to enter into this Agreement as a valid, binding and enforceable obligation of the City.

(ii) The City has not received any notice of, and has no knowledge of, any pending or threatened taking or condemnation of the City Parcels or any portion thereof.

(iii) Upon the date scheduled for conveyance to Developer in the Schedule of Performance, the Project Site will be, free of any leasehold interest, right of possession or right of acquisition or claim of right of possession or right of acquisition of any party other than the City, and all mortgages, encumbrances, liens (whether statutory or otherwise), security interests or other security devices or arrangements of any kind or nature whatsoever. The City will not sell, encumber, convey, assign, pledge, lease or contract to sell, convey, assign, pledge, encumber or lease all or any part of the City Parcels (or the Potentially Participating Parcels, if and when acquired by the City) after the Effective Date and prior to the date of conveyance to Developer.

(iv) Neither the entry into this Agreement nor consummation of the transactions contemplated hereby will constitute or result in a violation or breach by the City of any judgment, order, writ, injunction or decree issued against or imposed upon it, or any agreement or other instrument to which the City is a party or by which the City or any of its respective properties are bound, or will result in a violation of any applicable law, order, rule or regulation of any governmental authority.

F. [§ 108] Developer Representations

Developer represents, warrants and covenants to the City as follows:

(i) Developer is a limited liability company, duly organized and in existence in accordance with the laws of the State of Delaware, and is in good standing under the laws of the State of California, and is authorized and qualified to own and develop the Project Site in accordance with this Agreement. Further, Developer (x) has complete and full authority to execute this Agreement and to accept conveyance from the City and develop the Project Site in accordance with the terms and conditions of this Agreement, (y) will execute and deliver such other documents, instruments, agreements, including (but not limited to) affidavits and certificates, as are necessary to effectuate the transaction contemplated by this Agreement, and (z) will take all such additional action reasonably necessary or appropriate to effect and facilitate the transaction contemplated by this Agreement. Developer further represents and warrants that the person signing this Agreement on behalf of the Developer is a duly qualified and appointed representative of Developer and has all requisite power and authority on behalf of Developer to cause Developer to enter into this Agreement as a valid, binding and enforceable obligation of Developer.

(ii) Neither the entry into this Agreement nor consummation of the transactions contemplated hereby will constitute or result in a violation or breach by Developer of any judgment, order, writ, injunction or decree issued against or imposed upon it, or any agreement or other instrument to which Developer is a party or by which Developer or any of its respective properties are bound.

(iii) Developer does not have any contingent obligations or any contractual agreements which could materially adversely affect the ability of Developer to carry out its obligations hereunder.

(iv) To the best of Developer's knowledge, no attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, receivership or other similar proceedings are pending or threatened against Developer, nor are any of such proceedings contemplated by Developer.

G. [§ 109] Special Limited Obligations

Any obligation of the City hereunder shall be a special limited obligation, which is not and shall not be a pledge of or an obligation payable through the City's general fund, and any recovery against the City in connection with this Agreement or the transactions contemplated by this Agreement shall be being limited to the City's interest in the City Parcels and the proceeds therefrom. Accordingly, nothing in this Agreement shall require or be deemed to require the City to expend or commit to expend monies from its general fund to satisfy any of the obligations set forth in this Agreement, subject to the City's obligation to expend monies provided the Developer for the specific purposes hereunder and under such other agreements with the City (*e.g.*, the Acquisition Deposit).

H. [§ 110] Attachments Incorporated

All attachments to this Agreement, or agreements entered into by the City and Developer substantially in the form of such attachments, as now existing and as the same may from time to time be modified by agreement of the City Manager and Developer, are incorporated herein by this reference.

II. [§ 200] DISPOSITION OF THE PROJECT SITE

A. [§ 201] Sale and Purchase of City Parcels

In accordance with and subject to all the terms, covenants, and conditions of this Agreement, the City agrees to sell to Developer and Developer agrees to purchase the City Parcels. Developer shall pay to the City as the purchase price for the City Parcels a Purchase Price of [_____ ($___,000)] (the "**Purchase Price**"). The sale of the City Parcels shall be subject to satisfaction of all conditions precedent as set forth in this Agreement and shall be within the applicable time frame set forth in the "**Schedule of Performance**", attached hereto as **Attachment No. 3**.

The City has determined that the Purchase Price is equal to the appraised fair market value of the City Parcels [(as defined in California Code of Civil Procedure Section 1263.320)] pursuant to an independent third party appraisal, without taking into account the cost of any remediation of Hazardous Materials, and does not include the significant economic and other public benefits that will result from the completion of the Project. If the Closing Date occurs more than one (1) year following the Effective Date but less than two (2) years following the Effective Date, then the Purchase Price shall be increased to [_____ ($___,000)] ***[103% of existing Purchase Price]***. If the Closing Date occurs two (2) years or more following the Effective Date, the City and Developer shall agree upon the appraisal instructions for an updated appraisal, each select a suitably qualified independent appraiser, such two appraisers shall select a third suitably qualified independent appraiser, and the Purchase Price shall be the average of the three appraisals submitted by such appraisers, which determination shall be made not less than sixty (60) days prior to the Closing Date. ***[Appraised value of the Existing Well Site to be discounted by Developer's actual cost of demolition and relocation to the New Well Site- address in same manner as remediation costs?]***

Notwithstanding the foregoing, the Purchase Price shall be subject to reduction to the extent of any costs associated with any remediation of Hazardous Materials required for the City Parcels actually paid by Developer, in accordance with the terms and conditions of this Agreement and in compliance with applicable laws, statutes, rules and regulations and such reasonable procedures established by the City (the "**Remediation Cost Adjustment**"). In order to implement the provisions of this paragraph, and without limiting the duties of Developer with respect to Hazardous Materials pursuant to this Agreement, the Developer shall promptly following the Effective Date, perform such environmental site assessments to determine whether any remediation of Hazardous Materials required for the City Parcels, as well an assessment of the cleanup methods, costs and logistics of such remediation (the "**Remediation Plan**"). The Remediation Plan shall be subject to the review and approval of the City Manager. The City and

Developer shall include in the escrow instructions provisions for the holdback from the Purchase Price of the estimated Remediation Cost Adjustment (plus a ten percent (10%) contingency), as set forth in the Remediation Plan. Such escrow instructions shall further require that any balance of the holdback amount remaining after completion by Developer of any required Hazardous Materials remediation required by this Agreement for the City Parcels be paid to the City; with the Developer being solely responsible for all costs of any remediation of Hazardous Materials for the City Parcels in excess of the Remediation Cost Adjustment and ten percent (10%) contingency.

B. [§ 202] Acquisition of Potentially Participating Parcels

1. [§ 203] Election to Acquire by Eminent Domain¶

Prior to the Effective Date, Developer utilized reasonable good faith efforts to negotiate with the Private Owners and occupants of the Potentially Participating Parcels within the Arena Site in order to acquire the Potentially Participating Parcels. Despite such efforts, Developer has been unable to either acquire the Potentially Participating Parcels or to enter into a contract for the acquisition of the Potentially Participating Parcels. In the City's sole and absolute discretion, the City may obtain appraisals of the Potentially Participating Parcels, attempt in good faith to negotiate the voluntary acquisition of the Potentially Participating Parcels pursuant to California Government Code Section 7260 *et seq.*, and, if such negotiations are unsuccessful, may schedule, notice and hold a public hearing at which the City may consider the adoption of one or more resolutions of necessity to consider authorizing the acquisition of the Potentially Participating Parcels by eminent domain. Following such public hearing, the City will determine in the City's sole and absolute discretion whether or not to adopt resolutions of necessity and to proceed with eminent domain to acquire the Potentially Participating Parcels. Developer expressly acknowledges, understands and agrees that the City undertakes no obligation to adopt any resolution of necessity, and the City makes no commitment to Developer regarding the findings and determinations the City may make in connection therewith. In the event that the City does not acquire the Potentially Participating Parcels by negotiated purchase and does not elect to acquire such parcels by exercise of its power of eminent domain within the time period set forth in the Schedule of Performance, neither the City nor Developer shall be in default under this Agreement, but Developer shall have the right to terminate this Agreement pursuant to Section 510.

2. [§ 204] Acquisition by Eminent Domain

If the City approves one or more resolutions of necessity and elects to exercise its power of eminent domain to acquire any Potentially Participating Parcels, any such eminent domain proceedings shall be filed within the time set forth in the Schedule of Performance, and the City shall diligently exercise reasonable efforts to prosecute any such eminent domain actions to completion and obtain fee simple absolute title to the affected Potentially Participating Parcels within the time set forth in the Schedule of Performance.

If the City exercises its power of eminent domain to acquire, at the earliest practicable time, any Potentially Participating Parcel, the City shall (i) exercise reasonable efforts to apply

for and obtain a judicial order or orders (the "**Orders of Prejudgment Possession**") authorizing the City, given the immediate need to commence construction of the Project and the potential hardship to the City if the Project were delayed, to take prejudgment possession of the Potentially Participating Parcels prior to entry of final judgments and orders of condemnation (the "**Final Orders**"), (ii) comply with all applicable provisions of the California Relocation Assistance Law (California Government Code Section 7260 et seq.), all State and local regulations implementing such law, and all other applicable laws and regulations (collectively "**Relocation Laws**"); and (iii) to relocate or cause to be relocated, in accordance with such Relocation Laws any "**displaced person**", as defined in California Government Code Section 7260(c)(1)), occupying the Potentially Participating Parcels. Any and all eligible expenses incurred in accordance with California Government Code Section 7262, relating to the displacement and/or relocation of any displaced persons from the Potentially Participating Parcels, and any reasonable costs incurred by the City in retaining a relocation consultant, shall be paid by Developer. Upon obtaining the Orders of Prejudgment Possession, the City shall, upon the request of Developer, process and sign any required final parcel and subdivision maps, lot line adjustments, and/or mergers, in its capacity as deemed record title owner of the property pursuant to California Government Code Section 66465.

Notwithstanding any other provision of this Agreement to the contrary, Developer may elect, in its sole discretion upon written notice to the City, to accept from the City the conveyance of (a) the City's rights of possession under an Order of Prejudgment Possession prior to the City's acquisition of fee simple absolute title and the entry of a Final Order as to a Potentially Participating Parcel or (b) fee simple absolute title from the City after the filing of a Final Order. If Developer elects to accept conveyance of the City's rights of possession under an Order of Prejudgment Possession, the City shall deliver possession of such Potentially Participating Parcel to Developer on the Closing Date, the City shall diligently proceed with such eminent domain proceedings to obtain the Final Order, and upon the City's acquisition of fee simple absolute title and the recording of a Final Order as to a Potentially Participating Parcel, transfer fee simple absolute title of such Potentially Participating Parcel to Developer, which obligations shall survive closing.

3. [§ 205] Payment of Acquisition Costs

Developer shall pay all reasonable direct and indirect costs and expenses incurred by the City in connection with the acquisition of the Potentially Participating Parcels, their conveyance to Developer, and the relocation of and displaced person (collectively, the "**Acquisition Costs**"), including, without limitation:

(a) appraisal fees, title reports and any required environmental assessments;

(b) preparation of documents for public hearing on resolutions of necessity, including without limitation, attorneys' fees and cost of publishing notice;

(c) the total amount paid to owners and occupants of the Potentially Participating Parcels, including the price paid to acquire any and all interests in the Potentially Participating Parcels including without limitation amounts paid, if any, for the fee interest in the

land and improvements, leaseholds, tenant improvements, furnishings, fixtures and equipment, leasehold bonus value and loss of business goodwill;

(d) relocation assistance and benefits to any displaced person as required by Relocation Laws, and the City's payments to its relocation consultant;

(e) court costs and fees required to prosecute eminent domain proceedings, if any, and to defend actions if any, filed in cross-complaint to any eminent domain proceedings, or as separate actions by owners, occupants or other interested parties in response to the eminent domain proceedings, and any monies paid in settlement thereof or pursuant to a judgment in such proceedings;

(f) costs of litigation and trial incurred in prosecuting such eminent domain proceedings, including without limitation, document preparation, appraisers' fees, expert witness fees, court costs and attorneys' fees; and

(g) escrow fees, recording fees, title insurance fees, litigation guarantees, and all other costs incurred in connection with the acquisition of the Potentially Participating Parcels by the City and the conveyance of the Potentially Participating Parcels to Developer.

4. [§ 206] Acquisition Deposit and Payments

Within ten (10) days after the Effective Date, Developer shall deposit with the City the sum of [$_____] ("**Acquisition Deposit**") which the City shall be authorized to draw upon to pay costs and expenses the City reasonably incurs in connection with acquisition of the Potentially Participating Parcels and relocation of the occupants thereof. If at any time the Acquisition Deposit is insufficient to cover reasonably anticipated expenses, the City shall notify Developer in writing, and Developer shall deposit the necessary additional funds within ten (10) days.

The City shall hold the Acquisition Deposit in a separate interest-bearing account. Any unused portion of the Acquisition Deposit shall be promptly refunded to Developer following conveyance of title of the Potentially Participating Parcels to Developer. The City shall prepare and maintain an accounting of the costs and expenses that the City has reasonably incurred and that the City anticipates incurring in connection with acquisition of the Potentially Participating Parcels and relocation of the occupants thereof, and shall provide such information to Developer no less frequently than quarterly, and such accounting shall be provided together with each request the City makes for additional funds or upon Developer's request. Developer and/or Developer's consultants shall be entitled to audit the City's books and records relating to the Acquisition Costs, to determine whether such Acquisition Costs were properly reimbursable under this Agreement, during normal business hours and following at least five (5) business days' prior notice. The City shall reasonably cooperate with Developer to the extent required in connection with such audit, including, without limitation, providing copies of all invoices and other back-up information.

The City expressly reserves the right to suspend or abandon any condemnation action if Developer fails to make a required deposit of funds in accordance with this Agreement within thirty (30) days after receipt of a notice from the City of such failure. In such event, Developer shall pay any and all damages, claims or sanctions resulting from the City's suspension of such proceedings, including without limitation attorneys' fees, litigation expenses and damages which may be awarded in favor of a condemnee.

5. [§ 207] Consultation

Developer shall have the right to approve or disapprove of any settlement with Private Owners and occupants, prior to finalization of any such settlement, regarding the acquisition of Potentially Participating Parcels. The City shall keep Developer apprised of negotiations with the Private Owners and occupants of the Potentially Participating Parcels and shall consult with Developer during the course of negotiations and any eminent domain proceedings, particularly with regard to any negotiated settlement of any eminent domain proceeding. The City shall promptly provide Developer with any proposed settlement offers, for Developer's approval. If a proposed settlement offer is not approved by Developer, the City shall reject (or not propose, as the case may be) the settlement offer and shall prosecute with the eminent domain proceeding, subject to the provisions of Section 208. The City agrees to consult with, and obtain the approval of, Developer prior to engaging counsel, approving fee budgets or making any other commitment for costs for which Developer will be responsible as Acquisition Costs, including, without limitation, any Final Offers of Compensation delivered to the Private Owners and occupants of the Potentially Participating Parcels.

6. [§ 208] Termination of the Action

Once an eminent domain proceeding is filed, the City shall not formally abandon that proceeding with respect to the Potentially Participating Parcels without Developer's consent. At any time, Developer may request that the City may formally abandon any eminent domain proceeding filed with respect to the Potentially Participating Parcels. If Developer makes such request, Developer shall remain responsible for all Acquisition Costs incurred up to the City's receipt of such request, including, without limitation, any award of the condemnee's litigation expenses and any remaining Acquisition Deposit after the City has paid all such costs will be promptly refunded to Developer. In the City's sole discretion, the City may continue to prosecute the proceeding, but any such continuation after Developer's requested termination shall be at the City's sole expense as to any and all direct and indirect costs incurred thereafter in connection with such continuation, including without limitation Acquisition Costs. In addition, to the extent and cross-complaints or separate actions arising from the eminent domain proceeding remain pending after Developer's request that the City abandon that proceeding, Developer shall not be responsible for cost incurred in connection with defending such cross-complaints or separate actions.

7. [§ 209] Contact with Private Owners

Nothing in this agreement shall prevent Developer from seeking to reach a settlement with Private Owners of Potentially Participating Parcels. During the period commencing upon

the Effective Date through the earlier of the termination of this Agreement or the City's conveyance of title to the Potentially Participating Parcels to Developer, Developer shall keep the City apprised of negotiations with the Private Owners and occupants of the Potentially Participating Parcels, particularly with regard to any negotiated acquisition by Developer of the Potentially Participating Parcels. In the event that Developer reaches a settlement with any Private Owner that obviates the need for an eminent domain proceeding, such proceeding shall be dismissed and Developer shall not be responsible for litigation costs incurred in any dispute with such Property Owner after the closing of the settlement.

C. [§ 210] Escrow

The City and Developer agree to open an escrow account with [Fidelity National Title Company] (the "**Escrow Agent**") within the times provided in the Schedule of Performance. This Agreement shall constitute the joint escrow instructions of the City and Developer, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of the escrow account for the conveyance. The City and Developer shall provide such additional escrow instructions consistent with this Agreement as shall be necessary for such conveyance. The Escrow Agent hereby is empowered to act under such instructions, and upon indicating its acceptance thereof in writing delivered to the City and to Developer within five (5) days after opening of such escrow account, the Escrow Agent shall carry out its duties as Escrow Agent hereunder for such conveyance.

Upon delivery of the Grant Deed for each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site to the Escrow Agent by the City pursuant to Section 217 of this Agreement, the Escrow Agent shall record each Grant Deed in accordance with these escrow instructions for each such conveyance, provided that title to the entire Project Site can be vested in Developer in accordance with the terms and provisions of this Agreement. The Escrow Agent shall also disclose and provide Developer with all pertinent documentary transfer tax information and costs prior to the close of escrow for each such conveyance. Any insurance policies governing the Project Site are not to be transferred.

Developer shall deposit into the escrow with the Escrow Agent before closing all fees, charges and costs necessary for the acquisition and conveyance of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site to Developer that are chargeable to Developer hereunder, promptly after the Escrow Agent has notified Developer of the amount of such fees, charges and costs for the escrow account. Such fees, charges and costs shall include, without limitation:

(1) One half of the escrow fee;

(2) All premiums for title insurance required by Developer in excess of a California Land Title Association ("**CLTA**") title insurance policy; and

(3) All notary fees required of the Developer.

Developer shall also deposit the Purchase Price and any portion of the Acquisition Costs not previously paid with the Escrow Agent at the same time in accordance with the provisions of Section 218 of this Agreement.

With the exception of payment by the City of (i) one half of the escrow fee, (ii) the costs attributed to the CLTA title insurance policy for the conveyance, (iii) notary fees required of the City, and (iv) any State, County or City documentary or transfer tax, unless otherwise set forth herein, the City shall not be required to pay any costs, fees or charges in connection with the conveyance of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site and in no event shall the City's costs exceed the net amount of the Purchase Price actually received by the City after repayment of all applicable obligations to the FAA and LAWA, and any applicable taxing entities with regard to those City Parcels formerly owned by the Successor Agency. Unless otherwise specified in this Agreement, each party shall be responsible for the payment of its own legal fees.

The City shall timely and properly execute, acknowledge and deliver the Grant Deed conveying to Developer title to each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site in accordance with the requirements of Section 213, together with an estoppel certificate with regard to Developer and the obligations under this Agreement certifying: (i) that this Agreement is in full force and effect, (ii) that this Agreement has not been amended or modified, or if this Agreement has been amended or modified, identifying the amendments or modifications and stating their date and providing a copy or referring to the recording information, (iii) that the City is not aware of any default by Developer hereunder, or the occurrence of an event that with notice or the passage of time or both would be default by Developer hereunder if not cured (or if there is a default, a description of the nature of such default), and (iv) such other reasonable matters as may be requested. In addition, the City agrees to, from time to time, execute and deliver to any lender or prospective lender of Developer, or other applicable third-party, within ten (10) business days after the request is made, such an estoppel certificate.

Upon the closing of escrow, the Escrow Agent is authorized to:

(1) Pay, and charge Developer for any fees, charges and costs payable under this Section 210. Before such payments are made, the Escrow Agent shall notify the City and Developer of the fees, charges and costs necessary to clear title and close escrow.

(2) Disburse funds and deliver each Grant Deed and other documents to the parties entitled thereto when the conditions of the escrow have been fulfilled by the City and Developer. The Purchase Price shall not be disbursed by the Escrow Agent unless and until it has recorded a Grant Deed for each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site and has delivered to Developer a title insurance policy insuring title and conforming to the requirements of Section 219 of this Agreement.

(3) Record any instruments delivered through this escrow if necessary or proper to vest title in Developer in accordance with the terms and provisions of this Agreement, including the FAA Restrictions.

All funds received in escrow shall be deposited by the Escrow Agent in a separate interest-earning escrow account with any state or national bank doing business in the State of California and reasonably approved by Developer and the City. All interest earned on the funds shall be payable or credited to Developer with all interest adjustments made on the basis of a thirty (30) day month. Any payment of interest to Developer shall be made by check by the Escrow Agent. Developer shall also be fully responsible for any and all costs required to establish and/or maintain the separate interest-earning account.

If escrow is not in a position to close on or before the Closing Date, any party who then shall have fully performed the acts to be performed before the conveyance of title to the Project Site to Developer may, in writing, demand the return of its money, papers, or documents from the Escrow Agent. No demand for return shall be recognized until five (5) days after the Escrow Agent (or the party making such demand) shall have mailed copies of such demand to the other party or parties at the address of its principal place of business. Objections, if any, shall be raised by written notice to the Escrow Agent and to the other party within such five (5) day period, in which event the Escrow Agent is authorized to hold all money, papers, and documents with respect to the Project Site until instructed by mutual agreement of the parties or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible.

If objections are raised as above provided for, the Escrow Agent shall not be obligated to return any such money, papers, or documents except upon the written instructions of the City and Developer, or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction. If no such objections are made within such five (5) day period the Escrow Agent shall immediately return the demanded money, papers, or documents.

Any amendment to the escrow instructions shall be in writing and signed by the City and Developer. At the time of any amendment the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

All communications from the Escrow Agent to the City or Developer shall be directed to the addresses and in the manner established in Section 601 of this Agreement for notices, demands, and communications between the City and Developer.

D. [§ 211] Conveyance of Title and Delivery of Possession

Conveyance to Developer of title to the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site in accordance with the provisions of this Agreement shall be completed on or prior to the date specified in the Schedule of Performance or such later date mutually agreed to in writing by the City Manager and Developer and communicated in writing to the Escrow Agent (the "**Closing Date**").

Except as otherwise provided herein, exclusive possession of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site shall be delivered to Developer by the City concurrently with each such conveyance of title. Developer shall accept title and possession to the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site on the Closing Date, subject to satisfaction of the conditions of closing set forth in this Agreement.

E. [§ 212] Forms of Deed

The City shall convey to Developer title to the Project Site in the condition required in this Agreement by a "**Grant Deed**" substantially in the form attached hereto as **Attachment No. 6A** as to the Arena Site, and substantially in the form attached hereto as **Attachment No. 6B** as to each of the West Parking Garage Site, the East Transportation Site and the Hotel Site. The City shall, within the time frame set forth in the Schedule of Performance, approve and record a lot line adjustment and merger to create the Hotel Site as a separate legal parcel, which can be conveyed to Developer at closing.

F. [§ 213] Condition of Title

The City shall convey to Developer fee simple title to the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site free and clear of all rights of possession (including billboard leases or agreements), liens, bonds, encumbrances, assessments, easements, leases and taxes, and any rights of acquisition by any party; except those covenants included in each Grant Deed, the Arena Site Use Agreement (City Parcels), the Arena Site Use Agreement (Potentially Participating Parcels), the FAA Restrictions, and except those permitted encumbrances set forth on **Attachment No. 8**; provided however that no covenants, conditions, restrictions or equitable servitudes shall prohibit or limit the development permitted by the Scope of Development.

G. [§ 214] FAA Restrictions

Certain City Parcels were acquired by the City or Successor Agency with grant funds from the U.S. Federal Aviation Administration ("**FAA**") and Los Angeles World Airports ("**LAWA**"). The City shall be solely responsible for compliance with and satisfaction of the terms and conditions of any grant agreements with FAA and LAWA, including, without limitation, repayment to FAA and LAWA as may be required under such grant agreements and confirming the termination of all ongoing obligations under such grant agreements. The City and Developer shall, promptly following the Effective Date, draft, negotiate and finalize the form of the restrictive covenants related to compatible uses required under such grant agreements with FAA and LAWA (the "**FAA Restrictions**") within the time frame set forth in the Schedule of Performance. The FAA Restrictions shall be subject to the approval of Developer in its sole discretion and shall be recorded against, and encumber, the applicable City Parcels at closing.

H. [§ 215] Street Vacation

In order to accommodate for the development of the Arena Site and the West Parking

Garage Site, the City will determine in its sole and absolute discretion whether or not to vacate and abandon as a public street and right of way the Right-Of-Way Areas more particularly identified and legally described in **Attachment 1B-1**. The City shall make such determination within the time frame set forth in the Schedule of Performance, and if it elects to vacate and abandon such parcels, adopt such required resolutions of necessity, and complete such vacations and abandonments [(and the vacation and abandonment of any in-place utilities)] within the time frames set forth in the Schedule of Performance and in any event prior to the Closing Date. The City shall reasonably cooperate with Developer to the extent required in connection with the relocation of any in-place utilities.

I. [§ 216] Pedestrian Bridge(s)

In order to provide additional pedestrian access to the Arena Site and the West Parking Garage Site, the City will determine in its sole and absolute discretion whether or not to vacate and abandon any air space rights the Potential Pedestrian Bridge Airspace more particularly identified and legally described in **Attachment 1B-2**. The City shall make such determination within the time frame set forth in the Schedule of Performance, and if it elects to vacate and abandon such parcels, adopt such required resolutions of necessity, and complete such vacations and abandonments within the time frames set forth in the Schedule of Performance and in any event prior to the Closing Date. The City shall reasonably cooperate with Developer to the extent required in connection with obtaining all rights to construct the pedestrian bridge(s) in the Airspace Parcels, including, as necessary, reasonably cooperating with Developer in negotiations between Developer and any Private Owners or governmental agencies.

J. [§ 217] Time For and Place For Delivery of the Grant Deeds

The City shall deposit each of the Grant Deeds with the Escrow Agent on or before the date set forth in the Schedule of Performance.

K. [§ 218] Payment of the Purchase Price and Recordation of the Grant Deeds

Developer shall promptly deposit the Purchase Price (and any portion of the Acquisition Costs not previously paid) with the Escrow Agent upon or prior to the scheduled Closing Date, provided that the Escrow Agent shall have notified Developer in writing that each Grant Deed for the conveyance, properly executed and acknowledged by the City has been delivered to the Escrow Agent and that title to and the right to possession of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site are each in condition to be conveyed to Developer in conformity with the provisions of this Agreement. The Escrow Agent shall deliver the Purchase Price (and any portion of the Acquisition Costs not previously paid) to the City immediately following the delivery to Developer of the Title Policy in conformity with this Agreement and the recording of all of the Grant Deeds among the land records in the Office of the County Recorder for Los Angeles County.

L. [§ 219] Title Insurance

Concurrently with recordation of the Grant Deeds, [Fidelity National Title] ("**Title Company**") shall provide and deliver to Developer a CLTA coverage owner's title insurance policy or policies issued by Title Company insuring that the title to each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site are vested in Developer in the condition required by this Agreement, along with any special endorsements which Developer reasonably requests. At the sole election and cost of Developer, Developer may obtain an ALTA survey of each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site and cause the Title Company to issue a ALTA owner's title insurance policy or policies. The title insurance policy shall be in the amount of the combination of the Purchase Price and the Acquisition Costs (collectively the "**Total Site Cost**") or in such greater amount as Developer may specify as hereinafter provided.

Concurrently with the issuance of the title policy or policies for the Project Site (the "**Title Policy**"), the Title Company shall, if requested by Developer, provide Developer with an endorsement to insure the amount of Developer's estimated construction costs of the Improvements to be constructed thereon and any lender's interest therein.

Developer shall pay for all premiums attributable to any extended coverage or special endorsements which it requests above and beyond a CLTA title insurance policy.

M. [§ 220] Taxes and Assessments

Ad valorem taxes and assessments, if any, on the Project Site, and taxes upon this Agreement or any rights hereunder, levied, assessed or imposed for any period, commencing prior to the conveyance of title of the Project Site shall be borne by the City. Ad valorem taxes and assessments, if any, on the Project Site, and taxes upon this Agreement or any rights hereunder, levied, assessed or imposed for any period commencing after conveyance of title of the Project Site shall be borne by Developer.

N. [§ 221] Occupants of the Project Site

The City agrees that title to each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site shall be conveyed free of any possession, right of possession or right of acquisition.

O. [§ 222] Zoning of the Project Site

As described in Recital O, the City granted the Project Approvals. Subject to the provisions of, and as described in, the Development Agreement and the Scope of Development, prior to the Closing Date, Developer shall take such actions as are necessary to procure or to obtain those future approvals and actions by the City that will be approved after the Effective Date, including discretionary and ministerial actions by the City (as defined in the Development Agreement, the "**Subsequent Approvals**"), which may include but are not limited to, which may include but are not limited to, demolition permits, determinations of consistency with the Design

Guidelines adopted as part of the Project Approvals, grading permits, building permits, final parcel and subdivision maps, lot line adjustments, and mergers. The City shall provide all proper and reasonable assistance and cooperation to Developer in connection therewith, and shall use its good faith and best efforts in cooperating with and facilitating Developer's efforts to obtain all of the necessary Subsequent Approvals and/or any other permits required for the development of the Project Site, in accordance with, and as described in, the Development Agreement and the Design Guidelines.

P. [§ 223] Physical Condition of the Project Site

The Project Site shall be conveyed in an "as is" physical condition, with no warranty, express or implied by the City as to the condition of the soil, water, or presence of Hazardous Materials (as defined herein), the Project Site's geology, or the presence of known or unknown faults. In this regard, the City, at the written request of Developer, shall make available to Developer all documents within the City's possession or control pertinent to the physical condition of the Site, including any reports related to the presence of Hazardous Materials on the Site, within fifteen (15) business days of the request. It shall be the sole responsibility of Developer, at Developer's sole cost and expense, to investigate and determine the soil and water conditions of the Site and the suitability of the Site for the construction of the Improvements by Developer, and to pay for the demolition and clearance of improvements on, in or under the Site as necessary for the development of the Site. ***[Discuss potential stadium parking issues, City restoration obligations to deliver Project Site clear of all construction materials/debris based on ongoing use of the Project Site]***

Developer shall be solely responsible for all necessary testing of the Project Site for Hazardous Materials pursuant to all applicable laws, statutes, rules and regulations. Upon the acquisition of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, Developer shall also be responsible for making the Project Site usable for the proposed development as a result of any conditions including, without limitation, flood zones, Alquist-Priolo Earthquake Fault Zoning Act, and similar matters, and, subject only to the Remediation Cost Adjustment, subsequent to Developer's acquisition of the Project Site, Developer shall be responsible for any costs associated with any required remediation of Hazardous Materials which is necessary for the Project Site and for performing all work required in connection therewith. For purposes of this Agreement, "**Hazardous Materials**" shall mean any substance, material or waste which is or becomes regulated by any local governmental authority, the State of California and/or the United States Government, including, but not limited to asbestos; polychlorinated biphenyls (whether or not highly chlorinated); radon gas; radioactive materials; explosives; chemicals known to cause cancer or reproductive toxicity; hazardous waste, toxic substances or related materials; petroleum and petroleum products, including, but not limited to, gasoline and diesel fuel; those substances defined as a "Hazardous Substance", as defined by Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, *et seq.*, or as "Hazardous Waste" as defined by Section 6903 of the Resource Conservation and Recovery Act, 42 U.S.C. 6901, *et seq.*; an "Extremely Hazardous Waste," a "Hazardous Waste" or a "Restricted Hazardous Waste," as defined by The Hazardous Waste Control Law under Section 25115, 25117 or 25122.7 of the California Health

and Safety Code, or is listed or identified pursuant to Section 25140 of the California Health and Safety Code; a "Hazardous Material", "Hazardous Substance," "Hazardous Waste" or "Toxic Air Contaminant" as defined by the California Hazardous Substance Account Act, laws pertaining to the underground storage of hazardous substances, hazardous materials release response plans, or the California Clean Air Act under Sections 25316, 25281, 25501, 25501.1 or 39655 of the California Health and Safety Code; "Oil" or a "Hazardous Substance" listed or identified pursuant to the Federal Water Pollution Control Act, 33 U.S.C. 1321; a "Hazardous Waste," "Extremely Hazardous Waste" or an "Acutely Hazardous Waste" listed or defined pursuant to Chapter 11 of Title 22 of the California Code of Regulations Sections 66261.1 through 66261.126; chemicals listed by the State of California under Proposition 65 Safe Drinking Water and Toxic Enforcement Act of 1986 as a chemical known by the State to cause cancer or reproductive toxicity pursuant to Section 25249.8 of the California Health and Safety Code; a material which due to its characteristics or interaction with one or more other substances, chemical compounds, or mixtures, materially damages or threatens to materially damage, health, safety, or the environment, or is required by any law or public agency to be remediated, including remediation which such law or government agency requires in order for the Site to be put to the purpose proposed by this Agreement; any material whose presence would require remediation pursuant to the guidelines set forth in the State of California Leaking Underground Fuel Tank Field Manual, whether or not the presence of such material resulted from a leaking underground fuel tank; pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 *et seq.*; asbestos, PCBs, and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*; any radioactive material including, without limitation, any "source material," "special nuclear material," "by-product material," "low-level wastes," "high-level radioactive waste," "spent nuclear fuel" or "transuranic waste" and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act, 42 U.S.C. 2011 *et seq.*, the Nuclear Waste Policy Act, 42 U.S.C. 10101 *et seq.*, or pursuant to the California Radiation Control Law, California Health and Safety Code, Sections 25800 *et seq.*; hazardous substances regulated under the Occupational Safety and Health Act, 29 U.S.C. 651 *et seq.*, or the California Occupational Safety and Health Act, California Labor Code, Sections 6300 *et seq.*; and/or regulated under the Clean Air Act, 42 U.S.C. 7401 *et seq.* or pursuant to The California Clean Air Act, Sections 3900 *et seq.* of the California Health and Safety Code. Any studies and reports generated by Developer's testing for Hazardous Materials shall be made available to the City upon the City's request.

Q. [§ 224] Relationship of the City and Developer

Nothing contained in this Agreement or in any other document or instrument made in connection with this Agreement shall be deemed or construed to create a partnership, tenancy in common, joint tenancy, joint venture or co-ownership by or between the City and Developer.

O. [§ 225] Preliminary Work by Developer

Prior to the conveyance of title to the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, representatives of Developer shall have the right of access to and entry upon the City Parcels (and the Potentially Participating Parcels, if and when acquired by the City) at all reasonable times for the purpose of inspecting the Project Site,

obtaining data and making surveys and tests necessary to carry out this Agreement. Developer agrees to defend, indemnify and hold the City, and its officers, employees, contractors and agents, harmless for any and all claims, liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising out of work or activity of Developer, its officers, employees, contractors and agents, permitted pursuant to this Section 225, except to the extent arising out of the gross negligence or willful misconduct of the City, and/or its officers, staff, employees, contractors or agents or relating to the discovery of any Hazardous Materials on the Project Site. Developer shall not commence any activities under this Section 225 without first providing the City with satisfactory evidence of insurance meeting the requirements of this Agreement, and the provision of adequate restoration of the Project Site to its condition prior to the commencement of any activities under this Section 225 with the exception of any Hazardous Materials condition discovered on the City Parcels prior to Closing Date; the remediation of which shall be dealt with the provisions of Section 201 relating to the Remediation Cost Adjustment.

P. [§ 226] Submission of Evidence of Financing

Within the times established respectively therefor in the Schedule of Performance, Developer shall submit to the City evidence reasonably satisfactory to the City that Developer has sufficient equity capital and/or has obtained commitments for financing necessary to pay for all costs related to Developer's purchase and development of the Project Site, including, without limitation, the costs for the construction of the Improvements (the "**Development Costs**"), in accordance with this Agreement.

Developer's submission of such evidence of financing shall include:

1. A project budget, estimated as of the Closing Date, setting forth all anticipated Development Costs, or a certification by Developer that the applicable portion of the Project Budget attached hereto as **Attachment No. 2** remains accurate. The Project Budget shall be maintained as a sources and uses budget, which shall be based upon a financial *pro forma* that has been reasonably approved by the City, and a feasible method of financing, reasonably demonstrating to the City the availability of all funds needed to complete the proposed development of the Project Site.

2. If applicable, a copy of any commitment or commitments obtained by Developer for any mortgage loan or loans or other debt financing for construction financing to finance all or portions of the Total Site Costs and Development Costs, certified by Developer to be a true and correct copy or copies thereof. The commitment or commitments for financing shall be in such form and content reasonably acceptable to the City, or in such a form and with such content as typically issued by an institutional lender (subject to customary conditions).

3. Documentary evidence reasonably satisfactory to the City of sources of equity capital sufficient to demonstrate that Developer has adequate funds committed to

cover the difference, if any, between the Total Site Costs and Development Costs and the proposed mortgage loan or loans.

The City Manager shall approve or disapprove each such submission of evidence of financing within the times established in the Schedule of Performance. If the City disapproves any such evidence of financing, the City shall do so by timely written notice to Developer stating with specificity the reasons for such disapproval. If the City gives Developer such timely written notice, Developer shall promptly, but in any event prior to the date required for submission of evidence of financing in the Schedule of Performance, obtain and submit to the City new evidence of financing. The City Manager shall approve or disapprove such new evidence of financing in the same manner and within the same time period established in the Schedule of Performance for the approval or disapproval of the evidence of financing initially submitted to the City.

Q. [§ 227] CEQA Requirements

As referenced in Recital O, the City Council certified the FEIR as adequate and complete and made findings in connection therewith for the development of the Project by Developer. All costs and expenses associated with further environmental clearance and/or documentation required for the development of the Project as contemplated by this Agreement shall be the sole responsibility of Developer.

R. [§ 228] Brokers

Neither party shall be liable in any manner for any real estate commission or brokerage fees which may arise from the transactions contemplated by this Agreement, other than any broker, agent, or finder engaged in writing by such party. Each party hereto agrees to indemnify and hold the other party harmless from any claim by any broker, agent, or finder retained by the indemnifying party.

III. [§300] DEVELOPMENT OF THE PROJECT SITE

A. [§301] Responsibilities for Development of the Project Site

Developer shall be solely responsible for developing the Project Site and constructing the Improvements thereon in accordance with the requirements of this Agreement and the Development Agreement, including, but not limited to the development of the Arena Site for use as an arena suitable for sports, entertainment and civic events and activities related thereto, including other uses reasonably related to or incidental to such arena uses, including, without limitation, restaurant, food service and retail uses, philanthropic activities, ancillary and administrative office uses, concourse area uses, practice and training facilities, a sports medicine clinic and parking uses (the "**Arena Use**") ***[Conform definition as necessary]***.

B. [§ 302] Scope of Development; Design Guidelines

Each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site shall be developed in accordance with and within the limitations established in the "**Scope of Development**" which is attached hereto as **Attachment No. 4**. The Scope of Development includes the approximate square footage of the Project, Project Site merger/parcelization requirements, and other general design elements such as building height, access and circulation, on-site and off-site improvements, infrastructure and parking.

The City has adopted those certain Sports and Entertainment Overlay Design and Development Standards and Guidelines (the "**Design Guidelines**") ***[Update references as required]***, in implementing the Sports & Entertainment Overlay Zone (Overlay Zone). The Design Guidelines to establish the development standards, guidelines, and procedures for development of the Project Site.

Developer shall deliver to the City whatever information shall be reasonably requested by the City's Planning Director concerning the drawings and architectural renderings for the development of the Project Site. The drawings and architectural renderings required by this Agreement shall include a well-defined architectural concept, showing vehicular circulation and access points, amounts and location of parking, location and size of all buildings (including height and perimeter dimensions), pedestrian circulation, landscaping and architectural character. However, no such drawings or architectural renderings shall be deemed final until the City's Economic & Community Development Director has approved the Drawings (as defined below).

C. [§ 303] Basic Site Plan Drawings

Developer has prepared those certain Basic Site Plan Drawings attached hereto as **Attachment No. 5** for the public portions of each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site. The City has determined that the Basic Site Plan Drawings conform to the requirements of the Scope of Development, the Design Guidelines and the Project Approvals. ***[Consider treatment of Hotel Site in this Article 300]***

D. [§ 304] Construction Drawings and Related Documents for the Project Site

Within the time established in the Schedule of Performance, Developer shall prepare and submit to the City's Economic & Community Development Director for review and written approval, construction drawings and related documents for the public portions of the Project Site and final landscaping plans and finish grading plans, including all applicable off-site public improvements, for each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site (as may be updated from time to time, collectively called the "**Drawings**"). The City's Economic & Community Development Director's review shall be limited to a determination whether Drawings are materially consistent with the Basic Site Plan Drawings, the Design Guidelines, and any previously approved Drawings.

During the preparation of the Drawings, the City and Developer shall, at the request of the City's Economic & Community Development Director, hold regular progress meetings to

coordinate the preparation of, submission to, and review of the Drawings by the City's Economic & Community Development Director. The City and Developer shall communicate and consult informally as frequently as is necessary to ensure that the formal submittal of any documents to the City can receive prompt and speedy consideration.

Developer shall at the request of the City's Economic & Community Development Director be available for and shall participate in any presentations that are necessary or desirable to be made to the community or any department, board or commission of the City.

If any revisions or corrections of the Drawings approved by the City's Economic & Community Development Director shall be required by any government official, agency, department, or bureau having jurisdiction over the development of the Site, Developer and the City shall cooperate in efforts (i) to revise or correct the Drawings in order to comply with the required revision or correction of such government official, agency, department, or bureau, (ii) to obtain a waiver of such requirements, or (iii) to develop a mutually acceptable alternative. Any such changes shall be within the limitations of the Scope of Development, the Design Guidelines and the Project Approvals.

E. [§ 305] City Approval of the Drawings

Subject to the terms of this Agreement and the Development Agreement, the City's Economic & Community Development Director's sole purpose of review of the Drawings shall be limited to a determination whether Drawings are materially consistent with the Basic Site Plan Drawings, the Design Guidelines, and any previously approved Drawings, including any proposed changes therein or thereto. The City's Economic & Community Development Director shall approve or disapprove the Drawings within the times established in the Schedule of Performance. Any disapproval shall state in writing with specificity the reasons for disapproval and any changes which the City's Economic & Community Development Director requests to be made. Such reasons and such changes must be consistent with the Basic Site Plan Drawings, Scope of Development, the Design Guidelines and the Project Approvals and such approval shall not be withheld if such changes logically evolve from the Basic Site Plan Drawings or any previously approved Drawings. Developer, upon receipt of a disapproval based upon powers reserved by the City's Economic & Community Development Director hereunder, shall promptly revise the Drawings, and resubmit the Drawings to the City's Economic & Community Development Director as soon as reasonably possible after receipt of the notice of disapproval.

F. [§ 307] Cost of Construction

All costs of developing the Project, and constructing the Improvements on each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, as well as the Public Infrastructure, shall be borne by the Developer.

G. [§ 307] Schedule of Performance

It is the intention of the City and Developer that the disposition and development of the Site be completed in a timely and an expeditious manner. Accordingly, the Schedule of

Performance encompasses appropriate and necessary benchmarks to be met by the appropriate party, together with required conditions precedent for the conveyance of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site. The City agrees to assign the appropriate planning, engineering, building, safety and other staff to enable the parties to meet the timelines in the Schedule of Performance.

After the conveyance of title to and possession of each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, Developer shall promptly begin and thereafter diligently prosecute to completion the construction of the Improvements thereon, and the development thereof as provided in the Scope of Development. Developer shall use commercially reasonable efforts to begin and complete the construction of the Improvements on each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site within the times specified in the Schedule of Performance. The Schedule of Performance is subject to revision from time to time as mutually agreed upon in writing by the City Manager and Developer or pursuant to Section 605 hereof.

During periods of construction, Developer shall submit to the City a written report of the progress of the construction when and as reasonably requested by the City, but in no event shall Developer be required to submit any such report more often than monthly. The report shall be in such form and detail as may be reasonably required by the City and shall include a reasonable number of construction photographs (if requested) taken since the last report by Developer.

H. [§ 308] Indemnification during Construction; Bodily Injury and Property Damage Insurance

During the period commencing with the conveyance of title to and possession of each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site to Developer and continuing until such time as the City has issued a Release of Construction Covenants as to each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, respectively, Developer agrees to and shall defend, indemnify and hold the City and its officers, employees, contractors and agents harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person which shall occur on or adjacent to the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site and which shall be directly or indirectly caused by any acts done thereon or any errors or omissions of Developer or its officers, employees, contractors or agents, with the exception of the acts, errors or omissions of the City, and/or its officers, staff, employees, contractors or agents.

During the period commencing with any preliminary work on the Site by Developer under Section 225 and ending on the date when a Release of Construction Covenants has been issued with respect to each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, Developer shall furnish or cause to be furnished to the City, duplicate originals or appropriate certificates of bodily injury and property damage

insurance policies in the amount of at least [$5,000,000] in combined single limit liability, and naming the City, and its officers, employees, contractors and agents as additional insureds.

I. [§ 309] Antidiscrimination during Construction

Developer agrees that in the construction of the Improvements on the Site as provided for by this Agreement, Developer will not discriminate against any employee or applicant for employment because of sex, marital status, race, color, creed, religion, national origin, or ancestry.

J. [§ 310] Local, State and Federal Laws

Developer shall carry out the construction of the Improvements on the Site in conformity with applicable laws, statutes, rules and regulations (taking into account the terms of the Development Agreement, if approved), including all applicable Federal and State labor standards. Developer shall carry out development, construction (as defined by applicable law) and operation of the improvements on the Project Site, including, without limitation, any and all public works (as defined by applicable law), in conformity with all applicable local, State and Federal laws, including, without limitation, all applicable Federal and State labor laws (including, without limitation, the requirement to pay state prevailing wages to the extent applicable). Developer hereby expressly acknowledges and agrees that the City has not affirmatively represented to Developer or its contractor(s) for the construction or development of the Improvements in writing or otherwise, in a call for bids or otherwise, that the work to be covered by this Agreement is or is not a "public work," as defined in California Labor Code Section 1720. Developer hereby agrees that Developer shall have the obligation to provide any and all disclosures or identifications required by California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other similar law to the extent applicable to Developer; provided, however, nothing herein shall be deemed an agreement or admission by Developer that Developer and/or the Project or any portion of the Project is a "public work". Developer shall indemnify, protect, defend and hold harmless the City and its officers, employees, contractors and agents, with counsel reasonably acceptable to the City, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction (as defined by applicable law) and/or operation of the Improvements, results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, State and/or Federal law, including, without limitation, any applicable Federal and/or State labor laws (including, without limitation, any requirement to pay State prevailing wages); (2) the implementation of California Senate Bill No. 966; (3) the implementation of California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other similar law; and/or (4) failure by Developer to provide any required disclosure or identification as may be required by California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other similar law. It is mutually agreed by the parties that, in connection with the development, construction (as defined by applicable law) and operation of the Improvements, including, without limitation, any public works (as defined by applicable law) to be constructed as part of the Improvements, Developer shall bear all risks of payment and/or non-payment of

State prevailing wages and/or the implementation of California Senate Bill No. 966 and/or California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, and/or any other similar law. "**Increased costs**" as used in this Section 310 shall have the meaning ascribed to it in California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Improvements by Developer. Notwithstanding the foregoing, the parties agree and acknowledge the City Parcels are being conveyed at a purchase price representing the fair market price of the City Parcels established pursuant to an independent third party appraisal.

K. [§ 311] City and Other Governmental Agency Permits

Before commencement of construction of the Improvements upon each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, Developer, with the City's assistance where reasonably necessary and appropriate, shall secure or cause to be secured, any and all permits which may, under applicable laws, statutes, rules and regulations be required by the City or any other governmental agency having jurisdiction over such construction.

L. [§ 312] Right of Access

Prior to the issuance of a Release of Construction Covenants for the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, as applicable, representatives of the City shall have a reasonable right of access to the applicable portion of the Project Site, upon two (2) business days' prior written notice to Developer, without charges or fees, during normal construction hours for the purposes of inspection of the work being performed in constructing the Improvements. However, no such notice shall be required in the event of an emergency involving the Project Site or any portion thereof.

Representatives of the City shall be those who are so identified in writing by the City Manager of the City (or his/her designee) necessary for such construction inspection purposes. Such representatives shall also be responsible for providing any required written notice to Developer. All activities performed on the Project Site by the City's representatives shall be done in compliance with all applicable laws, statutes, rules and regulations, and any written safety procedures, rules and regulations of Developer and and/or its contractors, and shall not unreasonably interfere with the construction of the Improvements or the transaction contemplated by this Agreement.

M. [§ 313] Responsibilities of the City

The City shall not be responsible for performing any work specified in the Scope of Development[, other than the decommissioning and relocation of the City-owned and operated potable water well in accordance with the provisions of Section 702, at Developer's sole cost and expense]. ***[Include restoration obligations in the time periods in the Schedule of Performance (no later than closing) for potential stadium parking and City restoration obligations to deliver***

Project Site clear of all construction materials/debris based on ongoing use of the Project Site. Confirm no other City obligations.]

N. [§ 314] Taxes, Assessments, Encumbrances and Liens

Developer shall pay when due all real estate taxes and assessments assessed and levied on or against the Project Site and all portions thereof, subsequent to the Closing Date. Developer shall not place, or allow to be placed on the Project Site or any portion thereof, any mortgage, trust deed, encumbrance or lien not authorized by or pursuant to this Agreement or not otherwise authorized by the City. Developer shall remove, or shall have removed, any levy or attachment made on the Project Site or any portion thereof, or shall assure the satisfaction thereof within a reasonable time but in any event prior to a sale thereunder. Nothing herein contained shall be deemed to prohibit Developer from contesting the validity or amount of any tax assessment, encumbrance or lien, nor to limit the remedies available to Developer in respect thereto. The covenants of Developer set forth in this Section 314 relating to the placement of any unauthorized mortgage, trust deed, encumbrance, or lien, shall remain in effect only until a Release of Construction Covenants has been recorded with respect to the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable.

O. [§ 315] No Encumbrances except Mortgages, Deeds of Trust, Conveyances and Leasebacks or Other Conveyance for Financing for Development

After conveyance of title and possession of the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site to Developer, mortgages, deeds of trust, conveyances and leasebacks, or any other form of conveyance required for any reasonable method of financing are permitted with respect to the Project Site at any time, prior to the recordation of the Release of Construction Covenants for the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable, but only for the purpose of securing loans and funds to be used for financing the acquisition of the Project, or portion thereof as applicable, the construction of the Improvements on the Project Site, and any other expenditures necessary and appropriate to develop the Project or portion thereof as applicable, pursuant to the terms of this Agreement. Developer shall notify the City in advance of any mortgage, deed of trust, conveyance and leaseback, or other form of conveyance for financing if Developer proposes to enter into the same before the recordation of the Release of Construction Covenants.

The words "mortgage" and "deed of trust" as used herein include all other appropriate modes of financing real estate acquisition, construction, and land development, including, without limitation, mezzanine financing.

P. [§ 316] Holder Not Obligated to Construct Improvements

The holder of any mortgage, deed of trust or other security interest authorized by this Agreement shall in no way be obligated by the provisions of this Agreement to construct or complete the Improvements or Public Infrastructure or to guarantee such construction or

completion; nor shall any covenants or any other provision in a Grant Deed be so construed as to so obligate such holder. Nothing in this Agreement shall be deemed or construed to permit, or authorize any such holder to devote the Project Site to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

Q. [§ 317] Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders; Right to Cure

Whenever the City shall deliver any notice or demand to Developer with respect to any breach or default by Developer, the City shall at the same time deliver to each holder of record of any mortgage, deed of trust or other security interest authorized by this Agreement a copy of such notice or demand. Each such holder shall (insofar as the rights of the City are concerned) have the right at its option (but without any obligation) within the later of ninety (90) days after the receipt of the notice or thirty (30) days following any applicable cure period accorded to Developer, to cure or remedy, or commence to cure or remedy, any such default and to add the cost thereof to the security interest debt and the lien of its security interest; provided, however, that in the case of a default which cannot diligently be remedied or cured, or the remedy or cure of which cannot be commenced within such 90-day or 30-day period, such holder shall have such additional time as reasonably necessary to remedy or cure such default with diligence and continuity. If such default shall be a default which can only be remedied or cured by such holder upon obtaining possession of the property or other asset subject to the applicable mortgage, deed of trust or other security interest authorized by this Agreement, and such holder has elected to remedy or cure such default, such holder shall seek to obtain possession of the applicable property or other asset with diligence and continuity through foreclosure, deed in lieu of foreclosure or such other procedure as the holder may elect, and shall remedy or cure such default within one hundred and twenty (120) days after obtaining possession; provided, however, that in the case of a default which cannot diligently be remedied or cured, or the remedy or cure of which cannot be commenced within such 120-day period, such holder shall have such additional time as reasonably necessary to remedy or cure such default with diligence and continuity. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect the Improvements or construction already made) without first having expressly assumed Developer's obligations to the City by written agreement reasonably satisfactory to the City; provided, however, such holder shall not be bound by any amendment, implementation, or modification to this Agreement to which such lender has not given its prior written consent for Developer to enter into. Any such holder that has so assumed Developer's obligations to the City shall not be required to remedy or cure any default of Developer that is not susceptible of being cured by such holder. Any such holder that has so assumed Developer's obligations to the City must agree to complete, in the manner provided in this Agreement, the Improvements to which the lien or title of such holder related, and submit evidence reasonably satisfactory to the City that it, or a development manager retained by such holder, has the qualifications and/or financial responsibility necessary to perform such obligations. Any such holder properly completing such Improvements shall be entitled, upon written request made to the City, to a Release of Construction Covenants as to the Arena Site, the

West Parking Garage Site, the East Transportation Site and the Hotel Site, as applicable, from the City. For purposes of this Section 317, the term "holder" shall be deemed to include any designee, nominee or affiliate of such holder as well as any other foreclosure sale purchaser or any purchaser taking title directly from such holder, designee, nominee or affiliate following foreclosure.

R. [§ 318] Right of City to Cure Mortgage, Deed of Trust, or Other Security Interest Default

In the event of a default or breach by Developer of a mortgage, deed of trust or other security interest with respect to the Project Site prior to the issuance of a Release of Construction Covenants as to the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, as applicable, by the City, and the holder has not exercised its option to complete the Improvements thereon, the City may cure any monetary default prior to completion of any foreclosure. In such event, the City shall be entitled to reimbursement from Developer of all costs and expenses incurred by the City in curing the default. The City shall also be entitled to a lien upon the Project Site to the extent of such costs and disbursements, which lien shall be subordinate to any such mortgage, deed of trust or other security interest.

Notwithstanding the preceding paragraph, Developer hereby acknowledges that the City shall be under no obligation pursuant to this Section 318 to cure any such default.

S. [§ 319] Right of the City to Satisfy Other Liens on the Property after Title Passes

Prior to the recordation of a Release of Construction Covenants as to the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, as applicable, if Developer, after a thirty (30) day period following its receipt of notice of the existence of any such liens or encumbrances, has failed to challenge, cure or satisfy any such liens or encumbrances on the Project Site (or the applicable portion thereof), the City shall have the right to satisfy any such liens or encumbrances; provided, however, that nothing in this Agreement shall require Developer to pay or make provisions for the payment of any tax, assessment, lien or charge so long as Developer in good faith contests the validity or amount thereof, and so long as such delay in payment shall not subject the Project Site (or the applicable portion thereof) to forfeiture or sale.

T. [§ 320] Release of Construction Covenants

Promptly after completion of the applicable Improvements as evidenced by final inspection approvals by the City, the City shall furnish Developer with a Release of Construction Covenants as to each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, as applicable (each a "**Release of Construction Covenants**") within ten (10) business days upon written request therefor by Developer. Such Release of Construction Covenants shall be, and shall so state, conclusive determination of satisfactory completion of the construction required by this Agreement upon each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, as applicable, in substantial compliance

with the Drawings, and of full compliance with the terms hereof with respect to the construction of the Improvements upon such portion of the Project Site. After the recordation of the Release of Construction Covenants with regard to the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, as applicable, any party then owning or thereafter purchasing, leasing, or otherwise acquiring any interest therein shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement, except that such party shall be bound by any covenants contained in applicable Grant Deed for the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site. Neither the City nor any other person, after the recordation of the Release of Construction Covenants, shall have any rights, remedies or controls that it would otherwise have or be entitled to exercise under this Agreement with respect to the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, as applicable, as a result of a default in or breach of any provision of this Agreement, and the respective rights and obligations of the parties with reference to the Project Site (or portion thereof) shall be limited thereafter to those set forth in the applicable Grant Deed. The parties shall take such actions and execute such documents as may be necessary or advisable to memorialize the termination of this Agreement as to the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, as applicable ,promptly upon the recordation of a Release of Construction Covenants.

Each Release of Construction Covenants shall be in such form as to permit it to be recorded in the Office of the Recorder of Los Angeles County.

If the City refuses or fails to furnish a Release of Construction Covenants after written request from Developer, the City shall, within ten (10) business days of the written request, provide Developer with a written statement which describes with specificity Developer's failure to construct the applicable Improvements pursuant to this Agreement and explains the reasonable reasons the City refused or failed to furnish a Release of Construction Covenants. The statement shall also contain the City's opinion of the action Developer must take to obtain a Release of Construction Covenants. If the reasons for such refusal are confined to the immediate unavailability of specific items or materials for landscaping, the City will issue its Release of Construction Covenants upon the posting of a bond by Developer with the City in an amount representing a fair value of the work not yet completed. If the City shall have failed to provide such written statement within said ten (10) business day period, Developer shall be deemed entitled to the Release of Construction Covenants.

A Release of Construction Covenants shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the Improvements, nor any part thereof. A Release of Construction Covenants is not a Notice of Completion as referred to in Section 3093 of the California Civil Code.

U. [§ 321] Project Identification Sign

Prior to commencement of any construction on the Project Site, up until the issuance of a Release of Construction Covenants by the City for the Arena Site, Developer shall prepare and install, at its cost and expense, a project identification sign at one location along the street

frontage of the Project Site. The sign shall be at least [eighteen (18) square feet] in size and visible to passing pedestrian and vehicular traffic. The design of the sign as well as its proposed location shall be submitted to the City for review and approval, which approval shall be given or reasonably withheld within five (5) business days prior to installation. The sign shall, at a minimum, include:

- Development name: Inglewood Basketball and Entertainment Center
- Developer: MURPHY'S BOWL LLC

Mayor:	James T. Butts, Jr.	
Councilmembers:	George W. Dotson,	1st District
	Alex Padilla,	2nd District
	Elroy Morales, Jr.,	3rd District
	Ralph L. Franklin,	4th District

- Estimated Completion Date _____, 2024.
- For information call _____.

Developer shall obtain a current roster of the City's officials before signs are printed.

V. [§ 322] Release of Hotel Site

The City acknowledges that Developer currently intends to Transfer the Hotel Site to a third-party developer for the development and construction of a hotel and that the Scope of Development does not address the construction of such hotel. ***[Confirm not addressing Hotel in Scope of Development- to be provided by third-party developer upon conveyance]*** Provided that the Transfer of the Hotel Site is to [_____], or one of its Affiliates, the City's consent shall not be required; provided, however, Developer shall obtain the City's consent, if required under Section 106, for a Transfer to any other Person. Notwithstanding the foregoing, in connection with any Transfer of Hotel Site, the Transferee shall assume Developer's obligations under this Agreement as to the Hotel Site (which obligations may be amended and restated between the Transferee and the City, as the City may reasonably require) and Developer shall be released from all obligations hereunder as to the Hotel Site. Any Transferee of the Hotel Site shall be solely responsible for obtaining all land use entitlements and permits required for the development and construction on the Hotel Site.

IV. [§ 400] USE OF THE PROJECT SITE

A. [§ 401] Use of the Arena Site

As more particularly set forth in the Arena Site Use Agreement (City Parcels) attached hereto as **Attachment No. 9A-1**, Developer covenants and agrees that for a period of twenty (20) years following the recordation of the Release of Construction Covenants for the Arena Site, Developer not shall utilize the Arena Site for any other use, other than the Arena Use without the prior written consent of the City. If Developer utilizes the Arena Site for any other use, other

than the Arena Use, the City may serve written notice of such breach upon Developer. If Developer fails to cease such unpermitted use within thirty (30) days after receipt of a notice from the City, then the City may thereafter (but not before, unless necessary to prevent immediate harm), as the City's sole remedy, commence an action for specific performance or prohibitory injunction with respect to such unpermitted use. The Arena Site Use Agreement (City Parcels) shall be recorded upon transfer fee simple absolute title to Developer for each City Parcel in the Arena Site.

As more particularly set forth in the Arena Site Use Agreement (Potentially Participating Parcels) attached hereto as **Attachment No. 9A-2**, Developer shall further agree (in addition to the covenant set forth in the previous paragraph) that if Developer utilizes any Potentially Participating Parcel acquired by the City through filing of a Final Order for any other use, other than the Arena Use during such twenty (20) year period, the City may serve written notice of such breach upon Developer. If Developer fails to cease such unpermitted use within six (6) moths after receipt of a second notice from the City (delivered not less than 30 days following the first notice), then the City may thereafter, as the City's sole remedy (in addition to the remedy set forth in the previous paragraph), commence an action to terminate and revest in the City such Potentially Participating Parcel conveyed to Developer. The Arena Site Use Agreement (Potentially Participating Parcels) shall be recorded upon transfer fee simple absolute title to Developer for each Potentially Participating Parcel acquired by the City through filing of a Final Order as to such Potentially Participating Parcel.

B. [§ 402] Maintenance of the Project Site

From the date of this Agreement until Closing, the City agrees to continue its maintenance of the Project Site in the same manner as was conducted in the ordinary course of business prior to the date of this Agreement. ***[Discuss potential stadium parking issues, City restoration obligations to deliver Project Site clear of all construction materials/debris based on ongoing use of the Project Site, other obligations related to City's continued use of the Project Site]*** During construction of the Improvements, Developer shall maintain Project Site in a good and professional manner, keep the Project Site reasonably free from graffiti and any accumulation of debris or waste materials and perform its construction activities in compliance with all applicable equal opportunity standards established by Federal, State and local law.

C. [§ 403] Obligation to Refrain from Discrimination

Developer covenants and agrees that (i) there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project Site and (ii) neither Developer nor any person claiming under or through it shall establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Project Site.

D. [§ 404] Form of Nondiscrimination and Nonsegregation Clauses

Developer shall refrain from restricting the rental, sale or lease of the Project Site on the basis of sex, marital status, race, color, creed, religion, ancestry or national origin of any person. All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

1. In deeds: "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of sex, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

2. In leases: "The lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions:

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

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

E. [§ 405] Effect and Duration of Covenants

The covenants established in this Agreement shall, without regard to technical classification and designation, be binding on Developer for the benefit and in favor of the City. Any covenants, conditions or restrictions that are intended to survive the recordation of the Release of Construction Covenants by the City shall be contained in a Grant Deed, the Arena

Site Use Agreement (City Parcels) or the Arena Site Use Agreement (Potentially Participating Parcels) and shall remain in effect for the period specified therein. ***[Only contemplate covenants in Section 404 to survive the Release of Construction Covenants- separate Use Agreements to be recorded against the Area Site]*** The parties expressly acknowledge and agree that certain benefits set forth in the Development Agreement, if entered into by the parties, are intended to, and will, survive the recordation of the Release of Construction Covenants in accordance with the terms of the Development Agreement. Covenants, conditions and restrictions in this Agreement not expressly set forth in a Grant Deed, the Arena Site Use Agreement (City Parcels) or the Arena Site Use Agreement (Potentially Participating Parcels) shall terminate upon the issuance of a Release of Construction Covenants.

V. [§ 500] DEFAULTS, REMEDIES AND TERMINATION

A. [§501] Defaults - General

Subject to the extensions of time set forth in Section 605 and the notice and cure periods provided in Sections 507-512 hereof, any material failure or delay by any party to perform any term or provision of this Agreement shall constitute a default under this Agreement. The party who fails or delays must promptly commence to cure, correct or remedy such failure or delay and continue to take all steps necessary to completely cure, correct or remedy such failure or delay with reasonable diligence. ***[Consider clarifying that a "Default" only occurs after notice and an opportunity to cure, use of "default" before notice and cure is not consistent with each party's obligations/cure rights]***

The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failures or delays by any party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by any party in asserting any of its rights and remedies shall not deprive any party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies provided such actions or proceedings are initiated prior to the default being cured by the defaulting party.

B. [§ 502] Legal Actions

1. [§ 503] Institution of Legal Actions; Venue

Subject to the terms of this Agreement, any party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the terms of this Agreement. The parties hereby agree that in the event of litigation between the parties, venue for litigation brought in any State court shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District located at 825 Maple Avenue, Torrance, California 90503-5058, and venue for any litigation brought in any Federal court shall lie exclusively in the Central District of California, Los Angeles.

2. [§ 504] Applicable Law

The laws of the State of California shall govern the interpretation and enforcement of this Agreement and the legal relations between the parties.

3. [§ 505] Acceptance of Service of Process

If any legal action is commenced by Developer against the City, service of process on the City shall be made by personal service upon the City Manager, or in such other manner as may be provided by law.

If any legal action is commenced by the City against Developer, service of process on Developer shall be made by personal service upon any officer or managing member of Developer and shall be valid whether made within or without the State of California, or in such manner as may be provided by law.

C. [§ 506] Rights and Remedies Are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by any other party.

D. [§ 507] Damages

The parties have determined that, except in connection with a party's default of its express monetary payment or reimbursement obligations under this Agreement (*e.g.*, the indemnity obligations under Sections 220, 223, or 307 or those payment obligations under Section 205), monetary damages are an inappropriate remedy for any default hereunder. If any party is in default with regard to any of the provisions of this Agreement relating to monetary payments or reimbursements due by such party, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured by the defaulting party within thirty (30) days after receipt of a notice of default, then the non-defaulting party may thereafter (but not before) commence an action for damages against the defaulting party with respect to such default. Notwithstanding the foregoing, Developer and the City would not have entered into this Agreement if they could be liable for indirect or consequential, punitive, or special damages. Accordingly, Developer and the City each waive any costs, claims, damages or liabilities against, and covenant not to sue, the other party for indirect, consequential, punitive, or special damages, including loss of profit, loss of business opportunity, or damage to goodwill.

E. [§ 508] Specific Performance

In addition to the rights and remedies set forth in Section 507 hereof, if any party is in default with regard to any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured by the

defaulting party within thirty (30) days after receipt of a notice of default, then the non-defaulting party may thereafter (but not before, unless necessary to prevent immediate harm) commence an action for specific performance of the terms of this Agreement with respect to such default. However, if the default is the type in which the defaulting party is incapable of curing within the thirty (30) day cure period, then if the defaulting party fails to commence the necessary actions to cure the default within the requisite thirty (30) days and fails to continuously and diligently cure the subject default within a reasonable period of time after commencement, then the non-defaulting party may thereafter (but not before, unless necessary to prevent immediate harm) commence an action for specific performance of the terms of this Agreement against the defaulting party with respect to such default.

F. [§ 509] Remedies and Rights of Termination

1. [§510] Termination by Developer

If prior to the conveyance of title and possession of the Project Site to Developer pursuant to the provisions of this Agreement:

a. Developer is unable, despite using commercially reasonable efforts, to obtain any of the Subsequent Approvals; or

b. Developer is unable, despite using commercially reasonable efforts, to obtain financing consistent with this Agreement for the acquisition of the Project Site and construction of the Improvements and to deliver to the City any submission of evidence of such financing within the times set forth in the Schedule of Performance; or

c. there has occurred a material change to the condition of the Project Site or title to the Project Site (including, without limitation, entry of judgment affecting title or the right of the City to deliver possession of any City Parcel, the imposition of any assessment district which has not been consented to by Developer) since the Effective Date or an eminent domain action is initiated against all or any portion of the Project Site (other than an eminent domain action initiated by the City as to the Potentially Participating Parcels); or

d. there has occurred a material change in the market and/or local, State or national economy which, in the written and reasonable opinion of Developer, negatively impacts the ability of Developer to develop, finance and/or lease the Project; or

e. the City is unable, despite using commercially reasonable efforts, to tender conveyance of title to all City Parcels and the complete and absolute right to possession thereof without lis pendens to Developer in the manner and condition, and within the established time therefor in the Schedule of Performance; or

f. the City is unable to acquire fee simple absolute title to the Potentially Participating Parcels (other than those Potentially Participating Parcels acquired directly by Developer) by purchase, exchange, gift, eminent domain proceedings or any other method available to the City under Federal or State law (recognizing that the institution of eminent domain proceedings shall be at the sole discretion of the City) and to tender conveyance of title to the Potentially Participating Parcels and the complete and absolute right to possession thereof to Developer in the manner and condition, and within the established time therefor in the Schedule of Performance, recognizing that Developer may elect, pursuant to Section 204, to accept from the City the conveyance of the City's rights of possession under an Order of Prejudgment Possession prior to the City's acquisition of title and the filing of a Final Order as to a Potentially Participating Parcel, and have the City transfer fee simple absolute title to the Potentially Participating Parcels upon the filing of the Final Order; or

g. the City fails to elect to vacate and abandon the Right-Of-Way Areas and the Potential Pedestrian Bridge Airspace within the established time therefor in the Schedule of Performance (recognizing that such vacation proceedings shall be at the sole discretion of the City) or is thereafter unable to tender conveyance of title to the Right-Of-Way Areas and the Potential Pedestrian Bridge Airspace and the complete and absolute right to possession to Developer in the manner and condition, and within the established time therefor in the Schedule of Performance; or

h. the Title Company is unwilling or unable to issue the Title Policy at closing, or

i. if Developer fails to approve the FAA Restrictions on or before the date provided therefor in the Schedule of Performance, or

j. if any Challenge is filed relating to this Agreement, including any challenge to the validity of this Agreement or any of its provisions, or if a referendum petition relating to this Agreement is timely and duly circulated, filed, and certified as valid, or

k. City fails to timely perform any material obligation required of City under this Agreement, or

l. if Developer reasonably concludes that Developer will be unable, despite using commercially reasonable efforts, to complete construction of the Project in sufficient time to utilize the arena for professional basketball games for the 2024-2025 NBA season (including typical pre-season use),

and, if any such default(s) or failure(s) referred to in subdivision (a) through (l) of this Section 510 is susceptible to cure by the City and shall not be cured within thirty (30) days after the date

of written demand therefor by Developer, then this Agreement and any rights of the City in this Agreement, may, at the option of Developer, be terminated with respect to the Site by written notice thereof to the City, and neither Developer, nor any assignee or transferee of Developer, shall have any further rights against or liability to the City under this Agreement with respect to the Site.

2. [§511] Termination by City

A. First, if prior to the conveyance of title and possession of the Site to Developer pursuant to the provisions of this Agreement:

1. Developer shall fail to deliver to the City any submission of evidence of equity and, if applicable, financing commitments with respect to the Site within the times set forth in the Schedule of Performance, or

2. Developer, in violation of the provisions of this Agreement, Transfers or attempts to Transfer this Agreement or any right herein, or in the Project Site (or portion thereof), or

3. there is a Change in Control in the ownership of Developer, or with respect to the identity of the parties in control of Developer, or the degree thereof contrary to the provisions of Section 106, in violation of the provisions of this Agreement; or

4. Developer does not deliver the Drawings within the times set forth in the Schedule of Performance without the advance written consent of the City; or

5. Developer does not pay the Total Site Costs and take title and possession to the Project Site by the date provided therefor in the Schedule of Performance, under a tender of conveyance by the City pursuant to this Agreement other than as a result of a prior termination of this Agreement or a default by the City; or

6. Developer fails to approve the FAA Restrictions on or before the date provided therefor in the Schedule of Performance, or

7. Developer fails to timely perform any other material obligation of the development of the Site as required under this Agreement,

B. Secondly, if the City serves Developer with a written demand specifying with particularity Developer's failure under subdivisions 1) through 8) of the foregoing part A of this Section 511, and such failure is not cured within thirty (30) days after the date of such written demand by the City, or if the failure is the type in which Developer is incapable of curing within the thirty (30) day period, then if Developer fails to commence the necessary actions to cure the failure within the

requisite thirty (30) days and fails to continuously and diligently cure the failure within a reasonable period of time after commencement,

then this Agreement and any rights of Developer in this Agreement, or arising therefrom with respect to the City may, at the option of the City, be terminated with respect to the Project Site by written notice of the City given to Developer specifying such termination, and thereafter neither the City nor Developer, nor any assignee or transferee of Developer, shall have any further rights against or liability to the other under this Agreement with respect to the Site.

G. [§512] Right of Re-Entry

The City shall have the right, at its sole option, to reenter and take possession of each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, as applicable, and all Improvements thereon, and to terminate and revest in the City the estate conveyed to Developer, if after conveyance of title and possession to the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, as applicable, and prior to the recordation of the Release of Construction Covenants pertaining to the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, Developer shall:

(a) fail to commence construction of the Improvements (which shall include any grading or other site preparation activities performed on the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable, by Developer following conveyance) in accordance with the Schedule of Performance and within thirty (30) days following delivery of written notice of such failure by the City to Developer, provided that Developer has not obtained an extension or postponement of time pursuant to Section 605; or

(b) abandon or substantially suspend construction of the Improvements on the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable, for a period of nine (9) consecutive months and within thirty (30) days following delivery of following written notice of such abandonment or suspension has been given by the City to Developer, provided Developer has not obtained an extension or postponement of time pursuant to Section 605; or

(c) Transfer or attempt to Transfer this Agreement, or any rights herein, or suffer any involuntary transfer of the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, in violation of this Agreement, and such violation shall not be cured within thirty (30) days following delivery of written notice of such failure by the City to Developer.

Such right to re-enter, repossess, terminate, and revest shall be subject to and be limited by and shall not defeat, render invalid, or limit:

(i) any mortgage, deed of trust, or other security interests permitted by this Agreement with respect to the Arena Site, the West Parking Garage Site, the East Transportation Site and/or the Hotel Site, as applicable; or

(ii) any rights or interests provided in this Agreement for the protection of the holders of such mortgages, deeds of trust, or other security interests.

The rights established in this Section 512 shall not apply to the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, on which any Improvements to be constructed thereon have been completed in accordance with this Agreement and for which a Release of Construction Covenants has been recorded therefor as provided in Section 320.

The Grant Deeds to the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site shall contain appropriate reference and provision to give effect to the City's right, as set forth in this Section 512 under specified circumstances prior to the recordation of the applicable Release of Construction Covenants, to re-enter and take possession of the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable, with all Improvements thereon, and to terminate and revest in the City the estate conveyed to Developer and the terms of such Grant Deeds shall control over any inconsistent provisions of this Agreement.

Subject to the rights of the holders of security interests as stated in subparagraphs (i) and (ii) above, upon the revesting in the City of title to the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable, as provided in this Section 512, the City shall use commercially reasonable efforts to resell the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable, as soon and in such manner as the City shall find feasible to maximize the value thereof to a qualified and responsible party or parties (as determined by the City in its reasonable discretion), who will develop the Arena Site, the West Parking Garage Site, the East Transportation Site and/or the Hotel Site, as applicable, and not re-sell the Arena Site, the West Parking Garage Site, the East Transportation Site and/or the Hotel Site, as applicable, prior to such development or hold the Arena Site, the West Parking Garage Site, the East Transportation Site and/or the Hotel Site, as applicable, for speculation in land.

Upon such resale of the Arena Site, the West Parking Garage Site, the East Transportation Site and/or the Hotel Site, as applicable, or any part thereof, the proceeds thereof shall be applied:

(y) first, to reimburse the City, for all reasonable costs and expenses incurred by the City arising from and after such revesting in the City, including but not limited to fees of consultants engaged in connection with the recapture, management, and resale of the Arena Site, the West Parking Garage Site, the East Transportation Site and/or the Hotel Site, as applicable (but less any income derived by the City from the sale of the Arena Site, the West Parking Garage Site, the East Transportation Site and/or the Hotel Site, as applicable, in connection with such management); all taxes, assessments and water and sewer charges with respect to the Arena Site, the West Parking Garage Site, the East Transportation Site and/or the Hotel Site, as applicable (or, in the event the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable, is exempt from taxation or assessment or such charges during the period of City

ownership, then such taxes, assessments, or charges, as would have been payable if the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable was not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of Developer; and any amounts otherwise owing to the City by Developer; and

(z) second, to reimburse Developer up to the amount equal to (1) the sum of the Purchase Price for the Arena Site, the West Parking Garage Site, the East Transportation Site and/or the Hotel Site, as applicable and the Acquisition Costs for the Arena Site paid to the City by Developer; and (2) the hard and soft costs reasonably incurred for the construction of the Improvements and development of the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable, less (3) any gain or income withdrawn or made by Developer therefrom or from the improvements thereon attributable to the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable, or applicable part thereof.

Any balance remaining after such reimbursements shall be retained by the City as its property.

For avoidance of doubt, the City's exercise of rights under this Section 512 shall be its sole and exclusive remedy for the conditions described in the foregoing subparts (a) – (c). To the extent that the right established in this Section 512 involves a forfeiture, it must be strictly interpreted against the City, the party for whose benefit it is created. The rights established in this Section 512 are to be interpreted in light of the fact that the City will convey the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site to Developer for development and not for speculation in undeveloped land.

VI. [§ 600] GENERAL PROVISIONS

A. [§ 601] Notices, Demands and Communications between the Parties

Notices, demands, and communications between the City and Developer shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested or by reputable overnight service that maintains delivery receipts (*e.g.*, Federal Express) to the principal offices of the City and Developer, as set forth below. All notices, demands, and communications under this Agreement will be deemed given, received, made, or communicated on the delivery date or attempted delivery date shown on the return receipt. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section 601. The respective mailing addresses of the parties are, until changed as provided herein, the following:

City:	City of Inglewood One Manchester Boulevard Inglewood, CA 90301 Attention: City Manager
with a copy to:	Office of the City Attorney One Manchester Boulevard Inglewood, CA 90301 Attention: City Attorney
with a copy to: (and shall not constitute notice to City)	Kane, Ballmer & Berkman 515 S. Figueroa Street, Suite 1850 Los Angeles, CA 90071 Attention: Royce K. Jones
Developer:	Murphy's Bowl LLC PO Box 1558 Bellevue, WA 98009-1558 Attention: Brandt A. Vaughan
with a copy to: (and shall not constitute notice to Developer)	Wilson Meany Four Embarcadero Center, Suite 3330 San Francisco, CA 94111 Attention: Chris Meany
with a copy to: (and shall not constitute notice to Developer)	Helsell Fetterman LLP 1001 Fourth Avenue, Suite 4200 Seattle, WA 98154 Attention: Mark Rising
with a copy to: (and shall not constitute notice to Developer)	Coblentz Patch Duffy & Bass LLP One Montgomery Street, Suite 3000 San Francisco, CA 94104 Attention: Matthew Bove

B. [§ 602] Conflicts of Interest

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

Developer warrants that it has not paid or given, and will not pay or give, any third-party any money or other consideration for obtaining this Agreement from the City, other than brokers, if any.

C. [§ 603] Nonliability of City Officials and Employees

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

D. [§ 604] Nonliability of Developer Members and Employees

No member, director, officer, partner, employee, or agent of Developer or any affiliate of Developer shall be personally liable to the City in the event of any default or breach by Developer or for any amount which may become due to the City or on any obligations under the terms of this Agreement.

E. [§ 605] Force Majeure; Extension of Time of Performance

In addition to specific provisions of this Agreement, the time period for performance by either party hereunder shall be extended where delays are due to or resulting from any cause beyond a party's reasonable control, including but not limited to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplies, acts of the other party, a failure of the National Basketball Association to grant a required approval which is not caused by a failure or default of Developer, acts or failure to act of the City or any other public or governmental agency or entity (other than an act or failure to act of the City which shall give rise to the delaying act described above), or an administrative appeal, judicial challenge, or filing an application for referendum relating to this Agreement or for any Project Approval or Subsequent Approval, even if development or construction activities are not stayed, enjoined, or otherwise prohibited (collectively a "**Challenge**") until the Challenge is finally resolved on terms satisfactory to Developer or the City or waived each in their sole discretion. An extension of time for any such cause shall be for the period of the delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of knowledge of the commencement of the cause. Times of performance under this Agreement, including all of the provisions of the Schedule of Performance, may also be extended in writing by the City Manager and Developer, and a party's consent to such extension shall not be unreasonably withheld, conditioned or delayed.

Wherever this Agreement refers to performance by a specific time, or in accordance with the Schedule of Performance, such times shall include any extensions pursuant to this Section 605. Subject to this Section 605, time is of the essence with respect to each provision of this Agreement.

F. [§ 606] Inspection of Books and Records

Prior to the issuance by the City of a Release of Construction Covenants for the development of the entire Site as contemplated by this Agreement, the City shall have the right at all reasonable times upon five (5) business days' written notice to inspect the books and records of Developer pertaining to the Site as pertinent to the purposes of this Agreement when needed by the City to: (1) determine the final Remediation Cost Adjustment to the Purchase Price, (2) establish the evidence of financing referred to in Section 226; (3) determine the Excess Purchase Price, if any; and (3) determine amounts necessary to cure under Section 318 and 319.

G. [§ 607] Approvals

Except where this Agreement expressly provides for an approval of either party in its sole discretion, approvals required of the City or Developer shall not be unreasonably withheld, conditioned or delayed.

H. [§ 608] No Third Party Beneficiaries

This Agreement is made and entered into for the sole protection and benefit of the City and Developer, and no other Person shall have any rights or causes of action against either the City or Developer hereon or hereunder nor shall any third party beneficiaries be established in any way by this Agreement. The City and Developer expressly acknowledge and agree they do not intend, by their execution of this Agreement, to benefit any Persons not signatory to this Agreement, including, without limitation, any brokers that may represent the parties to this transaction.

I. [§ 609] Attorneys' Fees

If any litigation is commenced between the parties to this Agreement concerning any provision of this Agreement, including all attachments hereto, or the rights and obligations of any party, the parties to this Agreement hereby agree that the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted by the court, to a reasonable sum as and for its attorneys' fees in that litigation which shall be determined by the court in that litigation or in a separate action brought for that purpose.

J. [§ 610] Counterparts

This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

K. [§ 611] Severability

Except as is otherwise specifically provided for in any Development Agreement entered into between the City and Developer, the invalidation of any provision of this Agreement, or of its application to either party, by judgment or court order shall not affect any other provision of this Agreement or its application to any party or circumstance, and the remaining portions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as

invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the fundamental purposes of this Agreement.

VII. [§ 700] SPECIAL PROVISIONS

A. [§ 701] Employment and Training Agreement

Notwithstanding anything contained in this Agreement to the contrary, Developer hereby agrees to comply and/or cause the compliance with the contracting as well as employment and training requirements set forth in the Employment and Training Agreement, which is attached to this Agreement as **Attachment No.** 7.

[Coordinate with Development Agreement/Public Benefit provisions]

B. [§ 702] Relocation of City Well

City shall relocate the City-owned and operated potable water well from its existing location on the City Parcels as set forth on **Attachment No. 1** (the "**Existing Well Site**"), to its new location, off of the City Parcels, also as set forth on **Attachment No. 1** (the "**New Well Site**"), at Developer's sole cost and expense. The construction of such new well improvements shall be in substantial accordance with plans, specifications and budget prepared by the City and approved by Developer. The City acknowledges and agrees that the decommissioning of the Existing Well Site shall occur prior to Closing and shall be completed by the City within the time period set forth in the Schedule of Performance, so that Developer may complete the demolition of the Existing Well Site after Closing within the time period set forth in the Schedule of Performance. The City shall complete the construction of the new well improvements on the New Well Site shall occur after Closing within the time period set forth in the Schedule of Performance. The City shall terminate all agreements relating to the Existing Well Site within the time period set forth in the Schedule of Performance, including, without limitation, all agreements with West Basin Municipal Water District relating to the Existing Well Site. ***[Confirm decommissioning/demolition/completion timing. Separate reimbursement agreement for these costs?]***

C. [§ 703] Point of Sale

To the extent legally permissible, Developer shall designate, and shall use commercially reasonable efforts to cause its contractors, subcontractors, vendors and other third parties under its control or with whom it enjoys privity of contract to designate the City of Inglewood as the point of sale for California sales and use tax purposes (to the extent the payment of sales and use tax is required by applicable law), for all purchases of materials, fixtures, furniture, machinery, equipment and supplies for the development of the Project Site during construction thereof. ***[Further review/revision required]***

VIII. [§ 800] ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement shall be executed in five (5) duplicate originals each of which is deemed to be an original. This Agreement includes [_____ (__)] pages and [_____ (__)] attachments which constitute the entire understanding and agreement of the parties.

This Agreement constitutes the entire agreement of the parties hereto with respect to the disposition of the Project Site to Developer and integrates all of the terms and conditions mentioned herein or incidental hereto, and all agreements or understandings or representations between the parties. This Agreement supersedes the ENA and all negotiations or previous agreements between the parties related to the ENA.

None of the terms, covenants, agreements or conditions set forth in this Agreement shall be deemed to be merged with the Grant Deed and this Agreement shall continue in full force and effect with respect to the Project Site from the date on which this Agreement is executed by the City until a Release of Construction Covenants is recorded for the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and Developer.

This Agreement and any provisions hereof may be amended by mutual written agreement by Developer and the City and such amendment shall not require the consent of any other fee owner, tenant, lessee, easement holder, licensee, or any other person or entity having an interest in the Project Site. The City Manager and Developer may approve minor amendments to this Agreement (which shall not include changes related to monetary contributions or payments by Developer) by written agreement without a public hearing to the extent permitted by applicable laws, statutes, rules and regulations, including without limitation Government Code Section 65868; provided however, the City Manager shall have the discretion to seek such approval by the City Council.

IX. [§ 900] TIME FOR ACCEPTANCE OF AGREEMENT BY THE CITY; DATE OF AGREEMENT

This Agreement, when executed by Developer and delivered to the City, must be authorized, executed and delivered by the City to Developer within thirty (30) days after this Agreement is signed by Developer, or the offer to enter into this Agreement may be revoked by Developer on written notice to the City. This Agreement shall be effective as of the Effective Date.

THE CITY:

CITY OF INGLEWOOD,
a municipal corporation

Dated: _____

By: _____
James T. Butts, Jr.
Mayor

DEVELOPER:

MURPHY'S BOWL LLC,
a Delaware limited liability company

Dated: _____

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM AND LEGALITY:

KENNETH R. CAMPOS
City Attorney

By: _____
Kenneth R. Campos, Esq.

APPROVED:

KANE, BALLMER AND BERKMAN
City Special Counsel

By: _____
Royce K. Jones, Esq.

ATTEST:

YVONNE HORTON
City Clerk

By: _____
Yvonne Horton

DISPOSITION AND DEVELOPMENT AGREEMENT

by and between

THE CITY OF INGLEWOOD,

City,

and

MURPHY'S BOWL LLC,

Developer.

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ATTACHMENTS

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into by and between the CITY OF INGLEWOOD, a municipal corporation (the "**City**") and MURPHY'S BOWL LLC, a Delaware limited liability company (the "**Developer**"). This Agreement is dated as of the date the City executes this Agreement (the "**Effective Date**"). The City and Developer agree as follows:

RECITALS

[NOTE: ALL RECITALS UNDER REVISION]

[LISTNUM OutlineDefault\l 2] The City, the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency, a public body, corporate and politic (the "**Successor Agency**"), and the Inglewood Parking Authority, a public body, corporate and politic (the "**Authority**") are parties to that certain Amended and Restated Exclusive Negotiation Agreement dated as of August 15, 2017 (the "**ENA**") with respect to the proposed disposition and development of certain real property described in the ENA.

[LISTNUM OutlineDefault\l 2] The subject matter of this Agreement are those certain real properties referred to in this Agreement collectively as the "**Project Site**" and generally depicted on the "**Depiction of the Project Site**" attached hereto as **Attachment No. 1**. The "**Project Site**" is comprised of the "**Arena Site**", the "**West Parking Garage Site**", the "**East Transportation Site**" and the "**Hotel Site**", each of which are generally depicted on **Attachment No. 1**.[FIX ATTACHMENT ONE]

[LISTNUM OutlineDefault\l 2] The City owns certain real properties within the Project Site which are referred to collectively as the "**City Parcels**" and more particularly identified and legally described in the "**City Parcels Legal Description**" attached hereto as **Attachment No. 2-A**. Certain right-of-way areas within the Project Site are also owned by the City and various private property owners (the "**Private Owners**") which are referred to collectively as the "**Right-Of-Way Areas**" and more particularly identified and legally described in the "**Right-Of-Way Areas Legal Description**" attached hereto as **Attachment No. 2-B**. Certain airspace parcels within the Project Site are owned by the City and Private Owners which are referred to collectively as the "**Pedestrian Bridge Airspace**" and more particularly identified and legally described in the "**Pedestrian Bridge Airspace Legal Description**" attached hereto as **Attachment No. 2-C**. For the purposes of this Agreement, the City Parcels shall include all of the City's right, title and interest in the Right-of-Way Areas and the Pedestrian Bridge Airspace.

[LISTNUM OutlineDefault\l 2] Private Owners own certain real properties within the Arena Site which are referred to collectively as the "**Private Parcels**" and more particularly

identified and legally described in the "**Private Parcels Legal Description**" attached hereto as **Attachment No. 2-D**. None of the Private Parcels contain churches or occupied residences.

[LISTNUM OutlineDefault\l 2] The City has long pursued a comprehensive plan of economic redevelopment of the City Parcels. Despite such effort, the City Parcels have remained undeveloped. The City has continuously invested in the beautification of and redevelopment along Century Boulevard and desires to continue those efforts by providing access to recreation to its residents in the form of spectator sports, specifically basketball. The Arena Site is calculated to promote the recreation and enjoyment of the public.

[LISTNUM OutlineDefault\l 2] The Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site are each proposed to be conveyed to Developer. However, it is anticipated that the Hotel Site will be developed by a third party and the other sites developed by Developer, subject to and in accordance with the terms and conditions of this Agreement (such development is collectively referred to as the "**Project**"), including as described in the Scope of Development and the Basic Site Plan Drawings.

[LISTNUM OutlineDefault\l 2] The Arena Site is proposed to be used for an 18,000-fixed-seat arena suitable for National Basketball Association ("**NBA**") games, with up to 500 additional temporary seats for other sports or entertainment events. The Arena Site is also comprised of approximately 915,000 sf of space including the main performance and seating bowl, as well as ancillary and incidental uses such as restaurant food service and retail space, and concourse areas. The Arena Site would include an integrated team practice and training facility of approximately 85,000 sf, a sports medicine clinic of approximately 25,000 sf, and Los Angeles (LA) Clippers team offices and other philanthropic activities of approximately 71,000 sf of space. Also on the Arena Site would be a 650-space parking garage for premium ticket holders, VIPs, and certain team personnel.

[LISTNUM OutlineDefault\l 2] The West Parking Garage Site is proposed to be used for a six-story, 3,110-space parking garage with entrances and exits on West Century Boulevard and South Prairie Avenue, including a new publicly accessible access road that would connect West 101st Street and West Century Boulevard on the western property boundary of the West Parking Garage Site.

[LISTNUM OutlineDefault\l 2] The East Transportation Site is proposed to be used for a three-story structure on the south side of West Century Boulevard, east of the Arena Site. The first level of this structure would serve as a transportation hub, with bus staging for coach/buses, mini buses, and car spaces for Transportation Network Company (TNC) drop-off/pick-up and queuing. The second and third levels of the structure would provide 365 parking spaces for arena and retail visitors and employees.

[LISTNUM OutlineDefault\l 2] The Hotel Site is proposed to be used for an up to 150-room limited service hotel and associated parking.

[LISTNUM OutlineDefault\l 2] The Project seeks no public funding, with Developer incurring all costs of site assembly, development and construction. Completion of the Project will solidify Inglewood's position as a major destination in California by extending the Los Angeles Stadium Entertainment District to the south with a powerful and complementary NBA arena. Moreover, the combined event days in the district will make for a much more sustainable base for local businesses and employment opportunities. In addition to the significant public benefits included in the Development Agreement (as described below), the Project will materially increase property tax, ticket tax and sales tax revenues to the City, as well as create highly skilled jobs that pay prevailing wages and living wages and will employ a skilled and trained workforce. Therefore, by accomplishing all of these actions, the Project is calculated to promote recreation and enjoyment for the public in the form of spectator sports, specifically basketball.

[LISTNUM OutlineDefault\l 2] The Project will incorporate environmental sustainability objectives, including achieving LEED Gold certification, a "net zero" greenhouse gas emission standard for development of the Project, and taking other measures to benefit the environment, improve energy efficiency, and enhance the health and well-being of building occupants and users.

[LISTNUM OutlineDefault\l 2] On _____ __, ____, at a duly noticed public hearing, the City Council of the City of Inglewood, as the lead agency for purposes of the California Environmental Quality Act of 1970, as amended from time to time (California Public Resources Code, Section 2100 *et seq.*, hereinafter referred to as "**CEQA**"), reviewed and considered the Inglewood Basketball and Entertainment Center Environmental Impact Report for the Project (the "**FEIR**") and the Planning Commission's recommendations related thereto. Thereafter, the City Council certified the FEIR as adequate and complete and made findings in connection therewith pursuant to Resolution No. _____. The FEIR required mitigation measures as part of a mitigation monitoring and reporting plan (the "**MMRP**"), which was adopted by the City Council under Resolution No. _____. The FEIR has served as the environmental documentation for the City's consideration and approval of this Agreement and the transactions contemplated by this Agreement.

[LISTNUM OutlineDefault\l 2] The City and Developer desire to enter into a certain development agreement relating to the Project Site (the "**Development Agreement**") which establishes certain development rights in the Site for the benefit of Developer and provides for certain vested rights. The Development Agreement also provides for substantial public benefits to the City beyond those it could expect from the Project in the absence of the Development Agreement. Such public benefits can be found and are more specifically described in Exhibit C to the Development Agreement.

[LISTNUM OutlineDefault\l 2] The City has adopted certain conforming General Plan and Specific Plan amendments, the Overlay District, and the SEC Development Guidelines, and other documents to implement the Project which, together with approval of other on-site

improvements contemplated thereby, and more particularly defined in the Development Agreement (**"Project Approvals"**).

[LISTNUM OutlineDefault\l 2] The City and Developer now wish to enter into this Agreement for the disposition and development of the Project Site, subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the City and Developer agree as follows:

I. [§ 100] SUBJECT OF AGREEMENT

A. [§ 101] Purpose of this Agreement

The purpose of this Agreement is to provide for the proposed development of an arena on the Arena Site for the use, recreation, and enjoyment of the public, as well as certain ancillary uses on the Project Site (the **"Improvements."**) The development proposal consists of the sale of the City Parcels, along with the potential acquisition and sale of the Private Parcels within the Arena Site (subject to and in accordance with the provisions of Section 202, *et seq.*) . Developer proposes to construct the Improvements, as well as certain off-site improvements (the "**Public Infrastructure**"). The sale and development of the Project Site pursuant to this Agreement, and the fulfillment generally of this Agreement promotes the use, recreation, and enjoyment of the Project Site by the public, are in the vital and best interest of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable Federal, State, and local laws and requirements.

B. [§ 102] Project Site

As described in [Recital B?] above, the Project Site is comprised of the Arena Site (which includes the Private Parcels), the West Parking Garage Site, the East Transportation Site and the Hotel Site. The entire Project Site is located within the City of Inglewood. It is expressly understood and agreed by the parties hereto that as of the Effective Date, the City does not hold legal or equitable title to the Private Parcels described on **Attachment No. 2-D**, which are a portion of the Arena Site. Subject to the provisions of Section 202, *et seq.*, the City shall attempt to acquire fee simple absolute title to and all possessory rights, including but not limited to any leasehold or possessory interest or right of acquisition (purchase option), in the Private Parcels by negotiated purchase, or in its sole and absolute discretion, elect to acquire such parcels by exercise of its power of eminent domain, recognizing that all of the Private Parcels are within the Arena Site and none of the Private Parcels contain churches or occupied residences. However, notwithstanding any provision contained in this Agreement to the contrary, the City shall not have any obligation to acquire any Private Parcels.

C. [§ 103] Parties to this Agreement

1. [§ 104] City

The City is a charter city and municipal corporation, organized and existing pursuant to the Constitution and laws of the State of California.

2. [§ 105] Developer

Developer is MURPHY'S BOWL LLC, a Delaware limited liability company. Wherever the term "Developer" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

D. [§ 106] Prohibition Against Transfer and Change in Control of Developer

Developer represents and agrees that its acquisition of the Project Site and its other undertakings pursuant to this Agreement are for the purpose of development of the Project Site and not for speculation in land holding.

The qualifications and identities of Developer and its owners are of particular concern to the City. It is because of those unique qualifications and identities that the City will enter into this Agreement with Developer and impose certain restrictions on any Transfer or Change of Control of Developer until the City issues a Release of Construction Covenants as to each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, respectively. Accordingly, no voluntary or involuntary successor in interest to Developer shall acquire any rights or powers in the Project Site or under this Agreement except as expressly set forth herein.

Prior to the issuance of a Release of Construction Covenants, Developer shall not Transfer the Arena Site, the West Parking Garage Site, the East Transportation Site, the Hotel Site (subject to the provisions of Section 322), or any portion thereof, or any interest therein, or assign all or any part of this Agreement, to a third party (a "**Transferee**") without the prior written approval of the City, which such approval shall be given within fifteen (15) City-business days if, in the reasonable determination of the City, the proposed Transferee has the qualifications of a developer (including experience, character and financial capability) necessary to develop that portion of the Project Site which is proposed to be Transferred. However, notwithstanding the foregoing, the City's consent shall not be required for any assignment of this Agreement (a) where Developer, or an Affiliate of Developer, is the controlling shareholder, general partner or managing member owning at least a fifty-one percent (51%) share or interest in the proposed Transferee or (b) to any Person who is a successor to LA Clippers LLC, a Delaware limited liability company ("**LA Clippers LLC**") by merger, consolidation or the purchase of all or substantially all of LA Clippers LLC's assets or equity interests. Notwithstanding anything to the contrary in this Agreement, in the event of the death or incapacity of any individual who directly or indirectly controls Developer prior to the recordation of the last Release of Construction Covenants pertaining to the Project Site, all times

for performance by Developer hereunder, including the times for Developer's performance set forth in the Schedule of Performance, may be extended at the sole discretion of Developer upon written notice to the City for a period of up to two (2) years.

For purposes of this Agreement, (i) "**Transfer**" shall mean any sale, transfer, assignment, conveyance, gift, hypothecation, or the like of the Project Site or Developer or any portion thereof or any interest therein or of this Agreement; notwithstanding the foregoing, from and after the conveyance of the Project Site to Developer, "**Transfer**" shall expressly exclude: (a) grants of leases, licenses or other occupancy rights for buildings or other improvements which will be part of the Project; (b) grants of easements or other similar rights granted in connection with the development or operation of the Project or Project Site; (c) the placement of mortgages or deeds of trust on the Project Site except as specifically and otherwise required by this Agreement; (d) the exercise of any remedies of any lender holding a mortgage or deed of trust on the Project Site; or (e) the removal of a general partner or managing member by the exercise of remedies under any form of operating or partnership agreement, (ii) "**Affiliate**" shall mean, as to any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company or other legal entity or organization (each, a "**Person**"), any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person, (iii) "**control**" shall mean, directly or indirectly, and either individually or in concert with any Immediate Family Members, (a) the ownership of more than fifty percent (50%) of the voting securities or other voting interests of any Person, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise, and (iv) "**Immediate Family Members**" shall mean, and be limited to, with respect to any individual, (a) such natural person's then-current spouse, children, grandchildren and other lineal descendants of such natural person, (b) any trust or estate of which the primary beneficiaries include such natural person and/or one or more of the persons described in the foregoing clause (iv)(a), or (c) any corporation, partnership, limited liability company or other entity that is 100% owned by one or more of the Persons described in the foregoing clauses (iv)(a) and (iv)(b).

If, in violation of this Agreement, Developer (i) Transfers this Agreement or any of the rights herein or (ii) Transfers the Arena Site, the West Parking Garage Site, the East Transportation Site, the Hotel Site, any portion thereof or any interest therein, prior to the issuance of the Release of Construction Covenants for such Transferred portion of the Project Site, the City shall be entitled to the Excess Purchase Price resulting from such Transfer. The "**Excess Purchase Price**" shall be the amount that the consideration paid to Developer for such property transferred exceeds (a) the amount of the Purchase Price and/or Acquisition Costs paid by Developer for such property transferred and (b) the cost of the Improvements developed thereon (and any related Public Infrastructure), including applicable carrying charges and all costs related thereto. If Developer is required to pay an Excess Purchase Price to the City and such Excess Purchase Price has not been paid to the City within ten (10) business days following such transfer, the City shall have a lien on the Project Site for the entire amount of the Excess Purchase Price. Any such lien shall be subordinate and subject to mortgages, deeds of trust or

other security instruments executed for the sole purpose of obtaining funds to acquire the Site and/or construct the Improvements and Public Infrastructure as authorized herein.

Except for Transfers duly executed and deemed approved by the City as provided above, Developer covenants and agrees that prior to issuance by the City of the last Release of Construction Covenants pertaining to the Project Site there shall be no Change in Control of Developer by any method or means (except as the result of death or incapacity), without the prior written approval of the City, provided, however, such approval shall be given within five (5) business days if, in the reasonable determination of the City, Developer after the Change in Control will have the qualifications of a developer (including experience, character and financial capability) necessary to develop the Arena Site, the West Parking Garage Site, the East Transportation Site, or the Hotel Site, as applicable.

Developer shall promptly notify the City of any proposed Change in Control. This Agreement may be terminated by the City as to the affected portion of the Project Site if there is any Change in Control (voluntary or involuntary, except as the result of death or incapacity) of Developer in violation of this Agreement prior to the issuance of the applicable Release of Construction Covenants.

For purposes of this Agreement, "**Change in Control**" shall mean the issuance or Transfer of ownership interests in Developer, when, as a result of such issuance or Transfer, either (i) one or more Persons other than Steven A. Ballmer, Connie E. Ballmer, any of their children, grandchildren or other lineal descendants, or any Affiliates of any of the foregoing individuals becomes the direct or indirect owner of more than a controlling ownership interest in Developer, or (ii) Steven A. Ballmer, Connie E. Ballmer, any of their children, grandchildren or other lineal descendants, or any Affiliates of any of the foregoing individuals no longer holds a controlling ownership interest in Developer.

Any permitted or approved Transfer shall relieve Developer from any obligations under this Agreement arising from and after such Transfer, and City shall acknowledge in writing the foregoing release.

Consistent with the provisions of Section 320, the restrictions of this Section 106 shall terminate upon issuance by the City of a Release of Construction Covenants as to the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable.

This Agreement shall not be assigned by the City without the prior written consent of Developer. The City shall not voluntarily transfer, lease, license and/or encumber any portion of the Project Site during the term of this Agreement to any Person.

E. [§ 107] City Representations

The City represents, warrants and covenants to Developer as follows:

(i) The City is a municipal corporation operating in accordance with the laws of the State of California and is authorized and qualified to own the City Parcels. Further, the City (x) has complete and full authority to execute this Agreement and agrees to use good faith efforts to convey to Developer good and marketable fee simple title to the City Parcels as and when required under the terms and conditions of this Agreement, (y) will execute and deliver such other documents, instruments, agreements, including (but not limited to) affidavits and certificates, as are necessary to effectuate the transaction contemplated by this Agreement, and (z) will take all such additional action reasonably necessary or appropriate to effect and facilitate the transaction contemplated by this Agreement. The City further represents and warrants that the persons signing this Agreement on behalf of the City are duly qualified and appointed representatives of the City and have all requisite power and authority on behalf of the City to cause the City to enter into this Agreement as a valid, binding and enforceable obligation of the City.

(ii) The City has not received any notice of, and has no knowledge of, any pending or threatened taking or condemnation of the City Parcels or any portion thereof.

(iii) Upon the date scheduled for conveyance to Developer in the Schedule of Performance, the City Parcels and any Private Parcels acquired in fee by the City will be free of any leasehold interest, right of possession or right of acquisition or claim of right of possession or right of acquisition of any party other than the City, and all mortgages, encumbrances, liens (whether statutory or otherwise), security interests or other security devices or arrangements of any kind or nature whatsoever. The City will not sell, encumber, convey, assign, pledge, lease or contract to sell, convey, assign, pledge, encumber or lease all or any part of the City Parcels (or the Private Parcels, if and when possession is obtained or acquired in fee by the City, as applicable) after the Effective Date and prior to the date of conveyance to Developer.

(iv) Neither the entry into this Agreement nor consummation of the transactions contemplated hereby will constitute or result in a violation or breach by the City of any judgment, order, writ, injunction or decree issued against or imposed upon it, or any agreement or other instrument to which the City is a party or by which the City or any of its respective properties are bound, or will result in a violation of any applicable law, order, rule or regulation of any governmental authority.

F. [§ 108] Developer Representations

Developer represents, warrants and covenants to the City as follows:

(i) Developer is a limited liability company, duly organized and in existence in accordance with the laws of the State of Delaware, and is in good standing under the laws of the State of California, and is authorized and qualified to own and develop the Project Site in accordance with this Agreement. Further, Developer (x) has complete and full authority to execute this Agreement and to accept conveyance from the City and develop the Project Site in accordance with the terms and conditions of this Agreement,

(y) will execute and deliver such other documents, instruments, agreements, including (but not limited to) affidavits and certificates, as are necessary to effectuate the transaction contemplated by this Agreement, and (z) will take all such additional action reasonably necessary or appropriate to effect and facilitate the transaction contemplated by this Agreement. Developer further represents and warrants that the person signing this Agreement on behalf of Developer is a duly qualified and appointed representative of Developer and has all requisite power and authority on behalf of Developer to cause Developer to enter into this Agreement as a valid, binding and enforceable obligation of Developer. The Developer shall be responsible for performing its due diligence with respect to the title condition of the Project Site.

(ii) Neither the entry into this Agreement nor consummation of the transactions contemplated hereby will constitute or result in a violation or breach by Developer of any judgment, order, writ, injunction or decree issued against or imposed upon it, or any agreement or other instrument to which Developer is a party or by which Developer or any of its respective properties are bound.

(iii) Developer does not have any contingent obligations or any contractual agreements which could materially adversely affect the ability of Developer to carry out its obligations hereunder.

(iv) To the best of Developer's knowledge, no attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, receivership or other similar proceedings are pending or threatened against Developer, nor are any of such proceedings contemplated by Developer.

G. [§ 109] Special Limited Obligations

Any obligation of the City hereunder shall be a special limited obligation, which is not and shall not be a pledge of or an obligation payable through the City's general fund, and any recovery against the City in connection with this Agreement or the transactions contemplated by this Agreement shall be limited to the City's interest in the City Parcels and the proceeds therefrom. Accordingly, nothing in this Agreement shall require or be deemed to require the City to expend or commit to expend monies from its general fund to satisfy any of the obligations set forth in this Agreement, subject to the City's obligation to expend monies provided by Developer for the specific purposes hereunder and under such other agreements with the City (*e.g.*, the Acquisition Deposit).

H. [§ 110] Attachments Incorporated

All attachments to this Agreement, or agreements entered into by the City and Developer substantially in the form of such attachments, as now existing and as the same may from time-to-time be modified by agreement of the City and Developer, are incorporated herein by this reference.

II. [§ 200] DISPOSITION OF THE PROJECT SITE

A. [§ 201] Sale and Purchase of City Parcels

In accordance with and subject to all the terms, covenants, and conditions of this Agreement, the City agrees to sell to Developer and Developer agrees to purchase the City Parcels. Developer shall pay to the City as the purchase price for the City Parcels a Purchase Price of [_____ ($___,000)] (the "**Purchase Price**"). The sale of the City Parcels shall be subject to satisfaction of all conditions precedent as set forth in this Agreement and shall be within the applicable time frame set forth in the "**Schedule of Performance**", attached hereto as **Attachment No. 4**. However, nothwithstanding the foregoing, the parties acknowledge and agree that the Purchase Price shall be subject to the approval rights and requirements of the FAA and LAWA, and the disposition requirements for the former Successor Agency properties as provided for in the California redevelopment dissolution law (the "**Public Approval Process**").

The City has determined that the Purchase Price represents the appraised fair market value of the City Parcels [confirm- CONFIRMED (as defined in California Code of Civil Procedure Section 1263.320)] pursuant to an independent third party appraisal, without taking into account the cost of any remediation of Hazardous Materials. If the Closing Date occurs after August 31, 2021 and on or before August 31, 2022, then the Purchase Price shall be increased to [_____ ($___,000)] *[103% of existing Purchase Price]* (the "**Adjusted Purchase Price**"), subject to the Public Approval Process If the Closing Date occurs after August 31, 2022, the City and Developer shall agree upon the appraisal instructions for an updated appraisal, each shall select a suitably qualified independent appraiser, such two appraisers shall select a third suitably qualified independent appraiser, and the Purchase Price shall be the average of the three appraisals submitted by such appraisers (the "**Revised Purchase Price**"), which determination shall be made not less than sixty (60) days prior to the Closing Date. The Revised Purchase Price shall also be subject to the Public Approval Process.

Notwithstanding the foregoing, the Purchase Price, as determined in accordance with the the Public Approval Process, shall be subject to reduction to the extent of any reasonable costs associated with any remediation of Hazardous Materials required for the City Parcels actually paid by Developer, in accordance with the terms and conditions of this Agreement and in compliance with applicable laws, statutes, rules and regulations and such reasonable procedures established by the City (the "**Remediation Cost Adjustment**"). In order to implement the provisions of this paragraph, and without limiting the duties of Developer with respect to Hazardous Materials pursuant to this Agreement, Developer shall promptly following the Effective Date, perform such environmental site assessments to determine whether any remediation of Hazardous Materials required for the City Parcels, as well an assessment of the cleanup methods, costs and logistics of such remediation (the "**Remediation Plan**"). The Remediation Plan shall be subject to the review and approval of the City Manager. The City and Developer shall include in the escrow instructions provisions for the holdback from the Purchase Price of the estimated Remediation Cost Adjustment (plus a ten percent (10%) contingency), as set forth in the Remediation Plan. Such escrow instructions shall further require that any balance

of the holdback amount remaining after completion by Developer of any required Hazardous Materials remediation required by this Agreement for the City Parcels be paid to the City; with Developer being solely responsible for all costs of any remediation of Hazardous Materials for the City Parcels in excess of the Remediation Cost Adjustment and ten percent (10%) contingency.

B. [§ 202] Acquisition of Private Parcels

Prior to the Effective Date, Developer utilized reasonable good faith efforts to acquire the Private Parcels. Despite such efforts, Developer has been unable to either acquire the Private Parcels or to enter into a contract for the acquisition of the Private Parcels. The City may in its sole and absolute discretion attempt to acquire the Private Parcels and shall comply with all statutory and legal requirements applicable to the City's acquisition of the Private Parcels.

Upon the City's voluntary acquisition of any of the Private Parcels, the City shall promptly close escrow the applicable Private Parcel(s) and record its title to such parcel in the property records of the Los Angeles County Recorder's Office and, contingent upon Developer's satisfaction of the conditions precedent contained herein, the applicable Private Parcel(s) shall be conveyed to Developer by Grant Deed, in the form attached to this Agreement as **Attachment No. 7-B**, subject to Code of Civil Procedure section 1245.245. The conveyance of the applicable Private Parcel(s) shall take place at the same time and in the same manner as the City Parcels as set forth in this Agreement.

1. [§ 203] Election to Acquire by Eminent Domain

If the City's good faith negotiations are unsuccessful as to any of the Private Parcels, the City may in its sole and absolute discretion, schedule, notice and hold a public hearing at which the City may consider the adoption of one or more resolutions of necessity (a "**Resolution of Necessity**") authorizing the acquisitionby eminent domain of any of the Private Parcels not voluntarily acquired (the "**Nonvoluntary Parcels**") Following such public hearing, the City will determine in its sole and absolute discretion whether or not to adopt Resolutions of Necessity and to proceed with eminent domain to acquire the Nonvoluntary Parcels. Developer expressly acknowledges, understands and agrees that the City undertakes no obligation to adopt any Resolution of Necessity, and the City makes no commitment to Developer regarding any findings and determinations the City may need to make in connection therewith. If the City does not acquire all of the Private Parcels by negotiated purchase and does not adopt, in its sole and absolute discretion, Resolutions of Necessity for all of the Private Parcels within **[four (4)] months following the Effective Date or as reasonably possible?**, neither the City nor Developer shall be in default under this Agreement, but Developer shall have the right to terminate this Agreement pursuant to Section 510.

2. [§ 204] Acquisition by Eminent Domain

If the City approves one or more Resolutions of Necessity and elects to exercise its power of eminent domain to acquire any Private Parcels, any such eminent domain proceedings shall be

promptly filed following the approval of a Resolution of Necessity, and the City shall diligently exercise reasonable efforts to prosecute any such eminent domain proceedings(s) to completion and obtain fee simple absolute title to the subject Private Parcels.

If the City exercises its power of eminent domain it shall: (i) exercise reasonable efforts to apply for and obtain, at the earliest practicable time, a judicial order or orders authorizing the City to take prejudgment possession of the Private Parcels (the "**Order(s) of Prejudgment Possession**") prior to entry of Final Judgments in Condemnation (the "**Final Judgment(s)**") and Final Order(s) of Condemnation (the "**Final Order(s)**"); and (ii) comply with all applicable provisions of the California Relocation Assistance Law (California Government Code Section 7260 et seq.), all State and local regulations implementing such law, and all other applicable relocation laws and regulations (collectively "**Relocation Laws**"). Any and all eligible expenses incurred in accordance with California Government Code Section 7262, relating to the displacement and/or relocation of any "displaced persons" (as defined in California Government Code Section 7260(c)(1)) from the Private Parcels, and any reasonable costs incurred by the City in retaining a relocation consultant, shall be paid by Developer.

Upon obtaining any Orders of Prejudgment Possession, the City shall, upon the written request of Developer, process and sign any required final parcel and subdivision maps, lot line adjustments, and/or mergers, in its capacity as deemed record title owner of the Private Parcel pursuant to California Government Code Section 66465.

If the City obtains possession of a Private Parcel pursuant to an Order for Prejudgment Possession, [subject to all other conditions of closing?], the City agrees to grant to Developer, and Developer shall accept, possession of such Private Parcel under the Orders of Prejudgment Possession ("**Prejudgment Possession**") on the Closing Date pursuant to a Grant Deed substantially in the form attached hereto as **Attachment No. 7-B**, as may be reasonably modified to reflect the conveyance of Prejudgment Possession and shall be subject to Code of Civil Procedure Section 1245.245. The City shall also diligently proceed with such eminent domain proceedings to obtain the applicable Final Judgment(s) and Final Order(s). Upon obtaining and recording the Final Order(s), the City shall transfer to Developer, and Developer shall accept, fee simple absolute title to the subject Private Parcel(s) pursuant to a Grant Deed substantially in the form attached hereto as **Attachment No. 7-B, as referenced above, as may be reasonably modified to reflect fee title.** If the City, despite such diligent efforts, is unable to obtain a Final Order for any of the Private Parcels for which an Order of Prejudgment Possession has been issued, Developer shall nonetheless be responsible for the Acquisition Costs related to such Private Parcel(s) and Developer shall waive any claims against the City arising from the City's inability to obtain a Final Order for such Private Parcel(s).

3. [§ 205] Payment of Acquisition Costs

Developer shall pay to the City all reasonable direct and indirect costs and expenses incurred by the City in connection with the acquisition of the Private Parcels, conveyance to Developer, and any and all relocation costs attributable to such acquisitions (collectively, the "**Acquisition Costs**"). The Acquisition Costs shall include, without limitation:

(a) appraisal fees, litigation guarantees, right-of-way and consultant fees, title reports and any costs related to any environmental assessment activity including any reports and property access costs;

(b) preparation of documents for public hearing on Resolutions of Necessity, including without limitation, attorneys' fees and cost of publishing notice;

(c) the deposit of probable compensation to the extent necessary;

(d) the total amount paid to owners and occupants of the Private Parcels, including the price paid to acquire any and all interests in the Private Parcels including without limitation amounts paid, if any, for the fee interest in the land and improvements, leaseholds, tenant improvements, furnishings, fixtures and equipment, leasehold bonus value, precondemnation damages, and loss of business goodwill;

(d) relocation assistance and benefits to any displaced person as required by Relocation Laws, and the City's payments to its relocation consultant;

(e) court costs and fees required to prosecute eminent domain proceedings, if any, including any cross-complaints or separate actions filed in response to the eminent domain proceedings, and any monies paid in settlement thereof or pursuant to a judgment in such proceedings;

(f) costs of litigation and trial incurred in prosecuting such eminent domain proceedings, including without limitation, preparation of pleadings, administrative record and any other required documentation, appraisers' fees, expert witness fees, court costs and attorneys' fees; and

(g) escrow fees, recording fees, title insurance fees, and all other costs incurred in connection with the acquisition of the Private Parcels by the City and conveyance to Developer.

4. [§ 206] Acquisition Deposit and Payments

Within ten (10) days after the Effective Date, Developer shall deposit with the City the sum of [$_____] ("**Acquisition Deposit**") which the City shall be authorized to draw upon to pay Acquisition Costs. If at any time the Acquisition Deposit is insufficient to cover reasonably anticipated future expenses, the City shall notify Developer in writing, and Developer shall deposit the necessary additional funds within ten (10) business (can this be shortened?) days.

The City shall hold the Acquisition Deposit in a separate interest-bearing account. Any unused portion of the Acquisition Deposit shall be promptly refunded to Developer following conveyance of fee title of the Private Parcels to Developer. The City shall prepare and maintain an accounting of the Acquisition Costs incurred and anticipated in connection with acquisition of

the Private Parcels and shall provide such information to Developer no less frequently than quarterly, and such accounting and estimate shall be provided together with each request the City makes for additional funds or upon Developer's written request; provided however, such request shall not be made more frequently than quarterly. Developer and/or Developer's consultants (identified in writing) shall be entitled to audit the City's books and records relating to the Acquisition Costs during normal business hours and following at least five (5) business days' prior written notice. The City shall reasonably cooperate with Developer to the extent required in connection with such audit, including, without limitation, providing copies of all invoices and other back-up information within its possession.

The City expressly reserves the right to suspend or abandon any condemnation proceeding if Developer fails to timely make a required deposit of funds in accordance with this Agreement within ten (10) business [can this be shortened?] days after receipt of a notice from the City of such failure. In such event, Developer shall pay any and all damages, claims or sanctions resulting from the City's suspension of such proceedings, including without limitation attorneys' fees, litigation expenses and damages which may be awarded in favor of a condemnee or payable to a condemnee pursuant to a court-approved settlement.

5. [§ 207] Consultation

Developer shall have the right to approve or disapprove any proposed settlement between the City and any Private Owner(s) and occupant(s), prior to finalization of any such settlement, regarding the acquisition of any Private Parcel(s). The City shall keep Developer apprised of all negotiations with Private Owners and occupants of the Private Parcels particularly with regard to any negotiated settlement of any eminent domain proceeding. The City shall promptly provide Developer with any proposed settlement offers, for Developer's approval consideration. If a proposed settlement offer is not approved by Developer, the City shall reject (or not propose, as the case may be) the settlement offer and shall prosecute the eminent domain proceeding, subject to the provisions of Section 208. The City agrees to consult with, and obtain the approval of, Developer prior to approving fee budgets or making any other commitment for costs for which Developer will be responsible as Acquisition Costs, including, without limitation, any Final Offers of Compensation delivered to the Private Owners and occupants of the Private Parcels.

6. [§ 208] Termination of the Proceeding

Once an eminent domain proceeding is filed, the City shall not formally abandon the proceeding without Developer's consent. At any time, Developer may request in writing that the City formally abandon any filed eminent domain proceeding. If Developer makes such a request, Developer shall remain responsible for all Acquisition Costs arising from such request up to the date of City's receipt of such request and the formal filing of an abandonmentnotice by the City, including, without limitation, any award of the condemnee's litigation expenses (the "**Termination Costs**"). Any remaining amount of the Acquisition Deposit after the City has paid all such Termination Costs will be promptly refunded to Developer. In the City's sole discretion, the City may continue to prosecute the proceeding after receipt of Developer's request

to abandon. In such event, Developer shall not be responsible for any Acquisition Costs incurred after receipt of Developer's request to abandon the proceeding.

7. [§ 209] Contact with Private Owners

Developer agrees that after the Effective Date, Developer shall not directly or indirectly contact any Private Owner of a Private Parcel. If any Private Owner of a Private Parcel contacts Developer, Developer shall promptly direct such Private Owner(s) to contact the City.

8. [§ 210] Escrow

The City and Developer agree to open an escrow account with Fidelity National Title Company (the "**Escrow Agent**") within the times provided in the Schedule of Performance. This Agreement shall constitute the joint escrow instructions of the City and Developer, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of the escrow account for the conveyance. The City and Developer shall provide such additional escrow instructions consistent with this Agreement as shall be necessary for such conveyance. The Escrow Agent hereby is empowered to act under such instructions, and upon indicating its acceptance thereof in writing delivered to the City and to Developer within five (5) days after opening of such escrow account, the Escrow Agent shall carry out its duties as Escrow Agent hereunder for such conveyance.

Upon delivery of the Grant Deeds for the Arena Site, and the Grant Deeds for each of the West Parking Garage Site, the East Transportation Site and the Hotel Site (collectively, the "**Ancillary Development Sites**") to the Escrow Agent by the City pursuant to Section 217 of this Agreement, the Escrow Agent shall record each Grant Deed in accordance with these escrow instructions for each such conveyance, provided that title to the entire Project Site (other than those parcels for which possession has been conveyed pursuant to an order for Prejudgment Possession) can be vested in Developer in accordance with the terms and provisions of this Agreement. The Escrow Agent shall also disclose and provide Developer with all pertinent documentary transfer tax information and costs prior to the close of escrow for each such conveyance. Any insurance policies governing the Project Site are not to be transferred.

Developer shall deposit into the escrow with the Escrow Agent before the Closing Date all fees, charges and costs necessary for the acquisition and conveyance of the Arena Site and the Ancillary Development Sites to Developer that are chargeable to Developer hereunder, promptly after the Escrow Agent has notified Developer of the amount of such fees, charges and costs for the escrow account. Such fees, charges and costs shall include, without limitation:

(1) One half of the escrow fee;

(2) All premiums for title insurance required by Developer in excess of a California Land Title Association ("**CLTA**") title insurance policy; and

(3) All notary fees required of Developer.

Developer shall also deposit the Purchase Price and any portion of the Acquisition Costs not previously paid with the Escrow Agent at the same time in accordance with the provisions of Section 218 of this Agreement.

With the exception of payment by the City of (i) one half of the escrow fee, (ii) the costs attributed to the CLTA title insurance policy for the conveyance, (iii) notary fees required of the City, and (iv) any State, County or City documentary or transfer tax, unless otherwise set forth herein, the City shall not be required to pay any costs, fees or charges in connection with the conveyance of the Arena Site and the Ancillary Development Sites and in no event shall the City's costs exceed the net amount of the Purchase Price actually received by the City after repayment of all applicable obligations to the FAA and LAWA, and any applicable taxing entities with regard to those City Parcels formerly owned by the Successor Agency. Unless otherwise specified in this Agreement, each party shall be responsible for the payment of its own legal fees.

The City shall timely and properly execute, acknowledge and deliver the Grant Deeds conveying to Developer title and/or possession (as applicable) to each of the parcels comprising the Arena Site andtitle to the Ancillary Development Sites in accordance with the requirements of Section 213, together with an estoppel certificate with regard to Developer and the obligations under this Agreement certifying: (i) that this Agreement is in full force and effect, (ii) that this Agreement has not been amended or modified, or if this Agreement has been amended or modified, identifying the amendments or modifications and stating their date and providing a copy or referring to the recording information, (iii) that the City is not aware of any default by Developer hereunder, or the occurrence of an event that with notice or the passage of time or both would be default by Developer hereunder if not cured (or if there is a default, a description of the nature of such default), and (iv) such other reasonable matters as may be requested. In addition, the City agrees to, from time to time, execute and deliver to any lender or prospective lender of Developer, or other applicable third-party, within ten (10) business days after a written request is made, such an estoppel certificate.

Upon the closing of escrow, the Escrow Agent is authorized to:

(1) Pay, and charge Developer for any fees, charges and costs payable under this Section 210. Before such payments are made, the Escrow Agent shall notify the City and Developer of the fees, charges and costs necessary to clear title ensure any applicable possessory interests acquired pursuant to an order for Prejudgment Possession and close escrow.

(2) Disburse funds and deliver each Grant Deed and other documents to the parties entitled thereto when the conditions of the escrow have been fulfilled by the City and Developer. The Purchase Price shall not be disbursed by the Escrow Agent unless and until it has recorded a Grant Deed for each of the Arena Site and the Ancillary Development Parcels and has delivered to Developer a title insurance policy insuring title and/or possession (as applicable) conforming to the requirements of Section 219 of this Agreement.

(3) Record any instruments delivered through this escrow if necessary or proper to vest title and/or possession (as applicable) in Developer in accordance with the terms and provisions of this Agreement, [the Arena Site Use Agreement (City Parcels), the Arena Site Use Agreement (Private Parcels)] and the FAA Restrictions.

All funds received in escrow shall be deposited by the Escrow Agent in a separate interest-earning escrow account with any state or national bank doing business in the State of California and reasonably approved by Developer and the City. Any interest earned on the funds shall be payable or credited to Developer with all interest adjustments made on the basis of a thirty (30) day month. Any payment of interest to Developer shall be made by check by the Escrow Agent. Developer shall also be fully responsible for any and all costs required to establish and/or maintain the separate interest-earning account.

If escrow is not in a position to close on or before the Closing Date, any party who then shall have fully performed the acts required to be performed before the conveyance of title andor possession (as applicable)to the Project Site to Developer may, in writing, demand the return of its money, papers, or documents from the Escrow Agent. No demand for return shall be recognized until five (5) days after the Escrow Agent (or the party making such demand) shall have mailed copies of such demand to the other party or parties at the address of its principal place of business. Objections, if any, shall be raised by written notice to the Escrow Agent and to the other party within such five (5) day period, in which event the Escrow Agent is authorized to hold all money, papers, and documents with respect to the Project Site until instructed by mutual agreement of the parties or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible.

If objections are raised as above provided for, the Escrow Agent shall not be obligated to return any such money, papers, or documents except upon the written instructions of the City and Developer, or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction. If no such objections are made within such five (5) day period the Escrow Agent shall immediately return the demanded money, papers, or documents.

Any amendment to the escrow instructions shall be in writing and signed by the City and Developer. At the time of any amendment the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

All communications from the Escrow Agent to the City or Developer shall be directed to the addresses and in the manner established in Section 601 of this Agreement for notices, demands, and communications between the City and Developer.

C. [§ 211] Conveyance of Title and Delivery of Possession

Conveyance to Developer of title to the Arena Site and the Ancillary Development Sites in accordance with the provisions of this Agreement shall be completed on or prior to the date specified in the Schedule of Performance or such later date mutually agreed to in writing by the

City and Developer and communicated in writing to the Escrow Agent (the "**Closing Date**"). [provided, however, Developer may extend the Closing Date set forth in the Schedule of Performance for up to twelve (12) months upon written notice to the City- review schedule of performance.]

Except as otherwise provided herein, title and/or possession (as applicable) of the Arena Site and title to the Ancillary Development Sites shall be delivered to Developer by the City concurrently with each such conveyance. Developer shall accept title andor possession (as applicable)to the Arena Site , and the Ancillary Development Sites on the Closing Date, subject to satisfaction of the conditions of closing set forth in this Agreement.

D. [§ 212] Forms of Deed

The City shall convey to Developer title andor possession (as applicable) to the Project Site in the condition required in this Agreement by those certain "**Grant Deeds**" substantially in the form attached hereto as **Attachment No. 7-A** as to the City Parcels within the Arena Site, and substantially in the form attached hereto as **Attachment No. 7-B** as to the Private Parcels within the Arena Site reflecting the conveyance of Prejudgment Possession, if applicable), and substantially in the form attached hereto as **Attachment No. 7-C** as to each of the other Ancillary Development Sites. Within the time frame set forth in the Schedule of Performance, the Developer shall submit to the City for review and approval-consideration an application for a Lot Line Adjustment and Lot Merger to create the Hotel Site, as legally described in **Attachment No. 2-E**, as a separate legal parcel, which can be conveyed to Developer on the Closing Date.

E. [§ 213] Condition of Title for Project Site

The City shall convey to Developer fee simple title andor exclusive possession (as applicable) to the Arena Siteandfee title the Ancillary Development Sites free and clear of all rights of possession (including billboard leases or agreements), liens, bonds, encumbrances, assessments, easements, leases and taxes, and any rights of acquisition by any party; provided, however, such conveyance shall be subject to the covenants included in each Grant Deedfor the Arena Site which shall include the requirements of the Code of Civil Procedure Section 1245.245, the), the FAA Restrictions, and those permitted encumbrances set forth in **Attachment No. 9[?]**. However, no such covenants, conditions, restrictions or equitable servitudes shall prohibit or limit the development of the Project Site as permitted by the Scope of Development and this Agreement.

F. [§ 214] Acquisition Funding of City Parcels and Related Restrictions

Certain City Parcels were acquired by the City, Successor Agency or the former Inglewood Redevelopment Agency (the "**Agency**") with grant funds from the U.S. Federal Aviation Administration ("**FAA**"), Los Angeles World Airports ("**LAWA**, and the Agency."). The City shall be solely responsible for compliance with and satisfaction of the terms and conditions of any grant agreements with FAA and LAWA, including, without limitation,

repayment to FAA and LAWA as may be required under such grant agreements and confirming the termination of all ongoing obligations under such grant agreements. The City and Developer shall, promptly following the Effective Date, draft, negotiate and finalize the form of the restrictive covenants related to compatible uses required under such grant agreements with FAA and LAWA (the "**FAA Restrictions**") within the time frame set forth in the Schedule of Performance. The FAA Restrictions shall be recorded against, and encumber, the applicable City Parcels at closing.

The City shall be solely responsible for compliance with and satisfaction of the terms and conditions applicable to the disposition of the City Parcels previously owned by the Successor Agency and/or Agency. Such responsibility shall include, without limitation, any payment obligation to the applicable taxing entities pursuant to the Redevelopment Dissolution Law (California Health & Safety Code Sections 34170 *et seq.*).

G. [§ 215] Street Vacation

In order to accommodate the development of the Arena Site and the West Parking Garage Site, the City will determine in its sole and absolute discretion whether or not to vacate and abandon the Right-Of-Way Areas more particularly identified and legally described in **Attachment 2-B** in accordance with California Streets and Highways Code Section 8324, 8334[?LOUIS] If the City does not adopt, in its sole discretion, resolutions of vacation to vacate and abandon the Right-Of-Way Areas [within [four (4)] months following the Effective Date – CHECK WITH LOUIS - - concern about compensation to private owners prior to condemnation], neither the City nor Developer shall be in default under this Agreement, but Developer shall have the right to terminate this Agreement pursuant to Section 510. If the City adopts such resolutions of vacation, the City shall complete such vacations and abandonments (and the vacation and abandonment of any in-place utilities) on or before the Closing Date. The City shall reasonably cooperate with Developer to the extent required in connection with the relocation of any in-place utilities at no cost to the City.

H. [§ 216] Pedestrian Bridge(s)

[In order to provide additional pedestrian access to the Arena Site and the West Parking Garage Site, the City will determine in its sole and absolute discretion whether or not to vacate and abandon any air space rights for the Pedestrian Bridge Airspace more particularly identified and legally described in **Attachment 2-C** in accordance with California Streets and Highways Code Section 8324- CHECK WITH LOUIS]. If the City does not adopt, in its sole discretion, resolutions of vacation to vacate and abandon the Pedestrian Bridge Airspace within [four (4)] months following the Effective Date, neither the City nor Developer shall be in default under this Agreement, but Developer shall have the right to terminate this Agreement pursuant to Section 510. If the City adopts such resolutions of vacation, the City shall complete such vacations and abandonments on or before the Closing Date. The City shall reasonably cooperate with Developer to the extent required in connection with obtaining all rights to construct the pedestrian bridge(s) in the Pedestrian Bridge Airspace, including, as necessary, reasonably cooperating with Developer in negotiations with any governmental agencies.

I. [§ 217] Time For and Place For Delivery of the Grant Deeds

The City shall use its good faith efforts to deposit each of the Grant Deeds with the Escrow Agent on or before the date set forth in the Schedule of Performance.

J. [§ 218] Payment of the Purchase Price and Recordation of the Grant Deeds

Developer shall promptly deposit the Purchase Price (and any portion of the Acquisition Costs not previously paid) with the Escrow Agent upon or prior to the scheduled Closing Date, provided that the Escrow Agent shall have notified Developer in writing that each Grant Deed for the conveyance, properly executed and acknowledged by the City has been delivered to the Escrow Agent and that title to andor possession (as applicable) of the Arena Site and title to the Ancillary Development Sites are each in condition to be conveyed to Developer in conformity with the provisions of this Agreement. The Escrow Agent shall deliver the Purchase Price (and any portion of the Acquisition Costs not previously paid) to the City immediately following the delivery to Developer of the Title Policy in conformity with this Agreement and the recording of all of the Grant Deeds in the property records of the Los Angeles County Recorder's Office.

K. [§ 219] Title Insurance

Concurrently with recordation of the Grant Deeds, Fidelity National Title ("**Title Company**") shall provide and deliver to Developer a CLTA coverage owner's title insurance policy or policies issued by Title Company insuring that the title andor possession (as applicable) to each parcel comprising the Arena Site andtitle to the Ancillary Development Sites are vested in Developer in the condition required by this Agreement, along with any special endorsements which Developer reasonably requests. If requested by the Title Company, the City shall deliver to the Title Company an owner's affidavit in commercially reasonable form. At the sole election and cost of Developer, Developer may obtain an ALTA survey of each of the Arena Site and the Ancillary Development Sites and cause the Title Company to issue a ALTA owner's title insurance policy or policies. The title insurance policy shall be in the amount of the combination of the Purchase Price and the Acquisition Costs (collectively the "**Total Site Cost**") or in such greater amount as Developer may specify as hereinafter provided.

Concurrently with the issuance of the title policy or policies for the Project Site (the "**Title Policy**"), the Title Company shall, if requested by Developer, provide Developer with an endorsement to insure the amount of Developer's estimated construction costs of the Improvements to be constructed thereon and any lender's interest therein.

Developer shall pay for all premiums attributable to any extended coverage or special endorsements which it requests above and beyond a CLTA title insurance policy.

L. [§ 220] Taxes and Assessments

Ad valorem taxes and assessments, if any, on the Project Site, and taxes upon this Agreement or any rights hereunder, levied, assessed or imposed for any period, commencing

prior to the conveyance of title and/or possession of the Project Site shall be borne by the City. Ad valorem taxes and assessments, if any, on the Project Site, and taxes upon this Agreement or any rights hereunder, levied, assessed or imposed for any period commencing after conveyance of title and/or possession of the Project Site shall be borne by Developer.

M. [§ 221] Occupants of the Project Site

The City agrees that title to and/or possession (as applicable) of each ofthe Arena Site andtitle to the Ancillary Development Sites shall be conveyed free of any possession, right of possession or right of acquisition of any third party.

N. [§ 222] Zoning of the Project Site

Subject to the provisions of, and as described in, the Development Agreement and the Scope of Development, prior to the Closing Date, Developer shall take such actions as are necessary to procure or to obtain those future approvals and actions of the City that may be approved after the Effective Date, including discretionary and ministerial actions by the City (as defined in the Development Agreement, the "**Subsequent Approvals**"), which may include but are not limited to, demolition permits, determinations of consistency with the SEC Development Guidelines adopted as part of the Project Approvals, grading permits, building permits, final parcel and subdivision maps, lot line adjustments, and mergers. The City shall provide all proper and reasonable assistance and cooperation to Developer in connection therewith, and shall use its good faith and best efforts in cooperating with and facilitating Developer's efforts to obtain all of the necessary Subsequent Approvals and/or any other permits required for the development of the Project Site, in accordance with, and as described in, the Development Agreement and the SEC Development Guidelines.

O. [§ 223] Physical Condition of the Project Site

The Project Site shall be conveyed in an "as is" physical condition, with no warranty, express or implied by the City as to the condition of the soil, water, or presence of Hazardous Materials (as defined herein), the Project Site's geology, or the presence of known or unknown faults. In this regard, the City, at the written request of Developer, shall make available to Developer all documents within the City's possession or control pertinent to the physical condition of the Site, including any reports related to the presence of Hazardous Materials on the Project Site, within fifteen (15) business days of the request. It shall be the sole responsibility of Developer, at Developer's sole cost and expense, to investigate and determine the soil and water conditions of the Project Site and the suitability of the Project Site for the construction of the Improvements by Developer, and to pay for the demolition and clearance of improvements on, in or under the Project Site as necessary for the development of the Project Site.

Developer shall be solely responsible for all necessary testing of the Project Site for Hazardous Materials pursuant to all applicable laws, statutes, rules and regulations. Upon the

acquisition of the Arena Site and the Ancillary Development Sites, Developer shall also be responsible for making the Project Site usable for the proposed development as a result of any conditions including, without limitation, flood zones, Alquist-Priolo Earthquake Fault Zoning Act, and similar matters, and, subject only to the Remediation Cost Adjustment, subsequent to Developer's acquisition of the Project Site, Developer shall be responsible for any costs associated with any required remediation of Hazardous Materials which is necessary for the Project Site and for performing all work required in connection therewith. For purposes of this Agreement, "**Hazardous Materials**" shall mean any substance, material or waste which is or becomes regulated by any local governmental authority, the State of California and/or the United States Government, including, but not limited to asbestos; polychlorinated biphenyls (whether or not highly chlorinated); radon gas; radioactive materials; explosives; chemicals known to cause cancer or reproductive toxicity; hazardous waste, toxic substances or related materials; petroleum and petroleum products, including, but not limited to, gasoline and diesel fuel; those substances defined as a "Hazardous Substance", as defined by Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, *et seq.*, or as "Hazardous Waste" as defined by Section 6903 of the Resource Conservation and Recovery Act, 42 U.S.C. 6901, *et seq.*; an "Extremely Hazardous Waste," a "Hazardous Waste" or a "Restricted Hazardous Waste," as defined by The Hazardous Waste Control Law under Section 25115, 25117 or 25122.7 of the California Health and Safety Code, or is listed or identified pursuant to Section 25140 of the California Health and Safety Code; a "Hazardous Material", "Hazardous Substance," "Hazardous Waste" or "Toxic Air Contaminant" as defined by the California Hazardous Substance Account Act, laws pertaining to the underground storage of hazardous substances, hazardous materials release response plans, or the California Clean Air Act under Sections 25316, 25281, 25501, 25501.1 or 39655 of the California Health and Safety Code; "Oil" or a "Hazardous Substance" listed or identified pursuant to the Federal Water Pollution Control Act, 33 U.S.C. 1321; a "Hazardous Waste," "Extremely Hazardous Waste" or an "Acutely Hazardous Waste" listed or defined pursuant to Chapter 11 of Title 22 of the California Code of Regulations Sections 66261.1 through 66261.126; chemicals listed by the State of California under Proposition 65 Safe Drinking Water and Toxic Enforcement Act of 1986 as a chemical known by the State to cause cancer or reproductive toxicity pursuant to Section 25249.8 of the California Health and Safety Code; a material which due to its characteristics or interaction with one or more other substances, chemical compounds, or mixtures, materially damages or threatens to materially damage, health, safety, or the environment, or is required by any law or public agency to be remediated, including remediation which such law or government agency requires in order for the Project Site to be put to the purpose proposed by this Agreement; any material whose presence would require remediation pursuant to the guidelines set forth in the State of California Leaking Underground Fuel Tank Field Manual, whether or not the presence of such material resulted from a leaking underground fuel tank; pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 *et seq.*; asbestos, PCBs, and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*; any radioactive material including, without limitation, any "source material," "special nuclear material," "by-product material," "low-level wastes," "high-level radioactive waste," "spent nuclear fuel" or "transuranic waste" and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act, 42 U.S.C. 2011 *et seq.*, the Nuclear

Waste Policy Act, 42 U.S.C. 10101 *et seq.*, or pursuant to the California Radiation Control Law, California Health and Safety Code, Sections 25800 *et seq.*; hazardous substances regulated under the Occupational Safety and Health Act, 29 U.S.C. 651 *et seq.*, or the California Occupational Safety and Health Act, California Labor Code, Sections 6300 *et seq.*; and/or regulated under the Clean Air Act, 42 U.S.C. 7401 *et seq.* or pursuant to The California Clean Air Act, Sections 3900 *et seq.* of the California Health and Safety Code. Any studies and reports generated by Developer's testing for Hazardous Materials shall be made available to the City upon the City's request.

P. [§ 224] Relationship of the City and Developer

Nothing contained in this Agreement or in any other document or instrument made in connection with this Agreement shall be deemed or construed to create a partnership, tenancy in common, joint tenancy, joint venture or co-ownership by or between the City and Developer.

O. [§ 225] Preliminary Work by Developer

Prior to the conveyance of title to the Arena Site and the Ancillary Development Sites representatives of Developer shall have the right of access to and entry upon the City Parcels (and the Private Parcels, if and when possession is obtained by the City) at all reasonable times for the purpose of inspecting the Project Site, obtaining data and making surveys and tests necessary to carry out this Agreement. Developer agrees to defend, indemnify and hold the City, and its officers, employees, contractors and agents, harmless for any and all claims, liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising out of work or activity of Developer, its officers, employees, contractors and agents, permitted pursuant to this Section 225, except to the extent arising out of the gross negligence or willful misconduct of the City, and/or its officers, staff, employees, contractors or agents or relating to the discovery of any Hazardous Materials on the Project Site. Developer shall not commence any activities under this Section 225 without first providing the City with satisfactory evidence of insurance meeting the requirements of this Agreement, and the provision of adequate restoration of the Project Site to its condition prior to the commencement of any activities under this Section 225 with the exception of any Hazardous Materials condition discovered on the City Parcels prior to Closing Date; the remediation of which shall be dealt with the provisions of Section 201 relating to the Remediation Cost Adjustment.

P. [§ 226] Submission of Evidence of Financing

Within the time established therefor in the Schedule of Performance, Developer shall submit to the City evidence reasonably satisfactory to the City that Developer has sufficient equity capital and/or has obtained commitments for financing necessary to pay for all costs related to Developer's purchase and development of the Project Site, including, without limitation, the costs for the construction of the Improvements (the "**Development Costs**"), in accordance with this Agreement.

Developer's submission of such evidence of financing shall include:

1. A project budget, estimated as of the Closing Date, setting forth all anticipated Development Costs, or a certification by Developer that the applicable portion of the Project Budget attached hereto as **Attachment No. 3** remains accurate. The Project Budget shall be maintained as a sources and uses budget, which shall be based upon a financial *pro forma* that has been reasonably approved by the City, and a feasible method of financing, reasonably demonstrating to the City the availability of all funds needed to complete the proposed development of the Project Site.

2. If applicable, a copy of any commitment or commitments obtained by Developer for any mortgage loan or loans or other debt financing for construction financing to finance all or portions of the Total Site Costs and Development Costs, certified by Developer to be a true and correct copy or copies thereof. The commitment or commitments for financing shall be in such form and content reasonably acceptable to the City, or in such a form and with such content as typically issued by an institutional lender (subject to customary conditions).

3. Documentary evidence reasonably satisfactory to the City of sources of equity capital sufficient to demonstrate that Developer has adequate funds committed to cover the difference, if any, between the Total Site Costs and Development Costs and the proposed mortgage loan or loans.

[The City Manager shall approve or disapprove each submission of evidence of financing within five (5) business days following submission – review Schedule of Performance.] If the City disapproves anysuch evidence of financing, the City shall do so by written notice to Developer [within such five (5) business day period – review Schedule of Performance] stating with specificity the reasons for such disapproval. If the City gives Developer such timely written notice, Developer shall promptly, but in any event prior to the date required for submission of evidence of financing in the Schedule of Performance, obtain and submit to the City new evidence of financing. [The City Manager shall approve or disapprove such new evidence of financing in the same manner and within five (5) business days following re-submission – review Schedule of Performance].

Q. [§ 227] CEQA Requirements – check with Chris or Mindy

As referenced in [Recital N], the City Council certified the FEIR as adequate and complete and made findings in connection therewith for the development of the Project by Developer. All costs and expenses associated with further environmental clearance and/or documentation required for the development of the Project as contemplated by this Agreement shall be the sole responsibility of Developer. Developer will comply with all mitigation measures applicable to the Project, the implementation of which, is identified in the MMRP as the responsibility of the "owner" or the "project sponsor," excluding any mitigation measures that are expressly identified as the responsibility of a different Person in the MMRP. In addition, Developer shall comply with the Greenhouse Gas Emissions Conditions of Approval attached to the Development Agreement as Exhibit H, which by this reference is incorporated herein.

R. [§ 228] Brokers

Neither party shall be liable in any manner for any real estate commission or brokerage fees which may arise from the transactions contemplated by this Agreement, other than any broker, agent, or finder engaged in writing by such party. Each party hereto agrees to indemnify and hold the other party harmless from any claim by any broker, agent, or finder retained by the indemnifying party.

III. [§300] DEVELOPMENT OF THE PROJECT SITE

A. [§301] Responsibilities for Development of the Project Site

Developer shall be solely responsible for developing the Project Site and constructing the Improvements thereon in accordance with the requirements of this Agreement and the Development Agreement, including, but not limited to the development of the Arena Site which, at no cost to the City, shall promote and provide its residents with access to recreation in the form of spectator sports, specifically basketball. The Arena Site shall specifically include the development and accommodation ofother spectator sports, entertainment and civic events and activities related thereto as well as other uses reasonably related and incidental to arena uses, including, without limitation, restaurant, food service and retail uses, philanthropic activities, ancillary and administrative office uses, concourse area uses, practice and training facilities, a sports medicine clinic and parking uses (the "**Arena Use**"). The development of the Arena Site is calculated to promote the recreation and enjoyment of the public.

B. [§ 302] Scope of Development; SEC Development Guidelines *[NTD: Sections 302-305 to be conformed to final design guidelines-Check with Chris & Mindy]]*

The Arena Site, the West Parking Garage Site and the East Transportation Site shall each be developed in accordance with and within the limitations established in the "**Scope of Development**" which is attached hereto as **Attachment No. 5**. The Scope of Development includes the approximate square footage of the Project, Project Site merger/parcelization requirements, and other general design elements such as building height, access and circulation, on-site and off-site improvements, infrastructure and parking. The Hotel Site shall be developed in accordance with and within the limitations established in a separate scope of development, which shall be subject to the approval of the City.

The City has adopted those certain Sports and Entertainment Complex Development Guidelines (the "**SEC Development Guidelines**"), for the Arena Site, the West Parking Garage Site and the East Transportation Site ("**SEC Design Review**") and for review of the infrastructure improvements ("**SEC Infrastructure Plan Review**") required to serve such areas within the Sports and Entertainment Overlay Zone ("**SE Overlay Zone**"), adopted by Ordinance No. _____, and as established in Article 17.5 of the Inglewood Municipal Code.

Developer shall deliver to the City whatever information shall be reasonably requested by the City's Economic & Community Development Director concerning the drawings and architectural renderings for the development of the Arena Site, the West Parking Garage Site and the East Transportation Site. The drawings and architectural renderings required by this Agreement (the "**SEC Design Drawings**") shall be consistent with the requirements of the SEC Development Guidelines, and include a well-defined architectural concept, showing vehicular circulation and access points, amounts and location of parking, location and size of all buildings (including height and perimeter dimensions), pedestrian circulation, and architectural character, as well as landscape plans, showing the location and design of landscaped areas and the varieties and sizes of plant materials to be planted therein, and other landscape features.

Developer shall also deliver to the City whatever information shall be reasonably requested by the City's Department of Public Works Director concerning the drawings for the infrastructure improvements (wet and dry utilities, fire safety and street right of way improvements) required to serve the Arena Site, the West Parking Garage Site and the East Transportation Site (the "**SEC Improvement Plan Drawings**").

C. [§ 303] Basic Site Plan Drawings

Developer has prepared those certain Basic Site Plan Drawings attached hereto as **Attachment No. 6** for the publically accessible portions of Arena Site, the West Parking Garage Site and the East Transportation Site. The City has determined that the Basic Site Plan Drawings are consistent with the Scope of Development.

D. [§ 304] Applications for SEC Design Review and SEC Infrastructure Plan Review

Within the times established in the Schedule of Performance, Developer shall prepare and submit an application for each of SEC Design Review and SEC Infrastructure Plan Review to the City in accordance with the requirements of the SEC Development Guidelines.

During the preparation of the SEC Design Drawings and SEC Improvement Plan Drawings, the City and Developer shall, at the request of the City, hold regular progress meetings to coordinate the preparation of, submission to, and review of the each application by the City. The City and Developer shall communicate and consult informally as frequently as is necessary to ensure that the formal submittal of the applications to the City can receive prompt and speedy consideration.

E. [§ 305] City Review and Approval

The City's review and approval of the applications SEC Design Review and SEC Infrastructure Plan Review shall be in accordance with the requirements of the SEC Development Guidelines. The City's review shall consist of a determination that the SEC Design Drawings or SEC Improvement Plan Drawings are not materially inconsistent with the Project Approvals, the SEC Development Guidelines, the Basic Site Plan Drawings, any proposed

changes to the Project Approvals or SEC Development Guidelines, or if any revisions or corrections of the Drawings previously approved by the City shall be required by any government official, agency, department, or bureau having jurisdiction over the development of the Project Site, Developer and the City shall cooperate in efforts (i) to revise or correct the Drawings in order to comply with the required revision or correction of such government official, agency, department, or bureau, (ii) to obtain a waiver of such requirements, or (iii) to develop a mutually acceptable alternative. Any such changes shall be within the limitations of the Scope of Development, the SEC Development Guidelines, the Basic Site Plan Drawings, the SEC Improvement Plans Drawings, the SEC Infrastructure Plan Review, SEC Design Drawings and the Project Approvals.

F. [§ 306] Cost of Construction

All costs of developing the Project Site, and constructing the Improvements thereon, as well as the Public Infrastructure, shall be borne by Developer.

G. [§ 307] Schedule of Performance

It is the intention of the City and Developer that the disposition and development of the Project Site be completed in a timely and an expeditious manner. Accordingly, the Schedule of Performance encompasses appropriate and necessary benchmarks to be met by the appropriate party, together with required conditions precedent for the conveyance of the Arena Site and the Ancillary Development Sites. The City agrees to assign the appropriate planning, engineering, building, safety and other staff to enable the parties to meet the timelines in the Schedule of Performance.

After the conveyance of title to andor possession (as applicable) of the parcels comprisingthe Arena Site Developer shall promptly begin and thereafter diligently prosecute to completion the construction of the Improvements (recognizing that commencement of construction shall include any grading or other site preparation activities) on the Arena Site , and the development thereof as provided in the Scope of Development. Within the times specified in the Schedule of Performance, Developer shall begin and thereafter diligently prosecute to completion the construction of the Improvements (recognizing that commencement of construction shall include any grading or other site preparation activities) on the West Parking Garage Site and the East Transportation Site. Developer shall use commercially reasonable efforts to begin and complete the construction of the Improvements on each of the Arena Site the West Parking Garage Site and the East Transportation Site within the times specified in the Schedule of Performance. The Hotel Site shall be developed in accordance with and within the times established in a separate schedule of performance, which shall be subject to the approval of the City. The Schedule of Performance is subject to revision from time to time as mutually agreed upon in writing by the City and Developer or pursuant to Section 605 hereof.

During periods of construction, Developer shall submit to the City a written report of the progress of the construction when and as reasonably requested by the City, but in no event shall Developer be required to submit any such report more often than monthly. The report shall be in such form and detail as may be reasonably required by the City and shall include a reasonable number of construction photographs (if requested) taken since the last report by Developer.

H. [§ 308] Indemnification during Construction; Bodily Injury and Property Damage Insurance

During the period commencing with the conveyance of title to and/or possession of each of the Arena Site and the Ancillary Development Sites to Developer and continuing until such time as the City has issued a Release of Construction Covenants as to each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, respectively, Developer agrees to and shall defend, indemnify and hold the City and its officers, employees, contractors and agents harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person which shall occur on or adjacent to the Arena Site, the West Parking Garage Site, the East Transportation Site and/or the Hotel Site, respectively, and which shall be directly or indirectly caused by any acts done thereon or any errors or omissions of Developer or its officers, employees, contractors or agents, with the exception of the acts, errors or omissions of the City, and/or its officers, staff, employees, contractors or agents.

During the period commencing with any preliminary work on the Project Site by Developer under Section 225 and ending on the date when a Release of Construction Covenants has been issued with respect to each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, Developer shall furnish or cause to be furnished to the City, duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least [$5,000,000] in combined single limit liability, and naming the City, and its officers, employees, contractors and agents as additional insureds.

I. [§ 309] Antidiscrimination during Construction

Developer agrees that in the construction of the Improvements on the Project Site as provided for by this Agreement, Developer will not discriminate against any employee or applicant for employment because of sex, sexual orientation, marital status, race, color, creed, religion, national origin, or ancestry.

J. [§ 310] Local, State and Federal Laws

Developer shall carry out the construction of the Improvements on the Project Site in conformity with applicable laws, statutes, rules and regulations (taking into account the terms of the Development Agreement, if approved), including all applicable Federal and State labor standards. Developer shall carry out development, construction (as defined by applicable law) and operation of the improvements on the Project Site, including, without limitation, any and all

public works (as defined by applicable law), in conformity with all applicable local, State and Federal laws, including, without limitation, all applicable Federal and State labor laws (including, without limitation, the requirement to pay state prevailing wages to the extent applicable). Developer hereby expressly acknowledges and agrees that the City has not affirmatively represented to Developer or its contractor(s) for the construction or development of the Improvements in writing or otherwise, in a call for bids or otherwise, that the work to be covered by this Agreement is or is not a "public work," as defined in California Labor Code Section 1720. Developer hereby agrees that Developer shall have the obligation to provide any and all disclosures or identifications required by California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other similar law to the extent applicable to Developer; provided, however, nothing herein shall be deemed an agreement or admission by Developer that Developer and/or the Project or any portion of the Project is a "public work". Developer shall indemnify, protect, defend and hold harmless the City and its officers, employees, contractors and agents, with counsel reasonably acceptable to the City, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction (as defined by applicable law) and/or operation of the Improvements, results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, State and/or Federal law, including, without limitation, any applicable Federal and/or State labor laws (including, without limitation, any requirement to pay State prevailing wages); (2) the implementation of California Senate Bill No. 966; (3) the implementation of California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other similar law; and/or (4) failure by Developer to provide any required disclosure or identification as may be required by California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other similar law. It is mutually agreed by the parties that, in connection with the development, construction (as defined by applicable law) and operation of the Improvements, including, without limitation, any public works (as defined by applicable law) to be constructed as part of the Improvements, Developer shall bear all risks of payment and/or non-payment of State prevailing wages and/or the implementation of California Senate Bill No. 966 and/or California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, and/or any other similar law. "**Increased costs**" as used in this Section 310 shall have the meaning ascribed to it in California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Improvements by Developer. Notwithstanding the foregoing, the parties agree and acknowledge the City Parcels are being conveyed at a purchase price representing the fair market price of the City Parcels established pursuant to an independent third party appraisal.

K. [§ 311] City and Other Governmental Agency Permits

Before commencement of construction of the Improvements upon each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, respectively, Developer, with the City's assistance where reasonably necessary and appropriate, shall secure or

cause to be secured, any and all permits which may, under applicable laws, statutes, rules and regulations be required by the City or any other governmental agency having jurisdiction over such construction.

L. [§ 312] Right of Access

Prior to the issuance of a Release of Construction Covenants for the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, as applicable, representatives of the City shall have a reasonable right of access to the applicable portion of the Project Site, upon two (2) business days' prior written notice to Developer, without charges or fees, during normal construction hours for the purposes of inspection of the work being performed in constructing the Improvements. However, no such notice shall be required in the event of an emergency involving the Project Site or any portion thereof.

Representatives of the City shall be those who are so identified in writing by the City Manager of the City (or his/her designee) necessary for such construction inspection purposes. Such representatives shall also be responsible for providing any required written notice to Developer. All activities performed on the Project Site by the City's representatives shall be done in compliance with all applicable laws, statutes, rules and regulations, and any written safety procedures, rules and regulations of Developer and and/or its contractors, and shall not unreasonably interfere with the construction of the Improvements or the transaction contemplated by this Agreement.

M. [§ 313] Responsibilities of the City

The City shall not be responsible for performing any work specified in the Scope of Development. However, City shall decommission and relocate the City-owned and operated potable water well in accordance with the provisions of Section 702, at Developer's sole cost and expense.

N. [§ 314] Taxes, Assessments, Encumbrances and Liens

Developer shall pay when due all real estate taxes and assessments assessed and levied on or against the Project Site and all portions thereof, subsequent to the Closing Date. Developer shall not place, or allow to be placed on the Project Site or any portion thereof, any mortgage, trust deed, encumbrance or lien not authorized by or pursuant to this Agreement or not otherwise authorized by the City. Developer shall remove, or shall have removed, any levy or attachment made on the Project Site or any portion thereof, or shall assure the satisfaction thereof within a reasonable time but in any event prior to a sale thereunder. Nothing herein contained shall be deemed to prohibit Developer from contesting the validity or amount of any tax assessment, encumbrance or lien, nor to limit the remedies available to Developer in respect thereto. The covenants of Developer set forth in this Section 314 relating to the placement of any unauthorized mortgage, trust deed, encumbrance, or lien, shall remain in effect only until a Release of Construction Covenants has been recorded with respect to the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, as applicable.

O. [§ 315] No Encumbrances except Mortgages, Deeds of Trust, Conveyances and Leasebacks or Other Conveyance for Financing for Development

After conveyance of title and possession of the Arena Site and the Ancillary Development Sites to Developer, mortgages, deeds of trust, conveyances and leasebacks, or any other form of conveyance required for any reasonable method of financing are permitted with respect to the Project Site at any time, prior to the recordation of the Release of Construction Covenants for the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, as applicable, but only for the purpose of securing loans and funds to be used for financing the acquisition of the Project Site, or portion thereof as applicable, the construction of the Improvements on the Project Site, and any other expenditures necessary and appropriate to develop the Project Site or portion thereof as applicable, pursuant to the terms of this Agreement. Developer shall notify the City in advance of any mortgage, deed of trust, conveyance and leaseback, or other form of conveyance for financing for City written approval, if Developer proposes to enter into the same before the recordation of the Release of Construction Covenants.

The words "mortgage" and "deed of trust" as used herein include all other appropriate modes of financing real estate acquisition, construction, and land development, including, without limitation, mezzanine financing.

P. [§ 316] Holder Not Obligated to Construct Improvements

The holder of any mortgage, deed of trust or other security interest authorized by this Agreement shall in no way be obligated by the provisions of this Agreement to construct or complete the Improvements or Public Infrastructure or to guarantee such construction or completion; nor shall any covenants or any other provision in a Grant Deed be so construed as to so obligate such holder. Nothing in this Agreement shall be deemed or construed to permit, or authorize any such holder to: (i) devote or use the Arena Site for any use, other than the Arena Use, and (ii) devote or use the Ancillary Development Sites in a manner not provided for or authorized by this Agreement.

Q. [§ 317] Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders; Right to Cure

Whenever the City shall deliver any notice or demand to Developer with respect to any breach or default by Developer, the City shall at the same time deliver to each holder of record of any mortgage, deed of trust or other security interest authorized by this Agreement a copy of such notice or demand. Each such holder shall (insofar as the rights of the City are concerned) have the right at its option (but without any obligation) within the later of ninety (90) days after the receipt of the notice or thirty (30) days following any applicable cure period accorded to Developer, to cure or remedy, or commence to cure or remedy, any such default and to add the cost thereof to the security interest debt and the lien of its security interest; provided, however, that in the case of a default which cannot diligently be remedied or cured, or the remedy or cure

of which cannot be commenced within such 90-day or 30-day period, such holder shall have such additional time as reasonably necessary to remedy or cure such default with diligence and continuity. If such default shall be a default which can only be remedied or cured by such holder upon obtaining possession of the property or other asset subject to the applicable mortgage, deed of trust or other security interest authorized by this Agreement, and such holder has elected to remedy or cure such default, such holder shall seek to obtain possession of the applicable property or other asset with diligence and continuity through foreclosure, deed in lieu of foreclosure or such other procedure as the holder may elect, and shall remedy or cure such default within one hundred and twenty (120) days after obtaining possession; provided, however, that in the case of a default which cannot diligently be remedied or cured, or the remedy or cure of which cannot be commenced within such 120-day period, such holder shall have such additional time as reasonably necessary to remedy or cure such default with diligence and continuity. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect the Improvements or construction already made) without first having expressly assumed Developer's obligations to the City by written agreement reasonably satisfactory to the City; provided, however, such holder shall not be bound by any amendment, implementation, or modification to this Agreement to which such lender has not given its prior written consent for Developer to enter into. Any such holder that has so assumed Developer's obligations to the City shall not be required to remedy or cure any default of Developer that is not susceptible of being cured by such holder. Any such holder that has so assumed Developer's obligations to the City must agree to complete, in the manner provided in this Agreement, the Improvements to which the lien or title of such holder related, and submit evidence reasonably satisfactory to the City that it, or a development manager retained by such holder, has the qualifications and/or financial responsibility necessary to perform such obligations. Any such holder properly completing such Improvements shall be entitled, upon written request made to the City, to a Release of Construction Covenants as to the Arena Site and/or the Ancillary Development Sites, as applicable, from the City. For purposes of this Agreement, the term "holder" shall be deemed to include any designee, nominee or affiliate of such holder as well as any other foreclosure sale purchaser or any purchaser taking title directly from such holder, designee, nominee or affiliate following foreclosure.

R. [§ 318] Right of City to Cure Mortgage, Deed of Trust, or Other Security Interest Default

In the event of a default or breach by Developer of a mortgage, deed of trust or other security interest with respect to the Project Site prior to the issuance of a Release of Construction Covenants as to the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, as applicable, by the City, and the holder has not exercised its option to complete the Improvements thereon, the City may cure any monetary default prior to completion of any foreclosure. In such event, the City shall be entitled to reimbursement from Developer of all costs and expenses incurred by the City in curing the default. The City shall also be entitled to a lien upon the Project Site to the extent of such costs and disbursements, which lien shall be subordinate to any such mortgage, deed of trust or other security interest.

Notwithstanding the preceding paragraph, Developer hereby acknowledges that the City shall be under no obligation pursuant to this Section 318 to cure any such default.

S. [§ 319] Right of the City to Satisfy Other Liens on the Property after Title Passes

Prior to the recordation of a Release of Construction Covenants as to the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, as applicable, if Developer, after a thirty (30) day period following its receipt of notice of the existence of any such liens or encumbrances, has failed to challenge, cure or satisfy any such liens or encumbrances on the Project Site (or the applicable portion thereof), the City shall have the right to satisfy any such liens or encumbrances; provided, however, that nothing in this Agreement shall require Developer to pay or make provisions for the payment of any tax, assessment, lien or charge so long as Developer in good faith contests the validity or amount thereof, and so long as such delay in payment shall not subject the Project Site (or the applicable portion thereof) to forfeiture or sale.

T. [§ 320] Release of Construction Covenants

Promptly after completion of the applicable Improvements as evidenced by final inspection approvals by the City, the City shall furnish Developer with a Release of Construction Covenants as to each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, as applicable, (each a "**Release of Construction Covenants**") within ten (10) business days upon written request therefor by Developer. Each such Release of Construction Covenants shall be, and shall so state, conclusive determination of satisfactory completion of the construction required by this Agreement upon the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable, in substantial compliance with the SEC Design Drawings, and of full compliance with the terms hereof with respect to the construction of the Improvements upon such portion of the Project Site. After the recordation of the Release of Construction Covenants upon such portion of the Project Site, any party then owning or thereafter purchasing, leasing, or otherwise acquiring any interest therein shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement, except that such party shall be bound by any covenants contained in the applicable Grant Deed for each of the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site. Except as specifically provided for in the applicable Grant Deed, neither the City nor any other person, after the recordation of a Release of Construction Covenants, shall have any rights, remedies or controls that it would otherwise have or be entitled to exercise under this Agreement with respect to the Arena Site and the Ancillary Development Sites, as applicable. Any default in or breach of any provision of this Agreement, and the respective rights and obligations of the parties with reference to the Project Site (or portion thereof) shall be limited thereafter to those set forth in the applicable Grant Deed. The parties shall take such actions and execute such documents as may be necessary or advisable to memorialize the termination of this Agreement as to the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, as applicable, promptly upon the recordation of a Release of Construction Covenants.

Each Release of Construction Covenants shall be in such form as to permit it to be recorded in the property records of the Los Angeles County Recorder's Office.

If the City refuses or fails to furnish a Release of Construction Covenants after written request from Developer, the City shall, within ten (10) business days of the written request, provide Developer with a written statement which describes with specificity Developer's failure to construct the applicable Improvements pursuant to this Agreement and explains the reasonable reasons the City refused or failed to furnish a Release of Construction Covenants. The statement shall also contain the City's opinion of the action Developer must take to obtain a Release of Construction Covenants. If the reasons for such refusal are confined to the immediate unavailability of specific items or materials for landscaping, the City will issue its Release of Construction Covenants upon the posting of a bond by Developer with the City in an amount representing a fair value of the work not yet completed. If the City shall have failed to provide such written statement within said ten (10) business day period, Developer shall be deemed entitled to the Release of Construction Covenants.

A Release of Construction Covenants shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the Improvements, nor any part thereof. A Release of Construction Covenants is not a Notice of Completion as referred to in Section 3093 of the California Civil Code.

U. [§ 321] Project Identification Sign

Prior to commencement of any construction on the Project Site, up until the issuance of a Release of Construction Covenants by the City for the Arena Site, Developer shall prepare and install, at its cost and expense, a project identification sign at one location along the street frontage of the Project Site. The sign shall be at least eighteen (18) square feet in size and visible to passing pedestrian and vehicular traffic. The design of the sign as well as its proposed location shall be submitted to the City for review and approval, which approval shall be given or reasonably withheld within five (5) business days prior to installation. The sign shall, at a minimum, include:

- Development name: Inglewood Basketball and Entertainment Center
- Developer: MURPHY'S BOWL LLC

Mayor:	James T. Butts, Jr.	
Councilmembers:	George W. Dotson,	1st District
	Alex Padilla,	2nd District
	Elroy Morales, Jr.,	3rd District
	Ralph L. Franklin,	4th District

- Estimated Completion Date _____, 2024.
- For information call _____.

Developer shall obtain a current roster of the City's officials before signs are printed.

V. [§ 322] Development of Hotel Site

The City acknowledges that Developer currently intends to Transfer the Hotel Site to a third-party developer for the development and construction of a hotel and that the Scope of Development and Schedule of Performance does not address the construction of such hotel. Provided that the Transfer of the Hotel Site is to [Needs to be completed], or one of its Affiliates, the City's consent shall not be required; provided, however, Developer shall obtain the City's consent, if required under Section 106, for a Transfer to any other Person. Notwithstanding the foregoing, in connection with any Transfer of the Hotel Site, the Transferee shall assume in writing Developer's obligations under this Agreement as to the Hotel Site (which obligations may be amended and restated between the Transferee and the City, as the City may reasonably require) and Developer shall be released from all obligations hereunder as to the Hotel Site upon the written assumption of the Hotel Site development obligations by the Transferee. Any Transferee of the Hotel Site shall be solely responsible for obtaining all land use entitlements and permits required for the development and construction on the Hotel Site. Notwithstanding the foregoing provisions, Developer may elect to retain and develop the Hotel Site as a hotel, or for such other uses permitted under the Project Approvals, and upon such election, shall submit for the City's approval a Scope of Development and Schedule of Performance relating to the hotel proposed to be constructed by Developer on the Hotel Site.

IV. [§ 400] USE OF THE PROJECT SITE

A. [§ 401] Use of the Arena Site

As more particularly set forth in the Grant Deed(s) for the Arena Site attached hereto as **Attachment Nos. 7-A and 7-B.** and in accordance with Code of Civil Procedure, Section 1245.245, Developer covenants and agrees that it shall only use the Arena Site as the Arena Use which shall promote the enjoyment and recreational use of the public. No other use shall be permitted or maintained on the Arena Site. If Developer discontinues the Arena Use on the Arena Site in violation of this Public Use Grant Deed the Public Use Restrictions, City shall serve written notice to the Developer of such breach. If Developer fails to resume the Arena Use on the Arena Site within thirty (30) days after receipt of notice from the City, then the Developer shall promptly, but in no event later than three (3) months from said written notice, take all necessary actions to revest title and possession of the Arena Site (with all improvements thereon) in the City. Developer acknowledges and agrees that this revesting of title and possession to City is a required reservation and restriction to preserve the public use (i.e. the Arena Use) on the Arena Site in compliance with the requirements of Code of Civil Procedure section 1245.245.

B. [§ 402] Maintenance of the Project Site

From the date of this Agreement until the Closing Date (or earlier termination of this Agreement), the City agrees to continue its maintenance of the Project Site in the same manner

as was conducted in the ordinary course of business prior to the Effective Date. During construction of the Improvements, Developer shall maintain the Project Site in a good and professional manner, keep the Project Site reasonably free from graffiti and any accumulation of debris or waste materials.

C. [§ 403] Obligation to Refrain from Discrimination

[REVISE TO INCLUDE NEW STATUTORY LANGUAGE] Developer covenants and agrees that (i) there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, sexual orientation, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project Site and (ii) neither Developer nor any person claiming under or through it shall establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Project Site.

D. [§ 404] Form of Nondiscrimination and Nonsegregation Clauses

1. Developer covenants and agrees for itself, its successors, its assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of sex, sexual orientation, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Project Site, nor shall Developer itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of the Project Site by, for, or with any tenants, lessees, sublessees, subtenants, or vendees on or about the Project Site. The foregoing covenants shall run with the land.

2. All deeds, leases or contracts made relative to the Project Site, improvements thereon, or any part thereof, shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

   a. In deeds: "The Developer herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the Developer or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with

reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

Notwithstanding the preceding paragraph, the provisions relating to discrimination on the basis of familial status shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code nor be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall also apply to the preceding paragraph.

b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

Notwithstanding the preceding paragraph, the provisions relating to discrimination on the basis of familial status shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code nor be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall also apply to the preceding paragraph.

c. In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee

itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land. The aforesaid statutes are in amplification and do not restrict or diminish the requirement for Developer to encourage such leases and contracts in furtherance of the Agreement, including the City of Inglewood Employment and Training Agreement and Requirements (Attachment No. 8) which must promote the local economy by encouraging local business enterprise(s) within the City of Inglewood to make bids and proposals in leasing and contracting concerning the use, operation, and maintenance of the Project Site and by providing preference to local contractors in procurements in the use, operation, and maintenance of the Project Site."

3. All conditions, covenants and restrictions contained in this Agreement and the corresponding Grant Deeds related hereto shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by City, its successors and assigns, and the City of Inglewood and its successors and assigns, against Developer, its successors and assigns, to or of the Project Site conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Project Site or portion thereof.

4. The covenants against discrimination set forth in Section 404, Paragraphs 1 and 2 of this Agreement and the respective Grant Deeds incident thereo shall remain in effect in perpetuity.

5. In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that City shall be deemed a beneficiary of the agreements and covenants provided hereinabove both for and in its own right and also for the purposes of protecting the interests of the City of Inglewood community. All covenants without regard to technical classification or designation shall be binding for the benefit of the City of Inglewood, its successor or assigns, and such covenants shall run in favor of the City of Inglewood, its successor or assigns, for the entire period during which such covenants shall be in force and effect, without regard to whether Developer is or remains an owner of any land or interest therein to which such covenants relate. The City of Inglewood, its successor or assigns, shall each have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.

E. [§ 405] Effect and Duration of Covenants

The covenants established in this Agreement shall, without regard to technical classification and designation, be binding on Developer for the benefit and in favor of the City.

Any covenants, conditions or restrictions that are intended to survive the recordation of the Release of Construction Covenants by the City shall be contained in the Grant Deeds for the Arena Site and the Ancillary Development Sites and shall remain in effect for the period specified therein. The parties expressly acknowledge and agree that certain benefits set forth in the Development Agreement, if entered into by the parties, are intended to, and will, survive the recordation of the Release of Construction Covenants in accordance with the terms of the Development Agreement. Except as otherwise provided in this Agreement, covenants, conditions and restrictions in this Agreement not expressly set forth in the Grant Deeds for the Arena Site and the Ancillary Development Sites shall terminate upon the issuance of a Release of Construction Covenants for the applicable portion of the Project Site (i.e. each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, respectively).

V. [§ 500] DEFAULTS, REMEDIES AND TERMINATION

A. [§501] Defaults - General

Subject to the extensions of time set forth in Section 605 and the notice and cure periods provided in Sections 507-512 hereof, any material failure or delay by any party to perform any term or provision of this Agreement shall constitute a default under this Agreement. The party who fails or delays must promptly commence to cure, correct or remedy such failure or delay and continue to take all steps necessary to completely cure, correct or remedy such failure or delay with reasonable diligence.

The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failures or delays by any party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by any party in asserting any of its rights and remedies shall not deprive any party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies provided such actions or proceedings are initiated prior to the default being cured by the defaulting party.

B. [§ 502] Legal Actions

1. [§ 503] Institution of Legal Actions; Venue

Subject to the terms of this Agreement, any party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the terms of this Agreement. The parties hereby agree that in the event of litigation between the parties, venue for litigation brought in any State court shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District located at 825 Maple Avenue, Torrance, California 90503-5058, and venue for any litigation brought in any Federal court shall lie exclusively in the Central District of California, Los Angeles.

2. [§ 504] Applicable Law

The laws of the State of California shall govern the interpretation and enforcement of this Agreement and the legal relations between the parties.

3. [§ 505] Acceptance of Service of Process

If any legal action is commenced by Developer against the City, service of process on the City shall be made by personal service upon the City Manager, or in such other manner as may be provided by law.

If any legal action is commenced by the City against Developer, service of process on Developer shall be made by personal service upon any officer or managing member of Developer and shall be valid whether made within or without the State of California, or in such manner as may be provided by law.

C. [§ 506] Rights and Remedies Are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by any other party.

D. [§ 507] Damages

The parties have determined that, except in connection with a party's default of its express monetary payment or reimbursement obligations under this Agreement (*e.g.*, the indemnity obligations under Sections 220, 223, or 308 or those payment obligations under Section 205), monetary damages are an inappropriate remedy for any default hereunder. If any party is in default with regard to any of the provisions of this Agreement relating to monetary payments or reimbursements due by such party, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured by the defaulting party within thirty (30) days after receipt of a notice of default, then the non-defaulting party may thereafter (but not before) commence an action for damages against the defaulting party with respect to such default. Notwithstanding the foregoing, Developer and the City would not have entered into this Agreement if they could be liable for indirect or consequential, punitive, or special damages. Accordingly, Developer and the City each waive any costs, claims, damages or liabilities against, and covenant not to sue, the other party for indirect, consequential, punitive, or special damages, including loss of profit, loss of business opportunity, or damage to goodwill.

E. [§ 508] Specific Performance

In addition to the rights and remedies set forth in Section 507 hereof, if any party is in default with regard to any of the provisions of this Agreement, the non-defaulting party shall

serve written notice of such default upon the defaulting party. If the default is not cured by the defaulting party within thirty (30) days after receipt of a notice of default, then the non-defaulting party may thereafter (but not before, unless necessary to prevent immediate harm) commence an action for specific performance of the terms of this Agreement with respect to such default. However, if the default is the type in which the defaulting party is incapable of curing within the thirty (30) day cure period, then if the defaulting party fails to commence the necessary actions to cure the default within the requisite thirty (30) days and fails to continuously and diligently cure the subject default within a reasonable period of time after commencement, then the non-defaulting party may thereafter (but not before, unless necessary to prevent immediate harm) commence an action for specific performance of the terms of this Agreement against the defaulting party with respect to such default.

F. [§ 509] Remedies and Rights of Termination

1. [§510] Termination by Developer

If prior to delivery of title and/or possession (as applicable) to the Arena Site and delivery of title and possession to the Ancillary Development Sites to Developer pursuant to the provisions of this Agreement:

a. Developer is unable, despite using commercially reasonable efforts, to obtain any of the Subsequent Approvals; or

b. Developer is unable, despite using commercially reasonable efforts, to obtain financing consistent with this Agreement for the acquisition of the Project Site and construction of the Improvements and to deliver to the City any submission of evidence of such financing within the times set forth in the Schedule of Performance; or

c. there has occurred a material change to the condition of the Project Site or title to the Project Site (including, without limitation, entry of judgment affecting title or the right of the City to deliver possession of any City Parcel, the imposition of any assessment district which has not been consented to by Developer) since the Effective Date or an eminent domain action is initiated against all or any portion of the Project Site (other than an eminent domain action initiated by the City as to the Private Parcels); or

d. there has occurred a material change in the market and/or local, State or national economy which, in the written and reasonable opinion of Developer, negatively impacts the ability of Developer to develop, finance and/or lease the Project; or

e. the City is unable, despite using commercially reasonable efforts, to tender conveyance of title to all City Parcels and the complete and absolute right

to possession thereof without *lis pendens* to Developer in the manner and condition, and within the established time therefor in the Schedule of Performance; or

f. by the date [four (4)] months following the Effective Date, the Development Agreement or any of the Project Approvals are not effective;

g. by the date [four (4)] months following the Effective Date, the City, with respect to each Private Parcel, has not (i) acquired fee simple absolute title, or (ii) adopted a Resolution of Necessity and commenced eminent domain proceedings as described in Section 203 (recognizing that adoption of any Resolution of Necessity shall be at the sole and absolute discretion of the City);

h. the City is unable to: (i) acquire fee simple absolute title to the Private Parcels by purchase, exchange, gift, eminent domain proceedings (i.e. Final Order of Condemnation) or any other method available to the City under Federal or State law (recognizing that the institution of any eminent domain proceedings shall be at the sole and absolute discretion of the City); (ii) tender conveyance of fee title of the Private Parcels to Developer; and (iii) obtain and tender possession of the Private Parcels to Developer in the manner and condition set forth in this Agreement, and within the established time therefor in the Schedule of Performance; or

i. by the date _____] months following the Effective Date, the City has not adopted a resolution of vacation pursuant to California Streets and Highways Code Section 8324 [I THINK YOU HAVE THE WRONG SECTION] vacating and abandoning the Right-Of-Way Areas and the Pedestrian Bridge Airspace Easement [?] (recognizing that the institution of any vacation proceedings shall be at the sole discretion of the City), or following any such election, is unable thereafter to tender conveyance of title to the Right-Of-Way Areas and the Pedestrian Bridge Airspace Easement in the manner and condition in the manner and condition set forth in this Agreement, and within the established time therefor in the Schedule of Performance; or

j. the Title Company is unwilling or unable to issue the Title Policy at closing, or

k. if Developer fails to approve the FAA Restrictions on or before the date provided therefor in the Schedule of Performance, or

l. if any Challenge is filed relating to this Agreement, including any challenge to the validity of this Agreement or any of its provisions, or if a

referendum petition relating to this Agreement is timely and duly circulated, filed, and certified as valid, or

m. City fails to timely perform any material obligation required of City under this Agreement, or

n. if Developer reasonably concludes that Developer will be unable, despite using commercially reasonable efforts, to complete construction of the Project in sufficient time to utilize the arena for professional basketball games for the 2024-2025 NBA season (including pre-season games),

and, if any such default(s) or failure(s) referred to in subdivision (a) through (n) of this Section 510 is susceptible to cure by the City and shall not be cured by the City within thirty (30) days after the date of written demand therefor by Developer, then this Agreement and any rights of the City in this Agreement, may, at the option of Developer, be terminated with respect to the Project Site by written notice thereof to the City, and neither Developer, nor any assignee or transferee of Developer, shall have any further rights against or liability to the City under this Agreement with respect to the Project Site.

2. [§511] Termination by City

A. First, if prior to delivery of title and/or possession (as applicable) to the Arena Site and delivery of title and possession to the Ancillary Development Sites to Developer pursuant to the provisions of this Agreement:

1. Developer shall fail to timely deliver to the City any submission of evidence of equity and, if applicable, financing commitments with respect to the Site within the times set forth in the Schedule of Performance; or

2. Developer, in violation of the provisions of this Agreement, Transfers or attempts to Transfer this Agreement or any right herein, or in the Project Site (or portion thereof); or

3. there is a Change in Control in the ownership of Developer, or with respect to the identity of the parties in control of Developer, or the degree thereof contrary to the provisions of Section 106, in violation of the provisions of this Agreement; or

4. Developer does not timely deliver the SEC Design Drawings, and any of the other deliverables required by this Agreement, within the times set forth in the Schedule of Performance without the advance written consent of the City; or

5. Developer does not pay the Total Site Costs and take title and/or possession to the Arena Site (as applicable) and title and possession to the

Ancillary Development Sites by the date provided therefor in the Schedule of Performance, under a tender of conveyance by the City pursuant to this Agreement other than as a result of a prior termination of this Agreement or a default by the City; or

6. Developer fails to approve the FAA Restrictions on or before the date provided therefor in the Schedule of Performance, or

7. Developer fails to timely perform any other material obligation of the development of the Project Site as required under this Agreement,

Secondly, if the City serves Developer with a written demand specifying with particularity Developer's failure under subdivisions 1) through 7) of the foregoing part A of this Section 511, and such failure is not cured within thirty (30) days after the date of such written demand by the City, or if the failure is the type in which Developer is incapable of curing within the thirty (30) day period, and Developer fails to commence and perform the necessary actions to cure the failure within a reasonable period of time after commencement, then this Agreement and any rights of Developer in this Agreement, or arising therefrom with respect to the City may, at the option of the City, be terminated with respect to the Project Site by written notice of the City given to Developer specifying such termination, and thereafter neither the City nor Developer, nor any assignee or transferee of Developer, shall have any further rights against or liability to the other under this Agreement with respect to the Project Site.

G. [§512] Right of Re-Entry

The City shall have the right, at its sole option, which must be exercised, if at all, prior to the cure, to reenter and take possession of each of the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable, and all Improvements thereon, and to terminate and revest in the City the estate conveyed to Developer, if after conveyance of title and possession to the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, respectively, and prior to the recordation of the Release of Construction Covenants pertaining to the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, respectively, Developer shall:

(a) fail to commence construction of the Improvements (recognizing that commencement of construction shall include any grading or other site preparation activities performed on the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable, by Developer following conveyance) in accordance with the Schedule of Performance and within thirty (30) days following delivery of written notice of such failure by the City to Developer, provided that Developer has not obtained an extension or postponement of time pursuant to Section 605; or

(b) abandon or substantially suspend construction of the Improvements on the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site,

as applicable, for a period of nine (9) consecutive months and within thirty (30) days following delivery of written notice of such abandonment or suspension has been given by the City to Developer, provided Developer has not obtained an extension or postponement of time pursuant to Section 605; or

(c) Transfer or attempt to Transfer this Agreement, or any rights herein, or suffer any involuntary transfer of the Project Site or any portion thereof in violation of this Agreement, and such violation shall not be cured within thirty (30) days following delivery of written notice of such failure by the City to Developer.

Such right to re-enter, repossess, terminate, and revest shall be subject to and be limited by and shall not defeat, render invalid, or limit:

(i) any mortgage, deed of trust, or other security interests permitted by this Agreement with respect to the Arena Site, the West Parking Garage Site, the East Transportation Site and/or the Hotel Site, as applicable; or

(ii) any rights or interests provided in this Agreement for the protection of the holders of such mortgages, deeds of trust, or other security interests.

The rights established in this Section 512 shall not apply to the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, on which any Improvements to be constructed thereon have been completed in accordance with this Agreement and for which a Release of Construction Covenants has been recorded therefor as provided in Section 320.

The Grant Deeds to the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site shall contain appropriate reference and provision to give effect to the City's right, as set forth in this Section 512 under specified circumstances prior to the recordation of the applicable Release of Construction Covenants, to re-enter and take possession of the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable, with all Improvements thereon, and to terminate and revest in the City the estate conveyed to Developer and the terms of such Grant Deeds shall control over any inconsistent provisions of this Agreement.

Subject to the rights of the holders of security interests as stated in subparagraphs (i) and (ii) above, upon the revesting in the City of title to the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable, as provided in this Section 512, the City shall use commercially reasonable efforts to resell the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable, as soon and in such manner as the City shall find feasible to maximize the value thereof to a qualified and responsible party or parties (as determined by the City in its reasonable discretion), who will develop the Arena Site, the West Parking Garage Site, the East Transportation Site and/or the Hotel Site, as applicable, and will not re-sell the Arena Site, the West Parking Garage Site, the East Transportation Site and/or the Hotel Site, as applicable, and will not prior to such development or hold the Arena

Site, the West Parking Garage Site, the East Transportation Site and/or the Hotel Site, as applicable, for speculation in land.

Upon such resale of the Arena Site, the West Parking Garage Site, the East Transportation Site and/or the Hotel Site, as applicable, or any part thereof, and satisfaction of obligations owed to the holder of any mortgage, deed of trust or other security interest authorized by this Agreement, the proceeds thereof shall be applied:

(y) first, to reimburse the City, for all reasonable costs and expenses incurred by the City arising from and after such revesting in the City, including but not limited to fees of consultants engaged in connection with the recapture, management, and resale of the Arena Site, the West Parking Garage Site, the East Transportation Site and/or the Hotel Site, as applicable (but less any income derived by the City from the sale of the Arena Site, the West Parking Garage Site, the East Transportation Site and/or the Hotel Site, as applicable, in connection with such management); all taxes, assessments and water and sewer charges with respect to the Arena Site, the West Parking Garage Site, the East Transportation Site and/or the Hotel Site, as applicable (or, in the event the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable, is exempt from taxation or assessment or such charges during the period of City ownership, then such taxes, assessments, or charges, as would have been payable if the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable was not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of Developer; and any amounts otherwise owing to the City by Developer; and

(z) second, to reimburse Developer up to the amount equal to (1) the sum of the Purchase Price for the Arena Site, the West Parking Garage Site, the East Transportation Site and/or the Hotel Site, as applicable, and the Acquisition Costs for the Private Parcels paid to the City by Developer, if applicable; and (2) the hard and soft costs reasonably incurred for the construction of the Improvements and development of the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable, less (3) any gain or income withdrawn or made by Developer therefrom or from the improvements thereon attributable to the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site, as applicable.

Any balance remaining after such reimbursements shall be retained by the City as its property.

For avoidance of doubt, the City's exercise of its rights under this Section 512 shall be its sole and exclusive remedy for the conditions described in the foregoing subparts (a) – (c) and such reverter rights shall only be applicable to the specific portion of the Project Site (*i.e.*, the Arena Site, the West Parking Garage Site, the East Transportation Site or the Hotel Site) to

which such breach relates. To the extent that the right established in this Section 512 involves a forfeiture, it must be strictly interpreted against the City, the party for whose benefit it is created. The rights established in this Section 512 are to be interpreted in light of the fact that the City will convey the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site to Developer for development and not for speculation in undeveloped land.

VI. [§ 600] GENERAL PROVISIONS

A. [§ 601] Notices, Demands and Communications between the Parties

Notices, demands, and communications between the City and Developer shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested or by reputable overnight service that maintains delivery receipts (*e.g.*, Federal Express) to the principal offices of the City and Developer, as set forth below. All notices, demands, and communications under this Agreement will be deemed given, received, made, or communicated on the delivery date or attempted delivery date shown on the return receipt. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section 601. The respective mailing addresses of the parties are, until changed as provided herein, the following:

City:	City of Inglewood One Manchester Boulevard Inglewood, CA 90301 Attention: City Manager
with a copy to:	Office of the City Attorney One Manchester Boulevard Inglewood, CA 90301 Attention: City Attorney
with a copy to: (and shall not constitute notice to City)	Kane, Ballmer & Berkman 515 S. Figueroa Street, Suite 1850 Los Angeles, CA 90071 Attention: Royce K. Jones
Developer:	Murphy's Bowl LLC PO Box 1558 Bellevue, WA 98009-1558 Attention: Brandt A. Vaughan

with a copy to: (and shall not constitute notice to Developer)	Wilson Meany Four Embarcadero Center, Suite 3330 San Francisco, CA 94111 Attention: Chris Meany
with a copy to: (and shall not constitute notice to Developer)	Helsell Fetterman LLP 1001 Fourth Avenue, Suite 4200 Seattle, WA 98154 Attention: Mark Rising
with a copy to: (and shall not constitute notice to Developer)	Coblentz Patch Duffy & Bass LLP One Montgomery Street, Suite 3000 San Francisco, CA 94104 Attention: Matthew Bove

B. [§ 602] Conflicts of Interest

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

Developer warrants that it has not paid or given, and will not pay or give, any third-party any money or other consideration for obtaining this Agreement from the City, other than brokers, if any.

C. [§ 603] Nonliability of City Officials and Employees

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

D. [§ 604] Nonliability of Developer Members and Employees

No member, director, officer, partner, employee, or agent of Developer or any affiliate of Developer shall be personally liable to the City in the event of any default or breach by Developer or for any amount which may become due to the City or on any obligations under the terms of this Agreement.

E. [§ 605] Force Majeure; Extension of Time of Performance

In addition to specific provisions of this Agreement, the time period for performance by either party hereunder shall be extended where delays are due to or resulting from any cause beyond a party's reasonable control, including but not limited to war, insurrection, strikes, lock-

outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplies, acts of the other party, a failure of the National Basketball Association to grant a required approval which is not caused by a failure or default of Developer, acts or failure to act of the City or any other public or governmental agency or entity (other than an act or failure to act of the City which shall give rise to the delaying act described above), or an administrative appeal, judicial challenge, or filing an application for referendum relating to this Agreement or for any Project Approval or Subsequent Approval, even if development or construction activities are not stayed, enjoined, or otherwise prohibited (collectively a "**Challenge**") until the Challenge is finally resolved on terms satisfactory to Developer or the City or waived each in their sole discretion. An extension of time for any such cause shall be for the period of the delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of knowledge of the commencement of the cause. Times of performance under this Agreement, including all of the provisions of the Schedule of Performance, may also be extended in writing by the City Manager and Developer, and a party's consent to such extension shall not be unreasonably withheld, conditioned or delayed.

Wherever this Agreement refers to performance by a specific time, or in accordance with the Schedule of Performance, such times shall include any extensions pursuant to this Section 605. Subject to this Section 605, time is of the essence with respect to each provision of this Agreement.

F. [§ 606] Inspection of Books and Records

Prior to the issuance by the City of a Release of Construction Covenants for each of the Arena Site, the West Parking Garage Site, the East Transportation Site and the Hotel Site, as contemplated by this Agreement, the City shall have the right at all reasonable times upon five (5) business days' written notice to inspect the books and records of Developer pertaining to the Project Site as pertinent to the purposes of this Agreement when needed by the City to: (1) determine the final Remediation Cost Adjustment to the Purchase Price, (2) establish the evidence of financing referred to in Section 226; (3) determine the Excess Purchase Price, if any; and (3) determine amounts necessary to cure under Section 318 and 319.

G. [§ 607] Approvals

Except where this Agreement expressly provides for an approval of either party in its sole discretion, approvals required of the City or Developer shall not be unreasonably withheld, conditioned or delayed.

H. [§ 608] No Third Party Beneficiaries

This Agreement is made and entered into for the sole protection and benefit of the City and Developer, and no other Person shall have any rights or causes of action against either the

City or Developer hereon or hereunder nor shall any third party beneficiaries be established in any way by this Agreement. The City and Developer expressly acknowledge and agree they do not intend, by their execution of this Agreement, to benefit any Persons not signatory to this Agreement, including, without limitation, any brokers that may represent the parties to this transaction.

I. [§ 609] Attorneys' Fees

If any litigation is commenced between the parties to this Agreement concerning any provision of this Agreement, including all attachments hereto, or the rights and obligations of any party, the parties to this Agreement hereby agree that the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted by the court, to a reasonable sum as and for its attorneys' fees in that litigation which shall be determined by the court in that litigation or in a separate action brought for that purpose.

J. [§ 610] Counterparts

This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

K. [§ 611] Severability

Except as is otherwise specifically provided for in any Development Agreement entered into between the City and Developer, the invalidation of any provision of this Agreement, or of its application to either party, by judgment or court order shall not affect any other provision of this Agreement or its application to any party or circumstance, and the remaining portions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the fundamental purposes of this Agreement.

VII. [§ 700] SPECIAL PROVISIONS

A. [§ 701] Employment and Training Agreement

Notwithstanding anything contained in this Agreement to the contrary, Developer hereby agrees to comply and/or cause the compliance with the contracting as well as employment and training requirements set forth in the Employment and Training Agreement, which is attached to this Agreement as **Attachment No. 8**.

B. [§ 702] Relocation of City Well [CLEAR WITH LOUIS]

City shall relocate the City-owned and operated potable water well from its existing location on the City Parcels as set forth on **Attachment No. 1** (the "**Existing Well Site**"), to its new location of-site location, as set forth on **Attachment No. 1** (the "**New Well Site**"). All such expenses attributable to the well relocation and new well construction shall be at Developer's sole cost and expense and in accordance with a budget prepared by the City and approved by

Developer. The new well improvements shall be constructed substantially in accordance with plans and specifications approved by the City and Developer. The City shall (i) decommission and destroy the existing well in accordance with all applicable laws, orders, rules or regulations of any governmental authority (including, but not limited to California Department of Water Resources Bulletins 74-81 and 74-90), (ii) remove any portions of the existing improvements or equipment on the Existing Well Site as the City desires; (iii) terminate electric power service to the Existing Well Site; and (iv) seal the valve that cuts the exiting well off from the City's well water transmission main, each within the time period set forth in the Schedule of Performance, so that Developer may complete the demolition of the Existing Well Site after the Closing Date. The City shall complete the construction of the new well improvements on the New Well Site after the Closing Date within the time period set forth in the Schedule of Performance. The City shall terminate all agreements relating to the Existing Well Site within the time period set forth in the Schedule of Performance, including, without limitation, [all agreements with West Basin Municipal Water District relating to the Existing Well Site CHECK WITH LOUIS / BOYTRESE].

C. [§ 703] Point of Sale

To the extent legally permissible, Developer shall designate, and shall use commercially reasonable efforts to cause its contractors, subcontractors, vendors and other third parties under its control or with whom it enjoys privity of contract to designate the City of Inglewood as the point of sale for California sales and use tax purposes (to the extent the payment of sales and use tax is required by applicable law), for all purchases of materials, fixtures, furniture, machinery, equipment and supplies for the development of the Project Site in excess of _____ Dollars ($___) during construction thereof.

VIII. [§ 800] ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement shall be executed in five (5) duplicate originals each of which is deemed to be an original. This Agreement includes [_____ (__)] pages and [_____ (__)] attachments which constitute the entire understanding and agreement of the parties.

This Agreement constitutes the entire agreement of the parties hereto with respect to the disposition of the Project Site to Developer and integrates all of the terms and conditions mentioned herein or incidental hereto, and all agreements or understandings or representations between the parties. This Agreement supersedes the ENA and all negotiations or previous agreements between the parties related to the ENA.

None of the terms, covenants, agreements or conditions set forth in this Agreement shall be deemed to be merged with any of the Grant Deeds providing for the conveyance of the Project Site and this Agreement shall continue in full force and effect with respect to the Project Site from the date on which this Agreement is executed by the City until a Release of Construction Covenants is recorded for the Project Site as applicable.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and Developer.

This Agreement and any provisions hereof may be amended by mutual written agreement by Developer and the City and such amendment shall not require the consent of any other fee owner, tenant, lessee, easement holder, licensee, or any other person or entity having an interest in the Project Site. The City Manager (without any obligation to do so) and Developer may approve minor amendments to this Agreement (which shall not include changes related to monetary contributions or payments by Developer) by written agreement without a public hearing to the extent permitted by applicable laws, statutes, rules and regulations, including without limitation California Government Code Section 65868; provided however, the City Manager shall have the sole discretion to seek such approval by the City Council.

IX. [§ 900] TIME FOR ACCEPTANCE OF AGREEMENT BY THE CITY; DATE OF AGREEMENT

This Agreement, when executed by Developer and delivered to the City, must be authorized, executed and delivered by the City to Developer within thirty (30) days after this Agreement is signed by Developer, or the offer to enter into this Agreement may be revoked by Developer on written notice to the City. This Agreement shall be effective as of the Effective Date.

THE CITY:

CITY OF INGLEWOOD,
a municipal corporation

Dated: _____

By: _____
James T. Butts, Jr.
Mayor

DEVELOPER:

MURPHY'S BOWL LLC,
a Delaware limited liability company

Dated: _____

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM AND LEGALITY:

KENNETH R. CAMPOS
City Attorney

By: _____
Kenneth R. Campos, Esq.

APPROVED:

KANE, BALLMER AND BERKMAN
City Special Counsel

By: _____
Royce K. Jones, Esq.

ATTEST:

YVONNE HORTON
City Clerk

By: _____
Yvonne Horton

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 40

THE SILVERSTEIN LAW FIRM
A Professional Corporation

215 NORTH MARENGO AVENUE, 3RD FLOOR
PASADENA, CALIFORNIA 91101-1504
PHONE: (626) 449-4200 FAX: (626) 449-4205
ROBERT@ROBERTSILVERSTEINLAW.COM
WWW.ROBERTSILVERSTEINLAW.COM

April 13, 2020

VIA EMAIL fljackson@cityofinglewood.org; mwilcox@cityofinglewood.org

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

Re: Advance Notice Request and Comments and Objections to Notices of Exemption for, and of General Plan Amendment GPA-2020-01 and GPA-2020-02; CEQA Case Nos. EA-CE-2020-036 and EA-CE-2020-037

Dear Mr. Jackson and Ms. Wilcox:

I. INTRODUCTION AND ADVANCE NOTICE REQUEST.

This firm and the undersigned represent Kenneth and Dawn Baines, owners of the property located at 10212 S. Praire Ave., Inglewood. Please keep this office on the list of interested persons to receive timely notice of all hearings and determinations related to the proposed approval/adoption of the General Plan Amendments and Categorical Exemptions listed above ("Project(s)").

Pursuant to Public Resources Code Section 21167(f) and all applicable rules and regulations, please provide a copy of each and every Notice of Determination issued by the City in connection with these Projects. We incorporate by reference all Project objections raised by others with regard to both the present Notices of Exemption and amendments/adoption of General Plan Elements. To the extent the Projects are part of or interrelated with the Clippers IBEC project, we incorporate by reference all public comments/objections to the IBEC project as well as its Draft EIR.[1],[2],[3].

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[1] See http://ibecproject.com/

[2] We specifically request that all the hyperlinks in this letter be downloaded and printed out, submitted to the agency, and be included in the City's control file and record

for the Project, as duly provided by applicable case law.

[3] See http://opr.ca.gov/ceqa/docs/ab900/20190201-AB900_IBEC_Community_letters_1.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190201-AB900_IBEC_Community_letters_2.pdf , http://opr.ca.gov/ceqa/docs/ab900/20190204-AB900_IBEC_Inglewood_Residents_Against_Takings_Evictions_Comments.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190204-AB900_IBEC_MSG_Forum_AB_987_Comment_Letter_without_Exhibits.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190204-AB900_IBEC_MSG_Forum_AB_987_Comment_Letter_EXHIBITS_1-4.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190204-AB900_IBEC_MSG_Forum_AB_987_Comment_Letter_EXHIBIT_5.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190204-AB900_IBEC_MSG_Forum_AB_987_Comment_Letter_EXHIBITS_6-7.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190204-AB900_IBEC_MSG_Forum_AB_987_Comment_Letter_EXHIBITS_8-10.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190222-AB900_IBEC_Comment_Climate_Resolve.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190304-AB900_IBEC_NRDC.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190422-AB900_IBEC_MSG_Supp_Lette_re_IBEC_App_Tracking_No-2018021056.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190422-AB900_IBEC_MSG_Supp_Lette_re_IBEC_App_Tracking_No-2018021056.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190621-IBEC_Comment_NRDC_Clippers_response_6-21-19.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190628-AB900_Inglewood_Comment_Opposition_to_Supplemental_Application.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190628-AB900_Inglewood_Comment_resident_letters.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190628-AB900_Inglewood_Comment_Resident_Letters_1.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190628-AB900_Inglewood_Comment_Resident_Letters_2.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190628-Final_Inglewood_Community_Letters.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190628-MSG_AB_987_Letter_re_Supplemental_Application_with_exhibits.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190628-IBEC.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190729-Public_Counsel_letter_RE_AB_987_Inglewood_Arena_Project.pdf,

This letter is also an **Advance Notice Request** that the City of Inglewood Department of City Planning, the City Clerk's office, and all other commissions, bodies and offices, provide this office with advance written notice of any and all meetings, hearings and votes in any way related to the above-referenced proposed Projects and any projects/entitlements/actions related to any and all events or actions involving these Projects.

Your obligation to add this office to the email and other notification lists includes, but is not limited to, all notice requirements found in the Public Resources Code and Inglewood Municipal Code. Some code sections that may be relevant include Public Resources Code Sections 21092 and 21092.2.

This Advance Notice Request is also based on Government Code § 54954.1 and any other applicable laws, and is a formal request to be notified in writing regarding the Projects, any invoked or proposed CEQA exemptions, any public hearings related to the Draft or Final EIR for the IBEC project, together with a copy of the agenda, or a copy of all the documents constituting the agenda packet, of any meeting of an advisory or legislative body, by email and mail to our office address listed herein. We further request that such advance notice also be provided to us via email specifically at: Robert@RobertSilversteinLaw.com; Esther@RobertSilversteinLaw.com; Naira@RobertSilversteinLaw.com; and Veronica@RobertSilversteinLaw.com.

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http://opr.ca.gov/ceqa/docs/ab900/20190903-AB900_IBEC_Community_Letters.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190903-AB900_IBEC_Inglewood_Community_Letters-2.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190909-AB900_IBEC_MSG_OPR_Letter_September_2019_with_exhibits.pdf, http://opr.ca.gov/ceqa/docs/ab900/20191112-AB900_IBEC_AB987_Inglewood_Residents_Against_Takings_and_Evictions%20.pdf, http://opr.ca.gov/ceqa/docs/ab900/20191114-Barbara_Boxer_GHG_Emissions_Commitment_Letter.pdf, http://opr.ca.gov/ceqa/docs/ab900/20191127-AB900_IBEC_AB987_Resident_Letters_Supplement_to_GHG_Emissions_Commitment.pdf, http://opr.ca.gov/ceqa/docs/ab900/20191127-AB900_IBEC_AB987_Resident_Letters_Supplement_to_GHG_Emissions_Commitment_2.pdf, http://opr.ca.gov/ceqa/docs/ab900/20191127-AB900_IBEC_AB987_MSG_Forum_Supplement_to_GHG_Emissions_Commitment.pdf, http://opr.ca.gov/ceqa/docs/ab900/20191205-AB987_IBEC_Comment_MSG_Forum.pdf.

Finally, to the extent that an advance written request is required for any and all City hearings regarding the above-referenced project to be recorded and/or transcribed, this letter shall constitute that advance written request. Please include this letter in the record for this matter.

Please, acknowledge receipt of the Advance Notice Request above.

Please also provide a current time line of all scheduled and anticipated events, including hearings or approvals of any type, related to the Projects.

II. OBJECTIONS TO THE LACK OF ADEQUATE AND CONSISTENT NOTICE AND REQUEST TO RESCHEDULE THE APRIL 13, 2020 HEARING.

On April 13, 2020, our office came across the City's *special* meeting agenda for the Planning Commission's Special Meeting on April 13, 2020, at 7:00 p.m. The agenda included Items 5(d) and 5(e) related to the Projects – i.e., amendments to the General Plan.

Based on information we have obtained, the City of Inglewood ("City") is closed for COVID-19 reasons effective April 13 through April 27, 2020. Yet we were informed at approximately 6:00 p.m. tonight that despite the shutdown of City Hall, this Planning Commission hearing is proceeding nonetheless. That is an outrage to the concept of transparency and public participation.

We hereby object to the City's short imposed deadlines, special meetings, inadequate and inconsistent notices, and particularly, to the notice of the special meeting on April 13, 2020 during this time of the COVID-19 crisis. Moving forward with the Projects would also be in violation of the Brown Act's open meetings requirements and any decision taken today will be invalid.

We therefore request that the City reschedule the Special Meeting of April 13, 2020 and properly circulate the notice and all documents related to the Projects, including but not limited to the drafts of the Land Use and Environmental Justice Elements, to afford meaningful opportunity to the public and public agencies to comment on the proposed amendments to the General Plan – prior to any approval. The City's failure to reschedule and duly circulate the documents prior to the respective approvals of the Projects will constitute an abuse of discretion and failure to proceed in a manner required by law.

We also request that the City postpone any action or hearing on General plan amendments until and unless 90 days after the stay-at-home orders have been lifted by the California Governor. State and Planning and Zoning laws necessitate public participation for all actions, whereas the presently-utilized remote participation is often disrupted because of connection problems. The City should not take advantage of these unfortunate times, where people are fighting against the virus and some people are fighting for their lives, to rush through projects of such magnitude as amendments to the City's General Plan.

We also object to the City's imposition of strict deadlines for non-essential projects during the COVID-19 crisis given that – as evidenced by the recent letter of the League of California Cities to the Governor asking for tolling of all deadlines – city staffing shortages affect the efficiency of their work. We request that the City toll and extend its deadlines for public comment period on all environmental documents, including the Notices of Exemption for the Projects, until after the COVID-19 crisis is contained and the Governor lifts stay-at-home orders.

III. LACK OF MEANINGFUL OPPORTUNITY FOR PUBLIC PARTICIPATION PARTICULARLY FOR COVID-19 REASONS.

The City cannot approve the Projects or Notices of Exemption or related findings because it cannot make a finding that those are consistent with the City's General Plan, as the City has not duly circulated the documents for the public to review and comment upon.

Further, the City may not be able to satisfy the public participation requirement under Cal. Gov't Code § 65351, which provides: "During the preparation or amendment of the general plan, the planning agency shall provide opportunities for the involvement of citizens, public agencies, public utility companies, and civic, education, and other community groups, through public hearings and any other means the city or county deems appropriate."

To the extent that the Projects, specifically, the General Plan amendments, are also interrelated with and being piecemealed from the IBEC project and its DEIR, the Projects will unavoidably facilitate or be used in furtherance of the IBEC project. In turn, the City may not rely on Categorical Exemptions to approve the Projects because doing so would facilitate the IBEC project, which project will have significant, unmitigable impacts. In other words, the use of Categorical Exemptions is facially improper because the Projects are being used to facilitate and expedite approval of the IBEC project and its DEIR. Accordingly, the approval of the instant Projects will cause or contribute to direct or

indirect physical impacts to the environment. Piecemealing the Projects out of the IBEC project and its review is independently a violation of CEQA.

IV. THE PROPOSED LAND USE AND ENVIRONMENTAL JUSTICE ELEMENTS ARE INTERRELATED WITH THE IBEC PROJECT AND THEREFORE ARE ILLEGALLY PIECEMEALED FROM IT.

These rushed proposed General Plan amendments come at a time when the Clippers IBEC project is being processed and promoted. The IBEC project itself requires zoning changes and amendments to the General Plan's Land Use Element.

The IBEC project has been severely criticized for its 42 environmental adverse impacts, including GHG emissions by bringing in millions of cars, causing severe traffic impacts, and adversely impacting the disadvantaged community of Inglewood, including their health and safety.

The IBEC project has been criticized for its conflicts with environmental justice principles.

Therefore, it appears that the City's efforts to amend the General Plan and include Land Use Element Amendments and the Adoption of an Environmental Justice Element on such a rushed basis, without adequate process for the public, and with zero environmental review in an obvious effort to piecemeal this issue away from where it should be analyzed as part of the IBEC project CEQA review, aims to further the IBEC project without properly and timely disclosing that purpose to the public.

V. THE LAND USE ELEMENT AMENDMENT MAY NOT BE ADOPTED DUE TO LACK OF A CIRCULATED DOCUMENT FOR PUBLIC REVIEW AND COMMENT.

The draft Land Use Element amendment was not available online or was not locatable in a place on the City's website that the public would easily or logically identify. Therefore, it was impossible for the public to see the amendments to be able meaningfully to comment on them. The proposed amendments may not be adopted on this additional ground.

VI. CEQA EXEMPTIONS ARE INAPPLICABLE FOR THE GENERAL PLAN AMENDMENTS AND THE CITY HAS NOT MET ITS BURDEN TO INVOKE THE EXEMPTION.

The City's invoked Exemptions for the proposed Projects - i.e., general plan amendments and adoption of the elements – are in error. Pursuant to the Notices, the City invokes Categorical Exemptions under CEQA Guidelines Sections 15061(b)(3) and 15060(c)(2), by claiming a "common sense" exemption.

> Guidelines Section 15061(b)(3) reads:
>
> "(3) The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with **certainty** that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." (Emphasis added.)

Based on the quoted language, CEQA requires certainty that there is no possibility that the activity in question may have a significant effect on the environment. There cannot be such certainty where the proposal is to "clarify" the densities in the Land Use Element, where the draft Land Use Element amendment was never properly circulated to the public, and where – in the case of the common sense exemption – it is the duty and burden of the agency to prove with certainty that the Projects will have no environmental impacts.

Moreover, to the extent the Projects here are interrelated to the IBEC project and facilitate it or its components, as clearly appears to be the case, the Projects may not invoke any common sense exemption at all.

The Projects cannot be approved using categorical exemptions since it is impossible for the City to demonstrate the "certainty" of no potential environmental impacts. Exemptions from CEQA's requirements are to be construed narrowly in order to further CEQA's goals of environmental protection. See Azusa Land Reclamation Co. v. Main San Gabriel Basin Watermaster (1997) 52 Cal.App.4th 1165, 1220. Projects may be exempted from CEQA only when it is indisputably clear that the cited exemption applies. See Save Our Carmel River v. Monterey Peninsula Water Management Dist. (2006) 141 Cal.App.4th 677, 697.

VII. CONCLUSION.

We respectfully request that the City cancel the Planning Commission of April 13, 2020 related to the Projects, duly circulate the draft amendments to the public for public comment, conduct meaningful environmental review, including as part of a recirculated IBEC project Draft EIR, and not further process the subject Projects as stand-alone approvals, much less based upon categorical exemptions under CEQA.

Very truly yours,

/s/ Robert Silverstein

ROBERT P. SILVERSTEIN
FOR
THE SILVERSTEIN LAW FIRM, APC

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May 26, 2020

VIA EMAIL fljackson@cityofinglewood.org; mwilcox@cityofinglewood.org

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

Re: Objections to General Plan Amendments and Notices of Exemption for, and of General Plan Amendment GPA-2020-01 and GPA-2020-02; CEQA Case Nos. EA-CE-2020-036 and EA-CE-2020-037

Dear Mr. Jackson and Ms. Wilcox:

Please include this letter in the administrative record for **both** the above-referenced matters **and** the Inglewood Basketball and Entertainment Center (IBEC) SCH No. 2018021056.

I. INTRODUCTION.

This firm and the undersigned represent Kenneth and Dawn Baines, owners of the property located at 10212 S. Prairie Ave., Inglewood. Please keep this office on the list of interested persons to receive timely notice of all hearings and determinations related to the City's proposed adoption of the General Plan Amendments for the Land Use Element and adoption of the Environmental Justice (EJ) Element ("Project(s)") and their Categorical Exemptions.

This is a further follow up to our April 13, 2020 objection letter about the Projects. (**Exh. 1** [April 13, 2020 Objections to GP Amendments].)

Please provide a current time line of all scheduled and anticipated events, including hearings or approvals of any type, related to the Projects.

II. PIECEMEALING AND PIECEMEAL APPROVAL OF THE GENERAL PLAN AMENDMENT OF THE LAND USE ELEMENT VIOLATES CEQA AND STATE PLANNING AND ZONING LAWS.

The Land Use Element amendment is proposed both as: (A) an *approval action* for the IBEC Project at Section 2.6 (DEIR, p. 2-88 [**Exh. 2**])[1, 2], and (B) an alleged stand-alone action outside of the IBEC Project, presented on April 1, 2020 –after the close of the IBEC DEIR's public comment period of March 24, 2020. The IBEC DEIR does not provide any detail as to land use amendments, including the density or setbacks in proposed zone changes. (DEIR, p. 2-88 [**Exh. 2**].)[3] The stand-alone Land Use amendment supplies those details.

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[1] For the IBEC DEIR, see https://saoprceqap001.blob.core.windows.net/60191-3/attachment/a-wQrPYfgqX6rH7PlozmRPEvEaRCdDy9wtEOIK6Lkzx9y2kM5Y76yA2pvL0h1Nhm4o1xu79V9PavU-kk0 (**Exh. 2**[IBEC DEIR, Section 2.6].)

[2] We specifically request that all the hyperlinks in this letter be downloaded and printed out, submitted to the agency, and be included in the City's control file and administrative record for the Project and for the IBEC Project.

[3] **Long after** the release of the DEIR on December 27, 2019 and the close of the public review period on March 24, 2020, the Project Applicant presented its own draft of the proposed amendments to the land use, circulation, and safety elements on May 4, 2020 (also the date of close of escrow between Murphy's Bowl and MSG Forum). See details at http://ibecproject.com/IBECEIR_031888.pdf . (**Exh. 3** [May 4, 2020 Draft of GP Amendments].) Not surprisingly, the IBEC Applicant *repeatedly inserted* the respective language for a new land use of the sports complex into the industrial zoning-allowed uses, goals, and policies in the Land Use Element. The Applicant also *removed* the designation of 102nd Street as a "collector street" (i.e., requiring a specific width and not subject to closure) from the Circulation Element, to allow its vacation. Both changes demonstrate that the Project is **inconsistent with** the existing General Plan and Land Use & Circulation Elements, contrary to the DEIR's finding of consistency. And both changes are illegal since it is the Project that must be consistent with the General Plan, not the opposite. Finally, the after-the-fact presentation of the General Plan amendments rather than incorporating those in the IBEC DEIR makes the IBEC DEIR fatally flawed, including because these omissions impaired informed meaningful public comment and informed public participation.

The review of both actions shows that they are **interrelated** and **complementary** parts of a single **coordinated endeavor** to achieve **increased density and intensity** to further, first and foremost, the **IBEC Project** currently proposed for City approval. [4]

A. Residential Density Increases.

At the outset, we object to the City's *labeling* of the proposed amendments as "clarifications," which misinforms and downplays the scope and impact of the amendments.

The Land Use Element amendments *add* a number of people for each dwelling unit and, for that purpose, use the California Department of Finance's 3.02 multiplier. The 3.02 multiplier is not supported by substantial evidence, since the majority of new projects are comprised of primarily single and one-bedroom units for a maximum two occupants. Moreover, the City could choose lower multipliers, such as the 2.7 multiplier from SCAG.[5] The City's choice of a bigger multiplier leads to a higher *allowable* density, which, in turn, will lead to more impacts (e.g., traffic increase, GHG increase, utility usage, need for public services, and open space).

Specifically, the density of the major mixed-use projects in the amendments furthers the IBEC Project's proposed hotel, for which the IBEC DEIR did not provide any detail beyond the approximate number of "up to 150 rooms." The new standard will allow the Project to enlarge and modify the IBEC DEIR's vague, and legally non-compliant project description.

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[4] The City's agenda for the Public Hearing on May 6, 2020, included three items, two of which are the General Plan amendments described here, and the third is listed as related to parking districts to accommodate major event patrons. Although the issue has been pulled out from the PC agenda, it was agendized for the City Council agenda of May 5, 2020. The staff report for the May 5, 2020 agenda on the issue shows the parking districts are associated with the IBEC project.

[5] Other jurisdictions have been using SCAG's more conservative 2.7 multiplier (e.g., City of Glendale, South Glendale Community Plan, see https://www.glendaleca.gov/home/showdocument?id=42160).

B. Building Intensity Increases: Industrial Zone.

The Land Use Element amendments also propose "building intensity" increases, which specifically intensifies the industrial land use designation.

Based on the table in the Resolution, the **industrial** use is provided at **1380% building intensity**. Notably, the IBEC Project proposes to redesignate commercial lots into industrial. (DEIR, p. 2-88.) The stand-alone amendment will qualify the IBEC lots for the maximum 1380% building intensity. Apart from the Resolution, the staff report mentions that those intensity parameters are related to the setbacks and landscaping. The IBEC Project has been criticized for its inadequate setbacks and landscaping. The proposed amendments will further the IBEC Project by purportedly making it consistent with the General Plan, again implicating clear piecemealing violations in and from the IBEC DEIR.

We further object to the City's failure to explain in the proposed stand-alone Land Use Element amendment *what* the proposed percentage intensities *practically* mean, to allow informed decisionmaking and comment.

C. Building Intensity: Medical Office Uses.

The proposed amendments include a separate intensity for hospital-medical/residential land use designation set at 390%. This is applicable to the 25,000 sq. ft. "Sports Medicine Clinic," included in the project. (DEIR, p. S-4). We similarly object to the City's failure to explain the practical meaning of the proposed intensities, and to the obvious piecemealing violations in and from the IBEC DEIR.

D. Lack of Baseline Disclosure to Enable Meaningful Informed Public Comment.

Neither the IBEC DEIR nor the recently published Resolution for General Plan Land Use Element density/intensity provides the *existing* density/intensity, therefore depriving the public – and decisionmakers – from setting the baseline conditions and consequently assessing the scope of the increases in density/intensity. CEQA requires setting the correct baseline for any project in order to begin/enable any environmental review.

E. The Invoked CEQA Exemptions Are Improper.

The City's invoked two CEQA exemptions under Guidelines §§ 15061(b)(3) and 15060(c)(2) are improper as both require a finding that the project *may not* have an environmental impact. Such finding cannot be made in this case. As shown above and with the example of the IBEC Project, the proposed amendments have the *potential* to impact the environment directly or indirectly. Moreover, in the staff report only, the City appears to invoke an exemption under CEQA Guidelines § 15305 for "minor alterations" related to less than 20% slope. The exemption is inapplicable since it applies to "minor" alterations and it is for specific physical development projects.

To comply with CEQA, the IBEC DEIR must be recirculated to include the proposed General Plan amendments, and provide opportunities for public review and comment. The proposed General Plan amendments of the Land Use Element – whether together with the IBEC Project or separate from it – cannot proceed without CEQA review and should incorporate all the missing information about the scope of practical changes, their impacts, and the baseline assumptions, as indicated above.

III. PIECEMEALING OF THE GENERAL PLAN AMENDMENT: CIRCULATION ELEMENT.

The City's Land Use Element amendment was improperly adopted because of the lack of corresponding amendments to the Circulation Element of the General Plan, as mandated by the correlation requirement under Govt. Code § 65302. The City may not allow more people per unit and more intensity per commercial/industrial/medical structure, yet piecemeal the issue of related traffic/pedestrian circulation and adopt those separately.

The IBEC Project includes amendments to the Circulation Element, but those are purportedly narrow and limited to "Updating Circulation Element maps and text to reflect vacation of portions of West 101st Street and West 102nd Street and to show the location of the Proposed Project." (DEIR, p. 2-88; pdf p. 228.)

The limited General Plan amendments of the Circulation element disclosed in the IBEC DEIR violate CEQA's mandate of good faith disclosure. Also, the IBEC DEIR's limited Circulation element amendment and the lack of the Circulation Element Amendment to support the actual land use changes of the IBEC Project and the Density/Intensity of the General Plan Land Use Element amendments violate the correlation requirement under Govt. Code § 65302.

IV. PIECEMEALING OF THE GENERAL PLAN AMENDMENT AND PIECEMEAL ADOPTION OF THE ENVIRONMENTAL JUSTICE ELEMENT, LACK OF PROPER NOTICE, NON-CONCURRENT ADOPTION, MISLEADING INFORMATION, AND IMPROPER USE OF EXEMPTIONS.

A. The IBEC DEIR Failed to Disclose EJ Element Adoption.

The IBEC DEIR downplayed EJ (DEIR, p. 3.12-16; pdf p. 1010 **[Exh. 4]**). It did not disclose the need for adoption of the EJ Element despite Section 2.6 (Approval Actions) amendments to three elements of the General Plan, *necessitating* an EJ Element *concurrent* adoption under Govt. Code § 65302(h)(2). We raised objections to the City's EJ piecemealing on April 13, 2020, which we incorporate by reference herein.

B. Lack of Proper Notice.

We object to the City's inadequate notice of the adoption of the EJ Element, especially in these COVID-19 critical times. The City published a Notice of Exemption on April 1, 2020, included it in two Planning Commission agendas, and yet produced the *link* to the actual text of the Draft EJ element only in the agenda packet for its May 6, 2020 hearing.[6] The City provided limited time and possibility for the public to find out about the text of the EJ Element and to review it prior to any amendments.

That workshops were conducted with the public on the EJ Element is irrelevant. During the workshops, the public was merely surveyed about concerns and had no chance to see the actual amendments and thus to participate "*during* the preparation" of the amendments. Gov't Code § 65351.

C. Misleading Information in the EJ Element and its Prior Outreach.

The City's EJ Element, as well as the workshops leading to it, have strayed from the EJ Element principles to ensure the *health* of the disadvantaged communities, as contemplated and mandated by the State Planning and Zoning Laws. The EJ workshops were reportedly focused on affordable housing. (**Exh. 6** [Article re EJ Workshop].)

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[6] Based on our office's continuous searches for the agenda packet for the May 6, 2020 hearing, it was not posted on the City's website until April 30, 2020 at **8:05 pm**. (**Exh. 5** p. 10 [City Agendas page printout on May 1, 2020].)

The City's EJ Element acknowledges that the majority of Inglewood's population constitutes a disadvantaged community; yet, it focuses on *additional funding* Inglewood is eligible for, instead of proposing practical development policies to avoid air pollution and to protect the health of the population. (**Exh. 7** p. 5 [EJ Element].)[7]

Moreover, the City's EJ Element does nothing more than propose what is **already guaranteed**; e.g., "no net loss of affordable housing" (EJ Element, p. 23) is guaranteed under AB 2222 in 2014,[8] "compliance with state and federal environmental regulations in project approvals" (EJ Element, p. 16).[9] Other policies in the provision of housing simply reiterate *aspirational* rather than *mandatory* policies (EJ Element, pp. 22-23).

The majority of EJ policies promote Developer-favored and community disfavored transit-oriented development (TOD) – i.e., higher density and reduced or no parking, which should be re-evaluated in view COVID-19's social distancing rules and long-term behavioral changes, resulting in the underlying assumptions undergirding the City's analysis being called into question.

Moreover, the EJ Element proposes vague measures to improve connectivity, with their own potential impacts. For example, the EJ Element does not explain what the EJ's "traffic calming measures" or "promote pedestrian movement" mean. Typically, one of the commonly known "traffic calming" methods is merging/removing lanes on arterial streets with heavy traffic and widening the sidewalks instead, to reduce the flow of cars and improve pedestrian walking experience. *Assuming* that is among the *unidentified* traffic-calming measures, such measure may have its own impacts, such as shifting the traffic from central streets onto the adjacent narrower streets and resulting in more traffic

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7 https://www.cityofinglewood.org/DocumentCenter/View/14211/Environmental-Justice-Element

8 https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140AB2222

9 Also, the City's incorporation of "compliance" with state and federal regulations for GHG emissions violates the "additionality" principle, as such compliance is included in the baseline assumptions of every project. See p. 32 at http://www.capcoa.org/wp-content/uploads/2010/11/CAPCOA-Quantification-Report-9-14-Final.pdf (**Exh. 8** [Additionality].)

gridlock and associated delays in response times of emergency, fire, and police services, and/or pedestrian safety issues. All such issues should have been disclosed, analyzed and mitigated. They were not, thus constituting additional violations of law.

Last, the drafted EJ Element ignored numerous concerns raised by the public, including danger to bike riders, constrained parking, unsafe buses (EJ Element, Appendix A, p. 1); more police patrols needed in the City (EJ Element, Appendix A, p. 2); "the Clipper's arena and Forum area have huge increases in traffic and pollution from traffic. Rents are also skyrocketing", more bike lanes needed, "overcrowdings is also an issue and there is an increase in the spread of diseases due to overcrowding, rents are increasing the most near the stadiums." (Appendix A p. 4, EJ Element.)

In sum, the drafted EJ Element sets low and vague standards for EJ and will thereby induce and rubberstamp any large-scale residential or commercial transit-oriented developments, and particularly the IBEC Project, relying on illusory mitigation measures, such as mass transit, unspecified traffic calming methods, vacation of streets or merging of lanes, and reduced parking. The IBEC Project has been repeatedly criticized for its environmental inequity.[10] With the EJ element as proposed, the *IBEC Project will evade* the EJ mandates under state laws meant to ensure the health of Inglewood's disadvantaged population and such population's genuine involvement in the land use decisions prior to any large scale project approval, particularly the IBEC Project approvals. As a reasonably foreseeable consequence of the proposed lower standards, the proposed EJ Element will fail to identify and mitigate EJ violations when projects – and particularly the IBEC Project – severely impact human life and safety, which is a CEQA concern.

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[10] See e.g, NRDC's comment ("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 ticket**")
http://ibecproject.com/IBECEIR_029924.pdf; or public community comments ("project will have a **very damaging impact on our environment in terms of air quality as well as noise, traffic** and more. Can you please think about **all the cars spewing emissions** in our community? What are the **real impacts to our children and our older people**?")
http://opr.ca.gov/ceqa/docs/ab900/20190201-AB900_IBEC_Community_letters_1.pdf
(**Exh. 9** [NRDC and Public Comments].)

D. The EJ Element Adoption Is Not Exempt from CEQA, Due to Its Potential to Cause Environmental Impacts.

The City's invoking of the common sense exemption for the adoption of the EJ Element is inappropriate in view of the Element's *potential* to cause environmental impacts and *potential* to allow large scale projects, such as the IBEC Project, to evade mitigation of health and other environmental impacts on the population. The absence of an accurate, stable and finite project description, as well as the vagueness of the proposed measures (e.g., traffic calming, promoting pedestrian flows) makes the proposed EJ policies further *capable* of causing unmitigated environmental impacts.

The analysis of the inapplicability of CEQA exemptions in the Land Use Element section, supra, applies here as well; we incorporate it by reference.

V. CONCLUSION.

We respectfully request that the City Council reject the proposed Land Use Element amendments and Environmental Justice Element and require staff to supplement the missing information and comply with the law as detailed above. We also request that the City review the proposed amendments to the General Plan and their impacts *in conjunction with* the IBEC Project, and to fully disclose, evaluate and mitigate those in the IBEC DEIR, as either *part of* the IBEC Project or – at a minimum – cumulatively as *related projects*. Finally, we object to the City's use of categorical exemptions, and request meaningful CEQA review of impacts of both Projects.

Very truly yours,

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

RPS:vl
Encls.

EXHIBIT 1

THE SILVERSTEIN LAW FIRM
A Professional Corporation

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April 13, 2020

VIA EMAIL fljackson@cityofinglewood.org; mwilcox@cityofinglewood.org

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

Re: Advance Notice Request and Comments and Objections to Notices of Exemption for, and of General Plan Amendment GPA-2020-01 and GPA-2020-02; CEQA Case Nos. EA-CE-2020-036 and EA-CE-2020-037

Dear Mr. Jackson and Ms. Wilcox:

I. INTRODUCTION AND ADVANCE NOTICE REQUEST.

This firm and the undersigned represent Kenneth and Dawn Baines, owners of the property located at 10212 S. Praire Ave., Inglewood. Please keep this office on the list of interested persons to receive timely notice of all hearings and determinations related to the proposed approval/adoption of the General Plan Amendments and Categorical Exemptions listed above ("Project(s)").

Pursuant to Public Resources Code Section 21167(f) and all applicable rules and regulations, please provide a copy of each and every Notice of Determination issued by the City in connection with these Projects. We incorporate by reference all Project objections raised by others with regard to both the present Notices of Exemption and amendments/adoption of General Plan Elements. To the extent the Projects are part of or interrelated with the Clippers IBEC project, we incorporate by reference all public comments/objections to the IBEC project as well as its Draft EIR.[1],[2],[3].

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[1] See http://ibecproject.com/

[2] We specifically request that all the hyperlinks in this letter be downloaded and printed out, submitted to the agency, and be included in the City's control file and record

for the Project, as duly provided by applicable case law.

[3] See http://opr.ca.gov/ceqa/docs/ab900/20190201-AB900_IBEC_Community_letters_1.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190201-AB900_IBEC_Community_letters_2.pdf , http://opr.ca.gov/ceqa/docs/ab900/20190204-AB900_IBEC_Inglewood_Residents_Against_Takings_Evictions_Comments.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190204-AB900_IBEC_MSG_Forum_AB_987_Comment_Letter_without_Exhibits.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190204-AB900_IBEC_MSG_Forum_AB_987_Comment_Letter_EXHIBITS_1-4.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190204-AB900_IBEC_MSG_Forum_AB_987_Comment_Letter_EXHIBIT_5.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190204-AB900_IBEC_MSG_Forum_AB_987_Comment_Letter_EXHIBITS_6-7.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190204-AB900_IBEC_MSG_Forum_AB_987_Comment_Letter_EXHIBITS_8-10.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190222-AB900_IBEC_Comment_Climate_Resolve.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190304-AB900_IBEC_NRDC.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190422-AB900_IBEC_MSG_Supp_Lette_re_IBEC_App_Tracking_No-2018021056.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190422-AB900_IBEC_MSG_Supp_Lette_re_IBEC_App_Tracking_No-2018021056.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190621-IBEC_Comment_NRDC_Clippers_response_6-21-19.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190628-AB900_Inglewood_Comment_Opposition_to_Supplemental_Application.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190628-AB900_Inglewood_Comment_resident_letters.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190628-AB900_Inglewood_Comment_Resident_Letters_1.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190628-AB900_Inglewood_Comment_Resident_Letters_2.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190628-Final_Inglewood_Community_Letters.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190628-MSG_AB_987_Letter_re_Supplemental_Application_with_exhibits.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190628-IBEC.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190729-Public_Counsel_letter_RE_AB_987_Inglewood_Arena_Project.pdf,

This letter is also an **Advance Notice Request** that the City of Inglewood Department of City Planning, the City Clerk's office, and all other commissions, bodies and offices, provide this office with advance written notice of any and all meetings, hearings and votes in any way related to the above-referenced proposed Projects and any projects/entitlements/actions related to any and all events or actions involving these Projects.

Your obligation to add this office to the email and other notification lists includes, but is not limited to, all notice requirements found in the Public Resources Code and Inglewood Municipal Code. Some code sections that may be relevant include Public Resources Code Sections 21092 and 21092.2.

This Advance Notice Request is also based on Government Code § 54954.1 and any other applicable laws, and is a formal request to be notified in writing regarding the Projects, any invoked or proposed CEQA exemptions, any public hearings related to the Draft or Final EIR for the IBEC project, together with a copy of the agenda, or a copy of all the documents constituting the agenda packet, of any meeting of an advisory or legislative body, by email and mail to our office address listed herein. We further request that such advance notice also be provided to us via email specifically at: Robert@RobertSilversteinLaw.com; Esther@RobertSilversteinLaw.com; Naira@RobertSilversteinLaw.com; and Veronica@RobertSilversteinLaw.com.

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http://opr.ca.gov/ceqa/docs/ab900/20190903-AB900_IBEC_Community_Letters.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190903-AB900_IBEC_Inglewood_Community_Letters-2.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190909-AB900_IBEC_MSG_OPR_Letter_September_2019_with_exhibits.pdf, http://opr.ca.gov/ceqa/docs/ab900/20191112-AB900_IBEC_AB987_Inglewood_Residents_Against_Takings_and_Evictions%20.pdf, http://opr.ca.gov/ceqa/docs/ab900/20191114-Barbara_Boxer_GHG_Emissions_Commitment_Letter.pdf, http://opr.ca.gov/ceqa/docs/ab900/20191127-AB900_IBEC_AB987_Resident_Letters_Supplement_to_GHG_Emissions_Commitment.pdf, http://opr.ca.gov/ceqa/docs/ab900/20191127-AB900_IBEC_AB987_Resident_Letters_Supplement_to_GHG_Emissions_Commitment_2.pdf, http://opr.ca.gov/ceqa/docs/ab900/20191127-AB900_IBEC_AB987_MSG_Forum_Supplement_to_GHG_Emissions_Commitment.pdf, http://opr.ca.gov/ceqa/docs/ab900/20191205-AB987_IBEC_Comment_MSG_Forum.pdf.

Finally, to the extent that an advance written request is required for any and all City hearings regarding the above-referenced project to be recorded and/or transcribed, this letter shall constitute that advance written request. Please include this letter in the record for this matter.

Please, acknowledge receipt of the Advance Notice Request above.

Please also provide a current time line of all scheduled and anticipated events, including hearings or approvals of any type, related to the Projects.

II. OBJECTIONS TO THE LACK OF ADEQUATE AND CONSISTENT NOTICE AND REQUEST TO RESCHEDULE THE APRIL 13, 2020 HEARING.

On April 13, 2020, our office came across the City's *special* meeting agenda for the Planning Commission's Special Meeting on April 13, 2020, at 7:00 p.m. The agenda included Items 5(d) and 5(e) related to the Projects – i.e., amendments to the General Plan.

Based on information we have obtained, the City of Inglewood ("City") is closed for COVID-19 reasons effective April 13 through April 27, 2020. Yet we were informed at approximately 6:00 p.m. tonight that despite the shutdown of City Hall, this Planning Commission hearing is proceeding nonetheless. That is an outrage to the concept of transparency and public participation.

We hereby object to the City's short imposed deadlines, special meetings, inadequate and inconsistent notices, and particularly, to the notice of the special meeting on April 13, 2020 during this time of the COVID-19 crisis. Moving forward with the Projects would also be in violation of the Brown Act's open meetings requirements and any decision taken today will be invalid.

We therefore request that the City reschedule the Special Meeting of April 13, 2020 and properly circulate the notice and all documents related to the Projects, including but not limited to the drafts of the Land Use and Environmental Justice Elements, to afford meaningful opportunity to the public and public agencies to comment on the proposed amendments to the General Plan – prior to any approval. The City's failure to reschedule and duly circulate the documents prior to the respective approvals of the Projects will constitute an abuse of discretion and failure to proceed in a manner required by law.

We also request that the City postpone any action or hearing on General plan amendments until and unless 90 days after the stay-at-home orders have been lifted by the California Governor. State and Planning and Zoning laws necessitate public participation for all actions, whereas the presently-utilized remote participation is often disrupted because of connection problems. The City should not take advantage of these unfortunate times, where people are fighting against the virus and some people are fighting for their lives, to rush through projects of such magnitude as amendments to the City's General Plan.

We also object to the City's imposition of strict deadlines for non-essential projects during the COVID-19 crisis given that – as evidenced by the recent letter of the League of California Cities to the Governor asking for tolling of all deadlines – city staffing shortages affect the efficiency of their work. We request that the City toll and extend its deadlines for public comment period on all environmental documents, including the Notices of Exemption for the Projects, until after the COVID-19 crisis is contained and the Governor lifts stay-at-home orders.

III. LACK OF MEANINGFUL OPPORTUNITY FOR PUBLIC PARTICIPATION PARTICULARLY FOR COVID-19 REASONS.

The City cannot approve the Projects or Notices of Exemption or related findings because it cannot make a finding that those are consistent with the City's General Plan, as the City has not duly circulated the documents for the public to review and comment upon.

Further, the City may not be able to satisfy the public participation requirement under Cal. Gov't Code § 65351, which provides: "During the preparation or amendment of the general plan, the planning agency shall provide opportunities for the involvement of citizens, public agencies, public utility companies, and civic, education, and other community groups, through public hearings and any other means the city or county deems appropriate."

To the extent that the Projects, specifically, the General Plan amendments, are also interrelated with and being piecemealed from the IBEC project and its DEIR, the Projects will unavoidably facilitate or be used in furtherance of the IBEC project. In turn, the City may not rely on Categorical Exemptions to approve the Projects because doing so would facilitate the IBEC project, which project will have significant, unmitigable impacts. In other words, the use of Categorical Exemptions is facially improper because the Projects are being used to facilitate and expedite approval of the IBEC project and its DEIR. Accordingly, the approval of the instant Projects will cause or contribute to direct or

indirect physical impacts to the environment. Piecemealing the Projects out of the IBEC project and its review is independently a violation of CEQA.

IV. THE PROPOSED LAND USE AND ENVIRONMENTAL JUSTICE ELEMENTS ARE INTERRELATED WITH THE IBEC PROJECT AND THEREFORE ARE ILLEGALLY PIECEMEALED FROM IT.

These rushed proposed General Plan amendments come at a time when the Clippers IBEC project is being processed and promoted. The IBEC project itself requires zoning changes and amendments to the General Plan's Land Use Element.

The IBEC project has been severely criticized for its 42 environmental adverse impacts, including GHG emissions by bringing in millions of cars, causing severe traffic impacts, and adversely impacting the disadvantaged community of Inglewood, including their health and safety.

The IBEC project has been criticized for its conflicts with environmental justice principles.

Therefore, it appears that the City's efforts to amend the General Plan and include Land Use Element Amendments and the Adoption of an Environmental Justice Element on such a rushed basis, without adequate process for the public, and with zero environmental review in an obvious effort to piecemeal this issue away from where it should be analyzed as part of the IBEC project CEQA review, aims to further the IBEC project without properly and timely disclosing that purpose to the public.

V. THE LAND USE ELEMENT AMENDMENT MAY NOT BE ADOPTED DUE TO LACK OF A CIRCULATED DOCUMENT FOR PUBLIC REVIEW AND COMMENT.

The draft Land Use Element amendment was not available online or was not locatable in a place on the City's website that the public would easily or logically identify. Therefore, it was impossible for the public to see the amendments to be able meaningfully to comment on them. The proposed amendments may not be adopted on this additional ground.

VI. CEQA EXEMPTIONS ARE INAPPLICABLE FOR THE GENERAL PLAN AMENDMENTS AND THE CITY HAS NOT MET ITS BURDEN TO INVOKE THE EXEMPTION.

The City's invoked Exemptions for the proposed Projects - i.e., general plan amendments and adoption of the elements – are in error. Pursuant to the Notices, the City invokes Categorical Exemptions under CEQA Guidelines Sections 15061(b)(3) and 15060(c)(2), by claiming a "common sense" exemption.

> Guidelines Section 15061(b)(3) reads:
>
> "(3) The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with **certainty** that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." (Emphasis added.)

Based on the quoted language, CEQA requires certainty that there is no possibility that the activity in question may have a significant effect on the environment. There cannot be such certainty where the proposal is to "clarify" the densities in the Land Use Element, where the draft Land Use Element amendment was never properly circulated to the public, and where – in the case of the common sense exemption – it is the duty and burden of the agency to prove with certainty that the Projects will have no environmental impacts.

Moreover, to the extent the Projects here are interrelated to the IBEC project and facilitate it or its components, as clearly appears to be the case, the Projects may not invoke any common sense exemption at all.

The Projects cannot be approved using categorical exemptions since it is impossible for the City to demonstrate the "certainty" of no potential environmental impacts. Exemptions from CEQA's requirements are to be construed narrowly in order to further CEQA's goals of environmental protection. See Azusa Land Reclamation Co. v. Main San Gabriel Basin Watermaster (1997) 52 Cal.App.4th 1165, 1220. Projects may be exempted from CEQA only when it is indisputably clear that the cited exemption applies. See Save Our Carmel River v. Monterey Peninsula Water Management Dist. (2006) 141 Cal.App.4th 677, 697.

VII. CONCLUSION.

We respectfully request that the City cancel the Planning Commission of April 13, 2020 related to the Projects, duly circulate the draft amendments to the public for public comment, conduct meaningful environmental review, including as part of a recirculated IBEC project Draft EIR, and not further process the subject Projects as stand-alone approvals, much less based upon categorical exemptions under CEQA.

Very truly yours,

/s/ Robert Silverstein

ROBERT P. SILVERSTEIN
FOR
THE SILVERSTEIN LAW FIRM, APC

RPS:vl

EXHIBIT 2

The direction of outbound truck trips would be determined by the destination of the truck, especially during demolition when trucks would be transporting demolition materials to recycling facilities or landfills. Outbound trucks hauling construction trash would be traveling to Gardena, metal iron and scrap would be transported to Los Angeles, and concrete and asphalt would be transported to Irwindale.

Construction Employment

Construction-related jobs generated by the Proposed Project would likely be filled by employees within the construction industry within the City of Inglewood and the greater Los Angeles County region. Construction industry jobs generally have no regular place of business and many construction workers are highly specialized (i.e., crane operators, steel workers, masons, etc.). Thus, construction workers commute to job sites throughout the region that may change several times a year dictated by the demand for their specific skills. The work requirements of most construction projects are also highly specialized and workers are employed on a job site only as long as their skills are needed to complete a particular phase of the construction process.

During construction activities, there would be a minimum of 35 construction workers on the Project Site at any one time, with a maximum number of 1,175 construction workers on the Project Site at any one time. Throughout Project construction, the number of construction workers on site would ebb and flow to match the intensity of each stage of construction.

2.6 Actions

Implementation of the Proposed Project is anticipated to require, but may not be limited to, the following actions by the City of Inglewood:

- Certification of the EIR to determine that the EIR was completed in compliance with the requirements of CEQA, that the decision-making body has reviewed and considered the information in the EIR, and that the EIR reflects the independent judgment of the City of Inglewood.
- Adoption of a Mitigation Monitoring and Reporting Plan, which specifies the methods for monitoring mitigation measures required to eliminate or reduce the Proposed Project's significant effects on the environment.
- Adoption of CEQA findings of fact, and for any environmental impacts determined to be significant and unavoidable, a Statement of Overriding Considerations.
- Approval of amendments to the General Plan's Land Use and Circulation Elements, with conforming map and text changes to reflect the plan for the Proposed Project, including:
  - Redesignation of certain properties in the Land Use Element from Commercial to Industrial;
  - Addition of specific reference to integrated sports and entertainment facilities and related and ancillary uses on properties in the Industrial land use designation text;
  - Updating Circulation Element maps and text to reflect vacation of portions of West 101st Street and West 102nd Street and to show the location of the Proposed Project; and

  - Updating Safety Element map to reflect the relocation of the municipal water well and related infrastructure.
- Approval of a Specific Plan Amendment to the Inglewood International Business Park Specific Plan to exclude properties within the Project Site from the Specific Plan Area.
- Approval of amendments to Chapter 12 and Chapter 5 of the Inglewood Municipal Code, including:
  - Text amendments to create an overlay zone establishing development standards including standards for height, setbacks and lot size, permitted uses, signage regulations, noise regulations, parking regulations, public art requirements, site plan and design review processes, and other land use controls; and
  - Conforming Zoning Map amendments applying the overlay zone to the Project Site or portions thereof.
- Approval of the vacation of portions of West 101st Street and West 102nd Street, and adoption of findings in connection with that approval.
- Approval of right-of-way to encroach on City streets.
- Approval of a Disposition and Development Agreement (DDA) by the City of Inglewood governing terms of disposition and development of property.
- Approval of a Development Agreement (DA) addressing community benefits, vesting entitlements for the Proposed Project, and establishing IBEC Project-specific Design Guidelines to address certain design elements, including building orientation, massing, design and materials, plaza treatments, landscaping and lighting design, parking and loading design, pedestrian circulation, signage and graphics, walls, fences and screening, and similar elements.
- Approval of subdivision map(s) or lot line adjustments to consolidate properties and/or adjust property boundaries within the Project Site.
- Approval of conditions of approval with respect to the requirements of Assembly Bill 987.
- Approval of any other conditions of approval deemed necessary and appropriate by the City.
- Any additional actions or permits deemed necessary to implement the Proposed Project, including demolition, grading, foundation, and building permits, any permits or approvals required for extended construction hours, tree removal permits, and other additional ministerial actions, permits, or approvals from the City of Inglewood that may be required.

Additionally, if the project applicant is unable to acquire privately-owned, non-residential parcels within the Project Site, the City, in its sole discretion, may consider the use of eminent domain to acquire any such parcels, subject to applicable law, and the imposition of adequate controls necessary to ensure that the public purpose and use for which they were acquired are protected.

In addition to approvals by the City of Inglewood, approvals or actions by other agencies or entities would include, but not be limited to, the following:

- Determination of consistency with the LAX Airport Land Use Plan by the Los Angeles County Airport Land Use Commission.

- Issuance of permits to allow for municipal water well relocation by the Los Angeles County Department of Public Health.
- Review of the Proposed Project by the FAA under 14 Code of Federal Regulations Part 77 for issuance of a Determination of No Hazard.

Additional approvals or permits may also be required from federal, State, regional, or local agencies, including but not limited to the following:

- Los Angeles Regional Water Quality Control Board;
- South Coast Air Quality Management District;
- Los Angeles County Fire Department;
- Los Angeles County Metro; and
- California Department of Transportation.

EXHIBIT 3

EXHIBIT A

TEXT AMENDMENTS TO THE INGLEWOOD GENERAL PLAN

Added text is shown in **bold underline**; removed text is shown in ~~**bold strikethrough**~~.

Section 1.

Land Use Element "Section II – Statement of Objectives" for "Industrial" in Subsection D on pages 7 through 8 is amended to read as follows:

D. Industrial

- Provide a diversified industrial base for the City. Continue to improve the existing industrial districts by upgrading the necessary infrastructure and by eliminating incompatible and/or blighted uses through the redevelopment process.

- Continue the redevelopment of Inglewood by promoting the expansion of existing industrial firms and actively seek the addition of new firms that are environmentally non-polluting.

- Increase the industrial employment opportunities for the city's residents.

- **Promote the development of sports and entertainment facilities and related uses on underutilized land, in appropriate locations, creating economic development and employment opportunities for the City's residents.**

Land Use Element "Section VI – Future Land Uses" for "Industrial Land Use" in Subsection C on pages 71 through 74 is amended to read as follows:

C. Industrial Land Use

Usually there are three factors involved in the location of industrial land: infrastructure, compatibility of use, and proximity to an adequate labor force.

[intervening text intentionally omitted]

Industry should be compatible with surrounding land uses. Compact industrial locations

such as an "industrial park" place industries adjacent to other industries, thereby minimizing conflict with residential and commercial areas. In some cases, industrial uses may be placed where residential or commercial land uses are not desirable, such as the area which is under the eastern end of the flight path of Los Angeles International Airport. The Element proposes that the area in the City of Inglewood generally bounded by Crenshaw on the east, La Cienega on the west, Century on the north and 104th Street on the south be designated as industrial from the present residential and commercial. This area is an extremely undesirable location for residential usage because it is severely impacted by jet aircraft noise. The area should be developed with industrial park, commercial, ~~**and/or**~~ office park ~~**uses**~~, **and/or sports and entertainment facilities, and related uses,** utilizing planned assembly district guidelines**, or, in the case of sports and entertainment facilities and related uses, project-specific design guidelines in lieu of the planned assembly district guidelines,** to insure both the quality of the development and **to encourage** its compatibility with surrounding uses.

[intervening text intentionally omitted]

Those industrial areas which front along major arterials such as La Cienega, Florence, or Century will likely be developed for industrial/commercial/office uses**, or sports and entertainment facilities and related uses**.

[intervening text intentionally omitted]

As the construction of the Century Freeway along the City's southern boundary progresses, the highly noise impacted area between Century and 104th which is west of Crenshaw should be recycled from its present residential uses to more appropriate industrial/commercial/office uses**, or sports and entertainment facilities and related uses**. Irrespective of market forces, the City must promote and assist in upgrading of existing industrial uses.

Section 2.

Circulation Element Section on "Street Classification Collectors" (within "Part Two – Circulation Plan" in Subpart 4 on pages 20 through 21) is amended to read as follows:

4. COLLECTORS.

~~35. 102nd Street (east of Prairie Avenue)~~

~~36~~ 35. 104th Street

~~37~~ 36. 108th Street (Prairie Avenue to Crenshaw Boulevard)

Circulation Element Section on "Traffic Generators" within "Part Two – Circulation Plan" on page 22 is amended to read as follows:

Certain facilities or areas in and near Inglewood can be identified as being the destination of significant numbers of vehicles:

[Nos. 1 – 7 intentionally omitted]

8. Inglewood Basketball and Entertainment Center. The sports and entertainment arena can accommodate approximately 18,500 patrons, and includes parking serving the arena and related uses for approximately 4,125 vehicles, in addition to complementary transportation and circulation facilities.

Circulation Element Section on "Truck Routes" within "Part Two – Circulation Plan" on page 28 is amended to read as follows:

The purpose of designated truck routes is to restrict heavy weight vehicles to streets constructed to carry such weight, in addition to keeping large vehicles--with their potentially annoying levels of noise, vibration and fumes--from residential neighborhoods. With the exception of two routes, all designated truck routes are along arterial streets. One exception is East Hyde Park Boulevard and Hyde Park Place which have street widths too narrow to be classified an arterial route but which serve various small light manufacturing and heavy commercial businesses located in northeast Inglewood. The second exception is 102nd Street

(between ~~Prairie~~ Doty Avenue and Yukon Avenue) which serves the new manufacturing and air freight businesses being developed in the Century Redevelopment Project area.

EXHIBIT B-1

MAP AMENDMENT TO THE LAND USE ELEMENT OF THE INGLEWOOD GENERAL PLAN

Land Use Element "Land Use Map" is amended in its entirety (as depicted below) to show that certain ___-acre area located adjacent to S. Prairie Avenue, just south of W. Century Boulevard, comprised of Parcels _____ [insert APNs] to be designated as "Industrial".

Land Use Element "Land Use Map"

[image of amended map]

EXHIBIT B-2

MAP AMENDMENTS TO THE CIRCULATION ELEMENT OF THE INGLEWOOD GENERAL PLAN

Section 1.

The Circulation Element "Street Classification" Map on page 17 is amended in its entirety (as depicted below) to remove the vacated portions of 101st and 102nd Streets as follows:

[image of amended map]

Section 2.

The Circulation Element "Traffic Generators" Map on page 23 is amended in its entirety (as depicted below) to add the location of the Project site as follows:

[image of amended map]

Section 3.

The Circulation Element "Designated Truck Routes" Map on page 29 is amended in its entirety (as depicted below) to remove the vacated portion of 102nd Street as follows:

[image of amended map]

EXHIBIT B-3

MAP AMENDMENT TO THE SAFETY ELEMENT OF THE INGLEWOOD GENERAL PLAN

Safety Element Water Distribution System Map on page 37 is supplemented (as depicted below) to show the relocation of a water well and accompanying pipelines as follows:

[image of supplemental map]

EXHIBIT 4

units necessitating the construction of replacement housing elsewhere.[23] Therefore, this impact is considered **less than significant**.

Indirect Displacement

Several comments on the Notice of Preparation requested that the City consider the potential for the Proposed Project to indirectly cause displacement of housing and residents as a result of it causing the process of gentrification. The City undertook a study to determine if there is evidence to suggest that gentrification and indirect housing displacement are foreseeable socioeconomic effects pursuant to development of the Proposed Project (see Appendix S).[24]

As described above, in general CEQA does not require analysis of socioeconomic issues such as gentrification, displacement, environmental justice, or effects on "community character." The CEQA Guidelines state, however, that while the economic or social effects of a project are not appropriately treated as significant effects on the environment, it is proper for an EIR to examine potential links from a Proposed Project to physical effects as a result of anticipated economic or social changes.

Gentrification is a widely studied and discussed process. Although there is no single definition for the term, the process of gentrification is commonly perceived to be an influx of new, higher-income residents, into a traditionally low-income neighborhood. Displacement has been defined as the process that occurs "when any household is forced to move from its residence by conditions that affect the dwelling or immediate surroundings, and which:

1. Are beyond the household's reasonable ability to control or prevent;
2. Occur despite the household's having met all previously-imposed conditions of occupancy; and
3. Make continued occupancy by that household impossible, hazardous or unaffordable."[25]

Academic studies conclude that the process of gentrification frequently has both positive and negative effects depending on specific neighborhood characteristics. These studies also show that the link between the process of gentrification and the displacement of existing residents is tenuous and difficult to demonstrate.

In considering the potential for gentrification and displacement effects associated with the Proposed Project, it is notable that a series of land use changes have been occurring in Inglewood, set in motion as many as 10 years ago in 2009. Some of these changes, especially the HPSP and Transit Oriented Development plans, are indicative of City expectations and desires for growth and new development. These plans and investments have been pursued because they are perceived as having an overall benefit on the City. There is a concern that such plans and investments may result in

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[23] For additional discussion related to growth-inducing effects or urban decay, refer to Chapter 4, Other CEQA Required Considerations.
[24] ALH Urban & Regional Economics, *Inglewood Sports and Entertainment Venue Displacement Study*, July 2019.
[25] Miriam Zuk, Ariel H. Bierbaum, Karen Chapple, Karolina Gorska, and Anastasia Loukaitou-Sideris, "Gentrification, Displacement, and the Role of Public Investment." Available: https://journals.sagepub.com/doi/abs/10.1177/0885412217716439. Published in Journal of Planning Literature, 2018, 33(I).

EXHIBIT 5

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Aug (August) 15, 2019 *August 15, 2019*		

Agenda	Minutes	Download
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May (May) 15, 2019 *May 15, 2019*		
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Mar (March) 20, 2019 *March 20, 2019*		
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Jan (January) 16, 2019 *January 16, 2019*		

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Jul (July) 19, 2017 *Aviation Commission Agenda*		
Jun (June) 21, 2017 *Aviation Commission Meeting*		
May (May) 17, 2017 *Aviation Commission Agenda*		
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Mar (March) 15, 2017 *Aviation Commission Agenda*		
Feb (February) 15, 2017 *Aviation Commission Agenda*		
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Feb (February) 12, 2020 — Posted Feb (February) 12, 2020 2:58 PM *Meeting Canceled*		
Jan (January) 8, 2020 — Posted Jan (January) 8, 2020 7:25 AM *Meeting Canceled*		

▼ City Council

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Apr (April) 7, 2020 — Posted Apr (April) 6, 2020 2:13 PM *04-07-2020 City Council Agenda (Special Meeting)*		
Mar (March) 31, 2020 — Posted Mar (March) 27, 2020 4:03 PM *03-31-20 City Council Agenda (No Meeting)*		
Mar (March) 27, 2020 — Posted Mar (March) 26, 2020 9:58 AM *03-27-2020 City Council Agenda (Special Meeting)*		
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Mar (March) 4, 2020 — Posted Mar (March) 4, 2020 2:14 PM *03-04-2020 City Council Agenda (Special Meeting)*		
Mar (March) 3, 2020 — Posted Feb (February) 28, 2020 5:15 PM *03-3-2020 City Council Agenda (No Meeting)*		

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2011 2010

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▼ Council District 1

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Apr (April) 26, 2014 *Council District 1 Town Hall Meeting Agenda (PDF)*		

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May (May) 8, 2014 *Council District 2 Town Hall Meeting Agenda (PDF)*		

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Jun (June) 27, 2018 *Notice to Public of Proposed Action*		
Jun (June) 27, 2018 *06/27/2018 Special Meeting Agency Oversight Board*		
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Mar (March) 27, 2019 — Posted Mar (March) 25, 2019 4:05 PM *Parking and Traffic Commission Agenda*		
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▼ Permits & License Committee

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Apr (April) 9, 2020 — Posted Apr (April) 8, 2020 1:08 PM *Permits & License Committee Special Meeting*		
Mar (March) 26, 2020 — Posted Mar (March) 24, 2020 9:20 AM *Permits & License Committee Meeting*		
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Mar (March) 12, 2020 — Posted Mar (March) 11, 2020 10:50 AM *Permits & License Committee Special Meeting*		
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▼ South Bay Cities Service Council

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EXHIBIT 6

Friday, April 10, 2020

Los Angeles WAVE NEWSPAPERS

Los Angeles Wave, founded in 1912, the leading source of weekly local news, entertainment, business, style and sports news.

Lead Story West Edition

Inglewood Seeks To Improve Air Quality, Housing

February 21, 2019 *John W, Davis, Contributing Writer* 1795 Views

INGLEWOOD – Affordable housing, good air quality and better transportation options are among the focal points in a new city initiative designed to improve the quality of life for local residents into the 21st century.

The program is designed to improve the future of the city and its residents by ensuring that new development and major city initiatives address key areas such as health, housing, air quality and transportation, officials said.

The new initiative will become part of an environmental justice element in the city's master plan, officials said.

The city's general plan has not been updated since a wave of development swept into Inglewood following the announcement of the multi-billion dollar L.A. Rams and Chargers Stadium and Entertainment District at Hollywood Park and the proposed Los Angeles Clippers Arena next to the recently renovated Forum.

"When they made the general plan last time, they didn't have these things in mind. The goals were much more modest," Mayor James T. Butts Jr. said. "We as a community have much greater aspirations and we will also not let anyone determine how big we can be. We will determine that."

For Inglewood resident Julie LaBeach, the new focus is well timed. As an Inglewood renter, LaBeach said she was recently hit with a proposed rent increase of more than 100 percent.

"I've lived in Inglewood for 20 years. I work nearby... and we don't want to leave, we like it here," LaBeach said.

LaBeach was one of a handful of residents whose rent more than doubled before Butts intervened — when the increase went viral online — and negotiated the increase down to a 30 percent.

"I am so thankful that the mayor has taken notice," LaBeach said.

The goal of environmental justice is to provide equal access to a healthy environment for all residents of a community. Officials say they are committed to developing policies and programs that positively affect environments where city residents live, work and play.

Residents attended a public workshop recently wherein they discussed how environmental justice affects Inglewood. After nearly an hour of brainstorming, residents agreed that more affordable housing for working class residents and not just low-income housing should be the city's top priority.

Other residents suggested launching a weekly farmer's market to increase access to healthy food options. Others suggested that city officials start a text alert program intended to improve community engagement.

City planners said the environmental justice program will set goals, policies and objectives to ensure that new development and major initiatives take a diversity of opinions into account and consider the effect of minority and disadvantaged populations.

Officials said they will continue to meet with residents and conduct social media outreach to get more public input before preparing a final environmental justice element draft this summer.

"We're very proud of what we're doing [and] we're very proud of the community support that we have because we can't do this alone," said Councilman Alex Padilla, who represents Inglewood's 2nd district.

LaBeach said she's pleased that the city is reaching out to residents, but said she believes environmental justice comes down to one thing: protecting the people.

"My number one concern is rent control," she said. "We're very proud of this city. We want to stay here. We want to benefit from the fruits of the improvements that are obviously coming."

Tagged Councilman Alex Padilla, Inglewood Mayor James T. Butts Jr.

EXHIBIT 7

City of Inglewood

General Plan

Environmental Justice Element

April 2020

City of Inglewood
General Plan
Environmental Justice Element

City Council

James T. Butts, Jr., Mayor
George W. Dotson, Councilmember District 1
Alex Padilla, Councilmember District 2
Eloy Morales, Jr., Councilmember District 3
Ralph L. Franklin, Councilmember District 4

Planning Commission

Larry Springs, Chairperson
Patricia Patrick, Commissioner District 1
David Rice, Commissioner District 2
Aide Trejo, Commissioner District 3
Terry Coleman, Commissioner District 4

City Staff

Artie Fields, City Manager
Christopher E. Jackson, Sr., Economic & Community Development Director
Mindala Wilcox, Planning Manager
Fred Jackson, Senior Planner

Consultants

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Section I: Introduction

The State of California defines Environmental Justice as "the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies" (*California Government Code* §65040.12.e). In practice, environmental justice seeks to minimize pollution and its effects on all communities, including disadvantaged communities, and ensure that residents have a say in decisions that affect their quality of life.

In 2016, the State of California passed Senate Bill 1000 (SB 1000) requiring cities and counties to address environmental justice in their general plans – their master plans for how the community will grow and develop over time. Cities and counties may choose to adopt a separate standalone Environmental Justice Element or address environmental policies throughout the General Plan. The City of Inglewood has decided to proactively adopt an Environmental Justice Element ahead of state-mandated deadlines to address important land use and equity issues throughout the City. The Element includes a comprehensive set of goals and policies aimed at increasing the influence of target populations in the public decision-making process and reducing their exposure to environmental hazards. The Element will be used by the Inglewood City Council and the Planning Commission, other boards, commissions and agencies, developers, and the public in planning for the physical development of the City. As a General Plan element, the Environmental Justice Element is closely linked to the remainder of the General Plan and carries equal weight with the other General Plan elements.

But other than being required by state law, why should we plan for environmental justice? As outlined in the SB 1000 Implementation Toolkit (2017), planning for environmental justice can help correct some of the negative impacts that years of planning and environmental policies have had on disadvantaged communities.

Also, as environmental justice and land use planning are closely related, it is important to consider equity issues when planning for the future growth and development of the City. And finally, environmental justice-based planning can help position the City to receive federal, state, and philanthropic resources that in turn can be used to benefit disadvantaged communities.

Public input was critical to the development of this Environmental Justice Element. The City conducted several outreach sessions to gain public input on environmental justice issues in the City and how they should be addressed. On January 17, 2019, a Community Workshop was conducted with more than 40 residents and other interested stakeholders in attendance. Additional input was provided at two Focus Group meetings conducted in English and Spanish on February 26, 2019. Participants provided valuable discussion on a variety of environmental equity topics including responses on the following key questions:

1. *What would help disadvantaged persons in the City of Inglewood get engaged in the public decision-making process?*
2. *What areas of the City have pollution and how could they be improved?*
3. *What barriers to mobility exist in the City and how could these be improved?*
4. *Is affordable and healthy food readily available? If not, how could it be improved?*
5. *What are the major issues regarding safe and affordable housing in the City?*
6. *What public facilities and programs are needed in underserved areas of the City?*

Further input was received through the City's website and at booths set up at the 2019 Martin Luther King Jr. Celebration and the 2019 Earth Day Festival. Appendices A and B include notes from the Workshop and Focus Group meetings.

The pages that follow provide a background on what environmental justice is, a summary of equity issues in the City of Inglewood, and the City's goals and policies related to achieving environmental justice.

Inglewood Environmental Justice Community Workshop, January 2019

Section II: Background

A. Environmental Justice

As outlined in Section I, *environmental justice* relates to the fair treatment of all people with respect to environmental laws, regulations, and policies. Environmental justice has also been described as the right for people to live, work, and play in a community free of environmental hazards. According to the U.S. EPA, environmental justice can be achieved when people have: 1) equal access to the public decision-making process, and 2) equal protection from environmental hazards. Access to the public decision-making process relates to whether all residents are aware of, and know how to participate in, decisions that affect their environment, such as a City Council hearing on a new industrial plant. Some members of the community may be very familiar with how to find out when an issue of importance will be considered by the City Council and how to present their opinions to the Council. However, other residents might not be aware how the City Council operates or know how to present their opinions. There may also be other barriers to their participation, such as not being fluent in English, or needing childcare to attend a City Council meeting at night. Environmental justice seeks to "level the playing field" and allow all members of the community to participate in decisions that affect their environment.

The second objective to achieving environmental justice involves everyone having the same level of protection from environmental hazards. In many communities, there are areas that have a clean environment and high quality of life compared to other areas that may face environmental pollution and lack beneficial resources, such as parks and sidewalks. The second types of areas are often occupied by low-income residents who may lack resources and the ability to influence their environment. These areas are called "disadvantaged communities" and are required to be addressed in the general plan.

B. Disadvantaged Communities

According to the California Environmental Protection Agency (CalEPA), disadvantaged communities are those disproportionally burdened by multiple sources of pollution and with population characteristics that make them more sensitive to pollution. As a result, they are more likely to suffer from a lower quality of life and increased health problems than more affluent areas. Because disadvantaged communities are often subject to disproportionate environmental burdens, SB 1000 requires that a city or county general plan include all of the following.

A. Objectives and policies to reduce the unique or compounded health risks in disadvantaged communities by means that include, but are not limited to, the reduction of pollution exposure including the improvement of air quality, and the promotion of public facilities, food access, safe and sanitary homes, and physical activity. *(Goals and Policies Sections 2, 3, 4 & 6)*

B. Objectives and policies to promote civil engagement in the public decision-making process. *(Goals and Policies Section 1)*

C. Objectives and policies that prioritize improvements and programs that address the needs of disadvantaged communities. *(Goals and Policies Sections 3 & 6)*

Disadvantaged communities are eligible for state funding through the Cap-and-Trade Program, which limits emissions by major industries that contribute to greenhouse gas emissions and enables them to buy and sell allowances for emitting small amounts of pollution. State proceeds from the Cap-and-Trade Program are then used to fund California Climate Investments, an initiative that works to further reduce greenhouse gas emissions around the state. Two state laws, Senate Bill 535 (the California Global Warming Solutions Act of 2012) and Assembly Bill 1550 (the Greenhouse Gases Investment Plan of 2016) require that 25% of California Climate Investments be directed to disadvantaged communities with an additional 10% dedicated to low-income areas. Some of the proceeds go to benefit the public health, quality of life and economic opportunities of disadvantaged and low-income communities while other funding is directed to reduce pollution overall. Funding can be used for a variety of investments including affordable housing, public transportation and environmental restoration.

To identify disadvantaged communities within a city or county, CalEPA encourages the use of the CalEnviroScreen 3.0 Model. CalEnviroScreen is a computer-mapping tool published by the Office of Environmental Health Hazard Assessment (OEHHA) that identifies communities that are most affected by pollution and are especially vulnerable to its adverse effects. CalEnviroScreen uses several factors, called "indicators" that have been shown to determine whether a community is disadvantaged and disproportionately affected by pollution. These indicators fall into two main categories labeled "pollution burden" and "population characteristics." Pollution burden indicators include exposure indicators that measure different types of pollution that residents may be exposed to, and the proximity of environmental hazards to a community. Population characteristics represent characteristics of the community that can make them more susceptible to environmental hazards. A summary of the CalEnviroScreen indicators and how they relate to environmental justice is outlined in Table 1.

Table 1 CalEnviroScreen 3.0 Environmental Justice Factors (Indicators)

Category	Indicator	Rationale
Pollution Burden	• Air Quality – Ozone • Air Quality – Fine Particulate Matter ($PM_{2.5}$) • Air Quality – Diesel Particulate Matter (PM_{10}) • Drinking Water Contaminants • Pesticide Use • Toxic Releases from Facilities • Traffic Density • Cleanup Sites • Groundwater Threats • Hazardous Waste Generators and Facilities • Impaired Water Bodies • Solid Waste Sites and Facilities	Exposure to hazardous substances can cause and/or worsen certain health conditions. Children, the sick and elderly are particularly vulnerable to the effects of pollution.
Population Characteristics	• Educational Attainment • Housing Burden • Linguistic Isolation • Poverty • Unemployment • Asthma • Cardiovascular Disease • Low Birth Weight Infants	People with lower income levels, educational attainment and fluency in English tend live in areas that are more affected by air pollution and other environmental toxins. In addition, certain health conditions may be caused or worsened by toxins in the environment.

Source: CalEPA/OEHHA, CalEnviroScreen 3.0

Using data from a variety of sources, CalEnviroScreen 3.0 ranks census tracts for each of the indicators outlined above and converts these scores to percentiles that can be compared with other areas throughout the state. The combined CalEnviroScreen map for the City of Inglewood is outlined in Figure 1. CalEnviroScreen ranks several census tracts in the City of Inglewood in the top 25% of census tracts in California with the highest pollution burden and socioeconomic vulnerabilities. Census tracts in the City of Inglewood range in percentile from 49% to 98% with a City average of 79%. Lower scores tend to be located in the northern and eastern limits of the community, while higher scores are located to the west, southwest, and south. While some of the numbers and the City average may be at the higher end of the range, it is important to note that Inglewood is not unique in the region. Many other cities in the metropolitan Los Angeles area and the South Bay have a similar pollution burden and vulnerability because they have similar conditions to Inglewood. The important point is to acknowledge the factors that influence environmental justice and take proactive measures to address them.

CalEPA also uses CalEnviroScreen 3.0 to map disadvantaged communities under SB 535. Disadvantaged communities include those census tracts with CalEnviroScreen percentiles of 75% to 100% compared to other areas of the state. Figure 2 illustrates the census tracts in Inglewood that had a CalEnviroScreen score of 75% or above in 2019 and thus are considered disadvantaged by the state.

As shown on Figure 2, much of the City of Inglewood is considered disadvantaged based on the City's combined CalEnviroScreen 3.0 scores. As a result, much of the City of Inglewood is eligible for the state's SB 535 and AB 1550 set aside funding, which can be used for projects that benefit these communities.

CalEnviroScreen 3.0 is a useful tool to document and illustrate environmental equity issues in a given area. However, as conditions change over time, users are encouraged to utilize the latest maps and data available at the time. In addition, OEHHA periodically provides new updates to the model that further improve the science behind the model and can contain new and/or refined environmental justice indicators. The CalEnviroScreen website can be found at https://oehha.ca.gov/calenviroscreen.

Figure 1 CalEnviroScreen 3.0 Map, Inglewood, 2018

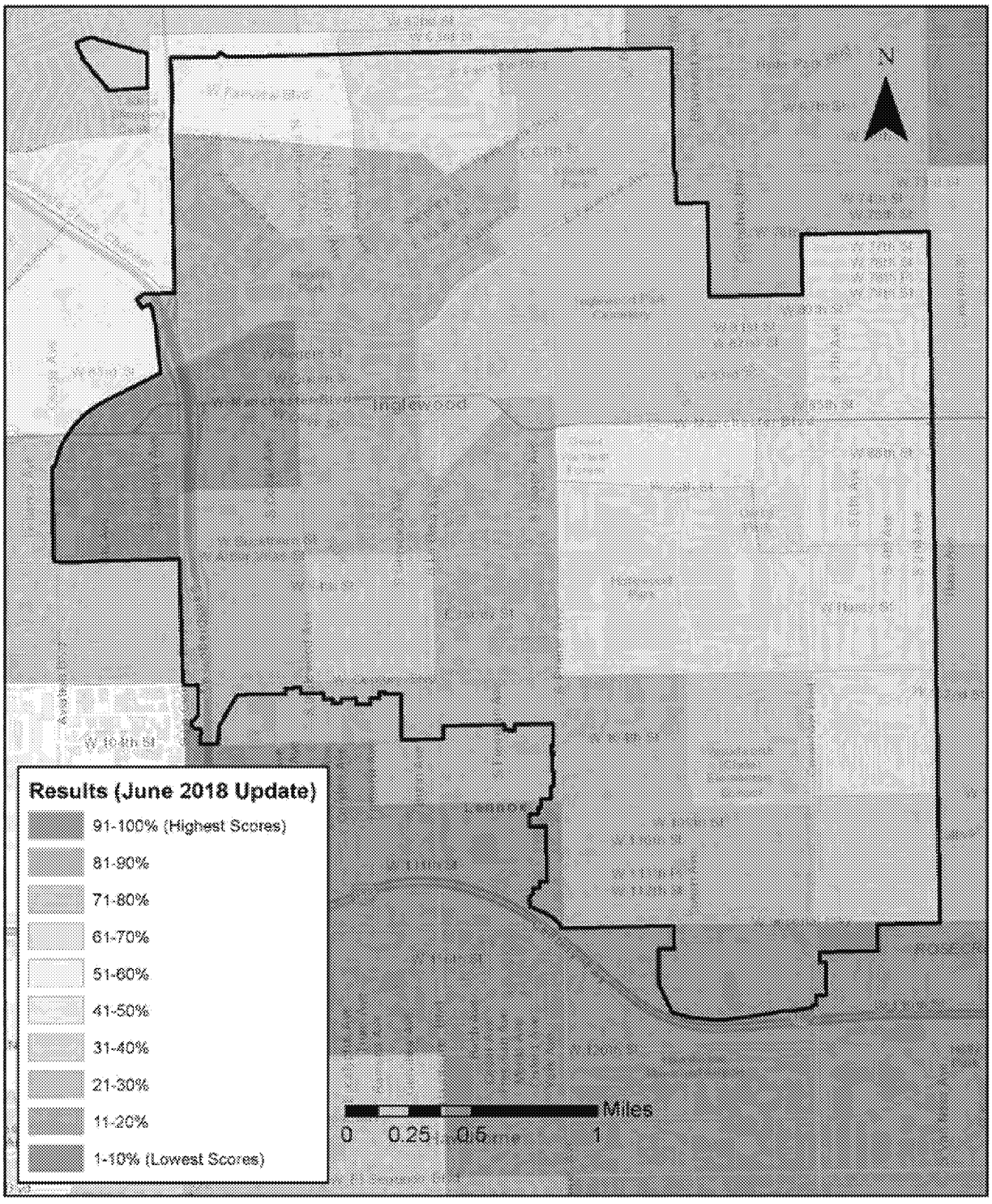
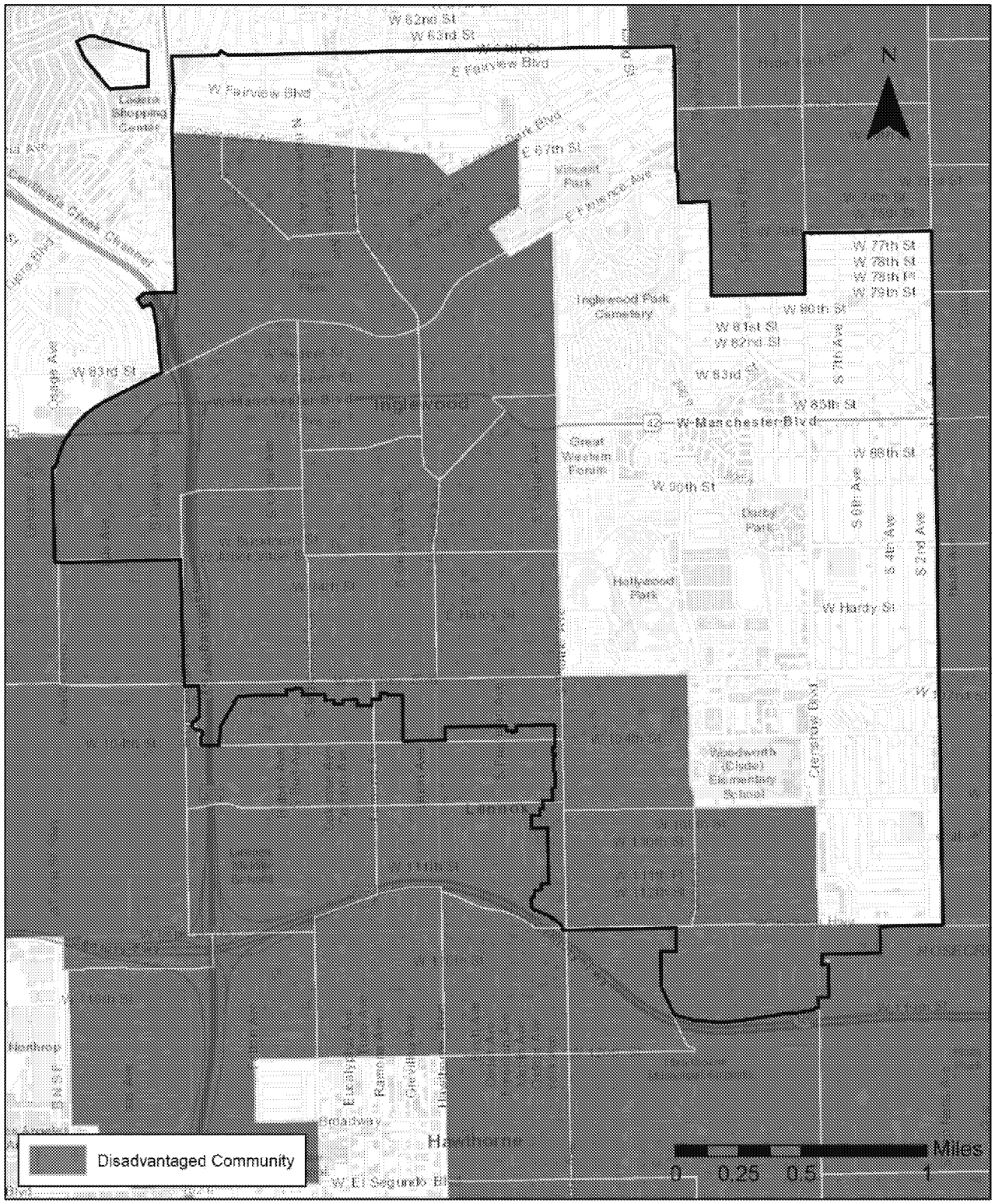


Figure 2 SB 535 Disadvantaged Communities, Inglewood, 2018



Source: EPA/OEHHA, CalEnviroScreen 3.0

Section III: Environmental Justice Issues in the City of Inglewood

As outlined in Section II, the burden of pollution is not equally shared. Minority and low-income populations often face a greater exposure to pollution and may also experience a greater response to pollution. The paragraphs below outline the primary sources of pollution affecting the City of Inglewood. In addition, they address housing affordability and displacement, which are also related to environmental justice. Finally, they outline some of the population characteristics that make the areas particularly vulnerable to pollution in the environment.

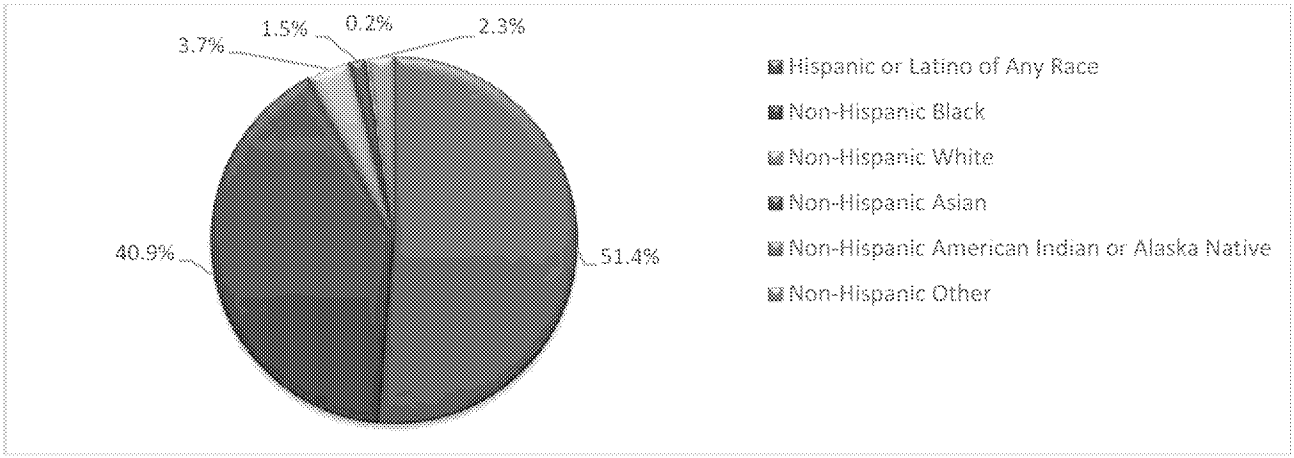
A. Population Characteristics

As previously identified, certain population characteristics can make an area more vulnerable to the negative effects of pollution. The paragraphs below describe some of the population characteristics in the City of Inglewood related to environmental justice.

Ethnicity/Race

In 2018, the City of Inglewood had a population of 113,559, representing 1.1% of the population of the County of Los Angeles. The City is a majority-minority area, meaning that one or more racial and/or ethnic minorities make up a majority of the population. In 2018, Hispanic and Latino residents made up 51.4% of the population and Black residents made up 40.9% of the population. Between 2000 and 2018, the City's share of Hispanic and Latino residents increased from 46.0% to 51.4%, while the share of Black residents decreased from 46.4% to 40.9%. Figure 3 below illustrates the racial and ethnic breakdown of the City in 2018.

Figure 3 Inglewood Race/Ethnicity, 2018



Source: SCAG, Profile of the City of Inglewood, 2019

Linguistic Isolation

Linguistic isolation refers to people and households who do not speak English at home and/or do not speak English very well. Linguistically isolated residents may have difficulty accessing daily activities, social services, and health care. As such, they may not get the care and services they need, which may result in poorer health outcomes. In addition, linguistically isolated households may not hear or understand emergency announcements and thus may suffer negative consequences as a result. According to the American Community Survey (2017), 22.7% of Inglewood residents over age 5 speak English less than very well and are considered linguistically isolated.

Income/Poverty Levels

Income levels are an important socioeconomic factor related to environmental justice, because poor communities are more likely to be exposed to pollution. In addition, poor communities tend to be more susceptible to environmental pollution and suffer from greater health effects. In 2018, the median household income in the City of Inglewood was $46,389, which is below the median household income of Los Angeles County of $61,015. In addition, 20% of households fell below the poverty level in 2017 (U.S. Census Bureau). The poverty level is determined by the U.S. Census Bureau and varies based on household size. For a family of four on an annual basis, the 2017 federal poverty level was $24,600.

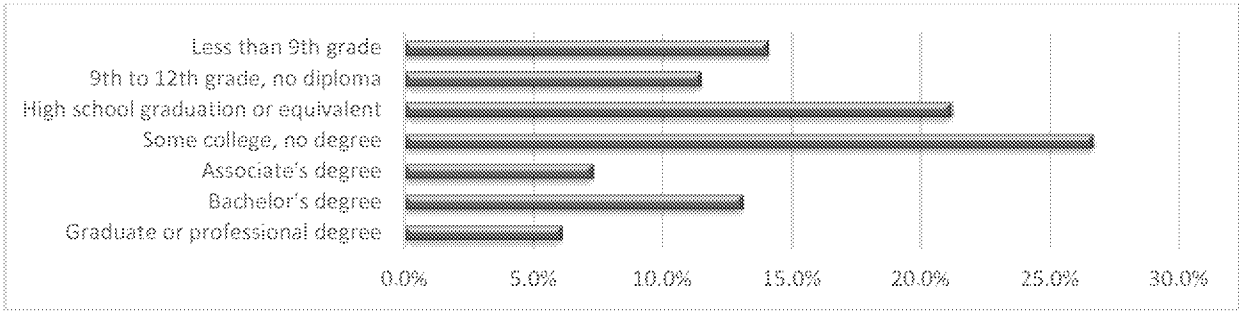
Unemployment

Rates of unemployment also contribute to whether a community is disadvantaged in terms of environmental justice. According to OEHHA, adults without jobs may lack health care and insurance, and poor health can make it harder to find a job and stay employed. In addition, poor health can be a source of financial and emotional stress, which in turn can cause or worsen health conditions. In 2017, the unemployment rate in the City of Inglewood was 6.4% (Los Angeles Almanac, 2017).

Educational Attainment

Educational attainment measures the highest level of education that an individual has completed. For the purposes of environmental justice, people with more educational attainment tend to have better health, live longer, and live in areas that are less affected by air pollution and other environmental toxins (OEHHA). In the City of Inglewood, 74.4% of the population 25 years of age or older have a high school diploma or equivalent, and 19.2% have a bachelor's degree or higher. Figure 4 below provides a summary of educational attainment in the City of Inglewood.

Figure 4 Educational Attainment in Inglewood (2013-2017)



Source: American Community Survey, 2013-2017

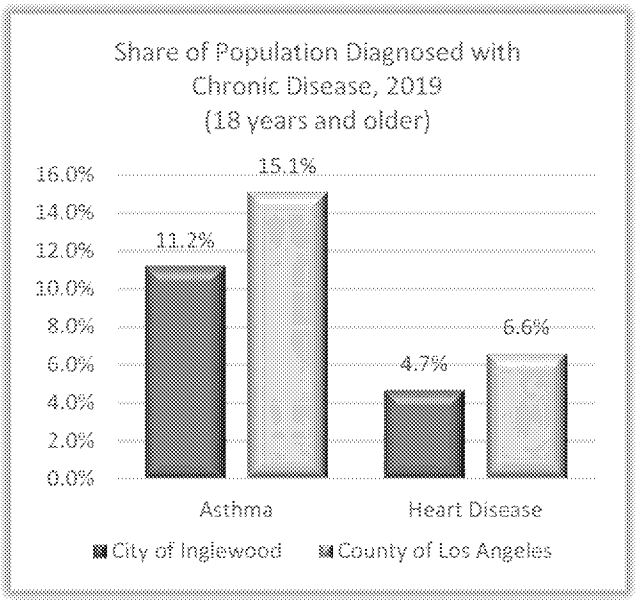
Housing Burden

According to SCAG, there were 37,018 total households in the City of Inglewood in 2018. Housing burden relates to households severely burdened by housing costs and is one of the factors used to identify disadvantaged communities in the City of Inglewood. Households experiencing severe housing burden include low-income households that spend over 50% of their household income on housing and utilities (CalEnviroScreen 3.0). Spending a greater amount on housing means that these households have fewer resources available for non-housing goods and may suffer from "housing-induced poverty." According to the Community Health Profile prepared by Los Angeles, 30% of households in the City of Inglewood experienced a severe housing burden from 2011-2015.

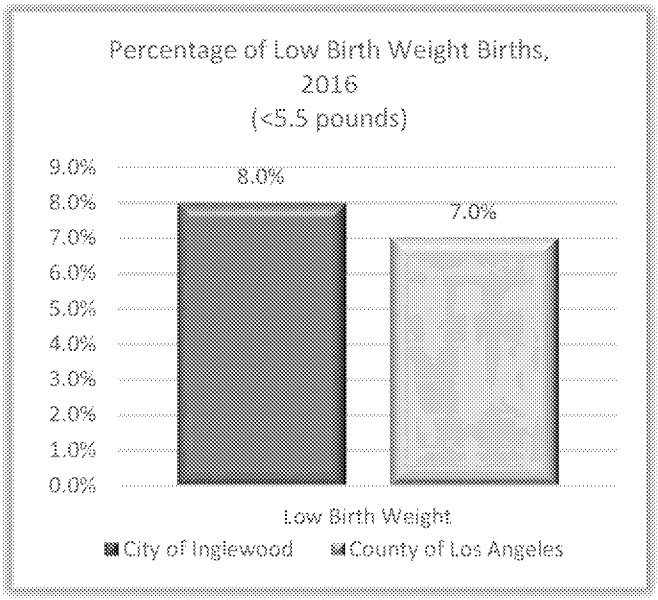
Sensitive Populations

The CalEnviroScreen 3.0 Sensitive Population Indicators include rates of asthma, heart disease, and low birth weight infants. Asthma can be triggered or worsened by air pollution, and people with asthma may be more prone to other respiratory diseases, such as the flu and pneumonia. Similarly, people with heart disease may be particularly sensitive to pollution, which may worsen cardiovascular conditions. Finally, low birth weight infants are those who weigh 5.5 pounds or less at birth. Low birth weight has been linked to disadvantaged communities where pollution levels may be higher and health care may not be readily available. In addition, low birth weight infants may be more susceptible to other health and developmental conditions later in life. Rates for asthma, heart disease, and low birth weight infants in the City of Inglewood and Los Angeles County are outlined below.

Figure 5 Sensitive Populations in Inglewood and Los Angeles County



Source: SCAG, Profile Report of the City of Inglewood, 2019



Source: Los Angeles County, City and Community Health Profiles, Inglewood, June 2018

B. Pollution Exposure

Air Quality

Air quality is an important environmental justice issue under SB 1000. Poor air quality can contribute to serious health problems including respiratory issues, worsening of asthma and cardiovascular disease, hospitalization and even premature death (California Air Resources Board, 2016). Disadvantaged communities are often disproportionately subjected to adverse air quality due to proximity to pollution generators such as industrial plants and freeways, and are also more likely to have underlying medical conditions that may be worsened by pollution.

The City of Inglewood is located in the South Coast Air Basin. The primary source of air pollution in the basin is mobile source emissions from cars and trucks traveling on local freeways and roadways. Levels of air pollution in the air basin have improved over the past few decades, primarily due to stricter emissions standards and cleaner fuels. However, the basin still remains one of the nation's most polluted. In 2018, the basin was in nonattainment for Ozone (1-hour and 8-hour), Particulate Matter (PM_{10} and $PM_{2.5}$), and Lead, meaning that the basin did not meet federal and/or state standards for those pollutants (SCAG, 2016). Fuel combustion associated with motor vehicles, planes and ships is one of the primary sources of pollution in the basin.

Although air quality is generally regarded as a regional issue, there are also local contributors to air pollution in and near the City of Inglewood. The City straddles a portion of Interstate 405 (I-405) and borders Interstate 105 (I-105), both of which carry more than 250,000 vehicles per day in the vicinity of Inglewood. In addition, the City includes several major arterial roads, including Manchester Boulevard, La Cienega Boulevard, and Century Boulevard, which also carry high volumes of daily traffic. As outlined in the California Air Resources Handbook, higher levels of air pollution are present in proximity to high traffic roadways and can cause negative health effects within about 1,000 feet. In addition to vehicular air pollution, airplanes landing at Los Angeles International Airport fly over Inglewood and may be contributing to adverse air pollution in the City. A study published in the American Chemical Society's Environmental Science and Technology Journal (2014) found higher pollution levels within 9 square miles of the airport compared to other parts of Los Angeles.

Despite the presence of air pollution in the City, there are reasons to be optimistic. A greater awareness and emphasis on the health effects of various forms of pollution have led to more and improved rules and laws governing standards, emissions, and containment. In addition, and as outlined in the 2016 South Coast Air Quality Management Plan, improved technology continues to reduce pollution levels in the area.

Noise

Noise consists of unwanted or disturbing sounds. The U.S. Department of Housing and Urban Development (HUD) establishes noise standards to "protect citizens against excessive noise in their communities and places of residence." For residential areas, exterior noise levels are considered generally acceptable if they do not exceed a 65-decibel day-night average sound level (dB DNL). Interior residential noise levels should generally not exceed 45 dB DNL.

The City of Inglewood is affected by two primary sources of noise: airport operations and vehicular traffic. In terms of airport noise, two of the Los Angeles International Airport's landing paths travel directly over the City of Inglewood generating sound that affects area residents. For the past several decades the Federal

Airport Administration (FAA) and Los Angeles International Airports have given the City over $400 million to purchase, demolish, or soundproof hundreds of homes. As of September 2019, 7,690 homes have been soundproofed. Soundproofing generally includes the installation of solid-core wood doors, double paned windows, as well as the installation of new air conditioning and heating systems. The City's Residential Sound Insulation Department administers these efforts. In addition, residents are encouraged to contact Los Angeles World Airports Noise Management to report excessive aircraft noise, short turns, low flying and after hour arrivals (midnight - 6:30 a.m.).

Roadways also increase levels of noise pollution within the City of Inglewood. In general, higher traffic volumes, higher speeds, and a higher percentage of trucks increase noise generated from a roadway. According to the Federal Highway Administration, highway noise levels may cause a noise problem for residents within approximately 500 feet from a highway, and the same is true within approximately 100 to 200 feet from less traveled roadways. Many homes in the City of Inglewood are located in close proximity to I-405, I-105, and other roadways that fall within these limits and may be affected by roadway noise.

Other Sources of Pollution

Based on CalEnviroScreen 3.0, the City of Inglewood has relatively low (good) percentile scores related to Drinking Water Contaminants, Pesticide Use, Clean-up Sites, Groundwater Threats, Hazardous Waste Generators and Facilities, Impaired Water Bodies and Solid Waste Sites and Facilities. This means that these pollutants are not a major source of concern in the City of Inglewood. However, the City has a combined Toxic Releases from Facilities percentile of 76, which means that it scores 76% higher for this indicator than other areas throughout California. This indicator is based on the U.S. Toxics Release Inventory (TRI), which tracks the management of certain toxic chemicals that can adversely affect health and the environment. Certain industries must report how each chemical is managed and/or released into the environment. The TRI data do not provide information on the public's exposure to these chemicals; rather, it reflects concentrations of modeled chemicals in the air over time. Due to the vast number of facilities using the identified chemicals throughout the metropolitan Los Angeles area, percentiles for this indicator are relatively high throughout the region.

C. Housing Affordability and Displacement

Housing displacement can occur when affordable housing is demolished to make way for new development and when communities with lower property values are converted into communities with higher values. Displacement can have positive and negative effects. Positive effects occur when physical and economic infrastructure improves the community as a whole, while negative outcomes occur when affordable housing is lost or unaffordable. Displacement is an environmental justice issue in that disadvantaged populations are particularly vulnerable and more likely to suffer its negative effects.

During the Community Workshop and Focus Group Meetings on the Environmental Justice Element in January and February of 2019, several residents indicated concern that rising property values and rents were forcing low-income and working class residents out of the community. However, in March 2019 the City of Inglewood adopted a Housing Protection Initiative to regulate rent increases and just cause evictions for certain covered residential rental units. Initially adopted as an interim emergency ordinance and later made permanent, the Initiative caps rent increases and provides relocation assistance for "no-fault" evictions.

Section IV: Goals and Policies

As the City's master plan for growth and development, the Inglewood General Plan is a broad policy document that sets forward how the City should evolve over time. It contains several elements, or chapters, that provide direction for land use and development decisions. Each element includes goals and policies related to specific topic areas. Goals are general statements outlining the City's values or intent for particular topics and are open-ended visionary expressions. Policies are statements that help guide the City's actions.

The Inglewood General Plan Environmental Justice Element sets forward goals and policies related to ensuring environmental justice in the City, particularly for disadvantaged communities. In adopting the Environmental Justice Element, the City has made a significant step forward in ensuring that decisions related to land use and development are made in an equitable manner and take into consideration the health and well-being of our most vulnerable populations.

The pages below outline the City's vision for key environmental justice topic areas. Each section includes an introduction to the topic, outlines key issues, and reviews the City of Inglewood's goals and policies related to that subject. The following topics are addressed:

1: *Meaningful Public Engagement*
2: *Land Use and the Environment*
3: *Mobility and Active Living*
4: *Access to Healthy Food*
5: *Healthy and Affordable Housing*
6: *Public Facilities*

1: Meaningful Public Engagement

The involvement of the public in decisions that affect their environment and quality of life is critical to any discussion of environmental justice. Residents and other stakeholders need to be aware of actions undertaken in a City that may have a lasting effect on them. In many cities, a small number of people are engaged in the City decision-making process with a large number not participating, because they were unaware of the issues, or lack the skills or abilities to be involved in a meaningful way. Environmental justice seeks to promote fairness in the public decision-making process by ensuring that all people, regardless of race, ethnicity, income, national origin or educational level, are informed and have the opportunity to express their viewpoints and influence environmental decisions.

As outlined in Section II, much of the City of Inglewood is considered disadvantaged due to a variety of socioeconomic and environmental factors. Disadvantaged populations are often disproportionately under-

represented in the decision-making process. Capacity building addresses the obstacles that some populations face in fully participating in decisions about environmental health. Disadvantaged populations in particular often lack the ability to effectively participate in environmental policy decisions. Some of the strategies available to build capacity include providing training to enable populations to access critical information and technical assistance to provide the skills to participate effectively.

During the Community Workshop and Focus Group meetings held on the Environmental Justice Element, residents were asked how the City can help disadvantaged persons become more engaged in the public decision-making process. Residents suggested a variety of methods including direct outreach, more and better use of technology and social media applications, as well as providing childcare at public hearings and other community events. Residents also indicated that greater effort should be made to involve the youth in civic affairs through outreach at schools, libraries, and colleges and other venues.

The City of Inglewood is committed to ensuring that all persons have the opportunity to participate in decisions that affect their environment, have their concerns considered in the process, and have the ability to influence decision making. In addition, the City is committed to taking appropriate actions to involve those affected by decisions. The City's overarching goal for Meaningful Public Engagement is as follows.

Goal: Residents and stakeholders who are aware of, and effectively participate in, decisions that affect their environment and quality of life.

Policies

Governance

EJ-1.1 Ensure that all City activities are conducted in a fair, predictable, and transparent manner.

EJ-1.2 Provide for clear development standards, rules and procedures consistent with the General Plan and the City's vision for its future.

EJ-1.3 Conduct open meetings on issues affecting land use and the environment.

EJ-1.4 Proactively engage the community in planning decisions that affect their health and well-being.

EJ-1.5 Prioritize decisions that provide long-term community benefits.

EJ-1.6 Periodically evaluate the City's progress in involving the broader community in decisions affecting the environment and quality of life.

EJ-1.7 Coordinate outreach efforts between City Departments to avoid duplication and ensure that Inglewood community stakeholders receive notification and information.

EJ-1.8 Educate decision makers and the public on principles of environmental justice.

Participation and Collaboration

EJ-1.9 Promote capacity-building efforts to educate and involve traditionally underrepresented populations in the public decision-making process.

EJ-1.10 Be aware of, and take measures to address, cultural considerations affecting involvement in the public realm.

EJ-1.11 Conduct broad outreach on public hearings that affect the environment in languages used by the community.

EJ-1.12 Inform the public on decisions that affect their environment using multiple communication methods, including traditional and online forms of communication.

EJ-1.13 Provide written notices and other announcements regarding key land use and development issues in English and Spanish where feasible. For all other materials, note that verbal translation assistance is available.

EJ-1.14 Offer interpretation services at key meetings and workshops on issues affecting the environment.

EJ-1.15 Consider offering childcare at key meetings and workshops on environmental issues affecting entire neighborhoods and the City as a whole.

EJ-1.16 Consider varying the time and date of key meetings and workshops, or holding multiple meetings and workshops, in order to ensure broad participation.

EJ-1.17 Seek feedback on public decisions through traditional and online forms of communication, such as website, email, mobile phone apps, online forums, and podcasts.

EJ-1.18 Partner with community-based organizations that have relationships, trust, and cultural competency with target communities to outreach on local initiatives and issues.

2: Land Use and the Environment

The key to quality of life is the ability to live in a healthful environment with clean air, potable water, nutritious food, and a safe place to live. However, the urban environment often brings environmental perils that can adversely affect our health. Environmental pollution has a major effect on the healthfulness of a community. Exposure to pollution occurs when people come into contact with contaminated air, food, water and soil, as well as incompatible noise levels. While it is important to reduce pollution in the environment for all residents, disadvantaged populations have traditionally borne a greater pollution burden than other communities. Likewise, sensitive populations within and around disadvantaged communities are more vulnerable to the effect of pollution than other populations.

During public meetings on the Environmental Justice Element, residents identified air pollution in general and noise associated with Los Angeles International Airport as being the most critical pollution issues facing Inglewood today. Other issues identified included air pollution caused by motor vehicles, dust emissions from construction sites, a proliferation of trash in the neighborhoods, and light pollution from digital signs. The City seeks to reduce the pollution burden faced by disadvantaged population and all sectors of the community as outlined in the following goal:

Goal: The community's exposure to pollution in the environment is minimized through sound planning and public decision making.

Policies

General Environmental Health

EJ-2.1 Incorporate compliance with state and federal environmental regulations in project approvals.

EJ-2.2 Work with other agencies to minimize exposure to air pollution and other hazards in the environment.

EJ-2.3 Ensure compliance with rules regarding remediation of contaminated sites prior to occupancy of new development.

EJ-2.4 Create land use patterns and public amenities that encourage people to walk, bicycle and use public transit.

EJ-2.5 Concentrate medium to high density residential development in mixed-use and commercial zones that can be served by transit.

EJ-2.6 Ensure that zoning and other development regulations require adequate buffering between residential and industrial land uses.

EJ-2.7 Regularly update IMC Chapter 12 Transportation Demand Management requirements to reflect current transportation technologies in support of alternative modes of transportation.

EJ-2.8 Encourage new development to reduce vehicle miles traveled to reduce pollutant emissions.

EJ-2.9 Work with the South Coast Air Quality Management District (SCAQMD), the Los Angeles International Airport (LAX) and other appropriate agencies to monitor and improve air quality in the City of Inglewood.

EJ-2.10 Implement and periodically update the City's Energy and Climate Action Plan to improve air quality and reduce greenhouse gas emissions.

EJ-2.11 Continue to enforce the City's Noise Ordinance to ensure compliance with noise standards.

EJ-2.12 Place adequate conditions on large construction projects to ensure they do not create noise, dust or other impacts on the community to the extent feasible.

EJ-2.13 Continue to reduce pollution entering the storm drain system through the incorporation of best management practices.

EJ-2.14 Encourage smoke-free workplaces, multifamily housing, parks and other community spaces in order to reduce exposure to second-hand smoke.

Residential Uses and Other Sensitive Receptors

EJ-2.15 Ensure that new development with sensitive uses minimizes potential health risks.

EJ-2.16 Ensure that new development with sensitive land uses is buffered from stationary sources and mitigated from non-stationary sources of pollution.

EJ-2.17 Require that proposals for new sensitive land uses minimize exposure to unhealthful air and other toxins through setbacks, barriers and other measures.

EJ-2.18 Work with the Inglewood Unified School District to minimize environmental hazards in and around educational facilities.

EJ-2.19 Educate residential property owners to retrofit their residential properties affected by adverse air quality or other toxins with air filters, ventilation systems, landscaping and/or other measures.

Industrial and Commercial Facilities

EJ-2.20 Work with significant stationary pollutant generators to minimize the generation of pollution through all available technologies.

EJ-2.21 Consider the effects on sensitive populations when building new roads, designating City-wide truck routes and siting industrial stationary sources.

EJ-2.22 Work with industry to reduce emissions through the use of all available technologies.

EJ-2.23 Work with companies that generate stationary source emissions to relocate or incorporate measures and techniques to reduce emissions.

EJ-2.24 Encourage the use of low emission vehicles in City and transit fleets.

EJ-2.25 Periodically review the City's truck routes to ensure they adequately direct trucks away from residential areas and other areas with sensitive receptors.

EJ-2.26 Ensure that truck-dependent commercial and industrial uses incorporate the latest technologies to reduce diesel emissions.

EJ-2.27 Enforce the state's 5-minute maximum idling limitation for sleeper diesel trucks and trucks with a gross vehicle weight rating over 10,000 pounds.

3: Mobility and Active Living

Opportunities for physical activity are critical for bringing equity to disadvantaged communities. The built environment plays a large role in determining whether communities have opportunities for physical activity, which in turn have an extremely large impact on health. People can develop a range of health issues without places to walk, play, and exercise, and disadvantaged communities can be impacted by fewer public investments in such facilities and infrastructure. This means there are often less opportunities for formal and informal recreation. A high level of physical activity in a community is directly related to the built environment through having places that encourage walking, biking and other forms of exercise such as parks, trails, open space, urban green spaces, and active transportation networks. Increased mobility options, green spaces, and recreational facilities will provide critical links and opportunities for active living in Inglewood.

At the Community Workshop and Focus Group Meetings held during the preparation of this Element, Inglewood residents noted that while the City is improving in bicycle and pedestrian friendly infrastructure, there is a need for far more safe places and to bike and walk. Residents identified concerns regarding bicycle lanes due to the close proximity of heavy, faster moving traffic, and in certain areas of the City sidewalks are torn up from tree roots and other damage, and in some areas, particularly on the east side of the City, there is a lack of sidewalks. More investment is needed in pedestrian and bicycle infrastructure. Implementation of the City of Inglewood's First/Last Mile Plan (2019) and Active Transportation & Safe Routes to School Plan will provide a bike boulevard and the addition of more bicycle lanes citywide where there is adequate right-of-way space.

In addition, residents identified a lack of public facilities and parks for athletics, including baseball/softball fields, track fields and other active recreational facilities. Many go outside the community to access active recreation and play fields. According to the Inglewood Health Profile prepared by Los Angeles County in 2018, Inglewood's available recreational space is less than one acre per 1,000 residents, which is far less than Los Angeles County, which is 8.10 acres per 1,000 residents. The best performing community in Los Angeles County provides over 50 acres of recreational space per 1,000 residents. The stark difference plays a critical role in the health and wellness of Inglewood's residents, and the City will continue to explore active recreation opportunities within the City, including the acquisition of additional property for parks, open space, and recreation centers, as well as joint use opportunities with schools.

Finally, urban greening can significantly contribute to the promotion of physical activity through the beautification of existing streets, trails, and walkways, and through new infrastructure, such as community gardens. Separate from traditional recreational facilities, urban green spaces allow areas for informal and formal recreation. Urban greening also has environmental benefits by reducing heat absorption, providing storm water management, and improving air quality. There are community-based planning efforts that have occurred and are underway that identify specific corridors in Inglewood for increased tree canopy and specific sites in the City for passive open spaces and community gardens. Increasing partnerships with these community groups and making these planning efforts part of the City's implementation priorities will further urban greening in Inglewood.

Goal: A community that promotes physical activity and opportunities for active living.

Policies

Access and Connectivity

EJ-3.1 Support walking and bicycling by encouraging Complete Streets (bike lanes, traffic-calming measures, sidewalks separated from the roadway with tree planted landscaping), where feasible in the right-of-way, particularly in neighborhoods, Downtown, in transit-oriented districts.

EJ-3.2 Facilitate pedestrian and bicycle access to parks and open space through infrastructure investments and improvements.

EJ-3.3 Partner with the Inglewood Unified School District and non-profit organizations to improve access to bicycles, helmets, and related equipment for lower income families.

EJ-3.4 Require the provision of on-site bicycle facilities in new large-scale development projects.

EJ-3.5 Partner with transit agencies to ensure that parks and recreational facilities are accessible to low-income and minority populations.

EJ-3.6 Provide safe, interesting and convenient environments for pedestrians and bicyclists, including inviting and adequately lit streetscapes, networks of trails, paths and parks and open spaces located near residences, to encourage regular exercise and reduce vehicular emissions.

EJ-3.7 Encourage new specific plans and development projects be designed to promote pedestrian movement through direct, safe, and pleasant routes that connect destinations inside and outside the plan or project area.

EJ-3.8 Support implementation of the City's Active Transportation Plan to create a network of safe, accessible and appealing pedestrian and bicycle facilities and environments.

EJ-3.9 Employ appropriate traffic calming measures in areas where pedestrian travel is desirable but is unappealing due to traffic conditions.

Urban Greening

EJ-3.10 Identify and implement specific green infrastructure projects in Inglewood.
EJ-3.11 Encourage the planting of street trees and other landscaping in the public right-of-way and other public spaces.
EJ-3.12 Identify vacant lots and underutilized public land that can be used for neighborhood-run community gardens.

4: Access to Healthy Food

Goal: Healthy, affordable and culturally appropriate food is readily available to all members of the community.

To ensure the health and well-being of a community, it is essential that all community members have access to healthy food. This means having proximity and ability to travel to a food source that offers affordable, nutritionally adequate, and culturally appropriate food. Ensuring adequate food access is challenging in many communities in California. Low-income areas often lack supermarkets with a large selection of healthy foods. As a result, many residents in California, including Inglewood, do not have access to nutritional foods, which in turn exacerbates public health challenges.

During the outreach conducted as part of the planning process for this Element, members of the Inglewood community communicated their thoughts and concerns about food access. Participants felt that healthy and affordable food was not easily accessible in Inglewood – it exists but is not easily found. Many regularly travel to neighboring cities (Manhattan Beach, Westchester, Torrance, and Culver City) to get to a market they like. There are areas of the City, particularly in the east side of the City, that lack markets or grocers with fresh produce. According to the Inglewood Health Profile prepared by Los Angeles County in 2018, only 64% of residents live close to a grocery store (within one-half mile or less). Workshop participants explained that there are some small, local grocers who provide fresh food with organic options, but they are not well known, nor well-advertised. Others expressed that fresh food options are simply not affordable, which further facilitates residents' choices to eat at the abundance of low-cost fast food restaurants in the community. Overall, there is a need for more affordable, fresh food within convenient walking distance to the residents of Inglewood. Participants feel that the City is lacking in grocery

stores that offer healthy choices, including organic and non-GMO food, and markets that accept CalFresh and EBT cards.

For several years, a monthly certified Farmers Market was held in Downtown Inglewood on Market Street and Manchester Boulevard that was organized and facilitated by a community organization and the City of Inglewood. This market closed in 2017. Many residents expressed the need for a local farmers market similar to those in Torrance and Culver City. Local farmers' markets provide fresh produce to community residents, support small farmers, serve as community gathering places, and revitalize community centers and downtown areas. Local governments can promote healthy eating and active living in their communities by supporting local farmers' markets. Land use policies and supportive regulations can help create opportunities for one or more farmers' markets to return to Inglewood and ensure their long-term viability. In an effort to further facilitate farmers markets, in 2013 the City adopted a code amendment to allow farmers markets in the Civic Center zone, by right.

Goal: Healthy, affordable and culturally appropriate food is readily available to all members of the community.

Policies

Affordable and Nutritious Food

EJ-4.1 Address whether zoning allows providers of fresh produce (grocery stores, farmers markets, produce stands) to locate within three-quarters of a mile of all residences in the City.

EJ-4.2 Encourage the development of healthy food establishments in areas with a high concentration of fast food establishments, convenience stores, and liquor stores. For example, through updated Zoning regulations, tailor use requirements to encourage quality, sit down restaurants, in areas that lack them.

EJ-4.3 Encourage healthy food options at all municipal buildings and at City events where food is made available by the City.

EJ-4.4 Maximize multimodal access to fresh food by encouraging grocery stores, healthy corner stores, and outdoor markets at key transit nodes and within new transit-oriented development projects.

EJ-4.5 Allow farmers' markets to operate in the City where appropriate.

EJ-4.6 Encourage existing liquor stores, convenience stores, and ethnic markets located in or within one-half mile of residences to stock fresh produce and other healthy foods.

EJ-4.7 Promote the use of food assistance programs at farmers' markets.

EJ-4.8 Further study and address the location and amount of fast food restaurants in the City and develop land use regulations that limit fast food retailers where there is an overabundance.

EJ-4.9 Promote city-wide messaging about healthy eating habits and food choices.

EJ-4.10 Review applications for off-sale alcohol licenses to ensure that over concentrations of off-sale alcohol do not occur in or near residential areas.

Urban Agriculture

EJ-4.11 Encourage and simplify the process of developing community gardens within or adjacent to neighborhoods and housing development sites.

EJ-4.12 Through updated zoning regulations, allow community gardens as an amenity in required open space areas of new multifamily and mixed-use development projects.

EJ-4.13 Explore opportunities for community-supported agriculture within the community.

EJ-4.14 Identify properties, vacant and developed, that are suitable for community gardens, and work with landowners to determine interest and availability.

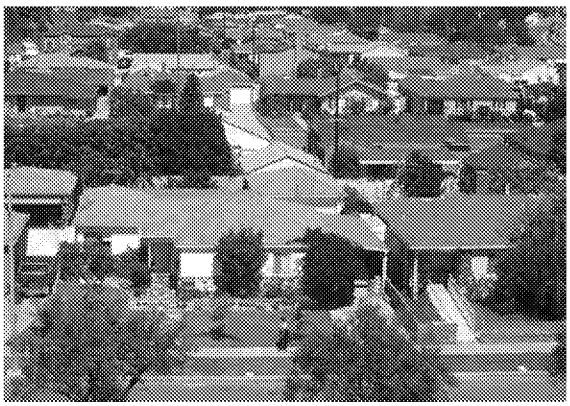
EJ-4.15 Facilitate the installation of community gardens at senior centers, particularly those that provide meals to seniors.

EJ-4.16 Educate the public on how to grow and maintain a private or community edible garden.

5: Healthy and Affordable Housing

Housing affordability is a major concern for many Los Angeles County residents. Housing constitutes the single largest monthly expense for most people, and among homeowners, their homes are often their largest financial assets. Given the high cost of housing in Los Angeles County, many residents spend a sizable portion of their incomes on housing.

As outlined in Section III, the term "severe housing burden" is defined as housing expenses totaling 50% or more of monthly income, and housing burden disproportionately affects low-income individuals, renters, and disadvantaged communities. Housing burden can negatively impact health by causing significant stress and limiting the amount of money people have available to spend on other necessities, such as food, healthcare or recreation. The City of Inglewood has a history of supporting and providing affordable housing for Inglewood residents, nonetheless rental rates in Los Angeles County are continuing to rise and although the City of Inglewood still has lower rents than comparably sized cities in the region, the ability of some residents to pay is decreasing significantly. According to the Inglewood Health Profile prepared by Los Angeles County in 2018, 65% of Inglewood residents rent their homes, compared to only 56% county-wide. In addition, 30% of households in Inglewood experience a severe housing burden, which is also more than the Los Angeles County average.



At the Community Workshop and Focus Group Meetings held for this planning process, increasing rents and housing burden was the most critical issue, and residents are increasingly being priced out of Inglewood. Providing protections for low-income renters, particularly as property values and rents in Inglewood continue to increase, is a top priority for the City. As such, in 2019 the City implemented rent stabilization and just cause eviction ordinance.

The high cost of housing can also affect health by limiting housing choices for lower income residents to less healthful units. Living in poor quality housing can increase exposure to environmental hazards, such as lead, molds, and vermin. Lead exposure during childhood is a particular concern as it can adversely impact brain development.

Exposure to molds and cockroaches can worsen underlying respiratory conditions, such as asthma in children. In addition, much of the housing in Inglewood may be next to or near sources of pollution, such as the I-105 and I-405 freeways and the Los Angeles International Airport, further impacting air quality and producing high noise levels.

Goal: A City with safe and sanitary housing conditions and affordable housing options.

Policies

Housing Conditions

EJ-5.1 Investigate incorporating a healthy homes inspection into existing code enforcement inspection procedures to identify and require remedy of pollutants.

EJ-5.2 Ensure new residential building and site design provides good moisture control through proper site drainage, roof drainage, natural ventilation (and mechanical where necessary), and sound plumbing systems.

EJ-5.3 Identify funding for education and remediation of lead and other housing hazards to benefit low-income families.

EJ-5.4 In addition to the requirements of the Building Code, encourage the use of green, healthy building materials that are toxin free in residential construction.

EJ-5.5 Raise awareness about how to minimize risks associated with lead-based paint.

EJ-5.6 Educate and/or provide resources for weatherization measures that can improve housing conditions and reduce mold.

EJ-5.7 Support collaborations between public health professionals, environmental health inspectors, and building departments to connect clients with professionals who can assess and address multiple aspects of housing that affect health and safety.

EJ-5.8 Promote efficient public outreach programs to enhance the rehabilitation of substandard housing.

EJ-5.9 Utilize federal, state, local and private funding programs offering low interest loans or grants, and private equity for the rehabilitation of rental properties for lower income households.

Housing Affordability and Displacement

EJ-5.10 Encourage the retention of rent stabilization and just cause eviction policies in the City.

EJ-5.11 Promote equitable transit-oriented development that includes both affordable and market rate housing.

EJ-5.12 Support the development of housing to meet the needs of large households.

EJ-5.13 Support programs to prevent against violation of tenants' rights through education and outreach.

EJ-5.14 Study and assess the efficacy of a variety of additional anti-displacement strategies, and implement selected strategies, to maintain and increase the availability of affordable housing:

a. Inclusionary zoning – create requirements to promote the construction of affordable housing in conjunction with market-rate development.

b. No net loss of affordable housing (within one-half mile of Metro Light Rail Stations – both income restricted and existing affordable housing based on 2020 Inglewood rental levels).
c. Jobs-housing linkage fees.
d. Value capture strategies - create a fund that leverages developer fees and other fees to fund new affordable housing projects.
e. Developments dedicated to affordable and workforce housing, including limited-equity housing cooperatives, community land trusts, nonprofit-run housing, or city-owned lands that provide affordable housing.

6: Public Facilities

State law defines "public facilities" as public improvements, services and community amenities that benefit the community. They include facilities such as streets and roads, government buildings, schools, and public open space. Public improvements and programs also benefit the community and include amenities such as new development projects, recreation programs, and streetscape improvements. Public facilities are often directed to more affluent areas of the community where residents typically have a greater say in decisions that affect their environment. Disadvantaged communities have traditionally had fewer public investments in their neighborhoods, and also less access to public decision makers who decide where new facilities are placed.

At the Community Workshop and Focus Group meetings held for the Environmental Justice Element, residents indicated that there aren't enough parks, community centers and active recreation centers, particularly those that are free of charge and with restroom facilities. In fact, some residents stated they frequent community centers in nearby cities. In addition, residents addressed programming needs and identified the need for more and better youth programs, affordable daycare and mentorship programs. Finally, residents identified the need for facilities outside the direct control of the City, such as hospitals and better schools.

SB 1000 calls for cities and counties to develop policies and programs that prioritize facilities that benefit disadvantaged communities. In evaluating a new public facility, the jurisdiction should ensure it has a measurable benefit to the community and address whether it is particularly advantageous to disadvantaged communities. As such, the City of Inglewood's goal related to Public Facilities is as follows.

Goal: Adequate and equitably distributed public facilities are available in the community.

Policies

EJ-6.1 Ensure the City provides equitable public improvements and community amenities to all areas of the City.
EJ-6.2 Prioritize the City's capital improvement program to address the needs of disadvantaged communities.
EJ-6.3 Plan for the future public improvement and service needs of underserved communities.
EJ-6.4 Provide a park system that provides all residents with access to parks, community centers, sports fields, trails and other amenities.

EJ-6.5 Acquire additional property for active recreational activities (e.g., sports fields, tracks) for use by Inglewood residents.

EJ-6.6 Provide ongoing infrastructure maintenance in existing residential neighborhoods through the capital improvement program.

EJ-6.7 Require that new development pays all applicable development fees to ensure it pays its fair share of public facilities and service costs.

EJ-6.8 Ensure that new public facilities are well designed, energy efficient and compatible with adjacent land uses.

EJ-6.9 Work with the Inglewood Unified School District to analyze joint use agreements at local schools to enable recreational fields to be used by the community after school hours.

EJ-6.10 Coordinate with the Inglewood Unified School District, transit agencies and other public agencies to provide adequate public facilities, improvements and programs to the City of Inglewood.

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Appendix A

City of Inglewood
Environmental Justice Element

Community Workshop – Small Group Meeting Notes and Sign-In Sheets
January 17, 2019, 6:00 – 8:00 PM
Inglewood City Hall, 1st Floor Community Meeting Room

Group 1
Facilitator: Eneida Talleda, T&T Public Relations

1. *What would help disadvantaged persons in the City of Inglewood get engaged in the public decision-making process?*
   - Make presentations at Senior Centers.
   - Reach out to youth at schools and libraries.
   - Reach out better to younger generations.
   - Outreach to schools and at schools and colleges.
   - Peer-to-peer outreach and training.
   - Use technology more for communications.
   - Use Nextdoor app.
   - Put notifications in grocery stores, schools.
   - This group heard about this community meeting mostly from utility bill inserts, but also from Eye on Inglewood, City website, Nextdoor.com, Council member newsletters, and emails.

2. *What areas of the City have pollution and how could this be improved?*
   - Flight path is affected by diesel pollution and noise. The City needs to expand sound insulation area and adhere to time restrictions for air traffic.
   - Air pollution from traffic is bad and getting worse.
   - Low quality appliances in apartment complexes.

3. *What barriers to mobility exist in the City and how could these be improved?*
   - Sidewalks are torn up from tree roots and other damage.
   - Dangerous to ride bikes because of cars. Educate drivers about bicyclists on billboards.
   - Look at Disneyland for potential mobility solutions.
   - Use police trainees to enforce traffic laws and calm traffic.
   - Have a bus or shuttle system that takes residents to specific destinations.
   - Parking is constrained.
   - Carshare program (Blue LA) is a potential solution.
   - Buses in the City are not safe.
   - The City needs its own transit system.

4. *Is affordable and healthy food readily available in the City of Inglewood? If not, how could it be improved?*
   - Fresh food is not within convenient walking distance.
   - Fresh food options are not affordable.
   - We need a farmer's market.
   - We need to go outside Inglewood for a quality market.
   - Inglewood needs a Trader Joe's, Fresh and Easy, and/or Whole Foods Market.
   - There should be a fresh food program for schools which could feature Harvest of the Month, for example.

5. *What are the major issues regarding safe and affordable housing in the City of Inglewood?*
   - Rapidly increasing rent is causing people to leave, especially the younger people, they're just not staying.
   - Bring back the first-time homebuyer program and give priority to existing Inglewood residents. Create a "legacy ownership" program for residents and their direct descendants/family members.
   - The City needs rent control.
   - The City needs more police patrols.
   - We need better quality appliances in multi-family apartments.
   - Wiring in the right-of-way appears dangerous.

6. *What public facilities, improvements or programs are needed in underserved areas of the City?*
   - Parks need improvement and more youth programs.
   - Inglewood needs more hospitals.
   - The City needs a special event information center so residents can see what's coming up and avoid high-traffic areas – website posting, hotline, app with notification to phone, etc.
   - Affordable daycare is needed.
   - The community needs a bowling alley and entertainment.
   - Trash needs clean-up. There is a lot of trash in the city.
   - We need better schools.
   - Traffic calming is needed, such as speed bumps on Kelso Street and Eucalyptus Avenue.

Group 1 Ranking of Issues:

1. Mobility
2. Pollution – including trash around the city
3. Housing
4. Public engagement and Facilities (tied)
5. Food

Group 2
Facilitator: Jean Ward, Civic Solutions

1. *What would help disadvantaged persons in the City of Inglewood get engaged in the public decision-making process?*
   - Getting on email lists for City Council members is best way to receive information in the City.
   - Local newspapers and Council newsletter provide a lot of information.
   - Non-profit organizations and churches also provide information.
   - As a resident, you should reach and get yourself involved.
   - Information from the City is shared well, but when the community vision does not align with the City's, dissenting groups are not heard.
   - The City needs to do more door-to-door reaching out so people aren't intimidated to speak up; the Council should get out into the community more.
   - The Mayor's Facebook questionnaire (reached by a link on the City's website) about rent increases of 25% or more is a great way to reach out. However, there were few who responded.
   - This group heard about this community meeting from Eye on Inglewood, Council member newsletters, and Uplift Inglewood.
2. *What areas of the City have pollution and how could this be improved?*
   - The Clipper's arena and Forum area have a huge increase in traffic and pollution from traffic. Rents are also skyrocketing.
3. *What barriers to mobility exist in the City and how could these be improved?*
   - The City needs more bicycle infrastructure. It's not very safe everywhere. More bike lanes are needed.
   - Traffic problems are a major issue to mobility in the City.
4. *Is affordable and healthy food readily available in the City of Inglewood? If not, how could it be improved?*
   - No concerns with access to healthy food.
5. *What are the major issues regarding safe and affordable housing in the City of Inglewood?*
   - The City needs rent control. People are unaware of their rights as renters.
   - Rent control is a huge issue citywide, but speculation arounds the Rams stadium is a major problem with corporate buyouts of apartment buildings and rents increasing by over 100%.
   - The City needs policies in place to stop corporate speculation.
   - This issue of housing and rent stabilization will change the face of Inglewood and we need an ordinance to cap rent increases.
   - People are leaving Inglewood due to rent increases.
   - Because of the housing issue, people in Inglewood have less and less disposable income, and are therefore spending less money on food, recreation, doctors, exercise, etc., which dramatically affects their health.
   - Overcrowding is also an issue, and there is an increase in the spread of diseases due to overcrowding.
   - Rents are increasing the most near the stadium.
   - Developers of new projects needs to pay their fair share, including providing low income housing in new projects and providing other community amenities and benefits.
   - The City needs to stand up for just-cause eviction and invest in more affordable housing.

6. *What public facilities, improvements or programs are needed in underserved areas of the City?*
    - The community needs a mentorship program for inner-city youth. This program would focus on study skills, making good life choices, entrepreneurship, provide field trips to other communities to expand ideas and see other ways of living. This could be provided through the City's Parks and Recreation Department. People are ready to start these programs.
    - Gangs are still part of this community. More youth diversion programs are needed. The Social Justice Learning Institute (SJLI) has such programs, but more are needed.
    - The City should require large development projects to fund these programs through community development agreements.
    - Many public facilities in the community are "pay to play". Community centers are free to residents, but there is no free track for youth track groups. The community needs a track, more active recreational facilities, and more community centers.
    - The senior centers in the City are good, as well as transportation for seniors (shuttles, etc.).
    - The City needs to create a position for a "Healthy Fitness Commissioner," who could oversee new programs.

Group 2 Ranking of Issues:

1. Housing – Rent control
2. Facilities and Programs – Recreational facilities, especially a running track, a mentorship programs for inner-city youth, and a Healthy Fitness Commissioner
3. Pollution – Traffic, especially near the major improvements (i.e., Forum and stadium)
4. Mobility – More bike lanes and connections are needed

Group 3
Facilitator: Phyllis Tucker, T&T Public Relations

1. *What would help disadvantaged persons in the City of Inglewood get engaged in the public decision-making process?*
   - Get more information to people on how they can get engaged – commissions, utility bill inserts.
   - Create more access points and go to where people are.
   - Provide child care for disadvantaged, such as opening the library while parents are at meetings.
   - Offer giveaways such as incentives, prizes, food, etc.
   - Go to the people instead of them coming to you, such as going out to community centers and making announcement in local churches.
   - Work through school districts and organizations that work with students and children.
   - Work with senior centers and places that work with seniors.

2. *What areas of the City have pollution and how could this be improved?*
   - Incentivize block clubs to get involved in clean up in their neighborhoods.
   - Increase in tourism is likely to result in more trash and exacerbate noise and traffic.
   - The City needs stronger enforcement or better regulations governing where pets are allowed to be. For example, allowing pets to sit in shopping carts in the supermarket is unhealthy and could lead to serious health concerns for other people.
   - We need increased greenspace and more access to open space, such as parks, more trees, etc.
   - The airport is a major source of pollution with the noise and jet exhaust, which causes paint on cars to peel.
   - Noise is an environmental problem for people who have kids. It interrupts sleep patterns and makes people angry.
   - The City needs more trach cans. There is trash and litter at bus stops.
   - Retail owners (supermarkets, restaurants, etc.) need to clean up and provide more landscaping and trash bins. There should be more code enforcement.

3. *What barriers to mobility exist in the City and how could these be improved?*
   - We need more public transportation and a greater reliance on public transit (shuttle, metro).
   - The City needs to double down on "First/Last Mile" strategies and provide more access to transit (bus and rail), encourage walking and fewer car trips.
   - Everything costs money and transportation in all forms is too costly. Government doesn't always have money; however, funds are available through cap and trade and grants that are earmarked for transit.
   - Automobile drivers do not like bicycles and this is a disincentive for bike riding. Drivers make it dangerous for bicyclists to use the road. The City needs to invest in bike infrastructure.
   - Choices are limited for making basic decisions about getting from place to place such as what mode of transportation to take for daily activities, availability of options, convenience, routes, wait times. If a person wanted to walk or take transit to the grocery store, it would be a huge inconvenience because of cost and time.
   - Many streets are not walkable. Crosswalks are limited and can be dangerous to cross, uneven sidewalks need repair, and cars go way too fast.

4. *Is affordable and healthy food readily available in the City of Inglewood? If not, how could it be improved?*
   - There is a need to increase programs like Meals on Wheels.
   - We should have more community gardens, rooftop and urban gardens.
   - Educate the public on what we can do, such as how to grow and maintain a community garden.
   - Educate people about health risks such as diabetes, that they are more likely to incur due to poor eating habits
   - More funds should be dedicated to promoting more events similar to what the Social Justice Learning Institute (SJLI) is doing.
   - The City needs more grocery stores that offer choices, including organic and non-GMO food, and that accept CalFresh and EBT cards.
   - The City needs more choices of food and grocery stores overall.

5. *What are the major issues regarding safe and affordable housing in the City of Inglewood?*
   - There is too little affordable housing.
   - Low income families are being pushed out through gentrification.
   - The City needs more safe shelters for the homeless population.
   - The City needs rent control.
   - Without affordable housing and rent control, the homeless population increases.

6. *What public facilities, improvements or programs are needed in underserved areas of the City?*
   - We need more community centers like the Inglewood Senior Center, and something for every demographic.
   - We need more youth facilities in every district.
   - The City needs improved police facilities.
   - We need better trash pickup.
   - The City needs more parking.

Group 3 Ranking of Issues:

1. Pollution
2. Safe and affordable housing
3. Barriers to mobility, affordability and healthy food, public facilities (tied)
4. Engagement

Group 4
Facilitator: Mary Wright, Civic Solutions

1. *What would help disadvantaged persons in the City of Inglewood get engaged in the public decision-making process?*
   - Not having to work two jobs.
   - The majority of disadvantaged people don't have seat at table.
   - 200 Block Clubs – present information to Block Club – they share information.
   - Block captains have meetings in districts – all districts should have them.
   - District 4 formed a separate group. Neighborhood association (her Block Club just has a few apartments in it but the neighborhood association does well and they share information) (Century Heights).
   - Council "Town Hall Meetings" are good.
   - Use social media for engagement.
   - Want other vehicles to get it out – want central location so all are clued in to what's going on. City needs to take responsibility to do this.
   - The City should do Public Service Announcements (PSAs) on digital billboards, and publish in the newspaper too.
   - City Council meetings are now on video to watch on the computer.
   - City Council meetings not conducive to public input. The time for speakers is short and they don't input into City business.
   - This group heard about this community meeting from water bill inserts, district newsletter, and Inglewood news on Facebook.

2. *What areas of the City have pollution and how could this be improved?*
   - There is pollution around the stadium. There is dust from the stadium and watering doesn't work. The Air Quality Management District (AQMD) needs to conduct a site visit.
   - Good Neighborhood Program – a couple areas around stadium construction site are given resources to clean homes/cars but it's limited.
   - There should be gift cards for local residents to buy air filters, get car washes, and get the vents cleaned.
   - There is also dust from Metro construction and are cracks in buildings from Metro construction.
   - Apartments in South Inglewood, which is mostly apartments, have smaller setbacks and less landscaping.
   - There is noise pollution from the airport.
   - Air pollution going to get worse from extra traffic from events at the new venues.
   - The Playa Vista development will incur traffic and decrease air quality too.

3. *What barriers to mobility exist in the City and how could these be improved?*
   - Major changes in infrastructure are needed for bicycle and pedestrian improvements.
   - The City needs more bicycle infrastructure, curb cuts, etc.
   - There should be areas where no cars are allowed, such as Market Street.
   - We want electrical scooters and rental bikes. The City should proactively allow scooters.
   - There are State restrictions on biofuels (vegetable oil). The City should take the lead and lessen restrictions for personal use.

- There are few curb cuts for bike, strollers, and wheelchairs.
- There is a lack of sidewalks from La Tijera Boulevard to Sepulveda Boulevard, and no sidewalk by 7-Eleven.
- You can't walk to the Hendry Metro stop (Crenshaw line southwest bound).
- There needs to be a way to the airport (three-quarters of a mile are not connected but a people mover is coming).

4. *Is affordable and healthy food readily available in the City of Inglewood? If not, how could it be improved?*
   - Food access is better in the last ten years, but it could be better.
   - Inglewood lost the farmer's market, and we want a new one (maybe at Market Street or at the Forum).
   - People like Torrance and Culver City farmers markets.
   - Farmers markets need community support!
   - Have community gardens at places such as Hyde Park Library and La Tijera School.
   - We don't have CO-OP community garden, and have to be careful about soils for community gardens as there was a lot of former oil.
   - 63% of people in Inglewood live in apartments, and should have access to crates for community gardens.

5. *What are the major issues regarding safe and affordable housing in the City of Inglewood?*
   - Rents are too high!
   - The City needs rent control.
   - Rents (residential and business) are increasing exponentially.
   - Property values and rents are going up, and incrementally added taxes add up.
   - Lots of investors are buying up buildings on the same block.
   - A lot of owners are fixing up their places for Airbnb, but Inglewood just implemented new restrictions.
   - Rentals should be earthquake safe and have other safety measures; many apartments need to standard.

6. *What public facilities, improvements or programs are needed in underserved areas of the City?*
   - District 4 has no community room.
   - Inglewood needs a community center (people go to the Carson or Lawndale community centers).
   - We do not have enough libraries and community centers.
   - The amphitheater was upgraded, but it needs shade.
   - The Fox Theatre should be renovated. The owner is holding off for the best offer.
   - The City needs to support and help the homeless. Do we have winter shelters? There are a lot of homeless at Darby Park and the police keep order.
   - Public safety is important too!

Group 4 Ranking of Issues:

1. Affordable housing
2. Pollution – Dust from stadium and Metro creating problems
3. Mobility – Make rail accessible and provide infrastructure for biking and walking and street calming
4. Community engagement – Use billboards to get the word out; we keep meeting and nothing gets done
5. Public facilities – Need more green places and a greening plan
6. Healthy food – Bring back a farmer's market

Group 5
Facilitator: Wanda Flagg, T&T Public Relations

1. *What would help disadvantaged persons in the City of Inglewood get engaged in the public decision-making process?*
   - Need real job training programs as well as financial literacy training for youth and families.
   - The community is uniformed and misinformed. The City should do better to disseminate information.
   - The majority of the City is renters, but information doesn't flow to renters as it does to property owners in utility bills.
   - Inglewood renters can access information on Eye on Inglewood, if they are set up on Facebook.
   - Sources of information are also Inglewood Today magazine and City text alerts if residents know how to sign up for them.
   - There should be mobile council meetings and civics lessons taught in schools.
   - There needs to be community benefit agreements for all large corporations that do business in Inglewood – "fee" not tax on every ticket or a "good neighbor agreement".

2. *What areas of the City have pollution and how could this be improved?*
   - Expand the noise pollution abatement program to the north and south of current area
   - There is air pollution and overabundance of particulates from the airport.
   - Need vehicle emissions solutions and better ways to get across the City – maybe electric trams on main corridors.
   - There is light pollution and digital distractions. New over-sized billboards are not good additions.
   - Knowledge of trash collection rules/practices is a serious issue in neighborhoods with large numbers of apartment complexes, especially for large item pick-up.
   - Screens on storm drains are not cleared causing water and debris to back up.

3. *What barriers to mobility exist in the City and how could these be improved?*
   - Poor street conditions – a lot of pot holes cause damage to cars and lead to traffic accidents.
   - There is a lack of lighting and issues with visibility and safety.
   - Parking restrictions need to be enforced.
   - There needs to be better traffic flow management, especially during construction and events.
   - The City needs sidewalk improvements for pedestrians, such as repairs due to tree roots.
   - The City needs low cost and low/no emissions transportation in all areas, not just downtown.
   - The City needs better and repainted parking spaces.
   - There needs to be sensitivity to wheelchair access.

4. *Is affordable and healthy food readily available in the City of Inglewood? If not, how could it be improved?*
   - Healthy and affordable food is not easily available.
   - We need a community garden with a farmer's market attached.
   - The City should encourage health conscious food establishments (locally owned if possible).
   - There are areas of the City that don't have markets – we need markets in every district and better access to fresh produce.
   - Encourage minority-owned businesses to join forces to establish a co-op with City incentives (from "good neighbor policy").
   - Have area restaurants conduct cooking classes and teach life skills.

5. *What are the major issues regarding safe and affordable housing in the City of Inglewood?*
   - There is not enough affordable housing for working-class residents, who are not low income.
   - The City needs rent stabilization. We need to look out for "Mom & Pop" landlords, not outside influencers.
   - Promote affordable housing and development with new product to incentivize rent stabilization (both residential and commercial).
   - Diversify the housing stock to give people stepping stones to ownership.
   - Expand current TOD housing so TOD is not specific to one corridor and develop incentives.
   - Make sure new development is in sync with the aesthetics of the area.
   - Starting with corporate buyers, City must establish a quantity of units required to be affordable.
   - Better parking is needed overall.
   - First-time homeowners' program for long-time residents are needed.

6. *What public facilities, improvements or programs are needed in underserved areas of the City?*
   - Youth engagement programs and community centers are needed, as existed in years past.
   - There are no softball programs for girls!
   - Professional teams should be required to adopt schools.
   - All the playing fields at city parks need to be redone and improved (lighting, etc.).
   - Teachers and counselors at in IUSD deserve/need equitable pay
   - There should be etiquette and self-esteem programs.
   - Pocket parks with bathroom facilities are needed.
   - Council meetings should be in the evening only, with mobile meetings in neighborhoods.
   - Reinstate the mobile assistance program (tires, battery jump).
   - What is the long-term plan for expansion of LAX?
   - Establish a performing arts venue and programs.
   - Educate the communities through outreach on civic engagement and opportunities.
   - We should have more movies in the park.
   - Engage more residents in communal activities, i.e. working together on the City of Inglewood Rose Parade Float.
   - We need free Wi-Fi citywide.
   - With new hotel development, establish hospitality training so residents can be equipped to fill those new jobs.

Group 5 Ranking of Issues:

1. Housing
2. Public Facilities and Programs
3. Other issues tied

Appendix B

City of Inglewood
Environmental Justice Element

Focus Groups Summary Report

Meeting Notes

February 26, 2019
Inglewood City Hall, 1st Floor Community Meeting Room
Focus Group 1 – English-language Group | 4:00 – 6:00 PM
Facilitator: Phyllis Tucker, T&T Public Relations

Participants:

Name	*Rent or Own*	*Years in Inglewood*	*Inglewood District*
Alma	*Own*	*50*	*1*
Sabra	*Rent*	*3*	*4*
Rechenda	*Own*	*20*	*1*
Adissa	*Own*	*20*	*1*
Centhia	*Own*	*20*	*4*
Philistia	*Own*	*55*	*4*
Diane	*Own*	*39*	*1*
Amber	*Own*	*35*	*2*
Juanita	*Own*	*40*	*4*

General Questions

7. *What changes have you seen in your community over the past 5 or 10 years? How about just the last 2 years?*
   - More dogs (more dog feces on streets), more trash on street.
   - A lot more wildlife – possums, racoons, coyotes.
   - A lot more parking issues. Before you could park anywhere and now lots of people living in their cars on the streets.
   - A lot more homeless people.
   - Wildlife coming from all of the construction and tearing down of buildings.
   - Crime issue has gone down in District 2. Close to Don Lee Farms (food production). They are good about working with neighbors about adjacency issues – improvements with trees, lights, safety issues.
   - One of the changes is a result of personal involvement in the community and neighborhood.
   - Get to know your Council members.
   - A lot more cars on the residential blocks. Everyone parks on the street. Parking is really bad. Nobody uses their garages.

- Why are there so many 99 cent stores? Why does Inglewood have only crummy stores instead of nice stores? More and more bad stores have been coming. There is no nice market. Retail development is less desirable in Inglewood.
- Once the stadium is built, there are going to be nice stores and a nice hotel.
- Folks need dollar stores but still would like to have nice stores as well.
- Fixing the streets has improved, but a lot more traffic coming down neighborhood streets. Traffic has gotten worse. Homelessness has gotten worse.
- Parking is terrible. Families are double and triple parked on dead-end streets. These are renters, not owners.
- Many people buying homes or moving out and renting them out for special needs. Many homes for foster kids, and recovery facilities (alcohol and drugs), which is sometimes scary since you don't know them, and they are on medication and recovering. Folks move out and rent their houses for mentally ill, drug addiction recovery, etc. Halfway houses. This isn't necessarily a good change. We don't take walks like we used to because you don't know how safe it is.

8. *How do you feel about living in this community? Why?*
   - All love living in Inglewood.
   - Its centrally located.
   - It's becoming Culver City with the redevelopment.
   - We're going back to where we need to be – a vibrant City like when it was founded in the 1920's.
   - It is more affordable than the rest of Los Angeles.
   - It has the best weather with the ocean so close.

9. *What do you like best about living in Inglewood?*
   - My neighbors! Everyone has been here a long time and raised children together.
   - I like the community we've built.
   - It is a true community.
   - In Inglewood, Council members are accessible, and you can talk to them.
   - Availability of City Hall and Council members.

10. *What would make Inglewood a better place to live?*
    - Constant improvement and keep making better parks, better streets, better development.
    - Ribbon cutting for Girl Scout Headquarters was amazing – this is an example of positive new development coming to Inglewood.
    - People need to keep positivity. Change is good. Open up and embrace the change. It's a good thing.
    - Small improvements to quality of life issues can make a big change – trash pick-up, street cleaning, enforcement of trespassing, tree trimming, enforcement of loitering, speeding enforcement, parking enforcement. Pay more attention to the little things! That will greatly improve quality of life.
    - Most of the City's problems are from people passing through. On street like Manchester and 90th people speed through the City. People also stop and drink and trash up the City.

11. *What do you think are the biggest problems or challenges the residents of Inglewood face every day?*
    - Rent control. We are losing good residents because rents are creeping up too high.
    - Homelessness is a big problem too.
    - People are moving out to other areas or becoming homeless.

- Rents are doubling - from $700/month to $1,500/month.
- There are problems with multi-generational living in one house. This adds to the parking problem. Young adults move back in with their parents and then have kids of their own. This puts a strain on the City and on the older generation. The younger generation has different values.
- District 2 has always been diverse. Asian, Hispanic, black, white all within a two-block area. It's wonderful.
- Everyone gets along in the diverse neighborhoods. Everyone loves their neighbors.
- The City is getting more diverse – it used to be just black and Hispanic. Now it's Caucasian and Asian too.
- Owners of apartment buildings need to be involved and set rules. This will help neighbors in apartments treat each with respect. The owners need to be involved. Their involvement makes for a good condo/apartment complex.
- The recent influx of investors makes everyone digress because they are not personally involved; they are just in it for the money.

12. *Where do you get information about services and programs that help Inglewood residents?*
    - City website.
    - Call City Hall.
    - The book that City sends out – called "Inglewood". It's a seasonal magazine in Spanish and English about what's going on in the community and where to get information.
    - Community centers.
    - Senior center.
    - Inglewood Next Door.

Environmental Justice Topics

7. *As an Inglewood resident, are you regularly involved in the public decision-making process? Yes or No?*
    - Three say yes, six say no.

8. *What would help you be more involved in the public decision-making process?*
    - If we knew when the meetings were. Parking Commission, City Council, Code Enforcement. When are these meetings? We would go if we know when and where.
    - A lot of people don't use the City website.
    - A mailer would be helpful.
    - Mailers from Council Districts and in water bills.
    - Mailers always work – go back to old school!
    - Council district newsletter comes our every Thursday as an email. This is great.
    - As a renter, you get information from your management company.
    - A lot of renters don't know that they have just as much right to come to City Hall and participate.

9. *What about disadvantaged persons in the City of Inglewood – what would help get them engaged in the public decision-making process?*
    - Convincing them to be involved – disadvantaged persons don't necessarily think they have as much right to participate and be involved. Don't be afraid and encourage everyone to participate.
    - Mailers help. Many disadvantaged people do not go online for information.

- We need to help those who don't know how to participate by educating them.
- Someone from the City should visit churches, etc. to explain how to get involved.
- The main things is communicating.
- Give out flyers at Vons or 99 cents stores. Or poster boards/information boards at these locations. This way people see the information when they enter the market. It should be a big poster at eye level so everyone reads it, and in multiple languages.
- The digital boards with City information are hard to read when driving
- A lot of people don't have time to participate in the City. What about people who work all day? Need meetings after 6:00 pm.
- We need to get back to old-fashioned Block Clubs. This is where information is disseminated best. The Block Clubs meet regularly and vote on issues. Inglewood used to have lots of Block Clubs with very active neighbors. There are less now. We need to organize ourselves through Block Clubs.
- Information flyers that you could pick up in the grocery store or laundromat would be helpful.

10. *What areas of the City have pollution? What types of pollution does Inglewood have?*
    - Air and noise pollution from factories.
    - It makes people cough and sneeze.
    - Air pollution has always been a problem in Inglewood.
    - Airplanes going overhead are a huge problem. It sometimes shakes the house. And it's so noisy.
    - They need to re-evaluate the flight path. New windows and insulation are offered for those in the flight path, but it is not enough. Those just outside the flight path have noise pollution as well.
    - You can count the planes overhead, there are so many. It's constant.

11. *How could pollution be improved?*
    - Trash – we need more street sweeping. Not the machines, but the guys with the blowers. They do Market Street and La Brea, but we need more in the City to effectively get rid of the trash.
    - Metro crew cleans bus stops. We need that.

12. *What barriers to mobility exist in the City? When I say "mobility" I mean being able to move or travel around the City easily.*
    - Parking! A lot of cars park at the curb where people in wheelchairs need to cross the street, so people can't cross easily.
    - There will be a new train system coming through so that will be great.
    - More bike lanes have been coming as well.
    - People are walking more and more.
    - Dogs are a problem. It's difficult to walk sometimes.
13. *Is affordable and healthy food readily available in the City of Inglewood?*
    - No. We have too many fast food restaurants.
    - You have to look for the healthy food. Look for the superior grocers who have organic and healthier options. Many people travel to Vons and Ralphs in Venice and Torrance. You have to search for it within Inglewood. We have it, but you have to look for it.
    - There is a Famers Market as well but it's tiny.
    - We need more healthy food store and markets.

14. *What are the major issues regarding safe and affordable housing in the City of Inglewood?*
    - Not enough affordable housing.
    - Need rent control!
    - Need better code enforcement.
    - Illegal additions are not up to code, it's dangerous for everyone.

15. *What public facilities are needed in underserved areas of the City?*
    - Homeless resources.
    - Call 211 for things like homeless resources. They will direct you.
    - 211 has a lot of information on all topics.
    - More police patrol. Never seen a police car go around the community just to patrol. You see them policing the area (giving tickets, picking people up), but not patrolling. They need to be around more just to make their presence known.
    - Police don't cite loiterers, which is problem because they are drinking, etc. They sit on vacant lots and charge people going to the Forum to park their car, and it's not their lot.

16. *Lastly, I'd like for you to rate the topics we just discussed based on what you think is the most important or most urgent topic in Inglewood.*
    - See ranking sheet results below.

EJ Topic	1	2	3	4	5	6	7	8	9	TOTAL	AVG.
Safe and Affordable Housing	1	2	1	1	1	3	6	1	1	17	1.89
Pollution/Environmental Issues	3	4	3	5	2	1	2	3	2	25	2.78
Public Facilities, City Improvements, Programs for Residents	5	3	2	2	5	2	3	2	3	27	3.00
Getting Disadvantaged People Engaged in Decision-Making Process	4	1	5	3	4	5	1	4	5	32	3.56
Mobility/Getting Around Town	2	6	4	4	3	6	5	5	4	39	4.33
Access to Healthy and Affordable Food	6	5	6	6	6	4	4	6	6	49	5.44

17. *Using just one or two words, how would you describe your attitude about life in Inglewood?*
    - Excellent.
    - Improving.
    - Good.
    - Satisfied.
    - Great.
    - Good.
    - Common.
    - Comfortable.
    - Great.

Question:

- Are there any regulations that make sure industrial uses are doing everything they can do to pollute less? There is a lot of industry next to residential neighborhoods Inglewood.

Answer:

- Industrial uses have to get an air quality permit through the Air Quality District. They are regularly monitoring the air pollution.

Meeting Notes

February 26, 2019
Inglewood City Hall, 1st Floor Community Meeting Room
Focus Group 2 – Spanish-language Group | 6:00 – 8:00 PM
Facilitator: Eneida Talleda, T&T Public Relations

Participants:

Name	Rent or Own	Years in Inglewood	Inglewood District
1. Claudia	*Rent*	*30*	*1*
2. Mariah	*Rent*	*21*	*1*
3. Clara	*Rent*	*20*	*4*
4. Amalea	*Own*	*21*	*1*
5. Angelina	*Rent*	*15*	*1*
6. Miguel	*Own*	*35*	*2*
7. Bertha	*Own*	*35*	*2*
8. Marco	*Rent*	*35*	*2*
9. Kenya	*Rent*	*25*	*2*
10. Martin	*Own*	*10*	*2*
11. Maria	*Own*	*25*	*2*
*(Poncho)**			
*(Arnold)**			

* Did not RSVP, however they sat in and occasionally contributed to the discussion.

General Questions

1. *What changes have you seen in your community over the past 5 or 10 years? How about just the last 2 years?*
   5 years:
   - More traffic and construction. Also more air pollution as a result of all the construction.
   - Improved parks (Vincent Park etc.).
   - The stadium will improve the city overall.
   - The traffic is bad but good for the economy overall.

   2 years:
   - The improved parks are great for families and the community in general.
   - Poor road conditions (partially due to construction).
   - The water is more contaminated in Inglewood in comparison to other Los Angeles communities. You cannot drink the tap water.
   - The rent has gone up significantly.

2. *How do you feel about living in this community? Why?*
   - Insecure - Residents living in District 4 complained of being too scared to go outside for walks, even in the daytime.
   - Residents living in District 2 in comparison said they feel safe and secure walking around in their neighborhoods

3. *What do you like best about living in Inglewood?*
   - There are many stores nearby.
   - Beautiful park (In reference to Vincent Park).
   - Hospitals, banks and markets are close and accessible.
   - Great climate.
   - Near the ocean.

4. *What would make Inglewood a better place to live?*
   - Cheaper rent.
   - Rent Control.
   - Better schools and teachers.
   - More police.
   - Train/subway stops for Inglewood.
   - More restaurants and markets (higher quality and more variety of options).
   - Improve quality of water.
   - Improve parking and road conditions.

5. *What do you think are the biggest problems or challenges the residents of Inglewood face every day?*
   - Higher tax rates for homeowners.
   - Increases in rent.
   - Construction and Traffic.

6. *Where do you get information about services and programs that help Inglewood residents?*
   - Alex Padilla/Ramon mailing list.
   - Flyers in the mail.
   - Inglewood magazine. (Contains list of events in Inglewood, released bi-annually).
   - WhatsApp with neighbors.
   - Neighborhood Watch.
   - City Hall.
   - Police station.
   - Inglewood website.
   - More active on social media (Twitter, Facebook).
   - LA Care.
   - St. Margaret center.
   - LA Times.
   - School Newsletters.

Environmental Justice Topics

1. *As an Inglewood resident, are you regularly involved in the public decision-making process? Yes or No?*
   - Two said yes, eleven say no.

2. *What would help you be more involved in the public decision-making process?*
   - People don't know when the meetings are.
   - Was not sure if you could attend without being a homeowner.
   - Send Flyers in the mail.
   - Put events in local papers. It would be better if the events were clearly labeled so residents could attend events they are interested in learning about.
   - Discounted parking for city hall so that people can attend the events without worrying about parking prices.
   - Phone Calls.
   - Post flyers in public places (Schools, Markets, etc.)
   - Post city events on YouTube live streaming.

3. *What about disadvantaged persons in the City of Inglewood – what would help get them engaged in the public decision-making process?*
   - Motivation. Neighbors can help by inviting disadvantaged neighbors to city and local community events.
   - Free transportation to city events for disadvantaged residents.
   - A daycare service or some form of service to watch children for disadvantaged neighbors.

4. *What areas of the City have pollution? What types of pollution does Inglewood have?*
   - There is trash near parks and contaminated water in some of the park lakes. It can smell bad sometimes.
   - Wildlife like cockroaches are more present in neighborhoods. Likely due to amount of construction occurring in Inglewood.
   - Air pollution from airplanes and airport.
   - Buses driving in the city and at LAX airport.
   - Noise pollution from airplanes and construction.

- *How could pollution be improved?*
   - The city can pick up trash around neighborhoods/communities.
   - Change the fixtures for the water to improve the water conditions.
   - Plant more trees to help with air quality.
   - Trash services should come to remove large trash (Couches, Sofas, etc.) two times a year.
   - Inform/fine residents to avoid littering in the city.

5. *What barriers to mobility exist in the City? When I say "mobility" I mean being able to move or travel around the City easily.*
    - It is better to walk in the city because traffic is so congested. Buses move slower than walking locally.

- *How could mobility be improved?*
    - More bike lanes.
    - Small buses for local city transportation.
    - Train/Subway stops.

6. *Is affordable and healthy food readily available in the City of Inglewood?*
    - No. People travel to cities outside of Inglewood like Culver City, Westchester and Manhattan Beach.

- *If not, how could this be improved?*
    - More markets. Not sure if Trader Joes and Whole Foods will come to Inglewood.
    - Excited about Aldi's recently opening
    - Community Gardens
    - Farmers Markets

7. *What are the major issues regarding safe and affordable housing in the City of Inglewood?*
    - Rent
    - Taxes

- *How can this be improved?*
    - Don't raise taxes.
    - Rent control.

8. *What public facilities are needed in underserved areas of the City?*
    - Hospitals.
    - Improved roads.
    - Movie theatres.
    - New housing/apartments.
    - More police stations

9. *Lastly, I'd like for you to rate the topics we just discussed based on what you think is the most important or most urgent topic in Inglewood.*
   - See ranking sheet results below.

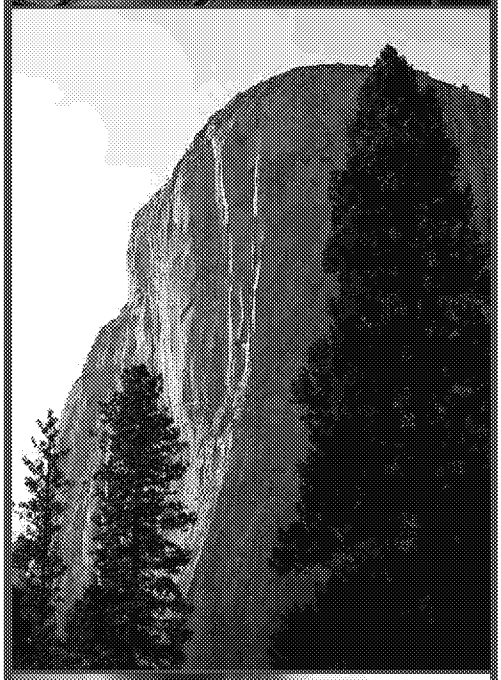
EJ Topic	1	2	3	4	5	6	7	8	9	10	11	12	13	TOTAL	AVG.
Safe and Affordable Housing	1	5	6	2	1	2	1	1	1	2	4	6	1	33	2.54
Public Facilities, City Improvements, Programs for Residents	2	4	4	1	2	1	4	1	4	4	1	3	2	33	2.54
Pollution/Environmental Issues	4	2	1	4	1	3	5	2	5	6	3	1	3	40	3.08
Mobility/Getting Around Town	3	3	3	5		6	3	2	3	3	6	2	6	45	3.46
Getting Disadvantaged People Engaged in Decision-Making Process	5	6	5	3	2	5	2	2	2	1	5	5	5	48	3.69
Access to Healthy and Affordable Food	6	1	2	6	2	4	6	1	6	5	2	4	4	49	3.77

10. *Using just one or two words, how would you describe your attitude about life in Inglewood?*
    - Insecure
    - Insecure
    - Insecure
    - Happy
    - Positive
    - Mad
    - Content
    - Good and Favorable
    - Very Happy
    - Positive
    - Happy
    - Happy
    - Happy

EXHIBIT 8

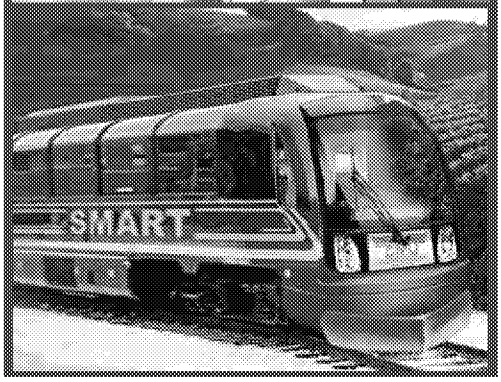
CAPCOA

CALIFORNIA
AIR
POLLUTION
CONTROL
OFFICERS
ASSOCIATION



Quantifying Greenhouse Gas Mitigation Measures

A Resource for Local Government to Assess Emission Reductions from Greenhouse Gas Mitigation Measures



August, 2010

Additionality

In order for a project or measure that reduces emissions to count as mitigation of impacts, the reductions have to be "additional." Greenhouse gas emission reductions that are otherwise required by law or regulation would appropriately be considered part of the existing baseline. Thus, any resulting emission reduction cannot be construed as appropriate (or additional) for purposes of mitigation under CEQA. For example, in the draft regulation for cap-and-trade, ARB specifies that in order to be eligible for offset credit, "emission reductions must be in addition to any greenhouse gas reduction, avoidance or sequestration otherwise required by law or regulation, or any greenhouse gas reduction, avoidance or sequestration that would otherwise occur."[6] What this means in practice is that if there is a rule that requires, for example, increased energy efficiency in a new building, the project proponent cannot count that increased efficiency as a mitigation or credit unless the project goes beyond what the rule requires; and in that case, only the efficiency that is in excess of what is required can be counted. It also means that if there is a rule that requires a boiler to be replaced with one that releases fewer smog-forming pollutants, and the new boiler is more efficient and also releases less CO_2, the reduced CO_2 can't be counted as mitigation or credit, because the reductions were going to happen anyway. But if the boiler were replaced with a solar-powered water heater, the difference in emissions between a typical new boiler and the solar water heater could be counted.

From a practical standpoint, any reductions that are *not* additional have to be either included in the baseline or subtracted from the project, whichever is more appropriate. In preparing this Report, CAPCOA made determinations about requirements to include in or exclude from the baseline. A more complete discussion of those determinations is included in Appendix B.

Verification

Verification is the process by which we demonstrate that the emission reductions we have quantified for a project actually occurred. While not important for purely voluntary projects, verification in some form is a necessary step in most other circumstances. Verification is an important component in establishing the value of reductions that are made. It allows others to have confidence in the quality of the reductions. If the reductions are being made to satisfy an obligation to mitigate impacts, the agency with jurisdiction should be consulted to determine what standard of verification is needed. In some cases, independent, third-party verification is required. Not all regulatory programs specify third-party verification, however. For example, the U.S. EPA's Mandatory Reporting Rule relies instead on routine compliance verification through a permit system.

[6] ARB: "Preliminary Draft Regulation for a California Cap-and-Trade Program," Section 95802 (a)(4), Dec., 2009; page 6.

EXHIBIT 9

NRDC

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.

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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.

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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

Re No. 2018021056

Dear Sir or Madam,

If I were a teacher, I would mark the AB987 application for the Inglewood Basketball and Entertainment Center as INCOMPLETE.

I was surprised to see how little information is included in the application. What will it look like? How large will it be? Is it 500,000 square feet or 2 million square feet? How tall is it? How many cars can park there? How much lighting will it create? How much greenhouse gas will it generate? How will the noise be handled? How do we know it will be environmentally friendly? The answer to all of these questions is: we don't know! Certainly no one from the community knows.

I am not an expert, but I can tell that the Clippers have provided an incomplete application. Not only that, the team refuses to speak with the community. They have not shared the information that we deserve to have. Please do not approve this application until the Clippers share a lot more information about their plans. We need time to study a complete application.

Thank you.

Dear sir or madam,

I am very disappointed by the Clippers' plan to build a new basketball arena, labeled on the Office of Planning and Research website as "2018021056 – Inglewood Basketball and Entertainment Center."

They are not providing any new long-term jobs. One of the basic things we were told in the law is that the project creates new high wage, highly skilled jobs that pay a living wage. These are intended to be permanent jobs that help support our families and healthy communities.

However, it is clear that the Clippers will not create "new" jobs for our community or really for anyone. They will just move jobs that already exist from the Staples Center to Inglewood. These are part-time jobs for ushers, concession workers, ticket takers, cleaning people and other roles These are low-paying jobs that do not meet the standard of being high wage or highly skilled. Mr. Ballmer earns more in one day than I can earn in a year selling popcorn at Mr. Ballmer's arena or carrying bags in his hotel or sweeping the floors in his buildings.

I believe this project has been sold to the public under a set of lies. There are no real jobs paying real wages to support families. Please turn down this application and say no the arena project.

Sincerely,

To whom it may concern,

Anyone who has spent serious time in Inglewood knows how the streets here get jammed with thousands of cars. Traffic when the Forum has a big concert is awful. Imagine what it will be when the Forum has a concert and the Rams and Chargers are playing. And the whole Hollywood Park project is built. And that is before the Clippers big project is built. It will be full stop traffic. I can only imagine what the impact will be of a new 18,000 seat sports arena and the thousands of new cars it will add to our community. To put it simply, it will be more than Inglewood can bear. For this reason, I ask you to reject application 2018021056 for the Inglewood Basketball and Entertainment Center.

The Clippers like to say that public transit will help reduce the impact of additional traffic, but the Clippers and city representatives admitted many times that the near train station is still far away. The idea of putting thousands of people on buses to get them to the arena is stupid, especially when you think about the Forum and the new NFL stadium and all the traffic it will create. Imagine trying to get on a bus from the rail lines a mile or more away when the streets are already jam packed. The city itself already admits that traffic is a mess.

And who is going to drive all that way to the train, get on the train to come to Inglewood, then get on a bus to get to the new arena? That is a fantasy. Downtown had hundreds of thousands of people working nearby and tens of thousands of apartments and condos. And all kinds of transit. Inglewood has none of that. There is no real transit plan. This is all pretend so a really rich man can get what he wants.

The details of the Clippers transportation program are missing and there is no way to make sure they will even do it. The team is creating a major problem for our community and doing very little to solve it. Please say no to this application and this project.

Thank you.

Sincerely,

Kenneth McKenzie

Hello,

I am opposed to the Clippers arena project, listed as No. 2018021056, and believe their request for streamlining should be denied. It doesn't seem to me that the Clippers are trying to mitigate the impacts that a massive project will have on the city of Inglewood and on our neighborhood.

The application makes some promises for reducing local emissions, but only the bare minimum. This means much less in the way of economic, employment and health benefits for Inglewood.

The Clippers could have made a real commitment to our community. They chose not to. You can now make it happen. Make them go back and start over. Make them work with the community, then come back with a real application.

Please deny their application until the Clippers offer something better to for our community.

Thank you.

Good day,

I am submitting this comment as a concerned member of the public. I oppose the "Inglewood Basketball and Entertainment Center" (#2018021056) and think the application should be denied by the Governor's Office of Planning and Research.

It does not seem to me that the Clippers are prioritizing the needs of Inglewood in their application. They are trying to get away with reducing greenhouse gas emissions outside of Inglewood instead of reducing them in the community of Inglewood and in our neighborhood. They are doing the absolute least they can, which offends me since this project will have a very damaging impact on our environment in terms of air quality as well as noise, traffic and more. Can you please think about all the cars spewing emissions in our community? What are the real impacts to our children and our older people?

I do not think the Clippers should be rewarded for taking the cheap way out. The Governor needs to demand the Clippers do more to reduce greenhouse gas emissions here in the community before their application for streamlining is approved. And how about involving us. Everyone promises to involve the community but we are the last to be involved. No one has talked to us. We have no idea what this project is. No idea how big it is. No idea how many cars are coming. It is wrong for the Clippers to put in an application to get it done faster when they have ignored the community.

Thank you.

Kathryn Bey
A South Chamber of Commerce
Jan 26th 2019

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June 9, 2020

VIA EMAIL fljackson@cityofinglewood.org; mwilcox@cityofinglewood.org

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

Re: Further Objections to General Plan Amendments and Notices of Exemption for, and of General Plan Amendment GPA-2020-01 and GPA-2020-02; CEQA Case Nos. EA-CE-2020-036 and EA-CE-2020-037

Dear Mr. Jackson and Ms. Wilcox:

Please include this letter in the administrative record for **both** the above-referenced matters **and** the Inglewood Basketball and Entertainment Center (IBEC) SCH No. 2018021056. This letter applies to both June 9, 2020 City Council hearing Agenda Items PH-1 and PH-2.

I. INTRODUCTION.

This firm and the undersigned represent Kenneth and Dawn Baines, owners of the property located at 10212 S. Prairie Ave., Inglewood. Please keep this office on the list of interested persons to receive timely notice of all hearings and determinations related to the City's proposed adoption of the General Plan Amendments for the Land Use Element and adoption of the Environmental Justice (EJ) Element ("Project(s)") and their Categorical Exemptions.

Please also provide us timely notice of any filing of the Notice of Exemption or Notice of Determination under Pub. Res. Code § 21167(f) for both the amendment of the Land Use Element and the adoption of the Environmental Justice Element.

This is a further follow up to our April 13, 2020 and May 26, 2020 objection letters about the Projects. (**Exh. 1** [May 26, 2020 Objections to GP Amendments, which includes April 13, 2020 Objection as an Exhibit].)

II. THE CITY'S PROPOSED AMENDMENTS/ADOPTION OF LAND USE AND ENVIRONMENTAL JUSTICE ELEMENTS VIOLATE CEQA'S MANDATE FOR AN ACCURATE, STABLE, AND FINITE PROJECT DESCRIPTION.

CEQA's standard for a project description is well-settled:

> "'An accurate project description is necessary for an intelligent evaluation of the potential environmental effects of a proposed activity.' (Cit. omit.) A **narrow view** of a project could result in the fallacy of division, that is, overlooking its cumulative impact by separately focusing on isolated parts of the whole. (Id., at p. 1144, 249 Cal.Rptr. 439.) An **accurate**, **stable** and **finite** project description is the sine qua non of an informative and legally sufficient EIR; the defined project and not some different project must be the EIR's **bona fide** subject. (Cit. omit.) 'CEQA compels an **interactive** process of assessment of environmental impacts and **responsive** project modification which must be **genuine**. It must be **open** to the public, premised upon a **full** and **meaningful disclosure** of the scope, purposes, and effect of a consistently described project, with **flexibility** to respond to unforeseen insights that emerge from the process.' (Cit. omit.)" Burbank-Glendale-Pasadena Airport Authority v. Hensler (1991) 233 Cal.App.3d 577, 592. (Emph. added.)

The Court's statement pertaining to the EIR's need for an "accurate, stable and finite" and "bona fide" project description applies to all projects under CEQA. The City's project descriptions in both Land Use and Environmental Justice Element amendments/adoption do not pass muster under these standards.

A. Land Use Element Amendment.

The Land Use Element project description is flawed, including because of: (1) piecemealing from the IBEC Project; and (2) vague or incomplete Project description.

It is settled that "the selection of a narrow project as the launching pad for a vastly wider proposal frustrate[s] CEQA's public information aims . . . [The] calculated selection of its truncated project concept [is] not an abstract violation of CEQA." County of Inyo v. City of Los Angeles (1977) 71 Cal.App.3d 185, 199–200; Pub. Res. Code § 21168.5. The City here has used a *narrow* project description – Land Use Element amendment or even worse "clarification" – to avoid disclosure of the accurate project description of the planned amendments. Only in conjunction with the IBEC Project can *some* of the proposed density and building intensity changes be fully comprehended and evaluated.

For example, the IBEC DEIR discloses only cursory information about the hotel planned on the IBEC site: "An up to 150-room limited service hotel and associated parking would be developed east of the Parking and Transportation Hub Structure." IBEC DEIR, p. S-6. (**Exh. 2** [IBEC DEIR].) Later, on May 7, 2020 – through the IBEC Project Applicant's proposed Overlay Zone proposals included in the IBEC administrative record and unannounced to the unwitting public – it became clear that the hotel will have at least two types of rooms:

> "(C) Hotel. Two (2) parking spaces, plus one (1) parking space for each bedroom or other room that can be used for sleeping purposes up to ninety (90) rooms, plus one (1) parking space for each additional **two (2) bedrooms** or **other rooms** that **can be used for sleeping purposes** in excess of ninety (90) rooms." (**Exh. 3**, pdf p. 9 [SE Overlay Zone Proposals, May 7, 2020], emph. added.)

Thus, the proposed Land Use Element density clarifications allowing the highest density of up to 85 units per acre for mixed-use residential projects will enable the IBEC Project to build a hotel of up to 150 rooms accommodating much more population than before and still be in alleged substantial conformance with the General Plan's *new* Land Use Element density.

Also, the IBEC Project Overlay Zone proposal – if adopted – indicates that any lot line adjustments of the adjoining parcels to the current IBEC Project will be allowed and will require only a ministerial approval. Put differently, if the vaguely described hotel site in the IBEC DEIR needs a lot line adjustment and expands into the adjoining parcels, then such expansion will automatically be covered by the new intensity/density in the Land Use Element. (**Exh. 3**, pdf p. 14 [SE Overlay Zone].)

Another example of inadequate project description in the Land Use Element Amendments is the *vague* building intensity of the industrial and commercial zones. In particular, the proposed 1380% building intensity for industrial obtains practical significance and clarification only in conjunction with the IBEC Project. Thus, as disclosed by the IBEC Project Applicant's own draft of the Overlay Zone on the site, the IBEC arena will have no setbacks:

> "Section 12-38.95.2 Front Yard, Side Yard, and Rear Yard Setbacks
>
> (A) Sports and Entertainment Complex. No front yard, side yard, or rear yard shall be required, except as provided in the SEC Design Guidelines.
>
> (B) Hotel. Front yard, side yards, and rear yards shall conform to the requirements of Section 12-16.1 of this Chapter." (**Exh. 3** pdf p. 8 [SE Overlay Zone].)

The "Sports and Entertainment Complex" is what includes all IBEC Project components (e.g., retail, medical office, arena), other than the hotel site. Thus, the elimination of setbacks in the IBEC Project sheds light onto the otherwise vague building intensity percentages in the proposed Land Use Element amendments.

The IBEC Project proposes a Land Use Element map and text amendment to *add* the IBEC Project and its proposed uses in the specified location and *strikes* from the General Plan everything that may hinder the Project, such as the collector street, 102nd Street, from the Circulation Element. (**Exh. 4** [IBEC Project's Applicant Murphy's Bowl's Proposed General Plan Amendments in IBEC Project].) Also, the IBEC's proposed land use amendments indicate that there are *other unidentified* uses, such as "complementary transportation and circulation facilities," "in addition to" parking serving the arena and related uses for approximately 4,125 vehicles. (Id. at pdf p. 3.)

Thus, the Land Use Element amendments – because of piecemealing from the actual projects pending before the City and particularly the IBEC Project, as well as their inaccurate and vague description – provide a narrow and curtailed project description in violation of CEQA. The inadequate description further deprives the public and the decisionmakers of the ability to properly comprehend and evaluate the full scope and the "environmental price tag" of the proposed Land Use Amendments, and subverts CEQA's environmental protection mandates. Natural Resources Defense Council, Inc. v. City of Los Angeles (2002) 103 Cal.App.4th 268, 271.

The City also violates CEQA's accurate project description mandate by labeling the Land Use Amendments as "clarifications." "Where the agency provides an inconsistent description portraying the Project as having "no increase" while at the same time allowing for substantial changes in the existing conditions, [it] fails to adequately apprise all interested parties of the true scope and magnitude of the project, amounting to prejudicial abuse of discretion for failure to provide a stable and consistent project description." San Joaquin Raptor Rescue Center v. County of Merced (2007) 149 Cal.App.4th 645, 657. "By giving such conflicting signals to decisionmakers and the public about the nature and scope of the activity being proposed, the Project description [is] fundamentally inadequate and misleading." Id. at 655-657. A conflicting project description results in understated impact analysis. Id. at 672.

The City's project description is misleading and inaccurate, and violates CEQA.

B. Inadequate Project Description of the Environmental Justice Element.

"Where the agency uses an erroneous or entirely speculative project description as justification for its approval of the Project, but never intended to actually proceed with that project, such a situation would constitute much more insidious conduct than a failure to comply with CEQA. CEQA contemplates serious and not superficial or pro forma consideration of the potential environmental consequences of a project." Burbank-Glendale-Pasadena Airport Authority v. Hensler (1991) 233 Cal.App.3d 577, 593 (internal quotes marks om.). Such is the situation with the Environmental Justice (EJ) Element's project description, rendering it inadequate.

While the Project description claims to ensure environmental justice to Inglewood's disadvantaged community, the proposed measures – which solely require compliance with the *existing* state mandates in place or further bless transit-oriented development and completely ignore public concerns about the bus, street, or bicycling safety and lack of parking, as well as air pollution, traffic, and rent increases due to bigger projects, such as the stadiums – mislead the public about the proposed "safeguards." The proposed EJ Element fails to safeguard against health impacts or promote public participation.

The City's drafted EJ Element constitutes not only a CEQA violation for its inaccurate project description, but "more insidious conduct" for its misleading and empty assurances to the disadvantaged population.

III. THE CITY'S RESPONSES TO OUR OBJECTIONS ARE UNAVAILING AND LACK GOOD FAITH.

General Plan amendments under both CEQA and state planning and zoning laws require meaningful public participation, which includes meaningful good faith responses to public comments. The State of California requires citizen participation in the preparation of the General Plan. Gov't Code § 65351 provides: "During the preparation or amendment of the general plan, the planning agency shall provide opportunities for the involvement of citizens, public agencies, public utility companies, and civic, education, and other community groups, through public hearings and any other means the city or county deems appropriate." (Emphasis added.)

CEQA requires "good faith reasoned" responses as well. "The requirement of a detailed statement helps insure the integrity of the process of decision by precluding stubborn problems or serious criticism from being swept under the rug." Sutter Sensible Planning, Inc. v. Board of Supervisors (1981) 122 Cal.App.3d 813, 820-821.

The City's responses to our May 26, 2020 comment letter did not evince good faith, as detailed below.

A. Neither the Land Use Element Amendment nor the EJ Element Adoption Qualifies for a Common Sense Exemption.

The City's arguments in support of its categorical exemptions and particularly including the common sense exemption are unsupported, especially given that the City is rewriting – and increasing – the density and intensity of all City zones to accommodate first and foremost the IBEC project pending before the City, and similar large scale projects[1]. First, substantial evidence is not argument or speculation, but facts or a reasonable inference supported by facts. Guidelines § 15064(f)(5).

Second, the City's reliance on Davidon in the June 9, 2020 Staff report for the EJ Element Adoption for the proper judicial review standard applied for categorical exemptions and the common sense exemptions is misplaced. Davidon distinguishes the

[1] The City does not respond to our objection of IBEC Project piecemealing – in both Land Use and EJ Element Amendment cases – short of claiming that the General Plan amendments are not a "consequence" of the IBEC Project. Apart from the City's misperception of the applicable terms, the City ignores our basic claim that both the Land Use and EJ Element were or should have been part of the IBEC Project to legally enable the Project, and not its reasonably foreseeable consequence.

common sense exemption from other categorical exemptions and attaches no *implied finding* of substantial evidence of no significant impacts:

> "In the case of the common sense exemption, however, the agency's exemption determination is not supported by an implied finding by the Resources Agency that the project will not have a significant environmental impact. Without the benefit of such an implied finding, the agency must itself provide the support for its decision before the burden shifts to the challenger. Imposing the burden on members of the public in the first instance to prove a possibility for substantial adverse environmental impact would frustrate CEQA's fundamental purpose of ensuring that government officials "make decisions with environmental consequences in mind." (Bozung v. Local Agency Formation Com. (1975) 13 Cal.3d 263, 283, 118 Cal.Rptr. 249, 529 P.2d 1017.)" Davidon Homes v. City of San Jose (1997) 54 Cal.App.4th 106, 116.

Finally, the City's arguments for the common sense exemption for both Land Use and EJ Elements – which is essentially a first-tier issue of whether the activity is a project under CEQA – is inaccurate in view of well-settled case law:

> "First and foremost, we point out that we are not dealing with an abstract problem. Again, this case does not involve – as the tone of some of defendants' arguments suggest – the question whether any LAFCO approval of any annexation to any city may have a significant effect on the environment. This is not the case of a rancher who feels that his cattle would chew their cuds more contentedly in an incorporated pasture. No one makes any bones about the fact that the impetus for the Bell Ranch annexation is Kaiser's desire to subdivide 677 acres of agricultural land, a project apparently destined to go nowhere in the near future as long as the ranch remains under county jurisdiction. The city's and Kaiser's application to LAFCO shows that this agricultural land is proposed to be used for "residential, commercial and recreational" purposes. Planning was completed, preliminary conferences with city agencies had progressed "sufficiently" and development in the near future was anticipated. In answer to the question whether the proposed annexation would result in urban growth, the city answered: "Urban

> growth will take place in designated areas and only within the annexation."
>
> It therefore seems idle to argue that the particular project here involved may not culminate in physical change to the environment." Bozung v. Local Agency Formation Com. (1975) 13 Cal.3d 263, 281.

And again:

> "Moreover, there is no evidence regarding the possible cumulative effect of repetitive tests of this nature in the same area. Finally, it cannot be assumed that activities intended to protect or preserve the environment are immune from environmental review. (See, e.g., Dunn–Edwards Corp. v. Bay Area Air Quality Management Dist. (1992) 9 Cal.App.4th 644, 11 Cal.Rptr.2d 850; Building Code Action v. Energy Resources Conservation & Dev. Com. (1980) 102 Cal.App.3d 577, 162 Cal.Rptr. 734.)" Davidon Homes v. City of San Jose (1997) 54 Cal.App.4th 106, 118–119.

The City's arguments that general plan amendments (both EJ and Land Use Elements) are not a specific physical project or that those are aimed at eliminating environmental impacts (as in case of EJ Element) ignore long-standing legal authority.

B. Land Use Element Amendments.

The City does not address our May 26, 2020 letter objections and evidence in its staff report prepared for the June 9, 2020 Council Hearing and does not even acknowledge receipt of such or include it in its staff report. (Staff Report, p. 5.) We reiterate our request that our May 26, 2020 Objection letter be included in the administrative record and files of each General Plan case, including the one for the Land Use Element.

At the same time, the City did improperly *alter* its previously issued Notice of Exemption and *added* another exemption,[2] which we have noted in our May 26, 2020

[2] The City's alteration of the Notice of Exemption and yet leaving the notice issue date as April 1, 2020 may qualify as a criminal violation under Govt. Code §§ 6200-6203. We note that the City has been previously challenged for altering its records.

Objection letter as being added in the May 26, 2020 staff report but not reflected on the Notice of Exemption on April 1, 2020. The City revised the entire Notice, added the new Guidelines exemption section and purported explanation, signed the Notice *again* and yet back dated the Notice of Exemption leaving it with the initial April 1, 2020 issue date, without noting the change to the public. (**Exh. 6** [initial Exemption Notice and the subsequent altered in the staff report for June 9, 2020[3]].)

The City appears to present the Land Use Element amendments as a duty it has under Govt. Code § 65302(a), which states: "The land use element shall include a statement of the standards of population density and building intensity recommended for the various districts and other territory covered by the plan." Yet the City's invocation of the statute does not address either our prior objection that the City fails to identify the "baseline" to allow the commencement of any environmental impact analysis or the derivative problem of the City's failure to mitigate any impacts. For example, the statute does not require the City to identify *the* population density, but rather the "standards" of population density.

Historically, the population *standards* have been expressed through dwelling units per acre for residential zones, and floor area ratio for commercial and industrial sites; the multiplier for population density does not need to be uniformly applied since low density units may have more occupants, whereas newly built units in high-density zoned locations might not accommodate more than two people in one unit. (E.g., **Exh. 7**, pp. L-1 and L-3-4 [excerpt from Land Use Element of the Town of Gatos].) Thus, the City's response that it merely attempts to comply with the law and provide "clarifications" does not address our concerns about the misuse or misapplication of a high multiplier, where there are lower multipliers available (e.g., SCAG multiplier of 2.7). The City's response does not explain why the high multiplier is used throughout Inglewood – regardless of the disproportionate distribution of population per units in various residential zones.

(**Exh. 5** [article re City's editing of videos.])

[3] The City's agenda with the hyperlinked staff reports was published on the City's website at 8:28 p.m. on Friday, June 5, 2020. (**Exh. 8** [agenda posted time].) The City's continuous posting of the City Council hearing agenda after 8 p.m. for a meeting where the comments need to be submitted to the City Council at 12 p.m. on Tuesdays, adversely affects the public's ability to be apprised of the agenda items and to prepare a meaningful written response.

The City does not address why it chose to express building intensity in percentages rather than in floor area ratios and height restrictions. For example, the City did not address the issue of why it designates 1380% intensity to industrial zoning – which *coincidentally* enables the IBEC Project now pending review before the City – without explaining any setback or height restrictions, or land occupancy, for the public to understand how such percentage of building intensity is calculated and what it means in reality.

C. Adoption of the Environmental Justice (EJ) Element And Its Exemptions.

The City's responses to our objections to the proposed EJ Element Adoption are also unavailing.

The City's response to our claim that the EJ Element provides no enforceable policies is that the General Plan merely provides recommendations and not mandatory policies. This position is counter to the long-standing principle that a general plan is a "constitution" for future development to which all other land use decisions must conform. See Citizens of Goleta Valley v. Board of Supervisors (1990) 52 Cal3d 553, 570. Moreover, it ignores the fact that state law provides special significance to the general plan elements by designating those "mandatory." Third, as stated by the Office of Planning and Research – given the authority by the Legislature to issue general plan guidelines – a General Plan may not be a "wish list" or a vague view of the future but rather must provide a concrete direction. Office of Planning and Research, State of California General Plan Guidelines (1990), p. 5. See also Families Unafraid to Uphold Rural El Dorado County v. El Dorado County Bd. of Supervisors (1998) 62 Cal. App. 4th 1332, 1341 (a land use decision (zoning ordinance) must be deemed inconsistent with a general plan if it conflicts with a single, mandatory general plan policy or goal); Govt. Code §§ 65561(c) & 65562.

The City does not address or reject our claim that the EJ Element, as drafted, relaxes the standards and will enable the IBEC Project. As such, the City's arguments about the common sense exemption's alleged applicability are not supportable. See also Sec. III(A), supra.

Similar to the Land Use Element's later-added exemption in the staff report, which we raised in our May 26, 2020 Objection Letter, the City's June 9, 2020 staff report includes an *additional* exemption, which is not listed on the City's Notice of Exemption

even in the June 9, 2020 agenda package.[4] Without waiving any objection to the City's continuous efforts to end-run CEQA or deprive the public of the opportunity to be fairly apprised and challenge the City's CEQA claims, we note that the City's late-inserted CEQA exemption for the EJ Element adoption is inapposite. The City invokes the *new exemption* "under the Class 8 (Section 15308) exemption for actions Mayor and Council Members Public Hearing for GP A-2020-00I (EJ Element) taken by **regulatory agencies** to assure the maintenance, restoration, enhancement, or protection of the environment." (June 9, 2020 Council Hearing Staff Report, pp. 7-8, emph. added). The exemption is inapplicable since the City is not a regulatory agency, which is described in CEQA Guidelines § 15307. Moreover, based on Guidelines § 15308, "construction activities and relaxation of standards allowing environmental degradation are not included in this exemption." The City's EJ element, as explained in our prior letters, is tied to and will enable major construction activities, and it weakens the standards of environmental justice by providing illusory or misleading policies.

To address our claims of insufficient notice to the public because of not providing the hyperlink to the EJ element draft in the Notice or in the Agenda Package itself, the City justifies that the EJ element draft has been online since April 1, 2020.

The City's cavalier, let-them-use-internet attitude ignores the very real fact, widely known to the general public, that many Inglewood disadvantaged communities may not have computers or, if they do, may be unable to afford internet access. The libraries where they might usually access the internet are closed, making access to both a hard copy of the Draft EJ Element and the online version of it unavailable. The City's assertion also ignores our key claim that the public was provided no *hyperlink* to the draft EJ element and was thus required to search for the EJ Element itself on the City's not user-friendly website. Unaffordability of access to the internet is particularly and painfully true now, when rampant unemployment is making many people choose between food and rent payments. Assuming that all people can afford both a laptop and internet access is arrogant and discriminatory, and impairs or denies the ability to meaningfully

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[4] To the extent the *new* exemptions to both the Land Use and EJ Element approvals were added *after* the Planning Commission heard both cases and made its recommendations on both the respective approvals and their supporting CEQA exemptions, pursuant to the Inglewood Municipal Code, the added exemptions constitute modifications and the City Council may not act on the Planning Commission's prior recommendations, without first sending the cases back to the Planning Commission to consider the added new CEQA exemptions in both cases and issue a new recommendation for any approvals.

participate in the City's decision-making about the projects, and especially the EJ Element for the General Plan.

This conduct on the City's part does not comport with both long-standing and recent legislation defining environmental justice. Assembly Bill 1628 was signed into law by Governor Newsom on September 27, 2019, and took effect this year. The bill's Section 1, subd. (b), provides:

> "It is therefore the intent of the Legislature to ensure that the populations and communities disproportionately impacted by pollution *have equitable access to, and can meaningfully contribute to, environmental and land use decisionmaking*, and can enjoy the equitable distribution of environmental benefits." (Emphasis added.)

Arguing that it provided meaningful participation to the public in the course of the EJ Element drafting, the City actually refutes its own claims by stating:

> "The comment states that the EJ Element ignores numerous concerns raised by the public, including danger to cyclists, constrained parking, unsafe buses, and the need for additional police. EJ Element, Appendix A includes the topics of discussion from each focus group and comments made by participants. There is no legal requirement that the City respond to each comment or concern raised during the EJ focus groups. Adoption of the EJ Element is a legislative decision." (June 9, 2020, Staff Report, p. 13.)

The City denied meaningful participation to the public and ignored public concerns about the lack of parking, rising rents, bus safety, bicycling safety, and instead matched the EJ Element to the lucrative transit-oriented development opportunities favored by major stakeholder developers, including the IBEC. By doing so, the City also ignores the fact that those transit-oriented development policies – i.e., higher density, reduced parking, and reliance on transit – have been recently documented as being one of the main reasons of spreading COVID-19 especially among disadvantaged communities.

The City's EJ Element continues to fail in its mandatory purpose of protecting the health and meaningful participation of disadvantaged communities in Inglewood, and relaxes the EJ standards to allow for more pollution. It does not qualify for any exemption, including the common sense exemption or the newly added regulatory agency exemption.

IV. CONCLUSION.

We request that the City Council reject the proposed Land Use Element amendments and Environmental Justice Element as being illegally piecemealed from the IBEC project, and also require staff to provide an accurate Land Use Element description, as well as rewrite the EJ Element to provide genuine safeguards for the Inglewood's disadvantaged population against air pollution and for responsive public involvement and participation in all land use decisions. This request is *in addition to* the requests in our prior letters[5].

Very truly yours,

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

RPS:vl
Encls.

[5] We also incorporate all other public comments, objecting to the General Plan Amendments, including but not limited to the comments attached hereto. (**Exh. 9** [Articles re Inglewood's General Plan Amendments.])

The Silverstein Law Firm, APC
June 9, 2020
Further Objections to General Plan Amendments and Notices of Exemption for, and of General Plan Amendment GPA-2020-01 and GPA-2020-02;
CEQA Case Nos. EA-CE-2020-036 and EA-CE-2020-037

EXHIBIT 1

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May 26, 2020

VIA EMAIL fljackson@cityofinglewood.org; mwilcox@cityofinglewood.org

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

Re: Objections to General Plan Amendments and Notices of Exemption for, and of General Plan Amendment GPA-2020-01 and GPA-2020-02; CEQA Case Nos. EA-CE-2020-036 and EA-CE-2020-037

Dear Mr. Jackson and Ms. Wilcox:

Please include this letter in the administrative record for **both** the above-referenced matters **and** the Inglewood Basketball and Entertainment Center (IBEC) SCH No. 2018021056.

I. INTRODUCTION.

This firm and the undersigned represent Kenneth and Dawn Baines, owners of the property located at 10212 S. Prairie Ave., Inglewood. Please keep this office on the list of interested persons to receive timely notice of all hearings and determinations related to the City's proposed adoption of the General Plan Amendments for the Land Use Element and adoption of the Environmental Justice (EJ) Element ("Project(s)") and their Categorical Exemptions.

This is a further follow up to our April 13, 2020 objection letter about the Projects. (**Exh. 1** [April 13, 2020 Objections to GP Amendments].)

Please provide a current time line of all scheduled and anticipated events, including hearings or approvals of any type, related to the Projects.

II. PIECEMEALING AND PIECEMEAL APPROVAL OF THE GENERAL PLAN AMENDMENT OF THE LAND USE ELEMENT VIOLATES CEQA AND STATE PLANNING AND ZONING LAWS.

The Land Use Element amendment is proposed both as: (A) an *approval action* for the IBEC Project at Section 2.6 (DEIR, p. 2-88 [**Exh. 2**])[1, 2], and (B) an alleged stand-alone action outside of the IBEC Project, presented on April 1, 2020 –after the close of the IBEC DEIR's public comment period of March 24, 2020. The IBEC DEIR does not provide any detail as to land use amendments, including the density or setbacks in proposed zone changes. (DEIR, p. 2-88 [**Exh. 2**].)[3] The stand-alone Land Use amendment supplies those details.

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[1] For the IBEC DEIR, see https://saoprceqap001.blob.core.windows.net/60191-3/attachment/a-wQrPYfgqX6rH7PlozmRPEvEaRCdDy9wtEOIK6Lkzx9y2kM5Y76yA2pvL0h1Nhm4o1xu79V9PavU-kk0 (**Exh. 2**[IBEC DEIR, Section 2.6].)

[2] We specifically request that all the hyperlinks in this letter be downloaded and printed out, submitted to the agency, and be included in the City's control file and administrative record for the Project and for the IBEC Project.

[3] **Long after** the release of the DEIR on December 27, 2019 and the close of the public review period on March 24, 2020, the Project Applicant presented its own draft of the proposed amendments to the land use, circulation, and safety elements on May 4, 2020 (also the date of close of escrow between Murphy's Bowl and MSG Forum). See details at http://ibecproject.com/IBECEIR_031888.pdf . (**Exh. 3** [May 4, 2020 Draft of GP Amendments].) Not surprisingly, the IBEC Applicant *repeatedly inserted* the respective language for a new land use of the sports complex into the industrial zoning-allowed uses, goals, and policies in the Land Use Element. The Applicant also *removed* the designation of 102nd Street as a "collector street" (i.e., requiring a specific width and not subject to closure) from the Circulation Element, to allow its vacation. Both changes demonstrate that the Project is **inconsistent with** the existing General Plan and Land Use & Circulation Elements, contrary to the DEIR's finding of consistency. And both changes are illegal since it is the Project that must be consistent with the General Plan, not the opposite. Finally, the after-the-fact presentation of the General Plan amendments rather than incorporating those in the IBEC DEIR makes the IBEC DEIR fatally flawed, including because these omissions impaired informed meaningful public comment and informed public participation.

The review of both actions shows that they are **interrelated** and **complementary** parts of a single **coordinated endeavor** to achieve **increased density and intensity** to further, first and foremost, the **IBEC Project** currently proposed for City approval. [4]

A. Residential Density Increases.

At the outset, we object to the City's *labeling* of the proposed amendments as "clarifications," which misinforms and downplays the scope and impact of the amendments.

The Land Use Element amendments *add* a number of people for each dwelling unit and, for that purpose, use the California Department of Finance's 3.02 multiplier. The 3.02 multiplier is not supported by substantial evidence, since the majority of new projects are comprised of primarily single and one-bedroom units for a maximum two occupants. Moreover, the City could choose lower multipliers, such as the 2.7 multiplier from SCAG.[5] The City's choice of a bigger multiplier leads to a higher *allowable* density, which, in turn, will lead to more impacts (e.g., traffic increase, GHG increase, utility usage, need for public services, and open space).

Specifically, the density of the major mixed-use projects in the amendments furthers the IBEC Project's proposed hotel, for which the IBEC DEIR did not provide any detail beyond the approximate number of "up to 150 rooms." The new standard will allow the Project to enlarge and modify the IBEC DEIR's vague, and legally non-compliant project description.

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[4] The City's agenda for the Public Hearing on May 6, 2020, included three items, two of which are the General Plan amendments described here, and the third is listed as related to parking districts to accommodate major event patrons. Although the issue has been pulled out from the PC agenda, it was agendized for the City Council agenda of May 5, 2020. The staff report for the May 5, 2020 agenda on the issue shows the parking districts are associated with the IBEC project.

[5] Other jurisdictions have been using SCAG's more conservative 2.7 multiplier (e.g., City of Glendale, South Glendale Community Plan, see https://www.glendaleca.gov/home/showdocument?id=42160).

B. Building Intensity Increases: Industrial Zone.

The Land Use Element amendments also propose "building intensity" increases, which specifically intensifies the industrial land use designation.

Based on the table in the Resolution, the **industrial** use is provided at **1380% building intensity**. Notably, the IBEC Project proposes to redesignate commercial lots into industrial. (DEIR, p. 2-88.) The stand-alone amendment will qualify the IBEC lots for the maximum 1380% building intensity. Apart from the Resolution, the staff report mentions that those intensity parameters are related to the setbacks and landscaping. The IBEC Project has been criticized for its inadequate setbacks and landscaping. The proposed amendments will further the IBEC Project by purportedly making it consistent with the General Plan, again implicating clear piecemealing violations in and from the IBEC DEIR.

We further object to the City's failure to explain in the proposed stand-alone Land Use Element amendment *what* the proposed percentage intensities *practically* mean, to allow informed decisionmaking and comment.

C. Building Intensity: Medical Office Uses.

The proposed amendments include a separate intensity for hospital-medical/residential land use designation set at 390%. This is applicable to the 25,000 sq. ft. "Sports Medicine Clinic," included in the project. (DEIR, p. S-4). We similarly object to the City's failure to explain the practical meaning of the proposed intensities, and to the obvious piecemealing violations in and from the IBEC DEIR.

D. Lack of Baseline Disclosure to Enable Meaningful Informed Public Comment.

Neither the IBEC DEIR nor the recently published Resolution for General Plan Land Use Element density/intensity provides the *existing* density/intensity, therefore depriving the public – and decisionmakers – from setting the baseline conditions and consequently assessing the scope of the increases in density/intensity. CEQA requires setting the correct baseline for any project in order to begin/enable any environmental review.

E. The Invoked CEQA Exemptions Are Improper.

The City's invoked two CEQA exemptions under Guidelines §§ 15061(b)(3) and 15060(c)(2) are improper as both require a finding that the project *may not* have an environmental impact. Such finding cannot be made in this case. As shown above and with the example of the IBEC Project, the proposed amendments have the *potential* to impact the environment directly or indirectly. Moreover, in the staff report only, the City appears to invoke an exemption under CEQA Guidelines § 15305 for "minor alterations" related to less than 20% slope. The exemption is inapplicable since it applies to "minor" alterations and it is for specific physical development projects.

To comply with CEQA, the IBEC DEIR must be recirculated to include the proposed General Plan amendments, and provide opportunities for public review and comment. The proposed General Plan amendments of the Land Use Element – whether together with the IBEC Project or separate from it – cannot proceed without CEQA review and should incorporate all the missing information about the scope of practical changes, their impacts, and the baseline assumptions, as indicated above.

III. PIECEMEALING OF THE GENERAL PLAN AMENDMENT: CIRCULATION ELEMENT.

The City's Land Use Element amendment was improperly adopted because of the lack of corresponding amendments to the Circulation Element of the General Plan, as mandated by the correlation requirement under Govt. Code § 65302. The City may not allow more people per unit and more intensity per commercial/industrial/medical structure, yet piecemeal the issue of related traffic/pedestrian circulation and adopt those separately.

The IBEC Project includes amendments to the Circulation Element, but those are purportedly narrow and limited to "Updating Circulation Element maps and text to reflect vacation of portions of West 101st Street and West 102nd Street and to show the location of the Proposed Project." (DEIR, p. 2-88; pdf p. 228.)

The limited General Plan amendments of the Circulation element disclosed in the IBEC DEIR violate CEQA's mandate of good faith disclosure. Also, the IBEC DEIR's limited Circulation element amendment and the lack of the Circulation Element Amendment to support the actual land use changes of the IBEC Project and the Density/Intensity of the General Plan Land Use Element amendments violate the correlation requirement under Govt. Code § 65302.

IV. PIECEMEALING OF THE GENERAL PLAN AMENDMENT AND PIECEMEAL ADOPTION OF THE ENVIRONMENTAL JUSTICE ELEMENT, LACK OF PROPER NOTICE, NON-CONCURRENT ADOPTION, MISLEADING INFORMATION, AND IMPROPER USE OF EXEMPTIONS.

A. The IBEC DEIR Failed to Disclose EJ Element Adoption.

The IBEC DEIR downplayed EJ (DEIR, p. 3.12-16; pdf p. 1010 **[Exh. 4]**). It did not disclose the need for adoption of the EJ Element despite Section 2.6 (Approval Actions) amendments to three elements of the General Plan, *necessitating* an EJ Element *concurrent* adoption under Govt. Code § 65302(h)(2). We raised objections to the City's EJ piecemealing on April 13, 2020, which we incorporate by reference herein.

B. Lack of Proper Notice.

We object to the City's inadequate notice of the adoption of the EJ Element, especially in these COVID-19 critical times. The City published a Notice of Exemption on April 1, 2020, included it in two Planning Commission agendas, and yet produced the *link* to the actual text of the Draft EJ element only in the agenda packet for its May 6, 2020 hearing.[6] The City provided limited time and possibility for the public to find out about the text of the EJ Element and to review it prior to any amendments.

That workshops were conducted with the public on the EJ Element is irrelevant. During the workshops, the public was merely surveyed about concerns and had no chance to see the actual amendments and thus to participate "*during* the preparation" of the amendments. Gov't Code § 65351.

C. Misleading Information in the EJ Element and its Prior Outreach.

The City's EJ Element, as well as the workshops leading to it, have strayed from the EJ Element principles to ensure the *health* of the disadvantaged communities, as contemplated and mandated by the State Planning and Zoning Laws. The EJ workshops were reportedly focused on affordable housing. (**Exh. 6** [Article re EJ Workshop].)

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[6] Based on our office's continuous searches for the agenda packet for the May 6, 2020 hearing, it was not posted on the City's website until April 30, 2020 at **8:05 pm**. (**Exh. 5** p. 10 [City Agendas page printout on May 1, 2020].)

The City's EJ Element acknowledges that the majority of Inglewood's population constitutes a disadvantaged community; yet, it focuses on *additional funding* Inglewood is eligible for, instead of proposing practical development policies to avoid air pollution and to protect the health of the population. (**Exh. 7** p. 5 [EJ Element].)[7]

Moreover, the City's EJ Element does nothing more than propose what is **already guaranteed**; e.g., "no net loss of affordable housing" (EJ Element, p. 23) is guaranteed under AB 2222 in 2014,[8] "compliance with state and federal environmental regulations in project approvals" (EJ Element, p. 16).[9] Other policies in the provision of housing simply reiterate *aspirational* rather than *mandatory* policies (EJ Element, pp. 22-23).

The majority of EJ policies promote Developer-favored and community disfavored transit-oriented development (TOD) – i.e., higher density and reduced or no parking, which should be re-evaluated in view COVID-19's social distancing rules and long-term behavioral changes, resulting in the underlying assumptions undergirding the City's analysis being called into question.

Moreover, the EJ Element proposes vague measures to improve connectivity, with their own potential impacts. For example, the EJ Element does not explain what the EJ's "traffic calming measures" or "promote pedestrian movement" mean. Typically, one of the commonly known "traffic calming" methods is merging/removing lanes on arterial streets with heavy traffic and widening the sidewalks instead, to reduce the flow of cars and improve pedestrian walking experience. *Assuming* that is among the *unidentified* traffic-calming measures, such measure may have its own impacts, such as shifting the traffic from central streets onto the adjacent narrower streets and resulting in more traffic

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7 https://www.cityofinglewood.org/DocumentCenter/View/14211/Environmental-Justice-Element

8 https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140AB2222

9 Also, the City's incorporation of "compliance" with state and federal regulations for GHG emissions violates the "additionality" principle, as such compliance is included in the baseline assumptions of every project. See p. 32 at http://www.capcoa.org/wp-content/uploads/2010/11/CAPCOA-Quantification-Report-9-14-Final.pdf (**Exh. 8** [Additionality].)

gridlock and associated delays in response times of emergency, fire, and police services, and/or pedestrian safety issues. All such issues should have been disclosed, analyzed and mitigated. They were not, thus constituting additional violations of law.

Last, the drafted EJ Element ignored numerous concerns raised by the public, including danger to bike riders, constrained parking, unsafe buses (EJ Element, Appendix A, p. 1); more police patrols needed in the City (EJ Element, Appendix A, p. 2); "the Clipper's arena and Forum area have huge increases in traffic and pollution from traffic. Rents are also skyrocketing", more bike lanes needed, "overcrowdings is also an issue and there is an increase in the spread of diseases due to overcrowding, rents are increasing the most near the stadiums." (Appendix A p. 4, EJ Element.)

In sum, the drafted EJ Element sets low and vague standards for EJ and will thereby induce and rubberstamp any large-scale residential or commercial transit-oriented developments, and particularly the IBEC Project, relying on illusory mitigation measures, such as mass transit, unspecified traffic calming methods, vacation of streets or merging of lanes, and reduced parking. The IBEC Project has been repeatedly criticized for its environmental inequity.[10] With the EJ element as proposed, the *IBEC Project will evade* the EJ mandates under state laws meant to ensure the health of Inglewood's disadvantaged population and such population's genuine involvement in the land use decisions prior to any large scale project approval, particularly the IBEC Project approvals. As a reasonably foreseeable consequence of the proposed lower standards, the proposed EJ Element will fail to identify and mitigate EJ violations when projects – and particularly the IBEC Project – severely impact human life and safety, which is a CEQA concern.

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[10] See e.g, NRDC's comment ("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 ticket**")
http://ibecproject.com/IBECEIR_029924.pdf; or public community comments ("project will have a **very damaging impact on our environment in terms of air quality as well as noise, traffic** and more. Can you please think about **all the cars spewing emissions** in our community? What are the **real impacts to our children and our older people**?")
http://opr.ca.gov/ceqa/docs/ab900/20190201-AB900_IBEC_Community_letters_1.pdf
(**Exh. 9** [NRDC and Public Comments].)

D. The EJ Element Adoption Is Not Exempt from CEQA, Due to Its Potential to Cause Environmental Impacts.

The City's invoking of the common sense exemption for the adoption of the EJ Element is inappropriate in view of the Element's *potential* to cause environmental impacts and *potential* to allow large scale projects, such as the IBEC Project, to evade mitigation of health and other environmental impacts on the population. The absence of an accurate, stable and finite project description, as well as the vagueness of the proposed measures (e.g., traffic calming, promoting pedestrian flows) makes the proposed EJ policies further *capable* of causing unmitigated environmental impacts.

The analysis of the inapplicability of CEQA exemptions in the Land Use Element section, supra, applies here as well; we incorporate it by reference.

V. CONCLUSION.

We respectfully request that the City Council reject the proposed Land Use Element amendments and Environmental Justice Element and require staff to supplement the missing information and comply with the law as detailed above. We also request that the City review the proposed amendments to the General Plan and their impacts *in conjunction with* the IBEC Project, and to fully disclose, evaluate and mitigate those in the IBEC DEIR, as either *part of* the IBEC Project or – at a minimum – cumulatively as *related projects*. Finally, we object to the City's use of categorical exemptions, and request meaningful CEQA review of impacts of both Projects.

Very truly yours,

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

RPS:vl
Encls.

EXHIBIT 1

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April 13, 2020

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Mindy Wilcox, AICP, Planning Manager
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Re: Advance Notice Request and Comments and Objections to Notices of Exemption for, and of General Plan Amendment GPA-2020-01 and GPA-2020-02; CEQA Case Nos. EA-CE-2020-036 and EA-CE-2020-037

Dear Mr. Jackson and Ms. Wilcox:

I. INTRODUCTION AND ADVANCE NOTICE REQUEST.

This firm and the undersigned represent Kenneth and Dawn Baines, owners of the property located at 10212 S. Praire Ave., Inglewood. Please keep this office on the list of interested persons to receive timely notice of all hearings and determinations related to the proposed approval/adoption of the General Plan Amendments and Categorical Exemptions listed above ("Project(s)").

Pursuant to Public Resources Code Section 21167(f) and all applicable rules and regulations, please provide a copy of each and every Notice of Determination issued by the City in connection with these Projects. We incorporate by reference all Project objections raised by others with regard to both the present Notices of Exemption and amendments/adoption of General Plan Elements. To the extent the Projects are part of or interrelated with the Clippers IBEC project, we incorporate by reference all public comments/objections to the IBEC project as well as its Draft EIR.[1],[2],[3].

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[1] See http://ibecproject.com/

[2] We specifically request that all the hyperlinks in this letter be downloaded and printed out, submitted to the agency, and be included in the City's control file and record

for the Project, as duly provided by applicable case law.

[3] See http://opr.ca.gov/ceqa/docs/ab900/20190201-AB900_IBEC_Community_letters_1.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190201-AB900_IBEC_Community_letters_2.pdf , http://opr.ca.gov/ceqa/docs/ab900/20190204-AB900_IBEC_Inglewood_Residents_Against_Takings_Evictions_Comments.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190204-AB900_IBEC_MSG_Forum_AB_987_Comment_Letter_without_Exhibits.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190204-AB900_IBEC_MSG_Forum_AB_987_Comment_Letter_EXHIBITS_1-4.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190204-AB900_IBEC_MSG_Forum_AB_987_Comment_Letter_EXHIBIT_5.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190204-AB900_IBEC_MSG_Forum_AB_987_Comment_Letter_EXHIBITS_6-7.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190204-AB900_IBEC_MSG_Forum_AB_987_Comment_Letter_EXHIBITS_8-10.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190222-AB900_IBEC_Comment_Climate_Resolve.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190304-AB900_IBEC_NRDC.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190422-AB900_IBEC_MSG_Supp_Lette_re_IBEC_App_Tracking_No-2018021056.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190422-AB900_IBEC_MSG_Supp_Lette_re_IBEC_App_Tracking_No-2018021056.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190621-IBEC_Comment_NRDC_Clippers_response_6-21-19.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190628-AB900_Inglewood_Comment_Opposition_to_Supplemental_Application.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190628-AB900_Inglewood_Comment_resident_letters.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190628-AB900_Inglewood_Comment_Resident_Letters_1.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190628-AB900_Inglewood_Comment_Resident_Letters_2.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190628-Final_Inglewood_Community_Letters.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190628-MSG_AB_987_Letter_re_Supplemental_Application_with_exhibits.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190628-IBEC.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190729-Public_Counsel_letter_RE_AB_987_Inglewood_Arena_Project.pdf,

This letter is also an **Advance Notice Request** that the City of Inglewood Department of City Planning, the City Clerk's office, and all other commissions, bodies and offices, provide this office with advance written notice of any and all meetings, hearings and votes in any way related to the above-referenced proposed Projects and any projects/entitlements/actions related to any and all events or actions involving these Projects.

Your obligation to add this office to the email and other notification lists includes, but is not limited to, all notice requirements found in the Public Resources Code and Inglewood Municipal Code. Some code sections that may be relevant include Public Resources Code Sections 21092 and 21092.2.

This Advance Notice Request is also based on Government Code § 54954.1 and any other applicable laws, and is a formal request to be notified in writing regarding the Projects, any invoked or proposed CEQA exemptions, any public hearings related to the Draft or Final EIR for the IBEC project, together with a copy of the agenda, or a copy of all the documents constituting the agenda packet, of any meeting of an advisory or legislative body, by email and mail to our office address listed herein. We further request that such advance notice also be provided to us via email specifically at: Robert@RobertSilversteinLaw.com; Esther@RobertSilversteinLaw.com; Naira@RobertSilversteinLaw.com; and Veronica@RobertSilversteinLaw.com.

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http://opr.ca.gov/ceqa/docs/ab900/20190903-AB900_IBEC_Community_Letters.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190903-AB900_IBEC_Inglewood_Community_Letters-2.pdf, http://opr.ca.gov/ceqa/docs/ab900/20190909-AB900_IBEC_MSG_OPR_Letter_September_2019_with_exhibits.pdf, http://opr.ca.gov/ceqa/docs/ab900/20191112-AB900_IBEC_AB987_Inglewood_Residents_Against_Takings_and_Evictions%20.pdf, http://opr.ca.gov/ceqa/docs/ab900/20191114-Barbara_Boxer_GHG_Emissions_Commitment_Letter.pdf, http://opr.ca.gov/ceqa/docs/ab900/20191127-AB900_IBEC_AB987_Resident_Letters_Supplement_to_GHG_Emissions_Commitment.pdf, http://opr.ca.gov/ceqa/docs/ab900/20191127-AB900_IBEC_AB987_Resident_Letters_Supplement_to_GHG_Emissions_Commitment_2.pdf, http://opr.ca.gov/ceqa/docs/ab900/20191127-AB900_IBEC_AB987_MSG_Forum_Supplement_to_GHG_Emissions_Commitment.pdf, http://opr.ca.gov/ceqa/docs/ab900/20191205-AB987_IBEC_Comment_MSG_Forum.pdf.

Finally, to the extent that an advance written request is required for any and all City hearings regarding the above-referenced project to be recorded and/or transcribed, this letter shall constitute that advance written request. Please include this letter in the record for this matter.

Please, acknowledge receipt of the Advance Notice Request above.

Please also provide a current time line of all scheduled and anticipated events, including hearings or approvals of any type, related to the Projects.

II. OBJECTIONS TO THE LACK OF ADEQUATE AND CONSISTENT NOTICE AND REQUEST TO RESCHEDULE THE APRIL 13, 2020 HEARING.

On April 13, 2020, our office came across the City's *special* meeting agenda for the Planning Commission's Special Meeting on April 13, 2020, at 7:00 p.m. The agenda included Items 5(d) and 5(e) related to the Projects – i.e., amendments to the General Plan.

Based on information we have obtained, the City of Inglewood ("City") is closed for COVID-19 reasons effective April 13 through April 27, 2020. Yet we were informed at approximately 6:00 p.m. tonight that despite the shutdown of City Hall, this Planning Commission hearing is proceeding nonetheless. That is an outrage to the concept of transparency and public participation.

We hereby object to the City's short imposed deadlines, special meetings, inadequate and inconsistent notices, and particularly, to the notice of the special meeting on April 13, 2020 during this time of the COVID-19 crisis. Moving forward with the Projects would also be in violation of the Brown Act's open meetings requirements and any decision taken today will be invalid.

We therefore request that the City reschedule the Special Meeting of April 13, 2020 and properly circulate the notice and all documents related to the Projects, including but not limited to the drafts of the Land Use and Environmental Justice Elements, to afford meaningful opportunity to the public and public agencies to comment on the proposed amendments to the General Plan – prior to any approval. The City's failure to reschedule and duly circulate the documents prior to the respective approvals of the Projects will constitute an abuse of discretion and failure to proceed in a manner required by law.

We also request that the City postpone any action or hearing on General plan amendments until and unless 90 days after the stay-at-home orders have been lifted by the California Governor. State and Planning and Zoning laws necessitate public participation for all actions, whereas the presently-utilized remote participation is often disrupted because of connection problems. The City should not take advantage of these unfortunate times, where people are fighting against the virus and some people are fighting for their lives, to rush through projects of such magnitude as amendments to the City's General Plan.

We also object to the City's imposition of strict deadlines for non-essential projects during the COVID-19 crisis given that – as evidenced by the recent letter of the League of California Cities to the Governor asking for tolling of all deadlines – city staffing shortages affect the efficiency of their work. We request that the City toll and extend its deadlines for public comment period on all environmental documents, including the Notices of Exemption for the Projects, until after the COVID-19 crisis is contained and the Governor lifts stay-at-home orders.

III. LACK OF MEANINGFUL OPPORTUNITY FOR PUBLIC PARTICIPATION PARTICULARLY FOR COVID-19 REASONS.

The City cannot approve the Projects or Notices of Exemption or related findings because it cannot make a finding that those are consistent with the City's General Plan, as the City has not duly circulated the documents for the public to review and comment upon.

Further, the City may not be able to satisfy the public participation requirement under Cal. Gov't Code § 65351, which provides: "During the preparation or amendment of the general plan, the planning agency shall provide opportunities for the involvement of citizens, public agencies, public utility companies, and civic, education, and other community groups, through public hearings and any other means the city or county deems appropriate."

To the extent that the Projects, specifically, the General Plan amendments, are also interrelated with and being piecemealed from the IBEC project and its DEIR, the Projects will unavoidably facilitate or be used in furtherance of the IBEC project. In turn, the City may not rely on Categorical Exemptions to approve the Projects because doing so would facilitate the IBEC project, which project will have significant, unmitigable impacts. In other words, the use of Categorical Exemptions is facially improper because the Projects are being used to facilitate and expedite approval of the IBEC project and its DEIR. Accordingly, the approval of the instant Projects will cause or contribute to direct or

indirect physical impacts to the environment. Piecemealing the Projects out of the IBEC project and its review is independently a violation of CEQA.

IV. THE PROPOSED LAND USE AND ENVIRONMENTAL JUSTICE ELEMENTS ARE INTERRELATED WITH THE IBEC PROJECT AND THEREFORE ARE ILLEGALLY PIECEMEALED FROM IT.

These rushed proposed General Plan amendments come at a time when the Clippers IBEC project is being processed and promoted. The IBEC project itself requires zoning changes and amendments to the General Plan's Land Use Element.

The IBEC project has been severely criticized for its 42 environmental adverse impacts, including GHG emissions by bringing in millions of cars, causing severe traffic impacts, and adversely impacting the disadvantaged community of Inglewood, including their health and safety.

The IBEC project has been criticized for its conflicts with environmental justice principles.

Therefore, it appears that the City's efforts to amend the General Plan and include Land Use Element Amendments and the Adoption of an Environmental Justice Element on such a rushed basis, without adequate process for the public, and with zero environmental review in an obvious effort to piecemeal this issue away from where it should be analyzed as part of the IBEC project CEQA review, aims to further the IBEC project without properly and timely disclosing that purpose to the public.

V. THE LAND USE ELEMENT AMENDMENT MAY NOT BE ADOPTED DUE TO LACK OF A CIRCULATED DOCUMENT FOR PUBLIC REVIEW AND COMMENT.

The draft Land Use Element amendment was not available online or was not locatable in a place on the City's website that the public would easily or logically identify. Therefore, it was impossible for the public to see the amendments to be able meaningfully to comment on them. The proposed amendments may not be adopted on this additional ground.

VI. CEQA EXEMPTIONS ARE INAPPLICABLE FOR THE GENERAL PLAN AMENDMENTS AND THE CITY HAS NOT MET ITS BURDEN TO INVOKE THE EXEMPTION.

The City's invoked Exemptions for the proposed Projects - i.e., general plan amendments and adoption of the elements – are in error. Pursuant to the Notices, the City invokes Categorical Exemptions under CEQA Guidelines Sections 15061(b)(3) and 15060(c)(2), by claiming a "common sense" exemption.

> Guidelines Section 15061(b)(3) reads:
>
> "(3) The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with **certainty** that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." (Emphasis added.)

Based on the quoted language, CEQA requires certainty that there is no possibility that the activity in question may have a significant effect on the environment. There cannot be such certainty where the proposal is to "clarify" the densities in the Land Use Element, where the draft Land Use Element amendment was never properly circulated to the public, and where – in the case of the common sense exemption – it is the duty and burden of the agency to prove with certainty that the Projects will have no environmental impacts.

Moreover, to the extent the Projects here are interrelated to the IBEC project and facilitate it or its components, as clearly appears to be the case, the Projects may not invoke any common sense exemption at all.

The Projects cannot be approved using categorical exemptions since it is impossible for the City to demonstrate the "certainty" of no potential environmental impacts. Exemptions from CEQA's requirements are to be construed narrowly in order to further CEQA's goals of environmental protection. See Azusa Land Reclamation Co. v. Main San Gabriel Basin Watermaster (1997) 52 Cal.App.4th 1165, 1220. Projects may be exempted from CEQA only when it is indisputably clear that the cited exemption applies. See Save Our Carmel River v. Monterey Peninsula Water Management Dist. (2006) 141 Cal.App.4th 677, 697.

VII. CONCLUSION.

We respectfully request that the City cancel the Planning Commission of April 13, 2020 related to the Projects, duly circulate the draft amendments to the public for public comment, conduct meaningful environmental review, including as part of a recirculated IBEC project Draft EIR, and not further process the subject Projects as stand-alone approvals, much less based upon categorical exemptions under CEQA.

Very truly yours,

/s/ Robert Silverstein

ROBERT P. SILVERSTEIN
FOR
THE SILVERSTEIN LAW FIRM, APC

RPS:vl

EXHIBIT 2

The direction of outbound truck trips would be determined by the destination of the truck, especially during demolition when trucks would be transporting demolition materials to recycling facilities or landfills. Outbound trucks hauling construction trash would be traveling to Gardena, metal iron and scrap would be transported to Los Angeles, and concrete and asphalt would be transported to Irwindale.

Construction Employment

Construction-related jobs generated by the Proposed Project would likely be filled by employees within the construction industry within the City of Inglewood and the greater Los Angeles County region. Construction industry jobs generally have no regular place of business and many construction workers are highly specialized (i.e., crane operators, steel workers, masons, etc.). Thus, construction workers commute to job sites throughout the region that may change several times a year dictated by the demand for their specific skills. The work requirements of most construction projects are also highly specialized and workers are employed on a job site only as long as their skills are needed to complete a particular phase of the construction process.

During construction activities, there would be a minimum of 35 construction workers on the Project Site at any one time, with a maximum number of 1,175 construction workers on the Project Site at any one time. Throughout Project construction, the number of construction workers on site would ebb and flow to match the intensity of each stage of construction.

2.6 Actions

Implementation of the Proposed Project is anticipated to require, but may not be limited to, the following actions by the City of Inglewood:

- Certification of the EIR to determine that the EIR was completed in compliance with the requirements of CEQA, that the decision-making body has reviewed and considered the information in the EIR, and that the EIR reflects the independent judgment of the City of Inglewood.
- Adoption of a Mitigation Monitoring and Reporting Plan, which specifies the methods for monitoring mitigation measures required to eliminate or reduce the Proposed Project's significant effects on the environment.
- Adoption of CEQA findings of fact, and for any environmental impacts determined to be significant and unavoidable, a Statement of Overriding Considerations.
- Approval of amendments to the General Plan's Land Use and Circulation Elements, with conforming map and text changes to reflect the plan for the Proposed Project, including:
  - Redesignation of certain properties in the Land Use Element from Commercial to Industrial;
  - Addition of specific reference to integrated sports and entertainment facilities and related and ancillary uses on properties in the Industrial land use designation text;
  - Updating Circulation Element maps and text to reflect vacation of portions of West 101st Street and West 102nd Street and to show the location of the Proposed Project; and

  - Updating Safety Element map to reflect the relocation of the municipal water well and related infrastructure.
- Approval of a Specific Plan Amendment to the Inglewood International Business Park Specific Plan to exclude properties within the Project Site from the Specific Plan Area.
- Approval of amendments to Chapter 12 and Chapter 5 of the Inglewood Municipal Code, including:
  - Text amendments to create an overlay zone establishing development standards including standards for height, setbacks and lot size, permitted uses, signage regulations, noise regulations, parking regulations, public art requirements, site plan and design review processes, and other land use controls; and
  - Conforming Zoning Map amendments applying the overlay zone to the Project Site or portions thereof.
- Approval of the vacation of portions of West 101st Street and West 102nd Street, and adoption of findings in connection with that approval.
- Approval of right-of-way to encroach on City streets.
- Approval of a Disposition and Development Agreement (DDA) by the City of Inglewood governing terms of disposition and development of property.
- Approval of a Development Agreement (DA) addressing community benefits, vesting entitlements for the Proposed Project, and establishing IBEC Project-specific Design Guidelines to address certain design elements, including building orientation, massing, design and materials, plaza treatments, landscaping and lighting design, parking and loading design, pedestrian circulation, signage and graphics, walls, fences and screening, and similar elements.
- Approval of subdivision map(s) or lot line adjustments to consolidate properties and/or adjust property boundaries within the Project Site.
- Approval of conditions of approval with respect to the requirements of Assembly Bill 987.
- Approval of any other conditions of approval deemed necessary and appropriate by the City.
- Any additional actions or permits deemed necessary to implement the Proposed Project, including demolition, grading, foundation, and building permits, any permits or approvals required for extended construction hours, tree removal permits, and other additional ministerial actions, permits, or approvals from the City of Inglewood that may be required.

Additionally, if the project applicant is unable to acquire privately-owned, non-residential parcels within the Project Site, the City, in its sole discretion, may consider the use of eminent domain to acquire any such parcels, subject to applicable law, and the imposition of adequate controls necessary to ensure that the public purpose and use for which they were acquired are protected.

In addition to approvals by the City of Inglewood, approvals or actions by other agencies or entities would include, but not be limited to, the following:

- Determination of consistency with the LAX Airport Land Use Plan by the Los Angeles County Airport Land Use Commission.

- Issuance of permits to allow for municipal water well relocation by the Los Angeles County Department of Public Health.
- Review of the Proposed Project by the FAA under 14 Code of Federal Regulations Part 77 for issuance of a Determination of No Hazard.

Additional approvals or permits may also be required from federal, State, regional, or local agencies, including but not limited to the following:

- Los Angeles Regional Water Quality Control Board;
- South Coast Air Quality Management District;
- Los Angeles County Fire Department;
- Los Angeles County Metro; and
- California Department of Transportation.

EXHIBIT 3

EXHIBIT A

TEXT AMENDMENTS TO THE INGLEWOOD GENERAL PLAN

Added text is shown in **bold underline**; removed text is shown in ~~**bold strikethrough**~~.

Section 1.

Land Use Element "Section II – Statement of Objectives" for "Industrial" in Subsection D on pages 7 through 8 is amended to read as follows:

D. Industrial

- Provide a diversified industrial base for the City. Continue to improve the existing industrial districts by upgrading the necessary infrastructure and by eliminating incompatible and/or blighted uses through the redevelopment process.

- Continue the redevelopment of Inglewood by promoting the expansion of existing industrial firms and actively seek the addition of new firms that are environmentally non-polluting.

- Increase the industrial employment opportunities for the city's residents.

- **Promote the development of sports and entertainment facilities and related uses on underutilized land, in appropriate locations, creating economic development and employment opportunities for the City's residents.**

Land Use Element "Section VI – Future Land Uses" for "Industrial Land Use" in Subsection C on pages 71 through 74 is amended to read as follows:

C. Industrial Land Use

Usually there are three factors involved in the location of industrial land: infrastructure, compatibility of use, and proximity to an adequate labor force.

[intervening text intentionally omitted]

Industry should be compatible with surrounding land uses. Compact industrial locations

such as an "industrial park" place industries adjacent to other industries, thereby minimizing conflict with residential and commercial areas. In some cases, industrial uses may be placed where residential or commercial land uses are not desirable, such as the area which is under the eastern end of the flight path of Los Angeles International Airport. The Element proposes that the area in the City of Inglewood generally bounded by Crenshaw on the east, La Cienega on the west, Century on the north and 104th Street on the south be designated as industrial from the present residential and commercial. This area is an extremely undesirable location for residential usage because it is severely impacted by jet aircraft noise. The area should be developed with industrial park, commercial, ~~and/or~~ office park ~~uses~~, **and/or sports and entertainment facilities, and related uses,** utilizing planned assembly district guidelines**, or, in the case of sports and entertainment facilities and related uses, project-specific design guidelines in lieu of the planned assembly district guidelines,** to insure both the quality of the development and **to encourage** its compatibility with surrounding uses.

[intervening text intentionally omitted]

Those industrial areas which front along major arterials such as La Cienega, Florence, or Century will likely be developed for industrial/commercial/office uses**, or sports and entertainment facilities and related uses**.

[intervening text intentionally omitted]

As the construction of the Century Freeway along the City's southern boundary progresses, the highly noise impacted area between Century and 104th which is west of Crenshaw should be recycled from its present residential uses to more appropriate industrial/commercial/office uses**, or sports and entertainment facilities and related uses**. Irrespective of market forces, the City must promote and assist in upgrading of existing industrial uses.

Section 2.

Circulation Element Section on "Street Classification Collectors" (within "Part Two – Circulation Plan" in Subpart 4 on pages 20 through 21) is amended to read as follows:

4. COLLECTORS.

~~35. 102nd Street (east of Prairie Avenue)~~

~~36~~ 35. 104th Street

~~37~~ 36. 108th Street (Prairie Avenue to Crenshaw Boulevard)

Circulation Element Section on "Traffic Generators" within "Part Two – Circulation Plan" on page 22 is amended to read as follows:

Certain facilities or areas in and near Inglewood can be identified as being the destination of significant numbers of vehicles:

[Nos. 1 – 7 intentionally omitted]

8. Inglewood Basketball and Entertainment Center. The sports and entertainment arena can accommodate approximately 18,500 patrons, and includes parking serving the arena and related uses for approximately 4,125 vehicles, in addition to complementary transportation and circulation facilities.

Circulation Element Section on "Truck Routes" within "Part Two – Circulation Plan" on page 28 is amended to read as follows:

The purpose of designated truck routes is to restrict heavy weight vehicles to streets constructed to carry such weight, in addition to keeping large vehicles--with their potentially annoying levels of noise, vibration and fumes--from residential neighborhoods. With the exception of two routes, all designated truck routes are along arterial streets. One exception is East Hyde Park Boulevard and Hyde Park Place which have street widths too narrow to be classified an arterial route but which serve various small light manufacturing and heavy commercial businesses located in northeast Inglewood. The second exception is 102nd Street

(between ~~**Prairie**~~ **Doty** Avenue and Yukon Avenue) which serves the new manufacturing and air freight businesses being developed in the Century Redevelopment Project area.

EXHIBIT B-1

MAP AMENDMENT TO THE LAND USE ELEMENT OF THE INGLEWOOD GENERAL PLAN

Land Use Element "Land Use Map" is amended in its entirety (as depicted below) to show that certain ___-acre area located adjacent to S. Prairie Avenue, just south of W. Century Boulevard, comprised of Parcels _____ [insert APNs] to be designated as "Industrial".

Land Use Element "Land Use Map"

[image of amended map]

EXHIBIT B-2

MAP AMENDMENTS TO THE CIRCULATION ELEMENT OF THE INGLEWOOD GENERAL PLAN

Section 1.

The Circulation Element "Street Classification" Map on page 17 is amended in its entirety (as depicted below) to remove the vacated portions of 101st and 102nd Streets as follows:

[image of amended map]

Section 2.

The Circulation Element "Traffic Generators" Map on page 23 is amended in its entirety (as depicted below) to add the location of the Project site as follows:

[image of amended map]

Section 3.

The Circulation Element "Designated Truck Routes" Map on page 29 is amended in its entirety (as depicted below) to remove the vacated portion of 102nd Street as follows:

[image of amended map]

EXHIBIT B-3

MAP AMENDMENT TO THE SAFETY ELEMENT OF THE INGLEWOOD GENERAL PLAN

Safety Element Water Distribution System Map on page 37 is supplemented (as depicted below) to show the relocation of a water well and accompanying pipelines as follows:

[image of supplemental map]

EXHIBIT 4

units necessitating the construction of replacement housing elsewhere.[23] Therefore, this impact is considered **less than significant**.

Indirect Displacement

Several comments on the Notice of Preparation requested that the City consider the potential for the Proposed Project to indirectly cause displacement of housing and residents as a result of it causing the process of gentrification. The City undertook a study to determine if there is evidence to suggest that gentrification and indirect housing displacement are foreseeable socioeconomic effects pursuant to development of the Proposed Project (see Appendix S).[24]

As described above, in general CEQA does not require analysis of socioeconomic issues such as gentrification, displacement, environmental justice, or effects on "community character." The CEQA Guidelines state, however, that while the economic or social effects of a project are not appropriately treated as significant effects on the environment, it is proper for an EIR to examine potential links from a Proposed Project to physical effects as a result of anticipated economic or social changes.

Gentrification is a widely studied and discussed process. Although there is no single definition for the term, the process of gentrification is commonly perceived to be an influx of new, higher-income residents, into a traditionally low-income neighborhood. Displacement has been defined as the process that occurs "when any household is forced to move from its residence by conditions that affect the dwelling or immediate surroundings, and which:

1. Are beyond the household's reasonable ability to control or prevent;
2. Occur despite the household's having met all previously-imposed conditions of occupancy; and
3. Make continued occupancy by that household impossible, hazardous or unaffordable."[25]

Academic studies conclude that the process of gentrification frequently has both positive and negative effects depending on specific neighborhood characteristics. These studies also show that the link between the process of gentrification and the displacement of existing residents is tenuous and difficult to demonstrate.

In considering the potential for gentrification and displacement effects associated with the Proposed Project, it is notable that a series of land use changes have been occurring in Inglewood, set in motion as many as 10 years ago in 2009. Some of these changes, especially the HPSP and Transit Oriented Development plans, are indicative of City expectations and desires for growth and new development. These plans and investments have been pursued because they are perceived as having an overall benefit on the City. There is a concern that such plans and investments may result in

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[23] For additional discussion related to growth-inducing effects or urban decay, refer to Chapter 4, Other CEQA Required Considerations.
[24] ALH Urban & Regional Economics, *Inglewood Sports and Entertainment Venue Displacement Study*, July 2019.
[25] Miriam Zuk, Ariel H. Bierbaum, Karen Chapple, Karolina Gorska, and Anastasia Loukaitou-Sideris, "Gentrification, Displacement, and the Role of Public Investment." Available: https://journals.sagepub.com/doi/abs/10.1177/0885412217716439. Published in Journal of Planning Literature, 2018, 33(I).

EXHIBIT 5

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Mar (March) 31, 2020 — Posted Mar (March) 27, 2020 4:03 PM *03-31-20 City Council Agenda (No Meeting)*		
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Mar (March) 24, 2020 — Posted Mar (March) 20, 2020 9:36 PM *03-24-20 City Council Agenda*		
Mar (March) 17, 2020 — Posted Mar (March) 13, 2020 8:38 PM *03-17-20 City Council Agenda*		
Mar (March) 10, 2020 — Posted Mar (March) 5, 2020 5:51 PM *03-10-20 City Council Agenda*		
Mar (March) 4, 2020 — Posted Mar (March) 4, 2020 2:14 PM *03-04-2020 City Council Agenda (Special Meeting)*		
Mar (March) 3, 2020 — Posted Feb (February) 28, 2020 5:15 PM *03-3-2020 City Council Agenda (No Meeting)*		

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Feb (February) 18, 2020 — Posted Feb (February) 14, 2020 6:41 PM *02-18-2020 City Council Agenda (No Meeting)*		
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Feb (February) 4, 2020 — Posted Jan (January) 31, 2020 6:19 PM *02-04-20 City Council Agenda*		
Jan (January) 28, 2020 — Posted Jan (January) 23, 2020 7:37 PM *01-28-20 City Council Agenda*		
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Jan (January) 14, 2020 — Posted Jan (January) 9, 2020 10:05 PM *01-14-20 City Council Agenda*		
Jan (January) 7, 2020 — Posted Jan (January) 2, 2020 5:00 PM *01-07-2020 City Council Agenda (No Meeting)*		

▼ Civil Service Board of Review

2011 2010

Agenda	Minutes	Download
Feb (February) 16, 2011 *Civil Service Board of Review Regular Meeting Agenda (PDF)*		
Feb (February) 15, 2011 *Civil Service Board of Review Regular Meeting Agenda (PDF)*		

▼ Claims Review Committee

2020 2019 2018

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Apr (April) 27, 2020 — Posted Apr (April) 21, 2020 9:47 AM *Claims Review Committee Meeting*		
Apr (April) 6, 2020 — Posted Apr (April) 3, 2020 9:58 AM *Claims Review Committee Meeting*		
Mar (March) 23, 2020 — Posted Mar (March) 19, 2020 9:35 PM *Claims Review Committee Meeting*		

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Feb (February) 24, 2020 — Posted Feb (February) 21, 2020 11:25 AM *Claims Review Committee Meeting*		
Feb (February) 10, 2020 — Posted Feb (February) 6, 2020 6:33 PM *Claims Review Committee Meeting*		
Feb (February) 3, 2020 — Posted Jan (January) 30, 2020 4:49 PM *Claims Review Committee Meeting*		
Jan (January) 27, 2020 — Posted Jan (January) 24, 2020 8:29 AM *Claims Review Committee Meeting*		
Jan (January) 13, 2020 — Posted Jan (January) 2, 2020 6:40 AM *Claims Review Committee Meeting*		

▼ Council District 1

2014

Agenda	Minutes	Download
Apr (April) 26, 2014 *Council District 1 Town Hall Meeting Agenda (PDF)*		

▼ Council District 2

2014

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May (May) 8, 2014 *Council District 2 Town Hall Meeting Agenda (PDF)*		

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▼ Finance Authority

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Apr (April) 7, 2020 — Posted Apr (April) 2, 2020 7:35 PM *04-07-20 Housing Authority Agenda*		
Apr (April) 7, 2020 — Posted Apr (April) 6, 2020 2:27 PM *04-07-2020 Housing Authority Agenda SPECIAL MEETING*		
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Mar (March) 17, 2020 — Posted Mar (March) 13, 2020 8:48 PM *03-17-20 Housing Authority Agenda*		
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2020 2019

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Mar (March) 17, 2020 — Posted Mar (March) 13, 2020 8:45 PM *03-17-20 Joint Powers Authority Agenda*		
Feb (February) 25, 2020 — Posted Feb (February) 21, 2020 11:54 AM *02-25-20 Joint Powers Authority Agenda*		
Feb (February) 11, 2020 — Posted Feb (February) 6, 2020 8:38 PM *02-11-20 Joint Powers Authority Agenda*		
Jan (January) 28, 2020 — Posted Jan (January) 23, 2020 7:40 PM *01-28-20 Joint Powers Authority Agenda*		
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Jan (January) 22, 2020 — Posted Jan (January) 21, 2020 9:14 AM *January 22, 2020*		

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Jun (June) 27, 2018 *06/27/2018 Special Meeting Agency Oversight Board*		
Jan (January) 31, 2018 *Oversight Board Agenda January 31, 2018*		

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Jun (June) 26, 2019 — Posted Jun (June) 17, 2019 3:00 PM *Meeting Cancelled*		
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Apr (April) 24, 2019 — Posted Apr (April) 23, 2019 11:07 AM *04/24/19 Parking and Traffic Commission Meeting*		
Mar (March) 27, 2019 — Posted Mar (March) 25, 2019 4:05 PM *Parking and Traffic Commission Agenda*		
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Agenda	Minutes	Download
Jan (January) 23, 2019 — Posted Jan (January) 16, 2019 8:07 AM *Parking and Traffic Commission Meeting Agenda*		

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Mar (March) 17, 2020 — Posted Mar (March) 13, 2020 8:40 PM *03-17-20 Parking Authority Agenda*		
Feb (February) 25, 2020 — Posted Feb (February) 21, 2020 11:57 AM *02-25-20 Parking Authority Agenda*		
Feb (February) 11, 2020 — Posted Feb (February) 6, 2020 8:29 PM *02-11-20 Parking Authority Agenda*		
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▼ Permits & License Committee

2020 2019 2018

Agenda	Minutes	Download
Apr (April) 9, 2020 — Posted Apr (April) 6, 2020 11:41 AM *Permits & License Committee Meeting*		
Apr (April) 9, 2020 — Posted Apr (April) 8, 2020 1:08 PM *Permits & License Committee Special Meeting*		
Mar (March) 26, 2020 — Posted Mar (March) 24, 2020 9:20 AM *Permits & License Committee Meeting*		
Mar (March) 12, 2020 — Posted Mar (March) 9, 2020 3:47 PM *Permits & License Committee Meeting*		
Mar (March) 12, 2020 — Posted Mar (March) 11, 2020 10:50 AM *Permits & License Committee Special Meeting*		
Feb (February) 27, 2020 — Posted Feb (February) 24, 2020 9:45 AM *Permits & License Committee Meeting*		
Feb (February) 13, 2020 — Posted Feb (February) 10, 2020 2:52 PM *Permits & License Committee Meeting*		

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Feb (February) 6, 2020 — Posted Feb (February) 5, 2020 12:23 PM
Permits & License Committee Meeting

Jan (January) 23, 2020 — Posted Jan (January) 21, 2020 8:48 AM
Permits & License Committee Meeting

Jan (January) 9, 2020 — Posted Dec (December) 17, 2019 1:45 PM
Permits & License Committee Meeting

▼ Planning Commission

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Apr (April) 13, 2020 — Posted Apr (April) 9, 2020 6:42 PM
2020 04 13 April Special PC Agenda Page

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2020 04 13 April Special PC Agenda Packet

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No Planning Commission Meeting

Mar (March) 11, 2020 — Posted Mar (March) 5, 2020 6:05 PM
2020 03 11 March PC Agenda Packet

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No Planning Commission Meeting...

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2020 02 05 February PC Agenda Page

Feb (February) 5, 2020 — Posted Jan (January) 31, 2020 6:56 PM
2020 02 05 Feb PC Agenda Packet

Jan (January) 15, 2020 — Posted Jan (January) 6, 2020 4:22 PM
2020 01 15 Special Planning Commission Meeting Cancelled

▼ Senior Center Advisory Committee

2017 2016 2015

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February 2017

▼ South Bay Cities Service Council

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Mar (March) 13, 2020 — Posted Mar (March) 9, 2020 12:40 PM *South Bay Cities Service Council Regular Meeting Agenda (PDF)*		
Feb (February) 4, 2020 — Posted Jan (January) 29, 2020 1:51 PM *South Bay Cities Service Council Regular Meeting Agenda (PDF)*		
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Apr (April) 7, 2020 — Posted Apr (April) 2, 2020 7:31 PM *04-07-20 Successor Agency Agenda*		
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▼ Youth Commission

2017 2016

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Jul (July) 20, 2017 *July 2017*		
Jun (June) 15, 2017 *June 2017*		
May (May) 18, 2017 *May 2017*		
Apr (April) 20, 2017 *April 2017*		
Mar (March) 16, 2017 *March 2017*		
Feb (February) 16, 2017 *February 2017*		
Jan (January) 19, 2017 *January 2017*		

EXHIBIT 6

Friday, April 10, 2020

Los Angeles WAVE NEWSPAPERS

Los Angeles Wave, founded in 1912, the leading source of weekly local news, entertainment, business, style and sports news.

Lead Story West Edition

Inglewood Seeks To Improve Air Quality, Housing

February 21, 2019 *John W, Davis, Contributing Writer* 1795 Views

INGLEWOOD – Affordable housing, good air quality and better transportation options are among the focal points in a new city initiative designed to improve the quality of life for local residents into the 21st century.

The program is designed to improve the future of the city and its residents by ensuring that new development and major city initiatives address key areas such as health, housing, air quality and transportation, officials said.

The new initiative will become part of an environmental justice element in the city's master plan, officials said.

The city's general plan has not been updated since a wave of development swept into Inglewood following the announcement of the multi-billion dollar L.A. Rams and Chargers Stadium and Entertainment District at Hollywood Park and the proposed Los Angeles Clippers Arena next to the recently renovated Forum.

"When they made the general plan last time, they didn't have these things in mind. The goals were much more modest," Mayor James T. Butts Jr. said. "We as a community have much greater aspirations and we will also not let anyone determine how big we can be. We will determine that."

For Inglewood resident Julie LaBeach, the new focus is well timed. As an Inglewood renter, LaBeach said she was recently hit with a proposed rent increase of more than 100 percent.

"I've lived in Inglewood for 20 years. I work nearby... and we don't want to leave, we like it here," LaBeach said.

LaBeach was one of a handful of residents whose rent more than doubled before Butts intervened — when the increase went viral online — and negotiated the increase down to a 30 percent.

"I am so thankful that the mayor has taken notice," LaBeach said.

The goal of environmental justice is to provide equal access to a healthy environment for all residents of a community. Officials say they are committed to developing policies and programs that positively affect environments where city residents live, work and play.

Residents attended a public workshop recently wherein they discussed how environmental justice affects Inglewood. After nearly an hour of brainstorming, residents agreed that more affordable housing for working class residents and not just low-income housing should be the city's top priority.

Other residents suggested launching a weekly farmer's market to increase access to healthy food options. Others suggested that city officials start a text alert program intended to improve community engagement.

City planners said the environmental justice program will set goals, policies and objectives to ensure that new development and major initiatives take a diversity of opinions into account and consider the effect of minority and disadvantaged populations.

Officials said they will continue to meet with residents and conduct social media outreach to get more public input before preparing a final environmental justice element draft this summer.

"We're very proud of what we're doing [and] we're very proud of the community support that we have because we can't do this alone," said Councilman Alex Padilla, who represents Inglewood's 2nd district.

LaBeach said she's pleased that the city is reaching out to residents, but said she believes environmental justice comes down to one thing: protecting the people.

"My number one concern is rent control," she said. "We're very proud of this city. We want to stay here. We want to benefit from the fruits of the improvements that are obviously coming."

Tagged Councilman Alex Padilla, Inglewood Mayor James T. Butts Jr.

EXHIBIT 7

City of Inglewood

General Plan

Environmental Justice Element

April 2020

City of Inglewood
General Plan
Environmental Justice Element

City Council

James T. Butts, Jr., Mayor
George W. Dotson, Councilmember District 1
Alex Padilla, Councilmember District 2
Eloy Morales, Jr., Councilmember District 3
Ralph L. Franklin, Councilmember District 4

Planning Commission

Larry Springs, Chairperson
Patricia Patrick, Commissioner District 1
David Rice, Commissioner District 2
Aide Trejo, Commissioner District 3
Terry Coleman, Commissioner District 4

City Staff

Artie Fields, City Manager
Christopher E. Jackson, Sr., Economic & Community Development Director
Mindala Wilcox, Planning Manager
Fred Jackson, Senior Planner

Consultants

CIVIC SOLUTIONS

Civic Solutions
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Section I: Introduction

The State of California defines Environmental Justice as "the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies" (*California Government Code* §65040.12.e). In practice, environmental justice seeks to minimize pollution and its effects on all communities, including disadvantaged communities, and ensure that residents have a say in decisions that affect their quality of life.

In 2016, the State of California passed Senate Bill 1000 (SB 1000) requiring cities and counties to address environmental justice in their general plans – their master plans for how the community will grow and develop over time. Cities and counties may choose to adopt a separate standalone Environmental Justice Element or address environmental policies throughout the General Plan. The City of Inglewood has decided to proactively adopt an Environmental Justice Element ahead of state-mandated deadlines to address important land use and equity issues throughout the City. The Element includes a comprehensive set of goals and policies aimed at increasing the influence of target populations in the public decision-making process and reducing their exposure to environmental hazards. The Element will be used by the Inglewood City Council and the Planning Commission, other boards, commissions and agencies, developers, and the public in planning for the physical development of the City. As a General Plan element, the Environmental Justice Element is closely linked to the remainder of the General Plan and carries equal weight with the other General Plan elements.

But other than being required by state law, why should we plan for environmental justice? As outlined in the SB 1000 Implementation Toolkit (2017), planning for environmental justice can help correct some of the negative impacts that years of planning and environmental policies have had on disadvantaged communities.

Also, as environmental justice and land use planning are closely related, it is important to consider equity issues when planning for the future growth and development of the City. And finally, environmental justice-based planning can help position the City to receive federal, state, and philanthropic resources that in turn can be used to benefit disadvantaged communities.

Public input was critical to the development of this Environmental Justice Element. The City conducted several outreach sessions to gain public input on environmental justice issues in the City and how they should be addressed. On January 17, 2019, a Community Workshop was conducted with more than 40 residents and other interested stakeholders in attendance. Additional input was provided at two Focus Group meetings conducted in English and Spanish on February 26, 2019. Participants provided valuable discussion on a variety of environmental equity topics including responses on the following key questions:

1. *What would help disadvantaged persons in the City of Inglewood get engaged in the public decision-making process?*
2. *What areas of the City have pollution and how could they be improved?*
3. *What barriers to mobility exist in the City and how could these be improved?*
4. *Is affordable and healthy food readily available? If not, how could it be improved?*
5. *What are the major issues regarding safe and affordable housing in the City?*
6. *What public facilities and programs are needed in underserved areas of the City?*

Further input was received through the City's website and at booths set up at the 2019 Martin Luther King Jr. Celebration and the 2019 Earth Day Festival. Appendices A and B include notes from the Workshop and Focus Group meetings.

The pages that follow provide a background on what environmental justice is, a summary of equity issues in the City of Inglewood, and the City's goals and policies related to achieving environmental justice.

Inglewood Environmental Justice Community Workshop, January 2019

Section II: Background

A. Environmental Justice

As outlined in Section I, *environmental justice* relates to the fair treatment of all people with respect to environmental laws, regulations, and policies. Environmental justice has also been described as the right for people to live, work, and play in a community free of environmental hazards. According to the U.S. EPA, environmental justice can be achieved when people have: 1) equal access to the public decision-making process, and 2) equal protection from environmental hazards. Access to the public decision-making process relates to whether all residents are aware of, and know how to participate in, decisions that affect their environment, such as a City Council hearing on a new industrial plant. Some members of the community may be very familiar with how to find out when an issue of importance will be considered by the City Council and how to present their opinions to the Council. However, other residents might not be aware how the City Council operates or know how to present their opinions. There may also be other barriers to their participation, such as not being fluent in English, or needing childcare to attend a City Council meeting at night. Environmental justice seeks to "level the playing field" and allow all members of the community to participate in decisions that affect their environment.

The second objective to achieving environmental justice involves everyone having the same level of protection from environmental hazards. In many communities, there are areas that have a clean environment and high quality of life compared to other areas that may face environmental pollution and lack beneficial resources, such as parks and sidewalks. The second types of areas are often occupied by low-income residents who may lack resources and the ability to influence their environment. These areas are called "disadvantaged communities" and are required to be addressed in the general plan.

B. Disadvantaged Communities

According to the California Environmental Protection Agency (CalEPA), disadvantaged communities are those disproportionally burdened by multiple sources of pollution and with population characteristics that make them more sensitive to pollution. As a result, they are more likely to suffer from a lower quality of life and increased health problems than more affluent areas. Because disadvantaged communities are often subject to disproportionate environmental burdens, SB 1000 requires that a city or county general plan include all of the following.

A. Objectives and policies to reduce the unique or compounded health risks in disadvantaged communities by means that include, but are not limited to, the reduction of pollution exposure including the improvement of air quality, and the promotion of public facilities, food access, safe and sanitary homes, and physical activity. *(Goals and Policies Sections 2, 3, 4 & 6)*

B. Objectives and policies to promote civil engagement in the public decision-making process. *(Goals and Policies Section 1)*

C. Objectives and policies that prioritize improvements and programs that address the needs of disadvantaged communities. *(Goals and Policies Sections 3 & 6)*

Disadvantaged communities are eligible for state funding through the Cap-and-Trade Program, which limits emissions by major industries that contribute to greenhouse gas emissions and enables them to buy and sell allowances for emitting small amounts of pollution. State proceeds from the Cap-and-Trade Program are then used to fund California Climate Investments, an initiative that works to further reduce greenhouse gas emissions around the state. Two state laws, Senate Bill 535 (the California Global Warming Solutions Act of 2012) and Assembly Bill 1550 (the Greenhouse Gases Investment Plan of 2016) require that 25% of California Climate Investments be directed to disadvantaged communities with an additional 10% dedicated to low-income areas. Some of the proceeds go to benefit the public health, quality of life and economic opportunities of disadvantaged and low-income communities while other funding is directed to reduce pollution overall. Funding can be used for a variety of investments including affordable housing, public transportation and environmental restoration.

To identify disadvantaged communities within a city or county, CalEPA encourages the use of the CalEnviroScreen 3.0 Model. CalEnviroScreen is a computer-mapping tool published by the Office of Environmental Health Hazard Assessment (OEHHA) that identifies communities that are most affected by pollution and are especially vulnerable to its adverse effects. CalEnviroScreen uses several factors, called "indicators" that have been shown to determine whether a community is disadvantaged and disproportionately affected by pollution. These indicators fall into two main categories labeled "pollution burden" and "population characteristics." Pollution burden indicators include exposure indicators that measure different types of pollution that residents may be exposed to, and the proximity of environmental hazards to a community. Population characteristics represent characteristics of the community that can make them more susceptible to environmental hazards. A summary of the CalEnviroScreen indicators and how they relate to environmental justice is outlined in Table 1.

Table 1 CalEnviroScreen 3.0 Environmental Justice Factors (Indicators)

Category	Indicator	Rationale
Pollution Burden	• Air Quality – Ozone • Air Quality – Fine Particulate Matter ($PM_{2.5}$) • Air Quality – Diesel Particulate Matter (PM_{10}) • Drinking Water Contaminants • Pesticide Use • Toxic Releases from Facilities • Traffic Density • Cleanup Sites • Groundwater Threats • Hazardous Waste Generators and Facilities • Impaired Water Bodies • Solid Waste Sites and Facilities	Exposure to hazardous substances can cause and/or worsen certain health conditions. Children, the sick and elderly are particularly vulnerable to the effects of pollution.
Population Characteristics	• Educational Attainment • Housing Burden • Linguistic Isolation • Poverty • Unemployment • Asthma • Cardiovascular Disease • Low Birth Weight Infants	People with lower income levels, educational attainment and fluency in English tend live in areas that are more affected by air pollution and other environmental toxins. In addition, certain health conditions may be caused or worsened by toxins in the environment.

Source: CalEPA/OEHHA, CalEnviroScreen 3.0

Using data from a variety of sources, CalEnviroScreen 3.0 ranks census tracts for each of the indicators outlined above and converts these scores to percentiles that can be compared with other areas throughout the state. The combined CalEnviroScreen map for the City of Inglewood is outlined in Figure 1. CalEnviroScreen ranks several census tracts in the City of Inglewood in the top 25% of census tracts in California with the highest pollution burden and socioeconomic vulnerabilities. Census tracts in the City of Inglewood range in percentile from 49% to 98% with a City average of 79%. Lower scores tend to be located in the northern and eastern limits of the community, while higher scores are located to the west, southwest, and south. While some of the numbers and the City average may be at the higher end of the range, it is important to note that Inglewood is not unique in the region. Many other cities in the metropolitan Los Angeles area and the South Bay have a similar pollution burden and vulnerability because they have similar conditions to Inglewood. The important point is to acknowledge the factors that influence environmental justice and take proactive measures to address them.

CalEPA also uses CalEnviroScreen 3.0 to map disadvantaged communities under SB 535. Disadvantaged communities include those census tracts with CalEnviroScreen percentiles of 75% to 100% compared to other areas of the state. Figure 2 illustrates the census tracts in Inglewood that had a CalEnviroScreen score of 75% or above in 2019 and thus are considered disadvantaged by the state.

As shown on Figure 2, much of the City of Inglewood is considered disadvantaged based on the City's combined CalEnviroScreen 3.0 scores. As a result, much of the City of Inglewood is eligible for the state's SB 535 and AB 1550 set aside funding, which can be used for projects that benefit these communities.

CalEnviroScreen 3.0 is a useful tool to document and illustrate environmental equity issues in a given area. However, as conditions change over time, users are encouraged to utilize the latest maps and data available at the time. In addition, OEHHA periodically provides new updates to the model that further improve the science behind the model and can contain new and/or refined environmental justice indicators. The CalEnviroScreen website can be found at https://oehha.ca.gov/calenviroscreen.

Figure 1 CalEnviroScreen 3.0 Map, Inglewood, 2018

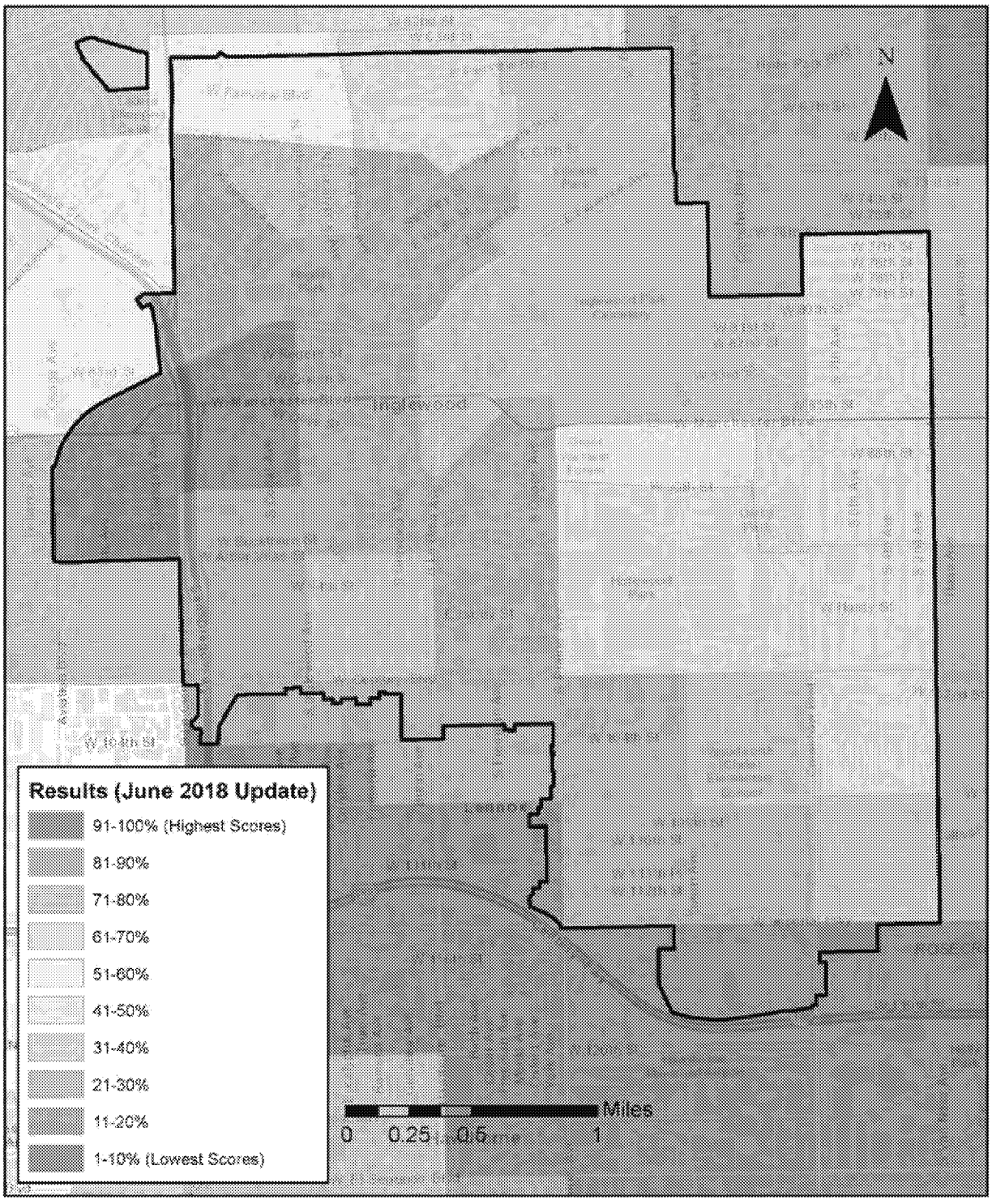
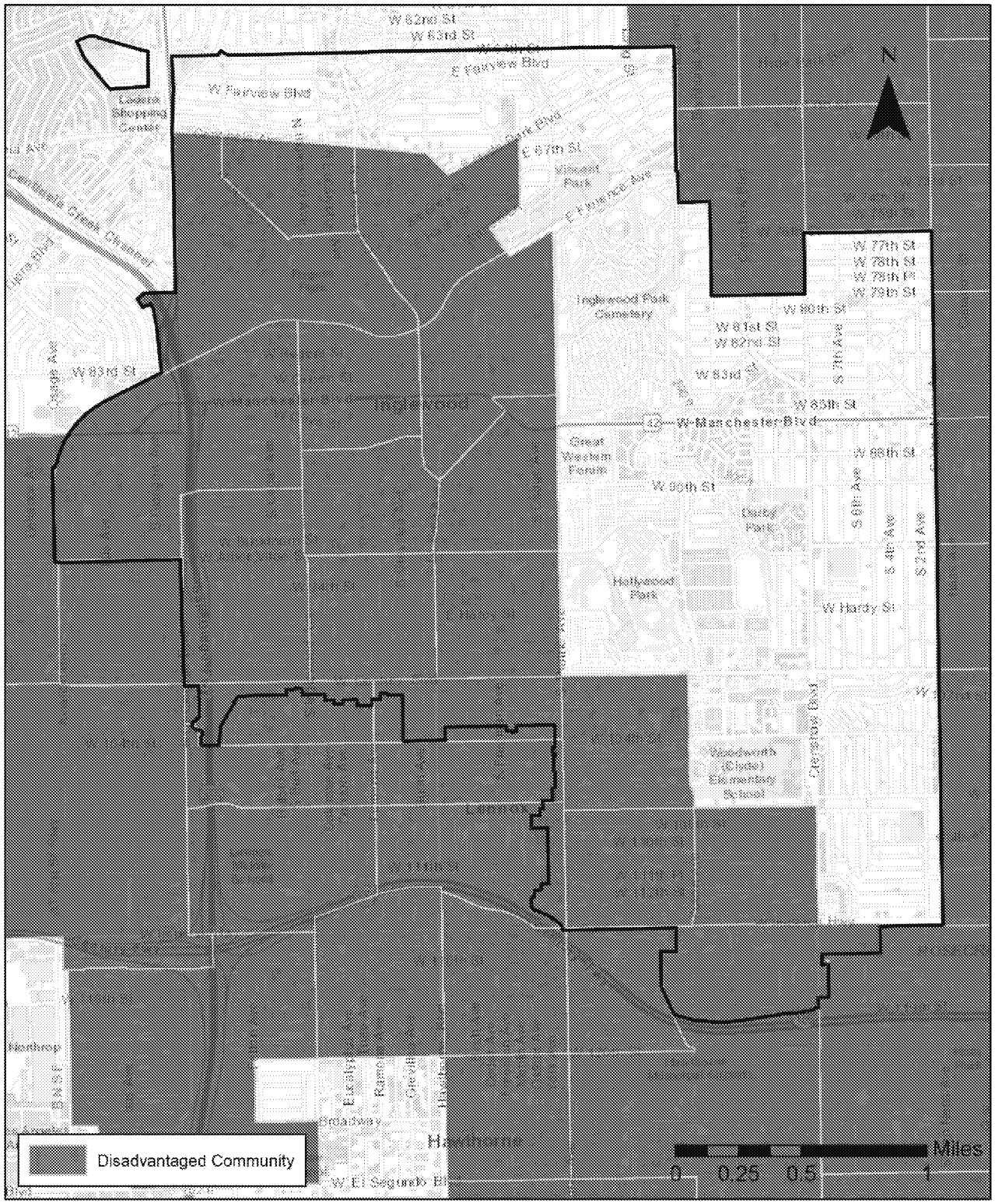


Figure 2 SB 535 Disadvantaged Communities, Inglewood, 2018



Source: EPA/OEHHA, CalEnviroScreen 3.0

Section III: Environmental Justice Issues in the City of Inglewood

As outlined in Section II, the burden of pollution is not equally shared. Minority and low-income populations often face a greater exposure to pollution and may also experience a greater response to pollution. The paragraphs below outline the primary sources of pollution affecting the City of Inglewood. In addition, they address housing affordability and displacement, which are also related to environmental justice. Finally, they outline some of the population characteristics that make the areas particularly vulnerable to pollution in the environment.

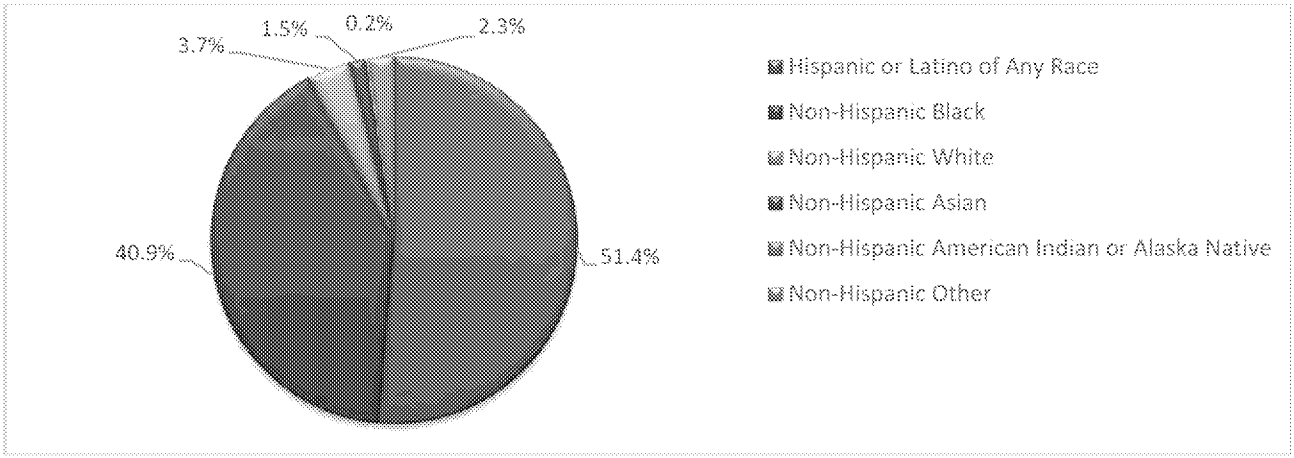
A. Population Characteristics

As previously identified, certain population characteristics can make an area more vulnerable to the negative effects of pollution. The paragraphs below describe some of the population characteristics in the City of Inglewood related to environmental justice.

Ethnicity/Race

In 2018, the City of Inglewood had a population of 113,559, representing 1.1% of the population of the County of Los Angeles. The City is a majority-minority area, meaning that one or more racial and/or ethnic minorities make up a majority of the population. In 2018, Hispanic and Latino residents made up 51.4% of the population and Black residents made up 40.9% of the population. Between 2000 and 2018, the City's share of Hispanic and Latino residents increased from 46.0% to 51.4%, while the share of Black residents decreased from 46.4% to 40.9%. Figure 3 below illustrates the racial and ethnic breakdown of the City in 2018.

Figure 3 Inglewood Race/Ethnicity, 2018



Source: SCAG, Profile of the City of Inglewood, 2019

Linguistic Isolation

Linguistic isolation refers to people and households who do not speak English at home and/or do not speak English very well. Linguistically isolated residents may have difficulty accessing daily activities, social services, and health care. As such, they may not get the care and services they need, which may result in poorer health outcomes. In addition, linguistically isolated households may not hear or understand emergency announcements and thus may suffer negative consequences as a result. According to the American Community Survey (2017), 22.7% of Inglewood residents over age 5 speak English less than very well and are considered linguistically isolated.

Income/Poverty Levels

Income levels are an important socioeconomic factor related to environmental justice, because poor communities are more likely to be exposed to pollution. In addition, poor communities tend to be more susceptible to environmental pollution and suffer from greater health effects. In 2018, the median household income in the City of Inglewood was $46,389, which is below the median household income of Los Angeles County of $61,015. In addition, 20% of households fell below the poverty level in 2017 (U.S. Census Bureau). The poverty level is determined by the U.S. Census Bureau and varies based on household size. For a family of four on an annual basis, the 2017 federal poverty level was $24,600.

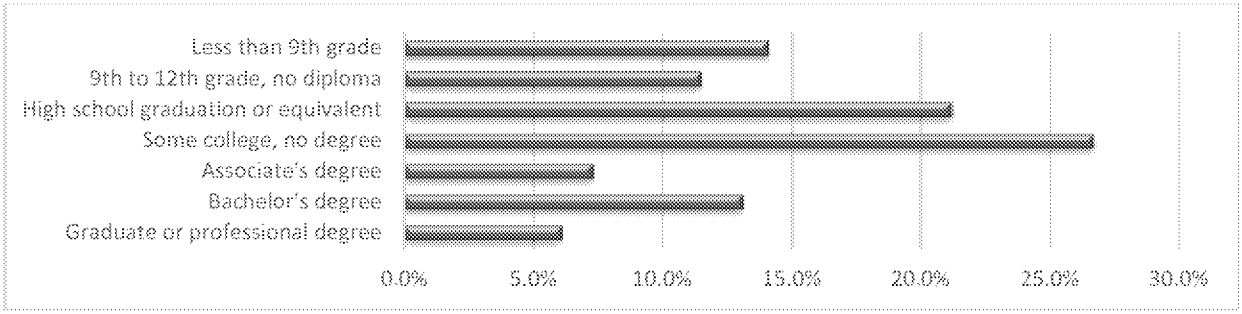
Unemployment

Rates of unemployment also contribute to whether a community is disadvantaged in terms of environmental justice. According to OEHHA, adults without jobs may lack health care and insurance, and poor health can make it harder to find a job and stay employed. In addition, poor health can be a source of financial and emotional stress, which in turn can cause or worsen health conditions. In 2017, the unemployment rate in the City of Inglewood was 6.4% (Los Angeles Almanac, 2017).

Educational Attainment

Educational attainment measures the highest level of education that an individual has completed. For the purposes of environmental justice, people with more educational attainment tend to have better health, live longer, and live in areas that are less affected by air pollution and other environmental toxins (OEHHA). In the City of Inglewood, 74.4% of the population 25 years of age or older have a high school diploma or equivalent, and 19.2% have a bachelor's degree or higher. Figure 4 below provides a summary of educational attainment in the City of Inglewood.

Figure 4 Educational Attainment in Inglewood (2013-2017)



Source: American Community Survey, 2013-2017

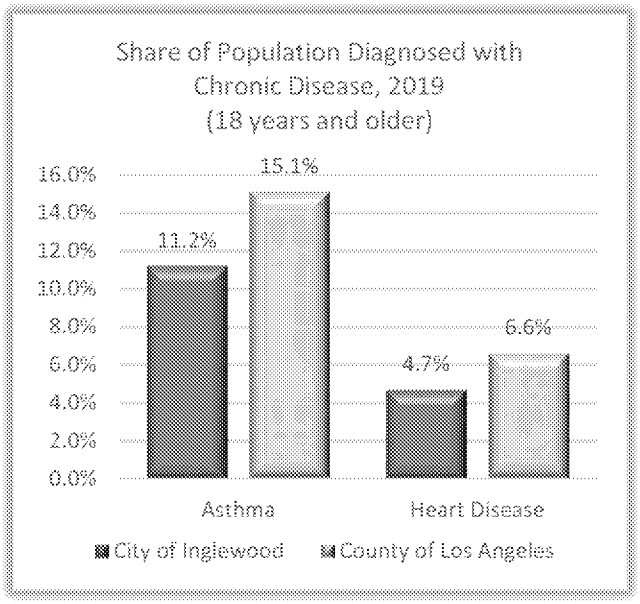
Housing Burden

According to SCAG, there were 37,018 total households in the City of Inglewood in 2018. Housing burden relates to households severely burdened by housing costs and is one of the factors used to identify disadvantaged communities in the City of Inglewood. Households experiencing severe housing burden include low-income households that spend over 50% of their household income on housing and utilities (CalEnviroScreen 3.0). Spending a greater amount on housing means that these households have fewer resources available for non-housing goods and may suffer from "housing-induced poverty." According to the Community Health Profile prepared by Los Angeles, 30% of households in the City of Inglewood experienced a severe housing burden from 2011-2015.

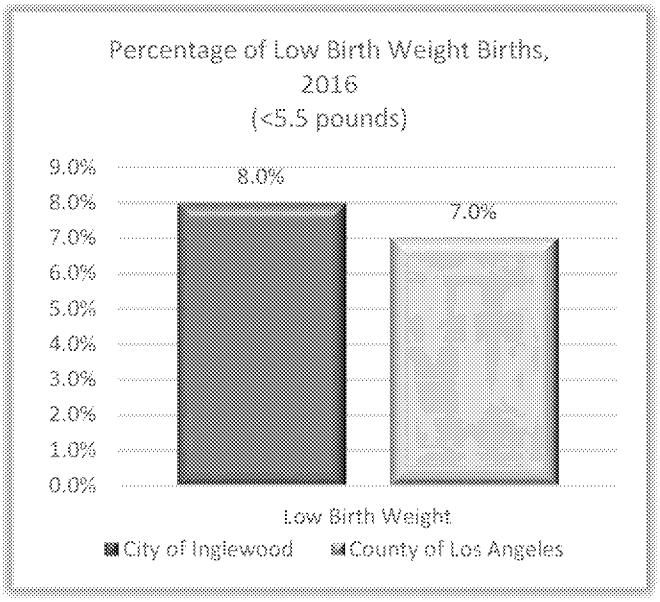
Sensitive Populations

The CalEnviroScreen 3.0 Sensitive Population Indicators include rates of asthma, heart disease, and low birth weight infants. Asthma can be triggered or worsened by air pollution, and people with asthma may be more prone to other respiratory diseases, such as the flu and pneumonia. Similarly, people with heart disease may be particularly sensitive to pollution, which may worsen cardiovascular conditions. Finally, low birth weight infants are those who weigh 5.5 pounds or less at birth. Low birth weight has been linked to disadvantaged communities where pollution levels may be higher and health care may not be readily available. In addition, low birth weight infants may be more susceptible to other health and developmental conditions later in life. Rates for asthma, heart disease, and low birth weight infants in the City of Inglewood and Los Angeles County are outlined below.

Figure 5 Sensitive Populations in Inglewood and Los Angeles County



Source: SCAG, Profile Report of the City of Inglewood, 2019



Source: Los Angeles County, City and Community Health Profiles, Inglewood, June 2018

B. Pollution Exposure

Air Quality

Air quality is an important environmental justice issue under SB 1000. Poor air quality can contribute to serious health problems including respiratory issues, worsening of asthma and cardiovascular disease, hospitalization and even premature death (California Air Resources Board, 2016). Disadvantaged communities are often disproportionately subjected to adverse air quality due to proximity to pollution generators such as industrial plants and freeways, and are also more likely to have underlying medical conditions that may be worsened by pollution.

The City of Inglewood is located in the South Coast Air Basin. The primary source of air pollution in the basin is mobile source emissions from cars and trucks traveling on local freeways and roadways. Levels of air pollution in the air basin have improved over the past few decades, primarily due to stricter emissions standards and cleaner fuels. However, the basin still remains one of the nation's most polluted. In 2018, the basin was in nonattainment for Ozone (1-hour and 8-hour), Particulate Matter (PM_{10} and $PM_{2.5}$), and Lead, meaning that the basin did not meet federal and/or state standards for those pollutants (SCAG, 2016). Fuel combustion associated with motor vehicles, planes and ships is one of the primary sources of pollution in the basin.

Although air quality is generally regarded as a regional issue, there are also local contributors to air pollution in and near the City of Inglewood. The City straddles a portion of Interstate 405 (I-405) and borders Interstate 105 (I-105), both of which carry more than 250,000 vehicles per day in the vicinity of Inglewood. In addition, the City includes several major arterial roads, including Manchester Boulevard, La Cienega Boulevard, and Century Boulevard, which also carry high volumes of daily traffic. As outlined in the California Air Resources Handbook, higher levels of air pollution are present in proximity to high traffic roadways and can cause negative health effects within about 1,000 feet. In addition to vehicular air pollution, airplanes landing at Los Angeles International Airport fly over Inglewood and may be contributing to adverse air pollution in the City. A study published in the American Chemical Society's Environmental Science and Technology Journal (2014) found higher pollution levels within 9 square miles of the airport compared to other parts of Los Angeles.

Despite the presence of air pollution in the City, there are reasons to be optimistic. A greater awareness and emphasis on the health effects of various forms of pollution have led to more and improved rules and laws governing standards, emissions, and containment. In addition, and as outlined in the 2016 South Coast Air Quality Management Plan, improved technology continues to reduce pollution levels in the area.

Noise

Noise consists of unwanted or disturbing sounds. The U.S. Department of Housing and Urban Development (HUD) establishes noise standards to "protect citizens against excessive noise in their communities and places of residence." For residential areas, exterior noise levels are considered generally acceptable if they do not exceed a 65-decibel day-night average sound level (dB DNL). Interior residential noise levels should generally not exceed 45 dB DNL.

The City of Inglewood is affected by two primary sources of noise: airport operations and vehicular traffic. In terms of airport noise, two of the Los Angeles International Airport's landing paths travel directly over the City of Inglewood generating sound that affects area residents. For the past several decades the Federal

Airport Administration (FAA) and Los Angeles International Airports have given the City over $400 million to purchase, demolish, or soundproof hundreds of homes. As of September 2019, 7,690 homes have been soundproofed. Soundproofing generally includes the installation of solid-core wood doors, double paned windows, as well as the installation of new air conditioning and heating systems. The City's Residential Sound Insulation Department administers these efforts. In addition, residents are encouraged to contact Los Angeles World Airports Noise Management to report excessive aircraft noise, short turns, low flying and after hour arrivals (midnight - 6:30 a.m.).

Roadways also increase levels of noise pollution within the City of Inglewood. In general, higher traffic volumes, higher speeds, and a higher percentage of trucks increase noise generated from a roadway. According to the Federal Highway Administration, highway noise levels may cause a noise problem for residents within approximately 500 feet from a highway, and the same is true within approximately 100 to 200 feet from less traveled roadways. Many homes in the City of Inglewood are located in close proximity to I-405, I-105, and other roadways that fall within these limits and may be affected by roadway noise.

Other Sources of Pollution

Based on CalEnviroScreen 3.0, the City of Inglewood has relatively low (good) percentile scores related to Drinking Water Contaminants, Pesticide Use, Clean-up Sites, Groundwater Threats, Hazardous Waste Generators and Facilities, Impaired Water Bodies and Solid Waste Sites and Facilities. This means that these pollutants are not a major source of concern in the City of Inglewood. However, the City has a combined Toxic Releases from Facilities percentile of 76, which means that it scores 76% higher for this indicator than other areas throughout California. This indicator is based on the U.S. Toxics Release Inventory (TRI), which tracks the management of certain toxic chemicals that can adversely affect health and the environment. Certain industries must report how each chemical is managed and/or released into the environment. The TRI data do not provide information on the public's exposure to these chemicals; rather, it reflects concentrations of modeled chemicals in the air over time. Due to the vast number of facilities using the identified chemicals throughout the metropolitan Los Angeles area, percentiles for this indicator are relatively high throughout the region.

C. Housing Affordability and Displacement

Housing displacement can occur when affordable housing is demolished to make way for new development and when communities with lower property values are converted into communities with higher values. Displacement can have positive and negative effects. Positive effects occur when physical and economic infrastructure improves the community as a whole, while negative outcomes occur when affordable housing is lost or unaffordable. Displacement is an environmental justice issue in that disadvantaged populations are particularly vulnerable and more likely to suffer its negative effects.

During the Community Workshop and Focus Group Meetings on the Environmental Justice Element in January and February of 2019, several residents indicated concern that rising property values and rents were forcing low-income and working class residents out of the community. However, in March 2019 the City of Inglewood adopted a Housing Protection Initiative to regulate rent increases and just cause evictions for certain covered residential rental units. Initially adopted as an interim emergency ordinance and later made permanent, the Initiative caps rent increases and provides relocation assistance for "no-fault" evictions.

Section IV: Goals and Policies

As the City's master plan for growth and development, the Inglewood General Plan is a broad policy document that sets forward how the City should evolve over time. It contains several elements, or chapters, that provide direction for land use and development decisions. Each element includes goals and policies related to specific topic areas. Goals are general statements outlining the City's values or intent for particular topics and are open-ended visionary expressions. Policies are statements that help guide the City's actions.

The Inglewood General Plan Environmental Justice Element sets forward goals and policies related to ensuring environmental justice in the City, particularly for disadvantaged communities. In adopting the Environmental Justice Element, the City has made a significant step forward in ensuring that decisions related to land use and development are made in an equitable manner and take into consideration the health and well-being of our most vulnerable populations.

The pages below outline the City's vision for key environmental justice topic areas. Each section includes an introduction to the topic, outlines key issues, and reviews the City of Inglewood's goals and policies related to that subject. The following topics are addressed:

1: *Meaningful Public Engagement*
2: *Land Use and the Environment*
3: *Mobility and Active Living*
4: *Access to Healthy Food*
5: *Healthy and Affordable Housing*
6: *Public Facilities*

1: Meaningful Public Engagement

The involvement of the public in decisions that affect their environment and quality of life is critical to any discussion of environmental justice. Residents and other stakeholders need to be aware of actions undertaken in a City that may have a lasting effect on them. In many cities, a small number of people are engaged in the City decision-making process with a large number not participating, because they were unaware of the issues, or lack the skills or abilities to be involved in a meaningful way. Environmental justice seeks to promote fairness in the public decision-making process by ensuring that all people, regardless of race, ethnicity, income, national origin or educational level, are informed and have the opportunity to express their viewpoints and influence environmental decisions.

As outlined in Section II, much of the City of Inglewood is considered disadvantaged due to a variety of socioeconomic and environmental factors. Disadvantaged populations are often disproportionately under-

represented in the decision-making process. Capacity building addresses the obstacles that some populations face in fully participating in decisions about environmental health. Disadvantaged populations in particular often lack the ability to effectively participate in environmental policy decisions. Some of the strategies available to build capacity include providing training to enable populations to access critical information and technical assistance to provide the skills to participate effectively.

During the Community Workshop and Focus Group meetings held on the Environmental Justice Element, residents were asked how the City can help disadvantaged persons become more engaged in the public decision-making process. Residents suggested a variety of methods including direct outreach, more and better use of technology and social media applications, as well as providing childcare at public hearings and other community events. Residents also indicated that greater effort should be made to involve the youth in civic affairs through outreach at schools, libraries, and colleges and other venues.

The City of Inglewood is committed to ensuring that all persons have the opportunity to participate in decisions that affect their environment, have their concerns considered in the process, and have the ability to influence decision making. In addition, the City is committed to taking appropriate actions to involve those affected by decisions. The City's overarching goal for Meaningful Public Engagement is as follows.

Goal: Residents and stakeholders who are aware of, and effectively participate in, decisions that affect their environment and quality of life.

Policies

Governance

- EJ-1.1 Ensure that all City activities are conducted in a fair, predictable, and transparent manner.
- EJ-1.2 Provide for clear development standards, rules and procedures consistent with the General Plan and the City's vision for its future.
- EJ-1.3 Conduct open meetings on issues affecting land use and the environment.
- EJ-1.4 Proactively engage the community in planning decisions that affect their health and well-being.
- EJ-1.5 Prioritize decisions that provide long-term community benefits.
- EJ-1.6 Periodically evaluate the City's progress in involving the broader community in decisions affecting the environment and quality of life.
- EJ-1.7 Coordinate outreach efforts between City Departments to avoid duplication and ensure that Inglewood community stakeholders receive notification and information.
- EJ-1.8 Educate decision makers and the public on principles of environmental justice.

Participation and Collaboration

- EJ-1.9 Promote capacity-building efforts to educate and involve traditionally underrepresented populations in the public decision-making process.
- EJ-1.10 Be aware of, and take measures to address, cultural considerations affecting involvement in the public realm.
- EJ-1.11 Conduct broad outreach on public hearings that affect the environment in languages used by the community.
- EJ-1.12 Inform the public on decisions that affect their environment using multiple communication methods, including traditional and online forms of communication.

EJ-1.13 Provide written notices and other announcements regarding key land use and development issues in English and Spanish where feasible. For all other materials, note that verbal translation assistance is available.

EJ-1.14 Offer interpretation services at key meetings and workshops on issues affecting the environment.

EJ-1.15 Consider offering childcare at key meetings and workshops on environmental issues affecting entire neighborhoods and the City as a whole.

EJ-1.16 Consider varying the time and date of key meetings and workshops, or holding multiple meetings and workshops, in order to ensure broad participation.

EJ-1.17 Seek feedback on public decisions through traditional and online forms of communication, such as website, email, mobile phone apps, online forums, and podcasts.

EJ-1.18 Partner with community-based organizations that have relationships, trust, and cultural competency with target communities to outreach on local initiatives and issues.

2: Land Use and the Environment

The key to quality of life is the ability to live in a healthful environment with clean air, potable water, nutritious food, and a safe place to live. However, the urban environment often brings environmental perils that can adversely affect our health. Environmental pollution has a major effect on the healthfulness of a community. Exposure to pollution occurs when people come into contact with contaminated air, food, water and soil, as well as incompatible noise levels. While it is important to reduce pollution in the environment for all residents, disadvantaged populations have traditionally borne a greater pollution burden than other communities. Likewise, sensitive populations within and around disadvantaged communities are more vulnerable to the effect of pollution than other populations.

During public meetings on the Environmental Justice Element, residents identified air pollution in general and noise associated with Los Angeles International Airport as being the most critical pollution issues facing Inglewood today. Other issues identified included air pollution caused by motor vehicles, dust emissions from construction sites, a proliferation of trash in the neighborhoods, and light pollution from digital signs. The City seeks to reduce the pollution burden faced by disadvantaged population and all sectors of the community as outlined in the following goal:

Goal: The community's exposure to pollution in the environment is minimized through sound planning and public decision making.

Policies

General Environmental Health

EJ-2.1 Incorporate compliance with state and federal environmental regulations in project approvals.

EJ-2.2 Work with other agencies to minimize exposure to air pollution and other hazards in the environment.

EJ-2.3 Ensure compliance with rules regarding remediation of contaminated sites prior to occupancy of new development.

EJ-2.4 Create land use patterns and public amenities that encourage people to walk, bicycle and use public transit.

EJ-2.5 Concentrate medium to high density residential development in mixed-use and commercial zones that can be served by transit.

EJ-2.6 Ensure that zoning and other development regulations require adequate buffering between residential and industrial land uses.

EJ-2.7 Regularly update IMC Chapter 12 Transportation Demand Management requirements to reflect current transportation technologies in support of alternative modes of transportation.

EJ-2.8 Encourage new development to reduce vehicle miles traveled to reduce pollutant emissions.

EJ-2.9 Work with the South Coast Air Quality Management District (SCAQMD), the Los Angeles International Airport (LAX) and other appropriate agencies to monitor and improve air quality in the City of Inglewood.

EJ-2.10 Implement and periodically update the City's Energy and Climate Action Plan to improve air quality and reduce greenhouse gas emissions.

EJ-2.11 Continue to enforce the City's Noise Ordinance to ensure compliance with noise standards.

EJ-2.12 Place adequate conditions on large construction projects to ensure they do not create noise, dust or other impacts on the community to the extent feasible.

EJ-2.13 Continue to reduce pollution entering the storm drain system through the incorporation of best management practices.

EJ-2.14 Encourage smoke-free workplaces, multifamily housing, parks and other community spaces in order to reduce exposure to second-hand smoke.

Residential Uses and Other Sensitive Receptors

EJ-2.15 Ensure that new development with sensitive uses minimizes potential health risks.

EJ-2.16 Ensure that new development with sensitive land uses is buffered from stationary sources and mitigated from non-stationary sources of pollution.

EJ-2.17 Require that proposals for new sensitive land uses minimize exposure to unhealthful air and other toxins through setbacks, barriers and other measures.

EJ-2.18 Work with the Inglewood Unified School District to minimize environmental hazards in and around educational facilities.

EJ-2.19 Educate residential property owners to retrofit their residential properties affected by adverse air quality or other toxins with air filters, ventilation systems, landscaping and/or other measures.

Industrial and Commercial Facilities

EJ-2.20 Work with significant stationary pollutant generators to minimize the generation of pollution through all available technologies.

EJ-2.21 Consider the effects on sensitive populations when building new roads, designating City-wide truck routes and siting industrial stationary sources.

EJ-2.22 Work with industry to reduce emissions through the use of all available technologies.

EJ-2.23 Work with companies that generate stationary source emissions to relocate or incorporate measures and techniques to reduce emissions.

EJ-2.24 Encourage the use of low emission vehicles in City and transit fleets.

EJ-2.25 Periodically review the City's truck routes to ensure they adequately direct trucks away from residential areas and other areas with sensitive receptors.

EJ-2.26 Ensure that truck-dependent commercial and industrial uses incorporate the latest technologies to reduce diesel emissions.

EJ-2.27 Enforce the state's 5-minute maximum idling limitation for sleeper diesel trucks and trucks with a gross vehicle weight rating over 10,000 pounds.

3: Mobility and Active Living

Opportunities for physical activity are critical for bringing equity to disadvantaged communities. The built environment plays a large role in determining whether communities have opportunities for physical activity, which in turn have an extremely large impact on health. People can develop a range of health issues without places to walk, play, and exercise, and disadvantaged communities can be impacted by fewer public investments in such facilities and infrastructure. This means there are often less opportunities for formal and informal recreation. A high level of physical activity in a community is directly related to the built environment through having places that encourage walking, biking and other forms of exercise such as parks, trails, open space, urban green spaces, and active transportation networks. Increased mobility options, green spaces, and recreational facilities will provide critical links and opportunities for active living in Inglewood.

At the Community Workshop and Focus Group Meetings held during the preparation of this Element, Inglewood residents noted that while the City is improving in bicycle and pedestrian friendly infrastructure, there is a need for far more safe places and to bike and walk. Residents identified concerns regarding bicycle lanes due to the close proximity of heavy, faster moving traffic, and in certain areas of the City sidewalks are torn up from tree roots and other damage, and in some areas, particularly on the east side of the City, there is a lack of sidewalks. More investment is needed in pedestrian and bicycle infrastructure. Implementation of the City of Inglewood's First/Last Mile Plan (2019) and Active Transportation & Safe Routes to School Plan will provide a bike boulevard and the addition of more bicycle lanes citywide where there is adequate right-of-way space.

In addition, residents identified a lack of public facilities and parks for athletics, including baseball/softball fields, track fields and other active recreational facilities. Many go outside the community to access active recreation and play fields. According to the Inglewood Health Profile prepared by Los Angeles County in 2018, Inglewood's available recreational space is less than one acre per 1,000 residents, which is far less than Los Angeles County, which is 8.10 acres per 1,000 residents. The best performing community in Los Angeles County provides over 50 acres of recreational space per 1,000 residents. The stark difference plays a critical role in the health and wellness of Inglewood's residents, and the City will continue to explore active recreation opportunities within the City, including the acquisition of additional property for parks, open space, and recreation centers, as well as joint use opportunities with schools.

Finally, urban greening can significantly contribute to the promotion of physical activity through the beautification of existing streets, trails, and walkways, and through new infrastructure, such as community gardens. Separate from traditional recreational facilities, urban green spaces allow areas for informal and formal recreation. Urban greening also has environmental benefits by reducing heat absorption, providing storm water management, and improving air quality. There are community-based planning efforts that have occurred and are underway that identify specific corridors in Inglewood for increased tree canopy and specific sites in the City for passive open spaces and community gardens. Increasing partnerships with these community groups and making these planning efforts part of the City's implementation priorities will further urban greening in Inglewood.

Goal: A community that promotes physical activity and opportunities for active living.

Policies

Access and Connectivity

EJ-3.1 Support walking and bicycling by encouraging Complete Streets (bike lanes, traffic-calming measures, sidewalks separated from the roadway with tree planted landscaping), where feasible in the right-of-way, particularly in neighborhoods, Downtown, in transit-oriented districts.

EJ-3.2 Facilitate pedestrian and bicycle access to parks and open space through infrastructure investments and improvements.

EJ-3.3 Partner with the Inglewood Unified School District and non-profit organizations to improve access to bicycles, helmets, and related equipment for lower income families.

EJ-3.4 Require the provision of on-site bicycle facilities in new large-scale development projects.

EJ-3.5 Partner with transit agencies to ensure that parks and recreational facilities are accessible to low-income and minority populations.

EJ-3.6 Provide safe, interesting and convenient environments for pedestrians and bicyclists, including inviting and adequately lit streetscapes, networks of trails, paths and parks and open spaces located near residences, to encourage regular exercise and reduce vehicular emissions.

EJ-3.7 Encourage new specific plans and development projects be designed to promote pedestrian movement through direct, safe, and pleasant routes that connect destinations inside and outside the plan or project area.

EJ-3.8 Support implementation of the City's Active Transportation Plan to create a network of safe, accessible and appealing pedestrian and bicycle facilities and environments.

EJ-3.9 Employ appropriate traffic calming measures in areas where pedestrian travel is desirable but is unappealing due to traffic conditions.

Urban Greening

EJ-3.10 Identify and implement specific green infrastructure projects in Inglewood.
EJ-3.11 Encourage the planting of street trees and other landscaping in the public right-of-way and other public spaces.
EJ-3.12 Identify vacant lots and underutilized public land that can be used for neighborhood-run community gardens.

4: Access to Healthy Food

Goal: Healthy, affordable and culturally appropriate food is readily available to all members of the community.

To ensure the health and well-being of a community, it is essential that all community members have access to healthy food. This means having proximity and ability to travel to a food source that offers affordable, nutritionally adequate, and culturally appropriate food. Ensuring adequate food access is challenging in many communities in California. Low-income areas often lack supermarkets with a large selection of healthy foods. As a result, many residents in California, including Inglewood, do not have access to nutritional foods, which in turn exacerbates public health challenges.

During the outreach conducted as part of the planning process for this Element, members of the Inglewood community communicated their thoughts and concerns about food access. Participants felt that healthy and affordable food was not easily accessible in Inglewood – it exists but is not easily found. Many regularly travel to neighboring cities (Manhattan Beach, Westchester, Torrance, and Culver City) to get to a market they like. There are areas of the City, particularly in the east side of the City, that lack markets or grocers with fresh produce. According to the Inglewood Health Profile prepared by Los Angeles County in 2018, only 64% of residents live close to a grocery store (within one-half mile or less). Workshop participants explained that there are some small, local grocers who provide fresh food with organic options, but they are not well known, nor well-advertised. Others expressed that fresh food options are simply not affordable, which further facilitates residents' choices to eat at the abundance of low-cost fast food restaurants in the community. Overall, there is a need for more affordable, fresh food within convenient walking distance to the residents of Inglewood. Participants feel that the City is lacking in grocery

stores that offer healthy choices, including organic and non-GMO food, and markets that accept CalFresh and EBT cards.

For several years, a monthly certified Farmers Market was held in Downtown Inglewood on Market Street and Manchester Boulevard that was organized and facilitated by a community organization and the City of Inglewood. This market closed in 2017. Many residents expressed the need for a local farmers market similar to those in Torrance and Culver City. Local farmers' markets provide fresh produce to community residents, support small farmers, serve as community gathering places, and revitalize community centers and downtown areas. Local governments can promote healthy eating and active living in their communities by supporting local farmers' markets. Land use policies and supportive regulations can help create opportunities for one or more farmers' markets to return to Inglewood and ensure their long-term viability. In an effort to further facilitate farmers markets, in 2013 the City adopted a code amendment to allow farmers markets in the Civic Center zone, by right.

Goal: Healthy, affordable and culturally appropriate food is readily available to all members of the community.

Policies

Affordable and Nutritious Food

EJ-4.1 Address whether zoning allows providers of fresh produce (grocery stores, farmers markets, produce stands) to locate within three-quarters of a mile of all residences in the City.

EJ-4.2 Encourage the development of healthy food establishments in areas with a high concentration of fast food establishments, convenience stores, and liquor stores. For example, through updated Zoning regulations, tailor use requirements to encourage quality, sit down restaurants, in areas that lack them.

EJ-4.3 Encourage healthy food options at all municipal buildings and at City events where food is made available by the City.

EJ-4.4 Maximize multimodal access to fresh food by encouraging grocery stores, healthy corner stores, and outdoor markets at key transit nodes and within new transit-oriented development projects.

EJ-4.5 Allow farmers' markets to operate in the City where appropriate.

EJ-4.6 Encourage existing liquor stores, convenience stores, and ethnic markets located in or within one-half mile of residences to stock fresh produce and other healthy foods.

EJ-4.7 Promote the use of food assistance programs at farmers' markets.

EJ-4.8 Further study and address the location and amount of fast food restaurants in the City and develop land use regulations that limit fast food retailers where there is an overabundance.

EJ-4.9 Promote city-wide messaging about healthy eating habits and food choices.

EJ-4.10 Review applications for off-sale alcohol licenses to ensure that over concentrations of off-sale alcohol do not occur in or near residential areas.

Urban Agriculture

EJ-4.11 Encourage and simplify the process of developing community gardens within or adjacent to neighborhoods and housing development sites.

EJ-4.12 Through updated zoning regulations, allow community gardens as an amenity in required open space areas of new multifamily and mixed-use development projects.

EJ-4.13 Explore opportunities for community-supported agriculture within the community.

EJ-4.14 Identify properties, vacant and developed, that are suitable for community gardens, and work with landowners to determine interest and availability.

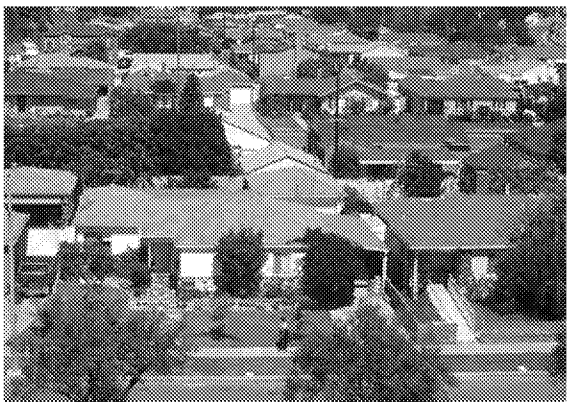
EJ-4.15 Facilitate the installation of community gardens at senior centers, particularly those that provide meals to seniors.

EJ-4.16 Educate the public on how to grow and maintain a private or community edible garden.

5: Healthy and Affordable Housing

Housing affordability is a major concern for many Los Angeles County residents. Housing constitutes the single largest monthly expense for most people, and among homeowners, their homes are often their largest financial assets. Given the high cost of housing in Los Angeles County, many residents spend a sizable portion of their incomes on housing.

As outlined in Section III, the term "severe housing burden" is defined as housing expenses totaling 50% or more of monthly income, and housing burden disproportionately affects low-income individuals, renters, and disadvantaged communities. Housing burden can negatively impact health by causing significant stress and limiting the amount of money people have available to spend on other necessities, such as food, healthcare or recreation. The City of Inglewood has a history of supporting and providing affordable housing for Inglewood residents, nonetheless rental rates in Los Angeles County are continuing to rise and although the City of Inglewood still has lower rents than comparably sized cities in the region, the ability of some residents to pay is decreasing significantly. According to the Inglewood Health Profile prepared by Los Angeles County in 2018, 65% of Inglewood residents rent their homes, compared to only 56% county-wide. In addition, 30% of households in Inglewood experience a severe housing burden, which is also more than the Los Angeles County average.



At the Community Workshop and Focus Group Meetings held for this planning process, increasing rents and housing burden was the most critical issue, and residents are increasingly being priced out of Inglewood. Providing protections for low-income renters, particularly as property values and rents in Inglewood continue to increase, is a top priority for the City. As such, in 2019 the City implemented rent stabilization and just cause eviction ordinance.

The high cost of housing can also affect health by limiting housing choices for lower income residents to less healthful units. Living in poor quality housing can increase exposure to environmental hazards, such as lead, molds, and vermin. Lead exposure during childhood is a particular concern as it can adversely impact brain development.

Exposure to molds and cockroaches can worsen underlying respiratory conditions, such as asthma in children. In addition, much of the housing in Inglewood may be next to or near sources of pollution, such as the I-105 and I-405 freeways and the Los Angeles International Airport, further impacting air quality and producing high noise levels.

Goal: A City with safe and sanitary housing conditions and affordable housing options.

Policies

Housing Conditions

EJ-5.1 Investigate incorporating a healthy homes inspection into existing code enforcement inspection procedures to identify and require remedy of pollutants.

EJ-5.2 Ensure new residential building and site design provides good moisture control through proper site drainage, roof drainage, natural ventilation (and mechanical where necessary), and sound plumbing systems.

EJ-5.3 Identify funding for education and remediation of lead and other housing hazards to benefit low-income families.

EJ-5.4 In addition to the requirements of the Building Code, encourage the use of green, healthy building materials that are toxin free in residential construction.

EJ-5.5 Raise awareness about how to minimize risks associated with lead-based paint.

EJ-5.6 Educate and/or provide resources for weatherization measures that can improve housing conditions and reduce mold.

EJ-5.7 Support collaborations between public health professionals, environmental health inspectors, and building departments to connect clients with professionals who can assess and address multiple aspects of housing that affect health and safety.

EJ-5.8 Promote efficient public outreach programs to enhance the rehabilitation of substandard housing.

EJ-5.9 Utilize federal, state, local and private funding programs offering low interest loans or grants, and private equity for the rehabilitation of rental properties for lower income households.

Housing Affordability and Displacement

EJ-5.10 Encourage the retention of rent stabilization and just cause eviction policies in the City.

EJ-5.11 Promote equitable transit-oriented development that includes both affordable and market rate housing.

EJ-5.12 Support the development of housing to meet the needs of large households.

EJ-5.13 Support programs to prevent against violation of tenants' rights through education and outreach.

EJ-5.14 Study and assess the efficacy of a variety of additional anti-displacement strategies, and implement selected strategies, to maintain and increase the availability of affordable housing:

a. Inclusionary zoning – create requirements to promote the construction of affordable housing in conjunction with market-rate development.

b. No net loss of affordable housing (within one-half mile of Metro Light Rail Stations – both income restricted and existing affordable housing based on 2020 Inglewood rental levels).
c. Jobs-housing linkage fees.
d. Value capture strategies - create a fund that leverages developer fees and other fees to fund new affordable housing projects.
e. Developments dedicated to affordable and workforce housing, including limited-equity housing cooperatives, community land trusts, nonprofit-run housing, or city-owned lands that provide affordable housing.

6: Public Facilities

State law defines "public facilities" as public improvements, services and community amenities that benefit the community. They include facilities such as streets and roads, government buildings, schools, and public open space. Public improvements and programs also benefit the community and include amenities such as new development projects, recreation programs, and streetscape improvements. Public facilities are often directed to more affluent areas of the community where residents typically have a greater say in decisions that affect their environment. Disadvantaged communities have traditionally had fewer public investments in their neighborhoods, and also less access to public decision makers who decide where new facilities are placed.

At the Community Workshop and Focus Group meetings held for the Environmental Justice Element, residents indicated that there aren't enough parks, community centers and active recreation centers, particularly those that are free of charge and with restroom facilities. In fact, some residents stated they frequent community centers in nearby cities. In addition, residents addressed programming needs and identified the need for more and better youth programs, affordable daycare and mentorship programs. Finally, residents identified the need for facilities outside the direct control of the City, such as hospitals and better schools.

SB 1000 calls for cities and counties to develop policies and programs that prioritize facilities that benefit disadvantaged communities. In evaluating a new public facility, the jurisdiction should ensure it has a measurable benefit to the community and address whether it is particularly advantageous to disadvantaged communities. As such, the City of Inglewood's goal related to Public Facilities is as follows.

Goal: Adequate and equitably distributed public facilities are available in the community.

Policies

EJ-6.1 Ensure the City provides equitable public improvements and community amenities to all areas of the City.
EJ-6.2 Prioritize the City's capital improvement program to address the needs of disadvantaged communities.
EJ-6.3 Plan for the future public improvement and service needs of underserved communities.
EJ-6.4 Provide a park system that provides all residents with access to parks, community centers, sports fields, trails and other amenities.

EJ-6.5 Acquire additional property for active recreational activities (e.g., sports fields, tracks) for use by Inglewood residents.

EJ-6.6 Provide ongoing infrastructure maintenance in existing residential neighborhoods through the capital improvement program.

EJ-6.7 Require that new development pays all applicable development fees to ensure it pays its fair share of public facilities and service costs.

EJ-6.8 Ensure that new public facilities are well designed, energy efficient and compatible with adjacent land uses.

EJ-6.9 Work with the Inglewood Unified School District to analyze joint use agreements at local schools to enable recreational fields to be used by the community after school hours.

EJ-6.10 Coordinate with the Inglewood Unified School District, transit agencies and other public agencies to provide adequate public facilities, improvements and programs to the City of Inglewood.

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Appendix A

City of Inglewood
Environmental Justice Element

Community Workshop – Small Group Meeting Notes and Sign-In Sheets
January 17, 2019, 6:00 – 8:00 PM
Inglewood City Hall, 1st Floor Community Meeting Room

Group 1
Facilitator: Eneida Talleda, T&T Public Relations

1. *What would help disadvantaged persons in the City of Inglewood get engaged in the public decision-making process?*
   - Make presentations at Senior Centers.
   - Reach out to youth at schools and libraries.
   - Reach out better to younger generations.
   - Outreach to schools and at schools and colleges.
   - Peer-to-peer outreach and training.
   - Use technology more for communications.
   - Use Nextdoor app.
   - Put notifications in grocery stores, schools.
   - This group heard about this community meeting mostly from utility bill inserts, but also from Eye on Inglewood, City website, Nextdoor.com, Council member newsletters, and emails.

2. *What areas of the City have pollution and how could this be improved?*
   - Flight path is affected by diesel pollution and noise. The City needs to expand sound insulation area and adhere to time restrictions for air traffic.
   - Air pollution from traffic is bad and getting worse.
   - Low quality appliances in apartment complexes.

3. *What barriers to mobility exist in the City and how could these be improved?*
   - Sidewalks are torn up from tree roots and other damage.
   - Dangerous to ride bikes because of cars. Educate drivers about bicyclists on billboards.
   - Look at Disneyland for potential mobility solutions.
   - Use police trainees to enforce traffic laws and calm traffic.
   - Have a bus or shuttle system that takes residents to specific destinations.
   - Parking is constrained.
   - Carshare program (Blue LA) is a potential solution.
   - Buses in the City are not safe.
   - The City needs its own transit system.

4. *Is affordable and healthy food readily available in the City of Inglewood? If not, how could it be improved?*
   - Fresh food is not within convenient walking distance.
   - Fresh food options are not affordable.
   - We need a farmer's market.
   - We need to go outside Inglewood for a quality market.
   - Inglewood needs a Trader Joe's, Fresh and Easy, and/or Whole Foods Market.
   - There should be a fresh food program for schools which could feature Harvest of the Month, for example.

5. *What are the major issues regarding safe and affordable housing in the City of Inglewood?*
   - Rapidly increasing rent is causing people to leave, especially the younger people, they're just not staying.
   - Bring back the first-time homebuyer program and give priority to existing Inglewood residents. Create a "legacy ownership" program for residents and their direct descendants/family members.
   - The City needs rent control.
   - The City needs more police patrols.
   - We need better quality appliances in multi-family apartments.
   - Wiring in the right-of-way appears dangerous.

6. *What public facilities, improvements or programs are needed in underserved areas of the City?*
   - Parks need improvement and more youth programs.
   - Inglewood needs more hospitals.
   - The City needs a special event information center so residents can see what's coming up and avoid high-traffic areas – website posting, hotline, app with notification to phone, etc.
   - Affordable daycare is needed.
   - The community needs a bowling alley and entertainment.
   - Trash needs clean-up. There is a lot of trash in the city.
   - We need better schools.
   - Traffic calming is needed, such as speed bumps on Kelso Street and Eucalyptus Avenue.

Group 1 Ranking of Issues:

1. Mobility
2. Pollution – including trash around the city
3. Housing
4. Public engagement and Facilities (tied)
5. Food

Group 2
Facilitator: Jean Ward, Civic Solutions

1. *What would help disadvantaged persons in the City of Inglewood get engaged in the public decision-making process?*
   - Getting on email lists for City Council members is best way to receive information in the City.
   - Local newspapers and Council newsletter provide a lot of information.
   - Non-profit organizations and churches also provide information.
   - As a resident, you should reach and get yourself involved.
   - Information from the City is shared well, but when the community vision does not align with the City's, dissenting groups are not heard.
   - The City needs to do more door-to-door reaching out so people aren't intimidated to speak up; the Council should get out into the community more.
   - The Mayor's Facebook questionnaire (reached by a link on the City's website) about rent increases of 25% or more is a great way to reach out. However, there were few who responded.
   - This group heard about this community meeting from Eye on Inglewood, Council member newsletters, and Uplift Inglewood.
2. *What areas of the City have pollution and how could this be improved?*
   - The Clipper's arena and Forum area have a huge increase in traffic and pollution from traffic. Rents are also skyrocketing.
3. *What barriers to mobility exist in the City and how could these be improved?*
   - The City needs more bicycle infrastructure. It's not very safe everywhere. More bike lanes are needed.
   - Traffic problems are a major issue to mobility in the City.
4. *Is affordable and healthy food readily available in the City of Inglewood? If not, how could it be improved?*
   - No concerns with access to healthy food.
5. *What are the major issues regarding safe and affordable housing in the City of Inglewood?*
   - The City needs rent control. People are unaware of their rights as renters.
   - Rent control is a huge issue citywide, but speculation arounds the Rams stadium is a major problem with corporate buyouts of apartment buildings and rents increasing by over 100%.
   - The City needs policies in place to stop corporate speculation.
   - This issue of housing and rent stabilization will change the face of Inglewood and we need an ordinance to cap rent increases.
   - People are leaving Inglewood due to rent increases.
   - Because of the housing issue, people in Inglewood have less and less disposable income, and are therefore spending less money on food, recreation, doctors, exercise, etc., which dramatically affects their health.
   - Overcrowding is also an issue, and there is an increase in the spread of diseases due to overcrowding.
   - Rents are increasing the most near the stadium.
   - Developers of new projects needs to pay their fair share, including providing low income housing in new projects and providing other community amenities and benefits.
   - The City needs to stand up for just-cause eviction and invest in more affordable housing.

6. *What public facilities, improvements or programs are needed in underserved areas of the City?*
    - The community needs a mentorship program for inner-city youth. This program would focus on study skills, making good life choices, entrepreneurship, provide field trips to other communities to expand ideas and see other ways of living. This could be provided through the City's Parks and Recreation Department. People are ready to start these programs.
    - Gangs are still part of this community. More youth diversion programs are needed. The Social Justice Learning Institute (SJLI) has such programs, but more are needed.
    - The City should require large development projects to fund these programs through community development agreements.
    - Many public facilities in the community are "pay to play". Community centers are free to residents, but there is no free track for youth track groups. The community needs a track, more active recreational facilities, and more community centers.
    - The senior centers in the City are good, as well as transportation for seniors (shuttles, etc.).
    - The City needs to create a position for a "Healthy Fitness Commissioner," who could oversee new programs.

Group 2 Ranking of Issues:

1. Housing – Rent control
2. Facilities and Programs – Recreational facilities, especially a running track, a mentorship programs for inner-city youth, and a Healthy Fitness Commissioner
3. Pollution – Traffic, especially near the major improvements (i.e., Forum and stadium)
4. Mobility – More bike lanes and connections are needed

Group 3
Facilitator: Phyllis Tucker, T&T Public Relations

1. *What would help disadvantaged persons in the City of Inglewood get engaged in the public decision-making process?*
   - Get more information to people on how they can get engaged – commissions, utility bill inserts.
   - Create more access points and go to where people are.
   - Provide child care for disadvantaged, such as opening the library while parents are at meetings.
   - Offer giveaways such as incentives, prizes, food, etc.
   - Go to the people instead of them coming to you, such as going out to community centers and making announcement in local churches.
   - Work through school districts and organizations that work with students and children.
   - Work with senior centers and places that work with seniors.

2. *What areas of the City have pollution and how could this be improved?*
   - Incentivize block clubs to get involved in clean up in their neighborhoods.
   - Increase in tourism is likely to result in more trash and exacerbate noise and traffic.
   - The City needs stronger enforcement or better regulations governing where pets are allowed to be. For example, allowing pets to sit in shopping carts in the supermarket is unhealthy and could lead to serious health concerns for other people.
   - We need increased greenspace and more access to open space, such as parks, more trees, etc.
   - The airport is a major source of pollution with the noise and jet exhaust, which causes paint on cars to peel.
   - Noise is an environmental problem for people who have kids. It interrupts sleep patterns and makes people angry.
   - The City needs more trach cans. There is trash and litter at bus stops.
   - Retail owners (supermarkets, restaurants, etc.) need to clean up and provide more landscaping and trash bins. There should be more code enforcement.

3. *What barriers to mobility exist in the City and how could these be improved?*
   - We need more public transportation and a greater reliance on public transit (shuttle, metro).
   - The City needs to double down on "First/Last Mile" strategies and provide more access to transit (bus and rail), encourage walking and fewer car trips.
   - Everything costs money and transportation in all forms is too costly. Government doesn't always have money; however, funds are available through cap and trade and grants that are earmarked for transit.
   - Automobile drivers do not like bicycles and this is a disincentive for bike riding. Drivers make it dangerous for bicyclists to use the road. The City needs to invest in bike infrastructure.
   - Choices are limited for making basic decisions about getting from place to place such as what mode of transportation to take for daily activities, availability of options, convenience, routes, wait times. If a person wanted to walk or take transit to the grocery store, it would be a huge inconvenience because of cost and time.
   - Many streets are not walkable. Crosswalks are limited and can be dangerous to cross, uneven sidewalks need repair, and cars go way too fast.

4. *Is affordable and healthy food readily available in the City of Inglewood? If not, how could it be improved?*
   - There is a need to increase programs like Meals on Wheels.
   - We should have more community gardens, rooftop and urban gardens.
   - Educate the public on what we can do, such as how to grow and maintain a community garden.
   - Educate people about health risks such as diabetes, that they are more likely to incur due to poor eating habits
   - More funds should be dedicated to promoting more events similar to what the Social Justice Learning Institute (SJLI) is doing.
   - The City needs more grocery stores that offer choices, including organic and non-GMO food, and that accept CalFresh and EBT cards.
   - The City needs more choices of food and grocery stores overall.

5. *What are the major issues regarding safe and affordable housing in the City of Inglewood?*
   - There is too little affordable housing.
   - Low income families are being pushed out through gentrification.
   - The City needs more safe shelters for the homeless population.
   - The City needs rent control.
   - Without affordable housing and rent control, the homeless population increases.

6. *What public facilities, improvements or programs are needed in underserved areas of the City?*
   - We need more community centers like the Inglewood Senior Center, and something for every demographic.
   - We need more youth facilities in every district.
   - The City needs improved police facilities.
   - We need better trash pickup.
   - The City needs more parking.

Group 3 Ranking of Issues:

1. Pollution
2. Safe and affordable housing
3. Barriers to mobility, affordability and healthy food, public facilities (tied)
4. Engagement

Group 4
Facilitator: Mary Wright, Civic Solutions

1. *What would help disadvantaged persons in the City of Inglewood get engaged in the public decision-making process?*
   - Not having to work two jobs.
   - The majority of disadvantaged people don't have seat at table.
   - 200 Block Clubs – present information to Block Club – they share information.
   - Block captains have meetings in districts – all districts should have them.
   - District 4 formed a separate group. Neighborhood association (her Block Club just has a few apartments in it but the neighborhood association does well and they share information) (Century Heights).
   - Council "Town Hall Meetings" are good.
   - Use social media for engagement.
   - Want other vehicles to get it out – want central location so all are clued in to what's going on. City needs to take responsibility to do this.
   - The City should do Public Service Announcements (PSAs) on digital billboards, and publish in the newspaper too.
   - City Council meetings are now on video to watch on the computer.
   - City Council meetings not conducive to public input. The time for speakers is short and they don't input into City business.
   - This group heard about this community meeting from water bill inserts, district newsletter, and Inglewood news on Facebook.

2. *What areas of the City have pollution and how could this be improved?*
   - There is pollution around the stadium. There is dust from the stadium and watering doesn't work. The Air Quality Management District (AQMD) needs to conduct a site visit.
   - Good Neighborhood Program – a couple areas around stadium construction site are given resources to clean homes/cars but it's limited.
   - There should be gift cards for local residents to buy air filters, get car washes, and get the vents cleaned.
   - There is also dust from Metro construction and are cracks in buildings from Metro construction.
   - Apartments in South Inglewood, which is mostly apartments, have smaller setbacks and less landscaping.
   - There is noise pollution from the airport.
   - Air pollution going to get worse from extra traffic from events at the new venues.
   - The Playa Vista development will incur traffic and decrease air quality too.

3. *What barriers to mobility exist in the City and how could these be improved?*
   - Major changes in infrastructure are needed for bicycle and pedestrian improvements.
   - The City needs more bicycle infrastructure, curb cuts, etc.
   - There should be areas where no cars are allowed, such as Market Street.
   - We want electrical scooters and rental bikes. The City should proactively allow scooters.
   - There are State restrictions on biofuels (vegetable oil). The City should take the lead and lessen restrictions for personal use.

- There are few curb cuts for bike, strollers, and wheelchairs.
- There is a lack of sidewalks from La Tijera Boulevard to Sepulveda Boulevard, and no sidewalk by 7-Eleven.
- You can't walk to the Hendry Metro stop (Crenshaw line southwest bound).
- There needs to be a way to the airport (three-quarters of a mile are not connected but a people mover is coming).

4. *Is affordable and healthy food readily available in the City of Inglewood? If not, how could it be improved?*
   - Food access is better in the last ten years, but it could be better.
   - Inglewood lost the farmer's market, and we want a new one (maybe at Market Street or at the Forum).
   - People like Torrance and Culver City farmers markets.
   - Farmers markets need community support!
   - Have community gardens at places such as Hyde Park Library and La Tijera School.
   - We don't have CO-OP community garden, and have to be careful about soils for community gardens as there was a lot of former oil.
   - 63% of people in Inglewood live in apartments, and should have access to crates for community gardens.

5. *What are the major issues regarding safe and affordable housing in the City of Inglewood?*
   - Rents are too high!
   - The City needs rent control.
   - Rents (residential and business) are increasing exponentially.
   - Property values and rents are going up, and incrementally added taxes add up.
   - Lots of investors are buying up buildings on the same block.
   - A lot of owners are fixing up their places for Airbnb, but Inglewood just implemented new restrictions.
   - Rentals should be earthquake safe and have other safety measures; many apartments need to standard.

6. *What public facilities, improvements or programs are needed in underserved areas of the City?*
   - District 4 has no community room.
   - Inglewood needs a community center (people go to the Carson or Lawndale community centers).
   - We do not have enough libraries and community centers.
   - The amphitheater was upgraded, but it needs shade.
   - The Fox Theatre should be renovated. The owner is holding off for the best offer.
   - The City needs to support and help the homeless. Do we have winter shelters? There are a lot of homeless at Darby Park and the police keep order.
   - Public safety is important too!

Group 4 Ranking of Issues:

1. Affordable housing
2. Pollution – Dust from stadium and Metro creating problems
3. Mobility – Make rail accessible and provide infrastructure for biking and walking and street calming
4. Community engagement – Use billboards to get the word out; we keep meeting and nothing gets done
5. Public facilities – Need more green places and a greening plan
6. Healthy food – Bring back a farmer's market

Group 5
Facilitator: Wanda Flagg, T&T Public Relations

1. *What would help disadvantaged persons in the City of Inglewood get engaged in the public decision-making process?*
   - Need real job training programs as well as financial literacy training for youth and families.
   - The community is uniformed and misinformed. The City should do better to disseminate information.
   - The majority of the City is renters, but information doesn't flow to renters as it does to property owners in utility bills.
   - Inglewood renters can access information on Eye on Inglewood, if they are set up on Facebook.
   - Sources of information are also Inglewood Today magazine and City text alerts if residents know how to sign up for them.
   - There should be mobile council meetings and civics lessons taught in schools.
   - There needs to be community benefit agreements for all large corporations that do business in Inglewood – "fee" not tax on every ticket or a "good neighbor agreement".

2. *What areas of the City have pollution and how could this be improved?*
   - Expand the noise pollution abatement program to the north and south of current area
   - There is air pollution and overabundance of particulates from the airport.
   - Need vehicle emissions solutions and better ways to get across the City – maybe electric trams on main corridors.
   - There is light pollution and digital distractions. New over-sized billboards are not good additions.
   - Knowledge of trash collection rules/practices is a serious issue in neighborhoods with large numbers of apartment complexes, especially for large item pick-up.
   - Screens on storm drains are not cleared causing water and debris to back up.

3. *What barriers to mobility exist in the City and how could these be improved?*
   - Poor street conditions – a lot of pot holes cause damage to cars and lead to traffic accidents.
   - There is a lack of lighting and issues with visibility and safety.
   - Parking restrictions need to be enforced.
   - There needs to be better traffic flow management, especially during construction and events.
   - The City needs sidewalk improvements for pedestrians, such as repairs due to tree roots.
   - The City needs low cost and low/no emissions transportation in all areas, not just downtown.
   - The City needs better and repainted parking spaces.
   - There needs to be sensitivity to wheelchair access.

4. *Is affordable and healthy food readily available in the City of Inglewood? If not, how could it be improved?*
   - Healthy and affordable food is not easily available.
   - We need a community garden with a farmer's market attached.
   - The City should encourage health conscious food establishments (locally owned if possible).
   - There are areas of the City that don't have markets – we need markets in every district and better access to fresh produce.
   - Encourage minority-owned businesses to join forces to establish a co-op with City incentives (from "good neighbor policy").
   - Have area restaurants conduct cooking classes and teach life skills.

5. *What are the major issues regarding safe and affordable housing in the City of Inglewood?*
   - There is not enough affordable housing for working-class residents, who are not low income.
   - The City needs rent stabilization. We need to look out for "Mom & Pop" landlords, not outside influencers.
   - Promote affordable housing and development with new product to incentivize rent stabilization (both residential and commercial).
   - Diversify the housing stock to give people stepping stones to ownership.
   - Expand current TOD housing so TOD is not specific to one corridor and develop incentives.
   - Make sure new development is in sync with the aesthetics of the area.
   - Starting with corporate buyers, City must establish a quantity of units required to be affordable.
   - Better parking is needed overall.
   - First-time homeowners' program for long-time residents are needed.

6. *What public facilities, improvements or programs are needed in underserved areas of the City?*
   - Youth engagement programs and community centers are needed, as existed in years past.
   - There are no softball programs for girls!
   - Professional teams should be required to adopt schools.
   - All the playing fields at city parks need to be redone and improved (lighting, etc.).
   - Teachers and counselors at in IUSD deserve/need equitable pay
   - There should be etiquette and self-esteem programs.
   - Pocket parks with bathroom facilities are needed.
   - Council meetings should be in the evening only, with mobile meetings in neighborhoods.
   - Reinstate the mobile assistance program (tires, battery jump).
   - What is the long-term plan for expansion of LAX?
   - Establish a performing arts venue and programs.
   - Educate the communities through outreach on civic engagement and opportunities.
   - We should have more movies in the park.
   - Engage more residents in communal activities, i.e. working together on the City of Inglewood Rose Parade Float.
   - We need free Wi-Fi citywide.
   - With new hotel development, establish hospitality training so residents can be equipped to fill those new jobs.

Group 5 Ranking of Issues:

1. Housing
2. Public Facilities and Programs
3. Other issues tied

Appendix B

City of Inglewood
Environmental Justice Element

Focus Groups Summary Report

Meeting Notes

February 26, 2019
Inglewood City Hall, 1st Floor Community Meeting Room
Focus Group 1 – English-language Group | 4:00 – 6:00 PM
Facilitator: Phyllis Tucker, T&T Public Relations

Participants:

Name	*Rent or Own*	*Years in Inglewood*	*Inglewood District*
Alma	*Own*	*50*	*1*
Sabra	*Rent*	*3*	*4*
Rechenda	*Own*	*20*	*1*
Adissa	*Own*	*20*	*1*
Centhia	*Own*	*20*	*4*
Philistia	*Own*	*55*	*4*
Diane	*Own*	*39*	*1*
Amber	*Own*	*35*	*2*
Juanita	*Own*	*40*	*4*

General Questions

7. *What changes have you seen in your community over the past 5 or 10 years? How about just the last 2 years?*
   - More dogs (more dog feces on streets), more trash on street.
   - A lot more wildlife – possums, racoons, coyotes.
   - A lot more parking issues. Before you could park anywhere and now lots of people living in their cars on the streets.
   - A lot more homeless people.
   - Wildlife coming from all of the construction and tearing down of buildings.
   - Crime issue has gone down in District 2. Close to Don Lee Farms (food production). They are good about working with neighbors about adjacency issues – improvements with trees, lights, safety issues.
   - One of the changes is a result of personal involvement in the community and neighborhood.
   - Get to know your Council members.
   - A lot more cars on the residential blocks. Everyone parks on the street. Parking is really bad. Nobody uses their garages.

- Why are there so many 99 cent stores? Why does Inglewood have only crummy stores instead of nice stores? More and more bad stores have been coming. There is no nice market. Retail development is less desirable in Inglewood.
- Once the stadium is built, there are going to be nice stores and a nice hotel.
- Folks need dollar stores but still would like to have nice stores as well.
- Fixing the streets has improved, but a lot more traffic coming down neighborhood streets. Traffic has gotten worse. Homelessness has gotten worse.
- Parking is terrible. Families are double and triple parked on dead-end streets. These are renters, not owners.
- Many people buying homes or moving out and renting them out for special needs. Many homes for foster kids, and recovery facilities (alcohol and drugs), which is sometimes scary since you don't know them, and they are on medication and recovering. Folks move out and rent their houses for mentally ill, drug addiction recovery, etc. Halfway houses. This isn't necessarily a good change. We don't take walks like we used to because you don't know how safe it is.

8. *How do you feel about living in this community? Why?*
   - All love living in Inglewood.
   - Its centrally located.
   - It's becoming Culver City with the redevelopment.
   - We're going back to where we need to be – a vibrant City like when it was founded in the 1920's.
   - It is more affordable than the rest of Los Angeles.
   - It has the best weather with the ocean so close.

9. *What do you like best about living in Inglewood?*
   - My neighbors! Everyone has been here a long time and raised children together.
   - I like the community we've built.
   - It is a true community.
   - In Inglewood, Council members are accessible, and you can talk to them.
   - Availability of City Hall and Council members.

10. *What would make Inglewood a better place to live?*
    - Constant improvement and keep making better parks, better streets, better development.
    - Ribbon cutting for Girl Scout Headquarters was amazing – this is an example of positive new development coming to Inglewood.
    - People need to keep positivity. Change is good. Open up and embrace the change. It's a good thing.
    - Small improvements to quality of life issues can make a big change – trash pick-up, street cleaning, enforcement of trespassing, tree trimming, enforcement of loitering, speeding enforcement, parking enforcement. Pay more attention to the little things! That will greatly improve quality of life.
    - Most of the City's problems are from people passing through. On street like Manchester and 90th people speed through the City. People also stop and drink and trash up the City.

11. *What do you think are the biggest problems or challenges the residents of Inglewood face every day?*
    - Rent control. We are losing good residents because rents are creeping up too high.
    - Homelessness is a big problem too.
    - People are moving out to other areas or becoming homeless.

- Rents are doubling - from $700/month to $1,500/month.
- There are problems with multi-generational living in one house. This adds to the parking problem. Young adults move back in with their parents and then have kids of their own. This puts a strain on the City and on the older generation. The younger generation has different values.
- District 2 has always been diverse. Asian, Hispanic, black, white all within a two-block area. It's wonderful.
- Everyone gets along in the diverse neighborhoods. Everyone loves their neighbors.
- The City is getting more diverse – it used to be just black and Hispanic. Now it's Caucasian and Asian too.
- Owners of apartment buildings need to be involved and set rules. This will help neighbors in apartments treat each with respect. The owners need to be involved. Their involvement makes for a good condo/apartment complex.
- The recent influx of investors makes everyone digress because they are not personally involved; they are just in it for the money.

12. *Where do you get information about services and programs that help Inglewood residents?*
    - City website.
    - Call City Hall.
    - The book that City sends out – called "Inglewood". It's a seasonal magazine in Spanish and English about what's going on in the community and where to get information.
    - Community centers.
    - Senior center.
    - Inglewood Next Door.

Environmental Justice Topics

7. *As an Inglewood resident, are you regularly involved in the public decision-making process? Yes or No?*
    - Three say yes, six say no.

8. *What would help you be more involved in the public decision-making process?*
    - If we knew when the meetings were. Parking Commission, City Council, Code Enforcement. When are these meetings? We would go if we know when and where.
    - A lot of people don't use the City website.
    - A mailer would be helpful.
    - Mailers from Council Districts and in water bills.
    - Mailers always work – go back to old school!
    - Council district newsletter comes our every Thursday as an email. This is great.
    - As a renter, you get information from your management company.
    - A lot of renters don't know that they have just as much right to come to City Hall and participate.

9. *What about disadvantaged persons in the City of Inglewood – what would help get them engaged in the public decision-making process?*
    - Convincing them to be involved – disadvantaged persons don't necessarily think they have as much right to participate and be involved. Don't be afraid and encourage everyone to participate.
    - Mailers help. Many disadvantaged people do not go online for information.

- We need to help those who don't know how to participate by educating them.
- Someone from the City should visit churches, etc. to explain how to get involved.
- The main things is communicating.
- Give out flyers at Vons or 99 cents stores. Or poster boards/information boards at these locations. This way people see the information when they enter the market. It should be a big poster at eye level so everyone reads it, and in multiple languages.
- The digital boards with City information are hard to read when driving
- A lot of people don't have time to participate in the City. What about people who work all day? Need meetings after 6:00 pm.
- We need to get back to old-fashioned Block Clubs. This is where information is disseminated best. The Block Clubs meet regularly and vote on issues. Inglewood used to have lots of Block Clubs with very active neighbors. There are less now. We need to organize ourselves through Block Clubs.
- Information flyers that you could pick up in the grocery store or laundromat would be helpful.

10. *What areas of the City have pollution? What types of pollution does Inglewood have?*
    - Air and noise pollution from factories.
    - It makes people cough and sneeze.
    - Air pollution has always been a problem in Inglewood.
    - Airplanes going overhead are a huge problem. It sometimes shakes the house. And it's so noisy.
    - They need to re-evaluate the flight path. New windows and insulation are offered for those in the flight path, but it is not enough. Those just outside the flight path have noise pollution as well.
    - You can count the planes overhead, there are so many. It's constant.

11. *How could pollution be improved?*
    - Trash – we need more street sweeping. Not the machines, but the guys with the blowers. They do Market Street and La Brea, but we need more in the City to effectively get rid of the trash.
    - Metro crew cleans bus stops. We need that.

12. *What barriers to mobility exist in the City? When I say "mobility" I mean being able to move or travel around the City easily.*
    - Parking! A lot of cars park at the curb where people in wheelchairs need to cross the street, so people can't cross easily.
    - There will be a new train system coming through so that will be great.
    - More bike lanes have been coming as well.
    - People are walking more and more.
    - Dogs are a problem. It's difficult to walk sometimes.
13. *Is affordable and healthy food readily available in the City of Inglewood?*
    - No. We have too many fast food restaurants.
    - You have to look for the healthy food. Look for the superior grocers who have organic and healthier options. Many people travel to Vons and Ralphs in Venice and Torrance. You have to search for it within Inglewood. We have it, but you have to look for it.
    - There is a Famers Market as well but it's tiny.
    - We need more healthy food store and markets.

14. *What are the major issues regarding safe and affordable housing in the City of Inglewood?*
    - Not enough affordable housing.
    - Need rent control!
    - Need better code enforcement.
    - Illegal additions are not up to code, it's dangerous for everyone.

15. *What public facilities are needed in underserved areas of the City?*
    - Homeless resources.
    - Call 211 for things like homeless resources. They will direct you.
    - 211 has a lot of information on all topics.
    - More police patrol. Never seen a police car go around the community just to patrol. You see them policing the area (giving tickets, picking people up), but not patrolling. They need to be around more just to make their presence known.
    - Police don't cite loiterers, which is problem because they are drinking, etc. They sit on vacant lots and charge people going to the Forum to park their car, and it's not their lot.

16. *Lastly, I'd like for you to rate the topics we just discussed based on what you think is the most important or most urgent topic in Inglewood.*
    - See ranking sheet results below.

EJ Topic	1	2	3	4	5	6	7	8	9	TOTAL	AVG.
Safe and Affordable Housing	1	2	1	1	1	3	6	1	1	17	1.89
Pollution/Environmental Issues	3	4	3	5	2	1	2	3	2	25	2.78
Public Facilities, City Improvements, Programs for Residents	5	3	2	2	5	2	3	2	3	27	3.00
Getting Disadvantaged People Engaged in Decision-Making Process	4	1	5	3	4	5	1	4	5	32	3.56
Mobility/Getting Around Town	2	6	4	4	3	6	5	5	4	39	4.33
Access to Healthy and Affordable Food	6	5	6	6	6	4	4	6	6	49	5.44

17. *Using just one or two words, how would you describe your attitude about life in Inglewood?*
    - Excellent.
    - Improving.
    - Good.
    - Satisfied.
    - Great.
    - Good.
    - Common.
    - Comfortable.
    - Great.

Question:

- Are there any regulations that make sure industrial uses are doing everything they can do to pollute less? There is a lot of industry next to residential neighborhoods Inglewood.

Answer:

- Industrial uses have to get an air quality permit through the Air Quality District. They are regularly monitoring the air pollution.

Meeting Notes

February 26, 2019
Inglewood City Hall, 1st Floor Community Meeting Room
Focus Group 2 – Spanish-language Group | 6:00 – 8:00 PM
Facilitator: Eneida Talleda, T&T Public Relations

Participants:

Name	Rent or Own	Years in Inglewood	Inglewood District
1. Claudia	*Rent*	*30*	*1*
2. Mariah	*Rent*	*21*	*1*
3. Clara	*Rent*	*20*	*4*
4. Amalea	*Own*	*21*	*1*
5. Angelina	*Rent*	*15*	*1*
6. Miguel	*Own*	*35*	*2*
7. Bertha	*Own*	*35*	*2*
8. Marco	*Rent*	*35*	*2*
9. Kenya	*Rent*	*25*	*2*
10. Martin	*Own*	*10*	*2*
11. Maria	*Own*	*25*	*2*
*(Poncho)**			
*(Arnold)**			

* Did not RSVP, however they sat in and occasionally contributed to the discussion.

General Questions

1. *What changes have you seen in your community over the past 5 or 10 years? How about just the last 2 years?*
   5 years:
   - More traffic and construction. Also more air pollution as a result of all the construction.
   - Improved parks (Vincent Park etc.).
   - The stadium will improve the city overall.
   - The traffic is bad but good for the economy overall.

   2 years:
   - The improved parks are great for families and the community in general.
   - Poor road conditions (partially due to construction).
   - The water is more contaminated in Inglewood in comparison to other Los Angeles communities. You cannot drink the tap water.
   - The rent has gone up significantly.

2. *How do you feel about living in this community? Why?*
   - Insecure - Residents living in District 4 complained of being too scared to go outside for walks, even in the daytime.
   - Residents living in District 2 in comparison said they feel safe and secure walking around in their neighborhoods

3. *What do you like best about living in Inglewood?*
   - There are many stores nearby.
   - Beautiful park (In reference to Vincent Park).
   - Hospitals, banks and markets are close and accessible.
   - Great climate.
   - Near the ocean.

4. *What would make Inglewood a better place to live?*
   - Cheaper rent.
   - Rent Control.
   - Better schools and teachers.
   - More police.
   - Train/subway stops for Inglewood.
   - More restaurants and markets (higher quality and more variety of options).
   - Improve quality of water.
   - Improve parking and road conditions.

5. *What do you think are the biggest problems or challenges the residents of Inglewood face every day?*
   - Higher tax rates for homeowners.
   - Increases in rent.
   - Construction and Traffic.

6. *Where do you get information about services and programs that help Inglewood residents?*
   - Alex Padilla/Ramon mailing list.
   - Flyers in the mail.
   - Inglewood magazine. (Contains list of events in Inglewood, released bi-annually).
   - WhatsApp with neighbors.
   - Neighborhood Watch.
   - City Hall.
   - Police station.
   - Inglewood website.
   - More active on social media (Twitter, Facebook).
   - LA Care.
   - St. Margaret center.
   - LA Times.
   - School Newsletters.

Environmental Justice Topics

1. *As an Inglewood resident, are you regularly involved in the public decision-making process? Yes or No?*
   - Two said yes, eleven say no.

2. *What would help you be more involved in the public decision-making process?*
   - People don't know when the meetings are.
   - Was not sure if you could attend without being a homeowner.
   - Send Flyers in the mail.
   - Put events in local papers. It would be better if the events were clearly labeled so residents could attend events they are interested in learning about.
   - Discounted parking for city hall so that people can attend the events without worrying about parking prices.
   - Phone Calls.
   - Post flyers in public places (Schools, Markets, etc.)
   - Post city events on YouTube live streaming.

3. *What about disadvantaged persons in the City of Inglewood – what would help get them engaged in the public decision-making process?*
   - Motivation. Neighbors can help by inviting disadvantaged neighbors to city and local community events.
   - Free transportation to city events for disadvantaged residents.
   - A daycare service or some form of service to watch children for disadvantaged neighbors.

4. *What areas of the City have pollution? What types of pollution does Inglewood have?*
   - There is trash near parks and contaminated water in some of the park lakes. It can smell bad sometimes.
   - Wildlife like cockroaches are more present in neighborhoods. Likely due to amount of construction occurring in Inglewood.
   - Air pollution from airplanes and airport.
   - Buses driving in the city and at LAX airport.
   - Noise pollution from airplanes and construction.

- *How could pollution be improved?*
   - The city can pick up trash around neighborhoods/communities.
   - Change the fixtures for the water to improve the water conditions.
   - Plant more trees to help with air quality.
   - Trash services should come to remove large trash (Couches, Sofas, etc.) two times a year.
   - Inform/fine residents to avoid littering in the city.

5. *What barriers to mobility exist in the City? When I say "mobility" I mean being able to move or travel around the City easily.*
    - It is better to walk in the city because traffic is so congested. Buses move slower than walking locally.

- *How could mobility be improved?*
    - More bike lanes.
    - Small buses for local city transportation.
    - Train/Subway stops.

6. *Is affordable and healthy food readily available in the City of Inglewood?*
    - No. People travel to cities outside of Inglewood like Culver City, Westchester and Manhattan Beach.

- *If not, how could this be improved?*
    - More markets. Not sure if Trader Joes and Whole Foods will come to Inglewood.
    - Excited about Aldi's recently opening
    - Community Gardens
    - Farmers Markets

7. *What are the major issues regarding safe and affordable housing in the City of Inglewood?*
    - Rent
    - Taxes

- *How can this be improved?*
    - Don't raise taxes.
    - Rent control.

8. *What public facilities are needed in underserved areas of the City?*
    - Hospitals.
    - Improved roads.
    - Movie theatres.
    - New housing/apartments.
    - More police stations

9. *Lastly, I'd like for you to rate the topics we just discussed based on what you think is the most important or most urgent topic in Inglewood.*
   - See ranking sheet results below.

EJ Topic	1	2	3	4	5	6	7	8	9	10	11	12	13	TOTAL	AVG.
Safe and Affordable Housing	1	5	6	2	1	2	1	1	1	2	4	6	1	33	2.54
Public Facilities, City Improvements, Programs for Residents	2	4	4	1	2	1	4	1	4	4	1	3	2	33	2.54
Pollution/Environmental Issues	4	2	1	4	1	3	5	2	5	6	3	1	3	40	3.08
Mobility/Getting Around Town	3	3	3	5		6	3	2	3	3	6	2	6	45	3.46
Getting Disadvantaged People Engaged in Decision-Making Process	5	6	5	3	2	5	2	2	2	1	5	5	5	48	3.69
Access to Healthy and Affordable Food	6	1	2	6	2	4	6	1	6	5	2	4	4	49	3.77

10. *Using just one or two words, how would you describe your attitude about life in Inglewood?*
    - Insecure
    - Insecure
    - Insecure
    - Happy
    - Positive
    - Mad
    - Content
    - Good and Favorable
    - Very Happy
    - Positive
    - Happy
    - Happy
    - Happy

EXHIBIT 8

CAPCOA

CALIFORNIA
AIR
POLLUTION
CONTROL
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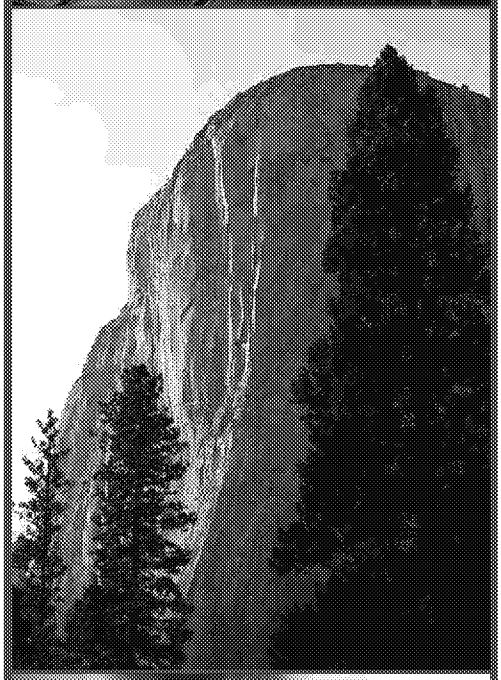
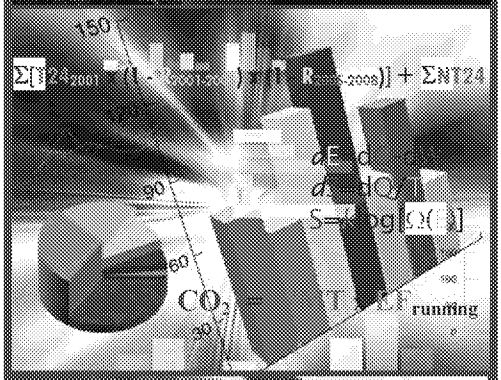
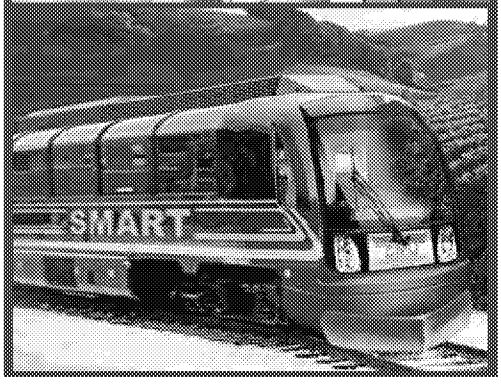


Quantifying Greenhouse Gas Mitigation Measures



A Resource for Local Government to Assess Emission Reductions from Greenhouse Gas Mitigation Measures



August, 2010

Additionality

In order for a project or measure that reduces emissions to count as mitigation of impacts, the reductions have to be "additional." Greenhouse gas emission reductions that are otherwise required by law or regulation would appropriately be considered part of the existing baseline. Thus, any resulting emission reduction cannot be construed as appropriate (or additional) for purposes of mitigation under CEQA. For example, in the draft regulation for cap-and-trade, ARB specifies that in order to be eligible for offset credit, "emission reductions must be in addition to any greenhouse gas reduction, avoidance or sequestration otherwise required by law or regulation, or any greenhouse gas reduction, avoidance or sequestration that would otherwise occur."[6] What this means in practice is that if there is a rule that requires, for example, increased energy efficiency in a new building, the project proponent cannot count that increased efficiency as a mitigation or credit unless the project goes beyond what the rule requires; and in that case, only the efficiency that is in excess of what is required can be counted. It also means that if there is a rule that requires a boiler to be replaced with one that releases fewer smog-forming pollutants, and the new boiler is more efficient and also releases less CO_2, the reduced CO_2 can't be counted as mitigation or credit, because the reductions were going to happen anyway. But if the boiler were replaced with a solar-powered water heater, the difference in emissions between a typical new boiler and the solar water heater could be counted.

From a practical standpoint, any reductions that are *not* additional have to be either included in the baseline or subtracted from the project, whichever is more appropriate. In preparing this Report, CAPCOA made determinations about requirements to include in or exclude from the baseline. A more complete discussion of those determinations is included in Appendix B.

Verification

Verification is the process by which we demonstrate that the emission reductions we have quantified for a project actually occurred. While not important for purely voluntary projects, verification in some form is a necessary step in most other circumstances. Verification is an important component in establishing the value of reductions that are made. It allows others to have confidence in the quality of the reductions. If the reductions are being made to satisfy an obligation to mitigate impacts, the agency with jurisdiction should be consulted to determine what standard of verification is needed. In some cases, independent, third-party verification is required. Not all regulatory programs specify third-party verification, however. For example, the U.S. EPA's Mandatory Reporting Rule relies instead on routine compliance verification through a permit system.

[6] ARB: "Preliminary Draft Regulation for a California Cap-and-Trade Program," Section 95802 (a)(4), Dec., 2009; page 6.

EXHIBIT 9

NRDC

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

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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.

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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

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Re No. 2018021056

Dear Sir or Madam,

If I were a teacher, I would mark the AB987 application for the Inglewood Basketball and Entertainment Center as INCOMPLETE.

I was surprised to see how little information is included in the application. What will it look like? How large will it be? Is it 500,000 square feet or 2 million square feet? How tall is it? How many cars can park there? How much lighting will it create? How much greenhouse gas will it generate? How will the noise be handled? How do we know it will be environmentally friendly? The answer to all of these questions is: we don't know! Certainly no one from the community knows.

I am not an expert, but I can tell that the Clippers have provided an incomplete application. Not only that, the team refuses to speak with the community. They have not shared the information that we deserve to have. Please do not approve this application until the Clippers share a lot more information about their plans. We need time to study a complete application.

Thank you.

Anthony Jo Hey

Dear sir or madam,

I am very disappointed by the Clippers' plan to build a new basketball arena, labeled on the Office of Planning and Research website as "2018021056 – Inglewood Basketball and Entertainment Center."

They are not providing any new long-term jobs. One of the basic things we were told in the law is that the project creates new high wage, highly skilled jobs that pay a living wage. These are intended to be permanent jobs that help support our families and healthy communities.

However, it is clear that the Clippers will not create "new" jobs for our community or really for anyone. They will just move jobs that already exist from the Staples Center to Inglewood. These are part-time jobs for ushers, concession workers, ticket takers, cleaning people and other roles These are low-paying jobs that do not meet the standard of being high wage or highly skilled. Mr. Ballmer earns more in one day than I can earn in a year selling popcorn at Mr. Ballmer's arena or carrying bags in his hotel or sweeping the floors in his buildings.

I believe this project has been sold to the public under a set of lies. There are no real jobs paying real wages to support families. Please turn down this application and say no the arena project.

Sincerely,

To whom it may concern,

Anyone who has spent serious time in Inglewood knows how the streets here get jammed with thousands of cars. Traffic when the Forum has a big concert is awful. Imagine what it will be when the Forum has a concert and the Rams and Chargers are playing. And the whole Hollywood Park project is built. And that is before the Clippers big project is built. It will be full stop traffic. I can only imagine what the impact will be of a new 18,000 seat sports arena and the thousands of new cars it will add to our community. To put it simply, it will be more than Inglewood can bear. For this reason, I ask you to reject application 2018021056 for the Inglewood Basketball and Entertainment Center.

The Clippers like to say that public transit will help reduce the impact of additional traffic, but the Clippers and city representatives admitted many times that the near train station is still far away. The idea of putting thousands of people on buses to get them to the arena is stupid, especially when you think about the Forum and the new NFL stadium and all the traffic it will create. Imagine trying to get on a bus from the rail lines a mile or more away when the streets are already jam packed. The city itself already admits that traffic is a mess.

And who is going to drive all that way to the train, get on the train to come to Inglewood, then get on a bus to get to the new arena? That is a fantasy. Downtown had hundreds of thousands of people working nearby and tens of thousands of apartments and condos. And all kinds of transit. Inglewood has none of that. There is no real transit plan. This is all pretend so a really rich man can get what he wants.

The details of the Clippers transportation program are missing and there is no way to make sure they will even do it. The team is creating a major problem for our community and doing very little to solve it. Please say no to this application and this project.

Thank you.

Sincerely,

Kenneth McKenzie

Hello,

I am opposed to the Clippers arena project, listed as No. 2018021056, and believe their request for streamlining should be denied. It doesn't seem to me that the Clippers are trying to mitigate the impacts that a massive project will have on the city of Inglewood and on our neighborhood.

The application makes some promises for reducing local emissions, but only the bare minimum. This means much less in the way of economic, employment and health benefits for Inglewood.

The Clippers could have made a real commitment to our community. They chose not to. You can now make it happen. Make them go back and start over. Make them work with the community, then come back with a real application.

Please deny their application until the Clippers offer something better to for our community.

Thank you.

Good day,

I am submitting this comment as a concerned member of the public. I oppose the "Inglewood Basketball and Entertainment Center" (#2018021056) and think the application should be denied by the Governor's Office of Planning and Research.

It does not seem to me that the Clippers are prioritizing the needs of Inglewood in their application. They are trying to get away with reducing greenhouse gas emissions outside of Inglewood instead of reducing them in the community of Inglewood and in our neighborhood. They are doing the absolute least they can, which offends me since this project will have a very damaging impact on our environment in terms of air quality as well as noise, traffic and more. Can you please think about all the cars spewing emissions in our community? What are the real impacts to our children and our older people?

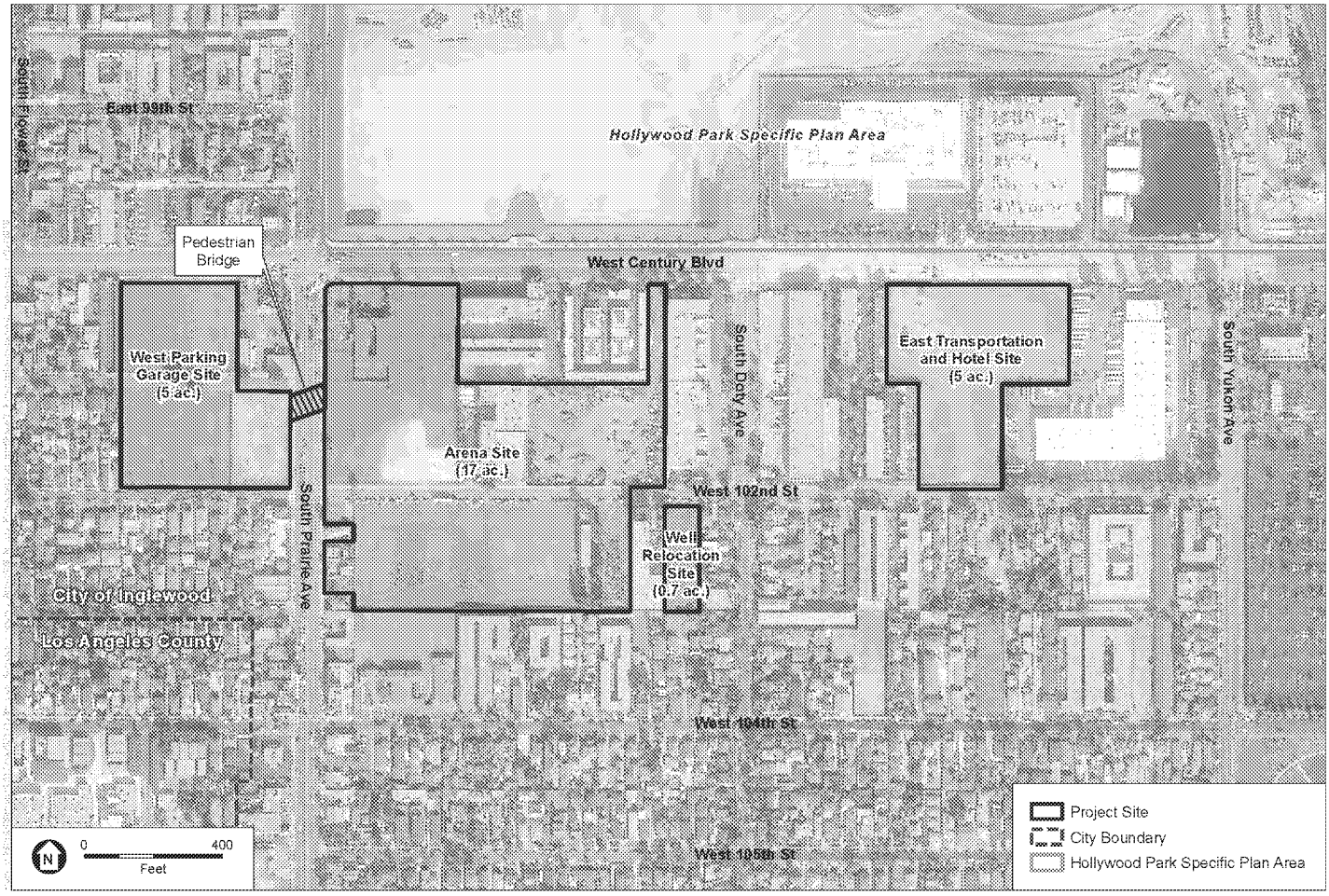
I do not think the Clippers should be rewarded for taking the cheap way out. The Governor needs to demand the Clippers do more to reduce greenhouse gas emissions here in the community before their application for streamlining is approved. And how about involving us. Everyone promises to involve the community but we are the last to be involved. No one has talked to us. We have no idea what this project is. No idea how big it is. No idea how many cars are coming. It is wrong for the Clippers to put in an application to get it done faster when they have ignored the community.

Thank you.

Kathryn Bey
A South Chamber of Commerce
Jan 26th 2019

The Silverstein Law Firm, APC
June 9, 2020
Further Objections to General Plan Amendments and Notices of Exemption for, and of General Plan Amendment GPA-2020-01 and GPA-2020-02;
CEQA Case Nos. EA-CE-2020-036 and EA-CE-2020-037

EXHIBIT 2



SOURCE: TerraServer, 2018; ESA, 2019.

Inglewood Basketball and Entertainment Center

Figure S-1
Project Elements

ESA

The Arena Structure would be a multi-faceted, ellipsoid structure that would rise no higher than 150 feet above ground level. The exterior of the building would be comprised of a grid-like façade and roof that would be highly visible, distinctive, and instantly recognizable due to a design unique in the City and the region, especially at night when it would be accentuated by distinctive lighting and signage. The façade and roof would be comprised of a range of textures and materials, including metal and glass, with integrated solar panels that would reduce event day peak loads.

The Arena Structure would open onto an approximately 1.8-acre plaza that would serve as a gathering and pedestrian area for arena attendees. The plaza would include a number of two-story structures that would provide 48,000 sf of commercial uses including retail shops, and food and drink establishments, and up to 15,000 sf of flexible community space for educational and youth-oriented uses. The plaza and plaza structures would be directly connected to the West Parking Garage by an elevated pedestrian bridge that would span South Prairie Avenue at an elevation of approximately 17 feet from roadway surface to bottom of the pedestrian bridge.

- The West Parking Garage Site includes development of a six-story, 3,110-space parking garage with entrances and exits on West Century Boulevard and South Prairie Avenue. The West Parking Garage would include a new publicly accessible access road that would connect West 101st Street and West Century Boulevard on the western property boundary of the West Parking Garage Site.

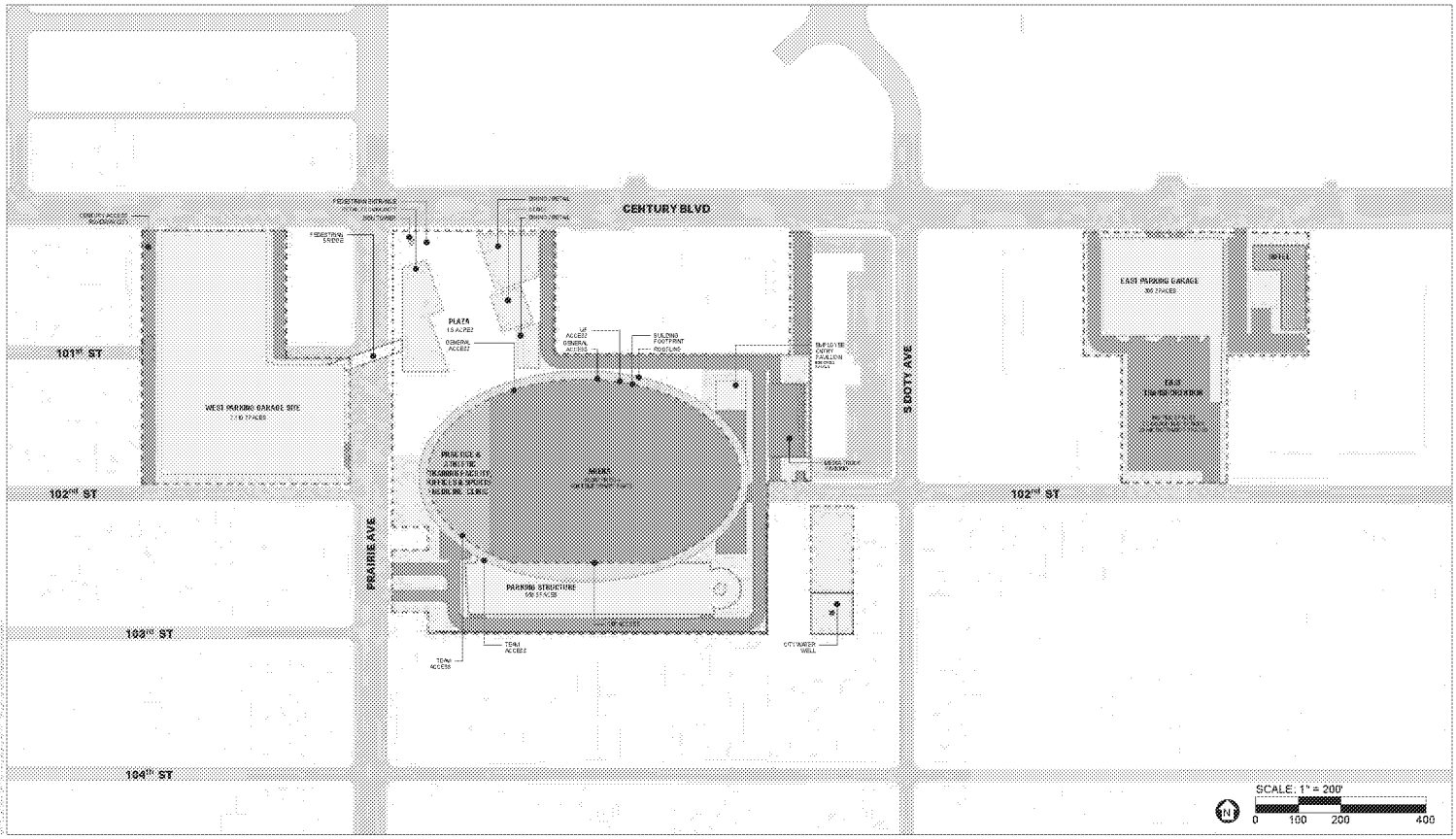
- The East Transportation and Hotel Site includes development of a three-story structure on the south side of West Century Boulevard, east of the Arena Site. The first level of this structure would serve as a transportation hub, with bus staging for 20 coach/buses, 23 mini buses, and 182 car spaces for Transportation Network Company (TNC) drop-off/pick-up and queuing. The second and third levels of the structure would provide 365 parking spaces for arena and retail visitors and employees. An up to 150-room limited service hotel and associated parking would be developed east of the Parking and Transportation Hub Structure.[1]

- The Well Relocation Site includes the existing Inglewood Water Well #6, which would be removed and replaced with a new Water Well #8 within the Project Site, on a separate parcel further to the east along the south side of West 102nd Street. A City-owned and -operated potable water well would be developed on this site and would replace the City-owned well that currently exists on the Arena Site and would be demolished in order to accommodate the development of the Arena Structure.

It is projected that the proposed Arena would accommodate as many as 243 event days each year. Of these events, it is estimated that 62 of them would attract 10,000 or more attendees, and the remainder would be smaller events, with 100 events with attendance of 2,000 or less.

The Proposed Project would be designed and constructed to meet the US Green Building Council's Leadership in Energy and Environmental Design (LEED®) Gold certification requirements. Some of the sustainable characteristics would be related to the Project Site, and others would be related to the project design and construction methods.

[1] The East Transportation and Hotel Site could accommodate pick-ups and drop-offs of employees and attendees using private buses, charter buses, microtransit, TNCs, taxis, or other private vehicles. It would not be used as a connection point for public transportation options such as Metro buses.



SOURCE: AECOM, 2019

Inglewood Basketball and Entertainment Center

Figure S-2
Conceptual Site Plan

ESA

The Silverstein Law Firm, APC
June 9, 2020
Further Objections to General Plan Amendments and Notices of Exemption for, and of General Plan Amendment GPA-2020-01 and GPA-2020-02;
CEQA Case Nos. EA-CE-2020-036 and EA-CE-2020-037

EXHIBIT 3

ORDINANCE NO. 20-___

[Placeholder for Summary, WHEREAS clauses, etc.]

SECTION 1. The Inglewood Municipal Code Chapter 12, Planning and Zoning, is hereby amended by adding Article 17.5, "SE" Sports and Entertainment Overlay Zone, to read as follows:

Article 17.5. "SE" Sports and Entertainment Overlay Zone

Section 12-38.90 Purpose

The SE Sports and Entertainment Overlay Zone ("SE Overlay Zone") is established to provide for the orderly development of a Sports and Entertainment Complex in a comprehensively planned manner, along with a hotel of no fewer than 100, and no greater than 150, guestrooms, within the boundaries shown on the map adopted by the City Council by Ordinance _____, as part of this SE Overlay Zone.

Section 12-38.91 Definitions

(A) "Arena" shall mean a sports, entertainment, and public gathering facility with indoor seating capacity of no more than 18,500 attendees operated to host events including, but not limited to, sporting events, concerts, entertainment events, exhibitions, conventions, conferences, meetings, banquets, civic and community events, social, recreation, or leisure events, celebrations, and other similar events or activities, including the sale of food and drink for consumption on-site or off-site and the sale of alcoholic beverages for consumption on-site, the sale of merchandise, souvenirs, and novelties and similar items, and other uses, events, or activities as are customary and usual in connection with the operation of such facility.

(B) "Event Center Structure and Uses" shall mean a multi-purpose facility that may include the following:

(1) Arena;

(2) Professional office;

(3) Athletic practice and training facilities;

(4) Medical office or outpatient clinic and accessory uses;

(5) Other non-Arena uses that support the Arena and are located in the Event Center Structure.

(C) "Event Center Supporting Structures and Uses" shall mean any of the following uses located within the boundaries of the SE Overlay Zone but not within the Event Center structure:

(1) Retail uses, including, but not limited to, the sale or rental of products or services;

(2) Dining uses, including restaurants, bars, cafes, catering services, and outdoor eating areas, including the sale of food and drink for consumption on-site or off-site and the sale of alcoholic beverages for consumption on-site;

(3) Community-serving uses for cultural, exhibition, recreational, or social purposes.

(D) "Infrastructure and Ancillary Structures and Uses" shall mean any uses or structures, temporary or permanent, that are accessory to, reasonably related to, or maintained in connection with the operation and conduct of an Event Center Structure and Use or Event Center Supporting Structure and Use, including, without limitation, open space and plazas, pedestrian walkways and bridges, transportation and circulation facilities, public or private parking facilities (surface, subsurface, or structured), signage, outdoor theaters, broadcast, filming, recording, transmission, production and communications facilities and equipment, and events held outside of the Event Center Structure that include, but are not limited to, sporting events, concerts, entertainment events, exhibitions, conventions, conferences, meetings, banquets, civic and community events, social, recreation, or leisure events, celebrations, and other similar events or activities.

(E) "Sports and Entertainment Complex" shall mean a development that includes the following:

(1) Event Center Structure and Uses;

(2) Event Center Supporting Structures and Uses;

(3) Infrastructure and Ancillary Structures and Uses; and

(4) Any other uses that the Economic and Community Development Department Director ("Director") determines are similar, related, or accessory to the aforementioned uses.

(F) The "SEC Development Guidelines" shall have the meaning given in Section 12-38.94.

Section 12-38.92 Applicability

(A) This Article is applicable to the SE Overlay Zone property designated on the Zoning Map as "SE" after the reference letter(s) identifying the base zoning district and allows for a Sports and Entertainment Complex, and one (1) hotel of no fewer than 100, and no greater than 150, guest rooms, in a portion of the City that is proximate to other sports and entertainment uses. Except as otherwise provided in this Article and/or in the SEC Development Guidelines, the provisions of the Inglewood Municipal Code, Chapter 12, Planning and Zoning, shall apply. This Article and the SEC Development Guidelines shall prevail in the event of a conflict with other provisions of Chapter 12.

(B) All other development in the SE Overlay Zone shall be governed by the applicable provisions of Chapter 12, including the provisions of the applicable underlying zoning district.

Section 12-38.93 Permitted Uses

The following uses shall be permitted in the SE Overlay Zone and shall be exempt from the Special Use Permit provisions of Article 25 of this Chapter:

(A) Sports and Entertainment Complex as defined in Section 12.38.91.

(B) One (1) hotel of no fewer than 100, and no greater than 150, guest rooms.

Section 12-38.93.1 Sales and Service of Alcoholic Beverages

The sale, service, and consumption of alcoholic beverages, including distilled spirits, within the Sports and Entertainment Complex is permitted, subject to the following:

(A) Any establishment or operator within the Sports and Entertainment Complex serving or selling alcoholic beverages shall maintain the applicable license from the California Department of Alcohol Beverage Control ("ABC").

(B) Alcoholic beverages may be purchased, served, or consumed within any licensed establishment and its designated outdoor areas and any additional licensed designated areas, subject to compliance with all applicable ABC license conditions.

(C) Alcoholic beverages may be sold, served, or consumed from the hours of 6:00 AM to 2:00 AM.

(D) All persons engaged in the sale or service of alcoholic beverages shall be at least 18 years old and must successfully complete a certified training program in responsible methods and skills for serving and selling alcoholic beverages with recurrent training not less than once every three years.

(E) Any areas where alcohol is sold, served or consumed shall be monitored by security equipment, security personnel or supervisory personnel.

Section 12-38.93.2 Outdoor Restaurants or Dining Areas

Outdoor restaurants or dining areas shall be permitted within the Sports and Entertainment Complex subject to the following:

(A) The perimeter of outdoor dining areas of any establishment selling or serving alcoholic beverages shall be defined by physical barriers.

(B) Vehicle drive-through service, or service windows or order pick-up windows along any public right-of-way shall be prohibited.

Section 12-38.93.3 Communications Facilities

Communications systems, facilities, antennas, and any related equipment for the following purposes may be installed, placed, or used within the Sports and Entertainment Complex:

(A) Broadcasts or transmissions from or related to the Sports and Entertainment Complex;

(B) Communications with or transmissions to attendees, employees, or visitors of the Sports and Entertainment Complex;

(C) Reception and distribution or exhibition of broadcasts or transmissions within the Sports and Entertainment Complex;

(D) Operation of on-site equipment, facilities, structures or uses;

(E) Communications related to events and operations within the Sports and Entertainment Complex;

(F) Emergency services and communications; and

(G) Temporary communications services, including telecommunications services, for large-scale events hosted within the Sports and Entertainment Complex.

Section 12-38.94 Sports and Entertainment Complex Development Guidelines and Review

(A) Development of a Sports and Entertainment Complex within the SE Overlay Zone shall be subject to the Sports and Entertainment Complex Design Guidelines and Infrastructure Plan ("SEC Development Guidelines"), adopted by the City Council by _____.

(B) The SEC Design Guidelines establish specific design and review standards for the development of a Sports and Entertainment Complex within the SE Overlay Zone, including, without limitation, standards for buildings and structures, landscaping, signage, and lighting, and shall apply in lieu of any contrary provisions in the Inglewood Municipal Code, including without limitation the Site Plan Review process contained in Article 18.1 of this Chapter.

(C) The SEC Infrastructure Plan establishes the infrastructure improvements required to serve the Sports and Entertainment Complex within the SE Overlay Zone and describe the review and permitting process for infrastructure under the Infrastructure Plan. Within the SE Overlay Zone, the provisions of Section 12-66 and Sections 12-66.1 through 12-66.5 are waived as to any requirement for a Tentative Parcel Map prior to the filing of a Parcel Map. The provisions of Section 12-66.6 requiring a parcel map to be filed and recorded prior to certain transactions and issuance of building permits are also waived. Except as provided above, a parcel map shall be reviewed and approved in accordance with Section 12-66.5. In addition, the provisions of Section 12-7.1 shall not be applied to require a parcel map prior to issuance of building permits. The Infrastructure Plan shall prevail in the event of any conflict between the Infrastructure Plan and any provisions in Article 22 of this Chapter (Subdivision Regulations).

(D) Review and Approval.

(1) An application for review shall be submitted to the Economic and Community Development Department in accordance with the requirements established in the SEC Development Guidelines. Such review and approval shall be required prior to the issuance of any building permit(s) for the development of a Sports and Entertainment Complex.

(2) The Director shall review any plans for the development of a Sports and Entertainment Complex, including associated public infrastructure plans, submitted in accordance with the provisions of the SEC Development Guidelines, and shall approve such plans unless materially inconsistent with the applicable standards established in this Article 17.5 and the SEC Development Guidelines, as more particularly provided therein.

Section 12-38.95 Development Standards

Section 12-38.95.1 Height

(A) An Event Center and any appurtenances constructed or erected within the SE Overlay Zone shall not exceed one hundred fifty (150) feet in height and shall otherwise be consistent with the provisions of the SEC Design Guidelines.

(B) Any building or structure other than an Event Center constructed or erected within the SE Overlay Zone shall not exceed one hundred feet (100) in height and shall otherwise be consistent with the provisions of the SEC Design Guidelines.

Section 12-38.95.2 Front Yard, Side Yard, and Rear Yard Setbacks

(A) Sports and Entertainment Complex. No front yard, side yard, or rear yard shall be required, except as provided in the SEC Design Guidelines.

(B) Hotel. Front yard, side yards, and rear yards shall conform to the requirements of Section 12-16.1 of this Chapter.

Section 12-38.95.3 Uses Permitted in Setback Areas

Consistent with the SEC Design Guidelines, the following uses shall be permitted in any applicable setback areas for a Sports and Entertainment Complex.

(A) Driveways, alleyways, private streets, or similar vehicle circulation or access areas.

(B) Sidewalks and pedestrian circulation areas and facilities.

(C) Sound walls, privacy walls, security walls, screening, and similar features.

(D) Landscaping.

(E) Signs and graphic displays.

(F) Public Art.

Section 12-38.95.4 Lot Size and Street Frontage

Minimum lot size or street frontage requirements shall not apply to the development of permitted uses within the SE Overlay Zone.

Section 12-38.95.5 Development Intensity

Development of a Sports and Entertainment Complex in the SE Overlay Zone shall be consistent with the size and density standards established in the SEC Design Guidelines.

Section 12-38.96 Parking and Loading

Section 12-38.96.1 Parking Requirements

The aggregate amount of off-street parking spaces provided and maintained in connection with each of the following uses shall be not less than the following, except as may be reduced through the application of shared parking permitted by Section 12-38.96.2:

(A) Event Center Structures and Uses. One (1) parking space for each five (5) seats in the Arena, inclusive of any temporary seating capacity, plus one (1) space for each three hundred (300) square feet of gross floor area of Professional office.

(B) Event Center Supporting Structures and Uses. Sixty (60) parking spaces, plus one (1) additional parking space for each additional four hundred (400) square feet of gross floor area in excess of fourteen thousand (14,000) square feet of gross floor area, based on the combined gross floor area of all Event Center Supporting Structures and Uses.

(C) Hotel. Two (2) parking spaces, plus one (1) parking space for each bedroom or other room that can be used for sleeping purposes up to ninety (90) rooms, plus one (1) parking space for each additional two (2) bedrooms or other rooms that can be used for sleeping purposes in excess of ninety (90) rooms.

(D) No additional parking shall be required for any other Event Center Structures and Uses described in Section 12-38.91(B) or any Infrastructure and Ancillary Structures and Uses described in Section 12-38.91(D).

Section 12-38.96.2 Shared Parking

The minimum off-street parking space requirements for any Event Center Supporting Structure and Use may be satisfied by shared parking provided for the Arena use, provided that substantial evidence demonstrates that the peak parking demand for such Event Center Supporting Structure and Use does not occur during the same period as the peak parking demand for the Arena use, or that the same parking spaces will be used for multiple Sports and Entertainment Complex Uses.

Section 12-38.96.3 Location of Parking

(A) Required parking for all structures and uses within a Sports and Entertainment Complex may be located on any lot or property within the SE Overlay Zone.

(B) The hotel use shall provide and maintain its required on-site parking in a lot exclusively for the hotel use based on the calculation described above in Section 12.38.96.1(C).

Section 12-38.96.4 Parking Standards

In lieu of the design standards and requirements for parking spaces and facilities set forth in Sections 12-42.1, 12-53, 12-54.3, 12-54.4, 12-55.2, 12-55.4, and 12-55.5 of Article 19 of this Chapter, all parking spaces provided to meet the requirements for the Sports and Entertainment Complex uses shall conform to the standards established in the SEC Design Guidelines.

Section 12-38.96.5 Loading

(A) Event Center. A minimum of four loading spaces shall be provided for the Event Center. Required loading spaces may be provided in a below grade structure.

(B) Event Center Supporting Structures and Uses. A minimum of one loading space per 10,000 square feet of gross floor area, based on the combined gross floor area of all Event Center Supporting Structures and Uses.

(C) In lieu of the design standards and requirements for loading spaces and facilities set forth in Article 19 of this Chapter, all loading spaces provided to meet the requirements for the Sports and Entertainment Complex uses shall conform to the standards established in the SEC Design Guidelines.

Section 12-38.97 Signs

(A) In lieu of the standards and requirements regarding signs set forth in Sections a 12-75, 12-76, 12-77 (and subsections thereto), 12-80, 12-80.5, 12-84, and 12-84.5 of Article 23 of this Chapter, signs for a Sports and Entertainment Complex in the SE Overlay Zone shall be subject to this Article 17.5.

(B) Signs within the Sports and Entertainment Complex shall be permitted as set forth in the SEC Design Guidelines.

(C) Prohibited Signs. Signs that create the following conditions shall be prohibited:

(1) Traffic Safety. Any sign or device which by design or location resembles or conflicts with any traffic control sign or device.

(2) Safety Hazard. Any sign or device that creates a potential safety hazard by obstructing views of pedestrian and vehicular traffic at street intersections or driveways or by creating glare or other hazardous distraction.

(3) Safety Clearance. Any sign that is erected within six feet (6) horizontally or twelve (12) feet vertically of any overhead electric conductors exceeding seven hundred fifty (750) volts.

(D) Review and Approval. Director's Design Review Approval of any sign pursuant to the SEC Design Guidelines shall constitute a sign approval and permit from the Planning Division for the purposes of Section 12-72, Article 23 of this Chapter.

Section 12-38.98 Public Art

The provisions of Section 12-4.1 shall not apply to development of the Sports and Entertainment Complex. The location of any public art to be provided shall be determined through the SEC Design Review under the SEC Development Guidelines.

SECTION 2: The Zoning Map of the City of Inglewood is hereby amended by revising Map [_____], as follows:

[Placeholder for specific map amendment references]

SECTION 3: The Inglewood Municipal Code Chapter 12, Planning and Zoning, is hereby amended by adding Section 12-1.76.1, and Section 12-1.104.1, to read as follows:

Section 12-1.76.1. Sports and Entertainment Complex.

"Sports and Entertainment Complex" shall mean the same as defined in Section 12-38.91(A).

Section 12-1.104.1. SEC Development Guidelines.

"SEC Development Guidelines" shall mean the same as defined in Section 12-38.91(F).

SECTION 4: The Inglewood Municipal Code Chapter 12, Planning and Zoning, Section 12-2, Zone Classifications Denoted, is hereby amended to read as follows:

[Add "SE" Sports and Entertainment Overlay Zone to list of zones in IMC §12-2]

SECTION 5: A parking lot, public parking area, or facility, or any entity providing same, may provide off-street parking for the Sports and Entertainment Complex, outside the SE Overlay Zone, notwithstanding any contrary provisions in Inglewood Municipal Code Chapter 12, Planning and Zoning, Article 19 (Parking Regulations).

SECTION 6: Any adjoining parcels within the SE Overlay Zone may have their lot lines adjusted at the request of the property owners, or by City on its own initiative as to City owned property, pursuant to the procedures in this section and in accordance with the provisions of Government Code Section 66412(d). Such action shall be a ministerial approval made by the Economic and Community Development Department Director, or his or her designee, who shall approve a lot line adjustment if he or she finds that (i) the adjusted lot conforms with the general plan and the SE Sports and Entertainment Overlay Zone, and (ii) all owners of an interest in the subject real property have consented to the lot line adjustment. No conditions or exactions shall be imposed on the approval of the lot line adjustment except to conform to the general plan, zoning and building ordinances, to require the prepayment of real property taxes prior to the approval of the lot line adjustment, or to facilitate the relocation of existing utilities, infrastructure or easements. No tentative map, parcel map or final map shall be required as a condition to the approval of a lot line adjustment. Upon recordation of the notice of lot line adjustment, the regulations of the SE Sports and Entertainment Overlay Zone shall apply to the merged or adjusted lot or parcel, and the lot lines shall be shown in the recorded notice of merger of lot line adjustment or a certificate of compliance.

The Silverstein Law Firm, APC
June 9, 2020
Further Objections to General Plan Amendments and Notices of Exemption for, and of General Plan Amendment GPA-2020-01 and GPA-2020-02;
CEQA Case Nos. EA-CE-2020-036 and EA-CE-2020-037

EXHIBIT 4

EXHIBIT A

TEXT AMENDMENTS TO THE INGLEWOOD GENERAL PLAN

Added text is shown in **bold underline**; removed text is shown in ~~**bold strikethrough**~~.

Section 1.

Land Use Element "Section II – Statement of Objectives" for "Industrial" in Subsection D on pages 7 through 8 is amended to read as follows:

D. Industrial

- Provide a diversified industrial base for the City. Continue to improve the existing industrial districts by upgrading the necessary infrastructure and by eliminating incompatible and/or blighted uses through the redevelopment process.

- Continue the redevelopment of Inglewood by promoting the expansion of existing industrial firms and actively seek the addition of new firms that are environmentally non-polluting.

- Increase the industrial employment opportunities for the city's residents.

- **Promote the development of sports and entertainment facilities and related uses on underutilized land, in appropriate locations, creating economic development and employment opportunities for the City's residents.**

Land Use Element "Section VI – Future Land Uses" for "Industrial Land Use" in Subsection C on pages 71 through 74 is amended to read as follows:

C. Industrial Land Use

Usually there are three factors involved in the location of industrial land: infrastructure, compatibility of use, and proximity to an adequate labor force.

[intervening text intentionally omitted]

Industry should be compatible with surrounding land uses. Compact industrial locations

such as an "industrial park" place industries adjacent to other industries, thereby minimizing conflict with residential and commercial areas. In some cases, industrial uses may be placed where residential or commercial land uses are not desirable, such as the area which is under the eastern end of the flight path of Los Angeles International Airport. The Element proposes that the area in the City of Inglewood generally bounded by Crenshaw on the east, La Cienega on the west, Century on the north and 104th Street on the south be designated as industrial from the present residential and commercial. This area is an extremely undesirable location for residential usage because it is severely impacted by jet aircraft noise. The area should be developed with industrial park, commercial, ~~**and/or**~~ office park ~~**uses**~~, **and/or sports and entertainment facilities, and related uses,** utilizing planned assembly district guidelines**, or, in the case of sports and entertainment facilities and related uses, project-specific design guidelines in lieu of the planned assembly district guidelines,** to insure both the quality of the development and **to encourage** its compatibility with surrounding uses.

[intervening text intentionally omitted]

Those industrial areas which front along major arterials such as La Cienega, Florence, or Century will likely be developed for industrial/commercial/office uses**, or sports and entertainment facilities and related uses**.

[intervening text intentionally omitted]

As the construction of the Century Freeway along the City's southern boundary progresses, the highly noise impacted area between Century and 104th which is west of Crenshaw should be recycled from its present residential uses to more appropriate industrial/commercial/office uses**, or sports and entertainment facilities and related uses**. Irrespective of market forces, the City must promote and assist in upgrading of existing industrial uses.

Section 2.

Circulation Element Section on "Street Classification Collectors" (within "Part Two – Circulation Plan" in Subpart 4 on pages 20 through 21) is amended to read as follows:

4. COLLECTORS.

~~35. 102nd Street (east of Prairie Avenue)~~

~~36~~ 35. 104th Street

~~37~~ 36. 108th Street (Prairie Avenue to Crenshaw Boulevard)

Circulation Element Section on "Traffic Generators" within "Part Two – Circulation Plan" on page 22 is amended to read as follows:

Certain facilities or areas in and near Inglewood can be identified as being the destination of significant numbers of vehicles:

[Nos. 1 – 7 intentionally omitted]

8. Inglewood Basketball and Entertainment Center. The sports and entertainment arena can accommodate approximately 18,500 patrons, and includes parking serving the arena and related uses for approximately 4,125 vehicles, in addition to complementary transportation and circulation facilities.

Circulation Element Section on "Truck Routes" within "Part Two – Circulation Plan" on page 28 is amended to read as follows:

The purpose of designated truck routes is to restrict heavy weight vehicles to streets constructed to carry such weight, in addition to keeping large vehicles--with their potentially annoying levels of noise, vibration and fumes--from residential neighborhoods. With the exception of two routes, all designated truck routes are along arterial streets. One exception is East Hyde Park Boulevard and Hyde Park Place which have street widths too narrow to be classified an arterial route but which serve various small light manufacturing and heavy commercial businesses located in northeast Inglewood. The second exception is 102nd Street

(between ~~Prairie~~ Doty Avenue and Yukon Avenue) which serves the new manufacturing and air freight businesses being developed in the Century Redevelopment Project area.

EXHIBIT B-1

MAP AMENDMENT TO THE LAND USE ELEMENT OF THE INGLEWOOD GENERAL PLAN

Land Use Element "Land Use Map" is amended in its entirety (as depicted below) to show that certain ___-acre area located adjacent to S. Prairie Avenue, just south of W. Century Boulevard, comprised of Parcels _____ [insert APNs] to be designated as "Industrial".

Land Use Element "Land Use Map"

[image of amended map]

EXHIBIT B-2

MAP AMENDMENTS TO THE CIRCULATION ELEMENT OF THE INGLEWOOD GENERAL PLAN

Section 1.

The Circulation Element "Street Classification" Map on page 17 is amended in its entirety (as depicted below) to remove the vacated portions of 101st and 102nd Streets as follows:

[image of amended map]

Section 2.

The Circulation Element "Traffic Generators" Map on page 23 is amended in its entirety (as depicted below) to add the location of the Project site as follows:

[image of amended map]

Section 3.

The Circulation Element "Designated Truck Routes" Map on page 29 is amended in its entirety (as depicted below) to remove the vacated portion of 102nd Street as follows:

[image of amended map]

EXHIBIT B-3

MAP AMENDMENT TO THE SAFETY ELEMENT OF THE INGLEWOOD GENERAL PLAN

Safety Element Water Distribution System Map on page 37 is supplemented (as depicted below) to show the relocation of a water well and accompanying pipelines as follows:

[image of supplemental map]

The Silverstein Law Firm, APC
June 9, 2020
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EXHIBIT 5

NEWS

Inglewood mayor accused of telling activist 'go choke yourself,' but video evidence disappears

Inglewood Mayor James Butts, center, denies making an offensive comment to city activist Diane Sambrano at the close of a recent City Council meeting. And now video evidence of that comment has been deleted. File photo by Robert Casillas, Daily Breeze/SCNG

By **JASON HENRY** | jhenry@scng.com | Pasadena Star News

PUBLISHED: August 14, 2018 at 6:13 p.m. | UPDATED: June 28, 2019 at 12:12 p.m.

A video circulating in Inglewood this week appears to capture Mayor James Butts telling an activist to "go choke yourself," but the city's original version of the recording posted online has been altered to remove the insult.

In the current version, Butts adjourns the June 12 meeting and the video cuts out four seconds later. But, at least until July 18, the original video actually continued for 19 more seconds. And in those final moments, the microphone picks up what sounds like Butts saying, "Go choke yourself, Diane," while seated at the dais, according to a cellphone recording of the exchange.

The invective was directed at resident Diane Sambrano, who criticized the City Council earlier in the meeting for giving the Los Angeles Clippers access to public land to hold a press conference.

Sambrano, a longtime activist who often clashes with Butts during council meetings, heard the mayor say her name at the end of the June 12 meeting, but she didn't know what he said until she watched the meeting online. She then called Butts out at the City Council meeting July 10.

"It was there for awhile, then I mentioned it, and they edited it maybe a week later," she said.

Joseph Teixeira, a frequent opponent of Butts, used his cellphone to record the mayor's comment directly from the city's video, but when he returned to the video weeks later, he founded that it ended abruptly. Earlier this month, Teixeira accused Butts of covering up the remark, and after the mayor denied the claim, Teixeira released a comparison with both versions.

In an email, Butts denied asking staff to alter the recording.

"As I said before, I have no recollection of saying this. This is not how I have ever spoken to the public," Butts said. "I have never asked anyone to edit a video or delete a video, so I have no explanation for Mr. Texiera's (sic) tape."

Councilman Eloy Morales, who sits next to Butts, said he did not recall the mayor telling Sambrano to choke herself. In Teixeira's clip, Morales turns toward Butts after the comment is made.

A cached version of the June 12 video confirms someone altered it more than a month after it was uploaded to YouTube. The original run-time was 41 minutes and 28 seconds as of July 18, according to Google's snap shot. The same video now ends at 41 minutes and nine seconds.

Sambrano publicly accused Butts July 10 and Teixeira circulated an email with similar accusations July 11.

"I don't appreciate anyone, not even the mayor, suggesting that I choke myself in a public meeting. I just wonder how many workplace situations are going to be created where somebody sues us because of a hostile work environment that you created and we have to pay for," Sambrano said at the July 10 Council meeting.

David Snyder, director of the San Rafael-based First Amendment Coalition, said the recorded meeting is a public record and questioned the city's legal basis for altering it.

"At the very least, it is unseemly for them to edit a publicly released video in a way that is clearly just designed to protect the mayor for political reasons," Snyder said. "If the city is going to redact information from public documents, they need a valid basis to do it, and I don't see a valid basis here."

The city, however, likely could not be forced to undo the redaction because the video wasn't published in response to a request under the California Public Records Act, Snyder said. The original may not exist anymore. Inglewood City Clerk Yvonne Horton said the city does not retain the raw video after the meeting is uploaded to YouTube.

On Tuesday, Teixeira brought a flash drive to the City Council meeting and challenged Butts to play the comparison. The mayor declined.

"Last week, you sat up here and lied to everybody, said you didn't say 'go choke yourself, Diane,' " Teixeira said. "You lied. I'm saying right now, put this in there and make me look dumb."

"You already look dumb, sir," Butts replied.

"Show everybody what kind of a liar you are, what kind of things you say about a woman when you think nobody is hearing, or you think she is close enough to hear you and she will be afraid," Teixeira responded. "You're a coward and a bully."

In an email, Butts said his staff edited other videos for length in 2016 and 2017. However, he would not provide the dates.

"Not going to have staff research, they have confirmed that this is not an anomaly," Butts wrote.

But this edit is out of the ordinary. A comparison of every Inglewood City Council meeting in 2018 shows the videos continued for an average of 17 seconds after adjournment. The June 12 meeting, however, cut outs after just four seconds. Only one other video ends quicker. In that video, Butts shut down the meeting when someone tries to serve him with a lawsuit. The council had not finished its agenda.

Even if the city does edit its videos, it is unlikely they were edited more than a month later, according to Snyder of the First Amendment Coalition.

"They released the full video, then went back, chopped off the end and put out a newly redacted video," he said. "It seems unlikely that is a common practice."

Inglewood typically posts its City Council videos to YouTube the day after the meeting. But the city also broadcasts the meetings live on Facebook. The June 12 meeting is the only one from 2018 that could not be found in the city's archives.

The mayor disputed that the video is not available on Facebook, but he did not provide proof of its existence when asked for it.

Butts was elected mayor of Inglewood in 2010 and re-elected four year later. He previously served as a police officer in Inglewood and the Santa Monica Police Department, where he climbed the ranks to become chief of police. He went on to become the assistant general manager at Los Angeles World Airports.

His time on the council has been marked by success and controversy. Under his administration, Inglewood has struggled beneath the weight of large budget deficits but the city secured a new NFL stadium and is in discussions with the Los Angeles Clippers for a new arena.

The city has been sued repeatedly over the Clippers arena. Madison Square Garden, the owner of the Forum, named Butts specifically, alleging that he tricked executives into giving up land that will now be used by the competing arena.

Butts was the subject of an investigation by the Los Angeles County District Attorney's Office in 2013. Prosecutors determined it wasn't illegal for Butts to ask companies competing for a lucrative trash contract to hire his unemployed brother. The company that won the $100 million bid did give the mayor's brother, Michael, a job. Michael Butts was the mayor's tenant at the time and about a quarter of his monthly paycheck went to the mayor, according to bankruptcy documents.

The city of Inglewood sued Teixeira in 2015, accusing him of violating the city's copyright on City Council videos. A federal judge called the lawsuit "merit-less" and a "serious threat to critical political expression," according to the Los Angeles Times. The judge awarded nearly $120,000 to Teixeira's attorneys. Despite the ruling, Inglewood still puts copyright notices on its YouTube videos.

Butts is up for re-election in November.

Tags: **city council, Inglewood City Hall, Investigative Reporting, SoCal V**

Jason Henry | Reporter

Jason Henry is an investigative reporter with the Southern California News Group. Rais drone pilot.

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The Silverstein Law Firm, APC
June 9, 2020
Further Objections to General Plan Amendments and Notices of Exemption for, and of General Plan Amendment GPA-2020-01 and GPA-2020-02;
CEQA Case Nos. EA-CE-2020-036 and EA-CE-2020-037

EXHIBIT 6

CITY OF INGLEWOOD

Planning and Building Department

Inglewood All-America City 2009

Christopher E. Jackson, Sr.
Department Director

Mindy Wilcox, AICP
Planning Manager

NOTICE OF EXEMPTION

Prepared in accordance with California Environmental Quality Act Section No. 15300, and the Inglewood Municipal Code, the following Notice of Exemption is made.

Project Title:	General Plan Amendment GPA-2020-02
CEQA Case No:	EA-CE-2020-037
Location:	Citywide
Zoning:	All Zones
Project Sponsor:	City of Inglewood
Address:	One Manchester Boulevard, Inglewood, CA 90301
Agency Contact:	Fred Jackson, Senior Planner
Telephone:	(310) 412-5230

Project Description

General Plan Amendment 2020-002 (GPA-2020-002) to amend the Land Use Element of the City of Inglewood General Plan to clarify existing population density and building intensity allowances for all land use designations..

Exempt Status

Categorical Exemption: Section 15061(b)(3) and 15060(c)(2

Reason for Exemption

The proposed General Plan Amendment qualifies under the "common sense" CEQA exemption pursuant to CEQA Guidelines Section 15061(b)(3) and 15060(c)(2), which provides that, where it can be seen with certainty that there is no possibility that a project may have a significant effect on the environment, the project is not subject to CEQA. CEQA only applies to projects that have the potential for causing a significant effect on the environment - either through a direct impact or reasonably, foreseeable indirect impact. The proposed General Plan Amendment will not have a significant impact on the environment and because it clarifies existing land use regulations is therefore exempt from the provisions of CEQA.

Signature: _____

Name: Fred Jackson
Title: Senior Planner
Date: April 1, 2020

CITY OF INGLEWOOD

Planning Division

Inglewood All-America City 2009

Christopher E. Jackson, Sr.
Department Director

Mindy Wilcox, AICP
Planning Manager

NOTICE OF EXEMPTION

Prepared in accordance with California Environmental Quality Act Section No. 15300, and the Inglewood Municipal Code, the following Notice of Exemption is made.

Project Title:	General Plan Amendment GPA-2020-02
CEQA Case No:	EA-CE-2020-037
Location:	Citywide
Zoning:	All Zones
Project Sponsor:	City of Inglewood
Address:	One Manchester Boulevard, Inglewood, CA 90301
Agency Contact:	Fred Jackson, Senior Planner
Telephone:	(310) 412-5230

Project Description

General Plan Amendment 2020-002 (GPA-2020-002) to amend the Land Use Element of the City of Inglewood General Plan to clarify existing population density and building intensity allowances for all land use designations..

Exempt Status

Categorical Exemption: Sections 15061(b)(3), 15060(c)(2) and 15305

Reason for Exemption

The proposed General Plan Amendment qualifies under the "common sense" CEQA exemption pursuant to CEQA Guidelines Sections 15061(b)(3) and 15060(c)(2), which provide that, where it can be seen with certainty that there is no possibility that a project may have a significant effect on the environment, the project is not subject to CEQA. CEQA only applies to projects that have the potential for causing a significant effect on the environment - either through a direct impact or reasonably, foreseeable indirect impact. The proposed General Plan Amendment will not have a significant impact on the environment and because it clarifies existing land use regulations is therefore exempt from the provisions of CEQA. The proposed General Plan Amendment also qualifies for the categorical exemption set forth in CEQA Guidelines section 15305 as "minor alterations in land use limitations," in that the amendments do not authorize new, different or more intense uses as compared to those set forth in the City's existing General Plan.

Signature:
Name: Fred Jackson
Title: Senior Planner
Date: April 1, 2020

The Silverstein Law Firm, APC
June 9, 2020
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EXHIBIT 7

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Jan (January) 28, 2020 — Posted Jan (January) 23, 2020 7:37 PM *01-28-20 City Council Agenda*		
Jan (January) 21, 2020 — Posted Jan (January) 17, 2020 5:16 PM *01-21-2020 City Council Agenda (No Meeting)*		
Jan (January) 14, 2020 — Posted Jan (January) 9, 2020 10:05 PM *01-14-20 City Council Agenda*		
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EXHIBIT 8

2.0 LAND USE

2.1 INTRODUCTION

The Land Use Element is the framework of the General Plan. It correlates goals and policies from all the other mandatory and optional elements into a single section. The patterns of development activity and land uses are set forth that will support and enhance the character of the Town. Although, in the eyes of the law, all General Plan elements are of equal importance, the Land Use Element is the most frequently used and referenced section of the General Plan.

Los Gatos is a mature, predominantly built-out community. Many believe there is little room for growth or change in the physical environment. However, land use is dynamic and change is constant from within and without. Controlling change in an effort to maintain our quality of life is a challenge. Disagreements arise when specific development applications are considered or in an overall discussion of growth. Reaching a consensus on issues relating to development is difficult at best, if not impossible.

"We're special. We demand quality of life." "...we are victims of our vitality and risk losing the charm and feel that makes Los Gatos such a special place. Whether it is intensification of uses that make the parking situation increasingly difficult, the encroaching of mass and scale on our homes and views, or just the loss of peace and quiet, we are undeniably experiencing communal stress."
Mayor Jan Hutchins
January 1999 State of the Town Speech

The Land Use section identifies Issues, Goals, Policies and Implementing Strategies to be used by citizens, staff and decision-makers to ensure that Los Gatos remains special. This section incorporates related issues including traffic and circulation patterns, growth, development, maintenance of neighborhoods and protection of the natural environment. It is not simply a statement of land use patterns typically addressed in a Land Use Element of a General Plan, but rather an overall statement of the use of land and its effects upon the physical environment of the Town of Los Gatos.

All development must comply fully with the General Plan and applicable Specific Plans.

2.2 AUTHORITY FOR THE ELEMENT

The State of California Government Code Section 65302(a) requires that a General Plan include:

> *"...a Land Use Element which designates the proposed general distribution and general location and extent of the uses of the land for housing, business, industry, open space including agriculture, natural resources, recreation and enjoyment of scenic beauty, education, public buildings and grounds, solid and liquid waste disposal facilities and other categories of public and private uses of land.*
> *The Land Use Element shall include a statement of the standards of population density and building intensity recommended for the various districts and other territory covered by the plan."*

The Land Use Element has the broadest scope of any of the State required components of the General Plan. In addition to the State's requirements set forth in the Government Code, it has also been legally established that, while the location of a particular land use may be expressed in general terms, a property owner must be able to identify the General Plan designation for his/her parcel from the land use diagram contained in the Land Use Element.

Among the important implementation mechanisms for the Land Use Element are specific plans and the Zoning Ordinance. The California Government Code requires that the Town's Zoning Ordinance and map be consistent with its General Plan Land Use Element and map, and that all provisions of specific plans adopted by the Town must be consistent with the General Plan they implement.

2.3 RELATIONSHIP OF LAND USE TO OTHER ELEMENTS AND OTHER PLANS

Land Use Consistency

As the framework element of this General Plan, the Land Use Element relates directly to all goals and policies of the other elements and unifies the General Plan by providing the overall policy context for the other elements.

Transportation Element

- ❑ The Land Use Element addresses circulation by setting out, in its map and policies, the location and size of all roadways in the Town coordinated with the land uses the roads will serve. It also notes the planned capacities of all other infrastructure systems that will be necessary to protect the health and welfare of the Town's citizens.

Housing Element

- ❑ The location, type and density of residential units is a key component of the Land Use Element. The Housing Element uses the density ranges specified in the Land Use Element to identify sites to meet the Town's housing needs.

Safety Element

- ❑ The mandates of the Safety Element are reflected in the designation and location of land use, the permitted activities within designated areas, and the patterns of land use that support defensible space, the Town's contingency plan, and fire and other hazard mitigation.

Land Use Element

- ❑ The Land Use Element addresses buffers between noise sensitive uses and noise sources

Conservation Element

- ❑ The Town conserves resources through policies for the wise use of land, water, and energy.
- ❑ Air quality is improved by land use patterns that minimize vehicle travel internal to the Town.
- ❑ The Conservation Element goals address protecting and enhancing the natural environment. Programs that retain natural features such as tree preservation, limited grading and water conservation maintain the natural character of Los Gatos.

Open Space Element

- ❑ The Open Space Element refers to the location, character and use of parks, recreational facilities and preserved, unimproved land.

Land Use Element

- ❑ Land use designations protect and preserve open spaces.
- ❑ The Land Use Element reflects the Town's high priority for quality design

Community Design Element

- ❑ Preserving historical buildings, limiting the size of houses and careful design of new in-fill developments protect the built-out character of Los Gatos.

Specific Plans

The Los Gatos Hillside Specific Plan was adopted jointly by the Town and Santa Clara County in 1978 and 1979 respectively.

- ❑ California State law requires that all specific plans and zoning regulations be consistent with the General Plan. The Hillside Specific Plan, the North Forty Specific Plan, the Redevelopment Plan and other plans that may be adopted as deemed necessary from time to time will be consistent with this General Plan.

2.4 LAND USE DESIGNATIONS

The land use designations serve as a guide to land use potential and must be considered in conjunction with the goals and policies of this General Plan, adopted specific plans, zoning ordinances, development guidelines, regulations and review procedures. The following land use designations appear on the Land Use Map.

Residential Uses

2.4.1. The following definitions pertain to residential land uses as designated on the Land Use Plan (Figure 2.2).

The designated density ranges express the extreme limits of net densities that are reasonable and desirable for the various areas within the Town boundaries and Sphere of Influence. Determining precise density on any property is a function of subsequent implementation There is no guarantee that any individual project will be able to achieve the maximum density. Minimum densities are intended to be a floor, except in the event of conflicts with other elements of the General Plan.

Population density standards are expressed in terms of persons per acre (i.e. the product of the number of dwelling units per acre multiplied by the number of persons per dwelling unit). Persons per dwelling unit is assumed to be 3.5 persons for the Hillside and Low Density Residential designations and 2.0 persons for all other residential land uses. Since the number of persons per dwelling unit varies from household to household and may also change over time, the population density standards indicated below must be considered fairly general and flexible.

a. HILLSIDE RESIDENTIAL: 0-1 Dwellings per net acre
Up to 3.5 persons/acre

The Hillside Residential designation provides for very low density, rural type, large lot or cluster, single-family residential development, and compatible with the unique mountainous terrain and its vegetation.

b. LOW DENSITY RESIDENTIAL: 0-5 Dwellings per net acre
Up to 17.5 persons/acre

The Low Density Residential designation provides for single-family residential properties located on generally level terrain. It encourages single-family residential development in either the standard development established by traditional zoning or by innovative forms obtained through planned development.

Density Ranges
HR-1: 1 - 2.5 acres/ dwelling
HR-2.5: 2.5 - 10 acres/dwelling
HR-5: 5 - 40 acres/dwelling
HR-20: 20 - 160 acres/dwelling
Los Gatos Town Code

c. MEDIUM DENSITY RESIDENTIAL: 5 - 12 Dwellings per net acre
Up to 24 persons/acre

The Medium Density Residential designation provides for multiple-family residential, duplex, and/or small single family homes.

d. HIGH DENSITY RESIDENTIAL: 12 - 20 Dwellings per net acre
Up to 40 persons/acre

The High Density Residential designation provides for more intensive multi-family residential development. Its objective is to provide quality housing in close proximity to transit or a business area.

e. MOBILE HOME PARK: 5-12 Dwellings per net acre
Up to 24 persons/acre

The Mobile Home Park designation provides for mobile home parks. The intent is to provide and preserve Mobile Home Parks as a source of affordable housing.

Non-Residential Uses

2.4.2. The following definitions pertain to non-residential land uses as designated on the Land Use Plan (Figure 2.2).

For non-residential categories, the specific uses mentioned are illustrative only. Restrictions on building intensity are indicated by the allowed land coverage or floor area ratio (FAR) and the maximum height limit. In addition all non-residential land uses are limited by the capacity of the circulation system and available parking. In addition, subject to public review, residential development may be allowed above or behind commercial uses in most of these designations as long as sufficient on-site parking is available for residents without reducing parking available for businesses.

a. OFFICE PROFESSIONAL: Up to 50% land coverage
35' height limit

The Office Professional designation provides for professional and general business offices. This designation applies to various locations throughout the Town, often in close proximity to neighborhood or community oriented commercial facilities or as a buffer between commercial and residential uses. The intent of this designation is to satisfy the community's need for general business and professional services and local employment.

b. CBD - CENTRAL BUSINESS DISTRICT: .6 FAR
45' height limit

The CBD designation applies exclusively to the downtown. This designation:

- encourages a mixture of community-oriented commercial goods, services and lodging, that is unique in its accommodation of small town style merchants and the maintenance of a small town feel and character;
- maintains and expands landscaped open spaces and mature tree growth without increasing setbacks;
- integrates new construction with existing structures of historical or architectural significance and emphasizes the importance of the pedestrian.

c. MIXED USE COMMERCIAL: Up to 50% land coverage
35' height limit

The Mixed Use Commercial designation permits a mixture of retail, office, residential in a mixed use setting, along with lodging, service, auto related businesses, non-manufacturing industrial uses, recreational uses and restaurants. Project designs shall maintain the small town, residential scale and natural environments of adjacent residential neighborhoods. Projects developed under this designation shall be designed to provide prime orientation to the major arterial street frontage and proper transitions and buffers to any adjacent residential property. This designation should never be interpreted to allow development of independent commercial facilities with principal frontage on the side streets.

d. NEIGHBORHOOD COMMERCIAL: Up to 50% land coverage
35' height limit

The Neighborhood Commercial designation provides for necessary day-to-day commercial goods and services required by the residents of the adjacent neighborhoods. This designation encourages concentrated and coordinated commercial development at easily accessible locations.

e. SERVICE COMMERCIAL: Up to 50% land coverage
35' height limit

The Service Commercial designation provides for service businesses necessary for the conduct of households or businesses, such as auto repair, building materials sales, paint suppliers, janitorial services, towing businesses, contractors offices and yards, laundry and dry cleaners,, etc. as well as wholesaling and warehousing activities.

f. LIGHT INDUSTRIAL: Up to 50% land coverage
35' height limit

The Light Industrial designation provides for large-scale office developments and selected, well controlled, research and development, industrial park-type and service oriented light industrial uses that are subject to rigid development standards. These uses should respond to community or region-wide needs.

g. PUBLIC

The Public designation identifies public facilities in the Town such as the Civic Center, court house, schools, parks, libraries, hospitals, churches, and fire stations.

h. AGRICULTURE

The Agricultural designation identifies areas for the production of commercial agricultural crops.

i. OPEN SPACE

The Open Space designation identifies the location of public parks, open space preserves, private preserves and stream corridors.

2.5 GOALS, POLICIES, IMPLEMENTING STRATEGIES

Preserve and Enhance the Community Character

ISSUE: 1

Los Gatos is distinctive. The small town heritage, natural setting and architectural diversity make our town unique. Preserving these attributes is important to this community. New development should be well-designed to preserve and enhance these attributes. Historic buildings should be preserved.

Goal:

L.G.1.1 To preserve, promote, and protect the existing small town character and quality of life within Los Gatos.

Policies:

L.P.1.1 Development shall be of high quality design and construction, a positive addition to and compatible with the Town's ambiance. Development shall enhance the character and unique identity of existing commercial and/or residential neighborhoods.

L.P.1.2 Encourage developers to engage in early discussions regarding the nature and scope of the project and possible impacts and mitigation requirements. These discussions should occur as early as possible in the project planning stage, preferably preceding land acquisition.

L.P.1.3 Encourage economic and social activity consistent with a small-scale, small town atmosphere and image.

Conservation Element

L.P.1.4 Preserve and promote existing commercial centers consistent with the maintenance of a small-scale, small-town atmosphere and image.

L.P.1.5 Preserve existing trees, natural vegetation, natural topography, and riparian and wildlife habitats, and promote tasteful, high quality, well designed, environmentally conscious and diverse landscaping in new and existing developments.

L.P.1.6 Encourage mixed use development consisting of residential above or behind non-residential uses in commercial areas.

L.P.1.7 In-fill projects shall contribute to the further development of the surrounding neighborhood (e.g. improve circulation, contribute to or provide neighborhood unity, eliminate a blighted area, not detract from the existing quality of life).

L.P.1.8 In-fill projects shall be designed in context with the neighborhood and surrounding zoning with respect to the existing scale and character of surrounding structures, and should blend rather than compete with the established character of the area.

Community Design Element / Historic

L.P.1.9 Preserve and protect historic structures including those that have been designated or are contributors in existing historic districts. Use special care in reviewing new buildings or remodels in the vicinity to address compatibility issues and potential impacts.

L.P.1.10 Continue the Town's careful and proactive historic preservation programs, tempered with compassion and understanding of the property owners' needs, desires and financial capabilities.

L.P.1.11 Encourage private/public funding, development and operation of cultural amenities, activities and centers consistent with the small town character of Los Gatos.

L.P.1.12 When the deciding body's decision on a zoning approval is based on assumptions derived from the applicant's promises and/or description of the proposal, those assumptions should become conditions of the approval.

L.P.1.13 Cooperate with the County of Santa Clara to encourage the annexation of unincorporated islands into the Town. The Town will not require the installation of curbs, gutters, sidewalks, or street lights as a condition of annexation nor will these improvements be imposed on annexed areas after annexation unless the residents of the area request such improvements and are willing to participate in the cost of such improvements. This does not prevent the Town from requiring such improvements as a condition of approval of any zoning or subdivision approval if such conditions are normally made on those items and the improvements would be in keeping with the neighborhood.

L.P.1.14 Achieve compliance with Town ordinances and regulations through education, incentives, and other proactive measures in addition to issuing citations, collecting fines or other punitive measures.

L.P.1.15 Recognizing that our ability to preserve our small town character is somewhat dependent on decisions in surrounding communities, take initiative to coordinate and cooperate with other jurisdictions in the region with respect to land use, transportation, and hillside development.

Implementing Strategies:

L.I.1.1 Architectural Standards/Design Criteria: Use adopted architectural standards and design criteria to review development proposals. Periodically review architectural standards and design guidelines and update as necessary for completeness, clarity, and effectiveness.

Time Frame: On-going
Responsible Party: Planning and Deciding Body

L.I.1.2 Neighborhood Meetings: Prepare and distribute with project application information describing guidelines for conducting neighborhood meetings and criteria for reporting the results of neighborhood meetings.

Time Frame: On-going
Responsible Party: Planning

L.I.1.3 In-fill project/Community Benefit: Applicants for in-fill projects shall demonstrate that the project has a strong community benefit.

Time Frame: On-going
Responsible Party: Planning

L.I.1.4 In-fill project/Community Benefit: The deciding body shall make specific findings of community benefit before approving any in-fill project.

Time Frame: On-going
Responsible Party: Planning and Deciding Body

L.I.1.5 Traffic Impact Policy: Review development applications for consistency with the required findings for Traffic Impact Policy.

Time Frame: On-going
Responsible Party: Planning, Engineering and Deciding Body

L.I.1.6 Code Compliance: Maintain a Code Compliance function to effectively enforce the land use regulations in the Town Code.

Time Frame: On-going
Responsible Party: Planning

L.I.1.7 Code Compliance: Town staff will identify major violations (illegal units, sign violations, illegal uses, tree removals, grading violations, etc.) without waiting for public complaint. Town staff will act on minor violations (illegally parked cars, boats, trailers, and campers, etc.) based on public complaints. Additional violations that may be observed during investigation of a complaint will also be acted upon.

Time Frame: On-going
Responsible Party: Planning

L.I.1.8 Community Benefit: Amend the Town Code to include a definition of "Community Benefit" that clearly differentiates it from exactions.

Time Frame: 2000-2005
Responsible Party: Planning and Town Attorney

L.I.1.9 Historic Preservation: Study amending the Town Code to require proposed developments that are otherwise exempt from historic review but that might have an impact on sites of designated or suspected historic significance, be referred to the Historic Preservation Committee for review and opinion.

Time Frame: 2002-2005
Responsible Party: Planning and Town Attorney

L.I.1.10 Zoning Code Update: Perform an audit of the Zoning Code to eliminate outdated sections and insure that all regulations are consistent with this General Plan.

Time Frame: 2000-2002
Responsible Party: Planning and Town Attorney

L.I.1.11 Mixed Use Overlay Zone: Complete a study to analyze a "mixed use" zone or overlay that will include a variety of businesses with differing activity cycles to provide interest and destination points to the residents.

Time Frame: 2002-2005
Responsible Party: Planning

L.I.1.12 F.A.R.: Complete a study to analyze whether lot coverage regulations in commercial and industrial zones should be replaced or augmented with floor area ratios (F.A.R.).

Time Frame: 2002-2005
Responsible Party: Planning

L.I.1.13 Community Education: Continue to educate the general community as to quality design and planning practices by sponsoring community forums with expert speakers, design charrettes and seminars.

Time Frame: On-going
Responsible Party: Planning

L.I.1.14 Story Poles: Require the installation of story poles prior to the approval of new development as required by Town resolution.

Time Frame: On-going
Responsible Party: Planning

L.I.1.15 Continue and expand Town participation in planning processes and decisions in neighboring jurisdictions and regional bodies in order to develop innovative, effective, and coordinated land use, transportation, and hillside development plans and standards that will help preserve our small town character.

Time Frame: On-going
Responsible Party: Planning and Town Council

L.I.1.16 Complete a study with broad public participation to identify effective ways to invite and increase public participation in the planning process.

Time Frame: 2001 - 2002
Responsible Party: Planning

L.I.1.17 Task Forces : Use task forces, ad hoc committees and other means as appropriate to involve residential and commercial interests in Town matters.

Time Frame: On-going
Responsible Party: Planning and Deciding Body

L.I.1.18 Planning Information: Place on the Town's web site the General Plan, specific plans, the zoning code, the Boulevard Plan, design guidelines and other planning documents.

Time Frame: On-going
Responsible Party: Planning

ISSUE 2

Residential Density vs. Building Intensity

As land prices have increased, lot sizes have become smaller while house sizes have expanded. This intensity of land use gives the impression of a higher density than actually exists.

Goal:

L.G.2.1 To limit the intensity of new development to a level consistent with surrounding development and with the Town at large.

L.G.2.2 To reduce the visual impact that new construction and/or remodeling has on our town and its neighborhoods.

L.G.2.3 To preserve the quality of the personal open space (yards) throughout the town.

Policies:

L.P.2.1 Review all development applications in light of the overall mass and scale of the development.

L.P.2.2 Balance size and number of units to achieve appropriate (limit) intensity.

L.P.2.3 Encourage basements and cellars to provide "hidden" sq. ft. In-lieu of visible mass.

L.P.2.4 Increase building setbacks as mass and height increase.

L.P.2.5 Maximize quality usable open space in all new developments

Implementing Strategies:

L.I.2.1 Maximum Floor Area: Set a maximum total floor area for new subdivisions and planned developments as part of the approval process.

Time Frame: On-going
Responsible Party: Planning and Deciding Body

L.I.2.2 Relate Yards to Building Height: Research increasing yard setback regulations to include considerations for building height.

Time Frame: 2000 - 2005
Responsible Party: Planning

L.I.2.3 BMP Program: Study amending the BMP program to set the required number of units based on the total square footage of a project in addition to the requirement based on a percentage of the number of units.

Time Frame: 2000 - 2005
Responsible Party: Planning

L.I.2.4 Maximum House Size: Consider a maximum house size regulation that incorporates various methods for limiting house size.

Time Frame: 2000 - 2005
Responsible Party: Planning

L.I.2.5 Open Space: Consider specifying the type and increasing the quantity of open space required for new developments.

Time Frame: 2000 - 2005
Responsible Party: Planning and Deciding Body

L.I.2.6 Limit Floor Area Increase: Limit the amount of increase in the floor area of the remaining units in a project, when the number of units is reduced as part of the development review process.

Time Frame: On-going
Responsible Party: Planning and Deciding Body

L.I.2.7 Building Height: Consider amending the Zoning Code to reduce the maximum allowable building height.

Time Frame: 2000 - 2005
Responsible Party: Planning

Protect Residential Neighborhoods

ISSUE: 3

Residential neighborhoods in Los Gatos are attractive and well-maintained. Planning for neighborhood preservation and protection is one of the most important purposes of the Town's General Plan. Maintaining neighborhood quality requires: conservation of existing housing, good street design, minimizing and controlling traffic in residential neighborhoods and development review that adheres to quality design Factors such as the introduction of new or excessive traffic, existing substandard infrastructure or economic pressures may cause disruption of neighborhoods.

Goal:

L.G.3.1 To maintain the existing character of residential neighborhoods by controlling development.

Policies:

L.P.3.1 Protect existing residential areas from pressures for non-residential development.

L.P.3.2 Consider nonresidential activity in residential areas only when the character and quality of the neighborhood can be maintained.

L.P.3.3 Protect existing residential areas from adjacent nonresidential uses by assuring that buffers are developed and maintained. Buffers shall be required as conditions of approval and may consist of landscaping, sound barriers, building setbacks or open space.

L.P.3.4 Prohibit uses that may lead to deterioration of residential neighborhoods, or adversely impact the public safety or the residential character of a residential neighborhood.

L.P.3.5 Assure that the type and intensity of land use shall be consistent with that of the immediate neighborhood.

L.P.3.6 Develop and implement appropriate traffic controls to protect residential neighborhoods from the impacts of through traffic such as safety hazards, speeding, noise, and other disturbances.

L.P.3.7 Allow development only with adequate physical infrastructure (e.g., transportation, sewers, utilities, etc.) and social services (e.g., education, public safety, etc.)

L.P.3.8 Discourage corridor lots.

L.P.3.9 Allow alternative uses of sites and facilities of schools, subject to conditions that will protect the surrounding neighborhood.

L.P.3.10 Allow redevelopment of unused school sites commensurate with the surrounding residential neighborhood and availability of services

L.P.3.11 Demolitions: In order to reduce land fill, conserve resources, and preserve neighborhood character, demolitions shallbe discouraged and applicants shall submit structural reports to determine whether the demolition of any principal structure is justified.

Implementing Strategies:

L.I.3.1 Architectural Standards/Design Criteria: Use adopted architectural standards and design criteria to review development proposals.

Time Frame: On-going
Responsible Party: Planning and Deciding Body

L I.3.2 In-fill Projects/Community Benefit Applicants for in-fill projects shall demonstrate that the project has a strong community benefit.

Time Frame: On-going
Responsible Party: Planning

L.I.3.3 In-fill Projects/Community Benefit: The deciding body shall make specific findings of community benefit before approving any in-fill project.

Time Frame: On-going
Responsible Party: Planning and Deciding Body

L.I.3.4 Demolition of Historic Structures: Refer zoning approvals with demolition of historic structures to Historic Preservation Committee.

Time Frame: On-going
Responsible Party: Planning

L.I.3.5 Traffic Impact Policy: Review development applications for consistency with the required findings for Traffic Impact Policy.

Time Frame: On-going
Responsible Party: Planning, Engineering and Deciding Body

L.I.3.6 Planned Developments: Study the appropriateness of permitting Planned Development applications on parcels smaller than 40,000 square feet.

Time Frame: 2000 - 2005
Responsible Party: Planning

L.I.3.7 Standards for Non-residential Uses: Develop standards for traffic, noise, intensity and overall size for non-residential uses in residential zones.

Time Frame: 2000 - 2005
Responsible Party: Planning

L.I.3.8 Periodic Review of CUP's: The conditional use permit approvals for marginal/alternative (non-residential) uses in residential zones shall be periodically reviewed by the Planning Commission for any adverse impacts, nuisances or any required modifications.

Time Frame: On-going
Responsible Party: Planning Commission

L.I.3.9 Corridor Lots: Corridor lots may only be considered if the use of a corridor lot decreases the amount of public street required for the subdivision, contributes to the surrounding neighborhood, and is in context with the existing scale and established character of the neighborhood. The subdivider must also demonstrate that the use of a corridor lot benefits surrounding properties.

Time Frame: On-going
Responsible Party: Planning

L.I.3.10 Story Poles: Require the erection of story poles prior to the approval of new development.

Time Frame: On-going
Responsible Party: Planning

ISSUE: 4

Maintain the Variety and Individual Identity of Residential Neighborhoods

One of Los Gatos' most outstanding assets is the visual diversity of its individual neighborhoods. Development represents a variety of architectural styles from various eras, embodying a variety of sizes, design features, and building materials resulting in neighborhoods with their own unique identity. Unique districts or neighborhoods can be the product of an underlying theme or character (e.g. architectural, cultural, or historical) or can be created by physical barriers (e.g. hillsides, freeways or major streets).

Goal:

L.G. 4.1 To preserve and enhance existing community and neighborhood character and sense of place.

Policies:

L.P.4.1 Continue to encourage a variety of housing types and sizes that is balanced throughout the Town and within neighborhoods and that is also compatible with the character of the surrounding neighborhood.

L.P.4.2 Ensure that new development s a positive addition to the Town's environment and does not detract from the nature and character of appropriate nearby established development.

L.P.4.3 Maintain the character and identity of existing neighborhoods. New construction, remodels, and additions shall be compatible and blend with the existing neighborhood.

L.P.4.4 Avoid Demolitions. If allowed, the replacement house should be similar in size and scale as the original and maintain the neighborhood character.

L.P.4.5 Maintain the Town's capacity to meet its housing needs as identified in the Housing Element.

L.P.4.6 Preserve and protect historic structures and use special care in reviewing new buildings or remodels in their vicinity to address compatibility issues and potential impacts.

L.P.4.7 Continue the Town's careful and proactive historic preservation programs, tempered with compassion and understanding of the property owners' needs, desires and financial capabilities.

Implementing Strategies:

L.I.4.1 Letters of Justification: Require applicants to submit letters of justification to show how new residential development contributes to the balance of types and sizes.

Time Frame: On-going
Responsible Party: Applicant and Deciding Body

L.I.4.2 Development Review: Review development proposals against adopted Residential Design Standards.

Time Frame: On-going
Responsible Party: Planning and Deciding Body

L.I.4.3 Maintain Neighborhood Character: The deciding body shall use F.A.R. and adopted residential design guidelines to maintain existing neighborhood character.

Time Frame: On-going
Responsible Party: Planning and Historic Preservation Committee

L.I.4.4 Demolition of Historic Structures: Refer zone change and planned development applications that may result in the demolition of historic structures to the Historic Preservation Committee for review and recommendation.

Time Frame: On-going
Responsible Party: Planning and Historic Preservation Committee

L.I.4.5 In-fill Findings: Review development applications for consistency with the required findings for In-Fill Policy.

Time Frame: On-going
Responsible Party: Planning and Deciding Body

L.I.4.6 Traffic Impact Findings: Review development applications for consistency with the required findings for Traffic Impact Policy.

Time Frame: On-going
Responsible Party: Planning and Deciding Body

L.I.4.7 Winchester Boulevard Rezoning: Consider amending the General Plan's Land Use Element and the Zoning Code to preserve the existing residential uses along Winchester Boulevard between Shelburne Way and Pleasant View.

Time Frame: 2000 - 2005
Responsible Party: Planning

L.I.4.8 Neighborhood Specific Design Standards: Prepare residential design standards that are neighborhood specific to protect the unique character of various neighborhoods throughout the Town.

Time Frame: 2000 - 2005
Responsible Party: Planning and Architectural Standards Committee

L.I.4.9 Design Standards: Prepare design standards for replacement single family dwellings that replicates the size, scale and mass of the original structure.

Time Frame: 2000 -2005
Responsible Party: Planning and Architectural Standards Committee

L.I.4.10 New Historic and Conservation Districts: Identify, survey and adopt new historic districts.

Time Frame: 2000 - 2005
Responsible Party: Planning and Historic Preservation Committee

L.I.4.11 Identify Alternative Sites to Meet Housing Needs: The Housing Element assumes that sites designated medium and high density residential will be developed at the upper end of the density range. Whenever the Town approves a development at a lower density on one of these sites, one or more other sites should be identified to maintain the Town's capacity to meet its housing needs as identified in the Housing Element, subject to neighborhood compatibility and mitigation of traffic impacts.

Time Frame: On-going
Responsible Party: Planning and Deciding Body

L.I.4.12 Story Poles: Require the erection of story poles prior to the approval of new development.

Time Frame: On-going
Responsible Party: Planning

L.I.4.13 Update Design Guidelines: Update and revise the adopted Residential Design Guidelines and consider incorporating illustrations.

Time Frame: 2000 - 2005
Responsible Party: Planning

L.I.4.14 Update the General Plan's Housing Element after the demographic breakouts of the 2000 census are available.

Time Frame: 2001 - 2003
Responsible Party: Planning and Community Services

Provide a Mix of Commercial & Industrial Land Uses to Maintain a Full-Service Town

ISSUE: 5

It is important to the economic vitality of the Town and to the general benefit of the residents that goods and services are readily available to the citizens of Los Gatos. If a full range of goods and services are not provided sales tax "leakage" will occur, reducing the Town's fiscal stability

Goal:

L.G.5.1 To provide residents with adequate commercial and industrial services.

L.G.5.2 To maintain a balanced, economically stable community within environmental goals.

Policies:

L.P.5.1 Maintain a variety of commercial uses (a strong downtown commercial area combined with Los Gatos Boulevard and strong neighborhood commercial centers) to meet the shopping needs of residents and to preserve the small-town atmosphere.

L.P.5.2 Encourage a mix of retail, office and professional uses in commercial areas, except in the Central Business District where retail should be emphasized.

L.P.5.3 Require full public review for commercial development to ensure compatibility with adjacent neighborhoods and the Town.

L.P.5.4 Encourage existing light industry and service commercial uses to remain or be replaced with similar uses.

L.P.5.5 Encourage the development and retention of locally-owned stores and shops.

L.P.5.6 Encourage development that maintains and expands resident-oriented services and/or creates employment opportunities for local residents consistent with overall land use policies of the Town.

L.P.5.7 Only allow land uses for which public costs can be justified by overall community benefit.

L.P.5.8 "Broadening the tax base" shall never be the sole reason for allowing new commercial development or approving a change in a commercial land use.

L.P.5.9 Retail sales tax "leakage" should be kept to a minimum by providing in-town convenience and comparative shopping opportunities.

Implementing Strategies:

L.I.5.1 Revise CUP Table: Study Conditional Use Permit Table to determine if any changes (deletions or additions) need to be made to list of uses. Considerations should include factors such as size of building and/or floor space occupied, traffic generation and whether the use would dictate a "trademark" style of building.

Time Frame: 2000 - 2005
Responsible Party: Planning, Town Manager and the Chamber of Commerce

L.I.5.2 Early Review: Encourage applicants to submit applications to the Conceptual Development Advisory Committee prior to a formal development application submittal.

Time Frame: On-going
Responsible Party: Planning

L.I.5.3 Permit Streamlining: Maintain the Town's permit streamlining program.

Time Frame: On-going
Responsible Party: All Departments

L.I.5.4 Information Handouts: Develop handouts and informational materials for use by residents and businesses.

Time Frame: On-going
Responsible Party: Planning, Building and Engineering

L.I.5.5 North 40 Specific Plan: Zoning shall be changed as part of development applications to provide consistency with the Vasona Light Rail and Route 85 Element and other elements of this General Plan and with any future specific plan prepared for this area.

Time Frame: On-going
Responsible Party: Applicants

L.I.5.6 Identify Needed Businesses: In cooperation with the Chamber of Commerce, the Town should identify those businesses that are needed in the Town, and actively recruit those businesses.

Time Frame: On-going
Responsible Party: Town Manager, Redevelopment Agency and the Chamber of Commerce

L.I.5.7 Fiscal Impacts: Review the fiscal impacts/benefits that proposed projects will have on the Town and local school districts.

Time Frame: On-going
Responsible Party: Planning and Deciding Body

ISSUE: 6

Maintain the Historical Downtown

Downtown Los Gatos is the historic heart of the Town. It is the center of the Town's government services and sets the spirit and style of the whole Town. Downtown is unique in Silicon Valley in its architecture, historic small town mixture of goods and services, pedestrian scale and integration of commercial and residential uses. Convenient access and adequate parking are important to the vitality of the downtown, but must be balanced with maintaining the small town character.

Goal:

L.G.6.1 To maintain the historic character of the downtown.

L.G. 6.2 To preserve downtown Los Gatos as the historic center of the Town with goods and services for local residents while maintaining the existing Town identity, environment and commercial viability.

Policies:

L.P.6.1 Encourage the preservation, restoration, rehabilitation, reuse and maintenance of existing buildings.

L.P.6.2 Encourage the development and retention of small businesses and locally-owned stores and shops that are consistent with small town character and scale.

L.P.6.3 Consider outdoor seating in restaurants/coffee shops only when the historic character and quality of the Downtown and adjacent neighborhoods can be maintained.

L.P.6.4. Establish and maintain strong boundaries between the CBD and adjacent residential neighborhoods.

L.P.6.5 Recognize and encourage the different functions, land use patterns, and use mixes of the various commercial areas within the downtown. This includes:

- ❑ The pedestrian scale, specialty orientation of the CBD.
- ❑ The convenience shopping land use pattern of areas north of Saratoga Avenue to about Blossom Hill Road, and
- ❑ The mixed use commercial activities along Santa Cruz Avenue and the service commercial activities along University Avenue between Andrews, Roberts, and Blossom Hill Roads.

L.P.6.6 Encourage mixed uses to increase residential opportunities in commercial zones.

Implementing Strategies:

L.I.6.1 Threshold Floor Area: Study amending the Town Code to establish a threshold floor area that would require a conditional use permit for new businesses.

Time Frame: 2000 - 2005
Responsible Party: Planning

L.I.6.2 Commercial Rent Mediation: Study whether some form of commercial rent mediation would benefit the community by protecting small businesses and locally owned shops.

Time Frame: 2000 - 2005
Responsible Party: Planning

ISSUE: 7

Los Gatos Boulevard

Los Gatos residents want to develop Los Gatos Boulevard as a distinct place that enhances the quality of life of the people of Los Gatos through its beauty, economic vitality, and community. Community opinion expressed during the development and adoption of the Los Gatos Boulevard Plan stated that the land uses along Los Gatos Boulevard should create a shopping experience and destinations that complement the characteristics of Downtown.

Goal:

L.G.7.1 To provide a transition from higher intensity uses at the north end of Los Gatos Boulevard at Lark Avenue to existing residential uses at the south end of Los Gatos Boulevard.

L.G.7.2 To provide clear direction to potential developers.

L.G.7.3 To encourage redevelopment, possibly including appropriate and compatible re-zoning, of parcels that are experiencing a high vacancy rate.

L.G.7.4 To promote commercial activity that complements the whole Town.

L.G.7.5 To provide a dependable source of income, employment opportunities, goods and services.

L.G.7.6 To encourage a mixture of uses along Los Gatos Boulevard, including where appropriate, mixed-use parcels that are compatible with surrounding uses.

L.G.7.7 To provide for uses with a family and resident orientation.

L.G.7.8 To encourage pedestrian amenities, scale, and design.

Policies:

L.P.7.1 New development must be designed in order to minimize adverse impacts upon adjacent residential areas.

L.P.7.2 Encourage mixed uses to increase residential opportunities in commercial zones.

L.P.7.3 Retain and enhance auto dealerships.

L.P.7.4 Auto related uses currently existing shall be allowed to remain indefinitely.

L.P.7.5 New and relocating auto-related businesses shall be located a)north of Los Gatos - Almaden Road, b) adjacent to existing auto dealerships, or c) on a vacant site previously used for permitted auto sales.

L.P.7.6 Neighborhood commercial, multi-family residential and office uses shall be concentrated south of Los Gatos - Almaden Road.

L.P.7.7 Uses on Los Gatos Boulevard south of Shannon Road shall be residential or office; existing non-residential uses shall not be intensified and existing vacant property and residential uses shall be developed as Single Family Residential.

L.P.7.8 Commercial and mixed use development north of Lark shall be in keeping with the Vasona Light Rail and Route 85 Element, the North 40 Specific Plan (when adopted) and shall provide/incorporate Boulevard, Downtown and regional transit access accordingly.

L.P.7.9 Establish and maintain strong boundaries between the commercial uses along Los Gatos Boulevard and adjacent residential neighborhoods.

L.P.7.10 New landscaping, streetscape as well as new development shall be designed to encourage pedestrian use.

Implementing Strategies:

L.I.7.1 Commercial Image: Work with existing auto dealers and other commercial property owners and merchants to develop an appropriate commercial image specifically for Los Gatos Boulevard.

Time Frame: 2000 - 2005
Responsible Party: Town Manager and Chamber of Commerce

L.I.7.2 Development Review Process: Revise the development review process for exterior improvements to existing buildings to allow approval by staff subject to compliance with Los Gatos Boulevard Design Standards.

Time Frame: 2000 - 2005
Responsible Party: Planning

L.I.7.3 Architectural Standards/Design Criteria: Use adopted Los Gatos Boulevard Design Standards to review development proposals.

Time Frame: On-going
Responsible Party: Planning and Deciding Body

L.I.7.4 Land Use Policy: Develop land use policy to provide clear direction to potential developers.

Time Frame: 2000 - 2005
Responsible Party: Planning and Town Council

L.I.7.5 Los Gatos Boulevard Plan: Implement the Los Gatos Boulevard Plan.

Time Frame: On-going
Responsible Party: Planning, Engineering and Public Works

L.I.7.6 Promotional Sales Activities: Allow auto dealers and other commercial property owners and merchants to conduct occasional promotional sales activities with a "festival" atmosphere with appropriate restrictions to reduce traffic congestion and impacts on neighboring commercial and residential uses.

Time Frame: On-going
Responsible Party: Planning

L.I.7.7 Pedestrian/bike Links: Provide more pedestrian/bike areas and links to adjacent residential areas to foster neighborhood use of commercial centers.

Time Frame: On-going
Responsible Party: Planning, Engineering and Public Works

L.I.7.8 North of Los Gatos-Almaden Road: Encourage new or relocating auto-related businesses to relocate to available property north of Los Gatos-Almaden Road.

Time Frame: On-going
Responsible Party: Town Manager, Planning and Chamber of Commerce

L.I.7.9 Seven Mile Reservoir: Explore use of "air space" over Seven Mile Reservoir for landscaped open passive open space.

Time Frame: 2000 - 2005
Responsible Party: Planning, Parks and Public Works

L.I.7.10 South of Los Gatos - Almaden Road: Encourage replacement of vacated business south of Los Gatos - Almaden Road with neighborhood commercial, multi-family, or office uses.

Time Frame: On-going
Responsible Party: Planning

Maintain the Natural Environmental Setting

ISSUE: 8

Los Gatos is outstanding in its respect for the natural environment. The Santa Cruz Mountains are a major natural feature and form the backdrop for Los Gatos. Maintaining the tree cover, the creeks, streams and riparian corridors, and accommodating wildlife is a major part of the community's identity.

Goal:

L.G.8.1 To preserve the natural topography and ecosystems within the Town's Sphere of Influence.

L.G.8.2 To promote a sustainable community by protecting environmental needs without compromising the ability of future generations to meet their needs.

Policies:

L.P.8.1 Preserve the Town's distinctive and unique environment by preserving and maintaining the natural topography, wildlife and vegetation and by mitigating and reversing the harmful effects of traffic congestion, pollution and environmental degradation on our urban landscape.

L.P.8.2 Limit Hillside development o that specified in the Hillside Specific Plan. Minimize development and preserve and enhance the rural atmosphere and natural plant and wildlife habitats in the hillside.

L.P.8.3 Preserve and protect the natural state of the Santa Cruz Mountains and surrounding hillsides, by, among other things discouraging development on and near the hillsides as well as development that blocks the views of the hillsides.

L.P.8.4 Emphasize preserving the natural land forms by minimizing grading. Grading should be limited only to the area needed to place the main house on the property.

L.P.8.5 Allow development that is only environmentally suitable to such use.

L.P.8.6 Preserve existing creeks and riparian habitat in as natural state as possible.

L.P.8.7 When a development project is adjacent to a creek, the approval shall include a condition that the creek be dedicated to the Town in fee with a maintenance easement granted to the Santa Clara Valley Water District.

L.P.8.8 Existing specimen trees shall be preserved and protected as a part of any development proposal.

L.P.8.9 Encourage innovative and efficient management of natural resources.

L.P.8.10 Limit hillside development to that which can be safely accommodated by our rural two lane roads.

L.P.8.11 Encourage the use of scenic easements to preserve viewsheds.

L.P.8.12 Work with Santa Clara County to ensure that projects developed in the County meet Town policies and standards, do not induce further development, and do not unduly burden the Town.

Implementing Strategies:

L.I.8.1 Grading Permits: Require Architecture and Site approval for grading permits.

Time Frame: On-going
Responsible Party: Planning and Engineering

L.I.8.2 Grading Permits: Require grading permits to insure that the grading of slopes and sites proposed for development will be minimized.

Time Frame: On-going
Responsible Party: Planning and Engineering

L.I.8.3 Story Poles: Require the erection of story poles prior to the approval of new development.

Time Frame: On-going
Responsible Party: Planning

L.I.8.4 Limit Impervious Surfaces: Revise Town codes to limit the impervious surfaces in most zones. Alternative materials and designs shall be encouraged for driveways, parking areas and parking lots in all zones except the C-2 zone. Examples include but are not limited to: "ribbon strip" driveways (pavement in tire areas, grass or gravel in the middle), pervious paving material, gravel surface for overflow parking lots. Design parking lots to drain into landscaped areas.

Time Frame: 2000 - 2005
Responsible Party: Planning and Engineering

L.I.8.5 Limit Size of Hillside Houses: Amend the Town Code to limit the size of houses in the hillside area.

Time Frame: 2000-2001
Responsible Party: Planning and Architectural Standards and Hillsides Committee

L.I.8.6 Hillside Development Standards: The Town shall continue to work with the County in updating hillside development standards, and annexations shall be encouraged within the Urban Service Boundary.

Time Frame: On-going
Responsible Party: Planning

L.I.8.7 Landscape Design Standards: Prepare landscape design standards that are environmentally conscious, maximize the use of native and drought-tolerant species, and encourage well planned planting schemes, that include appropriate sized plant material in sufficient density to add to the thoughtfulness and beauty of the Town.

Time Frame: On-going
Responsible Party: Parks

L.I.8.8 Open Space: Maximize preservation of open space and scenic vistas by requiring dedications in fee (preferred) or easements and by restricting buildable areas on lots. Where buildable areas are restricted through clustering, planned developments, or other means, these means shall not allow higher overall density on the parcel than would otherwise be allowed by the zoning. Dedications should be made jointly to Town and Mid-Peninsula Regional Open Space District.

Time Frame: On-going
Responsible Party: Planning, Engineering and Parks

L.I.8.9 Open Space: Sponsor an existing agency or create a new agency to encourage private property owners to dedicate open space easements to the Town.

Time Frame: On-going
Responsible Party: Town Manager

L.I.8.10 Hillside Design Standard: Houses shall be designed to step down the contours rather than be designed for flat pads.

Time Frame: On-going
Responsible Party: Planning and Architectural Standards Committee

L.I.8.11 Ridge lines: Review all subdivisions and house plans to avoid having structures project above the ridge lines when seen from the valley floor. Avoid grading that would alter the natural ridge line.

Time Frame: On-going
Responsible Party: Planning and Deciding Body

L.I.8.12 Grading Moratorium: Prohibit grading in hillside areas between October 1 and April 15. Install interim erosion control measures shown on the approved interim erosion control plan by October 1.

Time Frame: On-going
Responsible Party: Planning and Engineering

L.I.8.13 Soils and Geologic Reports: For projects with potential grading, erosion and sediment control problems, soils and geologic reports will be provided during the development review process.

Time Frame: On-going
Responsible Party: Planning, Building and Engineering

L.I.8.14 Geologic Reports: Require geologic reports to specify construction methods to protect the proposed project as well as existing residences in the vicinity from identified hazards.

Time Frame: On-going
Responsible Party: Applicant, Planning, Building and Engineering

L.I.8.15 Environmental Impact Reports: Staff should err on the side of requiring an Environmental Impact Report to ensure adequate consideration of environmental concerns associated with projects.

Time Frame: On-going
Responsible Party: Planning

L.I.8.16 Reverse and prevent harmful development impacts: The Town shall design and implement programs and procedures to mitigate the effects of past developments, and to review and prevent or mitigate the impacts of future development on community sustainability.

Time Frame: On-going
Responsible Party: Planning

The Silverstein Law Firm, APC
June 9, 2020
Further Objections to General Plan Amendments and Notices of Exemption for, and of General Plan Amendment GPA-2020-01 and GPA-2020-02;
CEQA Case Nos. EA-CE-2020-036 and EA-CE-2020-037

EXHIBIT 9

Sat. Jun 6th, 2020

Letter to the Editor: Inglewood voters need to wake up

2urbangirls (https://2urbangirls.com/author/admin/) 2 weeks ago

Dear 2UrbanGirls,

The proposed changes to the general plan are exactly what the rich-out-of-town campaign contributors put the council in place to do-Destroy the community of Inglewood for THEIR personal enrichment. The four overpaid aye men will vote as they always do..without regard for their neighbors in an effort to please THE DECISION CZAR. With a 400% density increase here and a 800% density increase there no one should notice the 1380% increase over there. Like the frog in boiling water, or the lambs following "their leader" to slaughter, Inglewood residents may one day wake up and notice while they kept their voices silent their "quarters" have been made smaller, the shading magnolias have been removed , and their investment in the American dream has transformed to live as a sardine.

The winners here are developers who use our tax money to buy their large estates for their families and the realtors who claim higher property value is the important thing , (yes to them since their

commissions are higher) The losers are individual residents who want their children to enjoy the promise of democracy rather than dictatorship, in a safe, stable, house with a piece of grass , fresh air, and limited traffic in a neighborhood where lifetime friendships flourish.

This recent pandemic should have taught everyone an important lesson Personal Space shouldn't be a luxury only for billionaires and millionaires, it is important for all, even the residents of Inglewood. See what "Playa Vista- esk." plans these four have approved at "urbanize LA" or get the details at "the arroyo group" > (enjoy the pretty renderings-you paid for those pretty pics)

Tell your council member his aye or yes today will be your vote for someone else in November.
When do you think the letters over one Manchester will be changed to "The New Chavez Ravine" or "Welcome to Tara" ?

Not a sardine

General Plan Amendment – Environmental Justice
(https://www.cityofinglewood.org/AgendaCenter/ViewFile/Item/9197?fileID=4444)

General Plan Amendment – Land Use
(https://www.cityofinglewood.org/AgendaCenter/ViewFile/Item/9198?fileID=4445)

**Editor's note, Public Hearings will take place on the General Plan amendments on June 9, 2020.

Leave a Reply

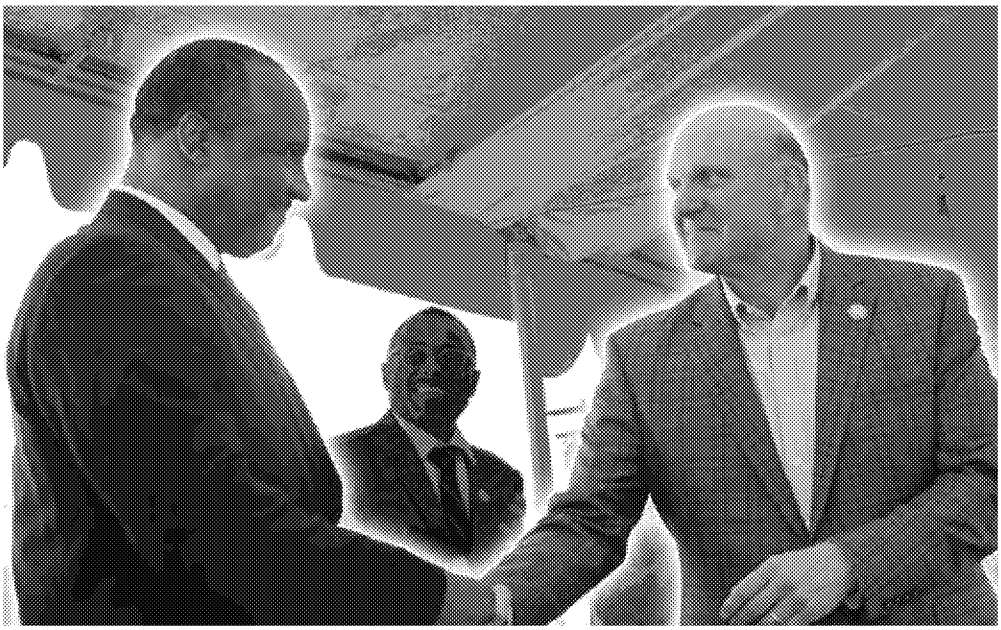
Your email address will not be published.

Comment

Sat. Jun 6th, 2020

City of Inglewood Public Hearing: Amending the General Plan

2urbangirls (https://2urbangirls.com/author/admin/) 1 day ago



The city of Inglewood will hold a public hearing on amending the city's General Plan which will drastically affect the density rate. As foreign investors continue to invest in housing one of the key selling points Turnstone Capital (https://2urbangirls.com/turnstone-capital-japanese-investors-inglewood-20160330/) points out is taking advantage of "increasing density which allows to increase value in real estate assets".

10818 Yukon Ave. (photo: 2UrbanGirls)

Creating density and increasing value involves this scenario. An investor purchases two single family homes, adjoins the parcels, and creates a multi-family residence. This is troublesome for a city like Inglewood which already lacks parking and has created a citywide parking permit system which only allows two parking permits per household.

The General Plan is being amended to specifically increase density for the proposed Clippers arena, aka the Inglewood Basketball and Entertainment Center (IBEC).

Long-time resident Diane Sambrano spoke to 2UrbanGirls about why this should concern Inglewood residents.

"This amendment is exactly what the greedy out-of-town developers, who have financed the current councils election and local realtors who seek to personally profit desires," said Sambrano.

"The quality of life decreases for residents will be significant as the number of allowable dwellings will choke out green space, increase traffic and all but eliminate neighborhoods of single family homes.

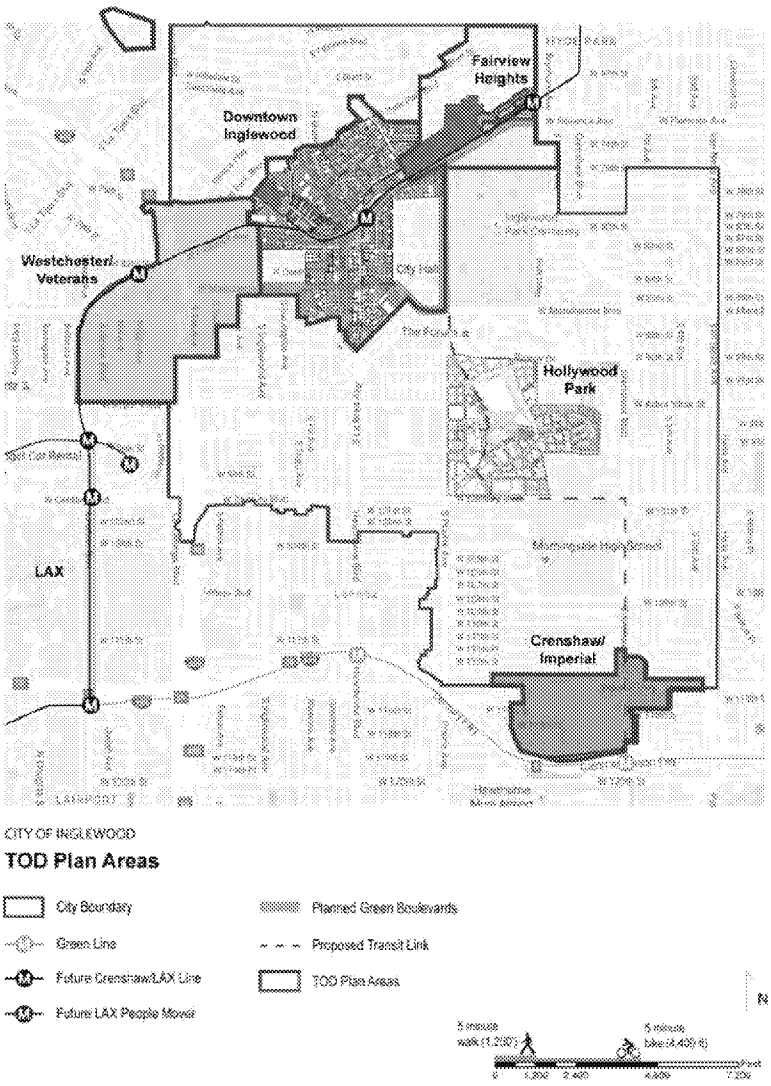
Sambrano specifically refers to a new housing development in the city's north end at Plymouth and Labrea.

115 Plymouth (photo: google images)

The properties located along a stretch of Plymouth became the subject of a *Letter to the Editor (https://2urbangirls.com/letter-to-the-editor-shady-real-estate-transactions-in-the-city-of-inglewood/)* concerning the delay in filing recording documents on behalf of the owners.

"Twenty townhomes will replace eleven existing single family homes," said Sambrano. "This was all down under the Arroyo Group who taxpayers essentially paid to destroy their community."

Arroyo Group's website depicts plans for 3,000 units at Crenshaw-Imperial which will replace the shopping center where Superior Market, Big 5 and other small businesses are located.



You may recall many business owners complained that the city cut off some turning access at the intersection of Crenshaw and 113th Street at Wells Fargo. One could assume the city was attempting to sabotage the businesses to justify closing the center in favor of the housing development.

A 14 story hotel will be erected at 3820 W. 102nd Street and another monstrous hotel at 11111 S. Prairie Avenue and 4026 W. 111th Street (https://www.cityofinglewood.org/AgendaCenter/ViewFile/Item/5475?fileID=2982).

The James T. Butts Jr. administration is methodically increasing density to drive out long term residents of the city of Inglewood.

Inglewood residents Kenneth and Dawn Baines hired the Silverstein Law Firm to file an opposition to the amended plan.

They are also opposed to the fact that the IBEC project, (https://www.cityofinglewood.org/AgendaCenter/ViewFile/Item/9198?fileID=4445)which has been criticized for 42 environmental adverse actions, would be alleviated should the city change the General Plan.

Their opposition was related to the city's lack of proper notification. The city utilizes Inglewood Today newspaper to publish the notices, however, despite the vast taxpayer funds pumped into the weekly publication, they are not delivered to homeowners. Instead they have to hunt the paper down thus missing out on these important announcements.

No opposition was filed on behalf of any existing environmental group in the city of Inglewood.

Inglewood Today Publisher Willie Brown is involved in a battle with resident Halimah Ginyard, who runs a popular Inglewood focused Facebook group and has become Executive Director of the Inglewood Chamber, registered herself as the publisher (https://www.gopetition.com/petitions/call-for-resignation-of-halimah-ginyard-executive-director-of-inglewood-chamber-for-unethical-behavior.html?fbclid=IwAR3Ftc1yZqGmXW2z1aFiCkZNewqdguu8lcctml8uiQPN2tuqa8zWG5J2IK4) of Brown's twenty year old newspaper.

It is possible Ginyard has usurped advertising funds from his paper with this action.

Board members of the Inglewood Chamber, which include realtors and other reputable city businesses, continue to allow unethical and unscrupulous persons to be the leader of the organization which saw the former Executive Director removed related to mismanaging chamber funds.

Related: Letter to the Editor: Inglewood Mayor threatens Board of the Inglewood Airport Area Chamber of Commerce (https://2urbangirls.com/letter-to-the-editor-inglewood-mayor-threatens-board-of-the-inglewood-airport-area-chamber-of-commerce/)

Was Ginyard installed there to continue the alleged pillaging of chamber funds (https://2urbangirls.com/is-the-inglewood-chamber-of-commerce-funneling-donations-to-inglewood-city-council-members/) or is Mayor Butts attempting to forcefully take over Brown's paper through her filing?

The Public Hearing will take place Tuesday, June 9th at 2pm and you can watch the meeting on the city's Facebook (https://www.facebook.com/cityofinglewood/) page.

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 41

Notice of Completion & Environmental Document Transmittal

Mail to: State Clearinghouse, P.O. Box 3044, Sacramento, CA 95812-3044 (916) 445-0613
For Hand Delivery/Street Address: 1400 Tenth Street, Sacramento, CA 95814

SCH #2018021056

Project Title: Inglewood Basketball and Entertainment Center

Lead Agency: City of Inglewood — Contact Person: Artie Shaw
Mailing Address: 1 Manchester Boulevard — Phone: (310) 412-5301
City: Inglewood — Zip: 90301 — County: Los Angeles

Project Location: County: Los Angeles — City/Nearest Community: California
Cross Streets: S. Prairie Ave., W. Century Blvd., S. Doty Ave. W. 101st and W. 102nd Streets — Zip Code: 90303, 90304
Longitude/Latitude (degrees, minutes and seconds): ____° ____′ ____″ N / ____° ____′ ____″ W — Total Acres: Approx. 28 acres
Assessor's Parcel No.: — Section: N/A — Twp.: N/A — Range: N/A — Base: N/A
Within 2 Miles: State Hwy #: — Waterways:
Airports: — Railways: Metro — Schools:

Document Type:

CEQA: ☐ NOP ☐ Draft EIR — NEPA: ☐ NOI — Other: ☐ Joint Document
☐ Early Cons ☐ Supplement/Subsequent EIR ☐ EA ☐ Final Document
☐ Neg Dec (Prior SCH No.) ☐ Draft EIS ☒ Other: AB 987 Application
☐ Mit Neg Dec Other: ☐ FONSI

Local Action Type:

☐ General Plan Update ☐ Specific Plan ☐ Rezone ☐ Annexation
☐ General Plan Amendment ☐ Master Plan ☐ Prezone ☐ Redevelopment
☐ General Plan Element ☐ Planned Unit Development ☐ Use Permit ☐ Coastal Permit
☐ Community Plan ☐ Site Plan ☐ Land Division (Subdivision, etc.) ☒ Other: AB 987

Development Type:

☐ Residential: Units ____ Acres ____
☒ Office: Sq.ft. 71,000 Acres ____ Employees ____
☒ Commercial: Sq.ft. 63,000 Acres ____ Employees ____
☐ Industrial: Sq.ft. ____ Acres ____ Employees ____
☐ Educational:
☒ Recreational: 915,000 s.f
☐ Water Facilities: Type ____ MGD ____
☐ Transportation: Type
☐ Mining: Mineral
☐ Power: Type ____ MW
☐ Waste Treatment: Type ____ MGD
☐ Hazardous Waste: Type
☐ Other: 85,000 practice and training facility, 25,000 s.f. sports

Project Issues Discussed in Document:

☐ Aesthetic/Visual ☐ Fiscal ☐ Recreation/Parks ☐ Vegetation
☐ Agricultural Land ☐ Flood Plain/Flooding ☐ Schools/Universities ☐ Water Quality
☒ Air Quality ☐ Forest Land/Fire Hazard ☐ Septic Systems ☐ Water Supply/Groundwater
☐ Archeological/Historical ☐ Geologic/Seismic ☐ Sewer Capacity ☐ Wetland/Riparian
☐ Biological Resources ☐ Minerals ☐ Soil Erosion/Compaction/Grading ☐ Growth Inducement
☐ Coastal Zone ☐ Noise ☐ Solid Waste ☐ Land Use
☐ Drainage/Absorption ☐ Population/Housing Balance ☐ Toxic/Hazardous ☐ Cumulative Effects
☒ Economic/Jobs ☐ Public Services/Facilities ☒ Traffic/Circulation ☒ Other: Greenhouse gas

Present Land Use/Zoning/General Plan Designation:

Industrial and Commercial General Plan designations. C-21 Airport Commercial, M-1L Limited Manufacturing, P-1 Parking, R-2

Project Description: *(please use a separate page if necessary)*

See Attached.

Note: The State Clearinghouse will assign identification numbers for all new projects. If a SCH number already exists for a project (e.g. Notice of Preparation or previous draft document) please fill in.

Reviewing Agencies Checklist

Lead Agencies may recommend State Clearinghouse distribution by marking agencies below with and "X".
If you have already sent your document to the agency please denote that with an "S".

X	Air Resources Board	____	Office of Historic Preservation
____	Boating & Waterways, Department of	____	Office of Public School Construction
____	California Emergency Management Agency	____	Parks & Recreation, Department of
____	California Highway Patrol	____	Pesticide Regulation, Department of
____	Caltrans District # ____	____	Public Utilities Commission
____	Caltrans Division of Aeronautics	____	Regional WQCB # ____
____	Caltrans Planning	____	Resources Agency
____	Central Valley Flood Protection Board	____	Resources Recycling and Recovery, Department of
____	Coachella Valley Mtns. Conservancy	____	S.F. Bay Conservation & Development Comm.
____	Coastal Commission	____	San Gabriel & Lower L.A. Rivers & Mtns. Conservancy
____	Colorado River Board	____	San Joaquin River Conservancy
____	Conservation, Department of	____	Santa Monica Mtns. Conservancy
____	Corrections, Department of	____	State Lands Commission
____	Delta Protection Commission	____	SWRCB: Clean Water Grants
____	Education, Department of	____	SWRCB: Water Quality
____	Energy Commission	____	SWRCB: Water Rights
____	Fish & Game Region # ____	____	Tahoe Regional Planning Agency
____	Food & Agriculture, Department of	____	Toxic Substances Control, Department of
____	Forestry and Fire Protection, Department of	____	Water Resources, Department of
____	General Services, Department of		
____	Health Services, Department of	____	Other: ____
____	Housing & Community Development	____	Other: ____
____	Native American Heritage Commission		

Local Public Review Period (to be filled in by lead agency)

Starting Date _____ Ending Date _____

Lead Agency (Complete if applicable):

Consulting Firm: AECOM
Address: 300 California Street, Suite 600
City/State/Zip: San Francisco, CA
Contact: David Reel
Phone: (415) 547-2588

Applicant: Murphy's Bowl, Inc.
Address:
City/State/Zip:
Phone:

Signature of Lead Agency Representative: _____ **Date:** 10-24-16

Authority cited: Section 21083, Public Resources Code. Reference: Section 21161, Public Resources Code.

A. ASSESSOR PARCEL NUMBERS OF THE LAND COMPRISING THE INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER BASE PLAN:

Assessor Identification Numbers 4032-001-005, 4032-001-006, 4032-001-033, 4032-001-039, 4032-001-048, 4032-001-049, 4032-001-900 to 4032-001-913, inclusive, 4032-002-913 to 4032-002-917, inclusive, 4032-003-912, 4032-003-914, 4032-003-915, 4032-004-913, 4032-004-914, 4032-007-035, 4032-007-900 to 4032-007-905, inclusive, 4032-008-001, 4032-008-034, 4032-008-035, 4032-008-900 to 4032-008-905, inclusive, 4032-008-907, 4032-008-908, 4034-004-900 to 4034-004-913, inclusive, and 4034-005-900 to 4034-005-912, inclusive.

B. ASSESSOR PARCEL NUMBERS OF THE LAND COMPRISING THE INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER ALTERNATE PRAIRIE ACCESS VARIANT PLAN:

Assessor Identification Numbers 4032-001-005, 4032-001-006, 4032-001-033, 4032-001-039, 4032-001-048, 4032-001-049, 4032-001-900 to 4032-001-913, inclusive, 4032-002-913 to 4032-002-917, inclusive, 4032-003-912, 4032-003-914, 4032-003-915, 4032-004-913, 4032-004-914, 4032-007-035, 4032-007-900 to 4032-007-905, inclusive, 4032-008-001, 4032-008-002, 4032-008-006, 4032-008-034, 4032-008-035, 4032-008-900 to 4032-008-905, inclusive, 4032-008-907, 4032-008-908, 4034-004-900 to 4034-004-913, inclusive, and 4034-005-900 to 4034-005-912, inclusive.

C. SCHOOLS WITHIN A 2-MILE RADIUS OF INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER:

1. Moffett Elementary School, 11050 Larch Ave, Lennox, CA 90304
2. Green Dot Public Schools Ca, 11044 S Freeman Ave, Inglewood, CA 90304
3. Animo Leadership High School, 11044 S Freeman Ave, Inglewood, CA 90304
4. Dolores Huerta Elementary School, 4125 W 105th St, Lennox, CA 90304
5. Lennox Mathematics Science and Technology Academy, 11036 Hawthorne Blvd, Lennox, CA 90304
6. Morningside High School, 10500 Yukon Ave, Inglewood, CA 90303
7. Monroe Middle School, 10711 S 10th Ave, Inglewood, CA 90303
8. Woodworth Imagine Learning Magnet Elementary School, 3200 W 104th St, Inglewood, CA 90303
9. Environmental Charter Middle School, 3600 W Imperial Hwy, Inglewood, CA 90303
10. Bennett/Kew Elementary School, 11710 S Cherry Ave, Inglewood, CA 90303

11. Worthington Elementary School, 11101 Yukon Ave S, Inglewood, CA 90303
12. Century Park Elementary School, 10935 Spinning Ave S, Inglewood, CA 90303
13. Today's Fresh Start Charter School Inglewood, 3405 W Imperial Hwy, Inglewood, CA 90303
14. St. Eugene Parish School, 9521 Haas Ave, Los Angeles, CA 90047
15. Animo City of Champions, 9330 S 8th Ave, Inglewood, CA 90305
16. Payne Elementary, 215 W 94th St, Inglewood, CA 90301
17. Animo Inglewood Charter High School, 3425 W Manchester Blvd, Inglewood, CA 90305
18. Inglewood High School, 231 S Grevillea Ave, Inglewood, CA 90301
19. ICEF Inglewood Middle Charter Academy, 304 E Spruce Ave, Inglewood, CA 90301
20. Kelso Elementary School, 809 E Kelso St, Inglewood, CA 90301
21. City Honors College Preparatory Academy, 120 W Regent St, Inglewood, CA 90301
22. Century Community Charter School, 901 Maple St, Inglewood, CA 90301
23. Gold Ribbon Schools, W El Segundo Blvd, Hawthorne, CA 90250
24. Jefferson Elementary, 10322 Condon Ave, Inglewood, CA 90304
25. Crozier Middle School, 120 W Regent St, Inglewood, CA 90301
26. St Mary's Academy, 701 Grace Ave, Inglewood, CA 90301
27. Oak Street Elementary School, 633 S Oak St, Inglewood, CA 90301
28. Hillcrest High School, 441 W Hillcrest Blvd, Inglewood, CA 90301
29. Inglewood Continuation High School, 441 W Hillcrest Blvd, Inglewood, CA 90301
30. University of West Los Angeles, 9800 S La Cienega Blvd # 12, Inglewood, CA 90301
31. Claude Hudnall Elementary School, 331 W Olive St, Inglewood, CA 90301
32. St John Chrysostom Catholic School, 530 E Florence Ave, Inglewood, CA 90301
33. Felton Elementary School, 10417 S Felton Ave, Inglewood, CA 90304
34. Anthony's Pre-School, 8708 Crenshaw Blvd, Inglewood, CA 90305

D. OTHER DEVELOPMENT TYPES:

1. 85,000 sq. ft. practice and training facility
2. 25,000 sq. ft. sports medicine clinic
3. 150-room hotel

DI. PRESENT LAND USE/ZONING/GENERAL PLAN DESIGNATION:

1. General Plan designations:
   a. Industrial,
   b. Commercial.
2. Zoning designations:
   a. C-2A Airport Commercial,
   b. M-1L Limited Manufacturing,
   c. P-1 Parking,
   d. R-2 Residential Limited Multifamily,
   e. R-3 Residential Multiple Family.

DII. PROJECT DESCRIPTION:

The Inglewood Basketball and Entertainment Center would consist of an arena designed to host the LA Clippers basketball team with up to 18,000 fixed seats for National Basketball Association (NBA) games. The arena could also be configured with up to 500 additional temporary seats for events such as family shows, concerts, conventions and corporate events, and non-LA Clippers sporting events. In addition, the project would include an approximately 85,000-s.f. team practice and athletic training facility; approximately 71,000 s.f. of LA Clippers team office space; an approximately 25,000-s.f. sports medicine clinic for team and potential general public use; approximately 63,000 s.f. of ancillary retail, restaurant, community space, and similar uses; an outdoor plaza, related parking facilities, and an approximately 150-room hotel.

In addition to the base project, two variants to circulation infrastructure are being considered: (1) the West Century Boulevard Pedestrian Bridge Variant, which would include a pedestrian bridge connecting the arena site to the Los Angeles Stadium and Entertainment District at Hollywood Park; and (2) the Alternate Prairie Access Variant, under which owners of two residential parcels (one with a single-family home and one with a triplex) south of West 102nd Street and South Prairie Avenue would be offered voluntary residential acquisition assistance and would be removed to allow the arena building and a drop-off area to be shifted slightly to the south. The West Century Boulevard Pedestrian Bridge Variant could be combined with either the base project or the Alternate Prairie Access Variant, and would not change the APNs included in either.

Notice of Completion & Environmental Document Transmittal

Mail to: State Clearinghouse, P. O. Box 3044, Sacramento, CA 95812-3044 (916) 445-0613
For Hand Delivery/Street Address: 1400 Tenth Street, Sacramento, CA 95814

SCH # 2018021056

Project Title: Inglewood Basketball and Entertainment Center (IBEC)

Lead Agency: City of Inglewood — Contact Person: Mindy Wilcox, AICP

Mailing Address: One West Manchester Boulevard, 4th Floor, Inglewood, CA 90301 — Phone: (310) 412-5230

City: Inglewood — Zip: 90301 — County: Los Angeles

Project Location: County: Los Angeles — City/Nearest Community: Inglewood

Cross Streets: West Century Boulevard/South Prairie Avenue — Zip Code: 90303

Lat. / Long. (degrees, minutes, and seconds): ____° ____ ' ____ " N/ ____° ____ ' ____ " W — Total Acres: 28

Assessor's Parcel No.: several (see attached DEIR figure 2-2) — Section: ____ Twp.: ____ Range: ____ Base: ____

Within 2 Miles: State Hwy #: I-405, I-105 — Waterways: ____

Airports: Los Angeles International, Hawthorne Municipal — Railways: none

Schools: Crozier Middle School, City Honors College Preparatory Academy, Hudnall Elementary, Inglewood High, Inglewood Continuation High, Oak Street Elementary, Beulah Payne Elementary, Grace Hopper STEM Academy, Kelso Elementary, Warren Lane Elementary, Morningside High School, Woodworth-Monroe TK-8 Magnet Academy, Worthington Elementary School, Bennett/Kew Elementary School, Dolores Huerta Elementary, Jefferson Elementary, Felton Elementary School, Buford Elementary School, York Elementary School, Lennox Academy, Animo Leadership Charter High School, Environmental Charter Middle School, Century Park Elementary

Document Type:

CEQA: ☐ NOP ☐ Early Cons ☐ Neg Dec ☐ Mit Neg Dec ☒ Draft EIR ☐ Supplement/Subsequent EIR (Prior SCH No.) ____ Other ____

NEPA: ☐ NOI ☐ EA ☐ Draft EIS ☐ FONSI

Other: ☐ Joint Document ☐ Final Document ☐ Other

Local Action Type:

☐ General Plan Update ☒ General Plan Amendment ☐ General Plan Element ☐ Community Plan

☒ Specific Plan Amendment ☐ Master Plan ☐ Planned Unit Development ☒ Site Plan

☒ Rezone ☐ Prezone ☐ Use Permit ☒ Land Division (Subdivision, etc.)

☐ Annexation ☐ Redevelopment ☐ Coastal Permit ☒ Other see DEIR §2.6

Development Type:

☐ Residential: Units ____ Acres ____

☒ Office: Sq.ft. 71,000 Acres ____ Employees ____

☒ Commercial: Sq.ft. 48,000 Acres ____ Employees ____

☐ Industrial: Sq.ft. ____ Acres ____ Employees ____

☐ Educational ____

☐ Recreational ____

☐ Water Facilities: Type ____ MGD ____

☐ Transportation: Type ____

☐ Mining: Mineral ____

☐ Power: Type ____ MW ____

☐ Waste Treatment: Type ____ MGD ____

☐ Hazardous Waste: Type ____

☒ Other: 915,000 sq/ft arena; 85,000 sq/ft training facility; 25,000 sq/ft sports medicine clinic; 15,000 sq/ft community uses; 150-room hotel; plaza space; parking; water well relocation.

Project Issues Discussed in Document:

☒ Aesthetic/Visual
☐ Agricultural Land
☒ Air Quality
☒ Archeological/Historical
☒ Biological Resources
☐ Coastal Zone
☒ Drainage/Absorption
☒ Economic/Jobs
☐ Fiscal
☒ Flood Plain/Flooding
☐ Forest Land/Fire Hazard
☒ Geologic/Seismic
☐ Minerals
☒ Noise
☒ Population/Housing Balance
☒ Public Services/Facilities
☒ Recreation/Parks
☒ Schools/Universities
☐ Septic Systems
☒ Sewer Capacity
☒ Soil Erosion/Compaction/Grading
☒ Solid Waste
☒ Toxic/Hazardous
☒ Traffic/Circulation
☒ Vegetation
☒ Water Quality
☒ Water Supply/Groundwater
☐ Wetland/Riparian
☒ Growth Inducement
☒ Land Use
☒ Cumulative Effects
☒ Other: Greenhouse Gases, Energy

Present Land Use/Zoning/General Plan Designation:

General Plan designations: Industrial and Commercial. Zoning: C-2A Airport Commercial, M-1L Limited Manufacturing, P-1 Parking, R-2 Residential Limited Multifamily, R-3 Residential Multiple Family

Project Description: *(please use a separate page if necessary)*

The Proposed Project consists of an arena designed to host the LA Clippers basketball team with up to 18,000 fixed seats for National Basketball Association (NBA) games and up to 500 additional temporary seats for events such as family shows, concerts, conventions, corporate events, and non-LA Clippers sporting events. In addition, the Proposed Project would include an approximately 85,000-square feet team practice and athletic training facility; approximately 71,000 square feet of LA Clippers team office space; an approximately 25,000-square foot sports medicine clinic. An outdoor plaza for pedestrian circulation, patron queueing, and gathering would be surrounded by approximately 46,000 square feet of retail/restaurant uses, up to 15,000 square feet of community uses, and an outdoor stage. Additionally, the Proposed Project would include a limited-service hotel use with up to 150 rooms. Three parking garages would provide 4,125 parking spaces. An existing City of Inglewood groundwater well that is located within the Arena Site would be relocated to the Well Relocation Site as part of the Proposed Project.

Note: The state Clearinghouse will assign identification numbers for all new projects. If a SCH number already exists for a project (e.g. Notice of Preparation or previous draft document) please fill in.

Reviewing Agencies Checklist

Lead Agencies may recommend State Clearinghouse distribution by marking agencies below with and "X".
If you have already sent your document to the agency please denote that with an "S".

X	Air Resources Board	X	Office of Historic Preservation
	Boating & Waterways, Department of		Office of Public School Construction
	California Emergency Management Agency	X	Parks & Recreation, Department of
X	California Highway Patrol		Pesticide Regulation, Department of
X	Caltrans District # 7		Public Utilities Commission
X	Caltrans Division of Aeronautics	X	Regional WQCB # 4
	Caltrans Planning	X	Resources Agency
	Central Valley Flood Protection Board	X	Resources Recycling and Recovery, Department of
	Coachella Valley Mountains Conservancy		S.F. Bay Conservation & Development Commission
	Coastal Commission		San Gabriel & Lower L.A. Rivers and Mtns Conservancy
	Colorado River Board		San Joaquin River Conservancy
X	Conservation, Department of		Santa Monica Mountains Conservancy
	Corrections, Department of		State Lands Commission
	Delta Protection Commission		SWRCB: Clean Water Grants
	Education, Department of	X	SWRCB: Water Quality
	Energy Commission	X	SWRCB: Water Rights
X	Fish & Wildlife Region # 5		Tahoe Regional Planning Agency
	Food & Agriculture, Department of	X	Toxic Substances Control, Department of
X	Forestry and Fire Protection, Department of	X	Water Resources, Department of
	General Services, Department of		
X	Health Services, Department of	X	Other Office of Emergency Services
	Housing & Community Development		Other
X	Native American Heritage Commission		

Local Public Review Period (to be filled in by lead agency)

Starting Date December 27, 2019 Ending Date February 10, 2020

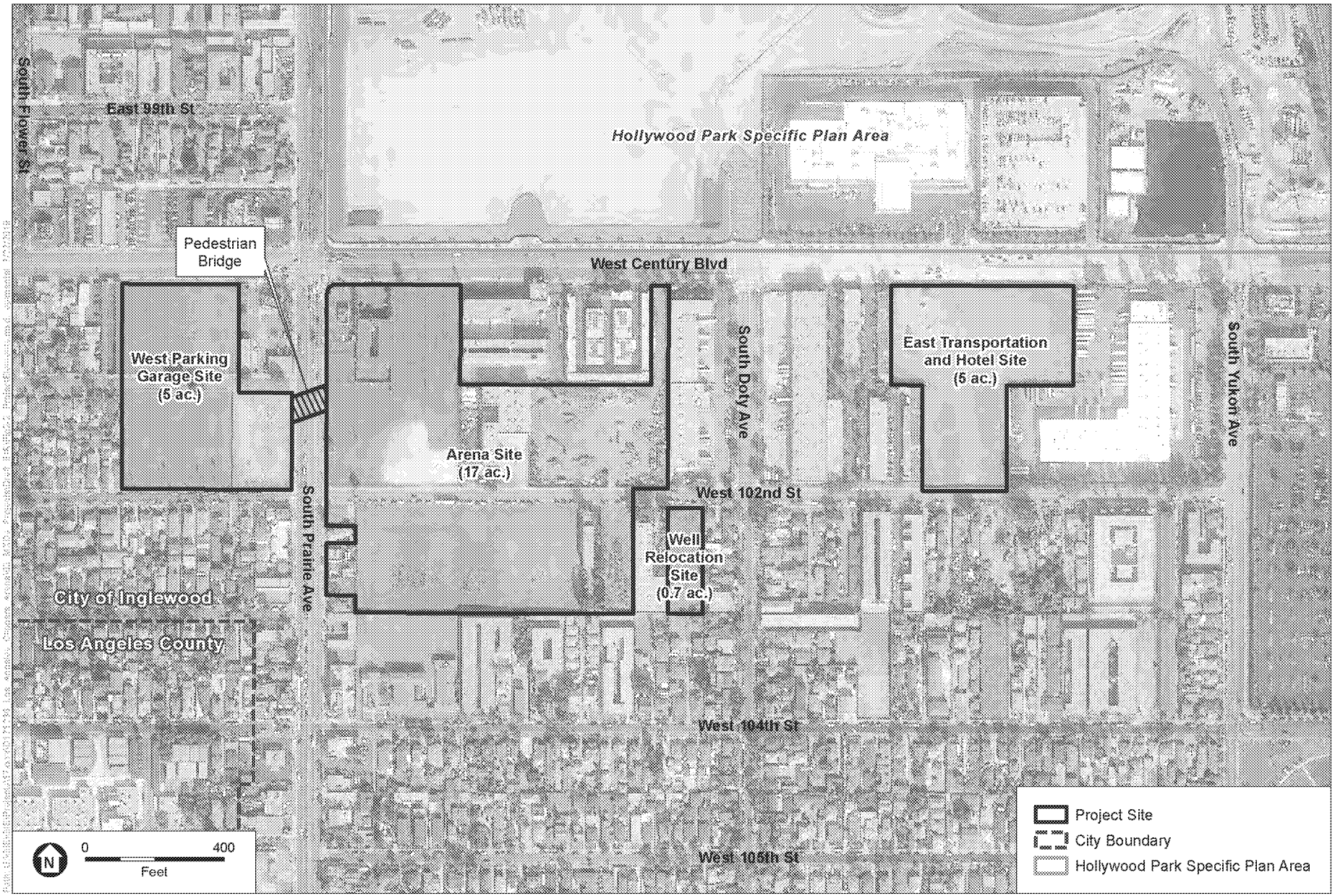
Lead Agency (Complete if applicable):

Consulting Firm: ESA
Address: 626 Wilshire Boulevard, Suite 1100
City/State/Zip: Los Angeles, CA 90017
Contact: Christina Erwin
Phone: (916) 564-4500

Applicant: Murphy's Bowl LLC
Address: PO Box 1558
City/State/Zip: Bellevue, WA 98009
Phone:

Signature of Lead Agency Representative: Mindy Wilcop **Date:** 12/27/19

Authority cited: Section 21083, Public Resources Code. Reference: Section 21161, Public Resources Code.



SOURCE: TerraServer, 2018; ESA, 2019.

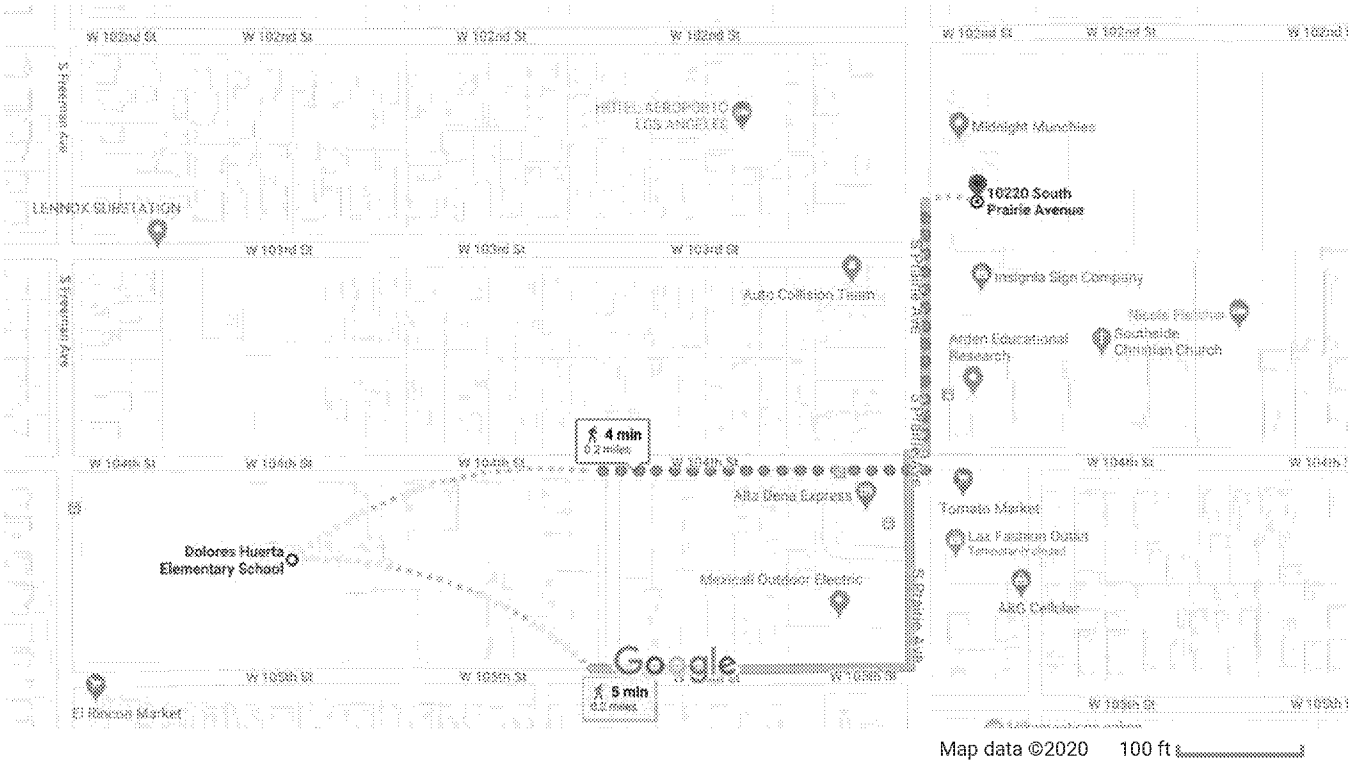
Inglewood Basketball and Entertainment Center

Figure 2-2
Project Elements

ESA

Google Maps

Dolores Huerta Elementary School to 10220 S Prairie Ave, Inglewood, CA 90303 — Walk 0.2 mile, 4 min



via W 104th St and S Prairie Ave	4 min 0.2 mile
via W 105th St and S Prairie Ave	5 min 0.2 mile

All routes are mostly flat

Google Maps 10220 Prairie Avenue, Inglewood, CA to Lennox, California 90304 Walk 0.2 mile, 5 min

Imagery ©2020 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2020 100 ft

via S Prairie Ave and W 105th St 5 min

0.2 mile

Google Maps 4044 W 105th St

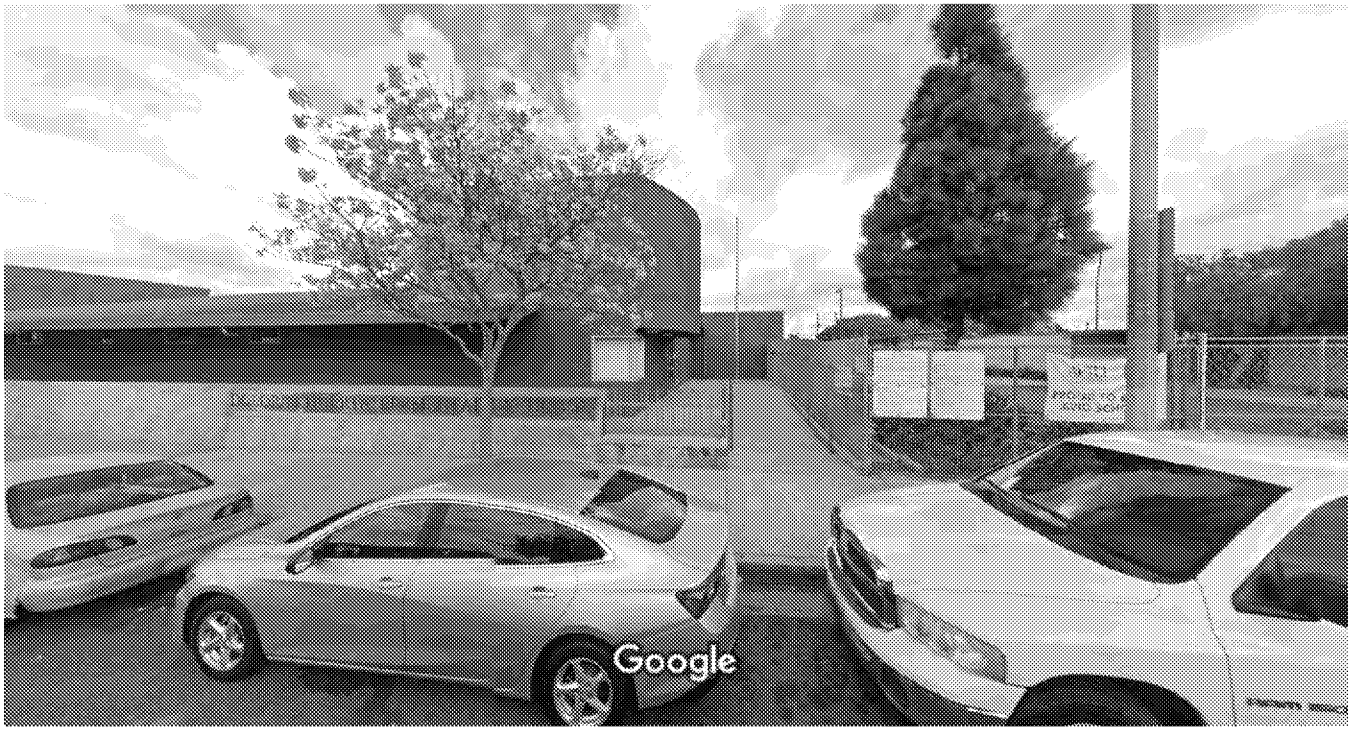
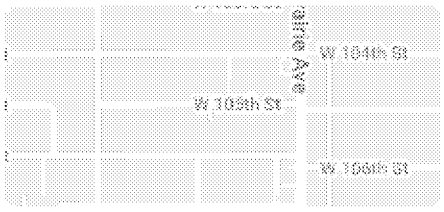


Image capture: Feb 2020 © 2020 Google

Lennox, California

Google

Street View

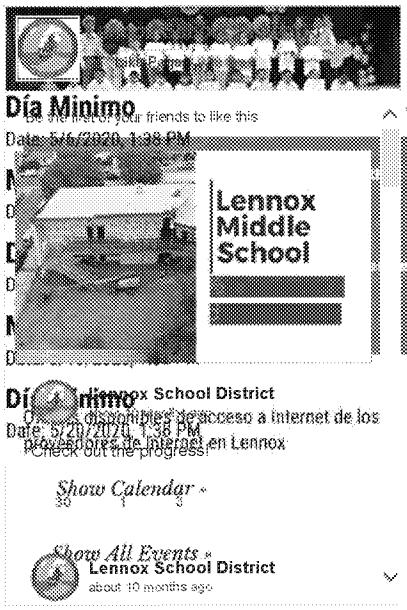


The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

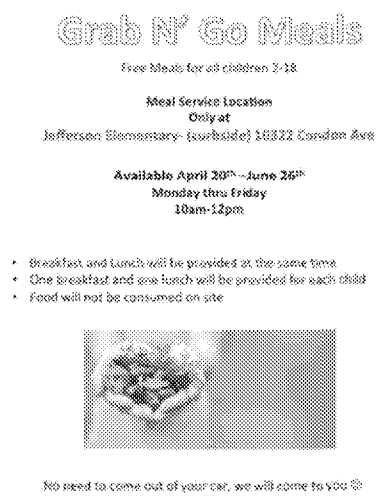
EXHIBIT 42

HUERTA ELEMENTARY

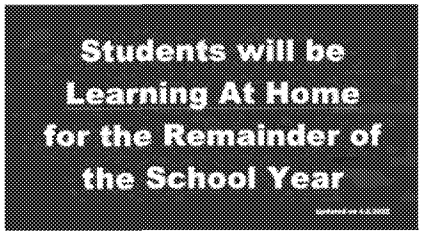
Social Media



Join the Lennox School District Mailing List



Free meals for children ages 2-18 years old
Alimentos Gratuitos para niños de 2-18 años de edad



Students will continue to use Learning At Home guidelines

LEAP has created a letter for parents about their @lennox_leap instagram page. Hope you have a chance to visit the instagram page:)

Show All News »

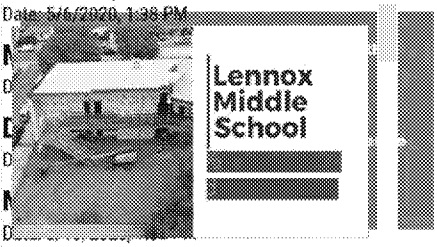
HUERTA ELEMENTARY

Social Media

Día Minimo

Be the first of your friends to like this

Date: 5/6/2020, 1:38 PM



Día Minimo

Lennox School District

Date: 5/20/2020, 1:38 PM

¡Check out the progress!

Show Calendar »

Show All Events »

Lennox School District
about 10 months ago

Useful Links

Join the Lennox School District Mailing List

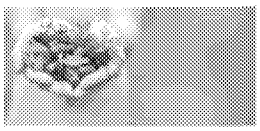
Grab N' Go Meals

Free Meals for all children 2-18

Meal Service Location
Only at
Jefferson Elementary- (curbside) 10822 Condon Ave

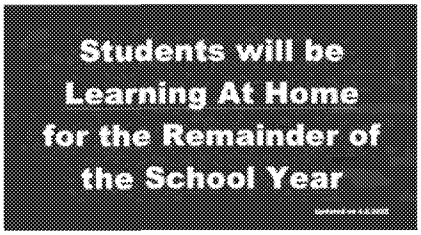
Available April 20th -June 26th
Monday thru Friday
10am-12pm

- Breakfast and Lunch will be provided at the same time
- One breakfast and one lunch will be provided for each child
- Food will not be consumed on site



No need to come out of your car, we will come to you

Free meals for children ages 2-18 years old
Alimentos Gratuitos para niños de 2-18 años de edad



Students will continue to use Learning At Home guidelines

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Show All News »

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 43

Department of Toxic Substances Control

Jared Blumenfeld
Secretary for
Environmental Protection

Meredith Williams, Ph.D.
Director
9211 Oakdale Avenue
Chatsworth, California 91311

Gavin Newsom
Governor

April 27, 2020

Veronica Lebron
The Silverstein Law Firm, APC
Email: Veronica@RobertSilversteinLaw.com

Public Records Request Number: PR3-042320-02

Location: Inglewood Basketball & Entertainment Center Project, aka Murphy's Bowl, Inglewood, CA 90303

APNs: 4032-001-005, 4032-001-006, 4032-001-033, 4032-001-035, 4032-001-039, 4032-001-048, 4032-001-049, 4032-001-900 to 4032-001-913, inclusive, 4032-002-913 to 4032-002-917, inclusive, 4032-003-912, 4032-003-914, 4032-003-915, 4032-004-913, 4032-004-914, 4032-007-035, 4032-007-900 to 4032-007-905, inclusive, 4032-008-001, 4032-008-002, 4032-008-006, 4032-008-034, 4032-008-035, 4032-008-900 to 4032-008-905, inclusive, 4032-008-907, 4032-008-908, 4034-004-026, 4034-004-900 to 4034-004-913, inclusive, and 4034-005-900 to 4034-005-912, inclusive

Dear Ms. Lebron:

We have received your Public Records Act Request for records from the Department of Toxic Substances Control (DTSC). After a thorough review of our files, no site records were found pertaining to the sites/facilities referenced above.

However, DTSC's Hazardous Waste Tracking System (HWTS) may have records that pertain to the following addresses within the perimeter of the project that is the subject of this request: **3818, 3831, 3832, 3851, 3901, 3910, 3921, 3939, 3941 & 3943 W. 102nd Street, Inglewood, CA 90303**. This unit tracks toxic waste generators, transporters (manifests), and disposal facilities. If you are interested in this type of

information, it can be identified by accessing the HWTS database at http://hwts.dtsc.ca.gov/report_search.cfm?id=5. If you are interested in retrieving detailed reports, additional charges may apply. Please contact the HWTS unit by email at hwtsreports@dtsc.ca.gov or by phone at (800) 618-6942 for further information. For copies of manifests, please send an email to mcr@dtsc.ca.gov.

A large number of our records are available on EnviroStor, an online database that provides non-confidential, public access to DTSCs data management system. It tracks our cleanup, permitting, enforcement, and investigation efforts at hazardous waste facilities and sites with known or suspected contamination issues. EnviroStor is available 24/7, 365 days a year. The data reflects the latest updates as they are entered in the system. Access it from your computer or smartphone, the local library – anywhere Internet access is available. Just go to www.envirostor.dtsc.ca.gov. You'll find a step-by-step tour of EnviroStor under the "How to Use EnviroStor" menu on the website.

If you have any questions or would like further information regarding your request, please contact me at 818-717-6521 or via email at ChatsworthFileRoom@dtsc.ca.gov .

Sincerely,

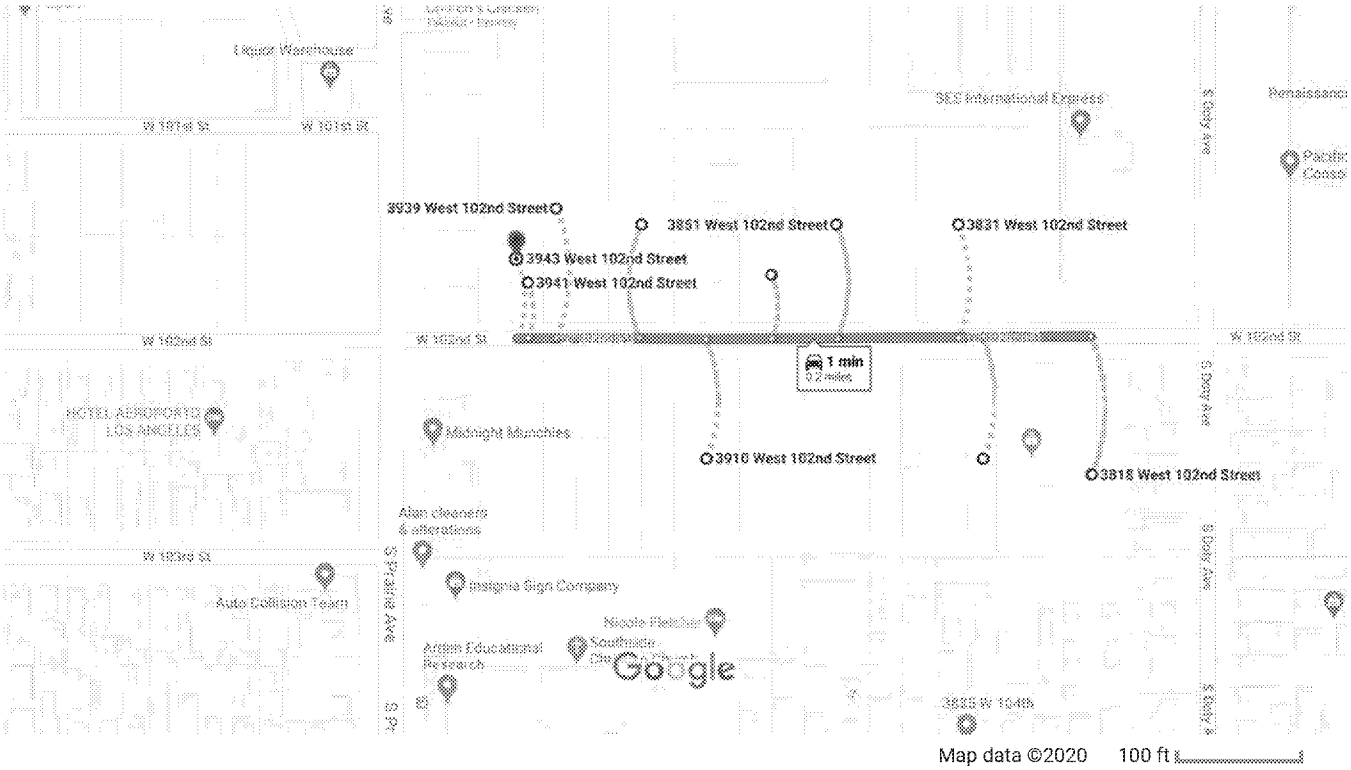
Robert Hardison

Robert Hardison
Chatsworth Regional Records Coordinator

Google Maps

3831 West 102nd Street, Inglewood, CA to
3943 W 102nd St, Inglewood, CA 90303

Drive 0.2 mile, 1 min



via W 102nd St — 1 min

1 min without traffic — 0.2 mile

Explore 3943 W 102nd St

Groceries Hotels Gas stations Parking Lots More

Jared Blumenfeld
Secretary for
Environmental Protection

Department of Toxic Substances Control
Meredith Williams, Ph.D.
Director
1001 "I" Street
P.O. Box 806
Sacramento, California 95812-0806

Gavin Newsom
Governor

EPA ID PROFILE

Map

ID Number: CAC002322457
Name: INGLEWOOD REDEVELOPMENT AGENCY
County: LOS ANGELES
NAICS: N/A

Status: INACTIVE
Inactive Date: 9/11/2001 12:00:00 AM
Record Entered: 11/20/2000 12:00:00 AM
Last Updated: 9/11/2001 12:00:00 AM

	Name	Address	City	State	Zip Code	Phone
Location	INGLEWOOD REDEVELOPMENT AGENCY	3818 102ND ST	INGLEWOOD	CA	903030000	
Mailing		ONE MANCHESTER BLVD STE 550	INGLEWOOD	CA	903010000	
Owner	CITY OF INGLEWOOD	ONE MANCHESTER BLVD STE 550	INGLEWOOD	CA	903010000	3104125290
Operator/Contact	DAVID LAMDAGAN/ DEVLP SPECL	ONE MANCHESTER BLVD STE 550	INGLEWOOD	CA	903010000	3104125290

Based Only Upon ID Number: CAC002322457

Calif. Manifests?	Non Calif. Manifests?	Transporter Registration?
Yes	N/A	N/A

California and Non California Manifest Tonnage Total and Waste Code by Year Matrix by Entity Type (if available) are on the next page

Calif. Manifest Counts and Total Tonnage

Top line represents Manifest Count and Bottom line represents Total Tonnage

Year	Generator	Trans. 1	Trans. 2	TSDF	ALT. TSDF

2001	1 0.00000	0 0.00000	0 0.00000	0 0.00000	0 0.00000

Non California Manifest Total Tonnage

No Records Found

Waste Code Matrix					
California	Generator	Trans. 1	Trans. 2	TSDF	Alt. TSDF
RCRA	Generator	Trans. 1	Trans. 2	TSDF	Alt. TSDF

Waste Code Matrix as a spreadsheet

The Department of Toxics Substances Control (DTSC) takes every precaution to ensure the accuracy of data in the Hazardous Waste Tracking System (HWTS). However, because of the large number of manifests handled, inaccuracies in the submitted data, limitations of the manifest system and the technical limitations of the database, DTSC cannot guarantee that the data accurately reflect what was actually transported or produced.

Report Generation Date: 04/30/2020

California Waste Code by Year Matrix

ID Number: **CAC002322457**
Entity Type: **Generator**

2001 2020 Select Years

Calif. Code	Description	2001
151	ASBESTOS-CONTAINING WASTE	0.00000
	Grand Total	**0.00000**

The Department of Toxics Substances Control (DTSC) takes every precaution to ensure the accuracy of data in the Hazardous Waste Tracking System (HWTS). However, because of the large number of manifests handled, inaccuracies in the submitted data, limitations of the manifest system and the technical limitations of the database, DTSC cannot guarantee that the data accurately reflect what was actually transported or produced.

Report Generation Date: 04/30/2020

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 44

Oregon State University

Environmental Health and Safety

When is Asbestos Dangerous?

The most common way for asbestos fibers to enter the body is through breathing. In fact, asbestos containing material is not generally considered to be harmful unless it is releasing dust or fibers into the air where they can be inhaled or ingested. Many of the fibers will become trapped in the mucous membranes of the nose and throat where they can then be removed, but some may pass deep into the lungs, or, if swallowed, into the digestive tract. Once they are trapped in the body, the fibers can cause health problems.

Asbestos is most hazardous when it is **friable**. The term "friable" means that the asbestos is easily crumbled by hand, releasing fibers into the air. Sprayed on asbestos insulation is highly friable. Asbestos floor tile is not.

Asbestos-containing ceiling tiles, floor tiles, undamaged laboratory cabinet tops, shingles, fire doors, siding shingles, etc. **will not release asbestos fibers** unless they are disturbed or damaged in some way. If an asbestos ceiling tile is drilled or broken, for example, it may release fibers into the air. If it is left alone and not disturbed, it will not.

Damage and deterioration will increase the friability of asbestos-containing materials. Water damage, continual vibration, aging, and physical impact such as drilling, grinding, buffing, cutting, sawing, or striking can break the materials down making fiber release more likely.

Health Effects

Because it is so hard to destroy asbestos fibers, the body cannot break them down or remove them once they are lodged in lung or body tissues. They remain in place where they can cause disease.

There are three primary diseases associated with asbestos exposure:

- Asbestosis
- Lung Cancer
- Mesothelioma

Asbestosis

Asbestosis is a serious, chronic, non-cancerous respiratory disease. Inhaled asbestos fibers aggravate lung tissues, which cause them to scar. Symptoms of asbestosis include shortness of breath and a dry crackling sound in the lungs while inhaling. In its advanced stages, the disease may cause cardiac failure.

There is no effective treatment for asbestosis; the disease is usually disabling or fatal. The risk of asbestosis is minimal for those who do not work with asbestos; the disease is rarely caused by neighborhood or family exposure. Those who renovate or demolish buildings that contain asbestos may be at significant risk, depending on the nature of the exposure and precautions taken.

Lung Cancer

Lung cancer causes the largest number of deaths related to asbestos exposure. The incidence of lung cancer in people who are directly involved in the mining, milling, manufacturing and use of asbestos and its products is much higher than in the general population. The most common symptoms of lung cancer are coughing and a change in breathing. Other symptoms include shortness of breath, persistent chest pains, hoarseness, and anemia.

People who have been exposed to asbestos and are also exposed to some other carcinogen -- such as cigarette smoke -- have a significantly greater risk of developing lung cancer than people who have only been exposed to asbestos. One study found that asbestos workers who smoke are about 90 times more likely to develop lung cancer than people who neither smoke nor have been exposed to asbestos.

Mesothelioma

Mesothelioma is a rare form of cancer that most often occurs in the thin membrane lining of the lungs, chest, abdomen, and (rarely) heart. About 200 cases are diagnosed each year in the United States. Virtually all cases of mesothelioma are linked with asbestos exposure. Approximately 2 percent of all miners and textile workers who work with asbestos, and 10 percent of all workers who were involved in the manufacture of asbestos-containing gas masks, contract mesothelioma.

People who work in asbestos mines, asbestos mills and factories, and shipyards that use asbestos, as well as people who manufacture and install asbestos insulation, have an increased risk of mesothelioma. So do people who live with asbestos workers, near asbestos mining areas, near asbestos product factories or near shipyards where use of asbestos has produced large quantities of airborne asbestos fibers.

Other Cancers

Evidence suggests that cancers in the esophagus, larynx, oral cavity, stomach, colon and kidney may be caused by ingesting asbestos. For more information on asbestos-related cancers, contact your local chapter of the American Cancer Society.

Determining Factors

Three things seem to determine your likelihood of developing one of these asbestos related diseases:

1. **The amount and duration of exposure** - the more you are exposed to asbestos and the more fibers that enter your body, the more likely you are to develop asbestos related problems. While there is no "safe level" of asbestos exposure, people who are exposed more frequently over a long period of time are more at risk.
2. **Whether or not you smoke** - if you smoke and you have been exposed to asbestos, you are far more likely to develop lung cancer than someone who does not smoke and who has not been exposed to asbestos. If you work with asbestos or have been exposed to it, the first thing you should do to reduce your chances of developing cancer is to stop smoking.
3. **Age** - cases of mesothelioma have occurred in the children of asbestos workers whose only exposures were from the dust brought home on the clothing of family members who worked with asbestos. The younger people are when they inhale asbestos, the more likely they are to develop mesothelioma. This is why enormous efforts are being made to prevent school children from being exposed.

Because each exposure to asbestos increases the body burden of asbestos fibers, it is very important to reduce and minimize your exposure.

Contact Info

Oregon State University
Corvallis, Oregon 97331
Phone: 541-737-2273

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 45

Department of Toxic Substances Control

Jared Blumenfeld
Secretary for
Environmental Protection

Meredith Williams, Ph.D.
Director
9211 Oakdale Avenue
Chatsworth, California 91311

Gavin Newsom
Governor

May 1, 2020

Naira Soghbatyan
The Silverstein Law Firm, APC
Naira@robertsilversteinlaw.com

Public Records Request Number: PR3-042320-02
Locations: Inglewood Basketball and Entertainment Center Project in Inglewood, CA (aka Murphy's Bowl) and the following APNs: 4032-001-005, 4032-001-006, 4032-001-033, 4032-001-035, 4032-001-039, 4032-001-048, 4032-001-049, 4032-001-900 to 4032-001-913, inclusive, 4032-002-913 to 4032-002-917, inclusive, 4032-003-912, 4032-003-914, 4032-003-915, 4032-004-913, 4032-004-914, 4032-007-035, 4032-007-900 to 4032-007-905, inclusive, 4032-008-001, 4032-008-002, 4032-008-006, 4032-008-034, 4032-008-035, 4032-008-900 to 4032-008-905, inclusive, 4032-008-907, 4032-008-908, 4034-004-026, 4034-004-900 to 4034-004-913, inclusive, and 4034-005-900 to 4034-005-912 .

Dear Ms. Soghbatyan:

We have received your revised Public Records Act Request for records from the Department of Toxic Substances Control (DTSC). This time, thanks to Los Angeles County's publicly accessible website https://portal.assessor.lacounty.gov we were able to identify street addresses for most of the APNs listed above. Armed with this information, we discovered 28 more matches from the HWTS database than we provided in our initial response letter. (See the attached spreadsheet for the results.) However, the fact remains that we still do not have any records in our file room pertaining to any of these newly found – and previously supplied – addresses.

Moreover, it's beyond the knowledge and capability of records office employees like myself and my colleague to provide you with email and text communications between the DTSC, the City of Inglewood, and the other parties you mentioned in your request. So, I've passed that part of your request on to our Office of Legal Counsel (OLC) in Sacramento. Our point of contact there, Daniel Knight (Daniel.Knight@dtsc.ca.gov) is conducting an email search for some of the information you're seeking.

Sincerely,

Robert Hardison

Robert Hardison
Regional Records Coordinator
Chatsworth DTSC

Inglewood Basketball Arena: APNs <-----> Street Addresses

APN	Street Number	Street Name	HWTS	Description
4032-001-906	10020	S. Prairie Ave.	YES	Vacant
4032-001-910	10104	S. Prairie Ave.	YES	Vacant
4034-005-900	10117	S. Prairie Ave.	YES	Vacant
4034-004-904	4015	W. 101st St.	YES	Vacant
4034-005-905	4018	W. 101st St.	YES	Vacant
4034-005-912	4022	W. 101st St.	YES	Vacant
4034-005-901	4030	W. 101st St.	YES	Vacant
4034-004-911	4033	W. 101st St.	YES	Vacant
4034-005-909	4036	W. 101st St.	YES	Vacant
4034-004-901	4037	W. 101st St.	YES	Vacant
4034-004-906	4043	W. 101st St.	YES	Vacant
4034-005-910	4044	W. 101st St.	YES	Vacant
4034-004-900	4045	W. 101st St.	YES	Vacant
4032-003-915	3703	W. 102nd St.	YES	Vacant
4032-007-900	3818	W. 102nd St.	YES	Vacant
4032-002-914	3831	W. 102nd St.	YES	Vacant
4032-007-903	3832	W. 102nd St.	YES	Vacant
4032-007-901	3836	W. 102nd St.	YES	Vacant
4032-002-916	3851	W. 102nd St.	YES	Vacant
4032-001-902	3901	W. 102nd St.	YES	Building
4032-008-900	3910	W. 102nd St.	YES	Vacant
4032-001-911	3921	W. 102nd St.	YES	Parking
4032-001-903	3939	W. 102nd St.	YES	Vacant/Parking
4032-001-909	3941	W. 102nd St.	YES	Vacant/Parking
4032-001-905	3947	W. 102nd St.	YES	Vacant
4034-005-908	4019	W. 102nd St.	YES	Vacant
4034-005-906	4023	W. 102nd St.	YES	Vacant
4034-005-907	4025	W. 102nd St.	YES	Vacant
4034-005-904	4031	W. 102nd St.	YES	Vacant
4034-005-903	4037	W. 102nd St.	YES	Vacant
4034-005-902	4043	W. 102nd St.	YES	Vacant
4032-001-913	3930	W. Century Blvd.	YES	Vacant
4034-004-026	4000	W. Century Blvd.	YES	Parcel Deleted
4034-004-912	4020	W. Century Blvd.	YES	Vacant
4032-001-006	0	None		Vacant/Parking
4032-001-033	0	None		Vacant/Parking
4032-001-900	0	None		Vacant
4032-001-901	0	None		Vacant/Parking
4032-003-912	0	None		Vacant
4032-004-913	0	None		Vacant
4032-004-914	0	None		Vacant

4032-008-034	0	None	Vacant
4032-001-039	10004	S. Prairie Ave.	Building
4032-001-005	10022	S. Prairie Ave.	Vacant
4032-001-908	10108	S. Prairie Ave.	Vacant
4032-001-907	10112	S. Prairie Ave.	Vacant
4032-001-904	10116	S. Prairie Ave.	Vacant
4032-008-001	10200	S. Prairie Ave.	Vacant
4032-008-002	10204	S. Prairie Ave.	Building
4032-008-035	10212	S. Prairie Ave.	Building
4032-008-903	10220	S. Prairie Ave.	Vacant
4032-008-006	10226	S. Prairie Ave.	Building
4034-004-902	4019	W. 101st St.	Vacant
4034-005-911	4026	W. 101st St.	Vacant
4034-004-903	4039	W. 101st St.	Vacant
4032-007-904	3812	W. 102nd St.	Vacant
4032-002-917	3821	W. 102nd St.	Vacant
4032-007-035	3838	W. 102nd St.	Building
4032-002-915	3843	W. 102nd St.	Vacant
4032-007-902	3844	W. 102nd St.	Vacant
4032-007-905	3850	W. 102nd St.	Vacant
4032-008-902	3900	W. 102nd St.	Vacant
4032-001-048	3915	W. 102nd St.	Building
4032-008-905	3920	W. 102nd St.	Vacant
4032-008-901	3926	W. 102nd St.	Vacant
4032-008-904	3930	W. 102nd St.	Vacant
4032-008-908	3936	W. 102nd St.	Vacant
4032-008-907	3940	W. 102nd St.	Vacant
4032-003-914	3700	W. Century Blvd.	Vacant
4032-002-913	3822	W. Century Blvd.	Vacant
4032-001-035	3900	W. Century Blvd.	Building
4032-001-912	3922	W. Century Blvd.	Vacant
4032-001-049	3940	W. Century Blvd.	Building
4034-004-913	4026	W. Century Blvd.	Vacant
4034-004-909	4032	W. Century Blvd.	Vacant
4034-004-910	4036	W. Century Blvd.	Vacant
4034-004-905	4040	W. Century Blvd.	Vacant
4034-004-908	4042	W. Century Blvd.	Vacant
4034-004-907	4046	W. Century Blvd.	Vacant

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 46

EXHIBIT A

TEXT AMENDMENTS TO THE INGLEWOOD INTERNATIONAL BUSINESS PARK SPECIFIC PLAN

Added text is shown in **bold underline**.

Section 1.

The "Relationship to Other Plans" subsection on pages 2 and 3 of Section I ("INTRODUCTION") of the Inglewood International Business Park Specific Plan is amended to add a new Section C, to read as follows:

C. Relationship to SE Sports and Entertainment Overlay Zone

In furtherance of the General Plan amendments adopted by Resolution No. regarding sports and entertainment facilities, the City on , 2020 adopted Ordinance No. [SE Overlay District] and undertook several other actions to approve and facilitate the development of a sports and entertainment facility project referred to as the Inglewood Basketball and Entertainment Center project (the "IBEC Project"), the boundaries of which include certain parcels within the IIBP Specific Plan area, Parcels [insert APNs] (the "IBEC Project Related Parcels"). By doing so the City intends, as provided below, that if developed in connection with the IBEC Project the IBEC Project Related Parcels shall be excluded from the IIBP Specific Plan, but otherwise the provisions of the IIBP Specific Plan shall apply.

Section 2.

The "Description of the Inglewood International Business Park" subsection on page 3 of Section I ("INTRODUCTION") of the Inglewood International Business Park Specific Plan is amended to read as follows:

[…]

The IIBP is located in the southern portion of the City of Inglewood. The area boundaries are 102nd Street to the north, Yukon Avenue to the east, 104th Street to the south, and Prairie Avenue to the west. The area is bisected by the north-south running Doty Avenue (Figure 2). **Provided, however, if applicable in connection with the development of the IBEC Project, the IBEC Project Related Parcels shall be excluded from the IIBP Specific Plan.**

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 47

Section 12-97.1. Grounds for Variance.

Before any variance may be granted, findings establishing the factual existence of each of the following grounds must be made:

(1) That there are exceptional or extraordinary circumstances or conditions applicable to the property involved, including, but not limited to, size, shape, topography or surroundings, that do not apply generally to other property or uses in the same zone and vicinity; and

(2) That the strict application of the zoning provisions of this Chapter would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent thereof (the costs of providing required improvements or of correcting violations shall not constitute such hardship); and

(3) That the granting of such variance will not be materially detrimental to the public health, welfare or safety or injurious to the property or improvements in such zone and vicinity in which the property of the applicant is located; and

(4) That the granting of such variance will not conflict with the provisions of the comprehensive general plan.

(Ord. 2494 2-5-85)

View the mobile version.

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 48

Section 8-121. Just Cause Evictions.

(a) An owner of residential real property shall not terminate a tenancy without just cause if at least one existing tenant has continuously and lawfully occupied the residential real property for twelve months or more. The just cause reason(s) shall be stated in the written notice to terminate tenancy.

(b) Exempt Residential Real Property. This Article shall not apply to the following types of residential real properties or residential circumstances:

(1) Transient and tourist hotel occupancy as defined in Civil Code Section 1940(b) or the Inglewood Municipal Code.

(2) Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Health and Safety Code Section 1569.2, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the State Department of Social Services.

(3) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

(4) Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.

(5) Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessor dwelling unit.

(6) A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.

(7) Housing that has been issued a certificate of occupancy within the previous fifteen years.

(8) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

(A) The owner is not any of the following: (i) a real estate investment trust, as defined in Section 856 of the Internal Revenue Code, (ii) a corporation, or (iii) a limited liability company in which at least one member is a corporation; and

(B) The tenants have been provided written notice that the residential property is exempt from this Article using the following statement:

"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12(d)(5) and 1946.2(e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

For a tenancy existing before July 1, 2020, the notice required in the above paragraph may, but is not required to be provided in the rental agreement. For any tenancy commenced or renewed on or after July 1, 2020, the notice required in the above paragraph must be provided in the rental agreement. Addition of a provision containing the aforementioned notice to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of Section 8-120(b)(4)(E) of this Article.

(9) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Health and Safety Code Section 50093, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Health and Safety Code Section 50093 or comparable Federal statutes.

(Ord. 20-03 11-5-19)

View the mobile version.

The Silverstein Law Firm, APC
June 16, 2020
Objections to IBEC Project, DEIR and FEIR;
State Clearinghouse No. 2018021056

EXHIBIT 49

THE SILVERSTEIN LAW FIRM
A Professional Corporation

215 NORTH MARENGO AVENUE, 3RD FLOOR
PASADENA, CALIFORNIA 91101-1504
PHONE: (626) 449-4200 FAX: (626) 449-4205
ROBERT@ROBERTSILVERSTEINLAW.COM
WWW.ROBERTSILVERSTEINLAW.COM

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 Blvd., 4th Floor
Inglewood, CA 90301

Re: Request for Advance Notice of All Proposed Approvals and Hearings related to the Inglewood Basketball and Entertainment Center (IBEC) Project and EIR; SCH 2018021056

Dear Ms. Horton and Ms. Wilcox:

This firm and the undersigned represent Kenneth and Dawn Baines, owners of the property located at 10212 S. Prairie Ave., Inglewood.

As a preliminary matter, on behalf of our clients, we incorporate by reference all objections previously received by the City to the IBEC project and its Draft Environmental Impact report. Kindly include this letter in the administrative record for this matter.

Second, this letter is an Advance Notice Request that the City of Inglewood Department of City Planning, the City Clerk's office, the City Council, the City Planning Commission, the City's Successor Agency, the City's Housing Authority, the City's Parking Authority, the City's Joint Powers Authority, and all other City of Inglewood commissions, bodies and offices, provide this office with advance written notice, including email notice, of any and all meetings, hearings and votes in any way related to the above-referenced proposed IBEC project and its Draft or proposed Final EIR, and any

related projects/entitlements/actions related to any and all events or actions in the above-noted matter and cases (sometimes collectively the "Project").

Your obligation to add this office to the email and other notification lists includes, but is not limited to, all notice requirements found in the Public Resources Code and Inglewood Municipal Code. Some code sections that may be relevant include, but are not limited to, Public Resources Code Sections 21092 and 21092.2.

Our request for notice also includes, without limitation: (1) all letters and/or notices re any action, determination, activity, ordinance, resolution, agreement, settlement, approval, finding, or decision proposed, planned, taken, adopted, or approved by the lead agency required to allow the applicant to commence the Project; (2) all notices of preparation (whether filed or not filed); (3) all notices of exemption (whether filed or not filed); (4) all notices of completion; and (5) all notices of determination (whether filed or not filed). The listed notices or approvals are illustrative, not exhaustive, and are requested as to **any part** of the Project or its applications and any phase of it, including but not limited to site plan review, haul route, plan check, amendments to any general or specific plan, or design review phases.

In addition, pursuant to Govt. Code Sec. 54954.1, and for all meetings and/or hearings involving the IBEC project in any manner, and/or its EIR, we request that "a copy of the agenda, or a copy of all the documents constituting the agenda packet, of any meeting of a legislative body be mailed to" the undersigned. **We are also asking that they be emailed to us** prior to any such meetings/hearings at all of the following addresses:

Robert@RobertSilversteinLaw.com

Esther@ RobertSilversteinLaw.com

Naira@RobertSilversteinLaw.com

Veronica@RobertSilversteinLaw.com

"Upon receipt of the written request, the legislative body or its designee shall cause the requested materials to be mailed at the time the agenda is posted pursuant to Section 54954.2 and 54956 or upon distribution to all, or a majority of all, of the members of a legislative body, whichever occurs first."

By our request for notice and agenda packet re hearings "involving the IBEC project in any manner, and/or its EIR," we also specifically ask the City to notify us of any hearings involving eminent domain or condemnation issues, road improvement, well relocation, settlement or other agreements (e.g., negotiation), meetings related to the signage and street furniture improvements near the Project site, any CEQA exemption hearings or determinations related to the latter, as well as closed sessions on lawsuits related to the Project or Project applicant.

We specifically also request that proper notice be provided according to the law to all persons entitled to receive notice – as well as all of the above individuals at their mailing and email addresses for personnel at The Silverstein Law Firm – of any proposed adoption of Resolutions of Necessity or similar prerequisites to the ostensible ability or intent to use of the power of eminent domain related to any private properties sought to be acquired for or in connection with the IBEC project, including but not limited to 10212 S. Prairie Ave., Inglewood, at any time. By this request, we do not acknowledge or in any manner concede that the City, or any City agency, body or department, has the power of eminent domain as against the owners of 10212 S. Prairie Ave. Nor does the City have that power as against any other private property owners or properties. All objections to the claimed, attempted or intended use of eminent domain are hereby expressly reserved for our clients as well as for all impacted private property and business owners and occupants.

Finally, to the extent that an advance written request is required for any and all City hearings regarding the above-referenced project to be recorded and/or transcribed, this letter shall constitute that advance written request. Please include this letter in the administrative record and council file for this matter.

Please, acknowledge receipt of this Advance Notice Request.

Please also provide a current time line of all scheduled and anticipated events, including hearings or approvals of any type, related to the IBEC Project. Thank you.

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)
George W. Dolson, District 1 (via email gdolson@cityofinglewood.org)
Alex Padilla, District 2, (via email apadilla@cityofinglewood.org)
Eloy Morales, Jr., District 3 (via email emorales@CityofInglewood.org)
Ralph L. Franklin, District 4 (via email rfranklin@cityofinglewood.org)
Wanda M. Brown, Treasurer (via email wbrown@Cityofinglewood.org)
Artie Fields, Executive Director (via email afields@Cityofinglewood.org)
Kenneth R. Campos, City Attorney (via email kcampos@cityofinglewood.org)
Bruce Gridley, City Attorney (via email bgridley@kbblaw.com)

CITY OF INGLEWOOD

One W. Manchester Boulevard, Suite 860, Inglewood, CA 90301-1750

Office of the City Attorney

Kenneth R. Campos
City Attorney

Tel: (310) 412-8672
Fax: (310) 412-8865
www.cityofinglewood.org

June 17, 2020

Robert Silverstein
215 North Marengo Avenue, 3rd Floor
Pasadena, California 91101-1504
Robert@RobertSilversteinLaw.com

VIA EMAIL AND MAIL

Dear Mr. Silverstein:

The City of Inglewood demands that you immediately delete all copies, including any electronic copies, of legal invoices from the Remy Moose Manley law firm, which contain communications that are protected by the attorney-client communication privilege; the City also demands that you not disclose the contents of those materials, or quote from them or rely upon them in any way. These privileged materials were inadvertently posted to the City's website on May 15, 2020, and were withdrawn as soon as the City realized that they had mistakenly been posted. Inadvertent disclosure of privileged attorney-client material by the City does not waive the privilege. See, *Ardon v. City of Los Angeles* (2016) 62 Cal. 4th 1176. Anyone who looks at the materials would know immediately that they are privileged as they bear the heading "Confidential Attorney-Client Privileged" and were only inadvertently disclosed, and the fact that the City withdrew them from the website so quickly would make that obvious point even more clear. Yet you have apparently not only kept copies of these privileged materials, but you have made reference to them in correspondence to the City dated June 11, 2020, and June 16, 2020. Your actions are in violation of your professional ethics obligations, to say the least.

Your ethical obligation not to review or refer to them is well-established under California state law. See, e.g., *State Comp Ins. Fund v. WPS, Inc.* (1999) 70 Cal.App.4th 644, 656-657 (setting forth duty). If you do not confirm, in writing, that you will comply with your ethical obligations by destroying such materials and not referring to them again, the City will pursue all of its legal remedies, including but not limited to the right to disqualify you and your firm from representing anyone in connection with the various matters you have raised in recent correspondence with the City. See, e.g., *Clark v. Superior Ct.* (2011) 196 Cal.App.4th 37, 54-55 [upholding disqualification order where attorney improperly

reviewed inadvertently disclosed privileged documents and used them to "develop or support" his case]; see also *Rico v. Mitsubishi Motor Corp.* (2007) 42 Cal.4th 807, 817-818 [upholding disqualification order where attorney reviewed privileged materials then copied and disseminated them to its party's experts].

We look forward to your prompt reply.

Sincerely,

Michael Pan
Sr. Deputy City Attorney
For City Attorney Kenneth R. Campos
City of Inglewood