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July 21, 2020

VIA EMAIL

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City Clerk's Office on behalf of
Mayor and City Council
Inglewood Successor Agency, Inglewood
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VIA EMAIL

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Re: July 21, 2020 CC Hearing, Agenda Item No. PH-4; Further Objections to
IBEC Project SCH 2018021056; FEIR and Other Approvals

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

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, traffic management programs, hotel development project, 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, parking permit project, creation of the Inglewood Transportation Management Community Services District ("ITMCSD") agency formation, and any environmental determinations and/or CEQA exemptions associated with those.

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

I. FEASIBLE ALTERNATIVES EXIST THAT HAVE NOT BEEN STUDIED.

Pub. Res. Code § 21002 states: “[It] is the policy of the state that public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects.”

The EIR is the heart of CEQA and exists, in part, to help identify all feasible alternatives and mitigation measures.

The City’s alternatives analysis in the IBEC EIR has been flawed and inconsistent: all the alternatives were advanced so that they could later be eliminated leaving the Project – with its full mass and scale – to be the preferred alternative and the *only* feasible alternative. For example, the EIR identifies the City Center alternative as environmentally superior, in that it would be reduced in size and would move the Project further away from Forum and SoFi stadium and thereby reduce the concentration of all the traffic activity in one place. (DEIR, p. S-51-52.) However, the most recently produced Memorandum from ESA – the environmental consultants for IBEC – authored by Brian D. Boxer and dated June 12, 2020, suggests that *all* alternatives, including the City Center one, are not feasible (hereinafter, “Memorandum”). The Memorandum also claims: “The purpose of this memorandum is to examine in greater detail whether these seven alternatives are, in fact, feasible. The determination of whether these alternatives are feasible will ultimately be made by the City Council. This memorandum is intended to aid the Council in its consideration of this issue.” (Exh. 1 p. 1 [Feasibility Memorandum].)

The Memorandum’s findings of infeasibility of all 7 alternatives demonstrate once again that the EIR process in this case has been nothing but post-hoc rationalization condemned by courts:

“The full consideration of environmental effects CEQA mandates must not be reduced “to a process whose result will be largely to generate paper, to produce an EIR that describes a journey whose destination is already predetermined.” (Natural Resources Defense Council, Inc. v. City of Los Angeles (2002) 103 Cal.App.4th 268, 271, 126 Cal.Rptr.2d 615.)” Save Tara v. City of West Hollywood (2008) 45 Cal.4th 116, 135-136.

Further, the EIR's failure to analyze a reduced development alternative is a violation of CEQA.

Also, the alternatives analysis in the EIR and in the Memorandum lacks good faith analysis. To perform the informational mandate under CEQA, the EIR must bridge the analytic gap between evidence and conclusions. The EIR fails to perform that essential function.

Most importantly, the feasibility contemplated under CEQA is not determined by the *profitability* of the Project or *economic ambitions* of the Project Applicant but is an *objective* inquiry into whether there are any *legal* restraints or whether the project will not be economically at a loss. See Uphold Our Heritage v. Town of Woodside (2007) 147 Cal.App.4th 587, 599, 602-603; Center for Biological Diversity v. County of San Bernardino (2010) 185 Cal.App.4th 866, 883.

Contrary to the above-quoted legal authority, the Memorandum's findings of infeasibility of an alternative of a reduced size project, or an alternative site, or mitigation measures are merely based on financial feasibility and economic profitability of the alternatives to the Applicant or to the City. There are no facts of a "legal restraint" or "magnitude of the difference" between the use of a technology park, or a parking lot on the site as contemplated before by the City for many years, or use of a same-day event limitation and coordination between NFL, Forum, and Clippers arenas, as suggested by public comments.

Finally, the Project alternatives analysis is now incomplete and inaccurate in view of a more environmentally superior alternative available to the City and Applicant and yet not discussed in the EIR, upon the Applicant's purchasing of the MSG Forum.

The analysis in the Alternatives Feasibility Letter is legally flawed and unsupported by substantial evidence, as further described below:

A. The EIR or Recent Memorandum Do Not Support the Infeasibility of a "No Project" Alternative 1.

"The purpose of an EIR is *not* to identify alleged alternatives that meet few if any of the project's objectives so that these alleged alternatives may be readily eliminated." Watsonville Pilots Assn. v. City of Watsonville (2010) 183 Cal.App.4th 1059, 1089 (emphasis orig.) The EIR's failure to analyze a reduced development alternative is a violation of CEQA. Id. at 1090.

The Memorandum – posted to the administrative record on June 16, 2020 and long after March 24, 2020 – provides inaccurate facts and pure speculation to support the finding of infeasibility for the genuine “no project” alternative.

The justification for the infeasibility of the “No Project” Alternative 1 provides:

“Alternative 1: No Project

This alternative appears to not be feasible for the following reasons: (1) none of the City’s and Applicant’s stated objectives for the Proposed Project would be achieved; (2) the vacant parcels on the Project Site would likely remain vacant/underutilized for the foreseeable future without development of the Proposed Project; and (3) as a result of the parcels remaining vacant, the City’s economic development goals for the Project Site would not be met. A more detailed discussion of each reason is provided below.”

None of the noted reasons are genuine or supported by facts/substantial evidence.

Project Objectives: The Memorandum claims that the No Project alternative is not feasible since Project objectives of the City and the Applicant are not achieved under the alternative; however, the Memorandum focuses solely on the *economic* objectives. The economic objectives are not the standard to decide the infeasibility of an alternative. Besides, now that the IBEC Project’s Applicant has also acquired the MSG Forum and may simply use MSG Forum for its games or enlarge the MSG Forum capacity, it is unclear why the “No Project” alternative will not meet any of the listed economic benefits to the City and the Applicant. Additionally, the City may still utilize the IBEC’s proposed site for another project, such as a technology park or a parking structure, or for less intensive land uses, and gain both the benefits of the Clipper’s games at the MSG Forum site, as well as other uses on the IBEC’s proposed site.

Alternate Use/Utility of Project Site: Another reason for the Memorandum’s finding of the “No Project” alternative infeasible provides: “Without construction of the Proposed Project, the vacant and underutilized parcels on the Project Site would continue to remain vacant and/or underutilized.” This conclusion is inaccurate and unsupported by facts. First, the Memorandum itself concedes that the site has been already planned (assured to the public) to be used as an overflow parking structure since 2015 when the NFL stadium was approved by voter initiative. Thus, the site will not be vacant. Also,

assuming the NFL games alone will indeed make the overflow parking underutilized, with the Clippers purchasing the MSG forum, the Clippers could also share/use the same overflow parking site and it would not be underutilized any more.

Also, the Memorandum acknowledges that the Project site has been proposed for a technology park for years, ever since the City acquired an FAA grant and initiated the demolition of numerous apartment buildings on the site. The Memorandum's explanation that the technology park could not be built because part of the Project site is not owned by the City and no entitlements have been approved by the City is disingenuous: the Project site is still not completely owned by the City and the City is contemplating dubious eminent domain actions to seek to acquire the private parcels for the benefit of a private entity – the Project Applicant. Besides, the reason no entitlements are approved by the City on the site is completely within the City's control and its fraudulent intent not to use the site as a technology park or to use it for purposes different from those presented to the public has been hotly contested as part of the fraud case filed by MSG Forum.

Consistency with the FAA Grant: Contrary to the Memorandum's claims, the Project itself is not only inconsistent with the FAA grant, but will also *ignore* such inconsistency. The Project's disposition and development agreement ("DDA") shows that the Project includes building of a hotel – a residential structure – in the same flight zone incompatible with the FAA grant. Moreover, the same DDA mentions that even though the FAA restrictions will pass to the Project Applicant as running with the land, none of those "shall prohibit or limit the development of the Project Site as permitted by the Scope of Development and this Agreement." (E [213] of DDA, Murphy's Bowl Draft April 29, 2020 and City's Draft May 22, 2020.) Moreover, the Memorandum's reasoning is based on the logical fallacy that because the FAA grant requires compatible uses, only the IBEC Project is compatible. The Project site may be put to a number of other uses, and the fact that nothing has been approved by the City to date and all the prior plans about the location (technology park, parking for the NFL stadium) have been purposely ignored or not acted upon does not make alternate uses or plans for the Project site infeasible or inconsistent with the FAA grant.¹

¹ In fact, the IBEC Project at the proposed site – despite the existence of prior plans for the site and in need of extensive rewriting of the general plan, specific plan, overlay zoning, design standards, street vacation and municipal code – prove the City's precommitment to the Project before it is approved, rather than the Project's consistency with the FAA grant requirements.

Economic Goals under the General Plan: The Memorandum lists the economic goals of the General Plan Land Use Element “to “[h]elp promote sound economic development and increase employment opportunities for the **City’s residents** by responding to changing economic conditions.”” (Emph. added.) The issue has been repeatedly raised and disputed by the Inglewood residents: how would the building of a third arena in the City promote “sound” economic development where the City cannot even accommodate the traffic caused by three stadiums and issues parking restrictions in all residential zones? And how would it increase employment opportunities for the City’s own residents where the Project Applicant committed to provide only 30-35 % of its construction and operation jobs to the City residents and where the majority of jobs it will provide are temporary and seasonal? Moreover, the Project proposes to expel existing businesses, an inn, a restaurant, a catering business, and others, which – unlike the Applicant’s Project – provide permanent skilled jobs, instead of the mostly seasonal and unskilled jobs for the Project events.

Public Benefits: The Memorandum lists public benefits in the amount of \$100 million.² The Memorandum does not explain how that amount will indeed help the listed initiatives. However, per the Applicant’s statements during the June 17, 2020 Planning Commission meeting, the public benefits to support the affordable housing will be solely in the form of loans to developers to build housing. However, the Developer can provide such loans anywhere and – considering the fact that more housing developments are not necessarily tied to affordable housing – the public benefits to *Inglewood residents* are unsupported, illusory, and attenuated.

Thus, the Memorandum’s/City’s findings of infeasibility of the No Project alternative are unsupported and erroneous.

² The Memorandum does not provide a breakdown of each alleged public benefit. In the meantime, during the Planning Commission hearing on June 17, 2020, the Applicant’s representative and the City staff quoted much bigger benefits far exceeding the \$100 million. In view of the discrepancy between the Memo’s quoted and the Applicant’s and City’s statements at the Planning Commission hearing, the public benefits package and representations are at best questionable.

B. The EIR (Memorandum) Does Not Support the Infeasibility of the Reduced Size Project Alternatives.

Guidelines § 15126.6(e)(2) states that if the environmentally superior alternative is the No Project Alternative, the EIR shall identify an Environmentally Superior Alternative among the other alternatives. Therefore, even assuming the No Project is infeasible, the City should have looked at the next environmentally superior alternative – i.e., the reduced size alternative. First, the Memorandum is inconsistent with the EIR, which lists the environmentally superior alternative as the City Center. (DEIR, p. S-51-52.) Second, the Memorandum characterizes its *own* reduced size Alternative 2 as infeasible for the following justification:

“Alternative 2: Reduced Project Size

Alternative 2 does not appear to be feasible for the following reasons: (1) inconsistency with the City’s economic development goals; (2) the lack of ability of the LA Clippers to consolidate their uses at a single site in the region, (3) loss amenities and the inability to hold pre- and post-game events would diminish customer and fan experience; (4) adverse effects on arrival and departure patterns; and (5) inconsistency with the requirements of the City’s FAA AIP grants.” (Memorandum, p. 5.)

The justification is inaccurate and unsupported by substantial evidence.

Inconsistency with the City’s economic development goals: This justification mirrors the one in the No Project alternative and is inaccurate for the same reasons mentioned above.

The Memorandum claims a reduction in the one-time development impact fee to the Inglewood Unified School District in the amount of \$175 million, without mentioning that the amount is not a “gift” or “benefit” but rather “compensation” for the impact the Project will cause to the schools. Also, the Memorandum fails to note the impact of the Project on the adjacent school in the Lennox School District, which will be severely impacted, without any recourse or compensation plan by the Applicant. Thus, the \$175 million payment should not count as an economic benefit to anyone, and it does not compensate for the impacts to the Lennox Unified School District.

Therefore, the Memorandum's conclusion that the Project's reduced size Alternative 2 will not "meet the City's goals to promote economic development that would generate opportunities for *the City's residents*" as compared with the Project itself is inaccurate and deficient.

Inability to consolidate Applicant's uses at a single site in the region: Even assuming this were a genuine or legally acceptable reason – which it is not – it ceased being such *after* the Project Applicant acquired the MSG Forum, which, per the Memorandum, has the capacity to accommodate additional activity and in fact will allow the Applicant to "consolidate" all uses at a "single site in the region." The MSG Forum is located within walking distance (1 mile = 20 min to walk) from the proposed IBEC Site. (Exh. 2 [Google map – distance from The Forum to IBEC site].) In fact, the MSG Forum site is closer than the current clinic and amenities that the Clippers have "two blocks" away from the Staples center. The MSG Forum – now owned by the Applicant – can provide the extra amenities the Project needs, if any, with less impacts to the environment.

Loss of amenities to hold pre- and post-game events: The justification is unrelated to infeasibility in that it focuses on "customer and fan experience," neglecting the Inglewood community that will be impacted and the mitigation of those impacts under CEQA.

Finally, the Project's justification and objective to hold pre- and post-game events squarely conflicts with and refutes a number of other baseline assumptions in the Project that the community was asked to rely on; e.g., (1) Clippers games would not burden the Inglewood community since the games will be coordinated with the NFL stadium and The Forum, especially upon the Applicant's recent purchase of the latter; (2) the residential districts will not be much impacted because the games and events usually last 4-5 hours and a 1-2 hour exempt parking will not work for stadium visitors.³ As such,

³ The City adopted a Parking Ordinance on June 16, 2020 with the Staff's late-added provision, whereby guests or workers at residences will be able to park for a maximum of 1 or 2 hours in a residential area, as determined by the Public Works director. Although the Ordinance itself does not reflect any firm commitment for 1-2 hour exceptions but leaves it to the discretion of the Public Works Director, per Staff's oral presentation on June 9, 2020, the 2-hour exceptions had to be available for guests of residences from 8 am to 5 pm. Staff's reasoning and time limitation was based on the inherent assumption that games begin after 5 pm and stadium patrons would not be able

the Memorandum makes the Project a year-round activity site, which may be potentially open 24/7, in view of cafes, restaurants, and the hotel with the restaurant/cafe and other amenities – far different from what the Project was presented to be to the community. Beyond that, for purposes of CEQA and infeasibility analysis, the emphasis should be on the impacts on the environment, rather than the enjoyment of the Project’s *visiting* customers and fans, to the detriment of Inglewood *residents*.

Adverse Effects on Arrival and Departure Patterns: The Memorandum’s reasoning and justification is based on the incorrect old baseline assumption that the reduced size of the Project will not allow the additional amenities for customers, which could in turn keep customers longer on the site before and after the games and thereby prevent same-time arrival and departure traffic. As noted before, with the Applicant’s purchase of the Forum, the Project site now can achieve the same operational intensity by allocating part of its administrative activity to the 1-mile away Forum site and leaving the other part (restaurants, cafes) at the Arena site. In fact, utilizing the Forum site for those extra amenities will help spread out the parking needs for the IBEC site, rather than concentrate everyone in one place. This new scenario – its benefits or impacts – was not studied in the EIR or in the later Memorandum, making both defective in view of changed baselines.

Inconsistency with FAA Grants: See above discussion in Section A (“No Project”), supra.

C. The EIR’s Infeasibility of Alternatives 3-6 (Alternative Sites) is Unsupported.

The Memorandum analyzes the infeasibility of alternative sites, some of which are in a different jurisdiction (Alternatives 3-5). While it is true that there can be infeasibility – i.e., legal restraint – to develop a project where the “site may not be available for purchase” since it is unknown if the owner would be willing to sell, the same reason applies to the proposed site in Inglewood: not all lots at the Project site belong to the City

to park at places with a 2-hour limitation for games that will last 4-5 hours. See City Council hearing video, June 9, 2020, Time Marker, 01:08:37 to 01:12:50. The adoption of the Parking Ordinance on June 16, 2020 proceeded with a motion to waive the reading of the ordinance and without any staff presentation on the item or any CEQA findings. See City Council hearing video, June 16, 2020, Time Marker, 12:42-13:15.

Moreover, the justifications improperly focus on the *expenses* associated with building at a different site, *profitability*, and *costs* associated with cleanup of hazardous waste, contrary to legal authority.

As to Alternative 6, the Memorandum provides that it is unknown if the site is available for sale by the *owner* but fails to mention who the site owner is and whether it is the same as with the present IBEC site (e.g., City or Successor Agency). At the same time, it makes unsupported claims that the parking will be insufficient or that there will be no room to accommodate the various amenities in the Project. Yet, the Hollywood Specific Plan Area – and the site adjacent to NFL Stadium – could be more compatible for development of the Arena and will help to better coordinate various events. After all, per the Memorandum, the NFL stadium will need to use parking on an “intermittent basis” “20-40 times per year,” which would allow the Project to use the NFL amenities and parking instead.

The infeasibility of Alternative sites is not supported by substantial evidence.

D. The EIR’s Infeasibility of Alternative 7 (MSG Forum) Is Inaccurate and a New Study of this Alternative Site Is Required.

The Memorandum analyzes the infeasibility of the Alternative Site 7 – the MSG Forum – and yet omits one critical change: the MSG Forum is now officially owned by the Project Applicant. Thus, there has been a *change* in the *baseline* that has not been studied or analyzed in the EIR. In fact, after the *Memorandum’s* Reduced Size Alternative 2, Alternative 7 may be the other environmentally superior alternative in this case.

First, the availability of the Alternative Site 7 upon the Project Applicant’s purchase of the MSG Forum – which occurred after the release of the Project DEIR for public review and before the certification of the EIR – is a significant change and a change in the baseline, which needs to be reviewed *prior to approval* of the Project. Second, the EIR needs to be re-noticed and re-circulated for public review and comment based on the new feasible and environmentally superior Alternative 7 (as well as Alternative 2). Pub. Res. Code § 21092.1; Guidelines § 15088.5(a).

Third, the justifications in the Memorandum to support the infeasibility lack merit. They state:

“This alternative does not appear to be feasible for the following reasons: (1) it **may not** be feasible to construct the Proposed Project on the alternative site; (2) the Project Site **would remain** underutilized, and thus not meet the City’s vision for the site; and (3) construction of the Proposed Project **would result** in the loss of an historic resource.” (Emph. added.)

The emphasized words highlight the inconsistencies in the assertions. The use of “may” for feasibility is improper – this is something that needs to be ascertained. On the other hand, there is no support for the statement that without the Project, the Project site “would remain” underutilized: the site was previously planned for a parking structure and a technology park and the City is in total control of whether something would be approved there. Finally, there is no support for the statement that the historic resource would be lost or demolished should the Clippers move there: it is possible to enlarge the capacity of the Forum without demolishing it or affecting its significance. The EIR (or Memorandum) does not explain why such expansion is “infeasible.”

Site Feasibility: The Memorandum’s site feasibility justification focuses on the parking location and *convenience* for the *Project* itself; the *inconvenience* to the Project’s own occupants is neither an impact under CEQA nor something CEQA requires be mitigated.⁴ Moreover, the Memorandum claims: “The project architect has stated that the resulting linear shape of the plaza, and high level of exposure to South Prairie venue, a 6-lane arterial, would inhibit the creation of a unique urban environment and would be contrary to *best practices in urban placemaking*.” Yet, the site feasibility under CEQA does not depend on the “best practices in urban placemaking” and neither the Memorandum nor the EIR provides any legal grounds or authority for the statement.

City Objectives for the Project: The Memorandum acknowledges that the Alternative 7 will still achieve the City objectives but claims it will not achieve those “to the same extent” as the Project. “Same extent” is not a consideration for feasibility. Moreover, the Memorandum’s justification rests on the erroneous and unsupported premise/assumption that the MSG Forum needs to be demolished.

⁴ The Memorandum’s reference to the parking impacts – and especially in the context of parking impacts to the Project itself – is disingenuous. See Sec. IV for the City’s claims that parking impacts of the Project are not a CEQA concern. The IBEC DEIR is deficient for lack of study of the secondary effects of parking shortage caused by the Project on the surrounding environment.

Project Schedule and Costs: The Memorandum's justification is that Alternative 7 Site (MSG Forum) is not included in AB 987 and therefore will have to proceed with the regular CEQA schedule rather than the expedited. The expediency, however, should not be a consideration in CEQA, let alone support the feasibility of the project alternatives or mitigation. See San Franciscans for Reasonable Growth v. City & Cty. of San Francisco (1984) 151 Cal.App.3d 61, 74 (describing agency's "failure to consider and analyze this group of projects" as driven by it being "more expedient to ignore them. However, expediency should play no part in an agency's efforts to comply with CEQA").

Project's Environmental Benefits: The Memorandum incorrectly claims that the Proposed Project has a number of environmental benefits and features and suggests that the Alternative 7 will not have those. The Memorandum does not explain why Alternative 7 will not have those same benefits and fails to note that: (1) those benefits are illusory and unsupported (e.g., GHG emissions, reduction in traffic); (2) the alleged environmental benefits are there to *mitigate* the impacts the *Project* itself will cause as proposed and are therefore not a *benefit* but rather a *compensation and mitigation*. Moreover, the Memorandum claims: "Because AB 987 would not apply at this site, these measures would not be implemented under Alternative 7." The statement is based on a logical fallacy and does not explain why the Project or its Applicant will be unable to provide those same benefits without the AB 987.

II. THE PROJECT'S SAME-DAY EVENT LIMITATION IS A FEASIBLE MITIGATION.

CEQA mandates that no Project be approved if there is a feasible mitigation measure available for it. Pub. Res. Code § 21002. In response to public comments and requests to mitigate various individual and cumulative impacts of the IBEC project by means of setting same-day limitation of events at SoFi, MSG Forum, and the IBEC Project site, Stone Planning LLC submitted a letter to the City, which was added to the administrative record and yet not circulated to the public for review as part of the Draft EIR. ("Memo") The Memo declared "attendance limitations" "infeasible."

The infeasibility findings by Stone Planning LLC (Stone) are improper and unsupported for various reasons. Also, the feasibility conclusions by Stone are based solely on the economic profits of the Project Applicant, which is not a CEQA standard of feasibility.

Stone's Memo talks about the alleged impossibility of predicting and controlling the attendance of various events at MSG Forum because there is a difference between

maximum facility capacity, and actual and anticipated attendance numbers, and suggests that “IBEC could have to pass on booking tickets on the same day as Forum” and yet the Forum may have less attendance eventually. However, the opinion disregards the fact that the Forum is now owned by the Project Applicant and therefore there should be no coordination problems between the Forum and Clippers events: in other words, the same owner may easily determine the number of available tickets at each venue through shared data. Stone’s other reason similarly claims there might be a problem since some tickets are not purchased but are reserved “on hold.” This, again, should not be an issue in view of the *common* ownership of the Project and the Forum.

Second, Stone’s Memo suggests a similar conflict with the SoFi Stadium: “A major event at SoFi Stadium would preclude any event of any size at the IBEC, even if event times are staggered throughout the day.” However, the opinion disregards the City’s estimate in the Feasibility Memorandum, i.e., that the Project is proposed at the present site because otherwise SoFi stadium’s use of the IBEC site for overflow parking would result in *underutilization* of the site in view of the anticipated “20 to 40 times” per year. (**Exh. 1** [Feasibility Memorandum, *supra*].) This would leave the Project with the rest of the 325-345 days open to schedule events and should not come at a significant loss.

The Memo states the same for the Forum: “As The Forum is one of the busier arenas in the country and a top destination for concerts, this would harm the IBEC’s ability to schedule LA Clippers games and attract other events, particularly because both arenas will experience the same seasonality of events, with most events held from the fall through spring. (The timing of event booking is described in more detail below.)” The arguments here are improper since they focus on the *maximum profits* the Clippers can make from its Project’s full implementation rather than the *magnitude* of the alleged *loss* and the *costs* associated with restrictions. Moreover, that the Project itself may be limited in its operation in light of the two nearby stadiums is not a consideration in CEQA and – if anything – should have been properly considered by the Project Applicant before choosing to implement the Project in Inglewood.

Stone’s arguments also note a problem in same-day limitation in view of the fact that events are scheduled “years in advance” and IBEC will lose “flexibility.” Again, those are planning issues that have to be considered by the Project Applicant when choosing the proper site for its project. Economic decisions or interests of developers or investors are not a CEQA concern.

In sum, Stone’s arguments of infeasibility of the mitigation measure of limiting same-day events for SoFi Stadium, The Forum and the Project (Clippers Arena) focus on the economic success of the Applicant rather than the infeasibility of the mitigation measures, and are therefore unsupported.

Stone’s Memo rebuts the Feasibility Memorandum’s arguments about the alleged infeasibility of Alternative Sites for the Project and shows that the Alternative Sites in *other* jurisdictions are far more feasible and environmentally superior to the Project at the proposed Inglewood site.

The Alternatives Feasibility Memorandum and the Stone Memo re Infeasibility of the same-day limitations demonstrate that the EIR failed to provide the CEQA-mandated reasonable range of alternatives to the Project, despite the myriad of alternatives which the City and “independent” experts themselves claim to be infeasible. The lack of a “reasonable range of potentially feasible alternatives” in the EIR therefore could not foster “informed decisionmaking and public participation.” Guidelines § 15126.6(a). (Exh. 3 [Dec. 28, 2011 ruling in LASC Case No. BS130732].)

III. THE PROJECT’S APPROVALS FOR THE CITY COUNCIL INCLUDE A NEW ACTION ITEM, WHICH WAS NEITHER DISCLOSED IN THE DEIR NOR DECIDED BY THE PLANNING AGENCY, NOR WAS IT ADEQUATELY DISCLOSED TO THE PUBLIC TO PROVIDE INFORMED MEANINGFUL COMMENTS.

The Project has been chopped into various unidentified and unidentifiable parts, to evade CEQA. See our extensive piecemealing objections in prior letters.

As another example, it was only after closing the public review process and after presenting the Project before the Planning Commission for recommendation, that the staff added a new item for approval in the Notice of the Final Public Hearing, stating:

“6. **Adoption of an Ordinance** Amending Inglewood Municipal Code Chapters 2 (Administration), 3 (Motor Vehicles and Traffic), 5 (Offenses, Miscellaneous), 10 (Public Works), and 11 (Building Regulations) to permit development and operation of the Project, including provisions regarding public art, truck routes, noise regulations, traffic demand management, and disposition of municipal real property.” (Exh. 4 [Public Notice for Final Hearing

July 21, 2020].)

Adding piecemealed parts to the Project at the very time of approval prejudiced the public by lack of informational disclosures and violated CEQA's mandates of good faith disclosure, timely notice, and prohibition against piecemealing.

IV. THE PROJECT'S EIR LACKS ANALYSIS OF AN INTEGRAL COMPONENT OF CITYWIDE PARKING CHANGES.

On June 16, 2020 –after the IBEC Project DEIR public review period closed on March 24, 2020 – the City adopted a citywide Parking Permit District Ordinance.

The language of the Ordinance makes clear that it was passed to accommodate the combined capacity of sport events, including SoFi and the IBEC Project. Yet the IBEC DEIR does not analyze parking impacts of the Project or the impacts of the Parking Ordinance adopted in furtherance of it.

The Ordinance⁵ was adopted in violation of CEQA, since the agency failed to support its assertion that the Ordinance will not cause environmental impacts with substantial evidence. The single CEQA paragraph from the City's June 16, 2016 staff report states:

“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.” (Exh. 5, p. 4 [June 16, 2020 Staff Report].)

Conclusory recitation and argument about the “common sense exemption” in Guidelines 15061(b)(3) is inadequate to meet the agency's burden of proof

⁵ We have raised Brown Act violations related to this Parking Ordinance in our June 30, 2020 Cure and Correct letter. See http://ibecproject.com/IBECEIR_035513.pdf

Second, the City's reasoning for the "common sense exemption" appears to be based on the logical fallacy that just because the Ordinance is "is designed to reduce potential traffic and parking impacts," it must be necessarily exempt from CEQA. Not so.

The citywide parking restrictions – adopted in order to further the IBEC Project at issue here – will significantly impact the environment and especially residential areas citywide. The Parking Ordinance provides max 2 parking permits per residence.

The secondary effects of the described parking shortage – in case of non-availability of parking even after the public has secured parking permits – will be caused by more trips to look for parking, more cars parked in inappropriate places, more safety problems associated with remote parking and walking, as well as more GHG emissions attendant to vehicle idling, traffic, congestion, and extra trips in search for parking.

Based on the Infeasibility Memorandum – added to the Project's administrative record after the close of the IBEC Project DEIR's comment period – the SoFi Stadium was approved by initiative in 2015 based upon the present IBEC site being used for SoFi's overflow parking purposes.

Hence, the IBEC Project included two additional integral components: (1) adopting a citywide parking ordinance; and 2) removing the overflow parking contemplated by SoFi Stadium in 2015. These components had to be analyzed and disclosed in the DEIR itself, not after the public comment period closed and not in piecemeal fashion with an inapplicable CEQA exemption.

The issue of lack of parking shortage discussion in the DEIR was raised by Planning Commissioners at the June 17, 2020 special hearing. However, City staff claimed the DEIR did not study the parking impacts of the Project on the environment as parking is not one of the fields of study under CEQA. However, the secondary effects of parking shortages are still a concern for CEQA and have to be mitigated.

The IBEC DEIR is deficient for lack of study of the secondary effects of parking shortages caused by the Project on the surrounding environment – distinct from the parking convenience to Project visitors and the "best practices in urban placemaking."

CEQA requires the lead agency to respond to public comments in good faith. That did not occur here.

Further, recent communications posted to the AR – the Alternatives Feasibility Memorandum and the Stone Memo re same-day event limitation – suggest that the EIR did not adequately disclose and identify all the impacts of the Project.

The problem of inadequate studies of the contemplated land uses and intensity under the Project is also compounded by the fact that the study of the Project impacts in the EIR was limited to only 30 years of operation (DEIR, p. S-19) and the erroneous assumption that the Project’s moving from the Staples Center to Inglewood will generate no net new GHG emissions or, as amended later, only a few more games.

**V. PIECEMEALING WITH INAPPLICABLE EXEMPTIONS;
 PRECOMMITMENT TO IBEC.**

On June 9, 2020, the City took another action related to the IBEC Project: creation of the Inglewood Transportation Management Community Services District (“ITMCSD”). As has been previously argued, the City Council action on June 9, 2020 was in violation of CEQA’s piecemealing prohibition, the Brown Act, as well as CEQA’s mandate not to approve any project which may have significant impacts without first mitigating those. The ITMCSD was improperly piecemealed from the overall IBEC review.

Under AB 987, the IBEC Project includes a “transportation demand management program” pursuant to Pub. Res. Code § 21168.6.8(a)(6). The creation of such transportation program was not analyzed in the DEIR and the public specifically inquired about the mysterious references to a “transit hub” during the June 17, 2020 Planning Commission meeting, without the City staff’s responding to the inquiry.⁶

⁶ Based on the available information, the Inglewood Mobility Plan and Inglewood Transit Connector Project which will be managed by ITMCSD, will remove the median on S. Prairie St., will designate lanes for shuttle services, will create a monorail system which the public will ultimately have to pay for in the form of assessments to the City and City taxes, and will remove large stores to make room for the transit hub or stations linking to Metro’s Crenshaw Line. On June 17, 2020, the Planning Commissioners inquired about the impact of such designating lanes for the Project’s shuttle services on the ACCESS transportation system for disabled people. The City did not provide a definitive answer beyond a conclusory statement that ACCESS services will not be disturbed.

Also, on June 16, 2020, the City filed a Notice of Exemption for the formation of the new agency - the ITMCSD – unidentified on the July 9, 2020 City Council agenda. (Exh. 6 [Notice of Exemption downloaded from the County website].)

The City violated CEQA by invoking inapplicable exemption grounds: Guidelines §§ 15320 (reorganization) and 15061(b)(3) (common sense exemption).

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.

Finally, the two exemptions do not and should not legally apply since the creation of the agency was part of the IBEC Project and is being piecemealed from it.

On July 7, 2020, the City Council’s Agenda included a consent item to fund – from the City’s General Fund – a shuttle service pilot project. Per the staff report hyperlinked thereto, the shuttle service was to serve Inglewood residents working at LAX. (Exh. 7 [July 7, 2020 Agenda and Staff Report].) The staff report, however, does not include any data to suggest how many Inglewood residents indeed work at LAX and whether the City’s initiative and spending taxpayer money is in response to an actual need, as represented. Coincidentally, the agenda item was “pulled” by the Mayor at the outset of the City Council meeting, without any staff request or explanation.

On the other hand, on March 24, 2020, in its comments to the IBEC DEIR, Metro – a responsible agency for the IBEC Project – requested specific information about shuttle services:

“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.” (Metro’s March 24, 2020 Comment re IBEC DEIR, p. 4.)

The City’s alleged concern about the number of Inglewood residents who work at LAX and failure to ascertain the need for such shuttle services pilot project, coupled with Metro’s request to specify the funding and existence of shuttle services contemplated by the IBEC Project, suggest that the pilot shuttle service program on the City Council agenda of July 7, 2020 was not coincidental and is related to the IBEC Project. As such, the shuttle services is yet another piecemealed project from IBEC, whose impacts are now put on the shoulders of the public without adequate disclosure and notice thereof in the IBEC EIR.

VI. PRECOMMITMENT TO THE PROJECT.

On June 30, 2020 – after the public and we were deprived of the possibility to comment on the adoption of two General Plan amendments we also assert are part of the IBEC Project⁷ – the Mayor once again confirmed both piecemealing of the General Plan amendments from the IBEC Project and the City’s precommitment to the Project. After the close of the public comment period and displaying a self-lauding video of achievements as the chair of the Metro Board promoting transit-oriented developments,

⁷ It was only at the time of the City Council meeting – not in the agenda for the June 30, 2020 City Council meeting – that Mayor Butts announced that all those who wish to address the decisionmakers directly may do so by going to the City Hall, and that addressing decisionmakers over the phone was not “guaranteed.” In fact, at both times when items PH-2 and PH-3 (General Plan Amendments) of the June 30, 2020 agenda were called, the operator reported that there was no caller on the line even though we had been on and waiting to speak since the beginning of the 2 p.m. City Council hearing. Also that day, although we were given the chance to comment *before* the two agenda items were *called* and *after* those were voted on, our comments were inaudible due to poor connection and then were altogether muted.

the Mayor commented disparagingly about our advocacy of our clients' rights as they are threatened by the City with eminent domain, and against CEQA itself: "I am gonna tell those people: we are not stopping anything. . . . as though they are going to stop us by using CEQA law."⁸

The Mayor's comments confirm again that the City has precommitted to the Project and approved it prior to the certification of the EIR, in violation of CEQA.

VII. THE IBEC DEIR AND THE PROJECT MAY NOT BE APPROVED BECAUSE OF THE CITY'S FURTHER FAILURES TO COMPLY.

The City and EIR's approval actions 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.)

The City's attempt to approve vacating of two streets all in one action/hearing of approving the Project and without the specific findings disclosed in the DEIR violates the procedures of Streets and Highways (S&H Code) Code Sections 8300, et. seq., related to specific requirements, findings and hearing.

Moreover, S&H Code Sec. 8313 requires the agency to consider the general plan, and obviously consistency issues, when planning to vacate the street. As noted in our prior letters, the City inconspicuously and illegally plans to amend the General Plan to effectuate the vacating of the streets. Before the City vacates a street, it must engage in prescribed procedures. S&H Code § 8320(b)(2).

The City's approval of all actions – including the vacation hearing – into one hearing and providing short notice of such hearing is improper.

⁸ See time marker 11:15:20 through the end of the video at:
<https://www.facebook.com/cityofinglewood/videos/685255228697788/>

Further, the street vacation hearing should not only consider the general plan consistency and approve the vacation on such consistency ground, but rather the legislative body must consider and find “from all the evidence submitted, that the street, highway, or public service easement described in the notice of hearing or petition is unnecessary for present or prospective public use,” and thereafter vacate the street. S&H Code § 8324. The City failed to consider this issue; neither could it find that 101st or 102nd streets are “unnecessary for present or prospective public use.”

The portions of both 101st and 102nd streets proposed for vacating, as well as the public right of way on City streets unidentified in the DEIR which will be encroached upon by the Project, are necessary for public use both for the purposes of traffic and pedestrian circulation. The increase in traffic in the City will make 101st and 102nd streets even more necessary.

This necessity will not be abated by Metro’s light rail or any shuttle service that may or may not be proposed by any transportation agency or by Murphy’s Bowl during events. The light rail or train stations typically serve inter-city commute. The issue is whether the highway will be necessary for the public and community of Inglewood. Restricting such access and interrupting the traffic circulation onto 101st and 102nd Streets from/into S. Prairie St. will severely impact the adjacent residences, the elementary school access on 105th Street, as well as cause more traffic on the adjacent streets.

Further, 102nd Street is designated as a “collector” street in the General Plan, i.e., it links the narrow streets with the arterial ones in Inglewood and must necessarily have at least one lane in each direction and an appropriate width and capacity to accommodate 3,000 to 15,000 trips a day.⁹ (Exh. 8 [Excerpts from the Downtown Plan and Circulation Element.]) The same is true about the encroachments into the public right of way, which are also covered by the Code. S&H Code §§ 8314 (public right of way), 8309 (complete or partial abandonment).

⁹ See p. 1 at <http://inglewood.arroyogroup.com/wp-content/uploads/2016/07/Downtown-Inglewood-4.E-Traffic-and-Circulation.pdf> ; see also, pp. 20-21 or pdf pp. 26-27 at <http://v1.cityofinglewood.org/civicax/filebank/blobdload.aspx?BlobID=8522>

A street or a public right of way may not be vacated/abandoned for private use, as here. The fact that Murphy's Bowl visitors will benefit from it does not turn the private project into a public one.

VIII. FURTHER RE GHG.

The Project relies on Mitigation Measures 3.7-1(a) and 3.7-1(b) to achieve no net increase in GHG emissions and thereby allegedly reduce the impact to a less-than-significant level. After identifying an incomplete list of on-site mitigation measures – failing to require feasible solar carports and failing to identify the feasibility of future bus stop improvements without planning for additional sidewalks now – the FEIR attempts to absolve the Project of its GHG emissions by relying on offsets purchased from the open market. The FEIR allows virtually unlimited carbon offsets with only two requirements: (1) the credit shall be obtained from an offset project registry approved by CARB; and (2) the credits must be determined by staff to be “permanent, additional, quantifiable, and enforceable.”

Generally, CEQA requires that mitigation measures shall be “fully enforceable through permit conditions, agreements, or other legally binding instruments.” Guidelines, § 15126.4(a)(2). The precise mitigation measures might be deferred (and deferred mitigation is highly disfavored under any circumstances) only when the lead agency: (1) adopts specific performance criteria that the mitigation measures must satisfy; (2) shows that practical considerations prevented the formulation of more detailed mitigation measures; and (3) commits itself to formulating mitigation measures in the future. With respect to Mitigation Measure 3.7-1, the City fails to meet any of these requirements.

Prior to approving any offset credit, the City must determine that the particular credit is “permanent, additional, quantifiable and enforceable” – based on subjective staff-level decisions outside the public eye with no public review. Given the highly technical nature of GHG analysis and the intangible nature of offsets, the State has defined these terms strictly for CARB approved Cap-and-Trade credits. (17 Cal. Code Regs. § 95802). For example, the definition of “quantifiable” requires a conservative methodology accounting for activity-shifting leakage and market-shifting leakage, and the definition of “permanent” requires an activity to endure for 100 years. CARB has approved specific protocols to ensure these statutory requirements are met. (17 Cal. Code Regs. § 95972(a).)

Yet Mitigation Measure 3.7-1(a) does not require the City to adhere to these definitions or robust protocols. Nor does it enlighten the public on what standards the “qualified, independent expert” would apply in the Annual GHG Monitoring Report to ensure any credits are “permanent, additional, quantifiable and enforceable.” Being listed on a registry is not sufficient guarantee of being real, additional, enforceable. Offset registries are merely brokers of credits. The rules governing the quality or enforceability of credits depend not on the identity of the registry, but upon the “protocols” offset projects must follow – protocols left unspecified in the FEIR.

Crucially, the EIR fails to articulate under what circumstances, if ever, out-of-state or international credits are considered “enforceable.” The City’s Annual GHG Monitoring Report is woefully insufficient to guarantee enforceability because the registry must be able to ensure that the offset activity would not be terminated even after the life of the Project. The existence of an off-set activity at the time of verification does not establish that the full extent of promised emissions reductions will have occurred.

Suppose the Project is built in 2025 and offsets the entirety of its net GHG emissions with 100-year forestry credits in Hidalgo or Oaxaca, Mexico, or other distant locales pursuant to projects listed on the Climate Action Reserve (one of the three CARB-approved registries the Project relies on). After 30 operational years, the property is redeveloped in 2055 and Annual GHG Monitoring Reports are no longer required. In the year 2075, just halfway through the sequestration term, the offset project is cancelled. Yet the City – as the lead agency responsible for implementing and enforcing Mitigation Measure 3.7-1(a) – would have no recourse because the subject property is in a foreign jurisdiction and the Project was redeveloped. Because the City’s land use authority functionally ends at the City limits, it would be equally impotent whether the offset activity occurred in Mexico, Michigan or Monterey County.

Furthermore, the EIR fails to establish priority for on-site or local reductions relative to out-of-state or international off-sets. After achieving the required reductions in Mitigation Measure 3.7-1(a)(2)(A), the City can approve any combination of reductions or credits identified in Mitigation Measure 3.7-1(a)(2)(B). The City is not required to exhaust on-site reduction measures (installation of on-site solar carports, on-site use of renewable natural gas and achieving zero landfill waste) or local improvements (EV transit vehicles, EV charging and tree planting) before utilizing credits for projects potentially anywhere on the planet. As a result, the DEIR allows the use of speculative, unspecified and unaccountable offset credits before utilizing real, local and transparent reductions, in violation of CARB requirement that lead agencies “prioritize on-site design features and direct investments in GHG reductions in the

vicinity of the project, to help provide potential air quality and economic co-benefits locally.” (Exh. 9 [CARB 2017 Scoping Plan, p. 102].)

The FEIR lacks substantial evidence that the mitigation measure would reduce GHG emissions to less than significant levels. Furthermore, the FEIR fails as an informational document because it does not provide the slightest clue how offset credits will be determined, years later, behind closed doors, without public review. The EIR must be recirculated to correct the above holes and deficiencies.

CEQA requires the City to reassure an anxious public that it has fully reckoned with the environmental implications of its actions. Given the intangible nature of carbon offsets and the long-term nature of many offset activities, they are highly subject to manipulation, leakage, externalities, early termination and outright fraud. The DEIR lacks sufficient information to form a factual basis for the Mitigation Measures, or to reasonably reassure the public of the legitimacy of barely-regulated offset markets, international offsets and non-existent compliance protocols.

IX. THE PROJECT’S IMPACTS ON INGLEWOOD’S POPULATION.

Climate change and particularly GHG emissions are a severe problem in the San Fernando basin (nonattainment area) in general; but it is much more severe for the City of Inglewood in view of its demographics.

The City’s 2020 Environmental Justice Element provides:

“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.” (EJ Element, p. 8.)

Climate change is tied to major pregnancy complications, with Black mothers most at risk, according to a study that looked at 32 million U.S. births. (Exh. 10, Article re Climate Change and Black Mothers].)

While the Project proposes to reduce GHG emissions, it proposes to do so on a “net zero emissions” and “cap and trade” basis. In other words, the reduction in GHG emissions, if any, may not be for Inglewood itself, but rather for distant or even remote areas participating in the “cap and trade.” Yet the GHG emissions will certainly generate from Inglewood and injure about half of the population there: the construction, operation of the Project, as well as the potentially year-around and 24-hour traffic the Project will generate will all occur in Inglewood.

Moreover, low-income families are more vulnerable to air pollution and GHG emission impacts. As stated in the general plan for the City of Los Angeles (near Inglewood):

“Planning for health can serve as a strategy to address social and economic inequities that contribute to the concentration of poor health outcomes in low-income communities. In Los Angeles, the **inequitable** distribution of **poor health outcomes** is concentrated in **low-income communities** that have **higher rates of vulnerable populations** such as children, seniors, immigrants, people with disabilities, linguistically-isolated households, and communities of color.” (General Plan, Plan for a Healthy Los Angeles, at p. 9)¹⁰

The demographics in Inglewood, the majority of which – per the City’s EJ Element – are disadvantaged communities and people of color, are particularly vulnerable to the Project and its inevitable GHG emissions in Inglewood.

X. THE CITY VIOLATED CEQA BY FAILING TO TIMELY UPLOAD DOCUMENTS TO THE AR, WHICH PREJUDICED THE PUBLIC.

The City has not been compliant with its concurrent AR preparation, as mandated by Pub. Res. Code § 31168.6.8(g)(4), since the record shows that many documents were uploaded to the AR more than 7 days after receipt. The City’s delayed posting of the record, in violation of CEQA’s express requirement, prejudiced the public.

¹⁰ <https://planning.lacity.org/cwd/gnlpln/PlanforHealthyLA.pdf>

XI. THE CITY HAS FURTHER PRECOMMITTED.

The IBEC EIR reviewed by the public only briefly listed private properties that are intended to be acquired by the City and transferred to the IBEC Project Applicant. (DEIR, pp. 2-8 figure, 2-11 to 2-16). The DEIR description omitted the complete list and disclosed only 6 properties:

“All but six of the parcels (approximately 23 acres) that make up the Project Site are currently vacant or undeveloped. The vacant or undeveloped parcels were acquired and cleared by the City between the mid-1980s and the early 2000s with the support of grants issued by the Federal Aviation Administration (FAA) to the City of Inglewood as part of the Noise Control/Land Use Compatibility Program for Los Angeles Airport (LAX).” (DEIR, S-3.)

However, the Development Agreement drafted by the Project Applicant that was recently added to the running administrative record listed 10 private properties, instead of the 6 in the EIR.¹¹ (Development Agreement, Murphy’s Bowl, July 9, 2020.)

The City’s/Applicant’s inconspicuous last-minute actions have deprived the public of complete information about the Project and its various piecemealed parts, in violation of CEQA’s good faith informational disclosure requirements and constitute evidence of the City’s precommitment to the Project long before the EIR could be certified or the project could be rejected.

¹¹ The Development Agreement also, for the first time, provides the complete Project description, incorporating all of its previously piecemealed components – the transportation hub, shuttle services, billboard and signage, one or two pedestrian bridges, communications facilities, road improvement work, etc. The list confirms our objections that the City has allowed piecemealing of the Project, that the EIR does not review the whole of the Project, and that the City has ultimately failed in its mandate for good faith effort at full disclosure. Most importantly, the last minute addition of the complete Project description in a document dated July 9, 2020 but added to the AR only on July 16, 2020 – on the eve of the July 21, 2020 meeting – cannot cure the City’s piecemealing and other violations under CEQA. The eleventh-hour added Development Agreement, which was neither circulated nor noticed properly to the public, cannot cure the lack of information in the EIR, which is the document required to contain the appropriate information under CEQA.

XII. CONCLUSION.

For all of the foregoing reasons, the FEIR must be rejected, the Project applications and entitlements denied, Parking Ordinance and ITMCSD approvals must be rescinded, new feasible mitigation measures and alternatives must be studied, and a new and legally compliant DEIR recirculated.

Very truly yours,

/s/ Robert P. Silverstein

ROBERT P. SILVERSTEIN

FOR

THE SILVERSTEIN LAW FIRM, APC

RPS:vl

Encls.

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The Silverstein Law Firm, APC

July 21, 2020

**July 21, 2020 CC Hearing, Agenda Item No. PH-4;
Further Objections to IBEC Project SCH 2018021056;
FEIR and Other Approvals**

EXHIBIT 1

Memorandum

date June 12, 2020

to Mindy Wilcox, City of Inglewood

cc Christopher E. Jackson, City of Inglewood
Fred Jackson, City of Inglewood
Royce Jones, City of Inglewood

from Brian D. Boxer, AICP, ESA

subject Feasibility of IBEC Alternatives

The EIR identified and analyzed in detail seven alternatives to the Proposed Project. These alternatives were selected for detailed analysis because, among other things, they were identified as “potentially feasible.” (CEQA Guidelines, § 15126.6, subd. (a).) Alternatives that are identified as not “potentially feasible” may be eliminated from detailed analysis in the EIR.¹

The purpose of this memorandum is to examine in greater detail whether these seven alternatives are, in fact, feasible. The determination of whether these alternatives are feasible will ultimately be made by the City Council. This memorandum is intended to aid the Council in its consideration of this issue.

ESA has prepared this memorandum based on its knowledge of CEQA, the Proposed Project, and of the alternatives analyzed in detail in the EIR. As the City’s lead consultant on the Inglewood Basketball and Entertainment Center (IBEC) Environmental Impact Report (EIR), ESA has intimate knowledge of the Proposed Project and the environmental impacts it would cause. ESA also performed the alternatives analysis in the EIR, and therefore has substantial information concerning the relative merits of the alternatives from an environmental perspective. ESA has also obtained information concerning the Proposed Project and alternatives from City staff, from other City consultants, from the project applicant and its architects and other consultants, and from other agencies. In the last decade, ESA has also served as lead environmental consultant on other projects centered on an NBA arena (to wit, Golden 1 Center in Sacramento, Chase Center in San Francisco, and the New Arena at Seattle Center in Seattle), as well as Major League Baseball and Major League Soccer stadia, and has drawn on that experience as well.

¹ Such alternatives that were considered but dismissed from further evaluation in the Draft EIR are described in section 6.3 of the Draft EIR, pages 6-12 through 6-18, and include use of the Project Site for an entertainment venue, a substantially reduced arena, housing, or an employment center/business park, and also include alternative locations in the City of Inglewood and elsewhere in the region.

The following discussion addresses whether the alternatives analyzed in detail in the EIR are, in fact, feasible. The discussion draws largely from the EIR, but it also relies on additional evidence elsewhere in the City's record. The aim is to provide City decision-makers with information that may be useful in adopting CEQA findings concerning the alternatives analyzed in the EIR.

Alternative 1: No Project

This alternative appears to not be feasible for the following reasons: (1) none of the City's and Applicant's stated objectives for the Proposed Project would be achieved; (2) the vacant parcels on the Project Site would likely remain vacant/underutilized for the foreseeable future without development of the Proposed Project; and (3) as a result of the parcels remaining vacant, the City's economic development goals for the Project Site would not be met. A more detailed discussion of each reason is provided below.

City and Applicant Objectives

Under the No Project Alternative none of the City's or applicant's objectives for the Proposed Project would be achieved. Specifically, none of the City's or applicant's objectives to enhance the community would be accomplished. For example, the City would be unable to achieve its goals of promoting the City as a premier regional sports and entertainment center (City Objective 1), enhancing the City's general economic health by stimulating new business and economic activity (City Objective 2), and constructing (with private funds) a public assembly space to host sporting, cultural, business, and community events (City Objective 8). Similarly, the applicant would be unable to achieve its goals of creating a lively, visitor- and community-serving environment year-round for patrons, employees, community members, and visitors (Applicant Objective 1e) and contributing to the economic and social well-being of the surrounding community by providing public benefits and increasing revenues (Applicant Objective 1f).

Project Site Utilization

During the post-World War II era, the parcels on and around the Project Site were developed with apartment buildings with some limited commercial and single-family uses also present. The Project Site is located approximately 2 miles east of Los Angeles International Airport (LAX), along the extended centerlines of Runways 25R and 25L, and noise from aircraft approaching the runways negatively affected the residential uses on the Project Site, which are considered noise sensitive. Starting in the 1980s, the City started acquiring residential parcels on the Project Site and relocating residents with the objective of recycling the incompatible noise-sensitive residential land uses with land uses deemed compatible with the existing noise environment, such commercial and light industrial land uses. After the residents were relocated, the City began demolishing the residential structures on the Project Site starting in the 1990s with demolition continuing into the early 2000s.

Since that time the parcels acquired by the City on the Project Site have remained vacant for the following reasons: (1) the recessions during the 1990s and 2000s, including the "Great Recession" of 2007-2012 hindered development; and (2) projects that have been proposed on the Project Site ended up not being economically feasible and failed to proceed to construction. In 1993, the City approved the Inglewood International Business Park Specific Plan, which encompassed portions of the Project Site. The EIR acknowledges and describes this plan (see Draft EIR, pages 3.10-24 – 3.10-25). Under this plan, the Project Site was considered as a possible location for a technology park. However, there were hurdles to that potential use including a partially occupied and partially vacant site, and no project entitlements have ever been approved by the City. For these reasons, the uses proposed

under this plan have not been implemented, and the Project Site remains largely vacant. Without construction of the Proposed Project, the vacant and underutilized parcels on the Project Site would continue to remain vacant and/or underutilized.

The Project Site has been identified as the potential location for off-site parking spaces to accommodate parking demands during large events at the NFL Stadium located within the Hollywood Park Specific Plan. The NFL Stadium was approved by initiative in 2015. At that time, transportation and parking studies were performed to analyze how stadium patrons would travel to and from the Stadium site. These studies identified the Project Site as a likely location to provide parking for the Stadium on game days. The studies concluded that the Project Site could provide 3,600 parking spaces.² Under Alternative 1, the Project Site would remain undeveloped. For this reason, the Project Site would be available for off-site stadium parking. This parking would be needed, however, on only an intermittent basis (likely 20 to 40 times per year). For the vast majority of the year, the Project Site would remain largely vacant and underutilized. For this reason, although the use of the Project Site for overflow parking for the NFL Stadium would have some utility, this use would be very limited, and the Project Site would remain significantly underutilized.

Inconsistency with Federal Aviation Administration Airport Improvement Program Grant

A vast majority of the Project Site was acquired by the City pursuant to funding through Federal Aviation Administration's (FAA's) Airport Improvement Program (AIP) grants. The intent of the AIP program is to provide funds to airports for disbursement to states and local governments in the form of grants to facilitate the reduction or elimination of incompatible uses through the acquisition of lands that fall into 65 dBA or greater noise contours.³ The intent of the AIP program is that the land in question is to be acquired, cleared of incompatible uses, and then sold at fair market value for development with airport compatible uses. Specifically, the AIP Handbook describes the land disposal requirements under 49 U.S.C. section 47107(c)(2), which states:

(2) The Secretary of Transportation may approve an application under this subchapter for an airport development project grant only if the Secretary receives written assurances, satisfactory to the Secretary, that if an airport owner or operator has received or will receive a grant for acquiring land and—

(A) if the land was or will be acquired for a noise compatibility purpose (including land serving as a noise buffer either by being undeveloped or developed in a way that is compatible with using the land for noise buffering purposes)—

(i) the owner or operator will dispose of the land at fair market value at the earliest practicable time after the land no longer is needed for a noise compatibility purpose;

² Linscott, Law and Greenspan, *Transportation and Parking Plan, Hollywood Park Stadium Alternative Project* (February 2015); Linscott, Law and Greenspan, *Traffic Impact Analysis, Hollywood Park Stadium Alternative Project* (February 2015).

³ Federal Aviation Administration, Office of Airport Planning & Programming, *Noise Land Management and Requirements for Disposal of Noise Land or Development Land Funded with AIP*, June 2014, page 1.

(ii) the disposition will be subject to retaining or reserving an interest in the land necessary to ensure that the land will be used in a way that is compatible with noise levels associated with operating the airport; and

(iii) the part of the proceeds from disposing of the land that is proportional to the Government's share of the cost of acquiring the land will be reinvested in another project at the airport or transferred to another airport as the Secretary prescribes under paragraph (4);

As such, under section 47107(c)(2)(A)(i), above, the grant requires that the City "dispose of the land at fair market value at the earliest practicable time..."

This requirement is embodied in the City's objectives for the Project, which include:

5. Transform vacant or underutilized land within the City in to compatible land uses within aircraft noise contours generated by operations at LAX, in compliance with Federal Aviation Administration (FAA) grants to the City.

This objective is consistent with provisions in grant agreements into which the City and the former Inglewood Redevelopment Agency entered with the FAA between 1994 and 2006, which include the following provision:

It is agreed that land in this project purchased for noise compatibility purposes may be subject to disposal at the earliest practicable time. After Grant Agreement, the FAA may designate such land which must be sold by the Sponsor [the City of Inglewood]. The Sponsor will use its best efforts to dispose of such land subject to retention or reservation of any interest or right therein necessary to insure that such land is used only for purposes which are compatible with the noise levels of operation of the airport. The proceed of such disposition either shall be refunded to the United States for the Airport and Airway Trust Fund on a basis proportioned to the United States share of the cost of acquisition of such land, or shall be reinvested in an approved project, pursuant to such instruction as the FAA will issue.

Pursuant to these agreements, the City and the former Inglewood Redevelopment Agency (now the City of Inglewood as the Successor Agency to the Inglewood Redevelopment Agency, "Successor Agency") must use its best efforts to dispose of these parcels at a fair market value at the earliest practicable time. Holding the Project Site vacant and/or underutilized under the No Project Alternative would be inconsistent with the obligation to use such best efforts, as specified in the grant agreements under the FAA AIP program.

City of Inglewood Economic Development Goals

The City of Inglewood identifies goals of the City to promote economic development in the City's General Plan Land Use Element. In particular, it identifies a goal to "[h]elp promote sound economic development and increase employment opportunities for the City's residents by responding to changing economic conditions."⁴ It further articulates a goal to "[p]romote the development of commercial/recreational uses which will complement those which already are located in Inglewood."⁵ Consistent with those goals, the Proposed Project would

⁴ City of Inglewood, *General Plan Land Use Element*, January 1980, page 6.

⁵ City of Inglewood, *General Plan Land Use Element*, January 1980, page 7.

redevelop the site into a new state-of-the-art sports and entertainment facility with related uses that promotes economic development and generates employment opportunities during the construction period and during the subsequent operational life of the Project. As discussed above, the vacant parcels on the Project Site have remained vacant for years, thus frustrating the City's economic development goals of increasing employment on the Project Site and promoting economic development. Under the No Project Alternative, the parcels on the Project Site would remain vacant without the construction of the Proposed Project, and the City's economic development goals will not be achieved.

These parcels have remained vacant and underutilized despite the City's efforts to encourage investment and redevelopment. In particular, in 1993 the City approved the Inglewood International Business Park Specific Plan encompassing much of the site. This plan envisioned the development of an attractive, campus-like business park, and established guidelines designed to encourage this use. During the intervening 27 years, however, the development anticipated and encouraged under the plan has not occurred due to a lack of investment interest in such a project. Available evidence indicates, therefore, that if the business park plan remains the operative land-use plan for the Project Site, it will remain vacant and/or underutilized. None of the City's economic development goals, as expressed in the City's adopted plans and policies, will be achieved.

Loss of Public Benefits

As described in the Development Agreement, the Proposed Project would provide the City, its residents, and the surrounding region with an extensive array of public benefits. The public benefits would total approximately \$100 million and would include (1) the creation of local jobs and workforce equity; (2) commitments to affordable housing and renter support; (3) rehabilitation of Morningside Park Library and creation of a community center; (4) support for City of Inglewood youth and education; (5) support for social and educational programs at the Inglewood Senior Center; (6) renovation of public basketball courts in Inglewood; (7) community engagement and collaboration, including use of the arena for charitable causes, and access to NBA games for community groups. These public benefits would not be provided under Alternative 1

Alternative 2: Reduced Project Size

Alternative 2 does not appear to be feasible for the following reasons: (1) inconsistency with the City's economic development goals; (2) the lack of ability of the LA Clippers to consolidate their uses at a single site in the region, (3) loss amenities and the inability to hold pre- and post-game events would diminish customer and fan experience; (4) adverse effects on arrival and departure patterns; and (5) inconsistency with the requirements of the City's FAA AIP grants.

City of Inglewood Economic Development Goals

As discussed under No Project Alternative, above, the City of Inglewood has long-standing goals articulated in the General Plan Land Use Element which call for the promotion of economic development that would generate opportunities and employment for the City's residents. Contrary to these goals, compared to the fully developed Proposed Project, Alternative 2 would generate a materially lower level of economic activity on the Project Site. Extrapolating from data included in an economic and fiscal study submitted by the project applicant⁶ and verified

⁶ HR&A, *Economic and Fiscal Impact Report: Inglewood Basketball and Entertainment Center*, May 2020, Table 1, *One-Time Employment and Other Economic Impacts in the City of Inglewood Economy from Construction of IBEC (in 2019\$)*.

by economic experts retained by the City⁷, Alternative 2 would result in the following approximate reductions in direct and indirect economic activity in the City of Inglewood economy compared to the fully developed Proposed Project:

- Construction of the smaller Alternative 2 would result in up to approximately 1,109 fewer jobs, with construction employee compensation reduced by up to a net of approximately \$66.7 million, and a reduction of total economic activity of up to approximately \$150.2 million.⁸
- On-going operations of Alternative 2, net of elimination of existing uses, would result in a decrease in employment of up to approximately 545 jobs, with annual employee compensation reduced by up to approximately \$38.7 million, and annual total economic activity reduced by up to approximately \$81.6 million.⁹

In addition to overall reductions in employment and economic activity in the City of Inglewood, Alternative 2 would have correlative reductions in revenues to the City. Pursuant to the same study cited above, Alternative 2 would result in a reduction in revenue to the City of up to approximately \$2.8 million per year, as further described below:

- The City's share of increased property taxes would be reduced by up to approximately \$1.5 million per year;¹⁰
- The City's share of increased sales taxes would be reduced by up to approximately \$210,000 per year;¹¹
- The City's share of increased utility users' taxes would be reduced by up to approximately \$68,000 per year;¹²

⁷ Keyser Marston Associates, *Peer Review – Economic and Fiscal Impact Report: Inglewood Basketball and Entertainment Center*, Memorandum from James Rabe, CRE, to Christopher E. Jackson, Director, Inglewood Economic & Community Development Department, June 10, 2020.

⁸ HR&A, *Economic and Fiscal Impact Report: Inglewood Basketball and Entertainment Center*, May 2020, Table 1, *One-Time Employment and Other Economic Impacts in the City of Inglewood Economy from Construction of IBEC (in 2019\$)*, page 15. The estimates that would be precluded by Alternative 2 include construction of Ancillary Buildings, Hotel, and an estimated 16.5% of Arena construction (to account for smaller arena and exclusion of team practice and training facility, administrative offices, and sports medicine clinic).

⁹ HR&A, *Economic and Fiscal Impact Report: Inglewood Basketball and Entertainment Center*, May 2020, Table 2, *Ongoing Employment and Other Economic Impacts in the City of Inglewood Economy from Annual Operations of IBEC (in 2019\$)*, page 17. The estimates that would be precluded by Alternative 2 include operations of the following uses eliminated under Alternative 2: Basketball Team Business Operations, Shopping Center/Retail, Restaurants Outside of the Arena, Community Center, Sports Medicine Clinic, and Hotel.

¹⁰ HR&A, *Economic and Fiscal Impact Report: Inglewood Basketball and Entertainment Center*, May 2020, Appendix B, Table 3, *Inglewood Basketball and Entertainment Center Estimated Property Taxes*, page 35. The estimates are based on elimination of the assessed value of the Ancillary Buildings (\$19,000,000), Hotel (\$16,400,000), and a 16.5% reduction in the assessed value of the Arena Structure (reduction of \$108,900,000), with associated reductions of \$1,440,000 in the City share of the general levy, and a reduction of \$11,486 in the MVLFF in lieu.

¹¹ HR&A, *Economic and Fiscal Impact Report: Inglewood Basketball and Entertainment Center*, May 2020, Appendix B, Table 4, *Inglewood Basketball and Entertainment Center Estimated Sales Tax*, page 36. The estimates are based on elimination of taxable sales revenues of approximately \$14.1 million from the ancillary retail, restaurant, and hotel uses. Since under the arena capacity would be 500 seats less under Alternative 2, there could also be a correlative reduction in attendance, however an estimated change in attendance and related spending in the arena are not accounted for in this estimate, which is, thus, conservative.

¹² HR&A, *Economic and Fiscal Impact Report: Inglewood Basketball and Entertainment Center*, May 2020, Appendix B, Table 4, *Inglewood Basketball and Entertainment Center Estimated Utility Users' Tax*, page 37. Estimates are based on elimination of utility users' tax for water use for the Restaurant/Bar/Lounge, Office, Team Store and Retail, and Hotel uses; the elimination of the utility users' taxes for electricity and natural gas for the Hotel and 16.5% of the Arena and associated uses.

- The City's revenues from Transient Occupancy Tax from the eliminated hotel would be reduced by up to approximately \$1 million per year;¹³ and
- The City's revenues from Business License-Gross Receipts Tax would be reduced by up to approximately \$33,000 per year.¹⁴

The overall estimate of reduced revenues to the City described above is conservative in that it does not account for potential reductions in parking taxes (there would be fewer parking spaces in Alternative 2 than the Proposed Project, but this has not been accounted for because displaced parking could still occur in the City), and construction taxes which are based on factors such as contractor earnings in the City, construction materials sales in the City, and the commercial building value permit based on total construction costs. Each of these would likely be reduced under Alternative 2 but have not been specifically estimated.

In addition to reduced revenues to the City, the reduction in construction under Alternative 2 would reduce the revenue to the Inglewood Unified School District by up to approximately \$175,000 as a result of reduced payment of school impact in-lieu fees. This estimate of reduced school impact in-lieu fees under Alternative 2 is based on elimination of the ancillary retail uses, along with the administrative offices and sports medicine clinic, and a 16.5% reduction in the size of the arena structure.¹⁵

Compared to a fully developed Proposed Project, implementation of Alternative 2 would eliminate approximately 1,100 construction jobs and 545 on-going operational jobs, and up to approximately \$150 million in economic activity in the City during construction. In addition, once the project commences operations, each year up to approximately \$82 million in economic activity in the City, and up to approximately \$2.8 million in annual revenues to the City would be eliminated compared to a fully developed Proposed Project. Finally, compared to the Proposed Project, under Alternative 2 a one-time payment of in-lieu fees to the Inglewood Unified School District would be reduced by up to approximately \$175,000. For each and all of these reasons, Alternative 2 would be materially worse than the Proposed Project in terms of its ability to meet the City's goals to promote economic development that would generate opportunities for the City's residents.¹⁶

¹³ HR&A, *Economic and Fiscal Impact Report: Inglewood Basketball and Entertainment Center*, May 2020, Appendix B, Table 7, *Inglewood Basketball and Entertainment Center Estimated Transient Occupancy Tax*, page 38. Estimates are based on elimination of utility users' tax for water use for the Restaurant/Bar/Lounge, Office, Team Store and Retail, and Hotel uses; the elimination of the utility users' taxes for electricity and natural gas for the Hotel and 16.5% of the Arena and associated uses.

¹⁴ HR&A, *Economic and Fiscal Impact Report: Inglewood Basketball and Entertainment Center*, May 2020, Appendix B, Table 9, *Inglewood Basketball and Entertainment Center Estimated Business License Tax*, page 40. Estimates are based on elimination of gross receipts tax from approximately \$26.9 million in gross receipts from the ancillary Retail and Restaurant businesses, the Sports Medicine Clinic, and Hotel uses.

¹⁵ HR&A, *Economic and Fiscal Impact Report: Inglewood Basketball and Entertainment Center*, May 2020, Appendix B, Table 13, *Inglewood Basketball and Entertainment Center Estimated City Fee Costs*, page 44. Estimates are based on elimination of gross receipts tax from approximately \$26.9 million in gross receipts from the ancillary Retail and Restaurant businesses, the Sports Medicine Clinic, and Hotel uses.

¹⁶ The results discussed above are based on analyses in the main body of the May 2020 HR&A report entitled *Economic and Fiscal Impact Report: Inglewood Basketball and Entertainment Center*. The estimates of reductions in economic activity, employment, and associated revenues to the City are based on the full development of the Proposed Project, as described in Chapter 2 of the EIR. Appendix D of the HR&A report presents a sensitivity analysis that considers the economic and fiscal effects of the Proposed Project under a scenario that involves a lower estimate of non-basketball events and a reduction in the amount of ancillary retail development than described in the EIR. Compared to the results of the Proposed Project reflected in this sensitivity analysis, the reductions between the Project and Alternative 2 would be less than described herein.

Team Operations

LA Clipper's team front office personnel often are required to attend games as part of their job responsibilities. Currently the LA Clippers' team offices are located in Downtown Los Angeles, two blocks away from the Staples Center, which is the LA Clipper's current home area, thus resulting in a short trip to the arena to attend games. It is assumed that the LA Clipper's offices would remain in Downtown Los Angeles under Alternative 2. As a result, members of the team front office would have a longer trip from the team's offices in Downtown Los Angeles and to the new arena in Inglewood to attend games.

Further, consistent with the project applicant's stated objective to "[b]uild the long-term home of the LA Clippers basketball team," the project architect states that state-of-the-art sports training at the NBA level requires a close relationship between the training, management, and game facilities. As such, the integration of the Arena, the training facility, LA Clippers administrative offices, as described for the Proposed Project, would provide for an immersive, secure environment for players to train, eat, receive medical support, and play games, and would allow for close and regular interaction between the LA Clippers players, coaches, trainers, medical personnel, nutritionists, senior management, and other support staff.¹⁷ Under Alternative 2, with a smaller Arena located at the Project Site, LA Clippers administrative offices in downtown Los Angeles, and the team's training facility remaining in Playa Vista, and very limited other support and ancillary uses at the Project Site, would compromise the ability to achieve the optimal training environment determined necessary by the project applicant.

Community, Customer and Fan Experience

The project architect has noted that "[s]uccessful, modern sports facilities also seek to create a destination that integrates into the urban fabric of the community."¹⁸ Project applicant objective 3.a and the design of the Proposed Project reflect the intent to create a year-round, active environment, with a daily population on-site that would support nearby retail and community-serving uses, and avoid creating an area that would be devoid of activity outside of the period immediately before and after scheduled events.

In recent years, most privately funded major league sports facilities are being developed in concert with a mix of other complimentary uses. Prior to this recent trend, arenas and stadiums often developed as isolated uses in suburban settings, meaning that there was nothing for the customer or fan to do prior to or after the event, leading to higher levels of peak traffic congestion as attendees arrived late and left as soon as the event was over. Arenas and stadiums were frequently dark zones with essentially no activity outside of event times, an issue that was considered acceptable when such venues were located in suburban settings surrounded by surface parking lots, but considered an eyesore in more highly urbanized settings.

The location of the Project Site in an urbanized setting, and the inclusion of complimentary uses on the Project Site, provide the opportunity for activity on an ongoing basis throughout the year. In such a setting, activity throughout the day and throughout the year may occur. Restaurants, bars, and stores in immediate proximity to the venue can provide an attraction for attendees to arrive early, and to stay late, after the event, which can have the benefit of spreading out arrival and departure traffic and travel. In this fashion, peak travel can be reduced because the same amount of traffic is distributed over a longer period of time. One notable example is Staples

¹⁷ AECOM, *Design and Operations Considerations of EIR Alternatives*, Letter from Bill Hanway, Executive Vice President, Global Sports Leader, AECOM to Chris Holmquist, Wilson Meany, May 7, 2020.

¹⁸ AECOM, *Design and Operations Considerations of EIR Alternatives*, Letter from Bill Hanway, Executive Vice President, Global Sports Leader, AECOM to Chris Holmquist, Wilson Meany, May 7, 2020.

Center in downtown Los Angeles, where LA Live was developed as a commercial compliment to the arena building. Other similar recent examples in California include:

- Golden 1 Center in Sacramento, where the NBA Sacramento Kings have developed retail, restaurant, hotel, and residential uses around the arena which opened in 2016;
- Chase Center in San Francisco, where the NBA Golden State Warriors developed a mixed use office and retail development on the same parcel as the new arena; and
- Oracle Park in San Francisco, where the Major League Baseball San Francisco Giants are in the planning stages of a mixed use, residential retail and office near the ballpark.

There are numerous other examples around the United States, including the Deer District development around the recently opened Fiserv Forum in Milwaukee, Wisconsin (home of the NBA Milwaukee Bucks) and the Battery Atlanta development adjacent to Truist Park in Cumberland County, Georgia (home of the MLB Atlanta Braves), both of which have opened in the last couple of years.

More specific to the design of the proposed Plaza, from an operational perspective, modern major league sports facilities are designed to provide for multiple layers of security and control, as opposed to a single point of control for entry and exit of fans and visitors. The project architect indicates that the design of the Plaza for the Proposed Project allow for the separation of the initial screening process (typically providing for use of metal detectors and bag checks) from the ticket check; this is typically accomplished through a secure initial checkpoint set away from the physical entrance to the Arena, to be followed by a second check at the door. This provides a more flexible and secure operation that can adapt to the specific requirements of different events, the needs for which can be affected by such factors as size of the crowd, weather, and other factors. As such, the project architect indicates that features such as Plaza buildings and other structures and landscaping elements are considered part of the Arena security plan, serving as both security features and urban design elements.¹⁹

Adverse Changes to Arrival/Departure Patterns

As discussed above, one of the key intents of the integration of LA Clippers uses and the development of complimentary ancillary uses on the Project Site is to achieve transportation benefits. As described on page 6-30 of the Draft EIR “eliminating the potential to consolidate LA Clippers team uses, including the arena, practice facility, sports medicine and treatment facilities, and team offices in a single location, Alternative 2 would likely increase the amount of travel between these uses that are currently located disparately throughout the region.” Further changes could result from changes to arrival and departure patterns for event attendees, as described further below.

The differentiation between arrival patterns at highly urbanized arenas that are part of mixed-use developments compared to single-purpose, more isolated arenas with limited or no ancillary uses can be readily understood by reviewing the data at two such venues in Sacramento Ca. As part of planning studies for the development of Golden 1 Center, NBA game arrivals were observed at the then home of the NBA Sacramento Kings, Sleep Train Arena, which was an arena surrounded by surface parking with no food or beverage establishments in its

¹⁹ AECOM, *Design and Operations Considerations of EIR Alternatives*, Letter from Bill Hanway, Executive Vice President, Global Sports Leader, AECOM to Chris Holmquist, Wilson Meany, May 7, 2020.

proximity. At this venue, the peak hour arrival accounted for approximately 67% of all attendees.²⁰ After the opening of Golden 1 Center, located in downtown Sacramento as part of a mixed-use development referred to as Downtown Commons, the measured proportion of total arrivals during the pre-event peak hour was 60%.²¹ It was also determined that based on surveys of actual attendees to NBA Games held at Golden 1 Center in 2017, 29% reported that they had visited a restaurant, bar, or retail uses in the immediate vicinity of Golden 1 Center prior to the event start.²²

Both the measured peaking of traffic and attendee survey results indicate that placement of complementary land uses, such as food-and-beverage establishments, adjacent to an arena tends to disperse arriving and departing traffic flows. Thus, it is reasonable to assume that one of the effects of Alternative 2 would be to concentrate the peak arrival and departure patterns for events at the Alternative 2 arena compared to the Proposed Project. This would tend to exacerbate transportation and other operational impacts of arena events.

Inconsistency with Federal Aviation Administration Airport Improvement Program Grant

As discussed above under Alternative 1, the intent of the AIP program is that the land in question acquired by the City and Successor Agency be cleared of incompatible uses, and that the grant recipients use their best efforts to dispose of the land at fair market value for development with airport compatible uses. Under Alternative 2, the East Transportation Hub and Hotel site would not be developed as under the Proposed Project. These parcels would instead remain vacant. Alternative 2 would therefore be less responsive than the Proposed Project to the City's objective to "transform vacant or underutilized land within the City into compatible land uses within aircraft noise contours generated by operations at LAX, in compliance with Federal Aviation Administration (FAA) grants to the City."

Alternative 3: City Services Center Alternative Site

This alternative does not appear to be feasible for the following reasons: (1) lengthened construction schedule and increased construction costs; (2) failure to achieve the City's economic development goals for the Project Site; (3) the site of the firefighter training academy may not be available for purchase; (4) the elimination of other team facilities under this alternative would be detrimental to team operations; and (5) constraints associated with the local roadway system. A more detailed discussion of each reason is provided below.

Project Schedule and Costs

As described on Draft EIR page 6-43, "[b]ecause constructing on the City Services Center Alternative site would first require designing and constructing replacement uses on the Project Site, it is uncertain if this alternative site would allow the applicant to begin hosting LA Clippers home games in the 2024–2025 season..." In addition to planning, design, and construction of a new City Services Center and firefighter training academy, the proposed arena and associated development would require a complete redesign, including necessary NBA review and

²⁰ City of Sacramento, *Sacramento Sports and Entertainment Center & Related Development Draft Environmental Impact Report*, December 2013, page 4.10-43.

²¹ Fehr & Peers, on behalf of the City of Sacramento and Sacramento Downtown Arena LLC, *Final Golden 1 Center Year One Travel Monitoring Report*, October 2017, page 20.

²² Fehr & Peers, on behalf of the City of Sacramento and Sacramento Downtown Arena LLC, *Final Golden 1 Center Year One Travel Monitoring Report*, October 2017, Table 4, page 39.

approval, as well as likely preparation of additional supplementary CEQA analysis pursuant to PRC section 21166.

The Alternative 3 site does not meet the definition of “project area” included in PRC section 21168.6.8(a)(5). Thus, Alternative 3 would not meet the requirements for compliance with AB 987. As a result of this change, should the adequacy of the EIR be litigated, rather than the AB 987 dictated 270-day process for legal proceedings, including any potential appeals, the project would be subject to the established legal process which can take three or more years. As a result of a more extended legal process, litigation regarding the adequacy of the EIR for Alternative 2 would likely obstruct the ability to meet the project applicant’s schedule objective to open in time for the 2024-25 NBA season. That is because construction financing is often unavailable while CEQA litigation is pending, meaning that construction would not be able to proceed until after litigation is resolved even if no injunction is issued. Indeed, the extent to which CEQA litigation interferes with the ability to move forward with projects while such litigation is pending is a central aim of statutes, such as AB 987, establishing an accelerated time frame for the resolution of CEQA litigation. (See, e.g., Legislative Findings adopted pursuant to Assembly Bill 734 (2018 Stats. Chapter 959, § 1), Senate Bill 743 (2013 Stats, Chapter 386, § 1.) The same considerations apply here.

In addition to schedule extension, the project costs would likely increase under Alternative 3. With this alternative, the City’s corporation yard and the firefighter training academy would be relocated to the Project Site. Structures and uses within the City’s corporation yard include a three-story warehouse and administrative office building, small structures utilized for police training, parking for 300 vehicles, fuel stations for gasoline, propane, and compressed natural gas, a car wash, and material bins while structures on the firefighter training academy site include a classroom building, burn building, and training tower. There is adequate space on the Project Site to construct replacement facilities. In addition, these uses appear to be consistent with restrictions on the use of the Project Site under FAA grants. Nevertheless, the City would likely have to bear the cost of replacing these facilities, which the City Department of Public Works preliminarily estimated the cost at approximately \$75 - 100 million.

Loss of Environmental Benefits

Under AB 987, the project applicant has committed to a Greenhouse Gas (GHG) reduction plan that includes a number of local measures that would provide benefits in the City of Inglewood. These measures include such commitments as (1) replacement of 10 municipal fleet vehicles with Zero Emissions Vehicles (ZEVs) and construction of related infrastructure for those vehicles; (2) replacement of 2 transit vehicles that operate within the City with ZEVs and construction of related infrastructure for those vehicles; (3) installation of 20 electric vehicle charging stations at locations within the City available for public user for charging electric vehicles; (4) development of a program for planting of 1,000 trees within the City; and (5) implementation of a program to purchase and installation of 1,000 electric vehicle charging units for residential use in local communities near the Project Site, with City residents given a priority for participation. Because AB 987 would not apply at this site, these measures would not be implemented under Alternative 3.

Economic Development Goals

As discussed under No Project Alternative, above, the City of Inglewood has long-standing goals articulated in the General Plan Land Use Element which call for the promotion of economic development that would generate opportunities and employment for the City’s residents. Contrary to these goals, similar to Alternative 2, the

overall revenues to the City and the Inglewood Unified School District would be materially reduced (at a level similar to that described for Alternative 2 because the development would be similarly scaled down compared to the Proposed Project). Further, compared to the Proposed Project, Alternative 3 would generate a materially lower level of economic activity on the Project Site. While the Project Site is large enough to accommodate the City Services Center and fire academy, these uses are not the type of employment and revenue generating uses that the City envisions for the Project Site as the work force employed by the City Services Center and fire academy already exists and no revenue would be generated as both the City and the El Camino Community College District (ECCCD), which owns and operates the firefighter training academy, are public entities.

Inconsistency with Federal Aviation Administration Airport Improvement Program Grant

As discussed above under Alternative 1, the intent of the AIP program is that the land in question acquired by the City and Successor Agency be cleared of incompatible uses, and that the grant recipients use their best efforts to dispose of the land at fair market value for development with airport compatible uses. Under Alternative 3, the proposed Project Site would not be developed as under the Proposed Project. Rather, portions of the Project Site would be developed with a replacement City Services Center and firefighter training academy. These uses would be compatible with the location of the Project Site. Nevertheless, because these portions of the site would continue to be owned by the City and the Successor Agency, and other parts of the Project Site would remain vacant or underutilized, Alternative 3 would be less responsive than the Proposed Project to the City's objective to "transform vacant or underutilized land within the City into compatible land uses within aircraft noise contours generated by operations at LAX, in compliance with Federal Aviation Administration (FAA) grants to the City."

Site Availability

A majority of the 9.7-acre Alternative 3 site is under the control of the City of Inglewood, and an approximately 1.6-acre firefighter academy portion of the site is under the control of the ECCCD. It is unknown if the ECCCD is willing to sell the firefighter training academy site and/or relocate the academy to the Project Site. Therefore, the property may not be available for development. Although the ECCCD-controlled portion of the Alternative 3 site is only 1.6 of the total 9.7-acre site, its removal would leave this alternative site at only 8.1 acres, and an awkward shape. As such, because of the already limited size and the specific configuration of parcels, unavailability of the firefighting training academy site would make Alternative 3 infeasible.

Site Configuration

The limited size of the portion of the Alternative 3 site available to be dedicated to the Arena (approximately 4.65 acres, an area approximately 450 feet on each side) is considered by the project architect to be very tight for a modern arena. It would require the Arena structure to sit directly against the back of the curb on West Ivy Avenue and Cable Place, which would severely restrict the ability to design either (1) an operationally functional loading dock area at ground level, or (2) a ramp down to a subterranean loading dock on the main event level. The project architect indicates that the provision of such a loading dock is a prerequisite of a modern arena.²³

In addition, the proximity of the Arena structure to the street curb edge would create concerns about public safety in the event of an emergency egress situation, and could be challenging even during normal event conditions.

²³ AECOM, *Design and Operations Considerations of EIR Alternatives*, Letter from Bill Hanway, Executive Vice President, Global Sports Leader, AECOM to Chris Holmquist, Wilson Meany, May 7, 2020.

Community, Customer and Fan Experience

From an operational perspective, modern sports facilities rely on multiple layers of security and control, and not on a single point of control for entry and exit of fans and visitors. The Proposed Project would separate the initial screening process from the ticket check to allow for a secure checkpoint away from the physical entrance to the Arena, to be followed by a second check at the door. This provides a more flexible and secure operation that can adapt to the specific requirements of different events. In addition, because of the relatively long and narrow configuration of the open space, the project architect indicates that Alternative 3 would not provide a clear entry and could become unsafe in larger gatherings. The project architect has reviewed the configuration of Alternative 3 (see Draft EIR Figure 6-2), and determined that the linear configuration of the Plaza under Alternative 3 would compromise the ability to achieve optimal security operations at the Arena.²⁴

One of the basic objectives of the project applicant is “synergistic with nearby existing and proposed uses and incorporates state-of-the-art urban design and venue design principles.” The project architect has stated that to achieve this objective, the open space needs to be “of a reasonable size and shape, and supported by a balanced mix of sizes that create a destination, integrates the site into the urban fabric of the community and connects the development to other neighborhood amenities.” The architect has indicated that the creation of a “Champions Plaza,” where fans can gather to celebrate significant wins or achievements, is essential to meeting that objective. Alternative 3, as presented in the Draft EIR, would include a relatively narrow linear open space that connects to North Eucalyptus Avenue, West Beach Avenue, and Cable Plaza, each of which leads to industrial facilities and associated parking areas and loading docks.²⁵ Because of the nature of the adjacent uses and the linear configuration of the open space that would serve to funnel people toward those uses, Alternative 3 would not create the synergistic connections to the community sought by the project applicant.

Team Operations

Similar to Alternative 2, the LA Clipper’s team front office would remain in Downtown Los Angeles under Alternative 3, and the LA Clippers would continue to use their practice and training facility in the Playa Vista neighborhood of Los Angeles. As a result, members of the team front office would be required to travel back and forth between the team’s offices and the downtown arena to attend games. Similar to Alternative 2, this trip would take approximately 20-25 minutes during the non-peak hour, although it would be faster to take the I-10 freeway west and South La Brea Avenue south to the City Services Center site. However, during the PM peak hour, which would occur shortly before games typically start on weekdays, travel time could approximately double. As a result, employees would spend up to an hour traveling, which is time that could be put to more productive use if their offices were co-located with the arena.

Further, consistent with the project applicant’s stated objective to “[b]uild the long-term home of the LA Clippers basketball team,” the project architect states that state-of-the-art sports training at the NBA level requires a close relationship between the training, management, and game facilities. As such, the integration of the Arena, the training facility, LA Clippers administrative offices, as described for the Proposed Project, would provide for an immersive, secure environment for players to train, eat, receive medical support, and play games, and would

²⁴ AECOM, *Design and Operations Considerations of EIR Alternatives*, Letter from Bill Hanway, Executive Vice President, Global Sports Leader, AECOM to Chris Holmquist, Wilson Meany, May 7, 2020.

²⁵ AECOM, *Design and Operations Considerations of EIR Alternatives*, Letter from Bill Hanway, Executive Vice President, Global Sports Leader, AECOM to Chris Holmquist, Wilson Meany, May 7, 2020.

allow for close and regular interaction between the LA Clippers players, coaches, trainers, medical personnel, nutritionists, senior management, and other support staff.²⁶ Under Alternative 3, the LA Clippers administrative offices would remain in downtown Los Angeles, the team's training facility would remain in Playa Vista, and there would be limited other support and ancillary uses at the City Services Center Alternative Site, which would compromise the ability to achieve the optimal training environment determined necessary by the project applicant.

Traffic Constraints

The streets in the vicinity of the City Services Center site are curvier, more discontinuous, and have less arterial capacity than the streets in the vicinity of the Project Site. Similar to the Proposed Project, under Alternative 3 a total of 4,215 parking spaces would be provided in two 8-story and one 7-story parking structures on the City Services Center site. One garage (2,300 spaces) would be accessible via Eucalyptus Avenue and two garages (1,915 spaces) that would be accessible via Beach Avenue. Both Eucalyptus and Beach Avenues are two lane streets that provide direct access the two major arterials near the Project Site – Florence Avenue one block to the south and La Brea Avenue one block to the north/east. Traffic generated by up 4,215 vehicles entering/leaving the City Services Center site before/after events would quickly overwhelm the nearby intersections along Florence and La Brea Avenues, thus forcing traffic through neighborhoods to the north of the site. This traffic would quickly overwhelm the capacity of local street system, thus resulting in traffic gridlock. In addition, although the City Services Center Alternative site is closer to the I-405 freeway (0.6 miles) than is the Proposed Project (1.3 miles), it is farther from the I-110 and I-105 freeways; thus, regional trips would not be distributed as evenly and freeway impacts would be concentrated on the I-405.

Alternative 4: Baldwin Hills Alternative Site

This alternative does not appear to be feasible for the following reasons: (1) the alternative site is located in a different jurisdiction; (2) the alternative site may not be available for purchase; (3) construction of the Proposed Project on the alternative site may not be feasible; (4) constraints associated with the local roadway system; and (5) none of the City's stated objectives for the Proposed Project would be achieved. A more detailed discussion of each reason is provided below.

Jurisdictional Constraints

The Baldwin Hills Alternative Site is located within the City of Los Angeles. Construction of the Proposed Project on the Baldwin Hills Alternative site would require approval by the City of Los Angeles City Council. The City of Los Angeles approved a plan to modernize and redevelop the existing Baldwin Hills Crenshaw Plaza shopping mall in 2018. The plan calls for the demolition of approximately 13,400 square feet of retail/restaurant space and the construction of about 44,200 square feet of retail/restaurant space, a 400-room hotel, and 410 apartment units on the Baldwin Hills Alternative site; the existing mall buildings and theater are planned to remain. Although no project-specific permits have been submitted for the Baldwin Hills Alternative Site,²⁷ given the amount of development planned for the site, it is uncertain as to whether the City would consider an alternative plan for the site so soon after approval.

²⁶ AECOM, *Design and Operations Considerations of EIR Alternatives*, Letter from Bill Hanway, Executive Vice President, Global Sports Leader, AECOM to Chris Holmquist, Wilson Meany, May 7, 2020.

²⁷ Luciralia Ibarra, City Planner, City of Los Angeles, personal communication, March 25, 2020.

Site Availability

The project applicant does not control or own the Baldwin Hills Alternative Site. In addition, as discussed above, a plan to modernize and redevelop the existing Baldwin Hills Crenshaw Plaza shopping mall was approved by the Los Angeles City Council in 2018. Given the amount of development proposed for the site and the effort that went into obtaining the approval of these entitlements, it is unknown if the Baldwin Hills Alternative site is available for purchase, or if the owner of the site would be willing to sell to the project applicant. In addition, the plan to modernize and redevelop the site is currently subject to ongoing litigation, which could put a damper on the ability of the project applicant to purchase the property before the litigation is resolved.²⁸

Site Feasibility

The proximity of existing and future on-site retail uses and nearby residential neighborhoods bring the feasibility of Alternative 4 into question. Much of the parking that supports the current retail uses on the site would also be required to serve employees and attendees before, during, and after events at the Arena. Although some sharing is possible, the conflicting and overlapping schedules with the cinema and other major retail facilities that would remain on the northern part of the Alternative 4 site would create a significant parking, traffic, and operational challenges that could result in adverse effects to the existing and remaining businesses, or result in spillover effects in nearby neighborhoods (discussed further below under Traffic Constraints).

Traffic Constraints

With the retained commercial/retail facilities on the site fronting on Crenshaw Boulevard and West Martin Luther King Jr. Boulevard, access to the Arena-related parking would be limited to Santa Rosalia Drive, Stocker Street, and Marlton Avenue, all four-lane streets designed to meet the needs of a regional shopping center, but not to accommodate the peaking. Santa Rosalia Drive, in particular, connected to significant residential neighborhoods, and this could create conflicts during the overlap between rush hour and event traffic.

While the Baldwin Hills Alternative site is located adjacent to arterial roadways with large capacities, similar to the Proposed Project, regional highway facilities are located further from the site than the regional highway facilities that serve the Project Site. In particular, the Santa Monica Freeway (I-10) is located approximately 1.6 miles to the north, the Harbor Freeway (I-110) is located about 3.1 miles to the east, and the San Diego Freeway (I-405) is located approximately 3.5 miles to the west. As a result, traffic generated under Alternative 4 would have to travel farther to and from regional highway facilities, resulting in more potential affected intersections that could be adversely affected along roadways leading to the Baldwin Hills Alternative site.

City Objectives

Under the Baldwin Hills Alternative none of the City's objectives for the Proposed Project would be achieved. Specifically, none of the City's objectives to enhance the community would be accomplished. For example, the City would be unable to achieve its goals of promoting the City as a premier regional sports and entertainment center (City Objective 1), enhancing the City's general economic health by stimulating new business and economic activity (City Objective 2), and constructing (with private funds) a public assembly space that would host sporting, cultural, business, and community events (City Objective 8).

²⁸ Luciralia Ibarra, City Planner, City of Los Angeles, personal communication, March 25, 2020.

City of Inglewood Economic Development Goals

As discussed under No Project Alternative, above, the City of Inglewood has long-standing goals articulated in the General Plan Land Use Element which call for the promotion of economic development that would generate opportunities and employment for the City's residents. Contrary to these goals, Alternative 4 would eliminate all increases in revenues to the City and the Inglewood Unified School District, including if the Proposed Project were fully developed the addition of up to approximately 7,300 jobs over \$1 billion in economic activity due to project construction, up to approximately 1,500 net new ongoing jobs and up to approximately \$250 million in annual economic output.²⁹ While under the Baldwin Hills Alternative an equivalent level of economic benefits would likely accrue in the City of Los Angeles, none of the noted economic development benefits would accrue to the City of Inglewood.

Inconsistency with Federal Aviation Administration Airport Improvement Program Grant

As discussed above under Alternative 1, the intent of the AIP program is that the land in question acquired by the City and Successor Agency be cleared of incompatible uses, and that the grant recipients use their best efforts to dispose of the land at fair market value for development with airport compatible uses. Under Alternative 4, the proposed Project Site would not be developed as under the Proposed Project. Similar to the No Project Alternative, the Project Site would remain vacant and under-developed. Agreements between the FAA and the City under the AIP program provide that the City and the Successor Agency must use their best efforts to dispose of parcels acquired under this program at a fair market value at the earliest practicable time. Holding the Project Site vacant under Alternative 4 would be inconsistent with the obligation to use such best efforts, as specified in grant agreements under the FAA AIP program. Alternative 4 would also be inconsistent with the City's objective to "transform vacant or underutilized land within the City into compatible land uses within aircraft noise contours generated by operations at LAX, in compliance with Federal Aviation Administration (FAA) grants to the City."

Project Schedule and Costs

In addition to site acquisition, the proposed arena and associated development would require a complete redesign, including necessary NBA review and approval, along with review and approval through the City of Los Angeles, including preparation of a new CEQA document. The need to restart the planning and entitlement process would result in schedule extensions that would obstruct the ability to meet the project applicant's schedule objective to open in time for the 2024-25 NBA season.

The Alternative 4 site also does not meet the definition of "project area" included in PRC section 21168.6.8(a)(5). Thus, Alternative 4 would not meet the requirements for compliance with AB 987. As a result of this change, should the adequacy of the EIR be litigated, rather than the AB 987 dictated 270-day process for legal proceedings, including any potential appeals, the project would be subject to the established legal process which can take three or more years. As a result of a more extended legal process, litigation regarding the adequacy of the EIR for Alternative 2 would likely obstruct the ability to meet the project applicant's schedule objective to open in time for the 2024-25 NBA season. That is because construction financing is often unavailable while CEQA litigation is pending, meaning that construction would not be able to proceed until after litigation is resolved even if no injunction is issued. Indeed, the extent to which CEQA litigation interferes with the ability to move forward with projects while such litigation is pending is a central aim of statutes, such as AB 987, establishing an accelerated time frame for the resolution of CEQA litigation. (See, e.g., Legislative Findings

²⁹ HR&A, *Economic and Fiscal Impact Report: Inglewood Basketball and Entertainment Center*, May 2020, pages 4 to 5.

adopted pursuant to Assembly Bill 734 (2018 Stats. Chapter 959, § 1), Senate Bill 743 (2013 Stats, Chapter 386, § 1.) The same considerations apply here.

Loss of Environmental Benefits

Under AB 987, the project applicant has committed to a Greenhouse Gas (GHG) reduction plan that includes a number of local measures that would provide benefits in the City of Inglewood. These measures include such commitments as (1) replacement of 10 municipal fleet vehicles with Zero Emissions Vehicles (ZEVs) and construction of related infrastructure for those vehicles; (2) replacement of 2 transit vehicles that operate within the City with ZEVs and construction of related infrastructure for those vehicles; (3) installation of 20 electric vehicle charging stations at locations within the City available for public user for charging electric vehicles; (4) development of a program for planting of 1,000 trees within the City; and (5) implementation of a program to purchase and installation of 1,000 electric vehicle charging units for residential use in local communities near the Project Site, with City residents given a priority for participation. Because AB 987 would not apply at this site, these measures would not be implemented under Alternative 4.

Loss of Public Benefits

As described in the Development Agreement, the Proposed Project would provide the City, its residents, and the surrounding region with an extensive array of public benefits. The public benefits would total approximately \$100 million and would include (1) the creation of local jobs and workforce equity; (2) commitments to affordable housing and renter support; (3) rehabilitation of Morningside Park Library and creation of a community center; (4) support for City of Inglewood youth and education; (5) support for social and educational programs at the Inglewood Senior Center; (6) renovation of public basketball courts in Inglewood; (7) community engagement and collaboration, including use of the arena for charitable causes, and access to NBA games for community groups. These public benefits would not be provided to the City of Inglewood under Alternative 4.

Alternative 5: The District at South Bay Alternative Site

This alternative does not appear to be feasible for the following reasons: (1) the alternative site is located in a different jurisdiction; (2) the alternative site may not be available for purchase; (3) unique constraints associated with the alternative site's former use as a land fill; (4) accessibility to public transit; (5) fan base proximity; and (6) none of the City's stated objectives for the Proposed Project would be achieved. A more detailed discussion of each reason is provided below.

Jurisdictional Constraints

The District at South Bay Alternative Site is located within the City of Carson. Construction of the Proposed Project on the alternative site, would require approval by the Carson City Council. In 2006, the City of Carson adopted the Carson Marketplace Specific Plan, which proposed constructing a mix of commercial and residential uses. In 2011, the specific plan was amended and renamed "The Boulevards at South Bay Specific Plan." In 2015, the specific plan area was proposed as the location for an NFL Stadium that would have served as the home for the San Diego Chargers and Oakland Raiders franchises; however, the site was ultimately not chosen. In 2018, the specific plan was further amended to allow for regional commercial uses and renamed "The District at South Bay Specific Plan." Under the current adopted plan, the site would be developed with a total of 1,250 residential units and approximately 1.8 million square feet of commercial uses including approximately 711,500

square feet of regional commercial uses, including outlet and restaurant uses, and 890,000 square feet of regional retail center, neighborhood-serving commercial, restaurant, and commercial recreation/entertainment uses, as well as 350 total rooms in two hotels. The 711,500-square-foot regional commercial center (Los Angeles Premium Outlets) is currently under construction on the approximately 30-acre eastern portion of the specific plan area, adjacent to the I-405. Given the amount of development planned for the site and the extensive planning that has been previously undertaken, it is uncertain if the City would consider an alternative plan for the site so soon after approval of the current plan.

Site Availability

The project applicant does not control or own the District at South Bay Alternative Site. As discussed above, development on the District at South Bay Alternative Site has been contemplated for a number of years, and construction of a commercial center on a portion of the site is underway. Given the amount of development proposed for the site and the effort that went into obtaining the approval of these entitlements, it is unknown if the undeveloped portion of the site is available for purchase or if the owner of the site would be willing to sell to the project applicant. In addition, the City of Carson is currently in negotiations with a developer to construct commercial retail/entertainment and industrial uses on a 90-acre portion of the site, and if the negotiations are successful, then a large portion of the site would be unavailable for purchase.³⁰

Hazardous Materials Constraints

The District at South Bay Alternative site is a former Class II landfill that is currently undergoing remediation and closure. The DTSC Remedial Action Plan for the alternative site requires the creation of an impervious cap across the site underlain by clean fill. Thus, in order to avoid damaging the cap, instead of excavating to a depth of up to 35 feet and removing approximately 376,000 cubic yards of earth, construction of an arena on the alternative site would require the import of a similar amount of soil in order to build up the land underneath the arena to avoid disturbing buried landfill materials. Even with the build-up of the site, penetration of the cap would be required in order to put in place support piles to bear the weight of the structure. Any penetration of the cap would require re-sealing and repair of the cap.

The need to build the Arena above ground would also create significant operational challenges and increase the costs of the building structure itself. The project architect indicates that in a typical modern arena, the main concourse, typically feeds the lower bowl of an arena, and thus is usually 30 to 50 feet above the event floor. The City has observed that this is the case in recently constructed arenas in San Francisco and Sacramento. Under Alternative 5, the elevation of the concourse 30 to 50 feet above ground level would, according to the project architect, create a challenge for the safe movement of fans and would require the entire development to be raised on a podium, including the public plaza/open space, which would involve significant cost increases.³¹

The costs and time associated with importing backfill sufficient to raise both the Arena and the surrounding development area; repairs to the impervious cap and other work within the contaminated and ongoing remediation of soils; and additional building structure, façade, and internal features such as escalators and elevators due to a higher above ground structure, would be significant, and would add to the cost and extend the schedule of

³⁰ Raymond, John, Assistant City Manager, City of Carson, personal communication, March 25, 2020.

³¹ AECOM, *Design and Operations Considerations of EIR Alternatives*, Letter from Bill Hanway, Executive Vice President, Global Sports Leader, AECOM to Chris Holmquist, Wilson Meany, May 7, 2020.

constructing the arena at the District at South Bay Alternative Site, as compared to the Proposed Project. The added cost for the Arena, not including the costs for raising the surrounding development area, is estimated to range from \$35-70 million, an additional \$5-15 million for special construction within contaminated soils and ongoing remediation, and considerable extended time to accommodate additional design and construction.³²

As a result of the need to minimize any potential damage to the cap and disturbance of other ongoing remediation activities, the only way to supply the necessary parking for the Arena would be to create an Arena that would be an “island” type destination, surrounded by a large expanse of surface parking. The project architect has indicated that this type of development is inconsistent with modern best practice arena design and urban placemaking.³³ As such, Alternative 5 would be inconsistent with project applicant objective 3, which is to “[d]esign a Project that is synergistic with nearby existing and proposed uses and incorporates state-of-the-art urban design and venue design principles.”

Public Transit Inaccessibility

Bus service to the District at South Bay Alternative site is provided by the City of Carson’s bus system, Carson Circuit, which provides connections to the Metro Blue Line (Light Rail), Metro Silver Line (Bus Rapid Transit) and to regional bus service provided by Torrance Transit, the MTA, Long Beach Transit and Gardena Municipal Bus Lines. The nearest bus stop is located at the intersection of Del Amo Boulevard and Main Street, located adjacent to the northwest corner of the project site, and multiple bus lines running north-south along Avalon Boulevard. The District at South Bay Alternative site is not as close to expansive public transit, such as light rail and regional bus transit, as the Proposed Project and several of the proposed alternatives. The site is located approximately 3.5 miles from the Metro Blue Line station at Del Amo Boulevard, approximately 1.5 miles from the Metro Silver Line station on the I-110 freeway at Carson Street, and approximately 1.8 miles from the Harbor Gateway Transit Center. Although it is assumed that the Proposed Project would provide shuttle service to the Blue and Silver Lines similar to the proposed shuttle service to the Crenshaw/LAX and Green Lines to be provided as part of the Proposed Project, given the distance of stations from the District at South Bay Alternative site, these transit options might not be as desirable as driving to the site given the close proximity of the I-405 freeway, which is adjacent to the site.

Fan Base Proximity

Alternative 5 does not meet one of the project applicant’s basic objectives for the project. Objective 1(b) states: “Locate a basketball and entertainment center on a site that is geographically desirable and accessible to the LA Clippers’ current and anticipated fan base.” The District at South Bay Alternative site is located approximately 11 miles southeast of the Project Site. As such, the site is located 11 miles further away from the Clippers’ current home at Staples Arena in downtown Los Angeles. As part of its site selection process, the project applicant engaged a team of experienced professionals to identify sites in the greater Los Angeles area that could accommodate a new, state-of-the-art Arena and Arena support uses. The preliminary analysis included sites in and around downtown Los Angeles, on the west side of Los Angeles, and also sites as far south as Long Beach. Of the sites to the south, the District at South Bay site was the closest to the preferred west side location, but was

³² AECOM, *Design and Operations Considerations of EIR Alternatives*, Letter from Bill Hanway, Executive Vice President, Global Sports Leader, AECOM to Chris Holmquist, Wilson Meany, May 7, 2020.

³³ AECOM, *Design and Operations Considerations of EIR Alternatives*, Letter from Bill Hanway, Executive Vice President, Global Sports Leader, AECOM to Chris Holmquist, Wilson Meany, May 7, 2020.

ultimately deemed less desirable than other options that were closer to the current and anticipated future fan base.³⁴ For these reasons, the project applicant has indicated that this location would not achieve project applicant Objective 1(b).

City Objectives

Under the District at South Bay Alternative none of the City's objectives for the Proposed Project would be achieved. Specifically, none of the City's objectives to enhance the community would be accomplished. For example, the City would be unable to achieve its goals of promoting the City as a premier regional sports and entertainment center (City Objective 1), enhancing the City's general economic health by stimulating new business and economic activity (City Objective 2), and constructing (with private funds) a public assembly space that would host sporting, cultural, business, and community events (City Objective 8).

City of Inglewood Economic Development Goals

As discussed under No Project Alternative, above, the City of Inglewood has long-standing goals articulated in the General Plan Land Use Element which call for the promotion of economic development that would generate opportunities and employment for the City's residents. Contrary to these goals, the District at South Bay Alternative would eliminate all increases in revenues to the City and the Inglewood Unified School District, including approximately 7,300 jobs and over \$1 billion in economic activity due to project construction, approximately 1,500 net new ongoing jobs, and approximately \$250 million in annual economic output.³⁵ While under the District at South Bay Alternative an equivalent level of economic benefits would likely accrue in the City of Carson, none of the noted economic development benefits would accrue to the City of Inglewood.

Inconsistency with Federal Aviation Administration Airport Improvement Program Grant

As discussed above under Alternative 1, the intent of the AIP program is that the land in question acquired by the City and Successor Agency be cleared of incompatible uses, and that the grant recipients use their best efforts to dispose of the land at fair market value for development with airport compatible uses. Under Alternative 5, the proposed Project Site would not be developed as under the Proposed Project. Similar to the No Project Alternative, the Project Site would remain vacant and under-developed. Agreements between the FAA and the City under the AIP program provide that the City and the Successor Agency must use their best efforts to dispose of parcels acquired under this program at a fair market value at the earliest practicable time. Holding the Project Site vacant under Alternative 5 would be inconsistent with the obligation to use such best efforts, as specified in grant agreements under the FAA AIP program. Alternative 5 would also be inconsistent with the City's objective to "transform vacant or underutilized land within the City into compatible land uses within aircraft noise contours generated by operations at LAX, in compliance with Federal Aviation Administration (FAA) grants to the City."

Project Schedule and Costs

In addition to site acquisition, the proposed arena and associated development would require a complete redesign, including necessary NBA review and approval, along with review and approval through the City of Carson, including preparation of a new CEQA document. As noted above, the redesigned project would have to account

³⁴ AECOM, *Design and Operations Considerations of EIR Alternatives*, Letter from Bill Hanway, Executive Vice President, Global Sports Leader, AECOM to Chris Holmquist, Wilson Meany, May 7, 2020.

³⁵ HR&A, *Economic and Fiscal Impact Report: Inglewood Basketball and Entertainment Center*, May 2020, pages 4 to 5.

for the presence of hazardous materials at the site, which would increase design and construction costs as compared to the Proposed Project. In addition, the need to restart the planning and entitlement process would result in schedule extensions that would obstruct the ability to meet the project applicant's schedule objective to open in time for the 2024-25 NBA season.

The District at South Bay Alternative site also does not meet the definition of "project area" included in PRC section 21168.6.8(a)(5). Thus, Alternative 5 would not meet the requirements for compliance with AB 987. As a result of this change, should the adequacy of the EIR be litigated, rather than the AB 987 dictated 270-day process for legal proceedings, including any potential appeals, the project would be subject to the established legal process which can take three or more years. As a result of a more extended legal process, litigation regarding the adequacy of the EIR for Alternative 2 would likely obstruct the ability to meet the project applicant's schedule objective to open in time for the 2024-25 NBA season. That is because construction financing is often unavailable while CEQA litigation is pending, meaning that construction would not be able to proceed until after litigation is resolved even if no injunction is issued. Indeed, the extent to which CEQA litigation interferes with the ability to move forward with projects while such litigation is pending is a central aim of statutes, such as AB 987, establishing an accelerated time frame for the resolution of CEQA litigation. (See, e.g., Legislative Findings adopted pursuant to Assembly Bill 734 (2018 Stats. Chapter 959, § 1), Senate Bill 743 (2013 Stats, Chapter 386, § 1.) The same considerations apply here.

Loss of Environmental Benefits

Under AB 987, the project applicant has committed to a Greenhouse Gas (GHG) reduction plan that includes a number of local measures that would provide benefits in the City of Inglewood. These measures include such commitments as (1) replacement of 10 municipal fleet vehicles with Zero Emissions Vehicles (ZEVs) and construction of related infrastructure for those vehicles; (2) replacement of 2 transit vehicles that operate within the City with ZEVs and construction of related infrastructure for those vehicles; (3) installation of 20 electric vehicle charging stations at locations within the City available for public user for charging electric vehicles; (4) development of a program for planting of 1,000 trees within the City; and (5) implementation of a program to purchase and installation of 1,000 electric vehicle charging units for residential use in local communities near the Project Site, with City residents given a priority for participation. Because AB 987 would not apply at this site, these measures would not be implemented under Alternative 5.

Loss of Public Benefits

As described in the Development Agreement, the Proposed Project would provide the City, its residents, and the surrounding region with an extensive array of public benefits. The public benefits would total approximately \$100 million and would include (1) the creation of local jobs and workforce equity; (2) commitments to affordable housing and renter support; (3) rehabilitation of Morningside Park Library and creation of a community center; (4) support for City of Inglewood youth and education; (5) support for social and educational programs at the Inglewood Senior Center; (6) renovation of public basketball courts in Inglewood; (7) community engagement and collaboration, including use of the arena for charitable causes, and access to NBA games for community groups. These public benefits would not be provided to the City of Inglewood under Alternative 5.

Alternative 6: Hollywood Park Specific Plan Alternative Site

The Hollywood Park Specific Plan Alternative does not appear to be feasible for the following reasons: (1) the alternative site may not be available for purchase; (2) it may not be feasible to construct the Proposed Project on the alternative site; (3) the Project Site would remain underutilized, thus not meeting the City's vision for the site; and (4) parking on the alternative site is constrained. A more detailed discussion of each reason is provided below.

Site Availability

The project applicant does not control or own the Hollywood Park Specific Plan Alternative Site within the HPSP area, which is located directly to the north of the Project Site across West Century Boulevard. In 2009, the City of Inglewood adopted the Hollywood Park Specific Plan, which proposed constructing a mix of office, commercial, residential, and community serving uses on the 238-acre site. In 2015, the Specific Plan was amended to include an NFL stadium. The City of Inglewood has approved construction plans or issued building permits for, and construction has commenced on, significant portions of the HPSP area, including the construction of a 70,000-seat open air NFL Stadium, a 6,000-seat performance venue, 518,077 square feet (sf) of retail and restaurant uses, 466,000 sf of office space, 314 residential units, an 11.89-acre park, a 4-acre civic use, and approximately 9,900 parking spaces. Given the amount of development proposed within the HPSP area and the effort that went into obtaining the approval of these entitlements, it is unknown if the site is available for purchase or if the owner of the site would be willing to sell to the project applicant.

Site Feasibility

Development of the Hollywood Park Specific Plan Alternative within the HPSP area would displace uses planned under the Hollywood Park Specific Plan Alternative site to other portions of the HPSP area, and there may not be sufficient space within the HPSP area to accommodate these displaced uses.

Because of the desire to limit the displacement of previously planned and approved uses in the HPSP area, the Alternative 6 site would provide limited amount of plaza space (approximately 104,650 sf as shown in Draft EIR Figure 6-5, page 6-70) that may be insufficient to meet the requirements necessary for safe ingress and egress of Arena crowds, and may not provide sufficient space or the proper configuration to accommodate the project applicant's "Champions Plaza" concept. Because of the limited size of the site and available plaza space, it is likely that Arena crowds would spill over into adjacent landscaped open spaces that are part of the Lake Park in the Hollywood Park Specific Plan. This small size and lack of plaza area would exacerbate safety and operational concerns if simultaneous events are held at the NFL Stadium and the Alternative 6 arena, as the current Lake Park open space was designed, in part, to accommodate the crowd flows before and after Stadium events.³⁶

Inconsistency with Federal Aviation Administration Airport Improvement Program Grant

As discussed above under Alternative 1, the intent of the AIP program is that the land in question acquired by the City and Successor Agency be cleared of incompatible uses, and that the grant recipients use their best efforts to dispose of the land at fair market value for development with airport compatible uses. Under Alternative 6, the proposed Project Site would not be developed as under the Proposed Project. Similar to the No Project

³⁶ AECOM, *Design and Operations Considerations of EIR Alternatives*, Letter from Bill Hanway, Executive Vice President, Global Sports Leader, AECOM to Chris Holmquist, Wilson Meany, May 7, 2020.

Alternative, the Project Site would remain vacant and under-developed. Agreements between the FAA and the City under the AIP program provide that the City and the Successor Agency must use their best efforts to dispose of parcels acquired under this program at a fair market value at the earliest practicable time. Holding the Project Site vacant under Alternative 6 would be inconsistent with the obligation to use such best efforts, as specified in grant agreements under the FAA AIP program. Alternative 6 would also be inconsistent with the City's objective to "transform vacant or underutilized land within the City into compatible land uses within aircraft noise contours generated by operations at LAX, in compliance with Federal Aviation Administration (FAA) grants to the City."

Parking Constraints

The Proposed Project would demand approximately 7,700 parking spaces for LA Clippers basketball games, and up to 8,100 parking spaces for sold out concert events. According to City's Municipal Code, the Proposed Project would be required to provide 4,125 parking spaces with the remaining parking spaces provided off-site. The Hollywood Park Specific Plan Alternative would provide 1,045 spaces, which is only about a quarter of the spaces required by code. As a result, up to approximately 7,000 off-site parking spaces would be required under this alternative, most likely among the 9,900 spaces provided within the HPSP area. However, the HPSP requires that "no less than 9,000 spaces located throughout the HPSP area be made available" for the NFL Stadium. As a result, under the Hollywood Park Specific Plan Alternative events at the arena and stadium could not overlap; events at the arena would have to be scheduled when the stadium is not in use, thus potentially resulting in fewer events at the arena.

City of Inglewood Economic Development Goals

As discussed under No Project Alternative, above, the City of Inglewood has long-standing goals articulated in the General Plan Land Use Element which call for the promotion of economic development that would generate opportunities and employment for the City's residents. The Hollywood Park Specific Plan Alternative would involve the development of the same or substantially similar components of the Proposed Project on approximately 12 acres. It is assumed that it would generate the same approximate revenues to the City and the Inglewood Unified School District as the Proposed Project.

City Objectives for the Proposed Project

Alternative 6 would not be responsive to City Objective 5 to "[t]ransform vacant or underutilized land within the City into compatible land uses within aircraft noise contours generated by operations at LAX, in compliance with Federal Aviation Administration (FAA) grants to the City."

Project Schedule and Costs

In addition to site acquisition, the proposed arena and associated development would require a complete redesign, including necessary NBA review and approval, along with review and approval through the City Inglewood, including preparation of a new CEQA document to support changes to the Hollywood Park Specific Plan. The need to restart the planning and entitlement process would result in schedule extensions that would obstruct the ability to meet the project applicant's schedule objective to open in time for the 2024-25 NBA season.

Further, the Alternative 6 site also does not meet the definition of "project area" included in PRC section 21168.6.8(a)(5). Thus, Hollywood Park Specific Plan Alternative would not meet the requirements for compliance with AB 987. As a result of this change, should the adequacy of the EIR be litigated, rather than the

AB 987 dictated 270-day process for legal proceedings, including any potential appeals, the project would be subject to the established legal process which can take three or more years. As a result of a more extended legal process, litigation regarding the adequacy of the EIR for Alternative 2 would likely obstruct the ability to meet the project applicant's schedule objective to open in time for the 2024-25 NBA season. That is because construction financing is often unavailable while CEQA litigation is pending, meaning that construction would not be able to proceed until after litigation is resolved even if no injunction is issued. Indeed, the extent to which CEQA litigation interferes with the ability to move forward with projects while such litigation is pending is a central aim of statutes, such as AB 987, establishing an accelerated time frame for the resolution of CEQA litigation. (See, e.g., Legislative Findings adopted pursuant to Assembly Bill 734 (2018 Stats. Chapter 959, § 1), Senate Bill 743 (2013 Stats, Chapter 386, § 1.) The same considerations apply here.

Loss of Environmental Benefits

Under AB 987, the project applicant has committed to a Greenhouse Gas (GHG) reduction plan that includes a number of local measures that would provide benefits in the City of Inglewood. These measures include such commitments as (1) replacement of 10 municipal fleet vehicles with Zero Emissions Vehicles (ZEVs) and construction of related infrastructure for those vehicles; (2) replacement of 2 transit vehicles that operate within the City with ZEVs and construction of related infrastructure for those vehicles; (3) installation of 20 electric vehicle charging stations at locations within the City available for public user for charging electric vehicles; (4) development of a program for planting of 1,000 trees within the City; and (5) implementation of a program to purchase and installation of 1,000 electric vehicle charging units for residential use in local communities near the Project Site, with City residents given a priority for participation. Because AB 987 would not apply at this site, these measures would not be implemented under Alternative 6.

Alternative 7: The Forum Alternative Site

This alternative does not appear to be feasible for the following reasons: (1) it may not be feasible to construct the Proposed Project on the alternative site; (2) the Project Site would remain underutilized, and thus not meet the City's vision for the site; and (3) construction of the Proposed Project would result in the loss of an historic resource. A more detailed discussion of each reason is provided below.

Site Feasibility

To efficiently distribute parking for the operation of the Arena on the Alternative 7 site, the main parking structure under this Alternative would be located on the north side of the site, along West Manchester Boulevard, and additional surface parking would be accessed from the east, off of Kareem Court and Pincay Drive. As a result of these access requirements, the primary plaza and open space for Alternative 7 would be aligned along the western edge of the site, between the arena structure and South Prairie Avenue. The project architect has stated that the resulting linear shape of the plaza, and high level of exposure to South Prairie Avenue, a 6-lane arterial, would inhibit the creation of a unique urban environment and would be contrary to best practices in urban placemaking.³⁷

³⁷ AECOM, *Design and Operations Considerations of EIR Alternatives*, Letter from Bill Hanway, Executive Vice President, Global Sports Leader, AECOM to Chris Holmquist, Wilson Meany, May 7, 2020.

Loss of Historic Resource

The Forum Alternative site is currently developed with an historic concert venue known as The Forum. The Forum is an approximately 350,000 sf arena that opened in 1967 and until 1999 was the home of the NBA Los Angeles Lakers, the NHL Los Angeles Kings, and the WNBA Los Angeles Sparks, and hosted other major sporting events and other athletic competitions, concerts, and events. In 2012, The Forum underwent comprehensive renovation and rehabilitation that included structural, aesthetic, and amenity improvements completed in 2014 to convert The Forum into a world-class concert and event venue. In addition, The Forum was listed on the National Register of Historic Places and the California Register of Historic Resources in 2014 as an architecturally significant historic place worthy of preservation. The renovation of The Forum was funded in part by federal tax credits for its restoration as a National Register-listed building and an \$18 million loan from the City of Inglewood for the restoration and rehabilitation of the structure. As it is not structurally feasible to renovate the existing Forum building to meet the requirements of a modern NBA arena, the existing Forum building would need to be demolished under this alternative, thus resulting in the significant and unavoidable impact associated with the loss of a historic resource. Finally, even if it was structurally feasible to renovate the arena, these changes would remove or substantially alter the character defining features of The Forum that make it eligible for listing on the National Register and California Register.

City Objectives for the Proposed Project

The Forum Alternative would meet some of City's objectives for the Proposed Project. The Forum Alternative would meet the City's goals of becoming a regional sports and entertainment center (City Objective 1) and stimulating economic development (City Objective 2), however because this alternative would involve demolition of an existing entertainment venue, The Forum, in order to build a new sports and entertainment venue of similar size, it would not achieve these goals to the same extent as the Proposed Project. As explained above, The Forum site is currently developed with a large entertainment venue, and while there are surrounding surface parking lots that can be seen as underdeveloped, the Forum Alternative site is not underutilized to the same degree as the Project Site.

Because City Objective 5 is to "[t]ransform vacant or underutilized land within the City into compatible land uses within aircraft noise contours generated by operations at LAX, in compliance with Federal Aviation Administration (FAA) grants to the City," Alternative 7 would not be as responsive to this objective as the Proposed Project. Finally, because the Forum Alternative would result in a new significant and unavoidable impact as a result of the demolition of the historic Forum building, it would be less responsive than the Proposed Project to City Objective 10, which calls for the project objectives to be achieved "in an expeditious and environmentally conscious manner."

City of Inglewood Economic Development Goals

As discussed under No Project Alternative, above, the City of Inglewood has long-standing goals articulated in the General Plan Land Use Element which call for the promotion of economic development that would generate opportunities and employment for the City's residents. Contrary to these goals. The Forum Alternative would involve the development of the same or substantially similar components of the Proposed Project on approximately 28 acres currently occupied by the historic Forum concert and event venue and ancillary structures and surface parking, it would generate the same approximate revenues to the City and the Inglewood Unified School District as the Proposed Project. However, it would result in the demolition of The Forum entertainment venue, and would eliminate the current revenue that is generated to the City, which is materially larger than the

revenue generation from the uses on the proposed Project Site. As such, The Forum Alternative would generate a materially smaller level of net new economic development than the Proposed Project.

Inconsistency with Federal Aviation Administration Airport Improvement Program Grant

As discussed above under Alternative 1, the intent of the AIP program is that the land in question acquired by the City and Successor Agency be cleared of incompatible uses, and that the grant recipients use their best efforts to dispose of the land at fair market value for development with airport compatible uses. Under Alternative 7, the proposed Project Site would not be developed as under the Proposed Project. Similar to the No Project Alternative, the Project Site would remain vacant and under-developed. Agreements between the FAA and the City under the AIP program provide that the City and the Successor Agency must use their best efforts to dispose of parcels acquired under this program at a fair market value at the earliest practicable time. Holding the Project Site vacant under Alternative 7 would be inconsistent with the obligation to use such best efforts, as specified in grant agreements under the FAA AIP program. Alternative 7 would also be inconsistent with the City's objective to "transform vacant or underutilized land within the City into compatible land uses within aircraft noise contours generated by operations at LAX, in compliance with Federal Aviation Administration (FAA) grants to the City."

Project Schedule and Costs

In addition to site acquisition, the proposed arena and associated development would require a complete redesign, including necessary NBA review and approval, along with review and approval through the City of Inglewood, including preparation of a new CEQA document. The need to restart the planning and entitlement process would result in schedule extensions that would obstruct the ability to meet the project applicant's schedule objective to open in time for the 2024-25 NBA season.

The Alternative 7 site also does not meet the definition of "project area" included in PRC section 21168.6.8(a)(5). Thus, The Forum Alternative would not meet the requirements for compliance with AB 987. As a result of this change, should the adequacy of the EIR be litigated, rather than the AB 987 dictated 270-day process for legal proceedings, including any potential appeals, the project would be subject to the established legal process which can take three or more years. As a result of a more extended legal process, litigation regarding the adequacy of the EIR for Alternative 2 would likely obstruct the ability to meet the project applicant's schedule objective to open in time for the 2024-25 NBA season. That is because construction financing is often unavailable while CEQA litigation is pending, meaning that construction would not be able to proceed until after litigation is resolved even if no injunction is issued. Indeed, the extent to which CEQA litigation interferes with the ability to move forward with projects while such litigation is pending is a central aim of statutes, such as AB 987, establishing an accelerated time frame for the resolution of CEQA litigation. (See, e.g., Legislative Findings adopted pursuant to Assembly Bill 734 (2018 Stats. Chapter 959, § 1), Senate Bill 743 (2013 Stats, Chapter 386, § 1.) The same considerations apply here.

Loss of Environmental Benefits

Under AB 987, the project applicant has committed to a Greenhouse Gas (GHG) reduction plan that includes a number of local measures that would provide benefits in the City of Inglewood. These measures include such commitments as (1) replacement of 10 municipal fleet vehicles with Zero Emissions Vehicles (ZEVs) and construction of related infrastructure for those vehicles; (2) replacement of 2 transit vehicles that operate within the City with ZEVs and construction of related infrastructure for those vehicles; (3) installation of 20 electric

vehicle charging stations at locations within the City available for public user for charging electric vehicles; (4) development of a program for planting of 1,000 trees within the City; and (5) implementation of a program to purchase and installation of 1,000 electric vehicle charging units for residential use in local communities near the Project Site, with City residents given a priority for participation. Because AB 987 would not apply at this site, these measures would not be implemented under Alternative 7.

Project Site Underutilization

As discussed above, parcels on the Project Site have remained vacant for a variety of reasons. If the Proposed Project were not to be constructed on the Project Site, these parcels would likely remain vacant for the foreseeable future, and thus the site would not be transformed to include land uses that are compatible with the existing noise environment.

The Silverstein Law Firm, APC

July 21, 2020

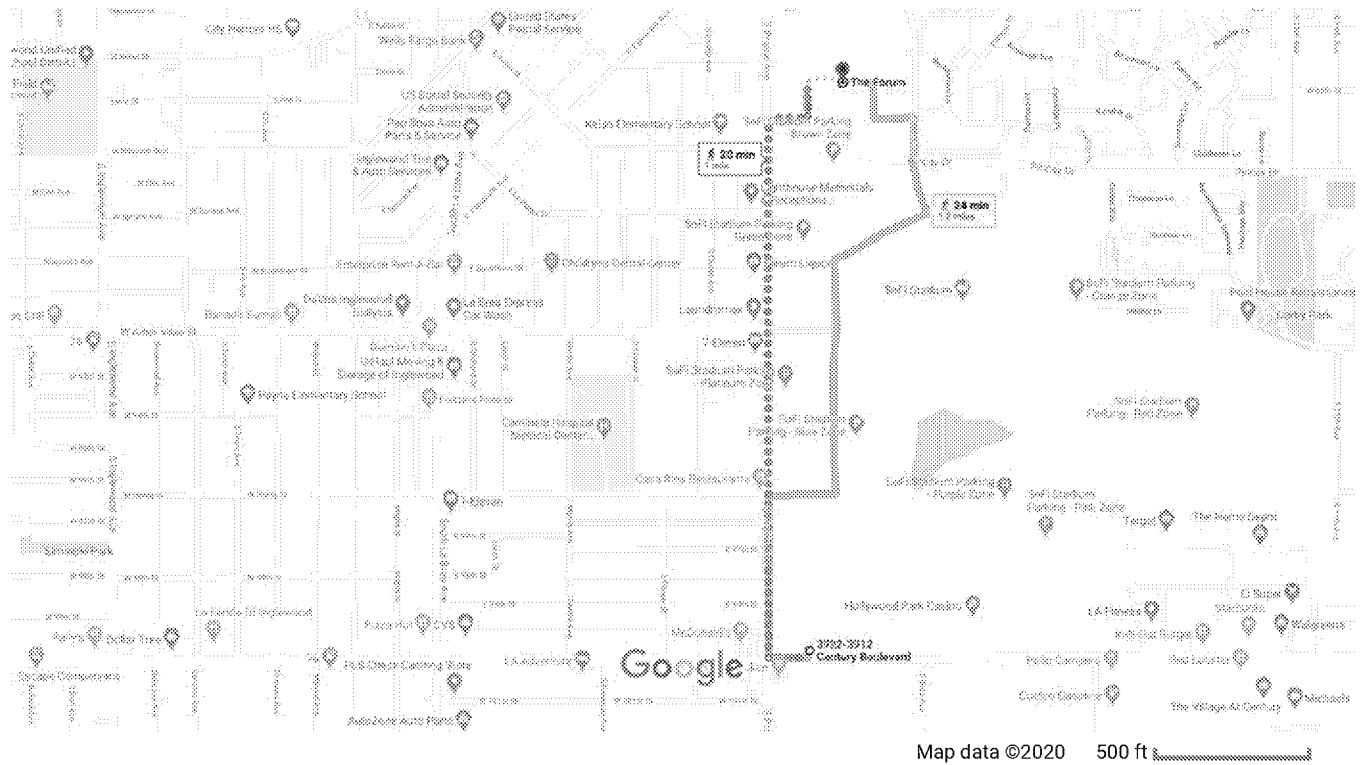
**July 21, 2020 CC Hearing, Agenda Item No. PH-4;
Further Objections to IBEC Project SCH 2018021056;
FEIR and Other Approvals**

EXHIBIT 2

Google Maps

3922-3912 Century Blvd, Inglewood, CA 90303 to The Forum

Walk 1.0 mile, 20 min



via S Prairie Ave	20 min
	1.0 mile

via S Prairie Ave and Kareem Ct	24 min
	1.2 miles

All routes are mostly flat

The Silverstein Law Firm, APC

July 21, 2020

**July 21, 2020 CC Hearing, Agenda Item No. PH-4;
Further Objections to IBEC Project SCH 2018021056;
FEIR and Other Approvals**

EXHIBIT 3

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 12/28/11

DEPT. 86

HONORABLE ANN I. JONES

JUDGE

N DIGIAMBATTISTA

DEPUTY CLERK

HONORABLE
4

JUDGE PRO TEM

T MASSAROTTI/COURTROOM ASST

ELECTRONIC RECORDING MONITOR

NONE

Deputy Sheriff

C. CRUZ, CSR #9095

Reporter

9:30 am

BS130732

Plaintiff

Counsel

ROBERT P. SILVERSTEIN (X)

EXCALIBUR PROPERTY HOLDINGS LLC

AL

Defendant

Counsel

RONALD W. STAMM (X)

VS

PASADENA METRO BLUE LINE

CONSTRUCTION AUTHORITY

"CEQA"

R/T BS129985

NATURE OF PROCEEDINGS:

MOTION OF PETITIONERS, EXCALIBUR PROPERTY HOLDINGS, LLC AND GEORGE BROKATE, TO VACATE JUDGMENT AND ENTER A DIFFERENT JUDGMENT

Matter comes on for hearing and is argued. The court takes the matter under submission.

LATER: The court grants the motion to vacate the judgment and to enter a different judgment for the reasons set forth by the court in the document entitled COURT'S RULING ON MOTION TO VACATE THE JUDGMENT HEAD ON DECEMBER 28, 2011, filed this date.

Counsel for petitioners is to prepare, serve and lodge the proposed judgment and writ within ten days. The court will hold the documents ten days for objections.

A copy of this minute order as well as the Court's Ruling are mailed via U.S. Mail to counsel of record addressed as follows:

ROBERT P. SILVERSTEIN, ESQ., 215 N. MARENGO AVE., 3RD FL., PASADENA, CA 91101-1504

RONALD W. STAMM, PRINCIPAL DEPUTY COUNTY COUNSEL, ONE GATEWAY PLAZA, 24TH FL., LOS ANGELES, CA 90012-2952

DAVID M. SNOW, RICHARDS, WATSON, ET AL, 355 S. GRAND AVE., 40TH FL., LOS ANGELES, CA 90071-3101

MINUTES ENTERED 12/28/11 COUNTY CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ORIGINAL FILED

DEC 28 2011

LOS ANGELES
SUPERIOR COURT

EXCALIBUR PROPERTY HOLDINGS,)
LLC, ETC.)
 Petitioners)
vs)
))
PASADENA METRO BLUE LINE, ETC.,)
ET AL)
 Respondents)
))
LOS ANGELES COUNTY METROPOLITAN)
TRANSPORTATION AUTHORITY, ETC, ET AL)
 Real Parties in Interest)
))

CASE NO. BS130732

COURT'S RULING ON MOTION TO VACATE THE JUDGMENT HEARD ON DECEMBER 28, 2011

Petitioner seeks to vacate the judgment and enter a different judgment based on a single argument, *i.e.*, that the Draft SEIR in this case failed to provide a sufficient discussion of alternatives to the project.¹

After considering the parties' briefs and relevant evidence, having heard argument and having taken the matter under submission, the Court rules as follows:

Discussion

A motion to vacate may be made whenever the trial judge draws an incorrect legal conclusion or renders an erroneous judgment on the facts. CCP 663.

Petitioner contends that the Court's decision relied on a discussion of alternatives in the Final SEIR to conclude that the alternatives analysis contained in the Draft SEIR complied with CEQA.

The Petition challenged the alternatives analysis performed throughout the environmental analysis process in this case. At the lengthy trial of the writ, much of the discussion focused on the Respondents' alternatives analysis in the Final SEIR complied with CEQA.

¹ The Court denies Petitioners' untimely and improper request to augment the administrative record. The record of the proceeding in this matter has been settled for months and the writ hearing has been held. The motion brought here is not an invitation to review or alter any of the findings made by the Court. Rather, the only issue is whether the Court has made a legal error for which the judgment ought to be vacated. The Court also declines to take judicial notice of dictionary definitions.

Accordingly, much of the time, discussion and citation in the Court's written decision focuses on this question.

In this motion, Petitioner draws the focus back to the alternatives analysis in the Draft SEIR. In that document, Respondents presented only a single alternative to the option of the Monrovia site under consideration. That alternative was the previously selected Irwindale site.

Petitioner objects that the choice of a single alternative does not satisfy the requirements of the project, is, as a matter of law, insufficient. The Court agrees.

While the Court does not accept Petitioner's contention that the law requires more than one alternative be provided as part of a draft SEIR, it does accept Petitioner's contention that the one alternative evaluated in this case was not reasonable. The one alternative selected did not meet the project's requirements, *i.e.*, its location on a constructed portion of the rail line. The Irwindale location was beyond the portion of the Phase 2A line. That alternative, therefore, did not provide a reasonable and realistic alternative to the Monrovia site.

Nor was the Irwindale site for purposes of the M & O facility adequately analyzed in the original EIR. The alternatives considered in the original EIR were for the entire project; not for the M & O facility.

Thus, it cannot be argued that the use of the Irwindale alternative necessarily incorporated an extensive analysis of numerous alternatives for the M & O facility in the project's original EIR. See, e.g., A Local and Regional Monitor v. City of Los Angeles, 16 Cal. App. 4th 630, 642 (1993) ("the statutes do not require alternatives to various facets of the project).

The Court agrees that, in this case, the one-option analysis contained in the Draft SEIR failed to comply with CEQA. While there is no mandated number of alternatives that must be considered, the law does require that an EIR consider a reasonable range of alternatives to the location of a project.² Citizens of Goleta Valley v. Board of Supervisors, 52 Cal. 3d 553, 556 (1990). These alternatives are those which could "feasibly attain most of the basic objectives of the project." Id.

In this case, therefore, the Draft SEIR ought to have included one or more potential alternative sites that could feasibly attain the basic objectives of the M & O project. These objectives included a minimum size of 20 to 24 acres, a location on operative tracks and a minimum number of "dead head" miles. The Irwindale location was not a potentially feasible alternative to Monrovia for an M & O facility because - according to Respondents -- it was located beyond the

² The Court believes that in certain factual settings, a one-alternative analysis may suffice for purposes of an SEIR. See, e.g., Marin Municipal Water District v. KG Land California Corp., 235 Cal. App. 3d 1652, 1659 (1991). In this case, however, the Draft SEIR essentially contained no feasible alternative to the Monrovia site.

terminus of Phase 2A of the project. (11 AR 398). In fact, the point of the SEIR was to explore a location for the M & O facility different from the Irwindale location in the original EIR because the M & O facility would now be constructed as part of Phase 2A.

Thus, the single Irwindale alternative presented was not a feasible one and could not, therefore, foster "informed decisionmaking and public participation." Guidelines, § 15126.6, subd. (a). Nor was the Irwindale M & O facility alternative subjected to scrutiny as part of the 2007 EIR. Although Respondents note that 25 alternatives were studied as part of the 2007 EIR, those alternatives did not include the M & O facility. It did not have to since the M & O facility was not a site-specific project then before the Authority. See Al Larson Boat Shop, Inc. v. Board of Harbor Commissioners, 18 Cal. App. 4th 729, 743-46 (1993).

The fact that the public developed alternatives in response to the Draft SEIR does not excuse the Respondents from their obligation to provide an adequate discussion of alternatives in the first instance. Laurel Heights Improvement Assn. v. Regents of the University of California, 47 Cal. 3d 376, 405 (1988).

The Court declines to adopt the Respondents' invitation to allow the SEIR's conclusion (i.e., that ultimately deciding to site the M & O facility in Monrovia had no potentially significant effects) to validate the errant process employed in the Draft SEIR. Whether the respondents are ultimately able to reduce all potentially significant impacts of the M & O facility to a level of less than significant by adopting mitigation measures does not excuse the Respondents' duty to circulate for public review a Draft SEIR that offers a review of at least one, if not more, reasonable alternatives to the proposal. The Court's erroneous legal basis for the decision, not supported by the facts, is proper grounds to set aside and vacate the trial court's judgment and for entry of another and different judgment. Cal. Code Civ. P. 663. Having found error in its previous ruling, the Court shall set aside and vacate its prior judgment and enter judgment for respondent.

As Petitioner has met his burden of demonstrating that the Court has erred as a matter of law and that the facts in the record do not support the Court's statement of decision and judgment in favor of the Authority, the motion is granted.

Counsel for Petitioner is to submit to this Department a proposed judgment and a proposed writ within 10 days with a proof of service showing that copies were served on Respondent by hand delivery or fax.

The Court will hold these documents for ten days before signing and filing the judgment and causing the clerk to issue the writ.

The Silverstein Law Firm, APC

July 21, 2020

**July 21, 2020 CC Hearing, Agenda Item No. PH-4;
Further Objections to IBEC Project SCH 2018021056;
FEIR and Other Approvals**

EXHIBIT 4



PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Inglewood, California, will hold a public hearing on **Tuesday, July 21, 2020 at the hour of 2:00 p.m.**, to consider the following matters associated with the Inglewood Basketball and Entertainment Center (IBEC) that includes an arena intended to promote the enjoyment and recreation of the public by providing access to the City's residents in the form of spectator sports, specifically basketball, with up to 18,000 fixed seats to host National Basketball Association (NBA) games, and with up to 500 additional temporary seats for other events such as family shows, concerts, corporate and community events, and other sporting events; an up to 85,000-square foot team practice and athletic training facility; up to 71,000 square feet of LA Clippers office space; an up to 25,000-square foot sports medicine clinic; up to 63,000 square feet of ancillary and related arena uses including retail and dining; an outdoor plaza adjacent to the arena; parking facilities; relocation of a City of Inglewood groundwater well; and various circulation, infrastructure, and other ancillary uses (the Project). The Project will also include a limited service hotel. The actions to be considered by the City Council with respect to the Project include:

1. **Certification of the Project Environmental Impact Report No. EA-EIR-2020-045, State Clearinghouse No.: SCH2018021056**, and adoption of a Mitigation Monitoring Reporting Program, and California Environmental Quality Act (CEQA) Findings and Statement of Overriding Considerations.
 - a. *Recommended for Certification and Adoption by the Planning Commission (PC) on June 17, 2020 (PC Resolution No. 1868).*
2. **General Plan Amendment No. 2020-003** to modify the Land Use Element, Circulation Element, and Safety Element of the Inglewood General Plan with conforming map and text changes to reflect the plan for the Project, including:
 - a. Redesignation of certain properties in the Land Use Element from Commercial to Industrial;
 - b. Addition of specific reference to sports and entertainment facilities and related and ancillary uses on properties in the Industrial land use designation text;
 - c. 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 Project; and
 - d. Updating Safety Element map to reflect the relocation of the municipal water well and related infrastructure.
 - e. *Recommended for Approval by the Planning Commission on June 17, 2020 (PC Resolution No. 1869).*
3. **Specific Plan Amendment No. 2020-001** to amend the Inglewood International Business Park Specific Plan to exclude properties within the Project Site from the Specific Plan Area.
 - a. *Recommended for Approval by the Planning Commission on June 17, 2020 (PC Resolution No. 1870).*
4. **Zone Change No. 2020-001** to apply the Sports and Entertainment (SE) Overlay Zone on the entire Project Site, and Rezone certain parcels in the Project Site to conform with the existing General Plan Land Use Designation.
 - a. *Recommended for Approval by the Planning Commission on June 17, 2020 (PC Resolution No. 1871).*
5. **Zoning Code Amendment No. 2020-002** to Chapter 12 of the Inglewood Municipal Code to establish regulations for the Sports and Entertainment Overlay Zone, including text amendments to create an overlay zone establishing development standards including standards for height, setbacks, street frontage,

and lot size, permitted uses, signage, parking and loading, public art, design review process under the Project SEC Development Guidelines (discussed under #7, below), addressing parcel map procedures, and other land use controls.

a. *Recommended for Approval by the Planning Commission on June 17, 2020 (PC Resolution No. 1871).*

6. **Adoption of an Ordinance** Amending Inglewood Municipal Code Chapters 2 (Administration), 3 (Motor Vehicles and Traffic), 5 (Offenses, Miscellaneous), 10 (Public Works), and 11 (Building Regulations) to permit development and operation of the Project, including provisions regarding public art, truck routes, noise regulations, traffic demand management, and disposition of municipal real property.

7. **Sports and Entertainment Complex Design Guidelines and Infrastructure Plan (SEC Development Guidelines)**, including:

- a. Implementation and Administration,
- b. Design Guidelines, and
- c. Infrastructure Plan.

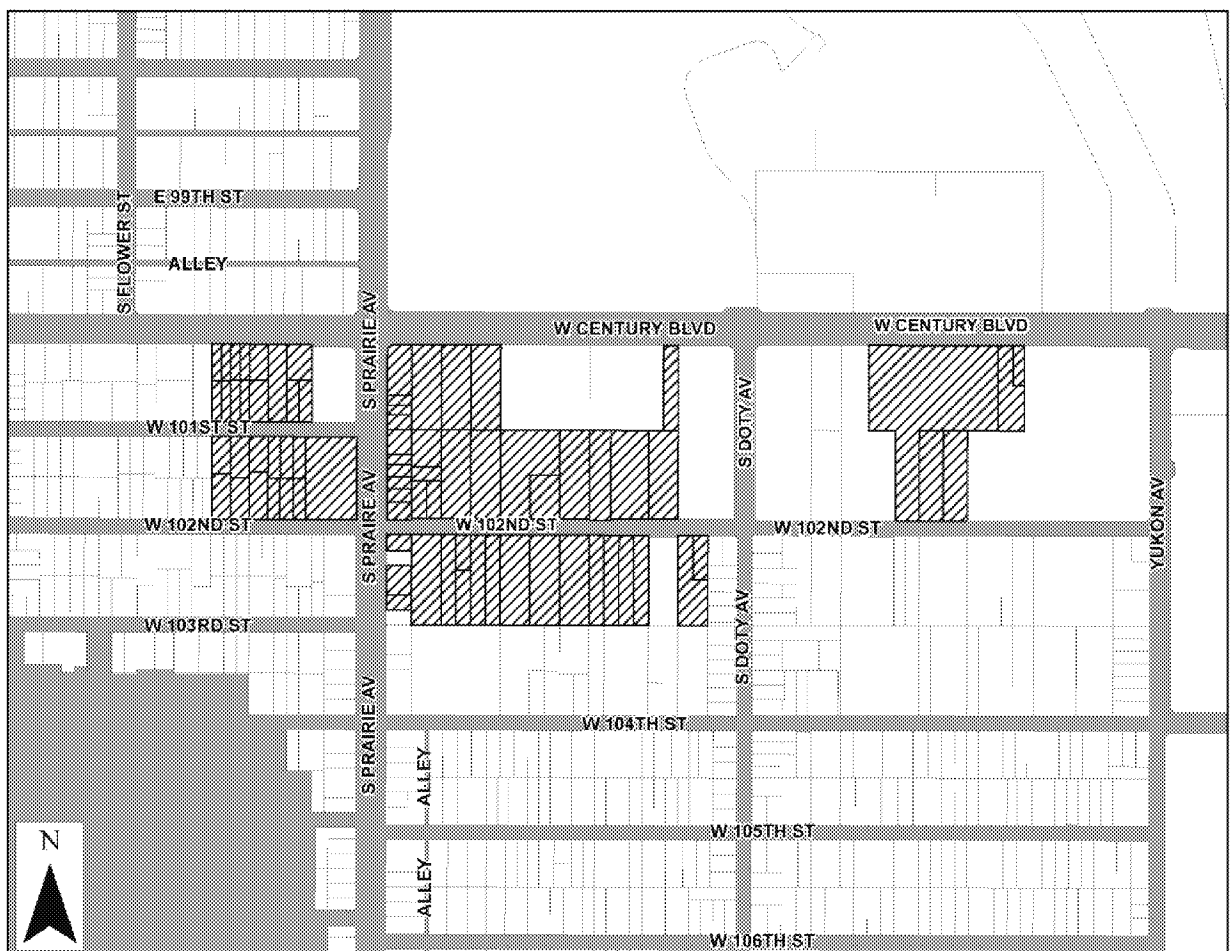
The SEC Development Guidelines will address certain design elements, including building orientation, massing, design and materials, plaza treatments, landscaping and lighting design, parking and loading design, pedestrian circulation, signage and graphics, walls, fences and screening, sustainability features, and similar elements.

d. *Recommended for Approval by the Planning Commission on June 17, 2020 (PC Resolution No. 1872).*

8. **Development Agreement between Murphy's Bowl LLC and the City** for the development of a Sports and Entertainment Complex, addressing community benefits and vesting entitlements for the Project.

a. *Recommended for Approval by the Planning Commission on June 17, 2020 (PC Resolution No. 1873).*

You are receiving this notice because you own property in or within 500 feet of the Project Site, you requested notice, or you are a Local Agency required to receive notice under Government Code 65091. A copy of this notice will also be published in a newspaper of general circulation, and posted at City Hall. Below is a map of the Project Site.



The Project Site includes properties with the following Assessor Identification Numbers:

ADDRESS	AIN
3915 W 102nd St	4032001048
3843 W 102nd St	4032002915
3901 W 102nd St	4032001902
3851 W 102nd St	4032002916
3821 W 102nd St	4032002917
3822 W Century Blvd	4032002913
3921 W 102nd St	4032001911
3930 W Century Blvd	4032001913
3831 W 102nd St	4032002914
3665 W 102nd St	4032003912
3700 W Century Blvd	4032003914
No Address	4032004914
3922 W Century Blvd	4032001912
3703 W 102nd St	4032003915
NO ADDRESS	4032004913
3832 W 102nd St	4032007903
3850 W 102nd St	4032007905
3836 W 102nd St	4032007901
No Address	4032008034
3812 W 102nd St	4032007904
3818 W 102nd St	4032007900
3844 W 102nd St	4032007902
3838 W 102nd St	4032007035
3926 W 102nd St	4032008901
3936 W 102nd St	4032008908
3910 W 102nd St	4032008900
3900 W 102nd St	4032008902
3930 W 102nd St	4032008904
3920 W 102nd St	4032008905
3941 W 102nd St	4032001909
3939 W 102nd St	4032001903
4040 W Century Blvd	4034004905
4043 W 101st Street	4034004906
4037 W 101st Street	4034004901
4042 W Century Blvd	4034004908
4033 W 101st Street	4034004911
4045 W 101st Street	4034004900
4046 W Century Blvd	4034004907

ADDRESS	AIN
10108 S Prairie Ave	4032001908
No Address	4032001900
10116 S Prairie Ave	4032001904
10112 S Prairie Ave	4032001907
10104 S Prairie Ave	4032001910
No Address	4032001006
No Address	4032001901
10022 S Prairie Ave	4032001005
10020 S Prairie Ave	4032001906
10004 S Prairie Ave	4032001039
10200 S Prairie Ave	4032008001
3940 W 102nd St	4032008907
4018 W 101st Street	4034005905
4015 W 101st Street	4034004904
3947 W 102nd St	4032001905
3940 W Century Blvd	4032001049
4020 W Century Blvd	4034004912
No Address	4032001033
10117 S Prairie Ave	4034005900
4039 W 101st Street	4034004903
4026 W Century Blvd	4034004913
4036 W Century Blvd	4034004910
4044 W 101st Street	4034005910
4019 W 101st Street	4034004902
4032 W Century Blvd	4034004909
4031 W 102nd Street	4034005904
4025 W 102nd Street	4034005907
4022 W 101st Street	4034005912
4030 W 101st Street	4034005901
4037 W 102nd Street	4034005903
4036 W 101st Street	4034005909
4026 W 101st Street	4034005911
4023 W 102nd Street	4034005906
4043 W 102nd Street	4034005902
4019 W 102nd Street	4034005908
10220 S Prairie Ave	4032008903
10212 S Prairie Ave	4032008035

FURTHER NOTICE IS HEREBY GIVEN REGARDING PUBLIC PARTICIPATION that due to the existing COVID-19 health emergency and the social distancing measures currently in effect, and pursuant to the Governor's Executive Order N-29-20 (<https://www.gov.ca.gov/wp-content/uploads/2020/03/3.17.20-N-29-20-EO.pdf>), please note that members of the public will be allowed to observe and/or address the City Council Meeting of July 21, 2020 at 2:00 P.M. as follows:

- 1. Written Public Comments:** Members of the public may 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 8:00 A.M. the day of the meeting, and in the body of the email, please identify the agenda number or subject matter. Correspondence should indicate the meeting date and agenda item. Comments received after 8:00 A.M. and prior to the close of the public hearings, 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.

2. In Person: While adhering to and enforcing social distancing standards, members of the public can come to the Community Room located on the First Floor of Inglewood City Hall at 1 West Manchester Blvd., Inglewood, CA 90301, to listen, observe and make public comments.

3. By Telephone-Listening to the Meeting and Making Oral Public Comments:

Members of the public can participate in the meeting by telephone to listen and make comments. The meeting's telephone number and access code will be provided no later than 72 hours before the meeting on the meeting agenda published at the following link:

<https://www.cityofinglewood.org/AgendaCenter/City-Council-3>

Please observe the following tips when phoning in:

- When you call-in, the operator will provide further instructions on how you can make public comments via phone.
- If you are calling from a cell phone, please call from an area with good reception.
- If you are watching the meeting on Facebook or Channel 35 while also accessing the phone line, it is requested that you mute the sound of your video feed as it is delayed from the phone transmission. Additionally, when you are making public comments on the phone line you will be inaudible due to feedback.

4. Viewing and Listening to the Meeting without Making Public Comments:

- On Spectrum Cable Local Channel 35 with audio and limited video. Please check with your cable provider for details.
- Live on-line through Facebook Live, with audio and limited video, at <https://www.facebook.com/cityofinglewood/>
- The above access options provide the public with the opportunity to both observe and listen to the meeting.
- However, members of the public who wish to orally address the City Council must use the public access options noted above.

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@cityofinglewood.org no later than 24 hours prior to the scheduled meeting.

A Final Environmental Impact Report has been prepared under the California Environmental Quality Act, a copy of which is available for public review online at the following link:

<https://www.cityofinglewood.org/1036/Murphys-Bowl-Proposed-NBA-Arena>

And at the following physical location:

Inglewood City Hall
Information Desk, First Floor Lobby
One West Manchester Boulevard, 1st Floor
Inglewood, CA 90301

Pursuant to Government Code Section 65009, if you challenge the proposed environmental documents, General Plan Amendment, Specific Plan Amendment, Zone

Change, Zoning Code Amendment, other Inglewood Municipal Code Amendments, SEC Development Guidelines, or Development Agreement in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

This notice is given by the order of the City Council of the City of Inglewood and is dated this 7th day of July 2020.

Yvonne Horton, City Clerk
City of Inglewood, California

In the event that the City Council meeting of July 21, 2020 is not held, or is concluded prior to this public hearing agenda item being considered, the public hearing will automatically be continued to the next regularly scheduled City Council meeting.

Si no entiende esta noticia o si necesita mas informacion, favor de llamar a este numero (310) 412-5280.

DATE OF POSTING: JULY 10, 2020

The Silverstein Law Firm, APC

July 21, 2020

**July 21, 2020 CC Hearing, Agenda Item No. PH-4;
Further Objections to IBEC Project SCH 2018021056;
FEIR and Other Approvals**

EXHIBIT 5



CITY OF INGLEWOOD

OFFICE OF THE CITY MANAGER



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

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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:



Arnie Fields, City Manager

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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

///

1 **WHEREAS**, the City of Inglewood is developing into a preeminent sports and
2 entertainment center because of the Forum, LA Stadium and Entertainment District at
3 Hollywood Park (LASED), and Inglewood Basketball and Entertainment Center
4 (IBEC); and

5 **WHEREAS**, the Forum, which reopened in 2014, has a capacity of over 17,000
6 people; and

7 **WHEREAS**, LASED is the home of SoFi Stadium and a concert venue, which
8 have a capacity of over 70,000 people and 6,000 people, respectively; and

9 **WHEREAS**, the Inglewood Basketball and Entertainment Center includes a
10 proposed 18,000 seat arena set to open in 2024; and

11 **WHEREAS**, the combined capacity of these sports and entertainment venues is
12 over 110,000 people; and

13 **WHEREAS**, there is a shortage of parking for the City's residents, merchants
14 and their guests during Forum events; and

15 **WHEREAS**, the City expects the parking issues to increase dramatically when
16 SoFi Stadium opens in July 2020, because SoFi Stadium guests and employees may use
17 onstreet parking spaces needed for City's residents, merchants, and their guests unless
18 the City adopts a Citywide Permit Parking Districts Program; and

19 **WHEREAS**, the City desires to amend various sections of Chapter 3, Article 2 of
20 the Municipal Code to establish a Citywide Permit Parking Districts Program, authorize
21 the removal of vehicles parked in a Permit Parking District without a permit, and adopt
22 other regulations reasonable and necessary to ensure the effectiveness of the Citywide
23 Permit Parking Districts Program;

24 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF**
25 **INGLEWOOD, CALIFORNIA, DOES ORDAIN AS FOLLOWS:**

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1 **SECTION 1.** Inglewood Municipal Code section 1-18.1 is amended to read as
2 follows:

3 **“Section 1-18.1. Specific Violations Deemed Infractions.**

4 (a) The following sections of the Inglewood Municipal Code are specifically
5 declared to be punishable as infractions: Sections 3-22, 3-22.1, 3-31, 3-41(1)—(5), 3-43,
6 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-
7 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-
8 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-
9 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,
10 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-
11 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,
12 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-
13 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,
14 10-45, 10-153, 11-49, 11-61(1), 11-61(2), 11-61(3), 11-70(1)—(18), 11-95, 11-104, 11-
15 106, 12-3, 12-12F, 12-15(a)—(e), 12-40, 12-40.1, 12-64.3, 12-59, 12-72, 12-75, 12-77,
16 12-79, 12-80, 12-81, 12-93.

17 (b) Notwithstanding Section 1-18, and pursuant to California Vehicle Code
18 Sections 40200 through 40273, any violation regulating the standing, stopping, or
19 parking of a vehicle declared to be punishable as an infraction shall be subject to a civil
20 penalty as set forth in the City’s Schedule of Parking Penalties (IMC 3-81.2).”

21 **SECTION 2.** Inglewood Municipal Code section 3-76 is amended to read as
22 follows:

23 **“Section 3-76. Establishment of a Permit Parking District.**

24 A Permit Parking District may be established in any of the following manners:

25 (a) Upon the receipt of a petition from the residents and/or business persons of
26 a particular neighborhood requesting the establishment of a Permit Parking District and
27 citing the reasons for such request, the Public Works Director or designee shall study the
28 request and the site of the request to determine if a district is warranted and if there are

1 alternative means to resolve any neighborhood parking problems that instigated the
2 petition. The Director or designee shall further determine the appropriate boundary of
3 any prospective district. The petition must bear the signatures of adults from a minimum
4 of ten different households and/or businesses as evidence of a neighborhood desire to
5 establish a district.

6 The findings of the study and recommendations of the Director or designee shall
7 be presented to the Parking and Traffic Commission at a public hearing. Both petitioners
8 and owners of those properties fronting on the street(s) that may be included within the
9 district shall be duly notified of the public hearing. After receiving the recommendation
10 of the Public Works Director and the comments of the public, the Commission shall
11 determine if the establishment of a Permit Parking District is warranted and what the
12 boundaries of the district should be. If determined to be warranted by the Commission,
13 the Public Works Director or designee shall mail or otherwise deliver one questionnaire
14 to each readily known address within the proposed district (properties fronting on any
15 street or portions of streets that will be subject to permit parking) requesting approval or
16 disapproval of the establishment of the district. If a minimum of seventy-five percent of
17 the questionnaires returned to the Public Works Director, within a minimum period of
18 thirty calendar days, support the establishment of the district, an ordinance establishing
19 the Permit Parking District shall be submitted to the City Council for consideration and
20 adoption to amend the Municipal Code accordingly.

21 (b) City staff may recommend the establishment of a Permit Parking District
22 to the City Council and introduce an ordinance for the City Council's consideration.

23 (c) The City Council may, at its discretion, direct City staff to study the
24 establishment of a Permit Parking District and introduce an ordinance for the City
25 Council's consideration."

26 **SECTION 3.** Inglewood Municipal Code section 3-76.1 is amended to read as
27 follows:

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1 **“Section 3-76.1. Amending or Terminating a Permit Parking District.**

2 The procedures by which an existing Permit Parking District can be amended or
3 terminated shall be pursuant to any of the procedures set forth in Section 3-76 of this
4 Article.”

5 **SECTION 4.** Inglewood Municipal Code section 3-77 is amended to read as
6 follows:

7 **“Section 3-77. Posting Requirements.**

8 The City shall not enforce any Permit Parking District prohibition or restriction
9 unless signs or markings giving adequate notice have been placed in accordance with
10 Vehicle Code section 22507. It shall be the duty of the Public Works Director to cause
11 such signs or markings to be placed.”

12 **SECTION 5.** Inglewood Municipal Code section 3-78 is amended to read as
13 follows:

14 **“Section 3-78. Permit Issuance and Use Procedure.**

15 (a) Applications for Parking Permits. Applicants for a parking permit shall be
16 required to present such proof as is required by the City, including, but not limited to,
17 proof of residence, employment, or ownership of a business in the Permit Parking
18 District for which a parking permit is sought; ownership of the vehicle, license plate
19 number, and proof of current registration. An application for a renewal of a parking
20 permit shall conform to the requirements of this Section.

21 (b) Types of Permits and Fees. City staff shall prepare a chart specifying the
22 various types of parking permits the City may issue, including, but not limited to,
23 residential, business, or guest permits; daily, monthly, or annual permits; the maximum
24 number of permits that may be issued to each residence or business, by type of parking
25 permit; the fees for each type of parking permit; and any other rules governing the use of
26 the parking permits. The chart shall be presented to the City Council for adoption by
27 resolution and the parking permit fees shall be made part of the Master Fee Schedule.

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1 A residence or business applicant shall have a street address located in the
2 Parking Permit District for which a permit is sought. An applicant whose residence or
3 business is located on a street that is the border of two or more Permit Parking Districts
4 may be issued a permit to park a vehicle on either side of the bordering street.

5 (c) Full Payment of Fees. All parking permit applications shall include full
6 payment of the parking permit fee. Furthermore, no parking permit shall be issued to
7 any applicant until the applicant has paid all outstanding parking citations, including any
8 civil penalties and related fees.

9 (d) Issuance and Use of Permit. A parking permit may be issued and enforced
10 using either a virtual or physical permit. A virtual permit shall be issued to the license
11 plate number of the applicant's registered vehicle and enforced through an Automated
12 License Plate Reader System (ALPRS). Each virtual permit holder shall be responsible
13 for ensuring that their license plate is capable of being read by the ALPRS.

14 The City may issue a physical permit, such as a sticker or hanging tag, to the
15 applicant. The holder of a physical permit shall be responsible for making sure that the
16 physical permit is displayed in accordance with the City's rules so as to be clearly
17 visible from outside of the vehicle.

18 A parking permit is valid only for parking in the specified Permit Parking District
19 and it does not guarantee the availability of a parking space. The parking permit holder
20 shall be subject to each and every condition and restriction set forth in this Chapter and
21 as provided for the Permit Parking District for which it was issued. The issuance of a
22 parking permit does not exempt the holder from compliance with any other parking
23 regulation, including, but not limited to, vehicle type, height or weight restrictions;
24 zones that prohibit the stopping, parking or standing of vehicles; and street sweeping
25 parking restrictions.

26 (e) Revocation of Parking Permit. A parking permit holder shall not sell, rent
27 or otherwise transfer a parking permit to another person, unless authorized by the City,
28 or present false or fraudulent information to obtain a parking permit. A parking permit

1 may not be altered or reproduced. A violation of any City rule regulating the application
2 for or use of parking permits may result in the revocation of the parking permit, the
3 revocation of any other permits issued to the permittee, and the disqualification of the
4 permittee from being issued any future parking permit.

5 (f) Replacement of Permit. A permittee seeking replacement of a lost or
6 stolen permit shall pay a replacement permit fee as established by City Council
7 resolution and set forth in the Master Fee Schedule.”

8 **SECTION 6.** Inglewood Municipal Code section 3-79 is amended to read as
9 follows:

10 **“Section 3-79. Exemptions from Permit Parking District Prohibitions.**

11 Only the following vehicles shall be exempt from enforcement of the Permit
12 Parking District prohibitions in section 3-80:

13 (a) Any vehicle displaying a valid parking permit.

14 (b) Any licensed physician’s vehicle parked while making a professional call.

15 (c) Any vehicle parked in an individual curbside parking space governed by a
16 parking meter.

17 (d) Any vehicle parked in an individual curbside parking space that is
18 specifically exempt by a posted sign or marking, so long as said vehicle is in compliance
19 with all other parking conditions or limitations specified on the sign or marking.

20 (e) Any vehicle exempt under any other applicable law, including, but not
21 limited to, Municipal Code sections 3-65(c), 3-65.1(b), 3-65.2(c), and 3-80(b).”

22 **SECTION 7.** Inglewood Municipal Code section 3-80 is amended to read as
23 follows:

24 **“Section 3-80. Permit Parking District Restrictions. Tow Away Authorized.**

25 Upon designation of a Permit Parking District, the Public Works Director shall
26 determine whether permit parking restrictions apply 24 hours a day, 7 days a week
27 (24/7), or any portion thereof, based upon the needs of the Permit Parking District, and
28 cause appropriate signs or markings to be placed indicating prominently thereon, the

1 parking limitation, period of the day for its application, and the fact that vehicles with
2 valid permits shall be exempt therefrom. Unless an exemption in Section 3-79 applies, it
3 is unlawful for a person to park a vehicle on a City street located on or in Permit Parking
4 District, at any time, without displaying a valid parking permit.

5 As authorized by Vehicle Code section 22651(n), the City may cause to be
6 removed any vehicle parked in violation of this section, and the registered owner thereof
7 shall be responsible for paying the impoundment and storage fees established by the
8 City. It shall be the duty of the Public Works Director to identify areas where signs
9 giving notice of removal for a violation of this section shall be placed and cause such
10 signs to be placed. No vehicle shall be removed for a violation of this section unless
11 signs giving notice of removal have been placed in accordance with Vehicle Code
12 section 22651(n) and Municipal Code section 3-58.”

13 **SECTION 8.** Inglewood Municipal Code section 3-81 is amended to read as
14 follows:

15 **“Section 3-81. Parking District Boundaries Defined.**

16 The boundaries of each Permit Parking District are defined by the Permit Parking
17 Districts map presented to the City Council for adoption as part of Ordinance No. 20-09.
18 All City streets located on or within the boundaries of a Permit Parking District shall be
19 subject to the permit parking prohibitions or restrictions of that District only when
20 appropriate signs or markings giving adequate notice have been placed.

21 The Public Works Department shall be responsible for maintaining the official
22 Permit Parking Districts map and any subsequent changes to the map shall require City
23 Council approval by ordinance.”

24 **SECTION 9. SEVERABILITY.** If any section, subsection, subdivision,
25 paragraph, sentence, clause or phrase of this ordinance, or its application to any person
26 or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or
27 unenforceability shall not affect the validity or enforceability of the remaining sections,
28 subsections, subdivisions, paragraphs, sentences, clauses or paragraphs of this

1 ordinance, or its application to any person or circumstance. The City of Inglewood
2 hereby declares that it would have adopted each section, subsection, subdivision,
3 paragraph, sentence, clause and paragraph hereof, irrespective of the fact that any one or
4 more of the foregoing sections, subsections, subdivisions, paragraphs, sentences, clauses
5 or phrases hereof be declared invalid or unenforceable.

6 **SECTION 10.** The City Clerk shall certify to the approval, passage and adoption
7 of this Ordinance by the City Council and shall cause the same to be published in
8 accordance with the City Charter; and thirty days from the final passage and adoption,
9 this Ordinance shall be in full force and effect.

10 **PASSED, APPROVED AND ADOPTED** this _____ day of
11 _____, 2020.

12
13 _____
14 James T. Butts, Jr., Mayor

15 **ATTEST:**
16
17 _____
18 Yvonne Horton, City Clerk

The Silverstein Law Firm, APC

July 21, 2020

**July 21, 2020 CC Hearing, Agenda Item No. PH-4;
Further Objections to IBEC Project SCH 2018021056;
FEIR and Other Approvals**

EXHIBIT 6

ON June 16 2020
UNTIL July 16 2020

REGISTRAR - RECORDER/COUNTY CLERK



CITY OF INGLEWOOD

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
Planning Division



Christopher E. Jackson, Sr.
Director

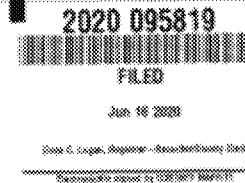
Mindy Wilcox, AICP
Planning Manager

NOTICE OF EXEMPTION EA-CE-2020-057

Prepared in accordance with the California Environmental Quality Act (CEQA), Section No. 15300, and the Inglewood Municipal Code, the following Notice of Exemption is made.

Project Title: Formation of Inglewood Transportation Management Community Services District
Location: Citywide
Project Sponsor: City of Inglewood and Inglewood Transportation Management Community Services District
Address: 1 W. Manchester Blvd., Inglewood, CA
Agency Contact: Mindy Wilcox, AICP, Planning Manager
Telephone: (310) 412-5230

Unofficial Copy



Project Description

Establishment and formation of the Inglewood Transportation Management District (the "ITMCSD"), a community services district dedicated to providing transportation services and whose jurisdictional boundaries would be coterminous with the City of Inglewood's municipal boundaries.

Exempt Status

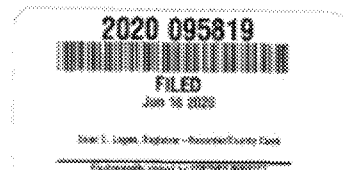
Categorical Exemption: Section 15320, Class 20: Changes in Organization of Local Agencies and Section 15061(b)(3) (Common Sense Exemption)

Reason for Exemption

The formation of the ITMCSD is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15320 (Changes in Organization of Local Agencies), which provides an exemption from CEQA for changes in the organization or reorganization of local government agencies where the changes do not change the geographical area in which previously existing powers are exercised. The ITMCSD is proposed to be a subsidiary district with the same boundaries as the City of Inglewood and therefore will not change the geographical area in which previously existing powers are exercised. The formation of the ITMCSD also qualifies for the categorical exemption set forth in CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), 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 a potential for causing a significant effect on the environment, either through a direct impact or a reasonably foreseeable indirect impact. The proposed formation of the ITMCSD will not cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Signature: Mindy Wilcox
Name: Mindy Wilcox AICP
Title: Planning Manager
Date: June 9, 2020



Unofficial



Los Angeles County
Registrar-Recorder/County Clerk

	VOTING & ELECTIONS	RECORDS	COUNTY CLERK	NEWSROOM	PUBLICATIONS	JOB	
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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 <input type="checkbox"/>	NOA - Notice of Availability <input type="checkbox"/>	city of inglewood	Search

Results for city of inglewood by Submitter

16 records four

Filing Number	Project Title	Submitter	Filed	Notice Type	Action
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	INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER	CITY OF INGLEWOOD	12/27/19	NOA - Notice of Availability	View
2020031386	INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER (IBEC)_	CITY OF INGLEWOOD	2/6/20	NOA - Notice of Availability	View

California Environmental Quality Act - CEQA

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 PRELIMINARY 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
2020095819	FORMATION OF INGLEWOOD TRANSPORTATION MANAGEMENT COMMUNITY SERVICES DISTRICT	CITY OF INGLEWOOD ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT	6/16/20	NOE - Notice of Exemption	View
2020102105	GENERAL PLAN AMENDMENT GPA-2020-002	CITY OF INGLEWOOD	7/8/20	NOE - Notice of Exemption	View
2020102108	GENERAL PLAN AMENDMENT GPA-2020-001	CITY OF INGLEWOOD	7/8/20	NOE - Notice of Exemption	View
2020103127	CITYWIDE	CITY OF INGLEWOOD	7/9/20	NOE - Notice of Exemption	View

The Silverstein Law Firm, APC

July 21, 2020

**July 21, 2020 CC Hearing, Agenda Item No. PH-4;
Further Objections to IBEC Project SCH 2018021056;
FEIR and Other Approvals**

EXHIBIT 7



INGLEWOOD, CALIFORNIA

Tuesday, July 07, 2020



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

AGENDA

CITY COUNCIL/INGLEWOOD SUCCESSOR AGENCY/ INGLEWOOD HOUSING AUTHORITY

*******NOTE FROM THE CITY: PUBLIC PARTICIPATION:** Pursuant to Executive N-29-20 (<https://www.gov.ca.gov/wp-content/uploads/2020/03/3.17.20-N-29-20-EO.pdf>), which suspends portions of the Brown Act, and due to the existing COVID-19 health emergency and social distancing measures currently in effect, members of the public can access the Meeting as follows:

Viewing and Listening to the Meeting without Making Public Comments:

- On Spectrum Cable Channel 35 with audio and limited video. Please check with your cable provider for details.
- Live on-line through Facebook Live, with audio and limited video, at <https://www.facebook.com/cityofinglewood/>.

The above access options provide the public with the opportunity to both observe and listen to the meeting; however, members of the public who wish to orally address the Legislative Body must use the public access options noted below:

Listening to the Meeting and Making Oral or Written Public Comments:

- In Person (Oral) – While adhering to and enforcing social distancing standards, members of the public can come to Community Room A located on the First Floor of Inglewood City Hall at 1 West Manchester Blvd., Inglewood, CA 90301.
 - Dial-In (Oral) – Dial 1-888-251-2949 or 1-215-861-0694 (Access Code 8887387#):
 - The conference begins at 1:30 p.m., Pacific Time, and all interested parties may join the conference 5 minutes prior. Should any person need assistance with audio, please dial 1-889-796-6118. When dialing in, the operator will provide further instructions on how you can make public comments via phone.
 - If you are dialing in from a cell phone, please call from an area with good reception.
 - If you are watching the meeting via Facebook Live or Channel 35 while also accessing the phone line, it is requested that you mute the sound of your video as it is offset by 3 seconds from the phone transmission. Additionally, when you are making public comments on the phone line, you will be inaudible due to feedback.
- Via Email (Written) – Comments can be submitted 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.

Members of the public may 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 8:00 A.M. the day of the meeting, and in the body of the email, please identify the agenda number or

subject matter. Correspondence should indicate the meeting date and agenda item. Comments received after 8:00 A.M. and prior to the close of the public hearings, 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.

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

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 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 Claims filed pursuant to Government Code Section 913:

1) Estate of Zavier Portis for negligence on September 8, 2019.

2) Zedrick Portis for negligence; wrongful death on September 8, 2019.

3) Kenyetta Taylor-Fields for negligence on September 8, 2019.

3. CITY MANAGER'S OFFICE

Staff report recommending adoption of a resolution ratifying the following appointments to the South Bay Workforce Investment Board (SBWIB):

Documents:

3.PDF

4. PUBLIC WORKS DEPARTMENT

Staff report recommending approval of a cooperative agreement to purchase Cement. (Sanitation Fund)

Documents:

4.PDF

5. PUBLIC WORKS DEPARTMENT

Staff report recommending approval of Cooperative Agreement No. 16-196 with Enterprise Fleet Management. (General Fund)

Documents:

5.PDF

6. PUBLIC WORKS DEPARTMENT

Staff report recommending approval to pay 206 invoices submitted by B & H Inglewood Tow, Inc. (B & H Tow) for services rendered on January 24, 2012 and from September 22, 2018 through March 31, 2020. (General Fund)

Documents:

6.PDF

7. PUBLIC WORKS DEPARTMENT

Staff report recommending award a contract and approve a one-year agreement (with the option to extend four (4) additional one-year terms) with Ride Co, Inc., to assist with the operation of a pilot shuttle service, per RFP-0142. (Grant Funds)

Documents:

7.PDF

DEPARTMENTAL REPORTS

DR-1. PUBLIC WORKS DEPARTMENT

Staff report recommending approval of a funding adjustment for the Intelligent Transportation Systems (ITS) Phase V to reflect the required split ratio of 80% funding from the Los Angeles County Metropolitan Transportation Authority, and 20% funding for the City's local return.

Documents:

DR-1.PDF

SETTING PUBLIC HEARING

SPH-1. ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

Staff report requesting that a public hearing be set to consider the Inglewood Basketball and Entertainment Center Project – Certification of the Project Environmental Impact Report No. EA-EIR 2020-045, General Plan Amendment No. 2020-003, Specific Plan Amendment No. 2020-001, Zoning Code Amendment No. 2020-002, Zone Change No. 2020-001, Ordinance Amending Inglewood Municipal Code Chapters 2 (Administration), 3 (Motor Vehicles and Traffic), 5 (Offenses, Miscellaneous), 10 (Public Works), and 11 (Building Regulations); and Sports and Entertainment Complex Design Guidelines and Infrastructure Plan (SEC Development Guidelines), and Development Agreement between Murphy’s Bowl LLC and the City.

Documents:

SH-1.PDF

REPORTS – CITY ATTORNEY

A-1. 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

CSA-1, 1 & H-1.

Warrant Registers.

Documents:

1, CSA-1, H-1.PDF

ADJOURNMENT INGLEWOOD SUCCESSOR AGENCY

INGLEWOOD HOUSING AUTHORITY

H-1, 1 & CSA-1.

Warrant Registers.

Documents:

1, CSA-1, H-1.PDF

ADJOURNMENT INGLEWOOD HOUSING 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
OFFICE OF THE CITY MANAGER



DATE: July 7, 2020
TO: Mayor and Council Members
FROM: Public Works Department
SUBJECT: Agreement with RideCo, Inc., to Assist with the Operation of a Pilot Shuttle Service

RECOMMENDATION:

It is recommended that the Mayor and Council Members award a contract and approve a one-year agreement (with the option to extend four (4) additional one-year terms) with RideCo, Inc., to assist with the operation of a pilot shuttle service in an amount not to exceed \$1,227,072 (includes a five percent (5%) contingency in the amount of \$58,432), per RFP No. 0142 (RFP-0142). (Grant Funds)

BACKGROUND:

A growing number of City of Inglewood (City) residents work on site at the Los Angeles International Airport (LAX). The City desires to develop and provide a pilot shuttle service that offers commuter assistance to Inglewood residents employed by tenants at LAX. The goal of this service is to provide a cost effective and efficient commute alternative to LAX.

In 2017, the City and Los Angeles World Airports (LAWA) completed negotiations regarding the LAWA Specific Plan Amendment Study (SPAS) and California Environmental Quality Act (CEQA) Environmental Impact Report (EIR). A subsequent Memorandum of Understanding (MOU) between the City and LAWA was approved that required LAWA to provide funding to the City for the development of a Transportation Demand Management (TDM) Program and Intelligent Transportation System (ITS) program.

TDM programs are directed at influencing the mode, frequency, route, length and time of vehicle travel in order to minimize the negative effects, such as traffic and air pollution. Examples of such programs include ride share programs, bike riding incentives, and financial incentives to alleviate solo driving during peak times. On December 12, 2018, the City of Inglewood accepted a partial payment of \$750,000 of the \$2,000,000 committed to fund the pilot structured at establishing a ride share or shuttle program for LAWA employees that reside in the City of Inglewood pursuant to the MOU.

DISCUSSION:

The initial phase of the TDM program is referred to as the Pilot Program and includes the development of a pilot shuttle service, which is a key element. Ultimately, the goal is to operate and provide a cost effective and efficient alternative commute for city residents who work at LAX.

7

As such, the development of a TDM program will have a positive impact of reducing traffic on city streets.

On June 25, 2019, the City approved Agreement No. 19-224 with UrbanTrans Consultants, Inc. (UrbanTrans) to develop the Pilot Program. The City and UrbanTrans have met major milestones including:

- Developed a visual identity system and branding for the service
- Coordinated and Collaborated with key external stakeholders and correlated services
- Performed qualitative and quantitative market research
- Developed the pilot project's service design, functionality requirements and key performance indicators
- Developed a marketing plan for launch

The City now seeks a qualified Technology Vendor (Vendor) to assist with operation of the pilot shuttle service including technology, operation, and fleet management. On December 19, 2019, the City issued a Request for Proposals (RFP-0142) from qualified vendors to assist with the launch and operation of a shuttle service. The RFP was posted on the City's website, and directly released to three firms. On February 4, 2020, the City received proposals from the following vendors:

Vendor	Address
RIDECO INC.	Waterloo, Ontario, Canada
NOMAD TRANSIT LLC (VIA)	New York, New York

After a thorough review, RideCo (Vendor) was selected as the most qualified vendor. The proposed agreement is for one year, and the services are estimated to commence by Fall 2020.

After the conclusion of the pilot shuttle service (one-year), the City will aim to develop an ongoing shuttle service based on the pilot's performance. The selected Vendor will report to the TDM Coordinator (the City's primary point of contact) and will assist with the operation of a shuttle service consistent with RFP-0142 and the Vendor Proposal. The TDM Coordinator will be responsible for obtaining feedback, as received from the Vendor, Inglewood/LAX employees, and LAWA, to make any necessary adjustments to services.

FINANCIAL/FUNDING ISSUES AND SOURCES:

There is no impact to the General Fund. The program will be funded from Landside Access Modernization Program revenue per terms of the MOU between the City and LAWA.

Upon approval of the recommended actions, adequate appropriations in the amount of \$184,764 will be available in the Fiscal Year 2019-2020 budget under account code no. 224.060.6041.44860 (LAMP Fund – Public Works – Transportation Demand Management (TDM) – Contract Services) to commence and continue services through the end of the current fiscal year.

Staff recommends the issuance of the following purchase order from the Fiscal Year 2019-2020 Budget:

Purchase Order Issuance for Contract Services

Account Code	Description	Amount
224.060.6100.44860	LAMP - Transportation Demand Management - Contract Services	\$184,764.00

Subsequently, the remaining balance of \$1,042,308 will be included in the Fiscal Year 2020-2021 budget.

LEGAL REVIEW VERIFICATION: YJP

Administrative Staff has verified that the legal documents accompanying this report have been submitted to, reviewed and approved by the Office of the City Attorney.

BUDGET REVIEW VERIFICATION: YJP

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

FINANCE REVIEW VERIFICATION: YJP

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: Contract Agreement
- Attachment No. 2: Vendor Proposal with Cost Proposal
- Attachment No. 3: Addendum A
- Attachment No. 4: RFP-0142

PREPARED BY:

- Louis A. Atwell, P.E., Assistant City Manager/Public Works Director
- Tunisia Johnson, Transit Demand Management Coordinator
- Peter Puglese, P.E., Principal Traffic Engineer
- Robert M. Braden, Management Consultant

COUNCIL PRESENTER:

- Louis A. Atwell, P.E., Public Works Director

APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD/
ASSISTANT CITY MANAGER APPROVAL:


Lois Atwell, PW Director/Asst. City Manager

CITY MANAGER APPROVAL:


Artie Fields, City Manager

ATTACHMENT NO. 1

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AGREEMENT NO.: _____

THIS AGREEMENT is made and entered into this _____ day of _____, 2020, by and between the CITY OF INGLEWOOD ("City"), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; and RIDECO, INC., ("Consultant" or "RideCo") with its principal place of business at 279 Weber St. North, Waterloo, Ontario N2J3H8, Canada.

RECITALS

WHEREAS, in 2017, the City and the Los Angeles World Airports ("LAWA") completed negotiations regarding the LAWA Specific Plan Amendment Study (SPAS) California Environmental Quality ACT (CEQA) Environmental Impact Report (EIR) which resulted in a Memorandum of Understanding (MOU) settlement (the "Settlement"); and

WHEREAS, the Settlement required LAWA to provide funding to the City for the development of a Transportation Demand Management (TDM) and Intelligent Transportation System (ITS) program, which together will facilitate more efficient movement of LAX passengers and employees between LAX and Inglewood; and

WHEREAS, TDM programs are directed at influencing the mode, frequency, route, length and time of vehicle travel in order to minimize the negative effects, such as traffic and air pollution; and

WHEREAS, examples of such TDM programs include ride share programs, bike riding incentives, and financial incentives to alleviate solo driving during peak times. As such, the development of a TDM program will have a positive impact of reducing traffic on City streets; and

WHEREAS,, on December 12, 2018, the City of Inglewood accepted a partial payment of \$750, 000 of the \$2,000,000 committed to fund the pilot structured at establishing a ride share or shuttle program for LAWA employees that reside in the City of Inglewood; and

WHEREAS, this is a key element of the TDM pursuant to the MOU, and the initial phase consists of the development of a Pilot Shuttle Service; and

WHEREAS, ultimately, the goal is to operate and provide a cost effective and efficient

1 alternative commute for the city residents who work at LAX; and

2 **WHEREAS**, in June of 2019, the City selected UrbanTrans North America (UrbanTrans)

3 as the consultant to assist with the development of the TDM Program; and

4 **WHEREAS**, the City and UrbanTrans have met major milestones including: Developed

5 a visual identity system and branding for the service, Coordinated and Collaborated with key

6 external stakeholders and correlated services, Performed qualitative and quantitative market

7 research, Developed the pilot project's service design, functionality requirements and key

8 performance indicators, and Developed a marketing plan for launch; and

9 **WHEREAS**, on December 19, 2019, the City issued a Request for Proposals (RFP-0142)

10 from qualified vendors to assist the City with the launch and operation of a shuttle service;

11 and

12 **WHEREAS**, due to the unprecedented pandemic and effects on Inglewood residents, it

13 is the recommendation of the TDM Coordinator to execute a contract with RideCo. Inc. that

14 allows a flexible start date via Notice to Proceed; and

15 **WHEREAS**, while RFP-0142 originally stated a Spring 2020 preference for services, the

16 pandemic has created new unforeseen external variables and restrictions via local, state, and

17 federal entities that influence the requisite conditions and timing to implement this service;

18 and

19 **WHEREAS**, guidelines for meeting these conditions continue to emerge and evolve

20 rapidly; and

21 **WHEREAS**, to safely serve residents, the TDM Coordinator and team will focus on

22 capturing guidance, protocols and timelines set by appropriate agencies to ensure compliance

23 with restrictions related to the pandemic and this specific service and as such the Notice to

24 Proceed will depend upon the outcome of such guidance, protocols and timelines; and

25 **WHEREAS**, after a thorough review, RideCo Inc. was selected as the most qualified

26 Consultant; and

27 **WHEREAS**, Consultant holds itself out as capable and competent to provide such

28 services, as the City requires which are specified herein.

1 NOW, THEREFORE, the City and the Consultant (hereinafter referred to as the
2 "Parties") hereto mutually agree as follows:

3 **ARTICLE 1 – SCOPE OF WORK**

4 The Consultant’s Scope of Work is provided in Exhibit "A," Project Terms and Scope of
5 Work (including Schedules 1-3 to Exhibit A); Exhibit "B," the City’s Addendum "A," dated
6 January 17, 2020; and Exhibit "C," the City’s Request For Proposal, RFP- 0142, dated
7 December 19, 2019. Each Exhibit is incorporated herein by this reference as if set forth in full.
8 In the event of ambiguity, inconsistency, or conflict, the order of precedent shall be (in
9 descending order):

- 10 1. Any Change Orders; then
- 11 2. This Agreement; then
- 12 3. Exhibit "A;" then
- 13 4. Exhibit "B;" then
- 14 5. Exhibit "C."

15 **ARTICLE 2 – CITY’S DUTIES**

16 The City hereby promises to provide all access, data, records, and documents
17 reasonably within its possession or control as are necessary for the Consultant to perform the
18 Work contemplated by this Agreement.

19 **ARTICLE 3 – TERM**

20 The Initial Term of this Agreement shall be one year (1) from date of Notice to
21 Proceed. This Agreement, at City’s discretion, may be extended for four (4) additional one-
22 year terms.

23 **ARTICLE 4 – COMPENSATION**

24 1. Consultant shall be paid in the ordinary course of City business for Work faithfully
25 rendered during the Initial Term an amount not to exceed one million, one hundred sixty-
26 eight thousand, six hundred and forty dollars (\$1,168,640). The City and Consultant may
27 negotiate Compensation for each extension, if and when, one is granted by the City.

28 2. Consultant shall invoice the City every thirty (30) days for Work contemplated in

1 this Agreement and which has been completed within that thirty (30) day period.

2 3. All invoices submitted by Consultant shall contain: (1) date of invoice; (2) sequential
3 invoice number; (3) City Agreement number; (4) description of Work billed under this invoice;
4 (5) total Agreement amount; (6) total amount for Work, itemization of all reimbursable
5 expenses included in the invoice; (7) total billed (by Work and reimbursable expenses) to
6 date; and (8) total amount remaining on the Agreement.

7 4. Consultant shall be responsible for the cost of supplying all documentation
8 necessary to verify the monthly billings to the satisfaction of City and shall certify, on each
9 invoice, that it is entitled to receive the amount invoiced.

10 5. Consultant shall invoice City within ten (10) working days after the termination of
11 this Agreement. City agrees that it will use its best efforts to avoid all unnecessary delays in
12 processing Consultant's invoices.

13 6. Consultant shall not be compensated for any Work rendered in connection with its
14 performance of this Agreement, which are in addition to or outside of those described in
15 Article 1, Scope of Work, unless such additional services are authorized in advance and in
16 writing by City.

17 **ARTICLE 5 – TERMINATION**

18 This Agreement shall be subject to termination by the City at its sole discretion for
19 convenience; or if it encounters conditions during the work contemplated hereunder that
20 make it impossible or impracticable to proceed; or if the City is prevented from proceeding
21 with the Agreement by law or by official action of a public authority; or if there is an
22 unavailability of City Funds; or if the Consultant violates any material provisions of this
23 Agreement; or if the Consultant fails to provide the Work required of this Agreement in a
24 satisfactory manner as determined by the Public Works Director.

25 The City shall advise the Consultant of any deficiencies and shall allow the Consultant
26 a ten (10) day period to correct any deficiencies at Consultant's expense prior to cancellation
27 of this Agreement and shall advise Consultant of notice of termination by a method of
28 notification specified in Article 6 of this Agreement. If the City terminates for convenience,

1 then the Consultant is entitled to receive, as full and complete compensation, and in lieu of
2 any and all forms of damages, (i) the amount paid to for all Work performed in accordance
3 with the Contract Documents; (ii) the amount for any and all materials and/or equipment
4 ordered (which cannot be cancelled); (iii) the reasonable costs for accounting for the winding
5 up of the Contract; and (iv) a markup of 8% to cover overhead, profit and any other alleged
6 costs and/or damage Consultant might otherwise contend it would be owed because of the
7 City's termination for convenience; provided that in no event shall the compensation paid
8 pursuant to this paragraph exceed the amount which would have been payable pursuant to
9 Article 4 of this Agreement. Consultant fully acknowledges the potential effect and the
10 liquidating nature of the termination for convenience provision and, having received the
11 independent advice of legal counsel, agrees to it without reservation.

12 The Consultant shall have the right to terminate this Agreement: (1) if the City violates
13 any material provision of this Agreement, and, if capable of cure, fails to cure such breach
14 within ten (10) days from the date of notice of breach; and (ii) in accordance with the terms
15 of Article 17.

16 **ARTICLE 6 – NOTICES**

17 All notices required or permitted to be given under this Agreement shall be in writing
18 or sent by certified mail and shall be dated and signed by the party giving such notice or by a
19 duly authorized representative of such party.

20 Any notice given pursuant to this Agreement shall be deemed received and effective
21 when properly addressed, posted and deposited in the United States Mail addressed to the
22 respected parties as follows:

23 ///
24 ///
25 ///
26 ///
27 ///
28 ///

1 **Notice**

2 If notice to either Party is given, it shall be by personal delivery thereof or by
3 depositing it in United States Mail, enclosed in a sealed envelope postage prepaid and return
4 receipt requested and addressed as follows:

5 **CITY**

6 Yvonne Horton
7 City Clerk
8 City of Inglewood
9 One Manchester Boulevard
10 Inglewood, CA 90301

CONSULTANT

Prem Gururajan
Chief Executive Officer
RideCo, Inc.
279 Weber St. North
Waterloo, Ontario N2J3H8, Canada

11 **WITH A COPY TO CITY**

12 Louis A. Atwell, P.E., Asst. City Manager/Public Works Director
13 Public Works Department
14 City of Inglewood
15 One Manchester Boulevard
16 Inglewood, CA 90301

FOR SERVICE OF PROCESS ONLY

Gisèle Salazar, LaBarge Weinstein LLP
A Business Law Firm
515 Legget Drive, Suite 800
Ottawa, ON K2K 3G4 Canada

17 ***Agent for Service of Process***

18 Consultant may from time to time designate another address or addressee and shall,
19 in such instances, notify City in writing within ten (10) calendar days of such designation.

20 ***Effective Date of Notice***

21 Notice shall be deemed effective on the date personally delivered or, if mailed, five (5)
22 days after deposit of the same in the custody of the United States Postal Service, properly
23 addressed, with postage prepaid and return receipt requested.

24 **ARTICLE 7 – INSURANCE REQUIREMENTS**

25 The Consultant shall procure and maintain for the duration of the Agreement,
26 insurance against claims for injuries to persons or damages to property which may arise from
27 or in connection with the performance of the Work hereunder by the Consultant, its agents,
28 representatives, employees or subcontractors. The cost of such insurance shall be borne by
the Consultant. Failure to maintain or renew coverage or to provide evidence of renewal may
be treated by Owner as a material breach of contract.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE.

Coverage shall be at least as broad as:

- 1 1. **Commercial General Liability (CGL):** Commercial General Liability Commercial
2 General Liability (equivalent in coverage scope to Insurance Services Office, Inc.
3 (ISO) form CG 00 01 11 85 or 11 88) in an amount not less than \$5,000,000 per
4 occurrence and \$10,000,000 general aggregate. Such insurance shall include
5 products and completed operations liability, independent contractor's liability,
6 broad form contractual liability, and cross liability protection. The "City of
7 Inglewood, its officials, employees, agents, and volunteers" must be separately
8 endorsed to the policy as additional insureds on an endorsement equivalent to
9 Insurance Services Office, Inc. (ISO) forms CG 20 10 11 85 or CG 20 26 11 85.
- 10 2. **Automobile Liability:** Commercial Automobile Liability Commercial Automobile
11 Liability (equivalent in coverage scope to ISO form CA 00 01 060 92) in an amount
12 not less than \$5,000,000 combined single limit per accident for bodily injury and
13 property damage covering Auto Symbol 1 (Any Auto). If an automobile is not used
14 in connection with the services provided by the Consultant, the Consultant should
15 provide a written request for a waiver of this requirement.
- 16 3. **Workers' Compensation** insurance as required by the State of California, with
17 Statutory Limits, and Employer's Liability Insurance with limit of no less than
18 **\$1,000,000** per accident for bodily injury or disease.
- 19 4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the
20 Consultant's profession, with limit no less than **\$1,500,000** per claim, **\$3,000,000**
21 aggregate.

22 If the Consultant maintains broader coverage and/or higher limits than the minimums
23 shown above, the City requires and shall be entitled to the broader coverage and/or the higher
24 limits maintained by the Consultant. Any available insurance proceeds in excess of the
25 specified minimum limits of insurance and coverage shall be available to the City.

26 **B. OTHER INSURANCE PROVISIONS.**

27 The insurance policies are to contain, or be endorsed to contain, the following
28 provisions:

1 **1. Additional Insured Status.**

2 The City, its officers, officials, employees, and volunteers are to be covered as
3 **additional insureds** on the CGL policy with respect to liability arising out of work or operations
4 performed by or on behalf of the Consultant including materials, parts, or equipment
5 furnished in connection with such work or operations. General liability coverage can be
6 provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO
7 Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if
8 later revisions used).

9 **2. Primary Coverage.**

10 For any claims related to this contract, the **Consultant's insurance coverage shall be**
11 **primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its
12 officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by
13 the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's
14 insurance and shall not contribute with it.

15 **3. Notice of Cancellation.**

16 Each insurance policy required above shall state that **coverage shall not be canceled,**
17 **except with notice to the City.**

18 **4. Waiver of Subrogation.**

19 The Consultant hereby grants to the City a waiver of any right to subrogation which any
20 insurer of said Consultant may acquire against the City by virtue of the payment of any loss
21 under such insurance. Consultant agrees to obtain any endorsement that may be necessary to
22 affect this waiver of subrogation, but this provision applies regardless of whether or not the
23 City has received a waiver of subrogation endorsement from the insurer.

24 **5. Self-Insured Retentions.**

25 Self-insured retentions be declared to and approved by the City. At the option of the
26 City, either: the Consultant shall obtain coverage to reduce or eliminate such self-insured
27 retentions as respects the City, its officers, officials, employees, and volunteers; or the
28 Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of

1 losses and related investigations, claim administration, and defense expenses. The policy
2 language shall provide, or be endorsed to provide, that the self-insured retention may be
3 satisfied by either the named insured or City.

4 **6. Acceptability of Insurers.**

5 The Consultant and/or its subcontractor shall obtain and maintain at its expense, until
6 completion of performance and acceptance by City, the following insurance placed with an
7 insurer admitted to write insurance in the state of California or a non-admitted insurer on
8 State of California's List of Approved Surplus Lines Insurers (LASLI) and the non-admitted
9 insurer must have a rating of, or equivalent to, A: VIII by A.M. Best Company.

10 **Claims Made Policies.**

11 If any of the required policies provide coverage on a claims-made basis:

- 12 1. The Retroactive Date must be shown and must be before the date of the
13 contract or the beginning of contract work.
- 14 2. Insurance must be maintained and evidence of insurance must be provided *for*
15 *at least five (5) years after completion of the contract of work.*
- 16 3. If coverage is canceled or non-renewed, and not *replaced with another claims-*
17 *made policy form with a Retroactive Date* prior to the contract effective date,
18 the Consultant must purchase "extended reporting" coverage for a minimum of
19 *five (5) years* after completion of contract work.

20 **7. Verification of Coverage.**

21 The Consultant shall furnish the Inglewood City Attorney with original Certificates of
22 Insurance including all required amendatory endorsements (or copies of the applicable policy
23 language effecting coverage required by this clause) and a copy of the Declarations and
24 Endorsement Page of the CGL policy listing all policy endorsements to the City before work
25 begins. However, failure to obtain the required documents prior to the work beginning shall
26 not waive the Consultant's obligation to provide them. The City reserves the right to require
27 complete, certified copies of all required insurance policies, including endorsements required
28 by these specifications, at any time.

1 **8. *Consultants, Subconsultants, Contractors, and Subcontractors of Consultant.***

2 The Consultant shall require and verify that all of its consultants, subconsultants,
3 contractors, and subcontractors maintain insurance meeting all the requirements stated
4 herein, and Consultant shall ensure that the City is an additional insured on insurance required
5 from all of them.

6 **9. *Special Risks or Circumstances.***

7 The City reserves the right to modify these requirements, including limits, based on the
8 nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9 **ARTICLE 8 – INDEMNIFICATION**

10 1. Consultant shall indemnify and hold harmless the City and its officers,
11 employees and volunteers from and against all claims, damages, losses and expenses
12 including attorney fees arising out of the performance of the work described herein, to the
13 extent caused in whole or in part by any negligent act or omission, recklessness or willful
14 misconduct of the Consultant, any subcontractor, anyone directly or indirectly employed by
15 any of them or anyone for whose acts any of them may be liable, except where caused by the
16 negligence, or willful misconduct of the City.

17 2. If any action or proceeding is brought against Indemnitees by reason of any of
18 the matters against which Consultant has agreed to indemnify Indemnitees as provided
19 above, Consultant, upon notice from the City, shall defend Indemnitees at Consultant’s
20 expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld.
21 Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled
22 to indemnification in order to be so indemnified. The insurance required to be maintained by
23 the Consultant under this Article shall ensure Consultant’s obligations under this section, but
24 the limits of such insurance shall not limit the liability of the Consultant hereunder. The
25 provisions of this Article shall survive the expiration or earlier termination of this Agreement.

26 **ARTICLE – 9 SUBCONSULTANT INDEMNIFICATION**

27 The Consultant shall include the following language in all contracts with its
28 consultants, subconsultants, contractors, and subcontractors who are used to perform any of

1 the services contemplated by this Agreement:

2 **"INDEMNIFICATION**

3 1. Consultant, subconsultants, contractors, and subcontractors (hereinafter
4 referred to as the "Consultant") shall indemnify and hold harmless the City of Inglewood and
5 its officers, employees and volunteers (hereinafter referred to as the "City") from and against
6 all claims, damages, losses and expenses including attorney fees arising out of the
7 performance of the work described herein, to the extent caused in whole or in part by any
8 negligent act or omission, recklessness or willful misconduct of the Consultant, any
9 subcontractor, anyone directly or indirectly employed by any of them or anyone for whose
10 acts any of them may be liable, except where caused by the negligence, or willful misconduct
11 of the City.

12 2. If any action or proceeding is brought against the City (also referred to as
13 "Indemnitees") by reason of any of the matters against which the Consultant has agreed to
14 indemnify Indemnitees as provided above, the Consultant, upon notice from the City, shall
15 defend Indemnitees at the Consultant's expense by counsel acceptable to the City, such
16 acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of
17 the matters to which Indemnitees are entitled to indemnification in order to be so
18 indemnified. The insurance required to be maintained by the Consultant shall ensure
19 Consultant's obligations, but the limits of such insurance shall not limit the liability of the
20 Consultant hereunder. The provisions of these two paragraphs shall survive the expiration or
21 earlier termination of this Agreement."

22 **ARTICLE 10 – INGLEWOOD BUSINESS LICENSE**

23 The Consultant agrees to at all times during the performance of the Agreement,
24 obtain and maintain an Inglewood City business license. A copy of said license must be
25 forwarded to the City Clerk and Public Works Department prior to issuing the Notice to
26 Proceed (NTP).

27 **ARTICLE 11 – INDEPENDENT CONTRACTOR**

28 Consultant enters into this Agreement as an independent contractor and not as an

1 employee of the City. Consultant shall have no power or authority by this Agreement to bind
2 the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with
3 this relationship or status. All employees, agents, contractors or subcontractors hired or
4 retained by the Consultant are employees, agents, contractors or subcontractors of the
5 Consultant and not of the City. The City shall not be obligated in any way to pay any wage
6 claims or other claims made against Consultant by any such employees, agents, contractors,
7 or subcontractors, or any other person resulting from performance of this Agreement.

8 **ARTICLE 12 – PERSONNEL**

9 The Consultant agrees to provide the City with the names of the personnel assigned to
10 perform the Work required herein and no changes shall be made in personnel assignments
11 without first obtaining the written consent of the City; provided, however, that the City may
12 request that personnel be changed with or without cause. In the event of such request, the
13 Consultant agrees to make said changes within ten (10) days thereafter.

14 **ARTICLE 13 – RIGHT TO INSPECT**

15 City shall have the right to inspect or review any documents or records reasonably
16 required of City to evaluate Consultant's billing practice pursuant to this Agreement.
17 Consultant shall make all records and documents to be reviewed and inspected by City as a
18 part of any audit or other record review conducted by City available for City's review within
19 five (5) business days of receiving written notice from City requesting the same.

20 **ARTICLE 14 – BOOKS AND RECORDS**

21 The Consultant shall maintain any and all documents and records demonstrating or
22 relating to the Consultant's performance of Work pursuant to this Agreement. The Consultant
23 shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or
24 other documents or records evidencing or relating to work, services, expenditures and
25 disbursements charged to City pursuant to this Agreement. Any and all such documents or
26 records shall be maintained in accordance with generally accepted accounting principles and
27 shall be sufficiently complete and detailed so as to permit an accurate evaluation of the Work
28 provided by the Consultant pursuant to this Agreement. Any and all such documents or

1 records shall be maintained to the extent required by laws relating to audits of public agencies
2 and their expenditures.

3 **ARTICLE 15 – OWNERSHIP OF DOCUMENTS**

4 Ownership of Documents. “Documents” as used in this paragraph means original
5 studies, surveys, reports, data, substantive notes, and other evidence used in preparation of
6 the Report, whether existing as electronic files or in hard copy. “Documents” does not refer to
7 informal communications such as emails and staff notes, whether those communications are
8 internal to the Consultant’s staff or between the Consultant and any subconsultants. All
9 documents prepared, developed, or discovered by the Consultant in the course of providing
10 any Work pursuant to this Agreement shall remain the sole property of the City and may not
11 be used, reused, or otherwise disposed of without the permission of the City. Upon
12 completion, expiration, or termination of this Agreement, the Consultant shall give the City all
13 such documents within ten (10) days of delivery of the termination notice, completion or
14 expiration of this Agreement, at no cost to the City. In the event the City requires or desired
15 other information in the control of the Consultant that is not a document as described above
16 (such as informal communications, staff notes, and other correspondence), the Consultant
17 shall provide any requested information to the City within thirty (30) days. The City
18 acknowledges that its alteration of documents without the consent of the Consultant, or use
19 of the documents for any purpose other than the Scope of Work contemplated by this
20 Agreement, is at the City’s own risk and without liability to the Consultant.

21 **ARTICLE 16 – EQUAL EMPLOYMENT**

22 The Consultant agrees that during the performance of this Agreement, it will not
23 discriminate against any employee or applicant for employment because of race, color,
24 religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap,
25 medical condition or marital status.

26 **ARTICLE 17 – ASSIGNABILITY**

27 The Consultant may sub-contract the performance of the transportation services
28 described in the Scope of Work to third party service providers including a Transportation

1 Operations Provider. In the event that the Transportation Operations Provider's subcontract
2 is terminated in accordance with its terms, Consultant will use commercially reasonable
3 efforts to find a suitable replacement acceptable to City. City shall not unreasonably withhold,
4 condition or delay consent to the same. In the event that Consultant cannot find a suitable
5 replacement or the replacement is not approved by City, Consultant will have the right to
6 terminate this Agreement pursuant to Article 5. For greater certainty, Consultant will be
7 solely responsible for payment of its subcontractors, including the Transportation Operations
8 Provider.

9 **ARTICLE 18 – LIMITATIONS OF LIABILITY: SOFTWARE AND TECHNOLOGY**

10 WITH RESPECT TO SOFTWARE AND TECHNOLOGY SERVICES THE CONSULTANT SHALL
11 NOT BE LIABLE TO THE CITY FOR ANY INDIRECT DAMAGES (INCLUDING WITHOUT
12 LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION,
13 LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS), HOWEVER CAUSED AND
14 UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), AND WHETHER OR NOT
15 CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. CONSULTANT'S
16 AGGREGATE LIABILITY TO THE CITY OR ANY OTHER PARTY FOR DAMAGES FOR ANY CAUSE
17 WHATSOEVER ARISING IN RESPECT OF THE SOFTWARE AND TECHNOLOGY USED IN THIS
18 ENGAGEMENT WILL BE LIMITED TO THE INSURANCE LEVELS MAINTAINED BY CONSULTANT
19 UNDER THIS AGREEMENT.

20 **ARTICLE 19 – CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

21 All reports, findings, conclusions and writings related to the work contemplated by
22 this Agreement, including but not limited to all plans, documents, and records prepared
23 under this Agreement, shall become the property of the City upon completion of the work or
24 termination of this Agreement. Consultant agrees that this information is confidential and
25 shall not be made available to any individual or organization (except for the applicable
26 subcontractors) without the prior written approval of the City.

27 **ARTICLE 20 – PROHIBITED INTERESTS**

28 No official, employee, or agent of City, nor any member of his or her immediate

1 family, shall have any direct or indirect interest in the contract.

2 **ARTICLE 21 – EQUAL EMPLOYMENT**

3 Consultant agrees that during the performance of this Agreement, it will not
4 discriminate against any employee or applicant for employment because of race, color,
5 religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap,
6 medical condition or marital status.

7 **ARTICLE 22 – CHANGES, AMENDMENTS AND MODIFICATIONS**

8 No change, amendment, or modification to this Agreement shall be effective unless in
9 writing and signed by the Parties hereto.

10 **ARTICLE 23 – SEVERABILITY**

11 In the event that any condition or covenant herein is held to be invalid or void by any
12 court of competent jurisdiction, the same shall be deemed severable from the remainder of
13 the Agreement and shall in no way affect any other covenant or condition herein contained as
14 long as the invalid provision does not render the Agreement meaningless with regard to a
15 material term in which event the entire Agreement shall be void. If such condition, covenant,
16 or other provision shall be deemed invalid due to its scope or breadth, such provision shall be
17 deemed valid to the extent the scope or breadth is permitted by law.

18 **ARTICLE 24 – WAIVER**

19 Waiver by any party to this Agreement of any term, condition, or covenant of this
20 Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by
21 any party of any breach of the provisions of this Agreement shall not constitute a waiver of
22 any other provision, or a waiver of any subsequent breach or violation of any provision of this
23 Agreement. Acceptance by the City of any work or services by Consultant shall not constitute
24 a waiver of any of the provisions of this Agreement.

25 **ARTICLE 25 – ENTIRE AGREEMENT**

26 This Agreement, including all Exhibits is the entire, complete, final and exclusive
27 expression of the Parties with respect to the matters addressed therein and supersedes all
28 other agreements or understandings, whether oral or written, entered into between the

1 Consultant and the City prior to the execution of this Agreement. No statements,
2 representations or other agreements, whether oral or written, made by any party which are
3 not embodied herein shall be valid and binding unless in writing and duly executed by the
4 Parties of their authorized representatives.

5 **ARTICLE 26 – GOVERNING LAW; VENUE**

6 This Agreement shall be interpreted, construed, and governed according to the laws of
7 the State of California. In the event of litigation between the Parties, venue in state trial
8 courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District,
9 located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in
10 the United States District Court, venue shall lie exclusively in the Central District of California,
11 in Los Angeles.

12 **ARTICLE 27 – MISCELLANEOUS**

13 1. The Parties waive any benefits from the principle of *contra proferentum* and
14 interpreting ambiguities against drafters. No party shall be deemed to be the drafter of this
15 Agreement, or of any particular provision or provisions, and no part of this Agreement shall
16 be construed against any party on the basis that the particular party is the drafter of any part
17 of this Agreement.

18 2. This Agreement may be executed in counterparts, and when each party hereto
19 has signed and delivered at least one such counterpart, each counterpart shall be deemed an
20 original and, when taken together with the other signed counterparts, shall constitute one
21 Agreement, which shall be binding upon and effective as to all parties hereto.

22 3. Article titles, paragraph titles or captions contained herein are inserted as a
23 matter of convenience and for reference, and in no way define, limit, extend, or describe the
24 scope of this Agreement or any provision hereof.

25 ///

26 ///

27 ///

28 ///

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

3 **CITY OF INGLEWOOD**

RIDECO, INC

4
5 _____
6 James T. Butts, Jr.,
7 Mayor


8 _____
9 Prem Gururajan,
10 Chief Executive Officer

11 **ATTEST:**

APPROVED AS TO FORM:

12 _____
13 Yvonne Horton,
14 City Clerk

15 _____
16 Kenneth R. Campos,
17 City Attorney

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ATTACHMENT NO. 2

AGREEMENT NO.: _____

EXHIBIT "A"
PROJECT TERMS AND SCOPE OF WORK

Contract Length 1 year (12 months)
Transportation Operations Provider Prime Time Shuttle

Estimated Vehicle Count 6 vehicles (2 wheelchair accessible)

Estimated Annual Service Hours 17,520
8 hours per day
365 days per year

Implementation \$15,500.00
Training
Project Set Up
Employee Onboarding

Vehicle Branding \$45,000.00
Total Setup & Implementation Fee \$60,500.00

RideCo. and Vehicle Operations (Hourly Cost) \$63.25
Insurance
Maintenance
Storage
Fuel
Wifi
Cleaning

Total Year One Operating Cost \$1,108,140.00

Total Year One Cost \$1,168,640.00

Note: One year cost is based on 6 vehicles. Cost may be revised based on flex of vehicle count.

5. Statement of Work

a. Pilot Target Audience

The proposed service will serve residents living in Inglewood who work at LAWA jobsites at the Central Terminal Area. Through the pilot, RideCo will prove the viability and efficacy of microtransit in Inglewood, gather key performance data, and optimize the City's use of initial funding resources. We understand that the City of Inglewood expects that the service will be used by other employees of LAWA locations in future years.

b. Pilot Technology Attributes

RideCo's microtransit solutions are fully demand-responsive and dynamically routed. The proposed service will group Inglewood residents together in vehicles (our software optimizes for shared rides) and will maximize the number of riders per trip. However, our software only groups rides together up to the point where all riders currently in-transit on a given vehicle will arrive on time at their respective drop-off locations. Our software is customizable in this and many other regards, so we can ensure that the City's priority of getting all passengers to work on time is always met.

The service will make use of the zones and virtual stops outlines in the RFP, though we are able to add additional virtual stops in the future in virtually no time and with zero downtime in the system.

The City of Inglewood-branded app will be available for free download from the Google Play Store and the Apple App Store. The app will be customized and include information about the service such as the service hours, FAQs, a support phone number, and in-app feedback tools. The app supports multiple booking modes, as explained below.

Riders can download the passenger app to their iPhone or Android smartphone. Registration is very user friendly and takes just minutes, requiring only a means of payment, an email address, and the user's cell phone number. Riders will use the mobile app (or call in to a telephone support line, as explained below) to book a ride that is either on-demand or pre-scheduled; RideCo's software is fully capable of booking real-time on demand bookings. The app (or operator) will provide a ride booking confirmation that includes a virtual stop within the configured walking radius (e.g. 250 feet) for pickup, and a virtual stop that is within the configured walking radius of their destination. The booking will include a description of the virtual stop as well as access to walking directions, and stops will be vetted for rider convenience and for rider and driver safety.

Inglewood residents will be in control of their commute experience. They will know their pickup window and guaranteed arrive-by time before booking and can choose to book a time that will get them to work on time every time. Our software also allows commuters to book multiple trips for the same time every day for multiple days in a row (subscription booking) if desired,

and allows a single passenger to book multiple seats, ADA-accessible seats, and other customized trip details (seen in the screenshots below).

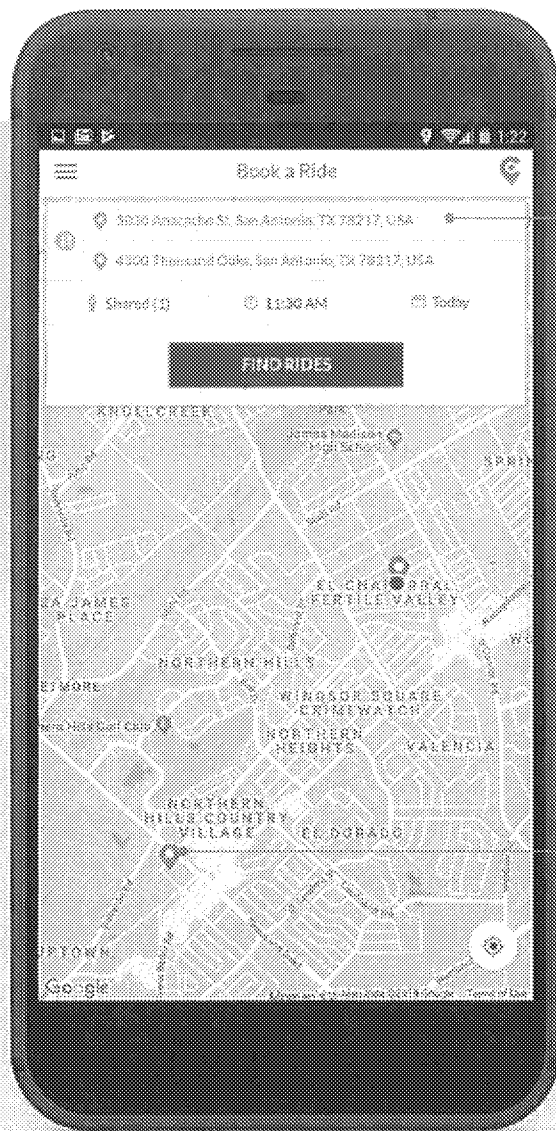
The RideCo smartphone app is the key to empowering riders, ensuring on time drop-offs and providing effortless commutes.

Riders who do not own smartphones will be served with the same industry-leading levels of service as well, however. These riders will be able to call in to a telephone support line to book a ride that is either on-demand or pre-scheduled. The operator will provide a ride booking confirmation that includes a virtual stop that is close to the rider's destination. As with in-app booking, phone bookings all include a description of the virtual stop as well as walking directions (as applicable). The hours of the call center will be the same as those of the service, or as deemed necessary by the City.

Customers can request additional assistance, ask questions, make complaints, and receive general support by calling a customer service representative at the call center or by submitting a complaint through the app itself. WeDriveU's customer service experts at the call center will respond to all passenger inquiries and complaints within 48 hours of receiving them.

Cancelling a trip is as quick and easy as booking and takes merely the touch of a button in the app or a second quick phone call to the call center. Users can cancel trips up to the minute they're scheduled to be picked up. Since customers are provided with real-time pickup ETAs, they will instantly be notified of any delays regarding their pickup; customers can also track their vehicle in real time (explained below).

The following screen captures demonstrate the process through which passengers will use the mobile app to book rides, designate pickup and drop-off locations, view real-time pickup and drop-off data, get to virtual stops, and enjoy demand responsive dynamic service with less walking, shorter wait times, and faster trip times. Each ride has a set pickup and arrive-by time, which is our promise to get passengers to their destination on time.



1

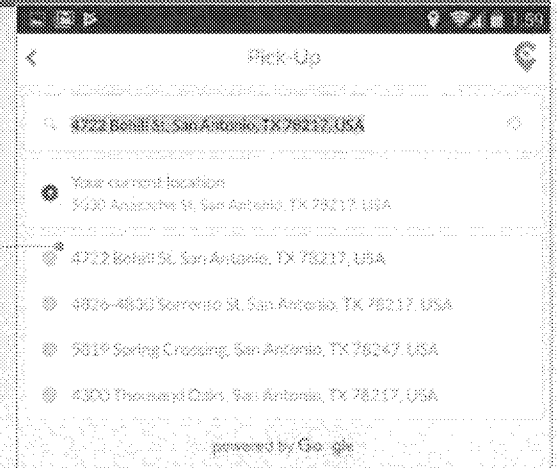
1. Type in your *pick-up* and *drop-off* locations. Specify the *time and date* of your trip. You can ride instantly on-demand or book rides days in advance.

2. Riders can select pickup and/or drop-off locations from their *recent history* or from a list of saved “*favourites*.”

3. If you don't know your location address, simply tap on the map to select your pickup and drop-off locations.

3

2



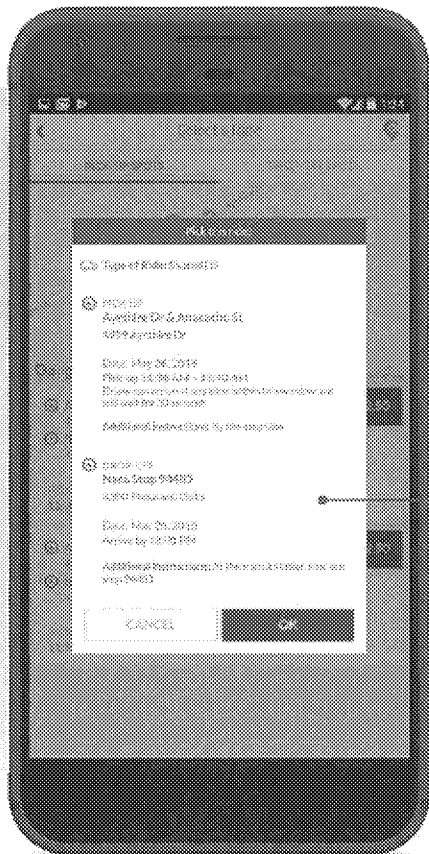
The RideCo system takes only seconds to propose a multiple trip options to the rider, and each option includes a promised arrive-by time, which ensures riders get to their destinations on time and/or make their connections.

<ul style="list-style-type: none"> ⊙ Ayrshire Dr & Anacacho St 4999 Ayrshire Dr ⊙ Naco Stop 94483 4300 Thousand Oaks 	\$2.50
PICK-UP 11:30 AM - 11:40 AM	ARRIVES BEFORE 12:01 PM

<ul style="list-style-type: none"> ⊙ Ayrshire Dr & Anacacho St 4999 Ayrshire Dr ⊙ Naco Stop 94483 4300 Thousand Oaks 	\$2.50
PICK-UP 11:55 AM - 12:05 PM	ARRIVES BEFORE 12:26 PM

- The "arrives before" time ensures passengers can share the ride and arrive before a promised drop-off time.
- This is key to *effective ride sharing* in dynamically routed vehicles.

The RideCo platform incorporates both predictive and real-time traffic in its dynamic routing engine. The incorporation of accurate traffic data in real-time ensures that RideCo provides accurate ETAs and travel time estimates for rider communications and driver route planning.



Pick this ride?

↻ Type of Ride: Shared (1)

⊙ PICK-UP
Ayrshire Dr & Anacacho St
4999 Ayrshire Dr

Date: May 26, 2018
Pick-up 11:30 AM - 11:40 AM
Driver can arrive at any time within this window and will wait for 30 seconds

Additional instructions: By the stop sign

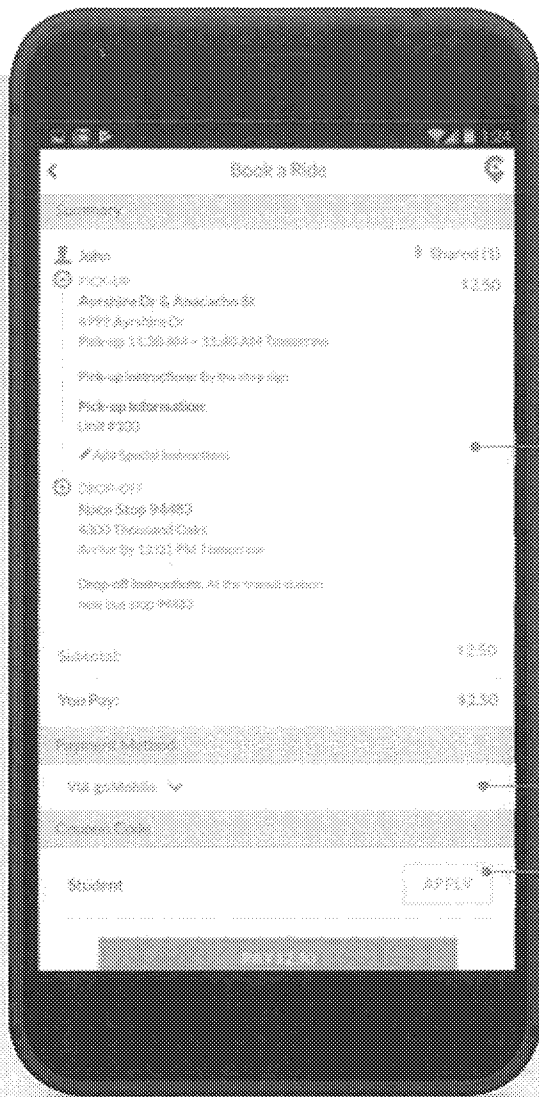
⊙ DROP-OFF
Naco Stop 94483
4300 Thousand Oaks

Date: May 26, 2018
Arrive by 12:01 PM

Additional instructions: At the transit station near bus stop 94483

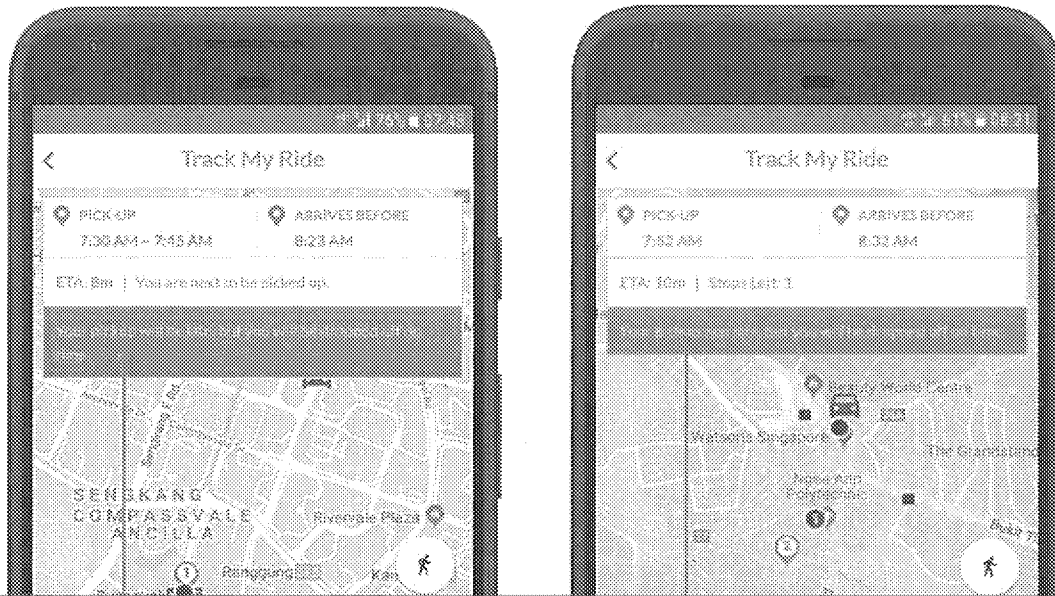
CANCEL OK

- Additional *descriptive information* is provided for each virtual stop

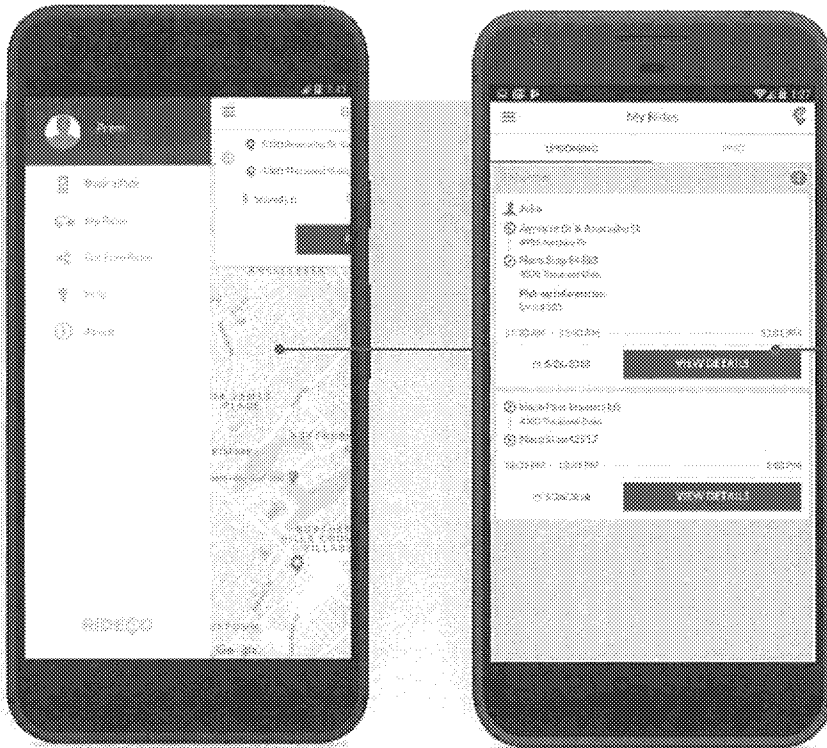


1. Riders requiring doorstep (if applicable/enabled) pickups can enter additional pickup information for the driver
2. If a fee is charged, riders pick their payment option – E.g. Credit Card, Pass, or Transfer
3. Enter a discount code to reduce the standard ticket price. Discount codes can be configured for employer paid rides, students, seniors, and special events

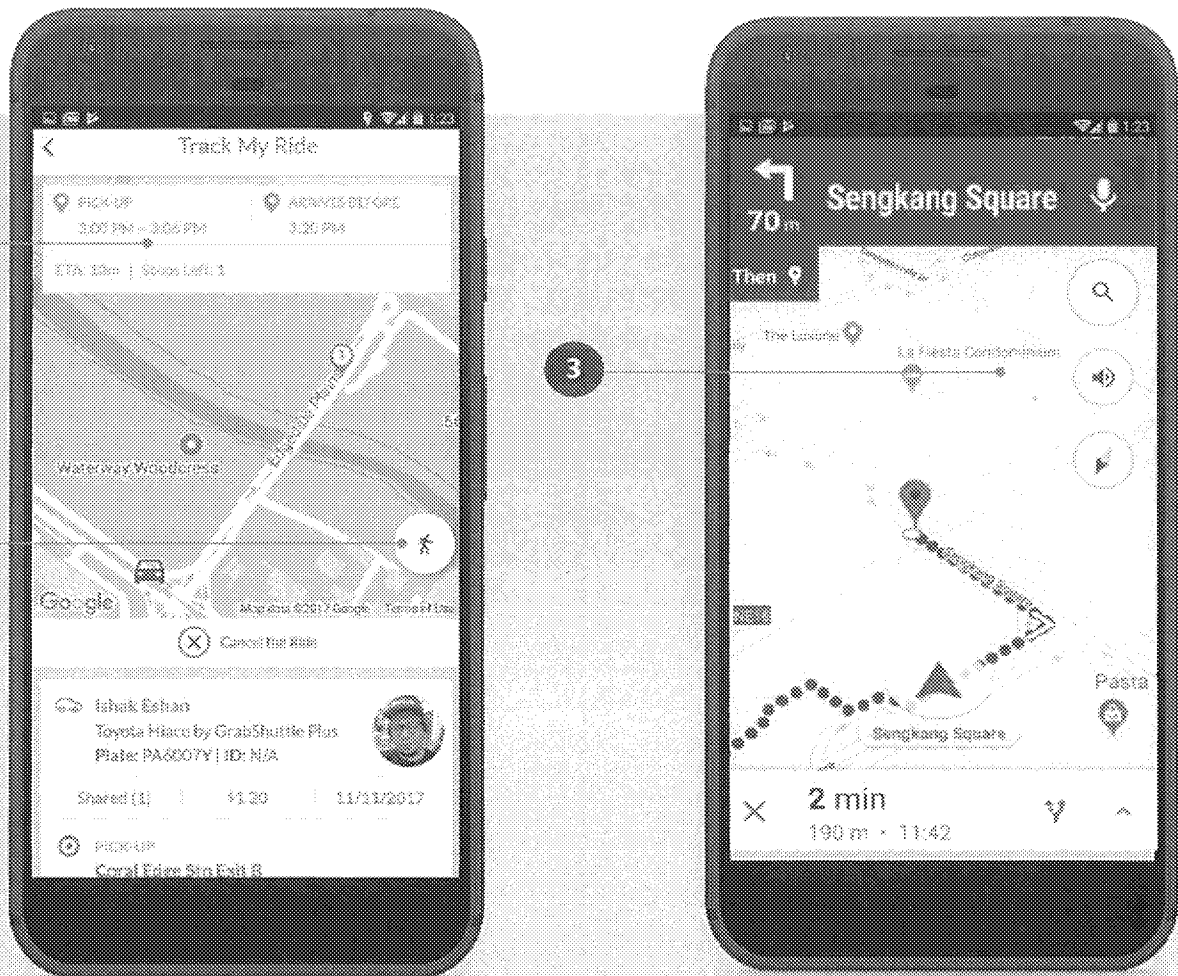
The screen captures below illustrate features that ensure riders enjoy a high quality experience, such as in-app vehicle tracking, real-time ETAs, a promised “Arrive Before” time, a list of all upcoming trips made using the app’s pre-booking functionality, and walking directions to the rider’s virtual stop (if applicable). These features are customizable to meet Inglewood-specific requirements.



- Get continuous updates regarding your pick-up or drop-off times, remaining stops, and potential delays



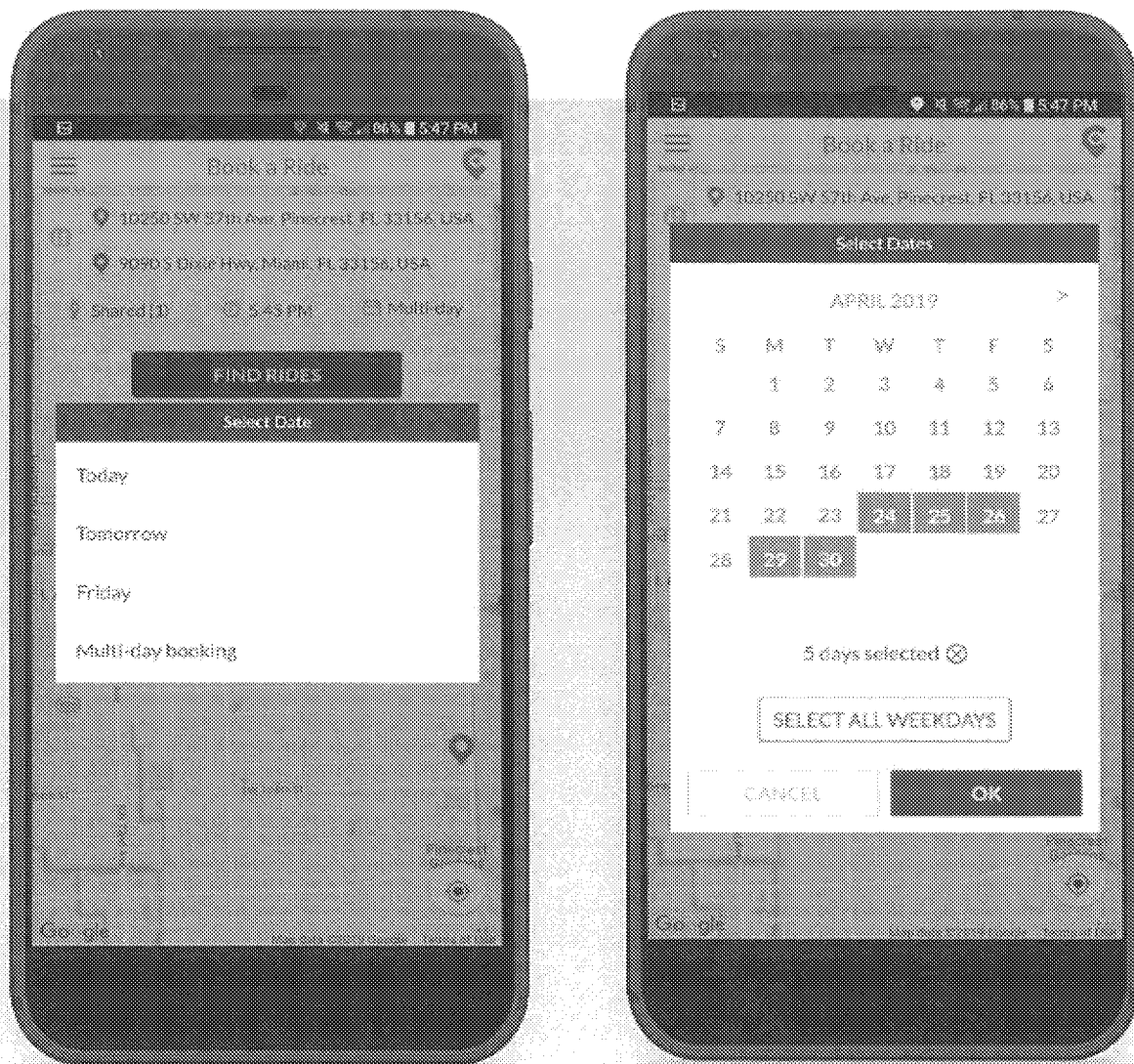
- Keep track of upcoming pre-scheduled rides, and completed rides



1. Track your vehicle / driver and ETA.
Call the driver (optional feature) for last minute coordination.
2. Press this button to get *walking directions* to your pickup location if you are going to a virtual stop.
3. Walking directions to your stop are then provided in Google Maps.

RideCo's dynamic routing platform ensure that service vehicles remain on schedule, which allows riders to be dropped off in time to transfer to fixed-route transit or start their shift at work. Service regions are restricted so that riders are never more than a few minutes' walk from the nearest virtual stop and stops are never more than a specific distance from destination transit hubs (if applicable). Our service region restrictions can be updated as necessary in a matter of minutes with zero downtime, and we regularly use this feature in our other services as a proactive measure.

Our software also allows commuters to book multiple trips for the same time every day for multiple days in a row (subscription/bulk booking) if desired, and allows a single passenger to book multiple seats, ADA-accessible seats, and other customized trip details.

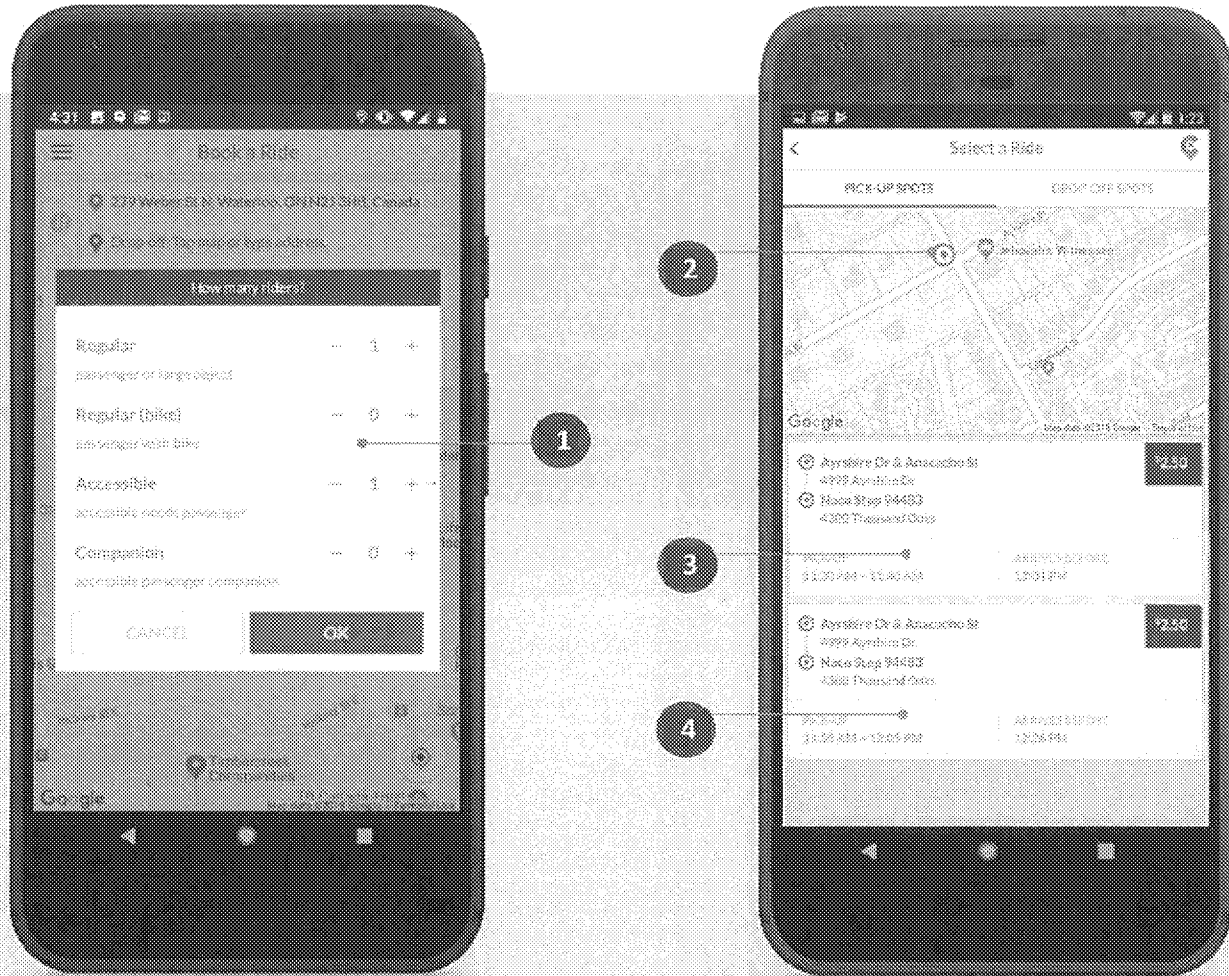


Riders requiring accessible service (in specially equipped vehicles) will have the option to request accessible vehicles upon booking. Wheelchair accessible vehicles will run during all service hours. These accessible vehicles will serve all types of passengers at virtual stops. They will be lift or ramp equipped to accommodate mobility limited users in wheelchairs (motorized and non-motorized), and riders making use of walkers, canes, and crutches. Riders with speech impairments, vision impairments, and hearing impairments will be accommodated, as well as riders with service animals.

When booking a ride, passengers can request specific seat types to accommodate special needs, additional space requirements, companions, or other unique services the transit agency is interested in offering. Examples of custom seat selection include:

- Regular (passenger or large object)
- Accessible (lift or ramp equipped)
- Companion (accessible needs passenger companion)
- Pet-friendly (as applicable)
- Bike rack equipped
- Additional luggage or large object requirements

The booking screen of RideCo's rider app (as seen below) will be customized to include the above-listed seat types or any additional seat types requested by the City. Our software has the ability to allow a single rider to make a booking for more than one passenger (if the City so desires).



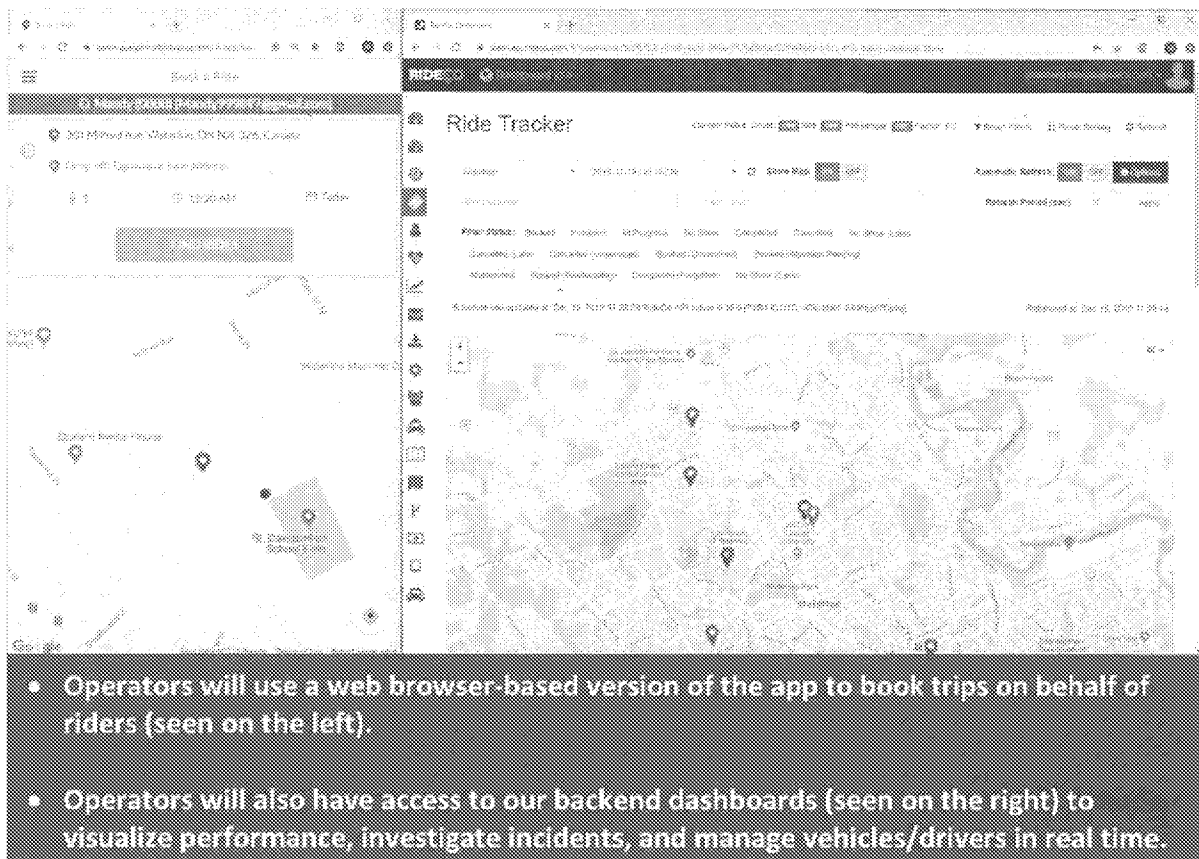
1. Select the *type and number of seats* you'll need.

2. This is your *virtual stop or doorstep* pickup location (as applicable).

3. We'll show you the best available trip options with specific *pick-up/drop-off times*.

4. Multiple options are *dynamically generated* based on existing ride bookings, vehicle locations, and feasible dynamic route changes. *Frequency of service is configured to the operator's specification.*

After each trip, riders are prompted to give their trip/driver a rating out of 5 stars. Customers can also send trip feedback and other messages through the app, which creates a ticket in a digital support tool (such as Zendesk). WeDriveU will operate the customer care line to book rides or make inquiries about accounts and past/upcoming rides and will inform the City of all non-emergency incidents or customer complaints within 48 hours and all serious incidents or emergencies immediately. RideCo will provide training and regular performance feedback for customer care agents as part of pre-launch operations.



Riders who do not own a smartphone will be able to call in to a telephone support line to book a ride that is either on-demand or pre-scheduled. Operators will use a web-based version of the app to book trips on behalf of riders (seen above). The operator will provide a ride booking confirmation that includes a virtual stop that is close to the rider's destination.

Riders of the proposed service will have the ability to book rides on-demand (in real time) as well as in advance. Drivers for the service will verify the identity of each rider upon boarding using the rider's LAX badge and app account; the registration process will additionally ensure that the only verified Inglewood residents who are employed at LAX will be able to set up account/book trips. The extensive data sets RideCo will send to the City regarding the service and its performance, including riders' home locations (explained in detail below in section j),

Assessments and Evaluation) will allow the City to easily calculate reductions in greenhouse gas emissions and total vehicle miles traveled.

RideCo's services can be customized extensively, including the ability add/remove/move virtual stops based on ridership demand patterns, the ability to limit vehicles to pickups in certain zones. We allow riders to select which trip they would like to take from a list of options in order to make commutes as convenient and as painless possible, which allows riders to ensure they arrive at work before their shift start times.

Our software uses both real-time and predictive traffic patterns/conditions in routing vehicles, and routing variables can be customized for effectiveness. Our operations analysts work continuously to optimize numerous variables of service to achieve a delicate balance between maximizing ride sharing and getting every single rider to work by the arrive-by time promised in-app.

Regarding driver wait times and customer notifications: both of these parameters of service can be customized to City specifications, although we have recommended standard phrasing and wait time limits that we will discuss with the City post award, as we always want to ensure that one rider cannot significantly delay an entire vehicle of riders; similarly, we wish to avoid an accumulation of errors scenario wherein simultaneous riders are all late to their respective designated pick up locations and the service vehicle falls significantly behind schedule.

As requested in the RFP, riders of the proposed service may use the service without entering a credit card number, as we allow for both offline payments and employer-subsidized fares (wherein the rider enters a special code to receive a discounted fare). The proposed commuter service for Inglewood-LAX specifically will use this discount code system, since rides will be 100% subsidized during the pilot year. All registered riders will be whitelisted in the program so that only these verified users can book rides.

RideCo has the ability to track rider no-shows and send a warning message via email and/or SMS when a rider does not arrive at their pickup location on time and does not cancel their ride. At the behest of the City, we will remove any individual from the program whose number of no-show incidents exceeds x times within a continuous y-week period of time (to be determined by the City in the pre-launch planning phase). We also have the ability to include monetary penalties for late or no-show riders if the City is interested in exploring this option.

When a rider confirms a trip, they see a confirmation screen telling them their pickup and drop-off times and locations and are sent an email with these same details and a receipt of payment. Automated SMS messages are then sent to the rider: one when their vehicle is on its way and a second when the vehicle arrives at the pickup location (including driver and vehicle details/description). Push notifications can also be sent to entire groups of users through SMS and/or email to notify riders of service changes.

Our backend dashboard suite provides all City-required reporting and more, including cost per trip, trips per vehicle hour, trip request by booking time (on demand or pre-scheduled (and when)), pickups/drop-offs by virtual stop, rider trip ratings and feedback, successful booking searches, failed booking searches, new accounts, usage by user, number of no-shows, number of cancellations, abandoned searches, average and individual trip times, and number of unique accounts. Reports and dashboards can be customized to show additional specific metrics in which the City is interested. For detailed explanations of our data reporting systems (including screenshots), please see section j, Assessments and Evaluation.

c. Pilot Service Hours/Frequency

RideCo will work with the City to determine the hours of operation for the proposed service such that costs are kept at a minimum while serving the maximum number of riders in the most efficient manner; riders will wait no more than 30 minutes from time of booking to pickup, as specified in the RFP, however we recognize that this may be amended by the City based on pricing results, RideCo's recommendations, and additional data obtained from employers involved in the pilot prior to service launch. WeDriveU has the ability to provide flexible vehicle operations, wherein all vehicles will be in service during peak hours and fewer vehicles will run during slower times of day/night.

d. Fare Collection

The RideCo platform supports multiple payment models and fare structures. Typically (depending on what is desired by the transit agency or city), we allow riders to choose how they wish to pay from a number of means, including credit card, transit pass, or cash. To pay with credit card, the rider enters their card details in the app and has that processed and stored by our third-party payment processor Braintree (a division of PayPal). RideCo does not directly store credit card information.

Users without a banking institution or who do not own a credit card have the following options:

- Use a pre-paid credit card, which can be purchased with cash at convenience stores or gas stations and used to purchase rides in the mobile app
- Use an existing fare structure such as a monthly or reloadable transit pass (if integrations are desired and performed at launch)
- Pay with cash (if allowed by the transit agency)

The RideCo platform can be configured to allow riders to pay with a transit pass or use a transfer from a previous ride. If the rider chooses to pay on board, the booking is accepted and payment is validated by the driver at the time of pickup. RideCo can use this mechanism to support any local prepaid cards or payment systems, such as Metro's TAP card. Our pricing structure includes all software and required hardware configuration.

In the specific case of passengers in the Inglewood-LAX commuter pilot, fares will not be charged to the rider directly. Rather, the rider will enter a special code to obtain a 100% discount. In our other services, typical codes might include “student” as the special code to obtain a student discount to a fare. Similarly, eligible riders with accessibility requirements are provided a special code upon account registration that they must enter to book an accessible vehicle. The unique code to be used by passengers of the proposed service (to be determined during the pre-launch planning phase) will allow rides to be booked free of charge (to the end-user). Then, a bill for all the subsidized rides taken will be submitted to the City at the end of each month.

After the end of the pilot year, fares may be paid by employees, by employers, or by a combination of the two (i.e. the employer may subsidize only, say, 85% of each fare, rather than the full 100% (as during the pilot)).

RideCo has the ability to restrict users or exclude users based on zip code/address, phone number, email address, credit card number, or other determinants specified by the City. We will also advise and support the City in bridging technology solutions surrounding payment and fare collection processes with Metro’s MicroTransit Pilot Project as requested.

e. Microtransit Zones and Priority Virtual Stops

The zones and virtual stops proposed in the RFP document will be vetted, verified, and finalized by RideCo in coordination with the City during the pre-launch planning phase. In determining the final locations of virtual stops, we consider locations from which riders book trips most often, how accessible these locations are on foot, and how safe these locations are for onboarding passengers. We will consider new virtual stop locations throughout the pilot using these guidelines as well as new ridership data obtained during the first months of the service. We have the ability to add additional virtual stops with as little as one day’s notice and with zero downtime in the system. Additionally, if LAX allows the vehicles for this service access to their Bus Only Lanes, we would look into adding virtual stop locations at the airport to better serve riders.

f. Vehicles and Vehicle Demand Modelling

WeDriveU and RideCo suggest the following types of vehicles for this project. We have the resources and vendor relationships to easily procure additional vehicles for this project as demand increases.

Option 1: Ford Transit XLT Passenger Van

The Ford Transit XLT passenger van accommodates up to 15 passengers: fourteen (14) ambulatory passengers (excluding driver). These



can be configured to accommodate two (2) mobility devices such that they are fully ADA-compliant. Vehicle features include:

- Park Sense Rear Park Assist System
- Lowered Floor Entry
- Backup alarm
- Driver and passenger steps
- Manual ramp
- Passenger handrails

Option 2: Toyota Sienna Van

The Toyota Sienna accommodates up to 7 passengers (plus the driver). This vehicle is ADA compliant and is under the GVWR limit of 8,500 lbs. Standard features include:

- 12" lowered floor
- Manual ramp
- Backup alarm
- ADA compliant 56" high ramp entry door and left door
- Interior LED lighting
- Belt cutter



Other vehicles besides these may possibly be used, though any vehicles used in providing rides for this service will meet the weight restrictions and fuel-type restrictions laid out in the RFP.

g. Service Design Verification and Refinement

The following timeline will allow for the proposed service to launch in under eight weeks and in time for the City-desired deadline of April 22, 2020.

Responsibility of:	Launch Activity	Pre-Launch							22 Apr	Post-Launch				
		Week <	-7	-6	-5	-4	-3	-2	-1	0	1	2	3	>4
	<u>Develop & Finalize Service Plan</u>													
RideCo	Model Zone demand and identify virtual stops													
RideCo	Run simulations to validate KPIs, vehicle count, & schedule													
RideCo & Inglewood	Finalize service model													
WeDriveU	Procure vehicles (as required)													
RideCo & Inglewood	Finalize service boundaries & tune virtual stop locations													
	<u>Develop & Finalize Fare Structure & Collection Plan</u>													
RideCo & Inglewood	Determine fare prices & structure (based on simulations & unit cost)													
RideCo & Inglewood	Determine fare collection methods & test collection plan													
	<u>Develop & Finalize Marketing Plan</u>													
RideCo & WeDriveU	Obtain City of Inglewood branding materials from the City													
RideCo & Inglewood	Build website / FAQ & create campaign calendar, signage & print media													
	<u>Deploy Technology & Train System Users</u>													
RideCo	Deploy backend dynamic routing / dispatch system													
RideCo	White label & publish apps to app stores													
RideCo	Setup Zendesk ticketing system for passenger support													
RideCo & WeDriveU	Best practices training for telephone support, software, & dashboards													
RideCo & WeDriveU	Comprehensive platform & fare collection testing with actual drivers													
	<u>Onboarding Drivers & Vehicles</u>													
RideCo & WeDriveU	Complete vehicle branding													
RideCo	Train drivers on use of app													
WeDriveU	Determine & provide driver schedules													
	<u>Soft Launch Testing & Marketing</u>													
RideCo, Inglewood, WDU	Mock go-live with small group of users (validate KPIs & support responses)													
RideCo	Provide additional training as required													
RideCo & Inglewood	Publish website / FAQ & begin media relations / pre-launch promotions													
RideCo & Inglewood	Launch publicity event													
	<u>Public Launch</u>													
RideCo, Inglewood, WDU	Launch service to public													
RideCo	Conduct ride-along tests daily for the week													
RideCo	Post-launch service model tuning													
	<u>Post Launch</u>													
RideCo	Execute activities as per campaign calendar & review performance													
RideCo & WeDriveU	Regular performance monitoring (Weekly & monthly performance reports)													
RideCo	Service plan adaption & driver schedule updates													
RideCo & Inglewood	Post-Launch Marketing (as determined in the pre-launch planning phase)													

Besides these pre-launch activities, RideCo will also analyze, verify, and finalize the City’s service design based on the capabilities of our software, service costs, and new/additional ridership and other data obtained by the City.

The following are identified risks for the proposed service and RideCo's plan(s) to proactively manage and mitigate them to assure a consistent and quality-controlled service:

- **Risk: Failing to hit desired ridership levels**

It is RideCo's understanding that the City's goal for this pilot service is to serve the maximum number of riders in the most efficient manner, however since this a brand-new service there is no guarantee of specific levels of ridership.

We have identified several aspects of the service model that can be optimised in order to increase the number of riders served and/or the efficiency of the service. For instance, the number of virtual stops could be increased (particularly in the northern and northeastern areas) so that more riders living in the proposed zones are able to get rides with minimal walking. Another example of an improvement that could be made to the service as it is proposed in the RFP is that the wait time for pickup could be decreased, possibly closer to 20 than the required 30 minutes (though this factor is dependant upon available budget and employee shift start times during peak hours). The less time riders have to wait to be picked up from the time of booking, the more comparable a service becomes with solo driving. We are confident that our microtransit service will rival trip times for solo driving and make commutes as smooth and stress-free as possible for Inglewood residents. Additionally, the fully subsidized rides for the duration of the pilot are likely to spur ridership to sustainable levels rather quickly.

We have submitted our proposal to comply with all RFP service requirements, but if awarded this contract we will work with the City to further tune the service model across the zones in order to achieve a the most efficient service possible given ridership demands and the available vehicle counts for the service during on- and off-peak hours.

- **Risk: Bus lane usage not allowed / LAX traffic**

On page 9, the RFP states: "Should the service be given access to the Bus Only Lanes at LAX, stop locations could expand to every terminal" – implying that the City has not yet been granted access to these bus lanes. Not being allowed access to these bus lanes would cause twofold problems: firstly, the number of stops where passengers can be dropped off will be limited, so that being dropped off in certain approved locations may require longer walking times than the RFP-specified 3.5 minutes for some riders. Secondly, without the use of this bus lane, the near-constant heavy traffic at and around LAX would add significantly to average trip times.

This risk and the issues associated with it can be mitigated as follows: RideCo's software accounts for real-time traffic conditions and provides accurate ETAs to riders. Vehicle locations and ETAs both are updated every few seconds so riders now exactly when they need to book trips by in order to still get to work on time – even in heavy traffic conditions. Furthermore, our service design team will ensure that our software accounts for these extended trip times, especially during peak periods, and will ensure that riders still arrive on time (although this will likely come at the cost of decreased rates of ride

sharing). Additionally, as the service is going to run late at night and possibly even overnight, the LAX-area traffic is likely to be less heavy during these times.

h. Launch Preparation

Preferred Fleet Operator: WeDriveU

WeDriveU's training includes customer service training for call center agents; airport routes, ADA lift operation, and safety procedure training for drivers; and maintenance training for their maintenance specialists as well as drivers.

Drivers - Requirements, Selection Criteria, Background Checks, and Drug Testing

WeDriveU Driving Record History and Language Requirements:

- Eligible candidates shall have no than two moving violations in the past 3 years.
- Eligible candidates can have no at fault accidents or major violations (DUI, DWI) in past 7 years.
- Eligible candidates are required to speak, read, and write English proficiently.

WeDriveU keeps electronic copies of current licenses on file for all driver classifications in their Driver Management System to verify that all drivers are properly licensed to operate their assigned vehicles. In addition to keeping the licenses on file, WeDriveU also implements a pre-employment Motor Vehicle Records search and ongoing records monitoring for all driving positions. Motor Vehicle Records search and monitoring are administered by Samba FleetWatch® for WeDriveU.

WeDriveU will perform background checks on all drivers in accordance with WeDriveU's criminal background screening policy. These background checks are conducted by ADP Screening Services.

The specific requirements of WeDriveU's criminal background screening policy include:

- First Check: valid social security number.
- National Sex Offender Registry with State Level verification.
- Search of all national government restricted lists, including any list of restricted or prohibited individuals issued by OFAC.
- Smart Scan: Identifies locations where candidate has lived, as well as find locations of potential public records that require further investigation.
- Search County, State, and Federal Court Records.
- Eligible candidates shall have no record of criminal or misdemeanor convictions within the past 3 years related to the possession, sale, or use of illegal drugs.
- Employees have a background check performed to the above standards every year.

WeDriveU screens all drivers for legal and illegal substances via an independent medical agency, in accordance with the U.S. Department of Transportation regulations. WeDriveU requires a pre-employment urine analysis test for the presence of marijuana, opiates, cocaine,

amphetamines and phencyclidine. All drivers must consent to be entered into an Anti-Drug Testing and Alcohol Misuse Prevention Program administered by Norton Medical Industries in compliance with DOT 49 CFR 40 and 49 CFR 382.

Driver Training

Below is a condensed outline of the WeDriveU training program and objectives which typically take place over a period of 2-3 weeks prior to active service. We will provide complete training manuals to the City upon request.

Customer Focus Training Objectives include:

- Understanding how to handle inquiries and/or complaints in ways that create improved, lasting relationships with patrons and clients.
- Learning to promote positive "chemistry" between employees and patrons/clients by recognizing and responding to the needs of each individual.
- Learning how to handle doubt, misunderstandings, and objections.
- Acquiring techniques for seeing issues from patrons/clients' perspectives; creating value-adding options for patrons/clients, and ensuring patrons/clients recognize the added value they are getting.
- Learning how to gain agreement from patrons/clients

During on-road training, the instructor:

- Observes each of the student's habits prior to delivering individualized coaching.
- Performs a demonstration drive for the group to show how to apply Smith System principles on road.
- Coaches each student behind the wheel while the remaining students observe.
- Conducts a Backing/Parking exercise to emphasize the choices available in parking situations as well as the recommended approaches to parking safely.
- Conducts the evaluation drive process with each driver while the remaining drivers assist in the evaluation process.
- Administers an On-road Quiz that highlights the value and practical application of the day's training.

Students receive a written evaluation of their driving abilities, written materials to continue enforcing good habits and a certificate of completion. Students must successfully complete the training in order to receive that certification.

City of Inglewood Specific Training Will Include the Following:

- Vehicle Familiarization Training
- RideCo Driver App Training
- Vehicle Inspection Training
- Onsite Local Knowledge and Culture Training
- On-Demand Route Training

- Maintenance Protocol
- Parking and Storage Locations
- Lost & Found Protocol
- Additional City-Requested Trainings

Airport Area and Roads

WeDriveU ensures all drivers are very familiar with a service area before allowing them to drive active service vehicles. Drivers will do multiple pre-launch test runs without passengers on board before driving for active service. Initial active service runs will be closely supervised by a trainer.

Safety

WeDriveU has strict safety policies and specific protocols and procedures that drivers must follow in their WeDriveU Shuttle Driver Safety Manual, which will be provided to the City upon request. This outlines detailed directions and protocols for both general and specific emergency and safety situations. Situations include fire, air loss, overheating, railroad tracks stall, vehicle evacuation procedures, accident reporting procedures and more. For the City of Inglewood, the emergency contact will WeDriveU's Program Manager during operating hours and their Operations Control Center will be the contact outside of the PM's working hours.

WeDriveU abides by all applicable federal and state regulations. WeDriveU is registered as follows:

United States Department of Transportation (USDOT): #2286995
CA # 225455
PUC # TCP0014288-A

Maintenance

WeDriveU recently implemented their operations control center based in their Burlingame, CA offices. Operating 24 hours per day, this command center allows for proactive monitoring of their nationwide fleet, driver management, traffic guidance, maintenance control, performance analysis and tools to identify trends and drive optimization. This new layer of management and support is designed to give our on-site teams additional supervision, assistance and assurance operations are on track and running smoothly. Detailed maintenance procedures are described below in section i, Service Operations.

Lift or Ramp Operation

Drivers will learn how to safely deploy lifts/ramps on service vehicles during their training. Vehicles with broken ramps or lifts are never used in service until properly repaired.

Technology Training

RideCo has successfully provided training/onboarding for approximately 200 drivers and 12 operators, with an additional 150+ drivers and 8 operators trained/onboarded by our clients/partners. We have developed user-friendly training documentation through our experience working with partners, drivers, and transit system operators.

RideCo staff will work with WeDriveU to provide the following training for the proposed service:

- Driver app interactive training and documentation
- Customer assistance training for support personnel
- In person 'train the trainer' training for WeDriveU operators and coordinators, on the use of the apps and dashboards
- Follow-up one-on-one training at any time (scheduled upon reasonable notice) for the trainers, co-ordinators or end users of the operations dashboards or analysis/reporting tools

All drivers go through an orientation program which includes customer service, dispatch, administration and maintenance procedures. The last phase of the orientation is for a driver to perform a "ride around" with an experienced driver for final training and to answer any questions. Our technology training teaches drivers how to handle and how to report any technology issues that might come up during operations. Drivers will be provided with handbooks that explain the use of the app and will be able to assist riders with any questions they might have about the technology.

The pre-launch activities calendar (included above in section g, Service Design Verification and Refinement) includes a timeline which includes time for testing technology and shuttle operations prior to the soft launch. The soft launch is scheduled to occur two weeks prior to the April 22, 2020 launch date.

Alternate Fleet Operator: First Transit

All new First Transit drivers receive a minimum of **66 hours** of training. The training program covers the proposed routes, vehicle operations, passenger assistance, customer service, regulatory requirements, safety and security, and other relevant topics that foster a customer-focused, high-quality service operation.

Classroom Training

First Transit operators begin their training in a classroom setting with a TSI-certified First Transit trainer. This interactive setting allows trainees to learn about the company and City expectations, interact with fellow trainees and the trainer in small groups, and get hands-on

experience with various pieces of equipment and tools used in daily vehicle operations. Each trainee receives his/her own workbook that doubles as a reference guide for the employee. This training includes eight (8) hours of Red Cross Certification and eight (8) hours of CDL training.

Behind-the-Wheel Training

To familiarize inexperienced drivers with actual on-road situations and hazards, all drivers complete First Transit's Behind-the-Wheel Training program. This training involves the following phases:

- Closed course instruction
 - Key topics include:
 - Vehicle Orientation (Pre-Trip Inspection, Seat Adjustment, Mirror Adjustment, Braking, Accelerating and Transmission)
 - Reference Points (Lane Position, Right/Left Side, Backing Point, Forward Stop, Pivot Points, Turning Points)
 - Vehicle Control (Straight in Lane, Left turn, Right turn, Lane Changing—Moving Right or Left)

- Controlled course work
 - Key topics include:
 - Smith System defensive driving
 - Intersections
 - Service Stops
 - Backing up

- Advanced road-work
 - Key topics include:
 - Smith System Commentary Driving
 - Roadways
 - Expressway/Highway Driving
 - Intersections
 - Service Stops

The safety of passengers is First Transit's number one priority — one that simply cannot be compromised. After completing behind-the-wheel training, drivers demonstrate that they have mastered required skills by successfully completing a thorough final evaluation before progressing to cadet training. New hires are not permitted to operate vehicles with revenue passengers until this phase of training is completed satisfactorily.

Cadet-in-Revenue Service Training

The last step in training—and the transition from instruction to real-world experience—is First Transit's Cadet-in-Revenue Service Training. Each trainee is coupled with a certified cadet

trainer, typically a senior operator. This one-on-one evaluation includes in-service training hours on actual transit routes.

Cadets demonstrate their ability to drive safely, provide excellent customer service, and assist persons with disabilities and mobility devices. Cadet trainers conduct a final evaluation after the Cadet-in-Revenue training is complete; only cadets who successfully pass this final stage of training are qualified to be assigned on routes. Each driver must pass a Final Evaluation to receive certification as a First Transit driver – a mandate over and above established State and USDOT requirements.

Customer Service

Customer service training is designed to simulate situations faced by transit drivers. It provides in-depth instruction on handling passengers safely and with courtesy and empathy. Skill development includes:

- How and why to make customers feel welcome
- How to communicate positively and solve problems in an outcome-oriented way
- Why policies should be followed and how to make good decisions about exceptions
- How and why to establish appropriate, professional boundaries with customers
- How to avoid and curtail emotional escalation, power wars and other unsafe behavior
- How and when to seek assistance
- How to interact with supervisors and co-workers in a mature and positive manner

In the event drivers, supervisors, dispatchers, or other personnel are the subject of customer complaints, a discussion of the incident is conducted. Employees are subject to one-on-one counseling, progressive disciplinary action (up to and including termination if deemed appropriate), supervisor ride-alongs and mentoring, and attending customer service training with a new driver's class (as appropriate).

Operators will be familiar with different disabilities and aware of how particular disabilities affect travel. Additional sensitivity training may also be provided in coordination with local interest groups such as Easter Seals, and Lighthouse for the Blind to promote awareness of disabilities and further support community transportation needs. Training will include the following securement policies and techniques:

- Correct use of the appropriate number of securements for all mobility aids: A mobility aid is any class of three-or-four wheeled device that is used by individuals with mobility impairment. Mobility aids must be properly secured.
- Securement and Safety: Lap belts and shoulder harnesses will be offered for the safety of the passengers but are not required. Reasonable efforts will be made to transport persons in oversized mobility aids, with suggestions for alternative transportation provided, upon request, by a road supervisor in a mobility-equipped vehicle. A passenger may not be refused service based on an inoperable securement system.

- **Seat Transfers:** Passengers using mobility devices may transfer to a seat if one is available. Passengers using mobility devices are not required to move to a seat due to securement difficulties that raise safety concerns. Passengers requesting to ride in a specific securement area will be secured in the seating area of their choice if unoccupied by a passenger using a mobility device.

Airport Area and Roads

Drivers will drive the area/routes first with a qualified trainer with no passengers on board. Once this training is complete, drivers will drive the routes in service with supervision from the trainer.

Driver Safety

First Transit's preferred training for all drivers includes the Smith System of Defensive Driving program. The training begins with classroom instruction and progresses to on-the-road instruction under actual driving conditions, **at a minimum of four hours each.**

Smith System is the leading global provider of advanced driver training for experienced drivers. Their proprietary Five Keys to Space Cushion Driving focuses on the core driving fundamentals of Space, Visibility and Time. The program is a results-oriented driver safety training that will reduce collisions, fuel consumption, and maintenance costs, while increasing operations cost effectiveness.

The focus of the Smith System program is not to teach people how to drive, but to teach them how to improve their driving. Through these unique on road, hands-on safety education techniques, First Transit helps to make our good drivers into better drivers. Behind-the-wheel training works to correct driving behaviors while under supervision by an instructor. At the conclusion of the instruction, drivers receive a driving checklist, a backing pamphlet, a Five Keys reminder sticker, and a certificate of completion.

OSHA training for all employees is covered using the OSHA and California OSHA standard regulations. Topics include:

- Accident reporting and investigation plan
- Back safety plan
- Bloodborne pathogens control plan
- Fall protection safety plan
- Fire prevention safety plan
- Hazard communication plan
- Personal protection equipment plan
- Hazardous waste safety plan
- Emergency action plan
- Corporate safety policy
- Electrical safety plan
- Housekeeping
- Office safety plan
- Return to work program
- Smoking policy
- Workplace security safety plan

All employees are given specific information related to California OSHA employee workplace safety rights and responsibilities.

Maintenance

Drivers are trained to perform daily vehicle inspections to ensure vehicles can safely perform service. These procedures are described below in section i, Service Operations. First Transit's local maintenance team is fully trained in the company's preventive maintenance plan. They are committed to undergoing any training related to maintenance practices specific to their proposed vehicles prior to vehicle delivery and deployment.

Safety

All drivers receive routine and continuous in-service training on the safe operation of revenue vehicles. Additionally, drivers receive annual refresher training on safe operations, and First Transit's management team tracks each driver's years of service to schedule re-training sessions. Class completion certificates are maintained in each driver's safety file.

First Transit encourages the participation of the City and its partners in safety meetings to emphasize safety as priority for our employees and highlight areas of importance.

ADA Lift Operation

During the behind-the-wheel training phase, operators will learn how to safely deploy the lifts/ramps on service vehicles. Drivers are also trained to report all lift malfunctions. Vehicles with inoperable lifts are not placed into revenue service, and do not re-enter service until every accessibility defect has been repaired and signed off by the supervisor.

Marketing

RideCo will assist the City in the design of a marketing and promotions plan, the specifics of which will be determined during the planning phase (depending on the specific needs of the service areas and of the City).

The City will execute this marketing strategy and RideCo will provide guidance and best practices for marketing based on our experience implementing microtransit in cities with similar use cases to that of Inglewood.

Effective marketing activities can be categorized into three areas that lead new users from becoming aware of the service to regularly using the service:

- Building awareness with potential new users
- Streamlining service trial by new users
- Encouraging repeat usage

The following marketing tactics have been used in our other services to quickly generate awareness and increase ridership to sustainable levels:

- i. **Signage:** Wayfinding and/or promotional signage can be placed in common areas (such as breakrooms, etc.) of the LAX employers involved in this pilot service.
- ii. **Vehicle branding:** All service vehicles will be branded to this service.
- iii. **Tabling events and/or street teams:** A hyper-local targeted campaign can be effective in reaching a significant portion of users that frequent hub areas, park 'n' rides, or existing transit routes in the Inglewood zones.
- iv. **City website promotions:** The new service could be featured on Inglewood's home page to channel users to the service's landing page
- v. **User-driven marketing:** User-driven referrals are one of the most powerful ways to build awareness and bring new riders to a service. The RideCo platform incorporates powerful user-driven digital marketing capabilities.

All branded materials used will be developed in consultation with City staff. This includes a website landing page, FAQs, vehicle branding, flyers, and signage (as applicable). The RideCo passenger app will also be white labelled to the City's brand and published through the City's app store account – if desired – as exemplified below:

// App

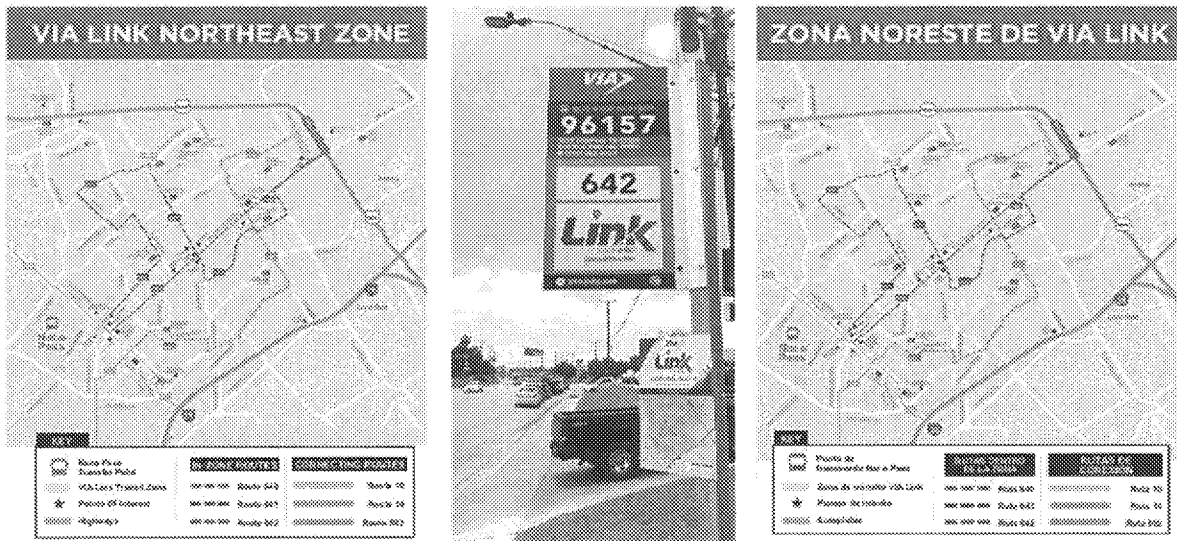


Other marketing examples might include:

// Flyers



// On-route Information



// Vehicle Programming



RideCo will assist the City as required in developing other ideas needed for the City to develop marketing materials, vehicle wraps, and other promotional elements of the service, though we understand that the City is ultimately responsible for marketing, outreach, and advertising.

RideCo's pricing will include the cost of installing vehicle wraps and other branding to service vehicles, as well as white labelling the rider app to City specification.

i. Service Operations

Service

RideCo and WeDriveU will operate the proposed on-demand shuttle service during the hours, in the service area(s), and according to the parameters finalized by the City of Inglewood in the pre-launch planning phase of this project.

The WeDriveU dispatch team will use the RideCo dashboard to monitor vehicle locations in real time. They will monitor pickups and drop-offs to confirm adherence to scheduled/predicted times, working with drivers to minimize on-time performance issues; they will also use this system for trip verification. Dispatch will communicate with drivers via the RideCo driver app or radio to coordinate responses to in-service vehicle issues.

The WeDriveU supervisor for each shift will have a tablet or laptop computer equipped with RideCo's backend dashboards to access vehicle location data, assess on-time performance, and receive/send notifications of potential impacts to service delivery. This information will allow the supervisor to easily aid the driver in recovering routes running late or other service needs.

Training

WeDriveU's training ensure that their drivers are up to date on the standards, expectations, and legal requirements imposed by clients and by federal, state, and local entities.

WeDriveU will continually monitor accidents, rider complaints, and driver comments as part of their training procedures. Adjustments are made whenever potential issues are identified, or when industry and safety standards are modified for improvements.

Remedial training will be conducted on an as-needed basis for drivers who have safety or accident-prevention issues.

Continuous Improvement

RideCo's team of operational analysts are dedicated to continually iterating upon all of our services to improve them at every possible opportunity. Using rider feedback, City feedback, and driver feedback, we will work to improve the service and how it is delivered continuously.

Technology Amalgamation

RideCo's software – including our rider app, our driver app, and our dashboards – meets and exceeds all specifications laid out by the City in the RFP. If required to provide functionality, data management, and other processes for a seamless transition to the Metro MicroTransit Pilot Project technology platform, RideCo will be able to do this without issue. We understand that this event may or may not happen, dependant upon mutual agreement between Inglewood and Metro.

Fleet Management

Recommended Fleet Operator: WeDriveU

WeDriveU will provide sufficient vehicles for each day of service, including spares or backup vehicles for emergencies or breakdowns. The abilities of RideCo's technology which will mitigate risks for the service are discussed above in section g, Service Design Verification and Refinement.

WeDriveU realizes that preventive maintenance keeps available fleets operational and providing reliable and safe transportation to passengers. Through regular inspections, they identify and address maintenance issues before they become problems. In this way, the likelihood of a vehicle breaking down during active service is exceedingly low.

WeDriveU's maintenance department ensures all systems are in safe operating condition before any vehicle is used in service. Preventative maintenance processes include, but are not limited to, inspecting a/c and heating systems, brakes, tires, and comms. Systems.

Alternate Fleet Operator: First Transit

First Transit's preventive maintenance approach focuses on predictive maintenance. For example, if their maintenance team finds that a component tends to fail around a specific mileage interval, they will recommend a fleet-wide campaign to replace all components in advance of this interval to avoid failure.

A brand-new fleet of vehicles and First Transit's proactive approach to maintenance – including daily pre- and post-trip vehicle inspections and preventive maintenance inspections and repairs – will minimize the number of component failure incidents. However, they still may happen on occasion. To maintain service reliability and continuity, First Transit immediately responds to any in-service vehicle failures.

If such an event occurs, the driver will radio the dispatcher, who will coordinate with First transit's maintenance team to quickly correct the issue and restore service. The dispatcher may patch the driver through to the maintenance team, who will attempt to talk the driver through the issue and identify the right solution. If the driver is able to fix the issue, he/she will continue the route once the vehicle is operational. If however, the mechanic determines the necessary repair cannot be made by the driver, First Transit will send a replacement vehicle to pick up the passengers and continue the route. The dispatcher may arrange for the vehicle to

be towed to the maintenance shop or for a mechanic to be dispatched to the scene of the failure to perform the repair on-site.

To preserve the favorable view of LAX, the City, and First Transit, all vehicles operating in First Transit's fleet are cleaned daily by service workers. All service vehicles undergo these cleaning and washing procedures:

- Wash and scrub exterior
- Remove any graffiti and insect remains
- Dust interiors
- Remove all trash from inside vehicle
- Sweep floor to remove all dirt, paper, etc.
- Wipe clean all stanchions and grab bars
- Wipe clean dash
- Clean interior windows, as necessary
- Clean side panels, as needed
- Mop floor and step wells
- Repair or replace broken, cut, torn or vandalized components

First Transit understands that the Los Angeles area is prone to drought conditions and therefore uses environmentally sustainable and low-water solutions to keep vehicles clean.

First Transit drivers perform pre-trip and post-trip inspections, paying close attention to graffiti that may negatively affect the appearance of vehicles. The driver notes any blemishes, scratches, or dents on the inspection reports and sent to the project manager, who will update the maintenance department with any necessary work orders related to the drivers' findings. First Transit has a zero-tolerance policy for graffiti and will ensure any signs of vandalism are removed immediately upon discovery.

Driver Management

WeDriveU will have backup drivers ready to step up in the event that a scheduled driver does not show up for a shift. Their driver training program is customizable and will ensure that drivers are familiar with the Inglewood-LAX area and the locations of all virtual stops, as well as how to onboard/verify passengers properly. As outlined in the RFP, drivers will ask each passenger to show their LAX badge to confirm they are the passenger who booked the trip.

All drivers participating in the microtransit service will receive extensive training in customer service techniques, passenger assistance techniques, and sensitivity to ensure every passenger is treated with respect.

The RideCo app allows passengers to rate their driver and provide additional feedback after each ride. Passengers can also phone WeDriveU's call center with feedback requiring a greater level of care. RideCo and WeDriveU will report all passenger feedback as required by the City. All complaints will be reviewed, responded to, and resolved promptly. Critical complaints will be investigated and responded to immediately.

Service Adjustments

Should the scope of services as outlined in the RFP change post-launch, RideCo and WeDriveU are very willing to work with the City to meet any additional requirements for or make any adjustments to the service that may become necessary.

Communication

The RideCo app has the following capabilities and features for passengers:

- A “Call the driver” function that allows riders to communicate with their driver
- Real time vehicle tracking on a Google map interface
- Up to the minute ETAs
- SMS text message alerts when the vehicle is on its way and when it has arrived
- Continuous updates on pickup and drop-off times, remaining stops, and potential delays
- Multiple seat selection options
- Passenger experience feedback tools
- The ability to review past and future trips

Coordination

RideCo and WeDriveU are committed to working with the City’s Project Manager and Transportation Demand Management team in any aspects of the service required by the RFP, including but not limited to marketing, communications, vehicle and app branding, and other things the City will provide as components of service launch and post-launch.

Late Trips

In the unlikely event that a rider is unable to get to/from work by the arrival time guaranteed in the rider app due to their vehicle falling behind schedule, they will automatically be shuffled to another vehicle’s itinerary and picked up by that vehicle instead. Our routing engine checks and (if necessary) updates all vehicle itineraries multiple times per minute, ensuring that riders are always picked up and dropped off on time. In the rare event of a major service failure, such as a vehicle breakdown with riders on board, WeDriveU will dispatch a backup vehicle and may also manually re-schedule all riders affected to the nearest service vehicle, depending on which option will get the riders to work as close to their drop-off time as possible. As the vehicles for this service will be new vehicles and will all be maintained on a rigid schedule by WeDriveU, the chances of such an event occurring are very low; this sort of incident has never happened in any of RideCo’s other services.

j. Assessments and Evaluation

RideCo’s Project Manager and operations team for this service will meet with the City’s Project Manager once per week (occasionally in person but typically over a phone call/Zoom meeting).

Additionally, our Project Manager and the Program Manager from WeDriveU will be available to meet with the City at other times upon request to discuss any operational elements the project.

In order to calculate GHG and VMT reductions for this service, RideCo will send extensive data sets to the City regarding the service and its performance, including riders' home locations. Our dashboards are customizable, and we have the ability to collect specific City-required information from riders at the time of account registration. Additional surveys, on-board feedback opportunities, in-app customized push questions, and other methods of rider input can be developed during the pre-launch planning phase of this project.

Data Sharing Methods

Data gathered will be shared with / available to the City in multiple formats:

- **Dashboards** to visualize rider, driver, and performance data, aggregated across a period or at an individual trip/driver level
- **Weekly and monthly performance reports** provided in Excel, in a performance format to be mutually agreed upon
- **Raw data exports** (rides, vehicles, times, locations etc.) in .csv format that can be further analyzed by the operator or agency staff if they desire

Dashboards

RideCo offers powerful real-time and historical dashboard for administrators. Admin can remotely login using a secure browser to view real-time data on riders, vehicles, drivers and service performance/KPIs. In addition, operators can view historical data for any day in the past or export the raw operational data for offline analysis. Different user-level permissions and access rights can be assigned to different operators based on seniority / role.

Weekly and Monthly Performance Reports

RideCo offers thirteen standardized reports that are provided in Excel format; RideCo's staff can also create new report templates as required by the City. Example reports include:

- weekly/monthly ridership
- revenue breakdown
- ridership by time of day
- on-time arrival rates
- regret time
- booking times (how far in advance passengers book)
- driver performance statistics
- virtual stop performance
- trip times
- number of successful bookings
- number of failed bookings
- number of new accounts
- riders by type
- rider usage
- number of no-shows
- number of cancels
- number of abandoned searches
- number of unique accounts
- customer ride ratings

Raw Data Exports

The City can **export raw data** (rides, vehicles, times, locations etc.) in .csv format from the platform that can be further analyzed by their team. The raw trip request data (origin/destination/ time points) is available for export and can be used for transportation planning in Inglewood. The output options are flexible and can meet all government reporting requirements.

The following marketing related metrics can be exported from the system:

- Number of rider driven referrals (through the app)
- Referral channel that brought in a rider
- Riders segmented by cohort

Data Collection and Sharing

The software platform provides seven dashboards to visualize rider, driver, and performance KPIs, aggregated across a period, with the ability to drill down to individual trips/drivers/incidents. The following dashboard screen caps illustrate some of these capabilities. The Overview dashboard as illustrated above provides a summary of the following KPIs, and more:

Access 7 different dashboards to visualize performance, drill down investigate, or manage the service and vehicles/drivers.

The Overview dashboard provides 24 key performance indicators related to any specific service period.

Key Performance Indicator	Value	Unit	Target
Flows	719		524
Shared Rides	156 (21%)		18
Average Passengers Per Shared Ride	2.34		10
Passengers	126		5
Average Driver Ride Duration	28	min	15
Average Ride Duration	15min		15
Average Ride Duration (with fee package)	15min		15
Average Tripper Duration Per Ride	30	min	15
Average Tripper Duration Per Ride	14	min	15
Percentage of Rides with a Package Duration over Threshold	10%		15
Percentage of Rides with a Package Duration over Threshold	1%		15
Cancelled Rides Total	98 (13%)		157
Cancelled Rides Total	10 (1%)		157
No Show Rides Total	51 (7%)		157
No Show Rides Total	10 (1%)		157
Absentee Rides	7 (1%)		157
Driver Incidents	1 (0.1%)		157
Passengers per Vehicle Hour (PVH)	2.27		157
Price of Shared Rides	\$1.50 (20%)		157

The Overview dashboard as illustrated above provides a summary of the following KPIs, and more:

Ridership	Overall ridership	Shared rides rate	Average passenger/shared ride
Ride Duration	Average direct ride duration	In-vehicle ride duration	Wait time / headway
Timing	On time performance	% of rides with a pickup time violation	% of rides with a drop-off time violation
Utilization	Vehicle hours	Passengers per vehicle hour	Number of ride requests
Booking	% of ride requests that results in booking	% of ride requests that were denied	
Users	Number of unique users	% of unique users to book a ride	% of requests assigned a ride option > than target headway

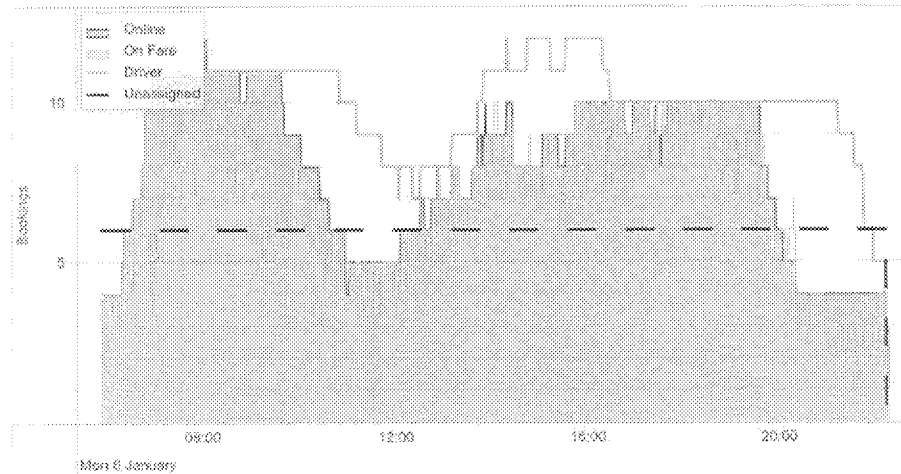
The screenshot shows the Ride Tracker dashboard with a table of ride data. The table has the following columns: Customer, Request, Status, Origin, Destination, Time, Distance, Direct Time, Actual Time, Price, Ride ID, Transaction, Payment Method, and Shared Rides. The data rows show various ride details such as customer names, request numbers, status (e.g., Completed), origin and destination addresses, pickup and drop-off times, distances, and prices.

The Ride tracker dashboard enables individual ride level investigation with over 20 metrics regarding each booked or completed ride.

User Information	<ul style="list-style-type: none"> Customer name Usage frequency 	<ul style="list-style-type: none"> Origin / Destination
Trip Details	<ul style="list-style-type: none"> Direct trip duration Actual trip duration Ride Status 	<ul style="list-style-type: none"> Number of seats Type of seat Name and ID of driver
Communication	<ul style="list-style-type: none"> Notifications sent to rider (vehicle en-route, arrived) 	<ul style="list-style-type: none"> # of times passenger calls driver # of times driver calls passenger
Schedule	<ul style="list-style-type: none"> Promised pickup and drop-off times 	<ul style="list-style-type: none"> Actual pickup and drop-off times # of minutes, early or late for promised pickup or drop-off
Feedback	<ul style="list-style-type: none"> Rating (out of 5) 	<ul style="list-style-type: none"> Comment left by passenger
Tracking	<ul style="list-style-type: none"> Map visualization of actual trip 	

Ride Tracker can be viewed in real-time at current activity, or to view historical information

Vehicle Availability



The Vehicle Statistics dashboard shows aggregate graphs on how many drivers were signed-in and available for service, how many were on-fare (passenger in vehicle), and if there was a shortage compared to scheduled vehicle supply

The screenshot shows the 'Itinerary Tracker' dashboard for RIDECO. It features a sidebar with navigation icons, a top navigation bar with filters, and a main table of driver performance data. The table includes columns for Booking ID, Driver, Start Time, End Time, Stops, Duration, Total Online, Total Offline, Dropoff Volume, Fare Total, and other metrics. The data is filtered for a specific date range and driver.

Booking ID	Driver	Start Time	End Time	Stops	Duration	Total Online	Total Offline	Dropoff Volume	Fare Total	# of PM	# of AM	# of PM	# of AM	# of PM	# of AM
1111111	Driver 1	Jan 05 08:17 PM	Jan 05 08:25 PM	13	8m	10	0	6	\$0.00	20	10	10	0	0	0
1111111	Driver 1	Jan 05 04:17 PM	Jan 05 04:17 PM	10	0m	0	0	0	\$7.50	21	21	0	0	0	0
1111111	Driver 2	Jan 05 05:15 PM	Jan 05 05:08 PM	12	0m	0	0	0	\$5.00	13	13	0	0	0	0
1111111	Driver 3	Jan 05 05:05 AM	Jan 05 05:05 AM	11	0m	0	0	0	\$1.00	21	21	0	0	0	0
1111111	Driver 3	Jan 05 05:45 PM	Jan 05 05:45 PM	13	0m	0	0	0	\$2.50	17	17	0	0	0	0
1111111	Driver 4	Jan 05 06:20 PM	Jan 05 07:30 PM	12	0m	10	0	0	\$5.00	02	02	0	0	0	0
1111111	Driver 5	Jan 05 04:24 PM	Jan 05 04:34 PM	15	0m	10	0	0	\$1.70	08	08	0	0	0	0
1111111	Driver 1	Jan 05 03:03 PM	Jan 05 03:12 PM	8	0m	0	0	0	\$0.00	10	10	0	0	0	0
1111111	Driver 3	Jan 05 03:40 PM	Jan 05 04:00 PM	13	0m	10	0	0	\$1.00	20	20	0	0	0	0
1111111	Driver 1	Jan 05 01:20 PM	Jan 05 02:17 PM	9	0m	0	0	0	\$1.50	19	19	0	0	0	0

The Itinerary Tracker dashboard shows 11 metrics for each vehicle/driver’s performance over a specified service period

The Itinerary Tracker dashboard as illustrated above provides the following driver level metrics, and more.

Driver Information	<ul style="list-style-type: none"> Service start time # of passengers transported 	<ul style="list-style-type: none"> Hours of active service # of KMs driven 	<ul style="list-style-type: none"> Hours offline (on-break) Total amount of lateness
Timestamped Activity	<ul style="list-style-type: none"> Ride assignment Customer pickup 	<ul style="list-style-type: none"> Ride acceptance Customer dropoff 	<ul style="list-style-type: none"> Arrival
Tracking	<ul style="list-style-type: none"> Map visualization of the driver’s routes 		

Itinerary Tracker can be viewed in real-time at current activity, or to view historical information.

Booking	Driver	Next Stop	Trip	Start Time	End Time	Duration	Street	Total Overage	Dropoff Location	GPS Status
1	John	1000 S 400th St	1000	Jan 15 07 20:00	Jan 15 07 20:00	10 min	1000	0h	1000	✓
2	Jason Sanchez	1000 S 400th St	1000	Jan 15 08 20:00	Jan 15 07 20:00	10 min	1000	0h	1000	✓
3	John Sanchez	1000 S 400th St	1000	Jan 15 09 20:00	Jan 15 07 20:00	10 min	1000	0h	1000	✓

Step	ETA	Location	Actions	Status	Locked	Started	Arrived	Completed	Stack	GPS
1	11:16 AM	Antisan at Jackson Park	1 Pickup (1) WALINKSA (+10)	No Show	11:08 AM	11:09 AM	11:13 AM	11:16 AM	5m 12s	1 (143.0 mi)
2	11:21 AM	Fox Run Elementary School	1 Pickup (1) Jordan Whitworth (+16)	Completed	11:17 AM	11:17 AM	11:21 AM	11:21 AM	4m 09s	1 (239.5 mi)
3	11:30 AM	Spring Mill & Spring Hill	0 Dropoff (1) Justin Wamuth (+16)	Completed	11:21 AM	11:21 AM	11:28 AM	11:28 AM	4m 20s	✓ 100% (0 mi)



The Itinerary Tracker dashboard displays a driver's driven routes on a map, as well as timestamps of all activity and interactions. Vehicle's GPS location history with timestamps are available for operator viewing.

RideCo's Project Manger will facilitate regular meetings with the City to review, monitor, and address any issues with the service or KPIs that may need to be improved. Besides these scheduled meetings, the City can get in touch with RideCo in a number of ways. For business support (e.g. interpretation or configuration of dashboards), support is provided within one business day, and for emergencies such as system down time, our project manager will be available by phone and over a dedicated Slack channel 24/7 and will work to immediately rectify the issue until the system is fully functional. Our system is configured to immediately notify our engineers of any issues such as downtime, so any issues are typically sorted out before the end user is affected or even aware of the issue.

On a monthly basis, WeDriveU will provide the City with summaries of driver evaluations, including the types of evaluations conducted, when and by whom they were conducted, observations, remedial actions, and the results of follow-up evaluations. Additionally, RideCo will meet regularly with WeDriveU and their drivers for this service to hear any concerns they might have or suggestions on how to improve the customer experience. All incident reports will be sent to the City once they have been investigated and deemed successfully closed by WeDriveU and RideCo, and the City will be made aware of any serious incident right away.

SCHEDULE 1 TO EXHIBIT "A"
SOFTWARE AND SERVICES TERMS

The following terms and conditions govern access and use of RideCo's technology under the Contract to which this Exhibit A forms an attachment and the provision and management of other services as described herein.

1. DEFINITIONS:

In this Schedule, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the following meanings:

"Approved Equipment/Third Party Software" means the equipment and third-party software required to operate the Distributed Software, specified in Schedule 2 to Exhibit "A", including all upgrades, enhancements, releases, additions, modifications, and replacements of same from time to time approved in writing by RideCo.

"Distributed Software" means the RideCo passenger mobile application and driver mobile applications and any other software tools or components made available by RideCo for download under this Contract.

"Dynamic Transit System" means RideCo's proprietary software programs including optimization algorithms, data analysis algorithms, web application, passenger mobile application, driver mobile application, dashboards, graphical user interface, all documentation and end user manuals;

"Documentation" means any and all of the following that are provided by RideCo, in any form of media, in connection with the Software (a) know-how, proprietary information and methodologies, document templates and best practice guides; (b) scripts and data analysis tools; (c) user manuals and guides, that explain or facilitate the use of the Software, including all updates thereto; and (d) data sheets, specifications and other technical documents and materials in respect of the Software.

"Maintenance and Support Services" means the services provided by RideCo as described in Section 3 of this Schedule.

"Personal Data" has the meaning given in Schedule 3 of Exhibit "A".

"Platform Software" means collectively the RideCo Dynamic Transit System (DTS) cloud platform technology and underlying software, including its dynamic routing technologies, ride-sharing technologies, algorithms, implementation architectures, operations dashboards, user interfaces, and application programming interfaces ("APIs") to third party systems.

"Operational Data" means data recorded by the Distributed Software and presented through export on the operations dashboard end-user interface, where such data is provided by CITY or passengers or partner drivers and operators of CITY. For greater certainty, Operational Data includes, but is not limited to, passenger ride booking information (origin, destination, time, payment, status) and driver action data (location data, pickup/drop-off times) however Operational Data does not include system log data or any other data that is not provided as an export to an end user through the operations dashboard end-user interface.

"Services" or "Service Offerings" means collectively the provision of access to the Software, Documentation, associated APIs and interfaces to third party systems provided by RideCo under this Agreement together with the vehicular transportation services provided by the Transportation Operations Provider and Maintenance and Support Services all as further described in the schedules hereto;

"Software" means collectively the Distributed Software, Platform Software, and any interfaces

between the two.

"Software Enhancements" means an update or upgrade to the Distributed Software or to the Platform Software, which update or upgrade may include new product features that change the character or structure of the software or its functional use or operation and will usually form part of an automatic update to the Software without any action being required from CITY; and

"Transportation Operations Provider" means the subcontractor that is contracted by RideCo to provide drivers and vehicles for the Project.

2. SERVICE OFFERINGS LICENSE, INTELLECTUAL PROPERTY RIGHTS, CONFIDENTIALITY

2.1 Services. During the term of the Project, RideCo shall:

- a) provide and supply all necessary hardware and software to run the Project with the Dynamic Transit System;
- b) contract with a Transportation Operations Provider, acceptable to the City, that will supply drivers and vehicles that meet applicable bylaws, insurance requirements, and regulations of the City;
- c) perform logistics activities involved in running the Services, including without limitation:
 - i. the coordination of the dispatch, selection, scheduling, training and itinerary management for the Transportation Operations Provider, vehicles and drivers in relation to the Project;
 - ii. managing hours of operation and operating parameters as defined in Exhibit "A";
 - iii. communicating itinerary information with passengers and drivers (digitally via the website, SMS, or the mobile app);
 - iv. collecting fare payments ("Fare Payments") from passengers of the ride-share service, via credit card (if applicable). The Fare Payments shall be reported in the Invoice (as such term is defined in Section Error! Reference source not found.); and
 - v. utilizing the Float (as defined in Section Error! Reference source not found. below) to pay costs involved in the operation of drivers and vehicles on the Project,
- d) advise City of the assistance it requires from City in connection with the completion of its responsibilities under this Agreement; and
- e) complete the Project in a professional and competent manner by persons qualified and skilled in their occupations and the roles that they are required to perform hereunder, and in accordance with: (a) this Agreement; (b) industry standards; and (c) any requirements of law, as applicable.

2.2 License Grant: Subject to the terms of this Schedule, RideCo grants CITY a limited, revocable, non-exclusive and non-transferable license to: (a) access and use the Service Offerings in the geographic locations and for the use-cases set forth in the Purchase Order and in accordance with Schedule "A". The Distributed Software may only be used in combination with the Approved Equipment/Third Party Software. RideCo or its agents, resellers or distributors may release from time to time to CITY at no additional charge during the term of this Schedule, software bug fixes and patches

and such releases shall be considered "Software" hereunder and subject to the terms of this Schedule unless otherwise specified by RideCo. This license does not imply any rights to Software Enhancements or technical or other support services, except as otherwise expressly set forth herein. As used herein the "Intended Purpose" means use of the Service Offerings for the purpose of providing dynamic routing and shared ride technologies relating to the CITY's transportation operations.

2.3 Restrictions & End User Terms:

Restrictions. Except as otherwise expressly permitted in this Schedule, CITY shall not, and shall not encourage any third party to: (a) customize, modify or create any derivative works of the Service Offerings; (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Software (except to the extent applicable laws specifically prohibit such restriction); (c) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Distributed Software; (d) publish or disclose any results of benchmark tests run on the Software to a third party without RideCo's prior written consent; (e) redistribute, encumber, sell, rent, lease, sub-license or otherwise transfer rights to the Service Offerings; (f) copy, reproduce, distribute, modify or in any other manner duplicate the Software, in whole or in part and CITY may not copy any written materials (except for training materials and for internal use) accompanying any portion of the Service Offerings unless specifically authorized in writing to do so by RideCo. CITY shall not access the Service Offerings in order to: (i) build a competitive product or service; or (ii) copy any ideas, features, functions or graphics of the Service Offerings. For greater certainty, CITY will not be in breach of this Section 2.2 if CITY independently develops a competing product or service without use or reference to RideCo's Confidential Information as described in Section 2.9 below.

End Users. RideCo and its subcontractors shall ensure that end users agree to appropriate terms of service and privacy policy in accordance with requirements of applicable law before using the Services. RideCo will inform end users that the transportation services are provided on behalf of the CITY by the Transportation Operations Provider.

2.4 RideCo Intellectual Property: RideCo retains all right, title and interest in and to the Service Offerings including all Documentation, all intellectual property rights in the Software and all copies and derivative works thereof. CITY acknowledges and agrees that the Service Offerings, Software Enhancements (if any) and all intellectual property rights therein (including without limitation, copyrights, patents, trade secrets, trademarks, moral rights and other intellectual property rights, in and to the Service Offerings and Software Enhancements and all modifications, changes, enhancements, or additions thereto) and all intellectual property rights relating to the provision of professional services, feedback, technical support, maintenance and other support if any, (collectively, "RideCo IP"), are owned or licensed by RideCo. To the extent CITY acquires rights in the RideCo IP, CITY assigns such rights to RideCo and waives any moral rights it may have in the RideCo IP to and in favor of RideCo. Nothing in this Schedule gives CITY any right, title or interest in, to or under any of the Service Offerings or Software Enhancements or any intellectual property rights therein (including without limitation patent rights) or arising pursuant to professional services, product feedback, technical support and other support.

- 2.5 **Operational Data:** As between CITY and RideCo, CITY will own the Operational Data from the Project and CITY acknowledges and agrees that RideCo is not responsible for any liability arising out of the collection, retention, use, operation and disclosure by CITY of Operational Data. Subject to the personal data protection undertakings set out in Schedule "3" of Exhibit "A", CITY hereby grants to RideCo for the duration of this Agreement a worldwide and royalty-free right and license to access and use the Operational Data for the sole purposes of: (i) providing the Services to CITY, (ii) assessing the performance of the Services; and (iii) creating Pattern Data (as defined in Section 2.7 below). CITY is not entitled to receive any compensation or reimbursement of any kind from RideCo for use of said Operational Data. Except as otherwise expressly permitted in this Agreement, RideCo does not claim any right, title or interest in the Operational Data. CITY represents and warrants that CITY has all necessary consents (if any) relating to the collection, retention, use, processing and disclosure of Operational Data (including all underlying Personal Data) and that use of the Operational Data in the manner contemplated in this Schedule will not breach the rights of any third party. For the avoidance of doubt, RideCo is not responsible for any liability arising out of the collection, retention, use, operation and disclosure by CITY of Operational Data (including any Personal Data contained therein).
- 2.6 **Personal Data Protection Undertaking.** RideCo hereby agrees and undertakes to comply with the personal data protection undertakings set out in Schedule 3 to Exhibit "A".
- 2.7 **Pattern Data.** "RideCo Pattern Data" means non-personally identifiable data including Operational Data which contains no Personal Data. For greater certainty, RideCo Pattern Data does not identify a specific passenger or driver. As between RideCo and CITY, all right and title to RideCo Pattern Data belongs to RideCo and accordingly RideCo is free to use RideCo Pattern Data for any purpose including the improvement of RideCo's Service Offerings.
- 2.8 **Suggestions.** RideCo shall have a royalty-free, worldwide, transferable, sub licensable, irrevocable, perpetual, unrestricted license to use and/or incorporate into its products, services and business any suggestions, enhancement requests, recommendations or other feedback provided by CITY relating to the operation of the Service Offerings.
- 2.9 **Reservation of Rights.** Except for the rights and licenses granted in this Schedule, CITY acknowledges and agrees that RideCo owns and shall retain all right, title and interest (including without limitation all patent rights, copyrights, trademark rights, trade secret rights and all other intellectual property rights therein) in and to the technology used to provide the Service Offerings) and all related RideCo IP and RideCo grants CITY no further licenses of any kind hereunder, whether by implication, estoppel or otherwise. CITY acknowledges that only RideCo shall have the right to maintain, enhance or otherwise modify the Service Offerings.
- 2.10 **Confidentiality:**
- (a) *Confidential Information.* As used herein, "Confidential Information" means all confidential information of a party ("Disclosing Party") disclosed to the other

party ("Receiving Party") that is designated in writing as confidential or ought to be considered confidential based on the nature of the information and the circumstances of disclosure. For greater certainty, the Operational Data, the Documentation, the functionality of the Software, and the terms and conditions of this Schedule, including but not limited to the pricing and purchase terms of the Service Offerings or any part thereof are all Confidential Information. Confidential Information shall not include any information that the Receiving Party can demonstrate by its written records: (i) was known to it prior to its disclosure hereunder by the Disclosing Party; (ii) is or becomes known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party without restriction or disclosure and without breach by such third party of a non-disclosure obligation; (iv) is independently developed by the Receiving Party; (v) has been approved for release by the Disclosing Party's prior written authorization.

- (b) *Obligations.* Neither party shall use any Confidential Information of the other party except as necessary to exercise its rights or perform its obligations under this Schedule or as expressly authorized in writing by the other party, or in any legal action against the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own Confidential Information of like nature. Neither party shall disclose the other party's Confidential Information to any person or entity other than its officers, employees, service partners, consultants and legal advisors who need access to such Confidential Information in order to effect the intent of the Schedule and who have entered into written confidentiality Schedules with it at least as restrictive as those in this Section. Upon any termination of this Schedule, the receiving party will promptly return to the disclosing party or destroy, at the disclosing party's option, all of the disclosing party's Confidential Information.
- (c) *Injunctive Relief.* Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party may not have an adequate remedy in money or damages if any unauthorized use or disclosure of its Confidential Information occurs or is threatened. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.
- (d) *Other Exemptions.* Notwithstanding the foregoing provisions in this Section 2.10, the parties may disclose this Schedule: (i) as otherwise required by law or the rules of any stock exchange or over-the-counter trading system provided that reasonable measures are used to preserve the confidentiality of the Schedule; (ii) in confidence to legal counsel; (iii) in connection with the requirements of a public offering or securities filing provided reasonable measures are used to obtain confidential treatment for the proposed disclosure, to the extent such treatment is available; (iv) in connection with the enforcement of this Schedule or any rights under this Schedule, provided that reasonable measures are used to preserve the confidentiality of the Schedule; (v) in confidence, to auditors, accountants and their advisors; and (vi) in confidence, in connection with a change of control or potential change of control of a party or an affiliate of a party, provided that reasonable measures are used to preserve the confidentiality of the Schedule. For any legally

compelled disclosure or disclosure pursuant to a court, regulatory, or securities filing or as required by statute, the parties shall reasonably cooperate to limit disclosure of this Schedule and Disclosing Party will not be in breach of its obligations of confidence by complying with such requirements.

3. MAINTENANCE AND SUPPORT SERVICES

3.1 **Maintenance Services:** RideCo shall provide the following maintenance services to CITY:

- (a) Supply or deploy corrections to the Software as required to correct errors, defects, malfunctions and deficiencies, if any, in the Software; and
- (b) Supply or deploy improvements, extensions, upgrades, enhancements and other changes to the Software developed from time to time by RideCo.

3.2 **Support Services:** In response to a support request from CITY, RideCo shall provide the following support services to CITY as per the priority levels, response times and procedures specified in Schedule 2 to Exhibit "A" to be provided remotely:

- (a) Clarification of software functionality;
- (b) Adjustments to software configuration; and
- (c) Advice on the use and results of the Service Offerings;

3.3 **Services Outside Scope of Maintenance and Support:** The Maintenance and Support Services to be provided under this Schedule do not include:

- (a) Correction of errors or defects caused by operation of the Software in a manner other than specified in the Software documentation;
- (b) Rectification of errors caused by incorrect use of the Software;
- (c) Correction of errors caused in whole or in part by the use of computer programs other than the Software unless the use of such programs has been approved by RideCo in writing; or
- (d) Diagnosis or rectification of faults not associated with the Software.

3.4 **Access:** The CITY shall:

- (a) provide RideCo's support personnel reasonable or necessary access to the CITY accounts relating to the Distributed Software, as may be applicable, at mutually agreed upon times, and for the purposes of providing the Maintenance and Support Services;
- (b) Provide RideCo with a duly qualified and trained representative of the CITY, and with all relevant information and assistance required by RideCo to enable RideCo to provide the Maintenance and Support Services.

3.5 **Effect of Termination:** In the event of expiry or termination of this Contract, for whatever reason, the following terms will apply:

- (a) The following Sections of this Schedule shall survive the termination or expiration of the Contract for any reason: 1 (Definitions), 2.2(a) (Restrictions), 2.3 (RideCo Intellectual Property), 2.6 (Pattern Data), 2.7 (Suggestions), 2.8 (Reservation of Rights), 2.9 (Confidentiality), 3.5(a) (Survival), 3.5(b) (Effect of Termination) and 4.2 (Disclaimers),
- (b) On termination, CITY shall destroy all copies of the Distributed Software, all accompanying Documentation and Confidential Information of RideCo and shall provide confirmation of having done so within five (5) business days of the effective date of termination.

4. SERVICE SPECIFIC WARRANTIES AND DISCLAIMERS

4.1 Warranties

- (a) *RideCo Warranties.* RideCo represents and warrants to CITY that RideCo will perform its duties and obligations hereunder in a careful, diligent, professional, proper, efficient and business-like manner. RideCo further represents and warrants that:

- i) The Service Offerings do not infringe any patent, copyright or trademark or violate the trade secret or other proprietary rights of any third party;
- ii) RideCo owns or has exclusive or non-exclusive rights in all patents, copyrights, trademarks, trade secrets and other proprietary rights in and to the Service Offerings necessary to grant the licenses herein; and
- iii) RideCo possesses the legal right and authority to execute and perform this Schedule,

Except as expressly provided in this Agreement, the Services are provided 'as is' and RideCo does not warrant that the functions performed by the Dynamic Transit System or Services will meet City's requirements or that the operation of the same will be uninterrupted or error-free.

(b) *CITY Warranties.* CITY represents and warrants to RideCo that CITY adheres to applicable privacy laws and has in place appropriate Schedules with end users regarding the collection, processing and use of CITY Personal Data (as defined in Schedule 3 to Exhibit "A") in accordance with the terms of this Schedule and subject to compliance with Schedule 3 of Exhibit A by RideCo, will not violate any rights of a third party or breach applicable data protection laws.

4.2 **Disclaimer of Implied Warranties:** Except as set forth in this Agreement, there are no other warranties or conditions of any kind, including without limitation, the warranties that the Services are free of defects, merchantable or fit for a particular purpose. Specifically, RideCo makes no representation or warranty regarding the merchantability, fitness for a particular purpose or functionality of the Services. All Approved Equipment/Third Party Software is subject to the warranty of its respective manufacturer and no warranty whatsoever is provided by RideCo. RideCo makes no guarantee of the performance, accuracy and results of the Services with respect to Operational Data. This disclaimer of warranty constitutes an essential part of this Agreement. No use of the Services is authorized under this Agreement except under this disclaimer.

SCHEDULE 2 to EXHIBIT A
RIDEKO SERVICE LEVEL AGREEMENT

1. APPROVED EQUIPMENT / THIRD PARTY SOFTWARE

Driver Mobile App Requirements:

- Android Device running 6.0 or above with Google Play Services
- GPS Enabled Phone
- High speed (4G recommended) data plan with a minimum of 2GB/month
- Minimum screen resolution 800x480
- Minimum recommended CPU: Mid-to-High range performance CPU based on ARMv8-A 64-bit Architecture
- 2GB RAM
- 1GB internal storage

Passenger Mobile App Requirements:

- iPhone 5S running iOS 9, or Android device running 5.0.1 or above with Google Play Services
- Minimum screen resolution 800x480
- Minimum recommended CPU: dual-core 1.5GHz
- 1GB RAM
- 200MB internal storage

Browser requirements for operations dashboards:

- Internet Explorer 11
- Google Chrome (v59 or above)
- Firefox (v50 or above)
- Safari 10

2. PRIORITY LEVELS, RESPONSE TIMES AND PROCEDURES

Priority Levels

High	Business critical problems that affect the availability or access of or to the Service Offering for most users
Medium	Not critical but important problems that materially interrupt or restrict the normal production running of the Software (affecting a minority of users)
Low	Not business critical or important. Issues that do not materially impact the normal production running of the Software

Resources and Forms of Support

Support Portal	Utilized for medium or low priority items [** City specific slack channel(s)] (typically one slack channel for each active service)
Emergency hotline	Used for critical / high priority items [**City specific emergency telephone number] [**City specific emergency slack channel]

Support Response Time

Priority	Response Time	Update Frequency	Resolution Time
High	Reviewed by RideCo staff and support ticket updated/created within 2 hours	Every 2 hours or as mutually determined	Within 24 hours RideCo will attempt to resolve all high priority issues within 24 hours, however resolution times may be longer depending on the nature and complexity of the problem.
Medium	Reviewed by RideCo staff and support ticket	Every working day or as mutually determined	Within five (5) business days

Low	Reviewed by RideCo staff and support ticket updated/created within 24 hours	Every week or as mutually determined	RideCo shall notify City within ten (10) business days of the analysis of the problem, the intended fix and the release in which it will be delivered. Where feasible, RideCo shall provide a temporary workaround to City.
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SCHEDULE 3 TO EXHIBIT "A"
PERSONAL DATA PROTECTION UNDERTAKING

"Personal Data" means data about an individual who can be identified: (a) from that data; or (b) from that data and other information to which the organization has or is likely to have access;

RideCo agrees that the following terms shall apply where RideCo accesses, handles or uses any Personal Data under the Agreement, including in the course of and/or in connection with exercising its rights or carrying out its obligations under the Agreement:

- a) Unless otherwise permitted by the City, RideCo may only collect, use or process Personal Data as allowed under this Agreement, and RideCo shall comply with any written instructions the City gives RideCo in advance relating to compliance with any laws, regulations, court orders, or self-regulatory programs applicable to the collection, use, disclosure, treatment, protection, storage and return of Personal Data.
- b) RideCo shall maintain commercially reasonable policies and procedures to protect the security, privacy, integrity, and confidentiality of Personal Data.
- c) If RideCo knows of any breach or potential breach of protective measures or if there has been any actual or potential unauthorized or accidental disclosure of Personal Data, RideCo must inform the City immediately and cooperate with the City in any post-breach investigation or remediation efforts.
- d) RideCo shall notify the City promptly in the event of any claim or complaint from any individual to whom the Personal Data relates and/or where there has been an event of non-compliance with any data privacy laws by RideCo, whether discovered by RideCo or forming the subject of an investigation and/or action by the relevant authorities.

- e) RideCo shall notify the City promptly in the event that RideCo is required by law, court order, warrant, subpoena, or other legal or judicial process to disclose any Personal Data to any person.

- f) If under the Agreement, RideCo has to collect any Personal Data from the City's employees or any other individuals directly, RideCo must notify the individuals about the purpose of RideCo's collection and must obtain and record (for future reference) their consent before RideCo does so, and RideCo must follow any reasonable instructions which the City may give RideCo in this regard, and must comply with all applicable laws for such collection of Personal Data.

- g) RideCo must not disclose any City Personal Data to any other unrelated persons/entities or transfer any Personal Data outside of the USA or Canada without the City's permission in writing.

- h) RideCo shall promptly return to the City or destroy any Personal Data received in error. RideCo must destroy Personal Data as soon as practicable if required by the City. At the end of the Agreement, RideCo must notify the City if RideCo or other recipients (if disclosure of Personal Data to such other recipients has been permitted by the City in writing) have any Personal Data collected/received as part of the Agreement, and follow the City's instructions on destroying the Personal Data. Following such destruction, the City may require RideCo to certify that RideCo (and such recipients) no longer have Personal Data. If RideCo wants to retain any Personal Data beyond the end of the Agreement, RideCo will be required to inform the City of RideCo's reasons and seek the City's agreement on the same.

ATTACHMENT NO. 3

EXHIBIT "B": City's Addendum "A"



Inglewood

California

Purchasing Division
ONE MANCHESTER BOULEVARD / INGLEWOOD, CA. 90301 / P.O. BOX 6500 / INGLEWOOD, CA. 90312
Telephone (310) 412-5266 / Fax (310) 330-5757
www.cityofinglewood.org

JANUARY 17, 2020

Re: To All Potential Proposers
RFP-0142
"TRANSPORTATION DEMAND MANAGEMENT (TDM) PROGRAM
MICROTRANSIT PILOT"
ADDENDUM "A"

To Whom It May Concern:

Please be advised of the following changes to RFP-0142:

The due date for this proposal has been extended to February 4, 2020 at 11:00am

Please see the answers to vendors questions listed below:

Questions

Transportation Demand Management (TDM) Program Microtransit Pilot
RFP-0142

1. Please consider extending the due date to two (2) weeks after the answers to questions to allow proposers to have the time to analyze responses and modify proposals and pricing as needed. Only in certain instances will the City consider extending the deadline for submitting proposals. Any such change will be added as an amendment to the RFP on the City's website.
2. If the Vendor is currently not an "approved technology vendor of Phase 1 and Phase 2 of Metro's Micro Transit Project" will that vendor be considered, if the vendor plans to become an approved technology vendor with Metro? – The City of Inglewood will only be selecting a vendor that is currently an approved technology vendor for phase 1 and phase 2 of Metro's Micro only Transit Project, found here, <https://www.metro.net/projects/microtransit/>
3. Will the city consider using a vendor that uses a mixed fleet of vehicles that include Alternative fuel vehicles and gas vehicles? – As stated in the RFP, vehicles in the fleet will be entering LAX and must comply with LAX alternative fuel requirements.
4. Does the City expect that the vehicles used for this service be exclusive to this program? Also, can the vehicles have other branding on the vehicle in addition to the City approved vehicle

wraps? – Vehicles used for the Inglewood Microtransit pilot will be exclusive to the pilot. As such, the vehicles will be required to be branded only for the Inglewood Microtransit pilot.

5. Does the City expect the vendor to use a vendor that is approved by the City for vehicle wrapping, or can the vendor select that vendor? –The City will not require vendors to choose from an approved vehicle wrap vendor list. The vendor will be expected to provide specifications for vehicle wraps to the City and manage the process to meet key deadlines and quality assurances.
6. Will the City consider paying for administrative services, such as dispatch and call center that will be needed to provide this service? – The vendor will be required to provide all administrative services mandatory for operations.
7. Will the City consider extending the deadline for submitting proposals for any length of time? Only in certain instances will the City consider extending the deadline for submitting proposals. Any such change will be added as an amendment to the RFP on the City's website.
8. Given the high capital costs of securing alternative fueled vehicles for a short-term project with no guarantee of extending past the 12-month base period, would the City be willing to assume the lease payments for the vehicles if the project is extended or pay penalties for lease termination if the project is discontinued after the first 12-months? The City will not assume the lease payments if the project is extended, nor will the City pay penalties for lease termination if the project is discontinued after the first 12-months.
9. Depending on the customization of the software required, a proposer might have significant capital costs that would need to be captured during the initial 12-month period and thereby increase the cost. Would the City be willing to reimburse the successful proposer for any remaining depreciation for its capital costs if the contract is not extended to the end of its base + option year term? The City will not reimburse for any remaining depreciation for its capital costs if the contract is not extended to the end of its base + option year term.
10. Does the City have a location at which a provider could park/store vehicles? The City is unable to accommodate this request at this time.
11. If the City can provide parking space will the City also be able to provide space for vehicle washing/cleaning and maintenance? See answer to question 10.
12. If the City is can provide a facility, please indicate what costs the contractor should account for (rent, utilities, facility maintenance, phone/internet...). Please provide lease and utilities cost, if applicable. See answer to question 10.
13. If vehicles include electric vehicles, does the City provide any electric vehicle charging locations that can be used by the provider? The City is unable to accommodate this request at this time.
14. If the City has charging stations, please indicate how the contractor will pay for their use and the cost of power. See answer to question 13.
15. Will the City consider a fuel escalation/reduction clause that would protect the provider in the event the cost of fuel increases, or the City in the event fuel costs are reduced? The City is unable to accommodate this request at this time.
16. Please indicate whether the City has a preferred vehicle make or model for this service. As stated in the RFP, "Preferred vehicles to launch will yield 12-18 passenger capacity minimums."
17. Will the City or the Vendor analyze the impact of the service on Vehicle Miles Travelled (VMT) or Greenhouse Gas Emissions (GHG)? The City will require the vendor to analyze impact of VMT or GHG.

18. Please verify that this solicitation for services is limited to the three (3) providers who also submitted proposals to operate service under LA Metro's Microtransit Pilot project (Metro Contract No. PS46292003). Solicitation is limited to technology vendors that were approved and selected under LA Metro's MicroTransit project.
19. Please verify that the service will be available to passenger 24 hours/day, 7 days/week. As stated in the RFP, "Service hours will be finalized with the selected vendor. Currently the desire of the pilot project is to serve the maximum number of riders in the most efficient manner."
20. Please provide any holidays in which the service will not be operated. See answer to question 19.
21. Please provide an estimate of the number of revenue hours based on the language in 3.3 that the proposers should use for pricing to allow the City to evaluate "apples to apples" assumptions in terms of the service to be provided. As stated in the RFP, "These hour assignments and frequency will be finalized based on pricing results, expertise/technology from the secured vendor, and additional data obtained prior to launch of the pilot by establishing key partnerships with employers to obtain more refined target peak windows."
22. Please verify that this service will be branded differently than the LA Metro Microtransit Pilot project. Yes, the Inglewood Microtransit pilot will have unique branding.
23. Please verify that the proposer should develop and submit their own cost proposal form. Please provide cost proposal as specified on pages 15 and 16.
24. Please provide the method the successful proposer should use to bill the City during each phase of the project (i.e.: reimbursement of start-up costs; fixed management fee; fixed cost per vehicle and variable rate for operations). Please provide a cost proposal as stated in the RFP. Logistics and timing of implementation/costs may involve additional discussion.
25. If variable rates are required, will the City consider a cost per revenue hour reimbursement given the unknown number of trips or miles the service will be providing. Please submit cost proposal that addresses all of your pricing coverage concerns as stated in the RFP.
26. Since this service will initially be free to customers, how should proposers to price the functionality and processing of customer fares without the specifics and details around when the fare implementation might happen? The City, during the 12-month pilot, will work with the selected vendor to work out the details of fare implementation.
27. The costs of wrapping buses can vary greatly depending on the number of colors and complexity of the artwork. Would the City consider providing the artwork to bidder so that we can price appropriately? If the artwork is not finalized yet, would the City consider allowing these costs to be a direct pass-through (no mark-up or direct billing to City)? Vendors should use their experience and best judgement when pricing all project related costs. Vendors should include any design limitations related to production in their proposals.
28. Please confirm that the City will provide all necessary employee uniforms as mentioned in Section 6.7, page 15. The City will incur the cost and provide all necessary uniforms.
29. Please provide a draft copy of the contract to allow a proposer's legal team to begin the review process. The City is unable to accommodate this request at this time.
30. The RFP indicates that the contract is for one (1) year with four (4) one-year options. Please confirm that proposers should provide pricing for all five (5) contract years. Proposer should provide pricing for the pilot, first and foremost, and if the option years are proposed to have different pricing, please provide those as well.
31. If option year pricing is not required, please indicate how option year increases will be handled. See answer to question 30.

32. Please indicate whether the City would accept a multi-city application in which the user will be asked once to validate the city he/she resides when the app is launched the for the first time and that City will be made part of the users profile. The City is unable to accommodate this request at this time.
33. Please confirm which languages are expected for the app (English/Spanish)? English and Spanish are expected, and potential for others depending on ridership demographics is an additional preference.
34. Please indicate whether call center booking capabilities are required? As stated in the RFP, a component of the service is, "Ability to access service without smart phone."
35. Can the City elaborate on the planned transition of this service to the technology platform used for the LA Metro Microtransit Pilot Project? Does the City imagine that both this service and the LA Metro Microtransit service would exist on a single platform? The City imagines that both this service and the LA Metro Microtransit service will exist on a single platform in the future.
36. The RFP requires that "this opportunity is limited to vendors who are approved technology vendors of Phase 1 and Phase 2 of Metro's MicroTransit Project." As LA Metro is still in the process of evaluating Phase 2 proposals, would the City mind clarifying if vendors are eligible to submit a proposal if they are an approved technology vendor of Phase 1 of Metro's Microtransit Project, and have submitted a response for Phase 2, but have not yet heard back from LA Metro regarding Phase 2 approval? Yes, vendors are eligible.
37. Does the City have an anticipated contract award date? This date is critical for establishing the schedule for launching by April 22, 2020. Anticipated contract award date is February 26th, 2020.
38. Could the City elaborate on any existing public transportation or shuttle options for Inglewood residents working at the airport? Do most of the target riders drive their own cars to/from work? Currently, Inglewood residents can commute to work via the Metro Green Line and connect to LAX shuttle, drive to a LAX parking lot and connect to LAX shuttle, transit via Century Blvd Metro bus line and complete the trip by either connecting to a LAX circulator shuttle or by active transportation.
39. Can the City clarify whether there are any distinctions between the six zones depicted on pages 9 and 10 of the RFP? For instance, should Proposers plan for different trip types, peak hours, demand patterns, etc. in different zones? The selected proposer will be expected to review the latest data to verify or adjust to serve these different variables listed in the question.
40. Would the City clarify if they would like a certain percentage of the fleet to be wheelchair accessible vehicles? As stated in the RFP, "(Proposer) include ADA service compliance within the fleet and require a vendor that can flex number of vehicles/vehicle types/drivers/service hours if needed and agreed to."
41. Can the City define "service frequency" (minimum requirement of every 30 minutes), as noted on page 8 of the RFP? Would this mean that, for an on-demand service, riders should have a maximum wait time of 30 minutes for a vehicle after any trip request? The preferred 30-minute minimum refers to the length of the trip a user will experience from pick up to drop off.
42. Can the City clarify the anticipated hours of service (e.g., 24 hours, 7 days a week), and the estimated length of the peak periods (e.g., two hour windows around the peak times of midnight and 1pm)? As stated in the RFP, "These hour assignments and frequency will be finalized based on pricing results, expertise/technology from the secured vendor, and additional data obtained prior to launch of the pilot by establishing key partnerships with employers to obtain more refined target peak windows."

43. Can the City share any demand estimates for the total number of trips taken per day and/or during peak hours? The city is unable to accommodate this request at this time.
44. Does the City have an anticipated split of on-demand versus pre-scheduled trips? The City is unable to accommodate this request at this time.
45. Is the City open to different fleet size proposals (smaller or larger than the 8 vehicles suggested in the RFP)? Yes, the City is open to different fleet size proposals.
46. Do Proposers have to include the requested insurance documentation (page 19 of RFP) in the proposal, proof of professional permits, licenses, and credentials necessary to perform the services specified in the RFP (page 13), or are these materials only required following the contract award? Proposers will be required to include those documents following contract award.
47. Does the City have a preferred format for the Cost Proposal? Please provide cost proposal as specified on pages 15 and 16.
48. Will the City provide an operation and maintenance facility? If not, is there a proximity that the new facility has to be away from the city limits? The City is unable to accommodate this request at this time.
49. Would the client consider extending the proposal due date to allow bidders to prepare a thorough and responsive proposal? Only in certain instances will the City consider extending the deadline for submitting proposals. Any such change will be added as an amendment to the RFP on the City's website.
50. What are the anticipated hours of operation? As stated in the RFP, "These hour assignments and frequency will be finalized based on pricing results, expertise/technology from the secured vendor, and additional data obtained prior to launch of the pilot by establishing key partnerships with employers to obtain more refined target peak windows."
51. Is there a certain percentage of ADA accessible vehicles that needs to be available for use? As stated in the RFP, "(Proposer) include ADA service compliance within the fleet, and require a vendor that can flex number of vehicles/vehicle types/drivers/service hours if needed and agreed to."
52. How many ADA trips are anticipated to be made during the 12-month pilot? As stated in the RFP, all vehicles are certified to access and make stops at LAX and meet ADA service compliance/demand within the fleet.
53. Does the City anticipate any trips will be walk-ups? The City does not anticipate walk up trips, but proposer may offer solutions.
54. Due to this being a 12-month pilot, please identify specific vehicle types and models that can be included in the bidders' price proposals. As mentioned in the RFP, the City prefers, "...vehicles to launch will yield 12-18 passenger capacity minimums." Vendors are free to recommend different vehicle types in their proposals.
55. Would the City approve a Toyota Sienna "like" for the use of a pilot with the understanding that upon the completion of the pilot, specific vehicle specifications will be provided to the contractor if additional years of service is approved? The City of Inglewood prefers vehicles that will yield 12-18 passengers. Vendors are free to recommend different vehicle types in their proposals.

56. Do the vehicles have to meet the Federal Buy America clause? This project is not funded by the FTA however Inglewood expects vendors to address any specific vehicle clauses impacting this project.
57. What is the required schedule for exterior vehicle cleaning? The City will require vehicles to appear clean and maintained throughout the pilot. The vendor will be required to provide a schedule that meets those needs.
58. What is the required schedule for interior vehicle cleaning? See answer to question 57.
59. Please clarify whether it is required or preferred to install USB ports, Wi-Fi, cup holders and bike racks on all of the vehicles for the pilot. Can those features be added later once a longer-term service contract is approved? As stated in the RFP, those items are highly preferred.
60. Is a bid bond required? If yes, please state the amount. Bid bond is not required.
61. Is a performance bond required? If yes, please state the amount. Performance bond is not required.
62. What KPIs will be used to measure the success of the pilot? As stated in the RFP, "including but not limited to cost per trip, trips per vehicle hour, ontime arrival rates, regret time, trip request by booking time (i.e. days in advance, 12-hour+ in advance, 1-hour in advance, 30 minutes in advance, or real time), virtual stop performance, star-rating/passenger feedback, successful bookings, failed bookings, new accounts, app users by type, user usage, no-shows, cancels, abandoned searches, trip time, unique accounts, etc. In addition to monthly reports, KPIs must be made available upon request."
63. Does the client have a required standard of on-time performance for the life of the pilot? Inglewood will work with the selected vendor to define and track this standard.
64. Which entity handles ADA passenger certifications, if applicable? Please describe any responsibilities the contractor has for this process. The vendor is responsible for ADA service and certification.
65. For those passengers who do not have a smartphone is there a requirement for the vendor to provide a customer service number to allow for trips to be booked manually? As stated in the RFP, users must have the ability to access service without a smart phone. It will be up to the vendors to recommend best service to achieve outcome.
66. Will the City or the contractor be responsible for providing fuel for revenue vehicles? Contractor will be responsible for vehicle fuel.
67. Are on-board cameras required for each vehicle? On-board cameras are not required.
68. Will City supervisory staff oversee route issues, or should the contractor hire supervisor support staff? Proposer will be responsible for supervisory staff required to oversee route issues.
69. Please clarify if the vehicle operators will be required to hold a CDL. Proposer must include in their proposal if the Pilot will require drivers to hold a CDL.
70. If smaller vehicles are used for this service and are not equipped with fare boxes, how does the City anticipate handling fare collection? As stated in the RFP, the pilot program will be free of charge to riders to begin. Discussion and planning for fare collection will be performed during the pilot.

71. What are, if any, the forecasted trip volumes for this pilot service? The city is unable to accommodate this request at this time.
72. Will the service boundaries for the pilot match the fixed route service? The Inglewood Microtransit pilot does not match any existing fixed routes in the area.
73. Is the use of TNCs a feasible option for all ambulatory trips not requiring a wheelchair accessible vehicle? If by ambulatory trips, the proposer is referring to a service akin to emergency ride home, then yes.
74. Please define the service area. Will there be an unlimited service range, or would the City use the current 3/4-mile radius for paratransit service as a guideline? As stated in the RFP, the service must be able to serve the provided maps. The service should also be able to serve the Los Angeles International Airport.
75. Is the focus of the program to provide coverage for areas with less fixed-route service, or focus on areas of higher ridership concentration? The focus of the program is to focus on areas of higher ridership concentration.
76. Will there be service on the weekends? Yes.
77. Does the City anticipate increasing the vehicle fleet be increased incrementally if ridership exceeds capacity? Increases in vehicle fleet can result upon ridership demand and available funds.
78. If ridership demand surpasses ability to service, will there be a penalty for trip denial? Will any ADA rules apply? No penalty for trip denials due to demand overages.
79. Will the City permit the contractor to subcontract maintenance operations? Yes.
80. Will the City expect to have access to the proposed software or just reporting data? The City will expect to have access to the proposed software.
81. The RFP does not specify liquated damages. Are there any that the vendor should be aware of? The City will move forward with the current document as written.
82. Please provide a set time of operations to enable an apples-to-apples comparison of bidders' pricing models, with the understanding that service hours will be finalized with the selected vendor. As stated in the RFP, "Service hours will be finalized with the selected vendor. Currently the desire of the pilot project is to serve the maximum number of riders in the most efficient manner."
83. Will the local subsidy mentioned in section 3.4 of the RFP be the same funding source for future years of service, or will a new source need to be identified? New sources may need to be identified in future years.
84. Please acknowledge that driver uniforms will not be a part of the bidder's cost proposal pursuant to section 6.7 of the RFP. Uniform costs will be incurred by the City.
85. What is the anticipated "soft launch" date? Beta testing for soft launch is slated for April 12th, 2020
86. What is the anticipated contract award date if service is to begin on April 22nd? Anticipated award date is February 26th, 2020
87. How is it anticipated that customer complaints be handled? Through a platform designed by the proposer.

88. Will the City consider replacing the termination for convenience clause with: "Either party may terminate this Agreement for convenience upon not less than thirty (30) days prior written notice to the other party?" The City will move forward with the current document as written.
89. Will the City consider replacing the language that surrounds "contract violation" with: *"If either party violates any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other party to terminate this Agreement in accordance with the following procedure: The non-defaulting party shall give the offending party thirty (30) days' written notice of default and the opportunity to remedy the violation or take steps to remedy the violation. If at the end of such 30-day default notice period, the party notified has not remedied the purported violation or taken steps to do so, the non-defaulting party may terminate this Agreement as follows: within ten (10) business days following the last day of the 30-day default notice period, the non-defaulting party shall give the defaulting party not less than (fifteen) 15 business days' notice of termination. If the non-defaulting party does not provide the notice of termination within ten (10) business days, the default notice shall be deemed rescinded."* The City will move forward with the current document as written.
90. Would the City consider including in the agreement the following language: *"In the event Proposer is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, governmental action or any other condition or cause beyond Proposer's control, City shall excuse Proposer from performance under this Agreement."* The City will move forward with the current document as written.
91. Will the City consider adding the following language to the contract terms: *"In the event of a driver shortage, Proposer shall be permitted to pass through the cost of incremental labor and travel and expense costs. A driver shortage shall mean less than 90% of the drivers needed meet the City's service requirements."* The City will move forward with the current document as written.
92. The California Consumer Privacy Act, effective January 1, 2020, will require First Transit to terminate access by another business or a third party to a California consumer's Personal Information ("PI") under circumstances that constitutes a "Sale" under the Act, upon a Consumer's opt-out or "do not sale" request. One of the exceptions to a "Sale" as defined by the Act is a disclosure to a qualified "Service Provider" as defined by the Act. The following provision will ensure that First Transit qualifies as a Service Provider and thereby protect the flow of any personal information between the parties as needed to conduct business under this agreement: *"CITY is a government entity or a not-for-profit entity and is not a "Business" as defined by the California Consumer Protection Act ("CCPA"). If CITY's status in such regard changes, CITY shall provide First Transit, Inc. ("FT") prompt notice so that the parties may in good faith negotiate an amendment that will address the parties' respective obligations under the CCPA as to CITY as a Business and as to FT as a Service Provider. In the event of any future privacy or other laws that create new compliance obligations for the parties arising out of their relationship pursuant to the Services or Agreement(s), the parties shall in good faith negotiate a further amendment that will address the parties' respective obligations in connection therewith. CITY Personal Information ("PI" as defined in the CCPA) collected in the course of performing the Services is CITY's property, which CITY solely owns and controls. FT shall not retain, use, or disclose CITY PI for any purpose other than performing the Services for CITY as specified in the Agreement, unless for a reasonable Business Purpose related to the Services (e.g., fraud prevention, accident and personnel investigations, and security), or as required under applicable law or court order ("Permitted Purposes"). Consistent with the parties' Agreement, FT shall retain, use, and disclose CITY PI for the Permitted Purposes, but for no other purposes. To the extent otherwise permitted by the Agreement(s), FT may itself independently Collect PI ancillary to the Services as an independent Business (e.g., managing our personnel and their conduct and activities), which data shall be FT's property, solely owned and controlled by FT, and FT shall be solely responsible for compliance with the CCPA and applicable laws regarding such data. In addition, FT is authorized as part of the Services to create aggregate and/or deidentified data from the CITY PI, which upon such creation shall no longer be CITY PI and shall be FT's property, solely owned and controlled by FT, and FT shall be solely responsible for compliance with the CCPA and applicable laws regarding such data; provided, however, that FT commits not to attribute you as a source of such data except to the extent*

required under applicable law or court order. Please confirm the City will accept this language. The City will move forward with the current document as written.

Please submit your price proposal accordingly.

Please acknowledge receipt of this addendum with a signed copy of the addendum with the quote submittal. Failure to do so may result in an invalid proposal. If you have any questions, please contact me at (310) 412-5266.

Authorized Signature

Sincerely,

Michael Tate
Purchasing and Contract Services Manager
City Of Inglewood

ATTACHMENT NO. 4

EXHIBIT "C" RFP - 0142



City of Inglewood, California
Request for Proposals



**RFP-0142
TRANSPORTATION DEMAND MANAGEMENT (TDM) PROGRAM
MICROTRANSIT PILOT**

Request for Proposals
Release Date:

December 19, 2019

Deadline for Questions Regarding the
RFP:

January 10, 2020
Via email only:
RFP-0142_TDM_PROGRAM@cityofinglewood.org

Deadline for Submitting Proposals

January 22, 2020 at 11:00am Pacific

Proposal Submission Address:

Office of Purchasing Division, City of Inglewood, 8th Floor
One Manchester Boulevard, Inglewood, CA 90301
Attn: Michael Tate, Purchasing and Contract Services
Manager

Interviews (teleconference or in-
person, if needed):

January 30th, 2020

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INVITATION TO SUBMIT PROPOSALS (Specifications and Conditions Governing Award)

The City of Inglewood solicits and will receive proposals duly filed as provided herein for a qualified contractor to provide for the operation of a microtransit system for Inglewood residents working at LAX with the TRANSPORTATION DEMAND MANAGEMENT (TDM) PROGRAM'S MICROTRANSIT PILOT, as specified in the Request for Proposals (RFP-0142).

Each proposal shall be submitted and completed in all particulars and must be enclosed in a sealed envelope addressed to the City of Inglewood, Purchasing Division, Inglewood City Hall 8th Floor, with the designation of the TRANSPORTATION DEMAND MANAGEMENT (TDM) PROGRAM'S MICROTRANSIT PILOT appearing thereon.

The City Council reserves the right to waive any irregularities in any proposals, and to take proposals under advisement for a period not to exceed one hundred and eighty (180) days from and after the date proposals are opened and announced.

The City Council reserves the right to reject any or all proposals and to waive any irregularities in any proposals, and to take proposals under advisement for a period not to exceed one hundred and eighty (180) days from and after the date proposals are opened and announced. Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under them. The Contractor or any subcontractor shall comply with the requirements of said sections in the employment of apprentices.

The proposal should be in a sealed envelope with specification number, description date and the time of opening plainly marked on the outside of the envelope.

The following conditions and terms apply:

1. The City reserves the right to reject any or all proposals.
2. Attached are detailed specifications and conditions for proposal submission.
3. You must execute your contract within ten (10) days after the City mails it; if the contract is not executed within ten (10) days, the City reserves the unilateral right to cancel it.
4. If any provision of the contract is violated, the City, after suitable notice, may cancel the contract and make arrangements to have the products and or services supplied by others. Any extra cost to the City will be paid by the proposer.
5. Proposals may be obtained from the Purchasing Division located on the 8th floor (Room 880) of City Hall, or call (310) 412-5266.



David Esparza, Assistant City Manager/CFO

12/19/2019

Date

1. THE OPPORTUNITY

The City of Inglewood (City) is seeking proposals from qualified microtransit service teams to launch and operate a pilot program of a microtransit service to transport Inglewood residents who work at Los Angeles International Airport (LAX) between the City of Inglewood (Inglewood) and LAX. For the purpose of this project, the City defines microtransit as “a transit service that offers flexible routing and/or flexible scheduling of minibuses.” This opportunity is limited to vendors who are approved technology vendors of Phase 1 and Phase 2 of Metro’s MicroTransit Project.

The City of Inglewood’s Transportation Demand Management Program has recently conducted a service design analysis for this pilot program. The process was led by five guiding principles to design a service that achieve the City’s goals, resources, and long-term success. Those being:

1. **Community Centric:** design a service where the people (Inglewood residents who work at LAX) are at the center of the design rather than the transit product.
2. **Technologically Feasible and Stable:** design a service based on emerging yet proven technology to avoid common recent pilot failures due to vendor, technology or other instabilities (i.e. funding, focus, and experience). Additionally, this pilot and specifically the technology procured will be required to work in collaboration with Metro’s MicroTransit Pilot Project that will launch Phase 2 in 2020.
3. **Efficient, Effective, and Scalable:** design a service that yields high ridership via a demand centric model rather than supply centric. As well as design a service that can flex and/or expand while protecting and maximizing financial responsibility.
4. **Dynamic and Flexible:** design a service that can evolve quickly to thrive in the fast-paced growth of Inglewood as well as adjust to ongoing construction at and around LAX.
5. **Competitive TDM Option:** design a service that provides a viable and desirable rider experience that is competitive with current car-centric behaviors.

The City of Inglewood seeks to enter into a contract with a vendor to provide the technology and operations for a 12-month microtransit demonstration pilot with an intention to continue this contract beyond this period and where possible expand the service. A unique part of this pilot project will include the direct collaboration with the anticipated launch of Metro’s MicroTransit Pilot Project Phase 2 with an intention to amalgamate Inglewood’s technology with Metro’s technology—therefore the Inglewood vendor will be required to be an approved technology vendor on the Metro MicroTransit Pilot Project implementation contract to be awarded in early 2020.

This RFP provides specific instructions regarding proposal format and other requirements. Pertinent data about the specific operations and the City of Inglewood are also included. Additional information, terms and conditions are provided in the Appendices section.

2. BACKGROUND

The following showcases the methodology and findings that this RFP intends to address.

2.1 Methodology

The service design analysis for a transit service between Inglewood and the LAX followed a process to determine a preferred service-model (such as fixed-route, microtransit, or Hybrid) that best addressed the aforementioned guiding principles. This process leveraged primary research, qualitative data, quantitative data, demand modelling, geospatial analysis, and technology assessments.

The following includes a brief overview of each process and key findings:

- Inglewood Resident Survey: The survey's primary purpose was to create a profile of shift start and end times. This revealed a directional demand model (i.e. to/from LAX) as well inform service hour demand.
- Origin-Destination Density Map: The purpose of the density map was to create a profile of the origin-to-destination complexities of the target audience. This revealed clear pockets of concentrated home-origin demand and a majority demand for Central Terminal Area (CTA) work-destination demand. Specifically, an estimated 2,300 people work at the Central Terminal Area at LAX—which represents over 60% of the total Inglewood residents that work at LAX. To note: this target audience of 2,300 people also includes some residents of Lennox whom share a zip code with Inglewood and would have access to this pilot service.
- Qualitative Data: The purpose of Inglewood Resident/LAX employee focus groups was to directly inform service design type considerations, existing conditions regarding travel times, and other key insights to remain community-centric.
- Geospatial Analysis and Demand Modelling: The purpose of this process was to generate routing, service-type, right-of-way, service area, headway, trip durations. This included overlays of existing systems, services, stops, and other infrastructure such as parking lots. This revealed three key service design types for final consideration (fixed-route, microtransit, and Hybrid).
- Technology Assessments: The purpose of this process was to capture the latest emergent technologies, capabilities, functionality, and experience of leading transportation/shuttle service vendors. This also was to identify vendor attributes that may add risk to service deliverability.

The City will share this data with the selected vendor upon award of the contract.

3. SERVICE DESIGN

Microtransit was selected as the service model that best met the guiding principles described above. Microtransit is commonly described as “a transit service offers flexible routing and/or flexible scheduling of minibus vehicles.” Core features of this emerging transportation solution include a service that is dynamically routed, shared, and demand-responsive. Based on the modeling of this project the following key service operational features have been identified:

3.1 Pilot Target Audience

For the pilot phase, the service design provides service to residents who live in Inglewood zip codes and can access their LAWA jobsite at the Central Terminal Area (CTA). This is because over 2,300 of an estimated 3,800 total Inglewood residents working at LAX access their jobs at CTA. This will allow Inglewood to showcase proof of concept, leverage key performance indicators, and maximize initial funding resources while delivering a project with a future expectation to serve other dense work locations at the airport in later years.

3.2 Pilot Technology Attributes

Through demand-responsive technology solutions, this service will launch a transit solution that dynamically matches residents for high-occupancy shuttle rides, leverage dynamic routing and virtual transit stop functionality, and safeguard on-time arrivals to work for employees. Most importantly, residents will be in control of this commute experience by being guided to a convenient/safe pick up point, knowing estimated pick-up window, guaranteed drop-off time, and other key trip details through a smart-phone app. The most important aspect of this service design is the technology solution's ability to guarantee on-time arrivals at work. Second only to guaranteed arrival times, a key service attribute for this project will be able to book rides in advance as well as in real-time. Passengers will be verified upon boarding via LAX badge and app account access and other key details. Inglewood will be able to gather data to calculate reductions Greenhouse Gas (GHG) Emissions and Vehicle Miles Traveled (VMT).

Key features of the requisite technology include the following:

- Dynamic routing and service design management including but not limited to virtual stops, trip demand, zone-based vehicle assignment/dispatch, and ADA trip requests
- Ability to provide easy passenger directions to virtual stop
- Ability to easily update/add/move virtual stops throughout the project
- Ability for passenger to choose best matched trip from a series of options
- Ability to provide passenger with trip drop-off guarantee to work (i.e. service requests are based on when they need to be work and not necessarily when they want to leave).
- Use of both real-time, historical traffic data, and customizable routing variables for routing effectiveness
- Ability for passenger to contact driver during pickup/drop off processes and other key details such as vehicle description/image, license plate number, and where possible location
- Ability to access service without smart phone
- Customization of driver wait time functionality and notifications (i.e. "driver has arrived and will depart in 45 seconds")
- Ability to access service without credit card in registration
- Functionality to manage/prevent no-shows (i.e. one no-show distributes key warning message, two no-shows results in program removal, etc.)
- Passenger notifications including but not limited to proximity of driver pick-up, wait time, updated trip details such as pick up window, vehicle description/image, survey participation, service notices/changes, etc.
- Detailed and regular reporting of key performance indicators (dashboard or other methods) including but not limited to cost per trip, trips per vehicle hour, trip request by booking time (i.e. days in advance, 12-hour+ in advance, 1-hour in advance, 30 minutes in advance, or real time), virtual stop performance, star-rating/passenger feedback, successful bookings, failed bookings, new accounts, user usage, no-shows, cancels, abandoned searches, trip time, unique accounts, etc.
- Subscription/reservation trip booking functionality including for advanced multi-day bookings, multi-seat bookings, ADA requirement bookings, and other customized trip details
- On-demand booking functionality
- Payment integration/coupon codes/subsidy to allow payment options and exclusive access
- LAX employee/ Inglewood Resident verification processes

- Registration process that collects data that allows the calculation of VMT reduction and GHG reduction impacts, such as previous commute mode and home address.

3.3 Pilot Service Hours/Frequency

Service hours will be finalized with the selected vendor. Currently the desire of the pilot project is to serve the maximum number of riders in the most efficient manner.

Based on our demand distribution of shift time, we anticipate the hours would serve two longer peak periods of service (i.e. multiple hours of service with entire fleet active) and with an anticipated opportunity for highly-reduced service in non-peak windows (i.e. two vehicles in service). Based on our current data, the top peak periods occur at and around midnight and 1pm. The service design was developed to have a service frequency of every 30 minutes minimum.

These hour assignments and frequency will be finalized based on pricing results, expertise/technology from the secured vendor, and additional data obtained prior to launch of the pilot by establishing key partnerships with employers to obtain more refined target peak windows.

3.4 Fare Collection

During the pilot period, eligible employees will ride the shuttle free of charge through a program subsidy. LAX employment and Inglewood residency will be verified during the registration process. Drivers may be asked to check IDs as well. After the end of the pilot phase, fares may be paid by employees or by employers. The fare payment process and system needs to be able to accommodate full or partial employer fare subsidies and include a process for individuals who do not have a credit card or bank account to pay fares.

Additional desirable functionality includes future employer subsidy processes through coupon codes, email address restrictions or other such methods available by the vendor. The selected vendor will also advise and support bridging technology solutions surrounding payment and fare collection processes with Metro's MicroTransit Pilot Project where needed.

3.5 Microtransit Zones and Priority Virtual Stops

This Microtransit project has two key locational components based on the results of the service-model analysis. Those include a zone-based vehicle assignment that maximizes the fleet of vehicles to serve the majority of demand based on roadway networks and key virtual stops based on highest-density of trip origin-destination details. The proposed zones and virtual stops will be vetted, verified/updated, and finalized with the selected vendor based on their expertise and abilities.

Service design elements for priority virtual stops are based primarily on the walking access to each of the virtual stops. The stops identified to date serve 66 percent of the people who live in Inglewood and work at the CTA. To determine the number of vehicles by time of day, ridership at the virtual stops was allocated to each trip based on the distribution of shift times at the CTA. The City anticipates adding additional virtual stops during the pilot project, however the following stop locations were identified based on serving the highest demand.

A few details that informed the development of these proposed zones and stops include:

- There are six zones identified with 26 total virtual stops within the service (each stop on the home end will include a to/from location based on direction of vehicle). Priority virtual stop distribution includes:
 - 15 in Inglewood
 - 6 in zip code shared by Inglewood and Lennox (90304)
 - 5 at the CTA
- 66% of the target audience live less than a 3.5-minute walk to identified virtual bus stops
- Each virtual stop will have a site assessment conducted by the City's TDM staff where existing conditions will be captured, placemaking considerations will be developed, and park & ride lots will be identified and secured (if not Inglewood owned parking lots).
- Additional virtual stops will be considered based on future data sets received and available supply of vehicles during the pilot to ensure a valuable and successful service that meets the community's needs.
- Stops at the CTA were identified to most efficiently serve the terminals. Should the service be given access to the Bus Only Lanes at LAX, stop locations could expand to every terminal.
- The service design framework, including but not limited to the zones and priority virtual stops showcased below, will be reviewed, verified, and/or refined with the selected vendor of this procurement in conjunction with any new data obtained prior to launch.

Figure 1: Six Microtransit Zones

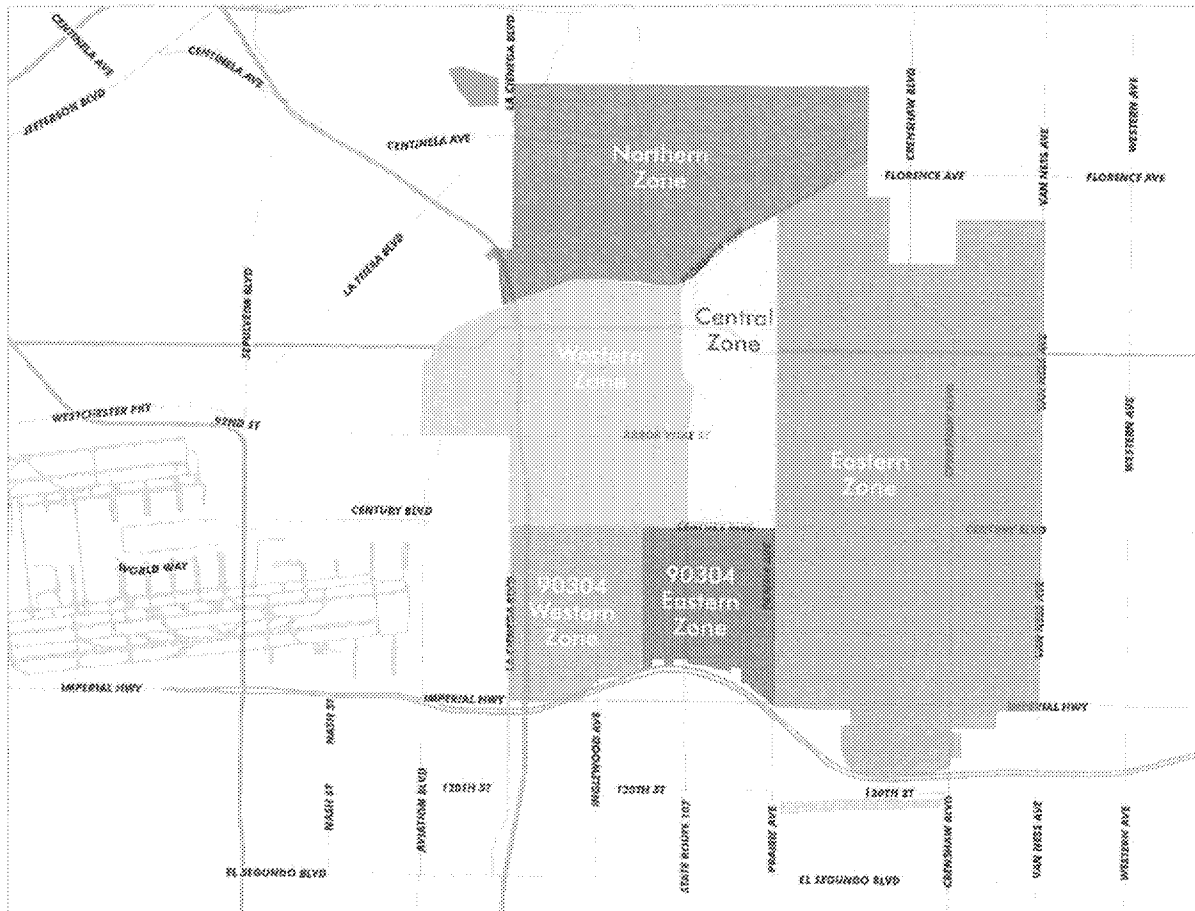


Figure 2: Microtransit Zones and Priority Virtual Stop Locations



3.6 Vehicles and Vehicle Demand Modelling

It is anticipated that the pilot would launch with eight (8) vehicles based on our initial demand modelling. Fleet size and vehicle type will be analyzed, verified/updated, and/or refined with the selected vendor and associated costs. The City aims to secure a vendor that can flex the fleet size and vehicle sizes during the pilot project if needed. Vehicle fleet size requirements for service between Inglewood and the LAX Central Terminal Area (CTA) may also vary by time of day and will be finalized with the selected vendor.

Vehicles will be required to meet LAX's alternative fuel vehicle requirement standards, be certified to access and make stops at LAX, include ADA service compliance within the fleet, and require a vendor that can flex number of vehicles/vehicle types/drivers/service hours if needed and agreed to. Preferred vehicles to launch will yield 12-18 passenger capacity minimums. Seat capacity takes into

consideration the need for some passengers to use space inside the vehicle for carry-on bags, tools, large backpacks, and other items discovered in the focus groups.

Highly preferred vehicle attributes will include USB charging ports for each seat, Wi-Fi, a convenience station (i.e. small bottles of water, charging cable library, snacks, and other items), cup holders, powerful climate control, and comfortable chairs. Vehicle cleanliness and interior experience will be explicitly managed to ensure a positive experience.

4. SCOPE OF SERVICES

The Proposer will provide the following four core tasks services over a 12-month period of the pilot project. The City has identified April 22nd, 2020 as the preferred service launch date, so activities and timeline are of the essence for this project.

Task 1: Service Design Verification and Refinement

- Establish a workplan that ensures the project meets the preferred service launch date of April 22nd.
- Analyze, verify/update and finalize the City's service design based on technology capabilities, costs, newfound data acquired by the City, and other core variables.
- Provide a risk management plan/memo that outlines how the vendor will handle any risks and incidents that could impact service delivery as agreed upon in the final service design plan.
- Provide a quality assurance/quality control plan/memo that outlines how the vendor will proactively manage the operations and ensure the highest quality service possible.

Task 2: Launch Preparation

- Develop and conduct driver training that includes at a minimum training on customer service, airport routes, driver safety, maintenance and safety procedures, ADA lift operation and technology training. Technology training must equip drivers to both report and deal with technology issues that come up during operations and equips them to assist riders with technology questions.
- Develop and implement plan to test technology and shuttle operations prior to the soft launch.
- Collaborate with the City with details and specifications needed for the City to develop marketing materials, vehicle wraps, and other promotional elements for the service to ensure launch timeline.
- The City is responsible for marketing, outreach, and advertising and will continue to develop an employer partnership, employee awareness and service ridership throughout the 12 months of the contract.
- Produce and add vehicle wraps and other branding to the vehicles. City will provide print-ready files and vendor shall incur installation costs.
- Collaborate and add vehicle brand and messaging to technology (white labeled app updated for the City's brand and key messages).
- Conduct a soft launch and make adjustments as needed prior to launch to ensure service is rider ready.
- Launch service on April 22nd, 2020

Task 3: Service Operations

- Service: Operate shuttle service during service hours, in the service area, and according to the service parameters identified in the final service plan.
- Training: Conduct ongoing driver training for new drivers and at a minimum every six months for existing drivers. Also ensure drivers are fully trained on the service attributes and intended experience for microtransit.

- Continuous improvement: Use rider, driver and client feedback to continuously improve the service delivery.
- Technology Amalgamation: Provide a technology platform that delivers on the features identified within this document. Subsequently, the selected vendor will be required (if/when directed during the pilot) to provide functionality, data management, and other processes for a seamless transition to the Metro MicroTransit Pilot Project technology platform-- only upon mutual agreement between Inglewood and Metro. Therefore, the selected Inglewood vendor will be required to be an approved technology vendor for Metro's aforementioned project.
- Fleet management:
 - Ensure that a sufficient number of vehicles are available to provide the service as specified in the final service plan. This include access to spare vehicles and technology for risk mitigation.
 - Ensure that vehicles are maintained in compliance with all applicable federal and state safety standards and maintain all vehicle equipment and technology in proper operating condition.
 - Maintain the upkeep and cleanliness of all vehicles.
 - Comply with LAWA/LAX's alternative fuel vehicle standard.
 - * All vehicles that operate at Los Angeles International Airport (LAX) with a GVWR of 8,500 lbs. or more shall be either (a) Alternative-Fuel Vehicles, (b) Optional Low NOx vehicles, or (c) under 14,500 lbs. GVWR and Model Year 2015 or newer (LEV III standard).
 - Obtain permits necessary to operate at LAX and install transponders provided by LAWA on each shuttle operating on LAWA property.
 - Ensure that all vehicles are certified to access and make stops at LAX and include ADA service compliance within the fleet.
- Driver management:
 - Ensure that regularly assigned operators or a fully-trained backup are available at all times to ensure consistent and reliable service.
 - Train all personnel on details of the service design, including the service area and virtual stops, rider identification protocol, etc.
 - Ensure that project personnel maintains a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service.
 - Ensure that personnel reports all passenger complaints and operational problems to project management staff and/or process to capture within the technology.
 - Regular technology/driver training throughout the pilot as ridership, routes, and rider experiences evolve throughout the project. This includes explicit messaging on the intended experience long-term.
 - Comply with California's minimum wage requirement and California Assembly Bill 5, classification of workers as employees vs. independent contractors.
 - Comply with FTA drug and alcohol testing requirements.
- Service adjustments: Adjust service as needed within the limits of the agreed upon scope.
- Communication: Communicate with passengers in a timely manner via the app as well as by phone and email, if appropriate, to ensure seamless communication regarding trip booking, departure and arrival times, incidents or delays, service changes and all other types of communication.
- Coordination: Work closely with the City's Project Manager and Transportation Demand Management team regarding marketing, communications, and other elements the City will be providing.
- Provide riders with a clear and free process for getting to/from work if the ride cannot deliver on the arrival guarantee.

Task 4: Assessments and Evaluation

- Meet with the City's Project Manager on a weekly basis during the pilot period.
- Provide a framework that enables and assist in evaluating key desired project outcomes such as VMT and GHG reductions. This will likely include customizing the data collected during the registration process, distributing surveys to users, facilitating on-board feedback opportunities, in-app customized push question distribution, and other methods.
- Provide a dashboard (or regular report distributions) for metrics of key performance indicators (KPIs) specified by the City, including but not limited to cost per trip, trips per vehicle hour, on-time arrival rates, regret time, trip request by booking time (i.e. days in advance, 12-hour+ in advance, 1-hour in advance, 30 minutes in advance, or real time), virtual stop performance, star-rating/passenger feedback, successful bookings, failed bookings, new accounts, app users by type, user usage, no-shows, cancels, abandoned searches, trip time, unique accounts, etc. In addition to monthly reports, KPIs must be made available upon request.
- Facilitate regular meetings to review, monitor, and address project key performance indicators.
- Facilitate regular meetings with drivers to ensure quality assurance processes are working and to manage quality control.
- Provide regular communications with the City regarding evaluation processes and findings.

5. MINIMUM QUALIFICATIONS

Proposers bidding on this RFP must meet the minimum qualifications outlined in this section and included within the proposal. All information and documentation provided is subject to verification.

- Proposer must demonstrate that they have been regularly and continuously engaged in the business of providing Microtransit services for at least the past two years.
- Proposer must be a current approved technology vendor of Phase 1 of Metro's MicroTransit Project.
- Proposer will need to be an approved technology vendor of Phase 2 of Metro's MicroTransit Project launching in 2020.
- Proposer must demonstrate that they are currently in compliance with all State of California Department of Transportation and/or US Department of Transportation rules, laws, and regulations. If awarded the contract, Proposers must provide documentation of ongoing compliance with applicable rules, laws and regulations.
- Proposer must demonstrate that they can comply with LAX's alternative fuel vehicle requirements and any/all other regulations from LAWA/LAX.

Proposer will be asked to provide proof of all professional permits, licenses, and credentials necessary to perform the services specified in this RFP. Any drivers directly employed by or contracted under the Proposer must be licensed per state and federal licensing requirements and all drivers must be at least 21 (twenty-one) years of age.

6. SUBMITTAL REQUIREMENTS

Written responses to the must be prepared as specified below. Respondents should follow the checklist provided in the appendices section to ensure that all requirements are met. No changes to responses may be made after the submittal deadline.

1. One (1) signed original and three (3) copies of the proposal are to be mailed/delivered to the Office of Purchasing Division at the City of Inglewood (complete address listed below) **received on or before 11:00am PST on January 22nd, 2020**. Original must be clearly marked "original" and copies clearly marked "copies";

Note: Any responses received after this date and time will not be considered by the City.

2. Proposals are to be printed double-sided and bound. While there is no page limit to proposals, the City appreciates the ability to communicate effectively and efficiently. Where possible each section should be separated by clearly marked tabs.
3. Printed responses shall be enclosed in one sealed package with the name and address of the respondent in the upper left-hand corner and marked "TRANSPORTATION DEMAND MANAGEMENT (TDM) PROGRAM'S MICROTRANSIT PILOT" RFP-0142 and must include one (1) flash drive pre-loaded with a PDF version of the final proposal, attachments and recent firm financial statements; and
4. The response shall be signed by an officer, or officers, authorized to execute legal documents on behalf of the respondent and the complete package submitted to: Office of Purchasing Division, City of Inglewood, 8th Floor One Manchester Boulevard, Inglewood, CA 90301 Attn: Michael Tate, Purchasing and Contract Services Manager.

The City reserves the right to waive informalities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations, and to make awards to the Proposer whose proposal best addresses the scope and requirements outlined in this RFP. Each firm is responsible for the timely delivery of any response. Additionally, the City will not be responsible for the delivery of any proposal to the wrong address or City department. Each firm assumes all risks and/or consequences of an incorrect delivery or an untimely delivery of a proposal. In order to meet the timeline of the project, the City has secured January 30th, 2020 to conduct interviews with finalists (if needed). These can be done in-person at the City of Inglewood or if needed via teleconference.

The Proposer shall pay for all costs associated with the proposal preparation. The City shall not pay for or reimburse any costs relating to the proposal preparation or presentations.

6.1 Cover Letter and Authority to Propose

Include a cover letter to identify the Proposer, name the key point of contact and provide evidence that the signor has legal authority to enter into binding contracts on behalf of the Proposer Team. The letter must be on official company letterhead, identify the Proposer's legal structure, and be signed by the person or persons who have legal authority to bind the firm in contractual matters with the City (see Appendix D). It must also contain signor's contact information as well as a copy of the Corporate Resolution or other appropriate evidence of authority to bind the identified firm. The City reserves the right to reject any proposal that contains an unsigned cover letter and/or submits incomplete documentation (recommended cover letter not exceed one page).

6.2 Table of Contents

Each Proposal must include a Table of Contents indicating section headers and pages and indicate any attachments or materials included in the Proposal.

6.3 Executive Summary

The Executive Summary is a brief statement of key features of the Proposal, team qualifications and evidence of understanding of the scope and services to be provided. Proposers must describe the Proposer Team's strengths and qualifications, capacity to complete the scope of work, key experience, and expertise and a statement explaining why the Proposer's proposal would be the best selection (recommended it not exceed two pages).

6.4 Proposer Team

1. Provide a brief overview and an organizational chart of the key team members, identifying a Prime Proposer that will be responsible for all contract matters (the Prime Proposer's authorized representative should be the same as the signor of the cover letter and authority to propose) as well as the Project Manager;
2. Explain how the Proposer will assemble (or has assembled) a complete team with the experience and capacity to carry out the responsibilities of the Proposal;
3. Describe Proposer Team experience operating microtransit, of similar scope and size, within California or elsewhere, and include relevant examples;
4. If applicable, describe Proposer Team's experience working together on shuttle operations projects successfully; and
5. Describe Team knowledge of local community transportation needs, and/or history and experience serving the City of Inglewood or the surrounding areas.

6.5 Statement of Work

Proposers must provide a statement of work and description of the Proposer Team's approach and methodology for the scope of services. The statement of work should address all technology, service, regulatory and other requirements outlined in the draft service design and scope of services in this RFP.

6.6 References and Relevant Project History

The Proposer must show evidence of having implemented a minimum of ten microtransit projects and provide three references, preferably from similar projects either ongoing or completed within the last three to five years. The City of Inglewood, in its sole discretion, reserves the right to contact and verify all references, and to request additional supporting information and/or documentation from the Proposer. References must include the following (see Appendix C for formatting guidelines):

1. List local, county, state, federal, or entity name, contact info and describe the work produced
2. List contact person(s) – primary contact should be an individual with direct knowledge of contract and service performance; include direct phone and email
3. Provide an overview of the scope of work for each project
4. Provide launch time for each project from contracting to service launch
5. Provide projects metrics and outcomes – include average cost per vehicle hour, on-time arrival rates, trips per vehicle hour, passengers per day, and passenger ratings
6. Provide examples of work produced – include any relevant press, advertising, images or web links

6.7 Cost Proposal

The Proposer must present a concise list of the scope of services and the associated costs that the team will provide to best meet the needs of the service design including but not limited to technology, vehicles, drivers, operating costs, and project management costs. The Proposer should organize components of their pricing to ensure the flexibility of specific variable costs are quoted for consideration such as vehicle size. No specific City budget amount for this RFP will be provided to Proposers.

Core marketing expenses to generate awareness of the program shall be incurred by the City, such as brochures, advertising, uniforms, and other promotional pieces. Expenses such as vehicle wraps, interior features, vehicle cleanliness, etc. are expected to be incurred by Proposer while the City will provide any relevant print-ready design files for production. The Proposer will be expected to provide specifications for items such as vehicle wraps, signage and other attributes as needed.

Expenses such as travel, postage, reproduction and related costs necessarily incurred by Proposer are to be reflected. Such expenses will not be eligible for reimbursement unless approved by the City in advance. Any costs incurred by Contractor which are not specifically provided for herein shall be the sole expense of the Contractor. Any omissions or ambiguities will be construed most favorable to the City.

6.8 Forms

Proposer must complete and include all relevant forms listed in 10: Appendices and Attachments along with the proposal.

7. EVALUATION AND SELECTION PROCESS

All Proposals that submit the information requested in this RFP will be evaluated on the basis of professional experience, qualifications and services to be performed. The City reserves the right to judge, appraise and reject all proposals, or to otherwise cancel the RFP process. The City reserves the right to request additional technical information or clarification of information submitted during the evaluation process.

The written proposal, and potentially an oral interview, will be evaluated using the following weighted criteria:

1. Qualifications, Background and Experience of the Proposer Team	30 pts
2. Statement of Work and Methodology	25 pts
3. Performance Metrics and References from Similar Projects	30 pts
4. Cost Proposal	15 pts
	Total: 100 pts

7.1 Evaluation Criteria

Proposals will be evaluated based on the following criteria including, but not limited to:

1. Qualifications, Background and Experience of the Proposer Team (30 pts)
 - The Proposer has provided a credible plan to assemble and engage all necessary team members.
 - The Proposer has included key members that collectively demonstrate strong expertise and capacity in both the development, operation, and refinement of a Microtransit system.
 - The Proposer has included key information on the financial stability of the firm(s) and commitments to fulfill this scope of services.
 - Proposer has delivered at least ten on-demand, dynamic route services in the past five years and has experience with successfully transporting more than 500 passengers per day in a single service.
 - Proposer has successfully delivered projects with guaranteed arrival time services to their riders.
 - Proposer has been selected as an approved technology vendor for Metro's MicroTransit Pilot Project Phase 1 and Phase 2 for implementation.
2. Statement of Work and Methodology (25 pts)
 - The Proposer has a concise and clear statement of work that showcases an ability to meet the desired timeline, achieve project outcomes, and address service design components.
 - The Proposer has clearly communicated their unique methodology and product differentiators that best fit this project's needs.
 - The Proposer has demonstrated ability to work with subcontractors listed in their proposal.

- The Proposer has clearly articulated the technology functionality, security, and user experience as they relate to the requirements of this project.
3. Performance Metrics and References from Similar Projects (30 pts)
 - References were able to provide feedback and information regarding the Proposer's experience and qualifications based on similar projects and/or services as outlined in this RFP.
 - Proposer has provided project details from similar clients deemed to be satisfactory by the City of Inglewood.
 - Proposer has achieved core metrics and outcomes with similar projects that are leading in the field of microtransit.
 4. Cost (15 pts)
 - The Proposer has provided a comprehensive menu of costs that showcase the breadth and depth of the operational options for the service design.
 - The Proposer has provided a recommended operations cost estimate to launch the pilot program that is within the City's cost estimations. No specific City budget amount will be provided to proposers.

8. DEVELOPMENT OF FINAL AGREEMENT

Inglewood plans to issue an Agreement following issuance of this RFP. The successful Proposer will be subject to the terms of the Agreement.

8.1 Agreement Execution

The City of Inglewood intends to enter into an Agreement with the selected Proposer based upon evaluation criteria defined herein. After the evaluation process is completed, a maximum ten (10) day limit will be established for the Agreement to be executed. If the Agreement is not executed by a successful Proposer within the set time period, the City reserves the right to extend the time period or to enter into an Agreement with another Proposer. The City reserves the right to revise the draft Agreement a) to reflect the successful Proposer's financial proposals, b) as necessary to achieve the City's best interests as determined by the City in its sole discretion, and c) to approve or reject changes to any Team based on objective criteria, at its sole discretion. Upon the commencement date of the Agreement, Inglewood will provide updated information on data and materials necessary to implement a successful pilot shuttle project subject to the terms and conditions of the Agreement.

8.2 Threshold Requirements

A written submittal to this RFP will be the primary basis on which the City will consider its award for the contract. Therefore, Proposers should be thorough, detailed, and as concise as possible when responding to each proposal item and proposals must be complete and responsive to all items identified in this RFP. In the written proposal, Proposers must include responses to all proposal items requested and Proposer's concept must be aligned with the proposed system. Proposers will not be able to add to or modify their proposals after the proposal due date. The City may deem a Proposer non-responsive if the Proposer fails to provide all required documents and copies. In submitting the proposal, the Proposer agrees the proposal will remain valid for 180 days after the deadline for submission of proposals and may be extended beyond that time by mutual agreement.

9. GENERAL PROVISIONS

The City of Inglewood hereby extends an invitation to submit a proposal, in accordance with this Request for Proposal (RFP), to provide labor and or materials for the designated service. Furthermore, the City makes no representation that any agreement will be awarded to any firm responding to this request. There are no expressed or implied obligations for the City to reimburse responding firms for any expense incurred in preparing a proposal in response to this request. All information submitted to the City of Inglewood shall become property of the City and will be returned to the Proposer at the City's option.

9.1 Payment Terms

Standard payment shall be made by City check.

9.2 Inglewood Business Tax Certificate

The vendor agrees to, at all times during the performance of the agreement, obtain and maintain an Inglewood City Business Tax Certificate. The purchase of the Certificate must be made prior to the rendering of services and a copy of the Certificate must be forwarded to the Purchasing Division.

9.3 Sales Tax

The City of Inglewood is subject to the payment of sales tax. All suppliers will be required to include in your proposal/price quote the City of Inglewood sales tax rate of 10%. If a Proposer fails to include the City's sales tax rate in their proposal, the City will add the 10% amount to the proposal for evaluation purposes.

9.4 Request for Information

Firms shall provide any and all information requested by the City to assist in determining the Proposers' ability to provide quality services as outlined in Section 4 Scope of Services.

9.5 Basic Eligibility

The successful Proposer must be licensed to do business in the State of California. In addition, the successful Proposer must not be debarred suspended, or otherwise ineligible to contract with the City of Inglewood.

9.6 Insurance Requirements

When a contractor does work under a City contract, the managing department must have on file valid certificates of insurance and the required endorsements. The department must submit the required certificates and endorsements to the City Clerk, who will then forward the documents to the City Attorney's Office for review.

Required Insurance Coverage: The contractor and/or its subcontractor shall obtain and maintain at its expense, until completion of performance and acceptance by City, the following insurance placed with an insurer admitted to write insurance in the state of California or a non-admitted insurer on State of California's List of Approved Surplus Lines Insurers (LASLI) and the non-admitted insurer must have a rating of, or equivalent to, A: VIII by A.M. Best Company:

- a) Commercial General Liability Commercial General Liability (equivalent in coverage scope to Insurance Services Office, Inc. (ISO) form CG 00 01 11 85 or 11 88) in an amount not less than \$5,000,000 per occurrence and \$10,000,000 general aggregate. Such insurance shall include products and completed operations liability, independent contractor's liability, broad form contractual liability, and cross liability protection. The "City of Inglewood, its officials,

employees, agents, and volunteers" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to Insurance Services Office, Inc. (ISO) forms CG 20 10 11 85 or CG 20 26 11 85.

- b) Commercial Automobile Liability Commercial Automobile Liability (equivalent in coverage scope to ISO form CA 00 01 060 92) in an amount not less than \$5,000,000 combined single limit per accident for bodily injury and property damage covering Auto Symbol 1 (Any Auto). If an automobile is not used in connection with the services provided by the contractor, the contractor should provide a written request for a waiver of this requirement.
- c) Workers' Compensation and Employer's Liability Workers' Compensation as required by the California Labor Code and Employer's Liability in an amount not less than \$1,000,000 per accident.

Required Insurance Documentation:

- a) Certificate of Insurance

The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder must be the "City of Inglewood," and the Certificate Holder's address must be the address of the City of Inglewood.

- b) Endorsements

In addition to the Certificate of Insurance, the contractor must provide the following endorsements:

Cancellation Notice Endorsements:

Each policy must be endorsed to provide that the policy shall not be cancelled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with written notice thirty (30) days prior to cancellation or ten (10) days written notice for cancellation due to nonpayment of premium.

Primary and Non-contributory Coverage Endorsements:

The general liability and (if required) professional liability policies must be endorsed to provide that each policy shall apply on a primary and non-contributing basis in relation to any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees and agents.

Waiver or Modification of the Insurance Requirements:

Any waiver or modification of the insurance requirements can only be made by the City Attorney. All waivers or modifications request are reviewed on a case-by-case basis.

9.7 Indemnification

The Proposer shall indemnify, defend and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the operator, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, except where caused by the active, sole negligence, or willful misconduct of the City. If any action or proceeding is brought against Indemnities by reason of any act of the matters against which consultant has agreed to indemnify Indemnities as provided above, vendor, upon notice from City, shall defend Indemnities at Proposer's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld.

9.8 Non-Discrimination

No discrimination shall be made in the recruitment or employment of persons working on behalf of or as an agent for the City of Inglewood because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender identity, gender expression, age, sexual orientation, or military and veteran status or any other legally protected class except as provided in Section 12940 of the Government Code, and every vendor for the City of Inglewood violating this section is subject to all the penalties imposed for a violation of this chapter (California State Labor Code §1735: Discrimination in Employment Because of Race, Color, etc.).

9.9 Basic Eligibility

Evaluations will be based upon evaluation criteria defined herein listed in this document under Section 7 EVALUATION AND SELECTION PROCESS. The City may select a limited number of consultants for in-person interviews before awarding a contract to the successful Proposer.

9.10 Execution of Agreement

A Proposer to whom award is made shall furnish all services in accordance with the provisions hereof and within the time stated in the proposal. If a Proposer to whom an award is made fails or refuses to enter into the contract as herein provided or to conform to any of the stipulated requirements in connection therewith, an award may be made to the Proposer whose proposal is next most acceptable to the City. Such Proposer shall fulfill every stipulation embraced herein as if he/she were the party to whom the first award was made. A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence and of its rights to conduct business in the state of California.

9.11 Termination of Agreement

The City may terminate the contract at its own discretion or when conditions encountered make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the contract by law, or by official action of a public authority.

9.12 Right of City to Withhold Payment

The City may withhold or nullify the whole or any part of any payment due the vendor to such extent as may reasonably be necessary to protect the City from loss as a result of:

1. Defective materials not remedied in accordance with provisions of specifications
2. Claims or liens filed or reasonable evidence indicating probable filing of claims or liens
3. Whenever the City shall, in accordance herewith, withhold any monies otherwise due the vendor, written notice of the amount withheld, and the reasons therefore shall be given the vendor, and, when the vendor shall remove the grounds for such withholding, the City will pay to the vendor, within 35 calendar days, the amount so withheld.

9.13 Cost of Proposal

The Proposer must present a concise list of the scope of services and the work products that the firm proposes to provide. Expenses such as travel, postage, reproduction and related costs necessarily incurred by Proposer are to be reflected. Such expenses will not be eligible for reimbursement unless approved by the City in advance. Any costs incurred by Contractor which are not specifically provided for herein shall be the sole expense of the Contractor. Any omissions or ambiguities will be construed most favorable to the City.

9.14 Duration of Agreement

The duration of the agreement shall be for a term of one year (12 months), with four possible extensions of one year each based on performance of the pilot demonstration project, ability to flex and/or expand the service attributes to maximize service delivery, costs, and a successful partnership with LAWA/LAX.

9.15 Choice of Law/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 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles, California.

9.16 Addendums (Revisions to the RFP and/or Responses to Questions and Comments)

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by Addendum. Any Addendum will become part of this RFP and part of any contract awarded as a result of this RFP. Any questions submitted by the deadline will be addressed and the answers will be posted online. All addenda and responses will be posted on the City of Inglewood website. <https://www.cityofinglewood.org/Bids.aspx>

9.17 Proposal Preparation Costs

The Proposer shall pay for all costs associated with a proposal preparation. The City shall not pay for or reimburse any costs relating to the proposal preparation.

10. APPENDICES AND ATTACHMENTS

APPENDIX A: INSTRUCTIONS TO PROPOSERS

Before submitting your proposal, have you properly completed the following? ✓

1. PROPOSAL

- Have you responded to the proposed scope of services? _____
- Have you submitted all requirements per this Request for Proposals? _____
- Are Proposal materials and recent financial statements prepared and submitted as requested? _____
- Is Proposal properly signed and dated? _____

2. CONTRACT COMPLIANCE

- Have you completed the non-collusion affidavit? _____
- Is the non-collusion affidavit properly signed by a Company Officer? _____
- Have you examined, and do you understand the requirements and submittals to be furnished on the project? _____

3. BUSINESS TAX CERTIFICATE

- Are you aware of Inglewood Business Tax Certificate? _____

4. REFERENCE LIST

Have you completed the Reference List? _____

5. DESIGNATION OF SUBCONTRACTORS

Have you listed all subcontractors (if applicable)? _____

6. APPENDICES

Have you reviewed the Appendices section and completed all forms? _____

APPENDIX B: DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (commencing at Section 4100 of the Public Contract Code) and any amendments thereof, each quote shall set forth below: (a) the name and location of the place of business of each subcontractor who will perform work labor, and or render service to the vendor in or about the construction of the work or improvement to be performed under this contract in an amount in excess of one-half of one percent of the vendor's total quotation, and (b) the portion of the work which will be done by each subcontractor under this act. The vendor shall list only one subcontractor for each such portion as is defined by the vendor in this quotation.

If a vendor fails to specify a subcontractor or if a vendor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the vendor's total quotation, the vendor shall be deemed to have agreed that he/she is fully qualified and will perform that portion themselves.

No vendor whose quotation is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original quotation, or (c) subcontract any portion of the work in excess of one-half of one percent of the vendor's total quotation as to which his/her original quotation did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the vendor's total quotation as to which no subcontractor was designated in the original quotation shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

Subcontractors and/or major equipment suppliers

Company/Subcontractor Name	Address & City	Type of Service	License No. (if applicable)

--	--	--	--

APPENDIX C: REFERENCES FOR WORK COMPLETED ON SIMILAR PROJECTS

(Provide three (3) references using the format below)

Organization/Agency:	
Address:	
Contact Person:	
Phone:	
Email:	
Project Description:	
Project Budget:	
Project Dates:	
Scope of Work Provided by the Proposer:	
Launch timeframe (time from contracting to service launch):	
Key performance metrics for the project lifecycle (such as but not limited to average cost per vehicle hour, on-time guaranteed arrival rates, trips per vehicle hour, passengers per day, and passenger ratings) and whether project goals related to KPIs were met.	
Relevant Project Materials, Web Links, Press Links:	

APPENDIX D: DECLARATION FOR THE PROPOSER

I declare, under penalty of perjury under the laws of the State of California, that I am an authorized agent or officer of the entity submitting this proposal and, in such capacity, I am empowered to submit this proposal on behalf of (entity):

.....
Proposer/Operator Firm

I also verify that all information submitted and contained herein is true and correct to the best of my knowledge and belief.

BY:

.....
Signature

.....
Printed Name

.....
Position/Title

.....
Date of Execution

APPENDIX E: NON-COLLUSION DECLARATION

The undersigned hereby declares and says:

That he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposal offered in connection with the contract described below.

(Full description of contract):

I declare, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct to the best of my knowledge.

Executed at _____, California, on

(Month & Date) , 20_____.

Signature of Officer or Authorized Agent

Print Name and Title of Officer or Authorized Agent

APPENDIX F: NO PROPOSAL FORM

To all Proposers:

If you do not intend to submit a proposal for this project, please indicate below and return this form to the purchasing division of the city of Inglewood.

_____ The firm cannot supply the services as specified, please change the classification of our firm to the following:

_____ The firm below cannot submit a proposal at this time because of the following:

_____ The firm below is not interested in being on the city of Inglewood vendor list, please remove our name.

RFP Number: _____

Name of Firm: _____

Address: _____

Phone: _____

Name of Individual: _____

Signature: _____

Date: _____

The Silverstein Law Firm, APC

July 21, 2020

**July 21, 2020 CC Hearing, Agenda Item No. PH-4;
Further Objections to IBEC Project SCH 2018021056;
FEIR and Other Approvals**

EXHIBIT 8

4.E TRAFFIC AND CIRCULATION

4.E.1 INTRODUCTION

This section analyzes impacts on existing and future transportation and circulation systems that would result from implementation of the proposed TOD Plan for Downtown Inglewood and Fairview Heights. Transportation-related issues of concern that are addressed include traffic on local and regional roadways, transit, bicycles, pedestrians, parking, freight loading, and construction-related activities. Transportation impacts are assessed for weekday AM and PM commute periods for existing and cumulative conditions.

This section is based on information contained in the Downtown Inglewood and Fairview Heights Transportation Study, prepared by Iteris, a copy of which is included as Appendix B, *Traffic Impact Analysis*.

DEFINITIONS

- **Average Daily Traffic (ADT)** represents the average traffic volume during a typical 24-hour day.
- **Bike Lane** refers to a corridor expressly reserved by markings for bicycles, existing on a street or roadway in addition to any lanes for use by motorized vehicles (Class 2 Bikeway).
- **Bike Path** refers to a paved route not on a street or roadway and expressly reserved for bicycles. Bike paths may parallel roads but typically are separated from them (Class 1 Bikeway).
- **Bike Route** refers to a facility shared with motorists and identified by signs or pavement marking symbols. A bike route does not have lane stripes (Class 3 Bikeway).
- **Bus Rapid Transit (BRT)** is a bus-based transit system that generally has specialized design, services and infrastructure to improve system quality and remove the typical causes of delay. BRT aims to combine the capacity and speed of light rail with the flexibility, lower cost and simplicity of a bus system by providing fully dedicated bus lanes along a significant part of their route. In addition, a BRT system typically has one or more of the following elements:
 - Alignment in the center of the road (to avoid typical curb-side delays);
 - Stations with off-board fare collection (to reduce boarding and alighting delay related to paying the driver);
 - Station platforms level with the bus floor (to reduce boarding and alighting delay caused by steps); and/or
 - Bus priority at intersections (to avoid intersection signal delay).
- **Collector** refers to a transitional street design that is between arterials and local streets. A collector is typically designed to carry 3,000 to 10,000 vehicles per day with one or more travel lane in each direction.
- **Congestion Management Plans (CMP)** are state-mandated programs (Government Code §65089a) that requires each county to prepare a plan to relieve congestion and reduce air

pollution. Unless otherwise specified, references to the Congestion Management Plan are to the CMP as adopted by SCAG for Los Angeles County.

- **Level of Service (LOS)** represents the quality of an intersection or freeway mainline segment based on volume to capacity ratio or delay. LOS values range from LOS A (best) to LOS F (worst). See *Methodology* below for a full description of LOS and how it is used throughout this section.
- **Major Arterial** is a roadway that is typically designed to carry over 30,000 vehicles per day with a minimum of two full-time through lanes in each direction in addition to a separate median lane (raised or painted) to accommodate left turn movements.
- **Minor Arterial** is a roadway that is typically designed to carry 15,000 to 30,000 vehicles per day, with minimum of two travel lanes in each direction. A separate (generally painted) median lane to accommodate left turn movement is desirable if there is sufficient roadway width.
- **Paratransit** consists of an alternative mode of passenger transportation that does not follow fixed routes or schedules, and consists typically of vans or minibuses. Paratransit services are operated by public transit agencies, community groups or not-for-profit corporations, and for profit private companies or operators.
- **Passenger Car Equivalent (PCE)** is a factor used to adjust heavy vehicles for an accurate evaluation of passenger car trips. PCE volumes were computed using a PCE factor of 1.5 for 2-axle trucks, 2.0 for 3-axle trucks, and 3.0 for trucks with 4 or more axles. PCE volumes for freeway segments were computed using a PCE factor of 1.5 for all trucks because the impact of trucks on freeway operations is less compared to intersection operations. For more information on the methodologies used to derive PCE for freeway segments, please refer to the Traffic Impact Analysis in Appendix B.
- **Peak Hour** represents the one-hour period between 7:00 and 9:00 AM and 4:00 and 6:00 PM that experiences the heaviest amount of traffic on a given intersection, freeway interchange, or freeway mainline segment.
- **Right-of-Way** refers to any place, which is dedicated to use by the public for pedestrian and vehicular travel. A right-of-way may include, but is not limited to, a street, sidewalk, curb, and gutter. A right-of-way may be a crossing, intersection, parkway, median, highway, alley, lane, mall, court, way, avenue, boulevard, road, roadway, railway, viaduct, subway, tunnel, bridge, thoroughfare, park square, or other similar public way.
- **Trip** refers to a one-way journey that proceeds from an origin to a destination via a single mode of transportation, and is the smallest unit of movement considered in transportation studies. Each trip has one “production end” (origin) and one “attraction end” (destination).

4.E.2 APPLICABLE PLANS, POLICIES, AND REGULATIONS

Implementation of the proposed TOD Plan is subject to a range of federal, state, regional, and local plans, policies, and regulations, which are described below.

FEDERAL PLANS, POLICIES, AND REGULATIONS

Americans with Disabilities Act of 1990

Titles I, II, III, and V of the Americans with Disabilities Act (ADA) have been codified in Title 42 of the United States Code, beginning at Section 12101. Title III prohibits discrimination on the basis of disability in places of public accommodation (i.e., businesses and non-profit agencies that serve the public) and commercial facilities (i.e., other businesses). This regulation includes Appendix A to Part 36, Standards for Accessible Design, which establishes minimum standards for ensuring accessibility when designing and constructing a new facility or altering an existing facility. Examples of key guidelines include detectable warning for pedestrians entering traffic where there is no curb, a clear zone of 48 inches for the pedestrian travelway, and a vibration-free zone for pedestrians.

STATE PLANS, POLICIES, AND REGULATIONS

Caltrans

Interstate freeways and State Routes are under the jurisdiction of the California Department of Transportation (Caltrans), which sets standards, policies, and strategic plans for the more than 45,000 miles of California's highway and freeway lanes, including the I-105 and I-405 freeways that are within two miles of the Downtown planning area. Caltrans administers its services through its six primary programs: Aeronautics, Highway Transportation, Mass Transportation, Transportation Planning, Administration, and the Equipment Service Center. Under the Transportation Planning program, Caltrans runs the State of California's bicycle program. The Bicycle Facilities Unit, acting as Caltrans' bicycle division, provides policy, funding, planning, and technical expertise in bicycle transportation in consultation with federal, state, and local transportation agencies, Caltrans headquarters and district staff, legislative staff, and the public. The Caltrans Highway Design Manual establishes uniform policies and procedures to carry out the highway design functions of Caltrans.

Complete Streets Act

The California Complete Streets Act of 2008 (Assembly Bill 1358) requires cities and counties making substantive revisions to the circulation element of their general plans to include modifications to plan for complete streets. The act states: "In order to fulfill the commitment to reduce greenhouse gas emissions, make the most efficient use of urban land and transportation infrastructure, and improve public health by encouraging physical activity, transportation planners must find innovative ways to reduce vehicle miles traveled (VMT) and to shift from short trips in the automobile to biking, walking and use of public transit." California Government Code Section 65302(b)(2)(A) requires that, upon any substantial revision of a community's general plan circulation element, the circulation element must be amended to plan for "a balanced, multimodal transportation network that meets the needs of all users of the streets, roads, and highways for safe and convenient travel in a manner that is suitable to the rural, suburban, or urban context of the general plan." Subsection B defines "users of streets, roads, and highways" as "bicyclists, children, persons with disabilities, motorists, movers of commercial goods, pedestrians, users of public transportation, and seniors."

Senate Bill 743 Revisions to CEQA Guidelines

On January 26, 2016, released a revise draft SB 743 Guidelines document to implement the provisions of Senate Bill 743 (Steinberg, 2013), which required changes to State CEQA Guidelines regarding the analysis of transportation impacts. The revised CEQA Guidelines will establish new criteria for determining the significance of transportation impacts and define alternative metrics to replace delay-based metrics such as LOS in CEQA documents. Vehicle miles travelled has been identified as the most appropriate metric to evaluate a project's transportation impacts. Once the Natural Resources Agency adopts these changes to the CEQA Guidelines, automobile delay, as measured by "level of service" and other similar metrics, will no longer constitute a significant environmental effect under CEQA. Because the revised CEQA Guidelines being considered by the Natural Resources Agency were not adopted at the time of the Notice of Preparation for this TOD Plan EIR, and are not likely to be adopted prior to certification of the Final EIR, the analysis contained in this EIR follows existing CEQA Guidelines as they exist in May 2016 at the time of the NOP for the proposed TOD Plan.

REGIONAL PLAN, POLICIES, AND REGULATIONS

SCAG Draft 2016 - 2040 Regional Transportation Plan/Sustainable Communities Strategy

On April 7, 2016 SCAG's Regional Council adopted the 2016 - 2040 Regional Transportation Plan/Sustainable Communities Strategy (2016 RTP/SCS) and the goals and policies relevant to the proposed TOD Plan have been listed below:

Goals

1. Align the plan investments and policies with improving regional economic development and competitiveness.
2. Maximize mobility and accessibility for all people and goods in the region.
3. Ensure travel safety and reliability for all people and goods in the region.
4. Preserve and ensure a sustainable regional transportation system.
5. Maximize the productivity of our transportation system.
6. Protect the environment and health of our residents by improving air quality and encouraging active transportation (e.g., bicycling and walking).
7. Actively encourage and create incentives for energy efficiency, where possible.
8. Encourage land use and growth patterns that facilitate transit and active transportation.

Policies

Identify regional strategic areas for infill and investment: Identify strategic opportunity areas for infill development of aging and underutilized areas and increased investment in order to accommodate future growth. This strategy makes efficient use of existing and planned infrastructure, revitalizes communities, and maintains or improves quality of life. Strategic areas are primarily identified as those with potential for transit oriented development, existing and emerging centers, and small mixed-use areas.

Develop “Complete Communities”: Create mixed-use districts or “complete communities” in strategic growth areas 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 traveling by automobile.

Plan for additional housing and jobs near transit: Pedestrian-friendly environments and more compact development patterns in close proximity to transit serve to support and improve transit use and ridership. Focusing housing and employment growth in transit-accessible locations through this transit-oriented development approach will serve to reduce auto use and support more multi-modal travel behavior.

Plan for changing demand in types of housing: Shifts in the labor force, as the large cohort of aging “baby boomers” retires over the next 15 years and is replaced by new immigrants and “echo boomers,” will likely induce a demand shift in the housing market for additional development types such as multi-family and infill housing in central locations, appealing to the needs and lifestyles of these large populations.

Continue to protect stable, existing single-family areas: Continue to protect stable existing single-family neighborhoods as future growth and a more diverse housing stock are accommodated in infill locations near transit stations, in nodes along corridors and in existing centers. Concurrently, focusing growth in central areas and maintaining less development in outlying areas preserves the housing option for large-lot single-family homes, while reducing the number of long trips and vehicle miles traveled to employment centers.

Congestion Management Program

In 1990, the California Legislature enacted the Congestion Management Program (CMP) to implement Proposition III, a state-wide transportation funding proposal that required local governments to implement mitigation measures to offset the impacts from new development on the regional transportation system. The CMP addresses the impact of local growth on the regional transportation system; the goal is to examine the interactions among land use, transportation, and air quality and to make decisions at the regional and local level in consideration of these interactions. Los Angeles County Metro is the designated agency responsible for implementing the CMP for Los Angeles County.

When LOS requirements are not maintained on portions of the CMP highway and roadway system, a deficiency plan is required that analyzes the cause of the deficiency and the implementation costs of various alternatives such as roadway modifications, programs, or actions to measurably improve performance. Highways must maintain at least LOS E, which is essentially one grade better than gridlock and is defined by a level of service where traffic flow fluctuates in terms of speed and flow rates, operating speeds average 35 miles per hour, and delays are significant. For arterial streets, LOS E occurs where long queues of vehicles are waiting upstream of an intersection and it may take several signal cycles for a vehicle to clear the intersection. A jurisdiction failing to comply with the CMP may have its allocation of the state gas tax withheld.

The CMP for Los Angeles County requires that the traffic impact of individual development projects of potential regional significance be analyzed. A specific system of arterial roadways plus all freeways

comprise the CMP system. A total of 164 intersections are identified for monitoring on the system in Los Angeles County. This section describes the analysis of project-related impacts on the CMP system. The analysis has been conducted according to the guidelines set forth in the 2010 Congestion Management Program for Los Angeles County.

According to the CMP Traffic Impact Analysis (TIA) Guidelines developed by Metro, a CMP traffic impact analysis is required given the following conditions:

- CMP arterial monitoring intersections, including freeway on- or off-ramps, where the proposed project would add 50 or more trips during either the AM or PM weekday peak hours.
- CMP freeway monitoring locations where the proposed project would add 150 or more trips, in either direction, during either the AM or PM weekday peak hours.

According to the CMP guidelines, a significant impact occurs when a proposed project increases traffic demand on a CMP facility by 2 percent of capacity ($V/C \geq 0.02$ for arterial locations or $D/C \geq 0.02$ for freeway locations), causing LOS F ($V.C > 1.00$ for arterial locations or $D/C > 1.00$ for freeway locations).

LOCAL PLANS, POLICIES, AND REGULATIONS

City of Inglewood General Plan Circulation Element

The General Plan Circulation Element identifies the system of freeways, major and minor arterials, and collector streets needed to carry traffic within and through the community. In addition to the I-405, I-110, and I-105 freeways, the arterial and collector roadways within the Downtown Inglewood and Fairview Heights Areas identified in the Circulation Element are described below in Section 4.E.3. The Circulation Element also describes transit services within Inglewood, and sets forth a bicycle routes plan.

4.E.3 ENVIRONMENTAL SETTING

VEHICULAR CIRCULATION

Freeway Network

The **San Diego Freeway (I-405)** is a major north-south freeway that connects the San Fernando Valley and areas to the north to the west side of Los Angeles, and south to Long Beach and Orange County. Between the I-10 Freeway and La Cienega Boulevard, the I-405 freeway travels in a northwest/southeast direction. The freeway varies between four and five lanes in each direction with several sections having auxiliary lanes between successive on- and off-ramps.

Access to the I-405 freeway from Florence Avenue is provided by an atypical interchange. Just south of Industrial Avenue, La Cienega Boulevard splits into separate one-way segments in each direction that cross over the I-405 freeway and merge again at Florence Avenue. The southbound segment merges with the southbound freeway on- and off-ramps before intersecting Florence Avenue. The

northbound segment of La Cienega Boulevard merges with the northbound off-ramp before intersecting Industrial Avenue.

The **Glenn Anderson Freeway & Transitway (I-105)** is an east/west route along the south edge of Inglewood. It consists of one High Occupancy Vehicle (HOV) lane and three general purpose traffic lanes in each direction. The Metro Green Line LRT route is located within the median of this freeway.

Arterial and Collector Roadway Network

A brief description of the major roadways serving the Downtown Inglewood and Fairview Heights Plan areas is provided below. These roadway descriptions include discussion of the current General Plan Circulation Element designations for these roadway (e.g., major arterial, minor arterial, collector). It should be noted that specific roadways and roadway segments cannot always be built-out to their ultimate classification due to adjacent land uses and design requirements.

Major East/West Roadways

Beach Avenue is designated as a *collector* in the City's Circulation Element. The avenue has one travel lane in each direction, with on-street parking on both sides. The speed limit is 30 mph.

Fairview Boulevard runs in an east-west orientation, joining Hyde Park Boulevard on the east. The portion of the street within the TOD Plan area is designated as a *Collector* in the City's Circulation Element. The street has one travel lane in each direction, with on-street parking on both sides. The speed limit is 25 mph.

Florence Avenue traverses the area with two travel lanes in each direction. There is also a bike lane in each direction between Locust Street and Redondo Boulevard. It is classified as a *major arterial* in the City's Circulation Element, and provides an east-west connection from the I-110 freeway through Inglewood to the I-405 freeway. There is no on-street parking in the TOD Plan area. Florence Avenue is part of the County's CMP network. The designated speed limit is 40 mph.

Grace Avenue runs in an east-west orientation between Locust Street and Hillcrest Boulevard, and is designated as a *local street*. Grace Avenue consists of one travel lane in each direction, with parallel on-street parking on the north and southeastern side and angled on-street parking in the southwestern portion of the street. The speed limit is 25 mph.

Hyde Park Boulevard runs in an east-west orientation north of Florence Avenue. It is designated as a *collector* in the City's General Plan. The street has one travel lane in each direction, with on-street parking on both sides. The speed limit is 30 mph.

Juniper Street is classified as a *collector* in the City's General Plan Circulation Element, connecting Eucalyptus Avenue to La Brea Avenue and Hyde Park Boulevard. The street has one travel lane in each direction and provides on-street parking on both sides. The speed limit is 25 mph.

Manchester Boulevard has two travel lanes in the westward direction and two travel lanes west of Hillcrest Boulevard and three travel lanes east of Hillcrest Boulevard in the eastward direction. It is classified as a *major arterial* in the City's Circulation Element, and provides an east-west connection from the I-110 freeway through the heart of Inglewood west to Playa Del Rey. Manchester Boulevard passes by multiple key locations including the Inglewood Park Cemetery, The Forum, and Inglewood High School. There is on-street parking on both sides of Manchester Boulevard, which is part of the CMP network. The speed limit is 35 mph.

Regent Street runs in an east-west orientation south of Florence Avenue. It is designated as a collector in the City's Circulation Element. The street has one travel lane in each direction with parking on both sides of the street. The speed limit is 35 mph.

Warren Lane runs in a southwest direction from Park Avenue to Centinela Avenue. It is designated as a collector in the City's Circulation Element. The street has one travel lane in each direction, with parking on both sides. The speed limit is 25 mph.

Redondo Boulevard parallels the Metro rail right-of-way, and connects to West Boulevard. Redondo Boulevard has one travel lane in each direction, and there is angled parking along the southern side of the street. The speed limit is 35 mph.

Major North/South Streets

Centinela Avenue runs in a north-south orientation in the TOD Plan beginning at Florence Avenue and continuing north through Hyde Park Boulevard, where it curves to the west and runs in an east-west direction through La Cienega Boulevard and continues through the west under I-405. Centinela Avenue is classified as a *major arterial* in the City's General Plan Circulation Element and consists of two travel lanes in each direction. There is on-street parking on both sides within the TOD Plan area. The speed limit is established as 40 mph.

Crenshaw Boulevard lies to the east of the TOD Plan and runs in a north-south orientation with three travel lanes in each direction. Crenshaw Boulevard is classified as a *major arterial* in the City's General Plan Circulation Element. Crenshaw Boulevard provides access to I-105 on the southern edge of Inglewood, and to I-10 north of the City. There is on-street parking on both sides of the boulevard. The speed limit is established as 35 mph.

Eucalyptus Avenue lies west of La Brea Avenue and runs in a north-south orientation for the entire length of the city limits with one travel lane in each direction. It is classified as a *minor arterial* in the City's Circulation Element. There is on-street parking south of Manchester Boulevard, and limited parking in certain segments north of Manchester Boulevard. The speed limit is established as 30 mph.

Fir Avenue is located west of La Brea Avenue, and runs between Florence Avenue and Manchester Boulevard, with one travel lane in each direction. Fir Avenue is classified as a *collector* in the City's General Plan Circulation Element. Fir Avenue provides on-street parking on most segments. The speed limit is 25 mph.

Hillcrest Boulevard is classified as a *collector* in the City’s General Plan Circulation Element that serves to connect Florence Avenue to Manchester Boulevard. Hillcrest Boulevard has one travel lane in each direction and has parking on both sides. The speed limit is established as 30 mph.

Inglewood Avenue is classified as a *collector* in the City’s General Plan Circulation Element. Inglewood Avenue has one travel lane in each direction and provides on-street parking on both sides.

La Brea Avenue traverses the TOD Plan area in a north-south orientation with two travel lanes in each direction. It is classified as a *major arterial* in the City’s Circulation Element, and provides the access to the I-10 freeway and Mid-City to the north, connecting to Hawthorne Boulevard and the I-105 freeway to the south. There is on-street parking on either side of the street. La Brea Avenue is part of the CMP network. Its speed limit is established as 35 mph.

Locust Street runs north-south between Florence Avenue and Nutwood Street/Hillcrest Boulevard. It is classified as a *local street* north of Regent Street, and as a *collector* south of Regent Street. There is one travel lane and one bike lane in each direction, with on-street parking on both sides of the street. The speed limit is established as 30 mph.

Market Street begins east of La Brea Avenue at Florence Avenue, and meets La Brea Avenue further south. Market Street is classified as a *minor arterial* according to the City’s General Plan Circulation Element. There is one travel lane in each direction with a median lane to accommodate left turn movements. There is also a mixture of parallel and angled street parking along both sides of the street. The speed limit is 25 mph.

Prairie Avenue runs along the eastern border of the TOD Plan between Florence Avenue to Manchester Boulevard with two travel lanes in each direction and no on-street parking. Prairie Avenue is designated as a *major arterial* in the City’s Circulation Element. Its speed limit within the TOD Plan area is established as 40 mph.

West Boulevard runs north-south from Florence Avenue. West Boulevard is classified as a minor arterial in the City’s General Plan Circulation Element, with one travel lane plus one bike lane in each direction. There is on-street parking on both sides of the boulevard within the TOD Plan area. The speed limit is established as 30 mph.

Existing Traffic Operations

The analysis of existing traffic operations provides a quantified measure of existing intersection conditions expressed in terms of a “Level of Service” (LOS) rating for intersection operating conditions. These ratings range from LOS A (free flow conditions) to LOS F (extreme congestion with very significant delay) as shown in Table 4.E-1 for both signalized and unsignalized (typically stop sign controlled) intersections.

The Traffic Impact Analysis upon which this section is based conducted analyses according to the Los Angeles County Public Works Department 1997 Traffic Impact Analysis Guidelines, as required by the

City of Inglewood. Table 4.E-1 presents a brief description and criteria for each level of service for signalized intersections.

**TABLE 4.E-1
LOS CRITERIA FOR INTERSECTIONS**

Level of Service	Description	ICU Methodology	HCM Methodology
		Intersection Volume-to-Capacity (V/C)	Signalized Intersection Delay (seconds)
A	Excellent operation. All approaches to the intersection appear open, turning movements are easily made, and drivers find freedom of movement.	0.0 – 0.60	0 – 10 seconds
B	Very good operation. Many drivers begin to feel somewhat restricted due to other vehicles. An approach to the intersection may occasionally be fully utilized, and traffic queues start to form.	>0.60 – 0.70	>10 – 20 seconds
C	Good operation. Occasionally drivers may have to wait more than 60 seconds, and backups may develop behind turning vehicles. Most drivers feel somewhat restricted.	>0.70 – 0.80	>20 – 35 seconds
D	Fair operation. Cars are sometimes required to wait more than 60 seconds during short peaks. There are no long-standing traffic queues.	>0.80 – 0.90	>35 - 55 seconds
E	Poor operation. Some long-standing vehicular queues develop on critical approaches to intersections. Delays may be up to several minutes.	>0.90 – 1.00	>55 – 80 seconds
F	Forced flow. Represents jammed conditions. Backups form locations downstream or on the cross street may restrict or prevent movement of vehicles out of the intersection approach lanes; therefore, volumes carried are not predictable. Potential for stop and go type traffic flow.	>1.00	> 80 seconds

Source: Iteris, 2015.

A total of 29 key intersections were selected for analysis in this study. Table 4.E-2 provides a summary of AM and PM peak hour existing traffic operating conditions at these intersections. A total of 25 of the 29 intersection examined currently operate at acceptable (LOS D or better) levels of service per City of Inglewood criteria. Intersections currently operating at unacceptable levels of service are shown in bold type.

**TABLE 4.E-2
EXISTING INTERSECTION LOS**

	Intersection	Control Type	AM Peak Hour		PM Peak Hour	
			V/C or Delay	LOS	Delay (sec)	V/C
1	Inglewood Ave. & Hyde Park Blvd.	Unsignalized	0.343	A	0.293	A
2	Inglewood Ave. & Florence Ave.	Signalized	0.571	A	0.747	C
3	Inglewood Ave. & Manchester Blvd.	Signalized	0.847	D	0.731	C
4	Eucalyptus Ave. & Hyde Park Blvd	Unsignalized	0.394	A	0.366	A
5	Eucalyptus Ave. & Juniper St.	Unsignalized	0.510	A	0.453	A
6	Eucalyptus Ave. & Beach Ave.	Signalized	0.727	C	0.528	A
7	Eucalyptus Ave. & Florence Ave.	Signalized	0.820	D	0.693	B
8	Hyde Park Blvd./ Juniper St./La Brea Ave. ¹	Signalized	23.1	C	26.2	C
9	Fir Ave. & Florence Ave.	Signalized	0.634	B	0.526	A
10	La Brea Ave. & Beach Ave.	Signalized	0.635	B	0.627	B
11	La Brea Ave. & Florence Ave.	Signalized	0.851	D	0.806	D
12	La Brea Ave. & Regent St.	Signalized	0.711	C	0.575	A
13	La Brea Ave. & Manchester Blvd.	Signalized	0.799	C	0.804	D
14	Market Street & Florence Ave.	Signalized	0.433	A	0.381	A
15	Market Street & Regent St.	Signalized	0.420	A	0.431	A
16	Market Street & Manchester Blvd.	Signalized	0.500	A	0.557	A
17	Locust St. & Florence Ave.	Unsignalized	0.449	A	0.524	A
18	Hillcrest Blvd. & Florence Ave.	Signalized	0.577	A	0.488	A
19	Hillcrest Blvd. & Manchester Blvd.	Signalized	0.634	B	0.658	B
20	Centinela Ave. & Florence Ave.	Signalized	0.886	D	0.762	C
21	Prairie & Florence Ave.	Signalized	0.903	E	0.895	D
22	Prairie & Grace Ave.	Signalized	0.567	A	0.470	A
23	Prairie & Manchester Blvd.	Signalized	1.032	F	1.012	F
24	West Blvd. & Redondo Blvd.	Signalized	0.724	C	0.653	B
25	West Blvd. & Florence Ave.	Signalized	0.744	C	0.758	C
26	Crenshaw Blvd. & Florence Ave.	Signalized	0.878	D	0.888	D
27	Crenshaw Blvd. & Manchester Blvd.	Signalized	0.991	E	0.870	D
28	La Cienaga Blvd. & Florence Ave. ²	Signalized	56.7	E	69.1	E
29	I-405 NB Ramp & Manchester Blvd. ²	Signalized	38.6	D	33.1	C

Source: Iteris, 2016.

Notes:

Delay = Average Vehicle Delay (Seconds), V/C = Volume-to-Capacity Ratio, LOS = Level of Service

Intersection operating below acceptable LOS are shown in bold.

¹ Intersection analyzed in HCM methodology because ICU methodology does not support 5-legged intersections. Delay reported for this intersection.

² Caltrans intersection utilizing HCM methodology to evaluate intersection operations.

As shown in **Table 4.E-2**, the following intersections are currently operating at unsatisfactory peak hour levels of service (LOS E or greater):

- Prairie Ave. & Florence Ave. (AM peak hour)
- Prairie Ave. & Manchester Blvd. (AM and PM peak hour)
- Crenshaw & Manchester Blvd. (AM PM peak hour)
- La Cienaga Blvd. & Florence Ave. (AM and PM peak hour)

Truck Routes

Major north/south truck routes are La Brea Avenue, Centinela Avenue, Eucalyptus Avenue, West Boulevard, and Crenshaw Boulevard. Major east/west routes are Florence Avenue, Hyde Park Boulevard, and Manchester Boulevard.

Transit

The current transit system serving the TOD planning areas is currently comprised of bus services provided by the Metropolitan Transportation Authority (Metro). The Metro Crenshaw-LAX line is currently under construction with service anticipated to begin in 2019. Transit routes currently serving each study area are described in **Table 4.E-3**.

In addition, transit ridership data for bus lines serving the TOD plan areas were collected from Metro for all weekdays in October 2014. These data represent the average daily boarding and alighting, as well as the average daily load, defined as the average number of passengers daily, at each intersection. Along the Florence Avenue route near the downtown TOD area, the highest boarding occurs at the La Brea Avenue stop and the highest alighting at the Centinela stop. On the La Brea Avenue route, the highest boarding and alighting activity occurs at the Queen Street stop, at the heart of the Civic Center. On the Florence Avenue route, the Florence Avenue stop has the highest boarding and alighting, whereas on the West Boulevard route, West Boulevard stop has the highest boarding and alighting activity during the day. Overall, the Queen Street stop on the La Brea route shows the highest current transit ridership activity at all bus stops within the Downtown Inglewood and Fairview Heights TOD areas. On average, just over 1,000 passengers alight and nearly 900 passengers board buses at this location on a daily basis. All other transit stops within the two TOD planning areas show significantly lower passenger activity, with all stops generally having less than 550 total passengers a day (boarding and alighting).

Pedestrian and Bicycle Facilities

Existing pedestrian facilities generally consist of traditional sidewalks and pedestrian street crossings, which are typically at intersections.

Existing bicycle lanes exist on Florence Avenue east of Market Street, on Locust Street between Manchester Boulevard and Florence Avenue. There is a bicycle trail in Edward Vincent Junior Park.

**TABLE 4.E-3
EXISTING TRANSIT SERVICE**

Bus Route	From / To	From / To	Via	Peak Hour Frequency	
				AM	PM
Downtown Inglewood					
40	South Bay Galleria	LA Union Station	Hawthorne Blvd., La Brea Ave., Florence Ave., Crenshaw Blvd., MLK Jr Blvd., Broadway	10-30 minutes	20-40 minutes
111/311	LAX City Bus Center	Norwalk Station	Florence Avenue	15-30 minutes	20-40 minutes
115	Playa del Ry	Norwalk Station	Manchester Boulevard	10-20 minutes	20-30 minutes
211/215	Redondo Beach	Inglewood	South Bay Galleria, Prairie Ave., Manchester Blvd., Inglewood Ave.	Limited Service	Limited Service
212	Hawthorne/Lennox Station	Hollywood/Vine Red Line Station	Prairie Ave., La Brea Ave., Hollywood Blvd.	15-20 minutes	10-25 minutes
312	Hawthorne/Lennox Station	Hollywood/Vine Red Line Station	Prairie Ave., La Brea Ave., Hollywood Blvd.	15-25 minutes	10-15 minutes
442	Hawthorne/Lennox Station	LA Union Station	La Brea Ave., Manchester Blvd., Harbor Transitway	25-45 minutes	30-60 minutes
607	Inglewood Transit Center	Inglewood Transit Center	La Brea Ave., Regent St., Beach Ave., La Tijera Blvd., 54 th St., West Blvd., Fairview Blvd., Hyde Park Blvd., Centinela Blvd., La Brea Ave.	50-60 minutes	50-60 minutes
Fairview Heights					
40	South Bay Galleria	LA Union Station	Hawthorne Blvd., La Brea Ave., Florence Ave., Crenshaw Blvd., MLK Jr Blvd., Broadway	10-30 minutes	20-40 minutes
110	Playa Vista	Bell Gardens	Jefferson Blvd., Sepulveda Blvd., Hyde Park Blvd., Gage Ave.	20-25 minutes	20-25 minutes
111/311	LAX City Bus Center	Norwalk Station	Florence Avenue	15-30 minutes	20-40 minutes
210	South Bay Galleria	Hollywood & Vine	Artesia Blvd., Crenshaw Blvd., Rosemore Ave., Vine St.	20-30 minutes	15-25 minutes
710	South Bay Galleria	Wilshire Western Purple Line Station	Redondo Beach Blvd., Crenshaw Blvd., Wilshire Blvd.	10-20 minutes	15-25 minutes
740	South Bay Galleria	Expo Line Crenshaw Station	Hawthorne Blvd., Florence Ave., Crenshaw Blvd.	10-20 minutes	15-25 minutes

Source: Iteris, 2015

However, the Inglewood General Plan Circulation Element, proposes several bicycle routes within the area. In the Downtown TOD planning area, two proposed routes are listed: a bicycle route running in the westbound direction along Florence Avenue turning southbound onto La Brea Avenue, and a bicycle route which branches off Florence Avenue to Centinela Avenue, turning eastbound on Warren Lane and northbound on Marlborough Avenue. In the Fairview Heights TOD planning area, a bicycle route is proposed to run from the intersection of Redondo Boulevard and Florence Avenue westbound to La Brea Avenue. **Figure 3.9** illustrates existing and proposed bicycle facilities.

In addition, the 2010 Crenshaw/LAX Transit Project – LRT Bicycle Planning Study identified several potential bicycle facilities within the Downtown and Fairview Heights Plan areas, which would provide key connections to the proposed Metro stations (see Figure 3.2).

4.E.4 SIGNIFICANCE CRITERIA

Criteria outlined in current CEQA Guidelines were used to determine the level of significance of traffic and circulation impacts. Appendix G of state CEQA Guidelines indicates that a project would have a significant effect if it were to:

- 4.E-1 Conflict with an applicable plan, ordinance, or policy establishing a measure of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit;
- 4.E-2 Conflict with an applicable congestion management program, including but not limited to level-of-service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways;
- 4.E-3 Result in a change in air traffic patterns, including either an increase in traffic levels, obstructions to flight, or a change in location, that results in substantial safety risks;
- 4.E-4 Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses;
- 4.E-5 Result in inadequate emergency access; or
- 4.E-6 Conflict with adopted policies, plans, or programs regarding public transit, bikeways, or pedestrian facilities, or otherwise substantially decrease the performance or safety of such facilities.

4.E.5 TRAFFIC VOLUME DEVELOPMENT METHODOLOGY

Traffic volume development was completed using a combination of the 2012 Southern California Association of Governments (SCAG) Regional Transportation Plan (RTP) travel demand model and the 2010 Los Angeles County Congestion Management Program (CMP).

TRAVEL MODEL METHODOLOGY

The SCAG model was used as a basis for developing plus project (TOD Plan) and long range travel demand forecasts for the proposed TOD Plan. The traffic model's base year (2012) and forecast year (2035 baseline) SCAG travel demand model roadway networks were modified to include all study intersections and roadway segments within the study area.

The transit network was verified in the future scenarios within the study area to ensure consistency with the Crenshaw/LAX LRT transit project and station locations. Land use inputs were adjusted in the “with project” scenarios using the planned TOD land use information (as discussed in Section I.0 of this report).

Separate model networks were developed for each of the following scenarios:

- Existing (2012)
- Existing Plus Project (2012),
- Forecast Year (2035) Without Project, and
- Forecast Year (2035) With Project.

Modeled Land Use

The land use assumptions for the “existing” scenario was assumed to be consistent SCAG 2012 RTP land use inputs.

The future year “without” project scenario was modified slightly to include known cumulative projects within the City of Inglewood that were not included in the 2012 RTP land use inputs (see Cumulative Projects section, below).

Land uses that occur as part of the buildout of the proposed TOD Plan are identified in Chapter 3, *Project Description*, of this document. Because the zone structure in the SCAG model does not line up directly with the boundaries for the Downtown and Fairway Heights TOD Plan areas, necessary adjustments were made for future year 2035 land use to correctly distribute the land uses proposed in the TOD Plan to the traffic analysis zone structure of the SCAG model.

Cumulative Projects

Cumulative project traffic growth is growth due to specific, known development projects in the area surrounding the study locations that may affect future year traffic circulation. A list of cumulative projects within the region was provided by the City of Inglewood, as shown below. These cumulative projects were coded in the future year 2035 baseline travel demand model.

- 501 East 99th Street: 12 new condominium units
- 329 East Hazel Street: 4 new condominium units
- 664 East Manchester Terrace: 4 new condominium units
- 11161 South Crenshaw Boulevard: conversion of a medical office building to a school
- 125 East Spruce Street: 7 new apartment units
- 2930 West Imperial Highway: conversion of office space to a charter school
- 111 North Locust Street: 32,000 s.f. senior center
- 333 North Prairie Avenue: conversion of the former Danial Freeman Hospital to 330 townhomes

- 3600 West Imperial Highway: new two story, 10-classroom building for Environmental Charter School (middle school) at Concordia Lutheran Church
- Hollywood Park Redevelopment: conversion of the former Hollywood Park race track to:
 - 2,500 residential dwelling units
 - 890,000 s.f. of retail use
 - 780,000 s.f. of office use
 - 300 guest room hotel
 - 6,000 seat live concert venue
 - 120,000 s.f. casino (replacing existing casino)
 - 4-acre site for civic use
 - 80,000 seat NFL stadium
- Market Gateway (Downtown Inglewood TOD Plan Site D3)¹
 - 235 residential units
 - 7,440 s.f. use
 - 7,625 s.f. of retail
 - 2,120 s.f. coffee shop
 - 28,000 s.f. grocery store

MODEL OUTPUTS

Raw model turning movements were obtained from model runs for Existing (2012), Existing Plus Project (2012), Forecast Year (2035) Without Project, and Forecast Year (2035) With Project conditions. The model outputs were summarized and post-processed for use in intersection and roadway segment analysis. An NCHRP-255 delta process was used to determine final project turning movements. Because the model year of the travel demand model is 2012, post-processing of modeled volumes was necessary to develop existing year 2015 volumes.

Based on the traffic growth projection in the study area according to the 2010 Los Angeles County Congestion Management Program (CMP) document, a 0.636 percent growth was applied to the 2012 model volumes to get existing year 2015 volumes. Therefore, it was determined that a conservative methodology would be applied, which used a combination of model volumes and a growth rate of 5 percent for the future year 2035 without project.

TOD PLAN TRIP GENERATION AND DISTRIBUTION

Land use was modified in the SCAG model for the “with project” scenarios to develop traffic generation estimates for the proposed TOD Plan. The SCAG 2012 travel demand model was used to estimate trip production and trip attraction based on land use and network configurations (including transit network configuration and station location). The model then assigned TOD Plan-generated trips to the existing roadway network in a dynamic method. The methodology used for the modeling

¹ Development of the Market Gateway D3 site is included as part of the net development increase within the Downtown Inglewood TOD Plan area.

process allowed for the SCAG model to estimate trip reductions based on mode availability in the future year 2035.

Table 4.E-4 shows the AM and PM peak hour, as well as daily project trips generated by each TOD Plan area.

**Table 4.E-4
TOD Area Traffic Generation**

TOD Plan Area	Existing Plus Project			Future Year 2035		
	AM Peak Hour	PM Peak Hour	Daily	AM Peak Hour	PM Peak Hour	Daily
Downtown	1,987	2,878	32,759	1,952	2,836	32,195
Fairview Heights	170	304	3,431	169	303	3,401
TOTAL TRIPS	2,157	3,182	36,190	2,121	3,139	35,956

Source: Iteris, 2016

4.E.6 PROJECT IMPACTS AND MITIGATION MEASURES

Threshold 4.E-1: Conflict with an applicable plan, ordinance, or policy establishing a measure of effectiveness for the performance of the circulation system.

Impact 4.E-1.1: Implementation of the proposed TOD Plan would result in four intersections not meeting established LOS performance criteria under existing plus project conditions. Even with implementation of project features, compliance with existing regulations, and EIR mitigation measures, this impact would *remain significant and unavoidable*.

Methodology

Existing plus project conditions were developed by adding trips that would be generated by the net increase in development proposed in the TOD Plan to the existing traffic volumes. Existing plus project volumes take into account the proposed closure of Market Street between Florence Avenue and Regent Street.

Consistent with Los Angeles County Public Works traffic impact review guidelines, a project’s traffic impact is evaluated based on ICU and is considered significant if the change in V/C ratio relative to the “without project” signalized intersection level of service (LOS) meets or exceeds the following thresholds.

For without project conditions of:

- LOS C (0.71 to 0.80 V/C), a V/C increase of 0.04 or more would be a significant impact.
- LOS D (0.91 to 0.90 V/C), a V/C increase of 0.02 or more would be a significant impact.
- LOS E/F (0.91 or more V/C), a V/C increase of 0.01 or more would be a significant impact.

Impact Assessment

A level of service analysis was conducted to evaluate existing plus project intersection operations during the a.m. and p.m. peak hours at the study intersections. Table 4.E-5 summarizes the existing plus project level of service at the study intersections. Level of service calculation worksheets are included in Appendix B.

As shown in Table 4.E-5, traffic generated by the proposed TOD Plan is forecast to result in significant traffic impacts at four intersections under the existing plus project conditions:

- La Brea Avenue/Regent Street
- La Brea Avenue/Manchester Boulevard
- Prairie Avenue/Florence Avenue
- La Cienega Boulevard/Florence Avenue

Significance Conclusion for Impact 4.E-1.1

Because applicable LOS standards would be exceeded, a significant impact would result, requiring mitigation (see Mitigation Measures 4.E-1.2 a through f).

TABLE 4.E-5
EXISTING PLUS PROJECT INTERSECTION LOS

Intersection	Control Type	Existing Conditions				Existing Plus Project Conditions				Change in V/C or Delay		Significant Impact?	
		AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour		AM Peak Hour	PM Peak Hour		
		V/C or Delay	LOS	V/C or Delay	LOS	V/C or Delay	LOS	V/C or Delay	LOS				
1	Inglewood Ave. & Hyde Park Blvd.	Unsignalized	0.343	A	0.293	A	0.352	A	0.259	A	0.009	-0.034	No
2	Inglewood Ave. & Florence Ave.	Signalized	0.571	A	0.747	C	0.557	A	0.720	C	-0.014	-0.027	No
3	Inglewood Ave. & Manchester Blvd.	Signalized	0.847	D	0.731	C	0.808	D	0.715	C	-0.039	-0.016	No
4	Eucalyptus Ave. & Hyde Park Blvd	Unsignalized	0.394	A	0.366	A	0.399	A	0.335	A	0.005	-0.031	No
5	Eucalyptus Ave. & Juniper St.	Unsignalized	0.510	A	0.453	A	0.459	A	0.411	A	-0.051	-0.042	No
6	Eucalyptus Ave. & Beach Ave.	Signalized	0.727	C	0.528	A	0.694	B	0.454	A	-0.033	-0.074	No
7	Eucalyptus Ave. & Florence Ave.	Signalized	0.820	D	0.693	B	0.837	D	0.705	C	0.017	0.012	No
8	Hyde Park Blvd./ Juniper St./La Brea Ave. ¹	Signalized	23.1	C	26.2	C	17.8	C	26.3	C	-5.3	0.1	No
9	Fir Ave. & Florence Ave.	Signalized	0.634	B	0.526	A	0.652	B	0.530	A	0.018	0.004	No
10	La Brea Ave. & Beach Ave.	Signalized	0.635	B	0.627	B	0.573	A	0.576	A	-0.062	-0.051	No
11	La Brea Ave. & Florence Ave.	Signalized	0.851	D	0.806	D	0.799	C	0.760	C	-0.052	-0.046	No
12	La Brea Ave. & Regent St.	Signalized	0.711	C	0.575	A	0.859	D	0.727	C	0.148	0.152	Yes
13	La Brea Ave. & Manchester Blvd.	Signalized	0.799	C	0.804	D	2.015	F	3.181	F	1.216	2.377	Yes
14	Market Street & Florence Ave.	Signalized	0.433	A	0.381	A	0.383	A	0.288	A	-0.051	-0.093	No
15	Market Street & Regent St.	Signalized	0.420	A	0.431	A	0.537	A	0.755	C	0.117	0.324	No
16	Market Street & Manchester Blvd.	Signalized	0.500	A	0.557	A	0.486	A	0.550	A	-0.014	-0.007	No
17	Locust St. & Florence Ave.	Unsignalized	0.449	A	0.524	A	0.614	B	0.780	C	0.165	0.256	No
18	Hillcrest Blvd. & Florence Ave.	Signalized	0.577	A	0.488	A	0.518	A	0.521	A	-0.059	-0.080	No
19	Hillcrest Blvd. & Manchester Blvd.	Signalized	0.634	B	0.658	B	0.677	B	0.718	C	0.043	0.060	No
20	Centinela Ave. & Florence Ave.	Signalized	0.886	D	0.762	C	0.722	C	0.721	C	-0.164	-0.041	No
21	Prairie & Florence Ave.	Signalized	0.903	E	0.895	D	0.944	E	0.838	D	0.041	-0.057	Yes
22	Prairie & Grace Ave.	Signalized	0.567	A	0.470	A	0.580	A	0.490	A	0.013	0.020	No
23	Prairie & Manchester Blvd.	Signalized	1.032	F	1.012	F	1.032	F	0.978	E	0.000	-0.023	No
24	West Blvd. & Redondo Blvd.	Signalized	0.724	C	0.653	B	0.549	A	0.307	A	-0.175	-0.346	No
25	West Blvd. & Florence Ave.	Signalized	0.744	C	0.758	C	0.750	C	0.741	C	0.006	-0.017	No
26	Crenshaw Blvd. & Florence Ave.	Signalized	0.878	D	0.888	D	0.836	D	0.759	C	-0.042	-0.129	No
27	Crenshaw Blvd. & Manchester Blvd.	Signalized	0.991	E	0.870	D	0.942	E	0.819	D	-0.049	0.051	No
28	La Cienega Blvd. & Florence Ave. ²	Signalized	56.7	E	69.1	E	59.4	E	66.1	E	2.7	-3.0	Yes
29	I-405 NB Ramp & Manchester Blvd. ²	Signalized	38.6	D	33.1	C	38.1	D	32.3	C	-0.5	-0.8	No

Source: Itegis, 2016.

Notes: V/C = Volume to Capacity Ratio, LOS = Level of Service. Intersection operating below acceptable LOS are shown in bold. Unsignalized intersection analyzed as signalized to determine if significant impact criteria is satisfied based on ICU, since V/C ratio is not calculated using HCM stop-controlled intersection methodologies.

1. Intersection analyzed in HCM methodology because ICU methodology does not support 5-legged intersections. Delay reported for this intersection.
2. Caltrans intersection, utilizing HCM delay-based methodology to evaluate intersection operations.

Impact 4.E-1.2: Implementation of the proposed TOD Plan would result in 11 intersections not meeting established LOS criteria for intersection operations under Cumulative with Project conditions. Even with implementation of project features, compliance with existing regulations, and EIR Mitigation Measures 4.E-1.2 a through f, this impacts at 7 intersections would *remain significant and unavoidable*.

Methodology

Future year “without project” volumes were developed as described in the “Traffic Volume Development” section and take into account the following:

- Traffic growth based on a combination of SCAG 2012 RTP projected general employment growth and housing growth that occur in the SCAG region (including the study area) without the proposed TOD Plan and the 2010 CMP traffic volume growth factor (5%).
- Cumulative development projects within the study area provided by the City of Inglewood staff that were not included in the SCAG 2012 RTP forecasts.
- Two new Crenshaw LRT stations at the La Brea Avenue/Florence Avenue intersection and West Boulevard/Florence Avenue intersection.
- Improvements to be provided by Metro as mitigation for the LRT project at the intersections of:
 - Inglewood Avenue/Florence Avenue
 - Fire Avenue/Florence Avenue
 - La Brea Avenue/Florence Avenue
 - Market Street/Florence Avenue
 - Hillcrest Boulevard/Florence Avenue
 - Centinela Avenue/Florence Avenue
 - Prairie Avenue/Florence Avenue
 - West Boulevard/Redondo Boulevard

Future year 2035 with project volumes were developed by adding the trips that would be generated by development with the TOD Plan areas to future year 2035 “without project” volumes.

Impact Assessment

A level of service analysis was conducted to evaluate future year 2035 intersection operations during the a.m. and p.m. peak hours both without and with traffic that would be generated by new development within the TOD Plan areas. Table 4.E-6 summarizes the forecast year 2035 “without project” and “with project” levels of service at the study intersections. Level of service calculation worksheets are included in Appendix B.

As shown in Table 4.E-6, the following five intersections are forecast to operate at unsatisfactory peak period levels of service (LOS E or worse during peak periods) without any future development in the TOD Plan areas.

**TABLE 4.E-6
FUTURE YEAR 2035 INTERSECTION LOS WITHOUT MITIGATION**

Intersection	Control Type	Future Year 2035 Without TOD Plan				Future Year 2035 With TOD Plan				Change in V/C or Delay		Significant Impact?	
		AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour		AM Peak Hour	PM Peak Hour		
		V/C or Delay	LOS	V/C or Delay	LOS	V/C or Delay	LOS	V/C or Delay	LOS	Hour	Hour		
1	Inglewood Ave. & Hyde Park Blvd.	Unsignalized	0.348	A	0.310	A	0.376	A	0.381	A	0.028	0.071	No
2	Inglewood Ave. & Florence Ave.	Signalized	0.583	A	0.756	C	0.588	A	0.773	C	0.005	0.017	No
3	Inglewood Ave. & Manchester Blvd.	Signalized	0.817	D	0.767	C	0.829	D	0.888	D	0.034	0.121	Yes
4	Eucalyptus Ave. & Hyde Park Blvd	Unsignalized	0.409	A	0.366	A	0.416	A	0.381	A	0.007	0.015	No
5	Eucalyptus Ave. & Juniper St.	Unsignalized	0.506	A	0.492	A	0.519	A	0.527	A	0.013	0.035	No
6	Eucalyptus Ave. & Beach Ave.	Signalized	0.696	B	0.521	A	0.711	C	0.514	A	0.015	-0.007	No
7	Eucalyptus Ave. & Florence Ave.	Signalized	0.815	D	0.700	C	0.872	D	0.794	C	0.057	0.094	Yes
8	Hyde Park Blvd./ Juniper St./La Brea Ave. ¹	Signalized	24.1	C	23.9	C	28.3	C	27.0	C	4.2	3.1	No
9	Fir Ave. & Florence Ave.	Signalized	0.632	B	0.554	A	0.712	C	0.694	B	0.080	0.140	No
10	La Brea Ave. & Beach Ave.	Signalized	0.599	A	0.663	B	0.629	B	0.734	C	0.030	0.071	No
11	La Brea Ave. & Florence Ave.	Signalized	0.861	D	0.785	C	0.962	E	0.878	D	0.101	0.093	Yes
12	La Brea Ave. & Regent St.	Signalized	0.717	C	0.584	A	0.922	E	0.838	D	0.205	0.254	Yes
13	La Brea Ave. & Manchester Blvd.	Signalized	0.799	C	0.797	C	0.836	D	0.922	E	0.037	0.125	Yes
14	Market Street & Florence Ave.	Signalized	0.442	A	0.532	A	0.428	A	0.318	A	-0.014	-0.131	No
15	Market Street & Regent St.	Signalized	0.404	A	0.398	A	0.463	A	0.695	B	0.059	0.297	No
16	Market Street & Manchester Blvd.	Signalized	0.510	A	0.585	A	0.536	A	0.663	B	0.026	0.078	No
17	Locust St. & Florence Ave.	Unsignalized	0.423	A	0.500	A	0.664	B	0.873	D	0.241	0.373	No
18	Hillcrest Blvd. & Florence Ave.	Signalized	0.602	B	0.504	A	0.648	B	0.702	C	0.046	0.083	No
19	Hillcrest Blvd. & Manchester Blvd.	Signalized	0.611	B	0.654	B	0.720	C	0.731	C	0.109	0.077	No
20	Centinela Ave. & Florence Ave.	Signalized	0.628	B	0.485	A	0.657	B	0.789	C	0.058	0.054	No
21	Prairie Ave. & Florence Ave.	Signalized	0.787	C	0.787	C	0.881	D	1.012	F	0.096	0.088	Yes
22	Prairie Ave. & Grace Ave.	Signalized	0.523	A	0.466	A	0.567	A	0.514	A	0.044	0.048	No
23	Prairie Ave. & Manchester Blvd.	Signalized	0.967	E	1.017	F	1.067	F	1.132	F	0.100	0.115	Yes
24	West Blvd. & Redondo Blvd.	Signalized	0.662	B	0.681	B	0.582	A	0.404	A	-0.800	-0.277	No
25	West Blvd. & Florence Ave.	Signalized	0.741	C	0.730	C	0.775	C	0.778	C	0.034	0.048	Yes
26	Crenshaw Blvd. & Florence Ave.	Signalized	0.912	E	0.899	D	0.984	E	0.953	E	0.072	0.054	Yes
27	Crenshaw Blvd. & Manchester Blvd.	Signalized	0.959	E	0.890	D	1.017	F	0.924	E	0.058	0.034	Yes
28	La Cienaga Blvd. & Florence Ave.	Signalized	79.9	E	87.4	F	129.2	E	135.2	F	49.3	47.8	Yes
29	I-405 NB Ramp & Manchester Blvd.	Signalized	36.2	F	32.1	C	36.1	D	32.4	C	-0.1	0.5	No

Source: Iteris, 2016.

- Prairie Avenue/Manchester Boulevard
- Crenshaw Boulevard/Florence Avenue
- Crenshaw Boulevard/Manchester Boulevard
- La Cienaga Avenue/Florence Avenue
- I-405 NB Ramp/Manchester Boulevard

A level of service analysis was also conducted to evaluate future year 2035 with project intersection operations during the a.m. and p.m. peak hours. Table 4.E-6 summarizes the future year 2035 with project levels of service at the study intersections. Level of service calculation worksheets are included in Appendix B.

As shown in Table 4.E-6, eight intersections will operate at unacceptable levels of service under Cumulative with Project conditions:

- La Brea Avenue/Florence Avenue
- La Brea Avenue/Regent Street
- La Brea Avenue/Manchester Boulevard
- Prairie Avenue/Florence Avenue
- Prairie Avenue/ Manchester Boulevard
- Crenshaw Boulevard/Florence Avenue
- Crenshaw Boulevard/Manchester Boulevard
- La Cienaga Avenue/Florence Avenue

The increase in traffic resulting from the proposed TOD Plan would be significant at the following 11 intersections under cumulative 2035 conditions:

- Inglewood Avenue/Manchester Avenue
- Eucalyptus Avenue/Florence Avenue
- La Brea Avenue/Florence Avenue
- La Brea Avenue/Regent Street
- La Brea Avenue/Manchester Boulevard
- Prairie Avenue/Florence Avenue
- Prairie Avenue/Manchester Boulevard
- West Boulevard/Florence Avenue
- Crenshaw Boulevard/Florence Avenue
- Crenshaw Boulevard/Manchester Boulevard
- La Cienaga Avenue/Florence Avenue

Significance Conclusion for Impact 4.E-1.2

A total of eight intersections would operate at unsatisfactory levels of service under Cumulative without Project conditions. In addition, the increased traffic resulting from TOD Plan development will increase levels of service beyond applicable thresholds result at a total of 11 intersections. This is a significant impact for which mitigation is required.

Mitigation Measures

Mitigation Measure 4.E-1.2 a: Inglewood Avenue/Manchester Boulevard. The eastbound left-turn signal phase shall be modified from permitted to protected. Due to existing development and right-of-way constraints, no feasible physical improvements (e.g., roadway widening, additional lanes, etc.) could be implemented. Thus, the LOS at this intersection can be improved but not fully mitigated through implementation of this measure.

Implementation: Within five (5) years of approval of the TOD Plan, the Public Works Director will include this improvement in the Department's Capital Improvement Plan.

Mitigation Measure 4.E-1.2 b: La Brea Avenue/Florence Avenue. The northbound approach to this intersection shall be restriped to provide one left-turn lane, two through lanes, and one right-turn lane. Due to existing development and right-of-way constraints, no feasible physical improvements (e.g., roadway widening, additional lanes, etc.) could be implemented. Thus, the LOS at this intersection can be improved but not fully mitigated through implementation of this measure.

Implementation: Within five (5) years of approval of the TOD Plan, the Public Works Director will include this improvement in the Department's Capital Improvement Plan.

Mitigation Measure 4.E-1.2 c: La Brea Avenue/Regent Street. The northbound and westbound left-turn signal phases shall be modified from permitted to protected. Due to existing development and right-of-way constraints, no feasible physical improvements (e.g., roadway widening, additional lanes, etc.) could be implemented. Thus, the LOS at this intersection can be improved but not fully mitigated through implementation of this measure.

Implementation: Within five (5) years of approval of the TOD Plan, the Public Works Director will include this improvement in the Department's Capital Improvement Plan.

Mitigation Measure 4.E-1.2 d: Prairie Avenue/Florence Avenue. A second westbound left turn-lane shall be added, including a reduction in existing lane widths to accommodate the additional turning lane.

Implementation: Within five (5) years of approval of the TOD Plan, the Public Works Director will include this improvement in the Department's Capital Improvement Plan.

Mitigation Measure 4.E-1.2 e: Prairie Avenue/Manchester Boulevard. A westbound right-turn signal overlap phase shall be provided. Due to existing development and right-of-way constraints, no feasible physical improvements (e.g., roadway widening, additional lanes, etc.) could be implemented. Thus, the LOS at this intersection can be improved but not fully mitigated through implementation of this measure.

Implementation: Within five (5) years of approval of the TOD Plan, the Public Works Director will include this improvement in the Department's Capital Improvement Plan.

Mitigation Measure 4.E-1.2 f: West Boulevard/Florence Avenue. The north leg of the intersection shall be restriped to include a second southbound left-turn lane within the existing curb-to-curb right-of-way.

Implementation: Within five (5) years of approval of the TOD Plan, the Public Works Director will include this improvement in the Department's Capital Improvement Plan.

Due to existing development and right-of-way constraints, no feasible physical improvements (e.g., roadway widening, additional lanes, etc.) could be implemented, and therefore no mitigation measures are proposed for the following intersections.

- Eucalyptus Avenue/Florence Avenue
- Crenshaw Boulevard/Florence Avenue
- Crenshaw Boulevard/Manchester Boulevard
- La Cienega Boulevard/Florence Avenue

Conclusion with Implementation of Mitigation Measures

Table 4.E-7 summarizes the future year 2035 with project levels of service assuming implementation of the recommended mitigation measure at the study intersections. Level of service calculation worksheets are included in Appendix B.

As shown, in Table 4.E-7, LOS impacts cannot be mitigated at 7 intersections. Impacts would therefore be significant and unavoidable.

**TABLE 4.E-7
FUTURE YEAR 2035 INTERSECTION LOS WITH MITIGATION**

Intersection	Control Type	Future Year 2035 Without TOD Plan				Future Year 2035 With TOD Plan - Mitigated				Change in V/C or Delay		Significant Impact?	
		AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour		AM Peak Hour	PM Peak Hour		
		V/C or Delay	LOS	V/C or Delay	LOS	V/C or Delay	LOS	V/C or Delay	LOS	Hour	Hour		
3	Inglewood Ave. & Manchester Blvd.	Signalized	0.795	C	0.767	C	0.829	D	0.813	D	0.034	0.046	Yes
7	Eucalyptus Ave. & Florence Ave.	Signalized	0.815	D	0.700	C	0.872	D	0.794	D	0.057	0.094	No
11	La Brea Ave. & Florence Ave.	Signalized	0.861	D	0.785	C	0.943	E	0.878	D	0.082	0.093	Yes
12	La Brea Ave. & Regent St.	Signalized	0.717	C	0.584	A	0.865	D	0.631	B	0.148	0.047	Yes
13	La Brea Ave. & Manchester Blvd.	Signalized	0.799	C	0.797	C	0.833	D	0.901	E	0.034	0.104	Yes
21	Prairie & Florence Ave.	Signalized	0.787	C	0.787	C	0.797	C	0.725	D	0.010	-0.062	No
23	Prairie & Manchester Blvd.	Signalized	0.967	E	1.017	F	0.965	E	0.903	E	-0.002	-0.114	No
25	West Blvd. & Florence Ave.	Signalized	0.741	C	0.730	C	0.703	C	0.686	B	-0.038	-0.044	No
26	Crenshaw Blvd. & Florence Ave.	Signalized	0.912	E	0.899	D	0.984	E	0.953	E	0.072	0.054	Yes
27	Crenshaw Blvd. & Manchester Blvd.	Signalized	0.959	E	0.890	D	1.107	F	0.924	E	0.058	0.034	Yes
28	La Cienega Ave./Florence Ave. ¹	Signalized	79.9	E	87.4	F	129.2	E	135.2	F	49.3	47.8	Yes

Source: Iteris, 2016

Notes: V/C = Volume to Capacity Ratio, LOS = Level of Service.

Intersections operating below acceptable LOS are shown in bold.

1. Caltrans intersection, utilizing HCM delay-based methodology to evaluate intersection operations

Impact 4.E-1.3: Implementation of the proposed TOD would add traffic on freeway off-ramps, contributing to vehicle queueing. The resulting impact would be *less than significant*.

Methodology

To determine whether traffic generated by the proposed TOD Plan would cause vehicles exiting freeways to back up on freeway off-ramps onto the freeway mainline, a queuing analysis was conducted for the off-ramp approaches at the La Cienaga Boulevard/Florence Avenue and Manchester Boulevard northbound off-ramps along the I-405 freeway. The queue lengths were calculated using the Synchro 9 software, which evaluates for 95th percentile queue lengths and compared to available vehicle storage capacity on the off-ramps. A significant impact would occur if traffic from the proposed TOD Plan would cause queuing to back up onto the freeway mainline.

Impact Assessment

Queuing analyses were conducted for the off-ramp approaches at the La Cienaga Boulevard/Florence Avenue and Manchester Boulevard northbound off-ramps along the I-405 freeway to evaluate whether off-ramps have sufficient storage capacity so as to prevent future spillback onto the freeway mainline.

The results of the queuing analysis, which are provided in Table 4.E-8, indicate that, under future year 2035 cumulative conditions, the forecast peak hour 95th percentile queue lengths on the two I-405 off-ramp intersections most affected by the proposed TOD Plan would not exceed the available storage area on the ramps and between the ramp intersections.

**TABLE 4.E-8
FREEWAY RAMP QUEUEING ANALYSIS**

Ramp Intersection	Length	Existing			Existing Plus Project			Future Year 2035 Without Project			Future Year 2035 With Project		
		SBL	SBT	SBR	SBL	SBT	SBR	SBL	SBT	SBR	SBL	SBT	SBR
La Cienaga Blvd./ Florence Ave.	Storage Length	1,870	1,870	1,870	1,870	1,870	1,870	1,870	1,870	1,870	1,870	1,870	1,870
	95 th %ile Queue												
	A.M.	361	367	-	383	277	-	187	496	-	134	615	-
P.M.	531	448	-	445	404	-	291	535	-	163	781	-	
I-405 NB Ramp/ Manchester Blvd.	Storage Length	1,225	1,225	1,225	1,225	1,225	1,225	1,225	1,225	1,225	1,225	1,225	1,225
	95 th %ile Queue												
	A.M.	405	426	46	388	415	47	420	473	44	498	549	46
P.M.	314	419	110	228	454	126	272	441	120	243	483	149	

Source: Iteris, 2016

Significance Conclusion for Impact 4.E-1.3

The queuing analysis prepared for the TOD Plan concluded that queue lengths on the two I-405 off-ramp intersections would not exceed the available storage area on the ramps and between the ramp intersections. Impacts would therefore be less than significant, and no mitigation measures are required.

Threshold 4.E-2: Conflict with an applicable congestion management program.

Impact 4.E-2: Implementation of the proposed TOD Plan would exceed CMP thresholds at one intersection. Because no feasible mitigation is available, the resulting impact would be *significant and unavoidable*.

Methodology

The CMP for Los Angeles County requires that the traffic impact of individual development projects of potential regional significance be analyzed. A specific system of arterial roadways plus all freeways comprise the CMP system. A total of 164 intersections are identified for monitoring on the system in Los Angeles County. The analysis has been conducted according to the guidelines set forth in the 2010 Congestion Management Program for Los Angeles County. According to the CMP Traffic Impact Analysis (TIA) Guidelines developed by Metro, a CMP traffic impact analysis is required given the following conditions:

- CMP arterial monitoring intersections, including freeway on- or off-ramps, where the proposed project would add 50 or more trips during either the AM or PM weekday peak hours.
- CMP freeway monitoring locations where the proposed project would add 150 or more trips, in either direction, during either the AM or PM weekday peak hours.

Two of the twenty-nine (29) intersections studied for this EIR are part of the 164 CMP Arterial monitoring locations in Los Angeles County. Per the CMP guidelines, a project's traffic impact is considered significant if the change in V/C ratio relative to the "without project" increases by 2 percent ($V/C > 0.02$) causing the intersection to operate at LOS F. Furthermore, if the intersection is operating at LOS E or better after the addition of the project, the intersection would not be considered significantly impacted regardless of the increase in V/C. Thus, to determine whether the proposed TOD Plan is consistent with the Congestion Management Program for Los Angeles County, results of the traffic modeling conducted for cumulative 2035 conditions were reviewed to determine whether V/C increases would exceed CMP thresholds at the intersections contained in the CMP.

Impact Assessment

A CMP intersection analysis was conducted for the two intersections contained in the County CMP: La Brea/ Manchester Boulevard and Crenshaw Boulevard/Manchester Boulevard.

As shown in Table 4.E-6, under future year 2035 with project conditions, the proposed TOD Plan is forecast to result in a significant impact at the CMP-monitored Crenshaw Boulevard/Manchester Boulevard intersection.

The 2010 CMP monitors freeway conditions at eight (8) locations on I-405. The nearest freeway segment station is approximately 1.25 miles north of the project site: I-405 north of La Tijera Boulevard.

Based on incremental project trip generation estimates, the proposed project would add more than 150 peak hour southbound trips; therefore, a CMP mainline freeway segment analysis was conducted.

The analysis concluded that proposed development from the TOD Plan areas would result in a less than 1 percent increase in AM and PM peak hour northbound traffic and less than a 2 percent increase in AM and PM peak hour southbound traffic.

Significance Conclusion for Impact 4.E-2

Traffic generated by the proposed TOD Plan would exceed CMP thresholds at the Crenshaw Boulevard/Manchester Boulevard intersection. A significant impact would therefore result. Impacts along the freeway mainline would be less than significant.

Mitigation Measures

Due to existing development and right-of-way constraints, no feasible physical improvements (e.g., roadway widening, additional lanes, etc.) could be implemented.

Significance Conclusion for Impact 4.E-2

Because there is no feasible mitigation available, this impact would be significant and unavoidable.

Threshold 4.E-3: Change to air traffic patterns.

Impact 4.E-3: Implementation of the proposed project would not result in any changes to air traffic patterns, there would be *no impact*.

Methodology

To determine the significance, a screening analysis was first undertaken to determine whether the TOD Plan areas were within an airport land use plan and whether the proposed TOD Plan would conflict in any way with the airport land use plan. Once it was determined that the TOD Plan areas were outside of the airport land use plan for Los Angeles International Airport, the location of the nearest public airport or private airstrip was determined. Because the TOD Plan areas are located more than 2 miles away from any other public airport or private airstrip, other sections of this EIR were review to determine whether any of the identified impacts of the TOD Plan would possibly affect air traffic patterns. No such impact, including the potential for light and glare, were identified.

Impact Assessment

As noted in Section 4.J, *Hazards and Hazardous Materials*, the TOD Plan areas are located outside of the safety zones of Los Angeles International Airport, and are more than 2 miles away from any other public airport or private airstrip. Development of the proposed TOD Plan would, therefore not conflict with an airport land use plan, nor would development within the TOD Plan areas cause other adverse effects to a public airport use or private airstrip such that air traffic patterns could be adversely affected.

Significance Conclusion for Impact 4.E-3

Implementation of the proposed TOD Plan would not result in a change in air traffic patterns in either the existing or cumulative project scenarios. Therefore, there would be no impact, and no mitigation is required.

Threshold 4.E-4: Substantial increase in hazards due to design features.

Impact 4.E-4: Implementation of the proposed TOD Plan would be subject to City and Public Works Department review of proposed roadway improvements, which would ensure that roadway design hazards are not created. No impact would result.

Methodology

Because the design of proposed roadway improvements would be subject to City standards and approval of the City's Public Works Department, no impacts would result. Thus, no impact would result, and further detailed analysis of this environmental issue was determined to be unnecessary.

Impact Assessment

Design of all proposed transportation and circulation features would be required to be consistent with the applicable City roadway design standards and Public Works Department requirements. The review of site-specific development projects and proposed roadway infrastructure proposed in fulfillment of the TOD Plan would ensure that proposed roadway improvements would not result in significant hazards.

Significance Conclusion for Impact 4.E-4

Because detailed designs for roadway, pedestrian, or bicycle features for subsequent development within the TOD Plan areas would be reviewed as part of the City's development review process and would be required to meet all applicable design standards, this impact would be less than significant, and mitigation measures are not required.

Threshold 4.E-5: Inadequate emergency access.

Impact 4.E-5: Implementation of the proposed TOD Plan would provide adequate emergency access to sites throughout the TOD Plan areas, both during construction of site-specific development projects and ongoing operations. The resulting impact would be *less than significant*.

Methodology

Development that would impede emergency access by police, fire protection, or emergency medical vehicles to uses within the TOD Plan areas would constitute a significant impact. Because such

emergency access could be impeded by permanent or temporary street closures any such closures were evaluated to determine whether adequate alternative access would be provided to maintain access in an emergency by police, fire protection, or emergency medical personnel. Because emergency access could also be impeded by poor roadway or site design (e.g., inadequate lane widths or turning radii), the potential for roadway improvements or site-specific developments to impede emergency vehicle access was reviewed.

Impact Assessment

Existing emergency response routes to and within the TOD areas would either maintained in their present locations, with the exception of the proposed closure of Market Street between Florence Avenue and Regent Street. This permanent street closure would not have an adverse effect since emergency access would remain available to properties fronting along that segment of Market Street from La Brea Avenue and Locust Street, as well as from driveway entries along Florence Avenue and Regent Street.

As is standard for construction sites, a traffic control plan providing for adequate emergency access as determined by the Public Works Department, as well as fire protection and police authorities would be required should any temporary closure of streets or roadway lanes be necessary during construction.

Each site-specific development project within the TOD Plan areas would also be reviewed by the City, including review by policy and fire agency authorities to ensure adequate emergency access to and within the site (e.g., minimum lane widths, minimum turning radii).

Significance Conclusion for Impact 4.E-5

Because all site-specific development projects will be reviewed by the City, including the Public Works Department and police and fire protection authorities, implementation of the proposed TOD Plan would not result in inadequate emergency access. The impact would be less than significant, and no mitigation is required.

Threshold 4.E-6: Conflict with any adopted policies, plans, or ordinances regarding public transit, bikeways, or pedestrian facilities, or otherwise substantially decrease the performance or safety of such facilities.

Impact 4.E-6: Implementation of the proposed project would provide enhanced bicycle and pedestrian facilities, and would also improve access to transit. The resulting impact would be *less than significant*.

Methodology

To determine whether the proposed TOD Plan would result in a significant impact the extent to which the TOD plan would provide facilities to enhance the use of public transit, as well as pedestrian and bicycle mobility, was compared to adopted plans for public transit, pedestrian mobility, and bicycle

facilities. A significant impact would result if adopted plans would require a greater level of public transit, pedestrian mobility, and bicycle facilities than was being proposed in the TOD Plan.

Impact Assessment

The proposed TOD Plan includes extensive improvements to pedestrian and bicycle mobility within the TOD Plan areas, as described in Chapter 3, *Project Description*, would not modify or disrupt any existing bicycle or pedestrian facilities outside the TOD Plan areas. Included in the TOD Plan is not only a map of proposed routes consistent with the City's General Plan bicycle system, but the TOD Plan also provides for facilities such as bicycle parking that would enhance the bicycling environment and maximize bicycle accessibility (e.g., requirements for the inclusion of bicycle parking near all destination points and on roadways with high volumes). The proposed TOD Plan is therefore consistent with the City's adopted General Plan.

In addition to bicycle facilities, the TOD Plan includes provisions to improve pedestrian mobility within the TOD Plan areas, particularly by enhancing pedestrian access to the Metro stations being constructed within Downtown Inglewood and Fairview Heights. By increasing development intensity in the vicinity of the two Metro stations and enhancing pedestrian and bicycle access to those stations, the TOD Plan would also increase access to transit.

Significance Conclusion for Impact 4.E-6

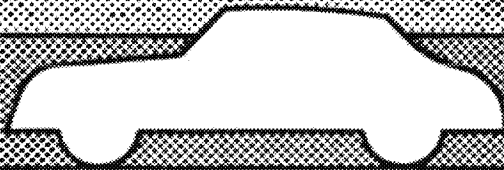
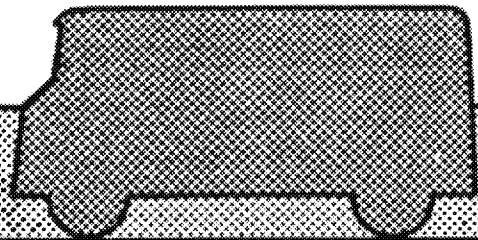
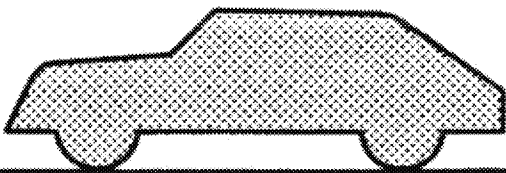
The TOD Plan provides for pedestrian and bicycle facilities that would improve upon existing General Plan requirements. The TOD Plan is therefore consistent with adopted policies, plans, or ordinances regarding public transit, bikeways, or pedestrian facilities, or otherwise substantially decrease the performance or safety of such facilities. Impacts would be less than significant.

4.E-7 REFERENCES – TRAFFIC AND CIRCULATION

Iteris, Downtown and Fairview Heights Transit Oriented Development Draft Traffic Impact Analysis, June 24, 2016.

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THE CIRCULATION ELEMENT
OF THE
INGLEWOOD GENERAL PLAN



CIRCULATION ELEMENT
INGLEWOOD GENERAL PLAN

THE CIRCULATION ELEMENT
OF THE
INGLEWOOD GENERAL PLAN

ADOPTED DECEMBER 15, 1992

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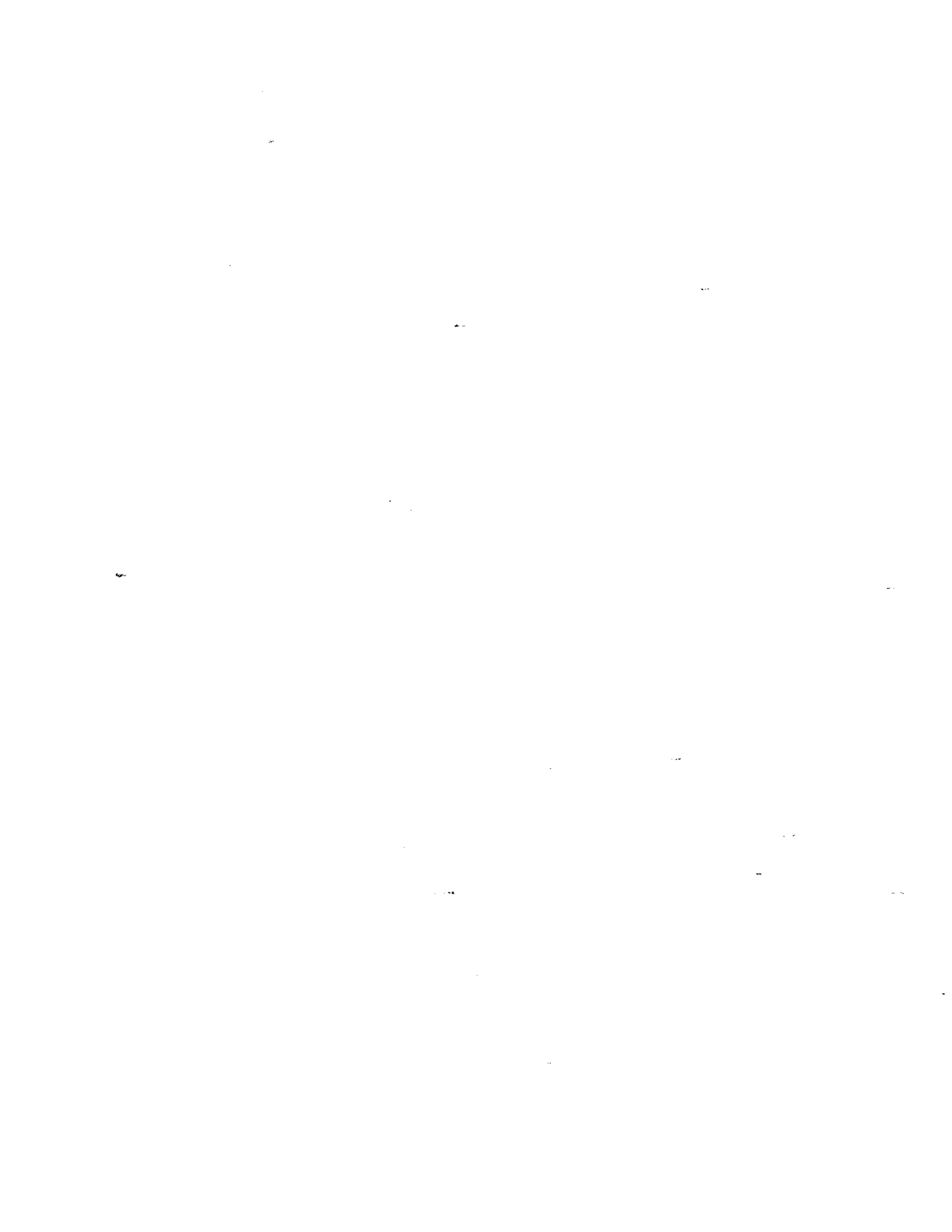
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PART ONE
INTRODUCTION



INTRODUCTION

The Circulation Element of the Inglewood General Plan is both an analysis of existing traffic needs and conditions and a guide for future circulation and transportation developments. The program presented in this element is not intended to be exhaustive or inflexible; it should be continually evaluated to determine its currentness and potential for addressing the circulation and transportation needs of this community.

The major part of this element presents and analyzes existing street conditions and describes some possible corrective measures. The second part of the element discusses other modes of transportation as alternatives to the individual automobile.

The element concludes with an evaluation of Inglewood's street environment and its possible enhancement. This final part serves the purpose of a scenic highway element which is no longer required as a separate element of the General Plan.

PURPOSE OF THE CIRCULATION ELEMENT

The Circulation Element is one of seven elements which, together, comprise the General Plan for the City of Inglewood. Section 65302(b) of the California Government Code mandates the provision of this element and its correlation with the land use element.

The primary purpose of the Circulation Element is to require that the provision of adequate street access and traffic capacity is considered for current and future land use needs. To that goal, this document formally designates street classifications (arterials and collectors) and identifies such specific street improvement needs as street widening and intersection alignments. This document can be used as the basis for requiring street dedications, improvements, or related exactions from development projects that will enable the incremental implementation of the policies and plans set forth in this element. Additionally, this document can assist the City to formulate its annual capital improvement plan and budget.

This Circulation Element also designates truck routes and bicycle routes through Inglewood. However, revisions to these route plans may be adopted by the Inglewood City Council without requiring the amendment of this element. Alternative modes of transportation (bus, rail, bicycle) are discussed and evaluated as to their availability or their potential to supplement the community's reliance on the automobile.

Finally, this Circulation Element establishes policies about various aspects of the street environment. Development standards

and zoning regulations should be derived from these policies regarding landscaping, parking, street identification, signs and building facades.

CONSISTENCY WITH GENERAL PLAN

The Circulation Element is one of seven elements required by State law to be part of every city's general plan. It is the State Legislature's intent that the general plan elements should be consistent with each other. In this section, the relationship of Inglewood's Circulation Element with the other six elements is discussed.

Land Use Element

The Land Use Element presents a long-range plan for the maintenance of existing uses and the establishment of future uses of land within the City of Inglewood. Land uses are reliant on the circulation system for their access and they also generate traffic volumes that affect the design and capacity of the circulation system. By necessity, the two elements are closely related and, allowing for some street width limitations inherited from Inglewood's early development, they are mutually compatible.

Public Safety and Seismic Safety Element

The Public Safety Element and the Seismic Safety Element which, subsequent to their respective adoption by the City of Inglewood, can be consolidated into a single element identify potential situations and areas of hazards to life and property within Inglewood. This city faces potential threats from major earthquakes, aircraft accidents and structure fires. The purpose of this element is also to define programs and procedures to minimize the risks and resulting impacts from such hazards. Access is inevitably an important factor in any program or procedure that

responds to an accident, earthquake or other calamity. That such access is almost always provided by the extensive city street system and regional freeway system means the Circulation Element and Safety Element are compatible.

Conservation Element

The Conservation Element provides an overall City policy for the use of natural and cultural resources. The policy is a guide to legislative and administrative decisions that may have a significant impact on the environment. Except for brief references towards the utilization of less-polluting vehicles, the Conservation Element and the Circulation Element essentially address different issues. As a result, there is no incompatibility between these two elements.

Open Space and Parks Element

The Open Space and Parks Element provides a long-range plan for the preservation and management of existing open space within Inglewood. Because Inglewood is a fully developed city, unused land is not available for additional open space or park land.

Management of existing land and the acquisition and conversion of other land uses into parks is the primary program presented in this element. The Circulation Element can assure access to park sites. Furthermore, sections of the Circulation Element that address street parkway and median landscaping contribute to the park-like environment promoted by the Open Space and Parks Element. These two elements are compatible and consistent with each other.

Housing Element

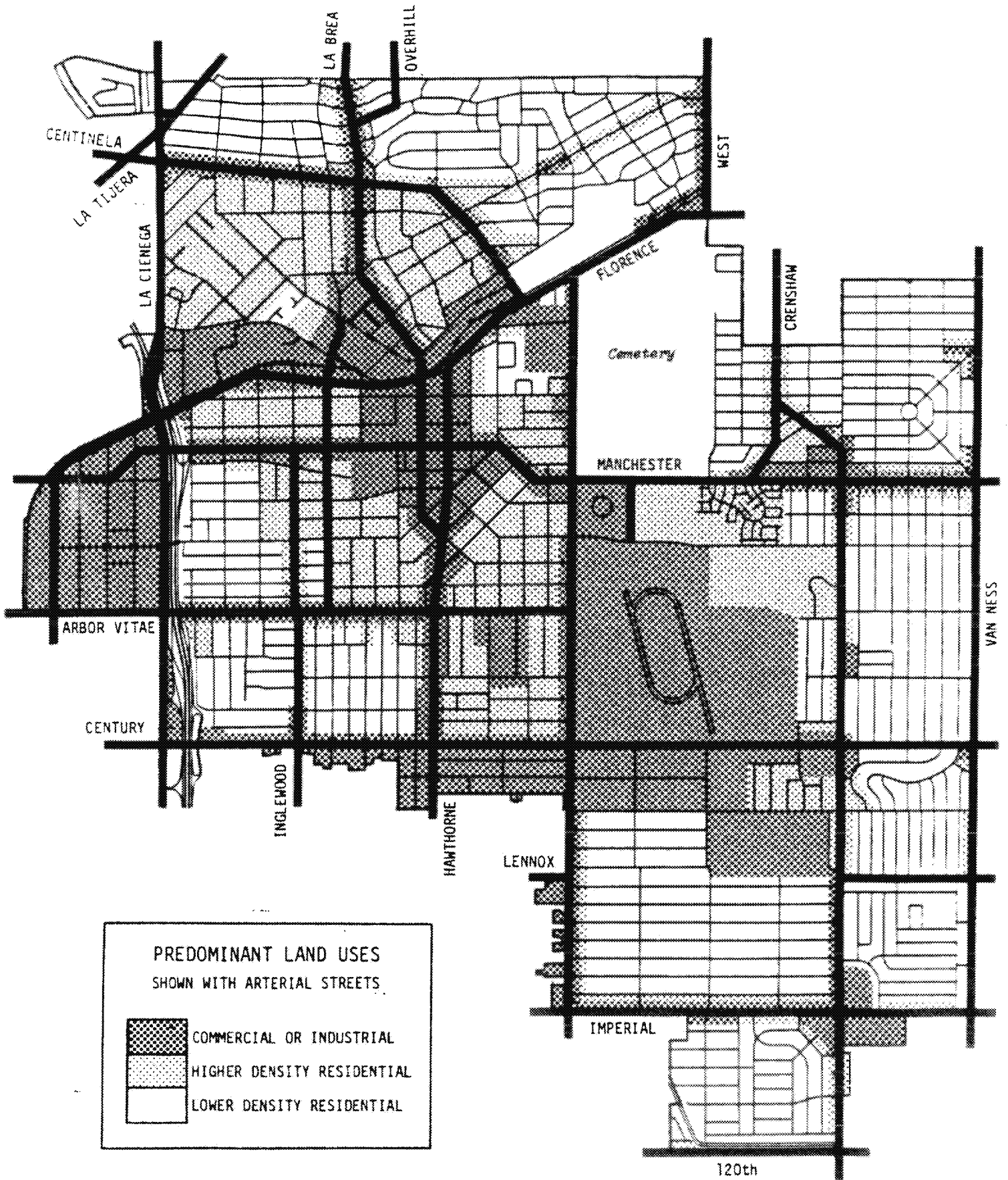
The Housing Element inventories existing housing stock, evaluates housing needs and establishes policies and programs for the provision of new housing. The Circulation Element identifies primary circulation routes through the city to assure efficient access to all residential neighborhoods while eliminating the need for large volumes of traffic to use local residential streets. This should assure the maintenance of safe and quiet residential environments. Therefore, the programs of these two elements are consistent and compatible.

Noise Element

The Noise Element identifies major sources of noise, assesses their levels and effects, and addresses programs that can minimize their impact on the community. Traffic noise and aircraft noise are the primary noise sources in Inglewood. The Circulation element identifies routes that are primary traffic noise corridors. The Noise Element and Circulation element are therefore consistent.

LAND USE

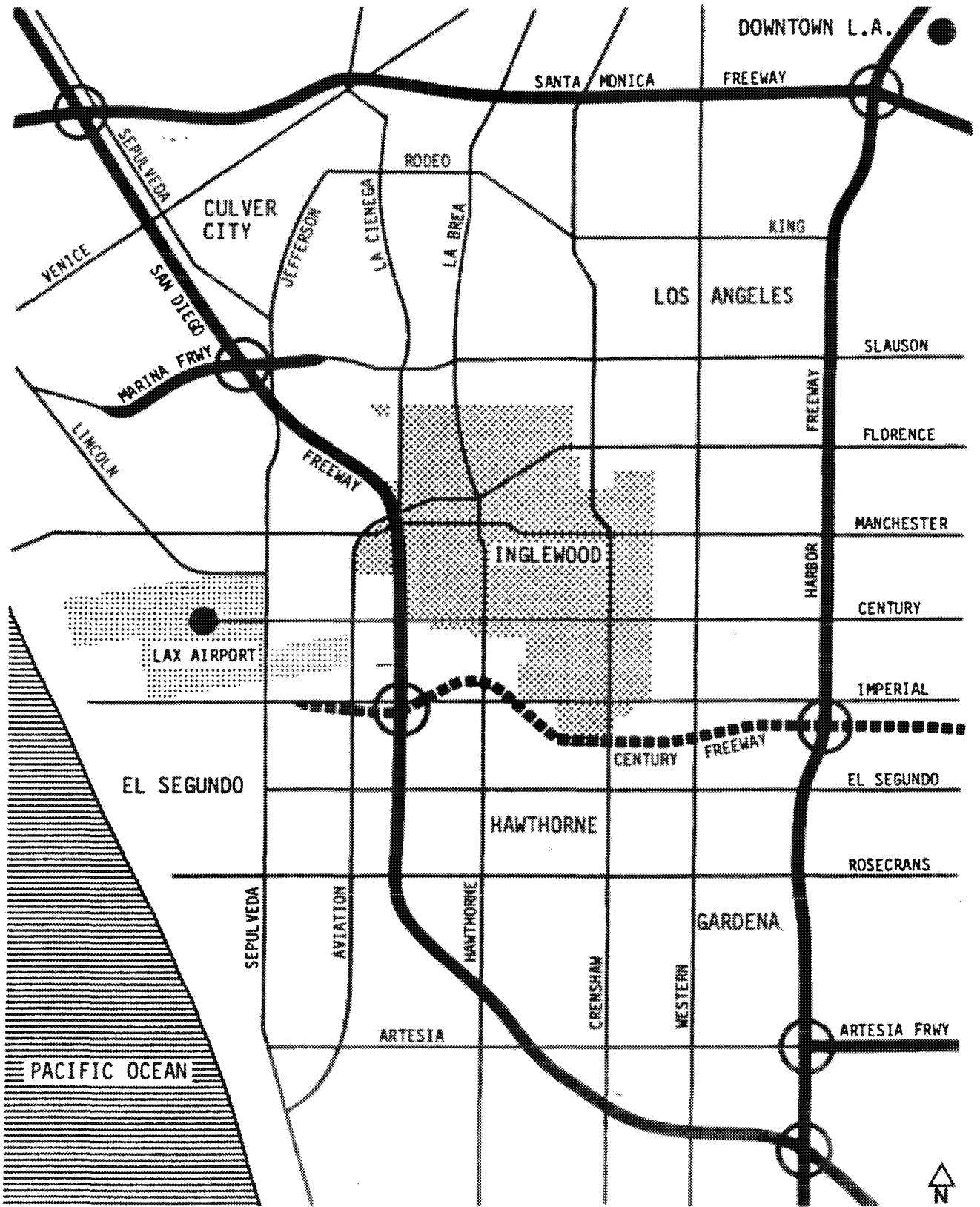
One purpose of the Circulation Element is to assure that adequate access is or will be provided for current and future land developments. Inglewood is a fully built community so there are no areas of unimproved land into which this city can expand. With minor exceptions, the land use patterns within the city are established. Virtually all future development will "infill" existing properties that have been underutilized. As shown on the following land use map, all areas of Inglewood are served by an extensive street system of arterial, collector and local streets. All areas of commercial and industrial uses, which generate the most traffic, are immediately accessible to arterial streets. Most circulation needs in Inglewood are not caused by insufficient access to streets but, rather, are due to inadequate street widths and problem intersection alignments along existing streets. These issues are discussed below in this element.



PART TWO
CIRCULATION PLAN

REGIONAL CIRCULATION

Inglewood is a city encompassing 8.85 square miles in the heavily urbanized portion of Los Angeles County known as the South Bay. The city is traversed by several regional arterial streets and by the San Diego Freeway (Interstate Route 405). The future Century Freeway (Interstate Route 105) is presently being constructed immediately south of Inglewood.



VICINITY MAP
 SHOWING FREEWAYS AND
 SELECTED REGIONAL ARTERIALS
 1 MILE

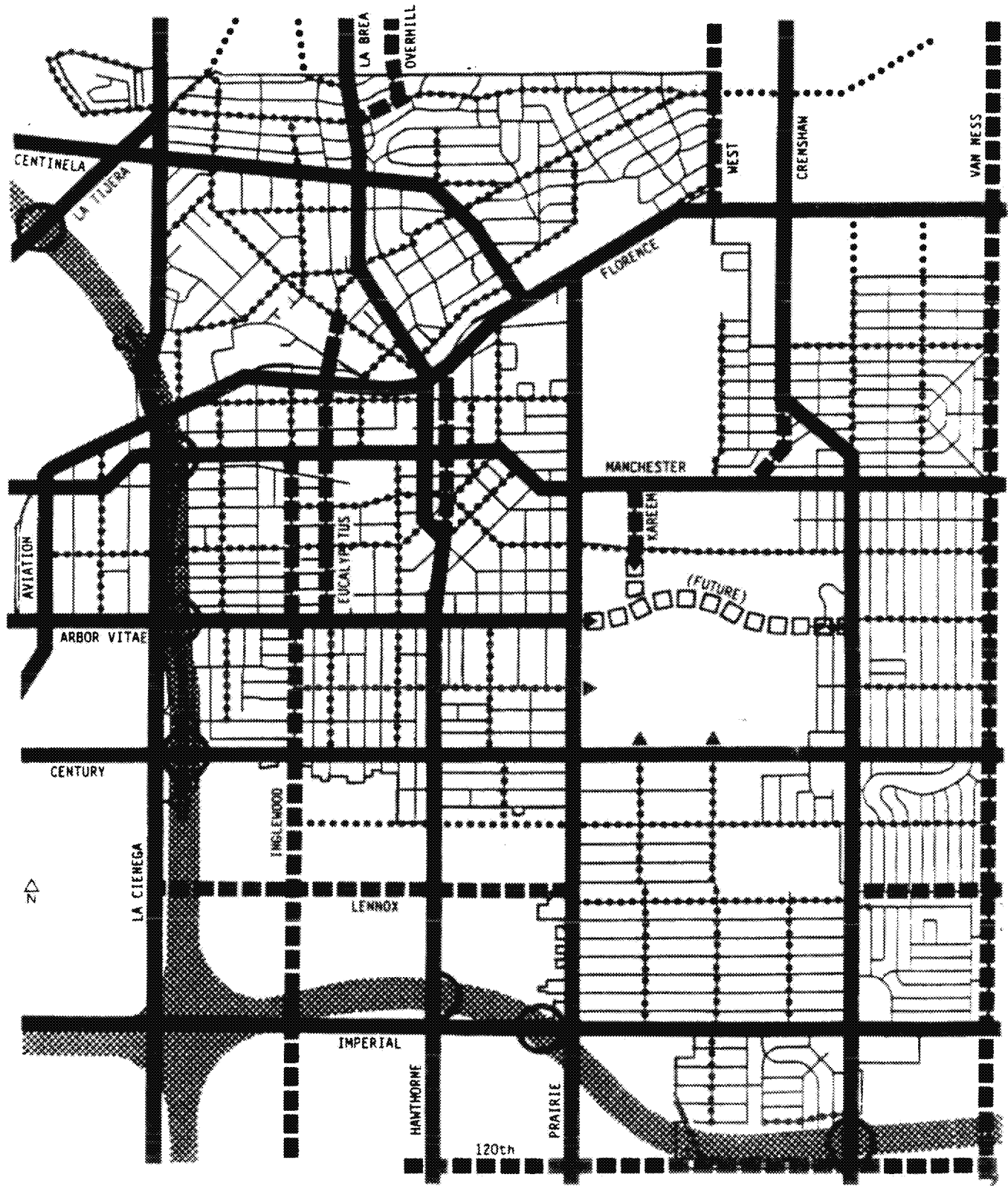
STREET CLASSIFICATION

The classification of streets establishes a hierarchy of function for the circulation system of Inglewood. Traffic volume and street widths are not the only factors used for such classification, particularly in this city where existing narrow streets must often serve functions greater than their roadway widths should warrant. The actual use and location of streets are therefore also significant factors in the classification of Inglewood streets.

1. FREEWAYS. Freeways are the primary means of intercity and regional travel and are significant in that they provide an efficient, fast and high volume alternative to surface streets. The planning, design and construction or improvement of freeways are undertaken by the State of California through its Department of Transportation (Caltrans).

Two freeways immediately impact the City of Inglewood:

- The San Diego Freeway (Interstate Route 405) serves as a north-south route in the Inglewood area. It averages four travel lanes in each direction and carries approximately 270,000 vehicles per day.
- The Century Freeway (Interstate Route 105) is being constructed as an east-west route along the south edge of Inglewood. It will average three travel lanes in each direction, plus one high occupancy vehicle lane for buses and vans, and is anticipated to accommodate about 150,000 vehicles per day. This freeway will also provide a rail



CIRCULATION ELEMENT		INGLEWOOD GENERAL PLAN	
	MAJOR ARTERIAL		FREEWAY
	MINOR ARTERIAL		FREEWAY ACCESS
	COLLECTOR		POTENTIAL ROUTE
	LOCAL STREET		

transit route along its median. Completion of construction is expected in 1993.

2. MAJOR ARTERIALS. Major arterials are the most important surface streets. They function as primary intercity routes (i.e. continuous routes into, through and out of this city) in addition to collecting and distributing a large portion of local traffic. Major arterials are typically designed to carry over 30,000 vehicles per day which means they should have a minimum of two travel lanes in each direction in addition to a separate median lane to accommodate left turn movement. However, depending upon traffic volume, particularly during peak traffic periods, additional travel lanes and/or the prohibition of curb parking may be necessary.

The following streets in Inglewood are classified as Major Arterials:

1. Arbor Vitae Street (west of Prairie Avenue)
2. Centinela Avenue
3. Century Boulevard
4. Crenshaw Boulevard
5. Florence Avenue
6. Hawthorne Boulevard
7. Imperial Highway
8. La Brea Avenue
9. La Cienega Boulevard
10. Manchester Boulevard
11. Prairie Avenue

3. MINOR ARTERIALS. Minor arterials, also referred to as secondary arterials, are similiar to major arterials except that they may be discontinuous within the city, they may carry less traffic volume and/or they may serve as extensions of other major arterials (e.g. Crenshaw Drive from Crenshaw Boulevard; or Kareem Court from Manchester Boulevard). Minor arterials are typically designed to carry 15,000 to 30,000 vehicles per day, which means they should have a minimum of two travel lanes in each direction. A separate median lane to accommodate left turn movement is desirable if there is sufficient roadway width.

The following streets in Inglewood are classified as Minor Arterials:

1. Crenshaw Drive
2. Eucalyptus Avenue (Beach Avenue to Arbor Vitae Street)
3. Fairview Boulevard (La Brea Avenue to Overhill Drive)
4. Kareem Court (Forum Road)
5. Inglewood Avenue (south of Manchester Boulevard)
6. Lennox Boulevard
7. Market Street (Florence Avenue to La Brea Avenue)
8. Overhill Drive
9. Van Ness Avenue
10. West Boulevard (north of Florence Avenue)
11. 108th Street (east of Crenshaw Boulevard)
12. 120th Street

4. COLLECTORS.

Collectors are transitional streets between arterials and local streets. The function of a collector is to "collect" vehicles from the local street system and transport them to the arterial system. Collectors, however, also provide some cross-city access (e.g. Hyde Park Boulevard). Collectors may be designed to carry up to 15,000 vehicles per day, although 3,000 to 10,000 vehicles is more typical. A collector will have at least one travel lane in each direction, but depending upon specific traffic volume or access function, two travel lanes in each direction might be utilized.

The following streets in Inglewood are classified as Collectors:

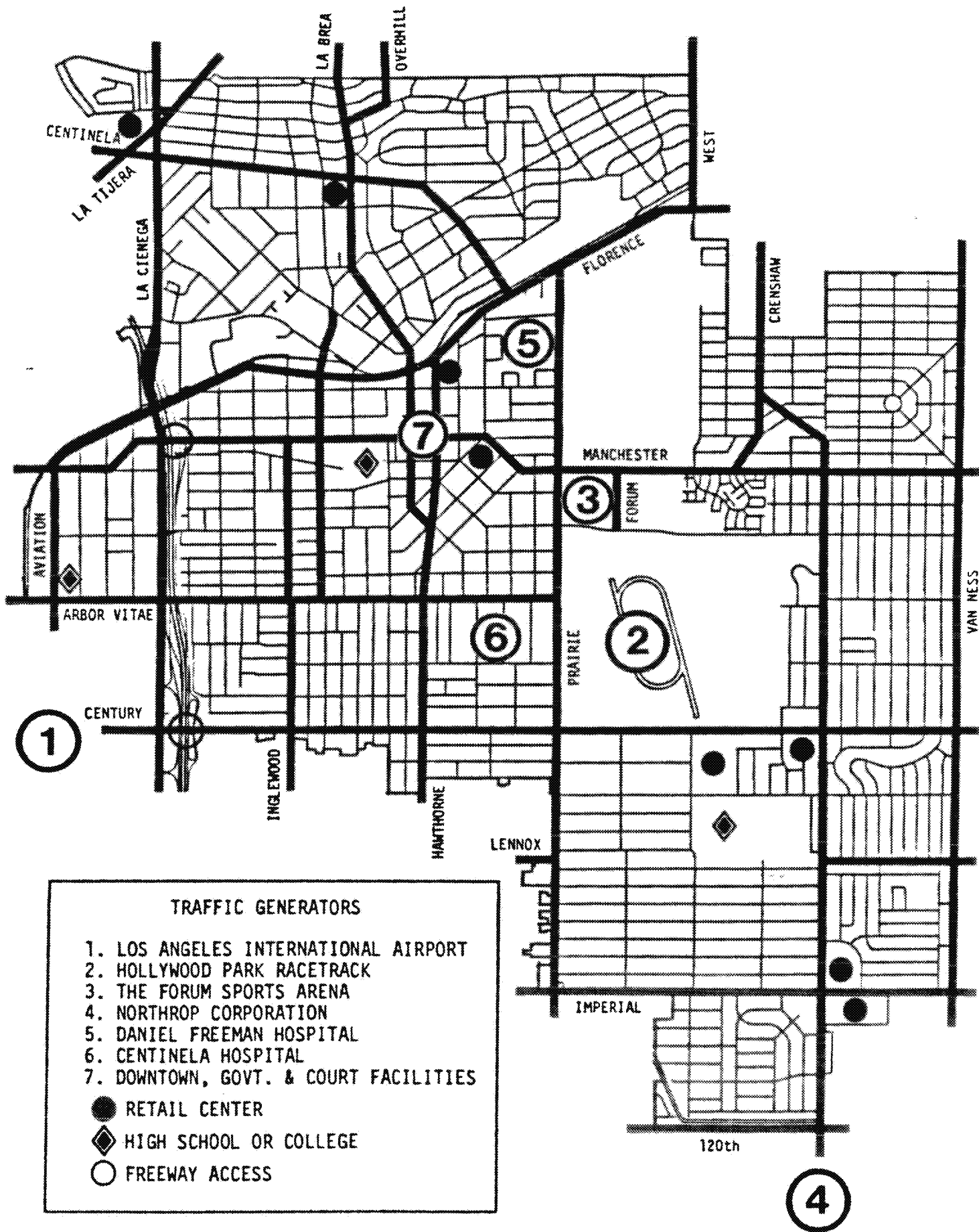
1. Arbor Vitae Street (east of Darby Park)
2. Beach Avenue
3. Doty Avenue
4. Eucalyptus Avenue (north of Beach Avenue)
5. Eucalyptus Avenue (Arbor Vitae Street to Century Boulevard)
6. Fairfax Avenue.
7. Fairview Boulevard (except La Brea Avenue to Overhill Drive)
8. Fir Avenue (Florence Avenue Manchester Boulevard)
9. Freeman Avenue
10. Grevillea Avenue
11. Hardy Street
12. Hillcrest Boulevard
13. Hindry Avenue
14. Hyde Park Boulevard
15. Hyde Park Place

16. Inglewood Avenue (Florence Avenue to Manchester Boulevard)
17. Ivy Avenue
18. Juniper Street
19. Kelso Street - 90th Street (Inglewood Avenue to Crenshaw Boulevard)
20. La Tijera Boulevard
21. Locust Street (Regent Street to Hillcrest Boulevard)
22. Myrtle Avenue (Arbor Vitae Street to Century Boulevard)
23. Oak Street (Eucalyptus Avenue to Arbor Vitae Street)
24. Park Avenue (Warren Lane to Hyde Park Boulevard)
25. Regent Street
26. Springpark Avenue
27. Spruce Avenue (La Brea Avenue to Manchester Boulevard)
28. Warren Lane (Centinela Avenue to Park Avenue)
29. West Boulevard (north of Manchester Boulevard)
30. Yukon Avenue
31. 5th Avenue (north of Manchester Boulevard)
32. 8th Avenue
33. 64th Street (Springpark Avenue to Garth Avenue)
34. 90th Street (east of Crenshaw Boulevard)
35. 102nd Street (east of Prairie Avenue)
36. 104th Street
37. 108th Street (Prairie Avenue to Crenshaw Boulevard)

TRAFFIC GENERATORS

Certain facilities or areas in and near Inglewood can be identified as being the destination of significant numbers of vehicles:

1. Los Angeles International Airport (LAX). Approximately 60,000 LAX patron vehicles enter and exit the airport each day. Additionally, 40,000 employees work within the airport grounds and adjacent air freight terminals.
2. Hollywood Park. This racetrack can accommodate approximately 40,000 vehicles and over 50,000 patrons.
3. The Forum. This sports and entertainment arena can accommodate approximately 4,000 vehicles and over 18,000 patrons.
4. Northrop Corporation. The aircraft and electronics divisions of this corporation employ approximately 20,000 persons in its Hawthorne facilities.
5. Daniel Freeman Hospital. The hospital and adjacent facilities can accommodate approximately 1300 vehicles, and over 3300 vehicles enter and leave the facilities in one day.
6. Centinela Hospital. The hospital and adjacent facilities can also accommodate approximately 1300 vehicles, and a comparable number of vehicles to that of Daniel Freeman Hospital enter and leave the facilities in one day.
7. Downtown Inglewood. Within a sixteen block area centered upon Manchester Boulevard and Market Street is a concentration of retail stores, professional and medical



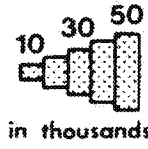
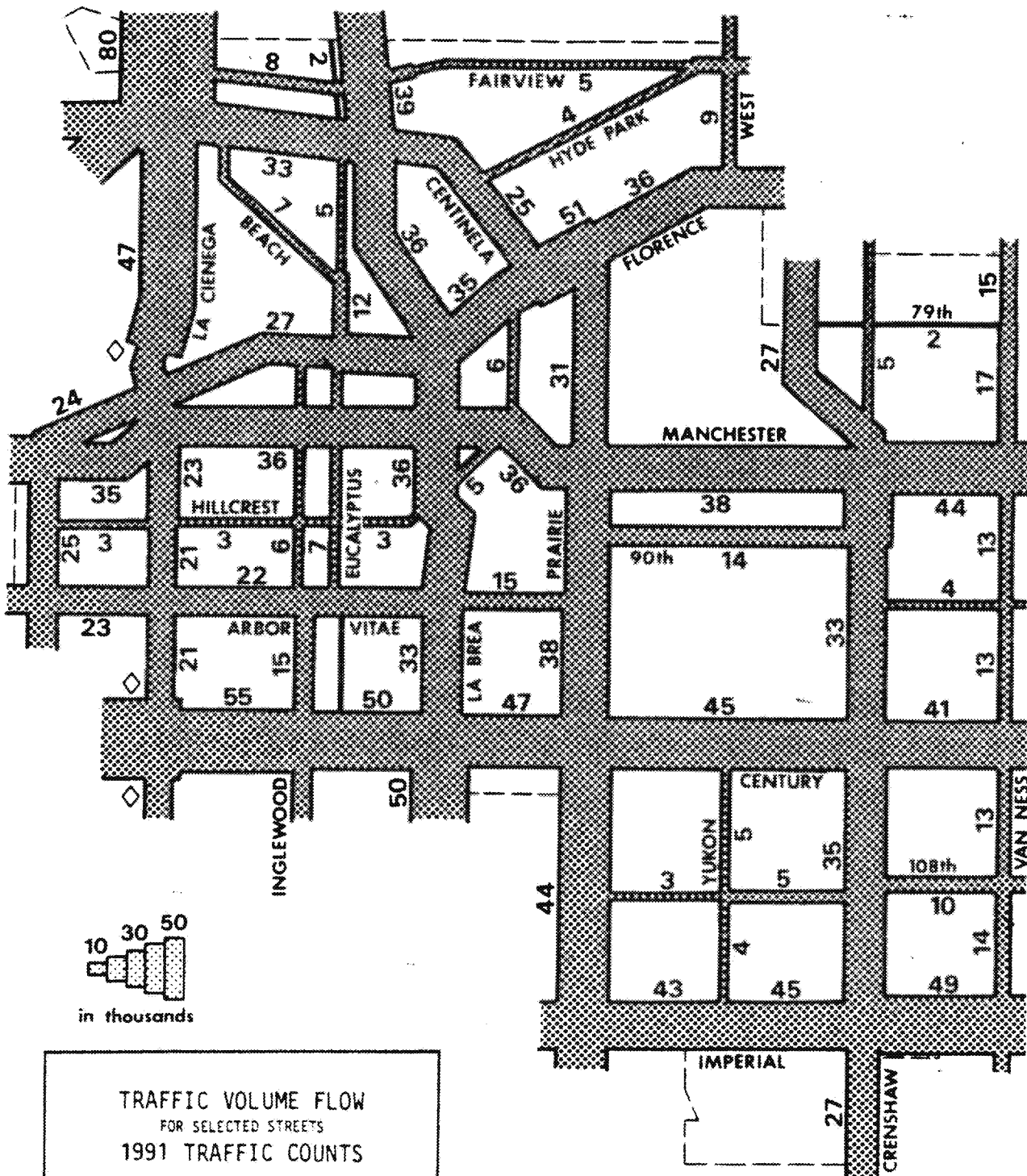
offices, financial institutions, city, county and state governmental offices and court buildings. Adjacent to this downtown area are a high school and junior high school. Specific numbers of employees, patrons and visitors in this area are not known.

Additionally, existing San Diego Freeway entrances and exits along La Cienega Boulevard can be considered traffic generators, as certainly will be future entrances and exits for the Century Freeway being constructed along the southern edge of Inglewood.

TRAFFIC VOLUME

The following two maps depict the current and anticipated traffic flow volumes for selected streets in Inglewood. A substantial increase for north-south traffic on Crenshaw Boulevard and Prairie Avenue is expected after the opening of the Century Freeway with a corresponding decrease of east-west traffic on Imperial Highway which essentially parallels the freeway.

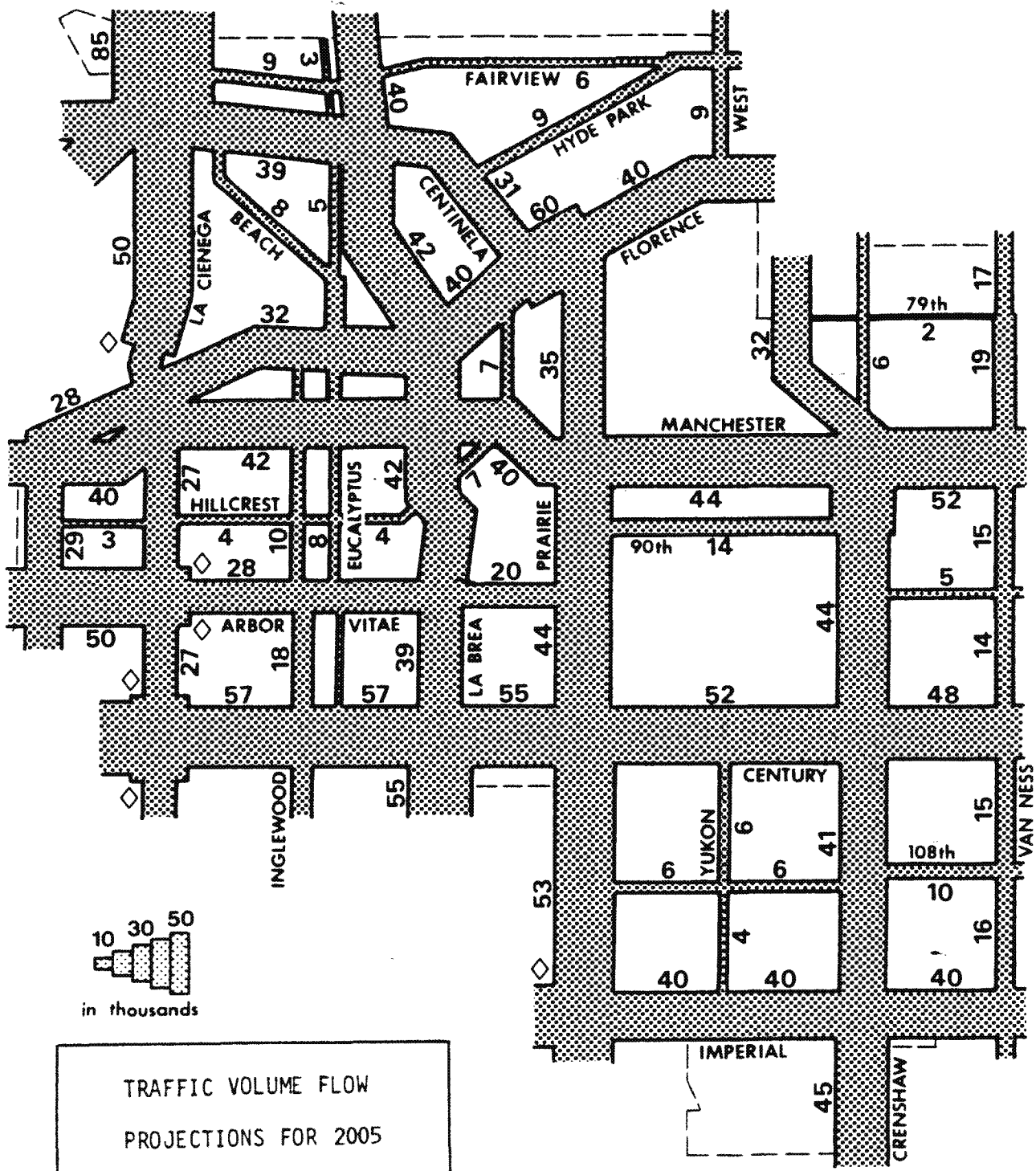
Overall future traffic volume increases may be mitigated by a greater utilization of light rail, bus transit and carpooling in the next decade.



in thousands

TRAFFIC VOLUME FLOW
 FOR SELECTED STREETS
 1991 TRAFFIC COUNTS
 AVERAGE DAILY TRAFFIC IN THOUSANDS
 ◇ - VOLUME CHANGE DUE TO FREEWAY ACCESS
 SOURCE: INGLEWOOD ENGINEERING DEPARTMENT



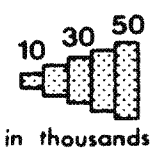


TRAFFIC VOLUME FLOW PROJECTIONS FOR 2005

AVERAGE DAILY TRAFFIC IN THOUSANDS

◇ - VOLUME CHANGE DUE TO FREEWAY ACCESS

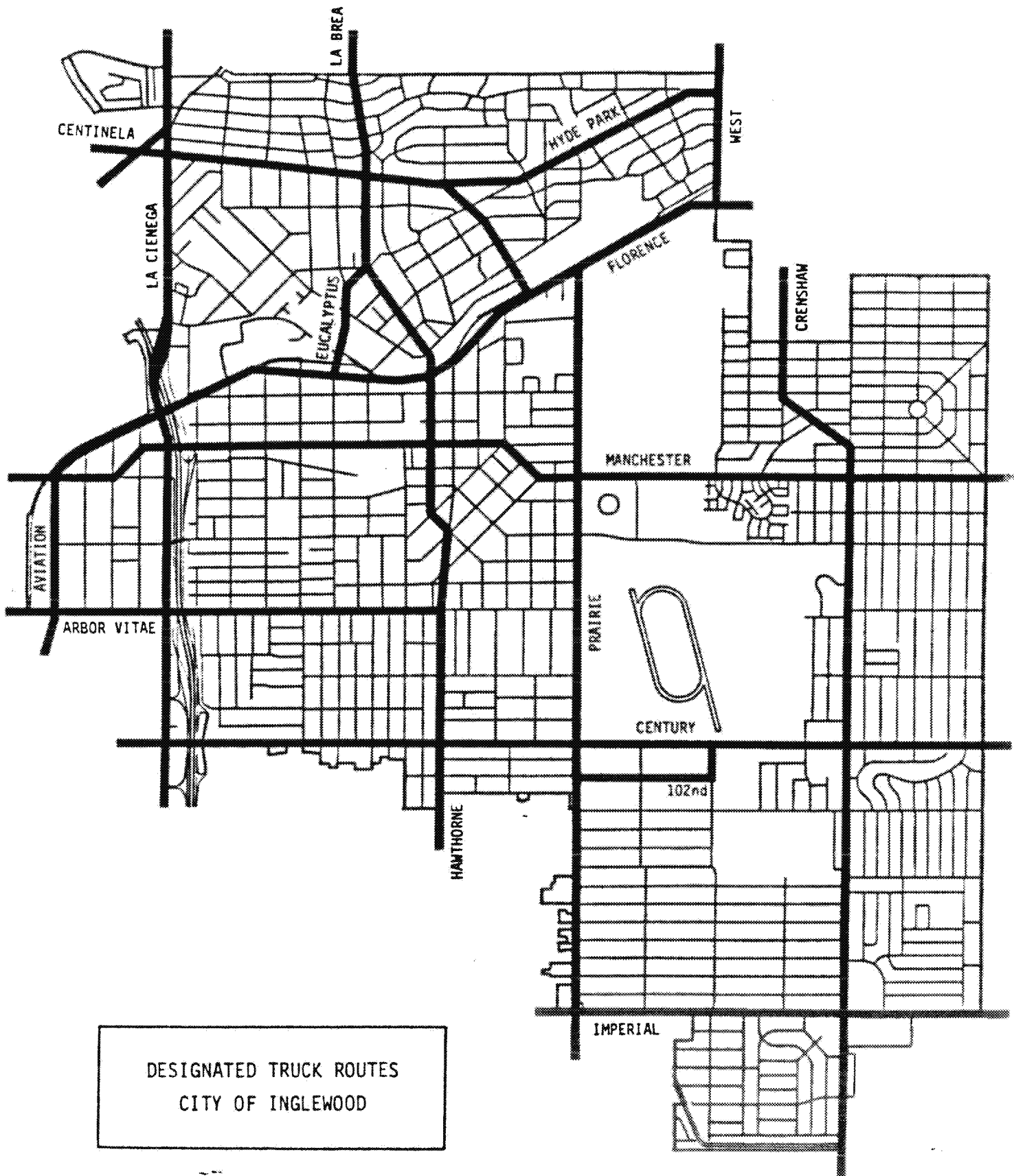
SOURCE: INGLEWOOD ENGINEERING DEPARTMENT



TRUCK ROUTES

The Inglewood Municipal Code (Chapter 3, Article 3) specifically authorizes the City Council to designate certain streets in the city on which vehicles exceeding three tons may travel. These designated routes are identified with street signs to guide truck traffic through the city. Vehicles exceeding three tons are restricted from using all other streets in the city unless they are picking up or delivering merchandise at businesses or sites located on these restricted streets.

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 Avenue and Yukon Avenue) which serves the new manufacturing and air freight businesses being developed in the Century Redevelopment Project area.

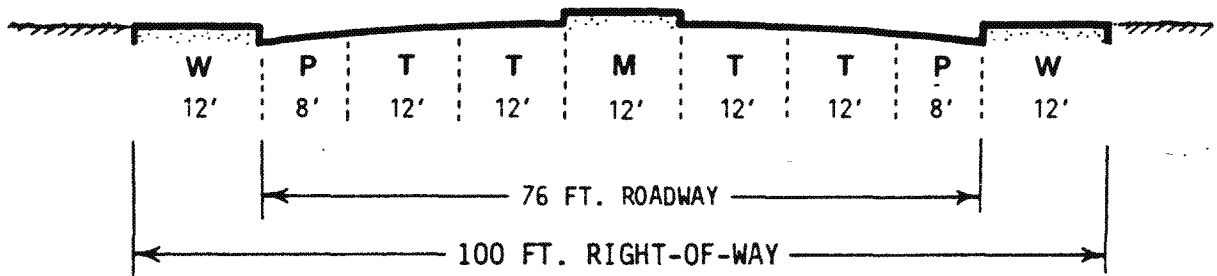
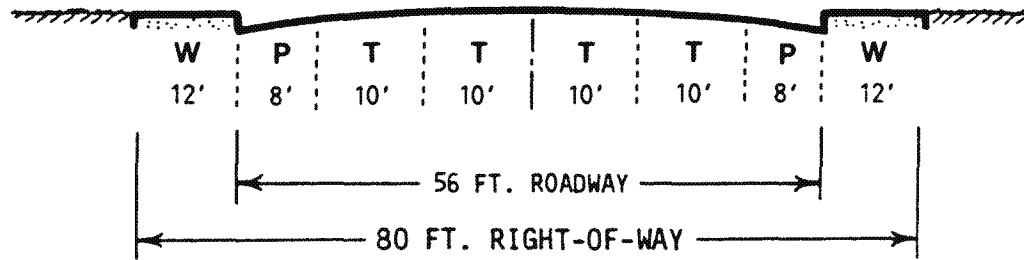
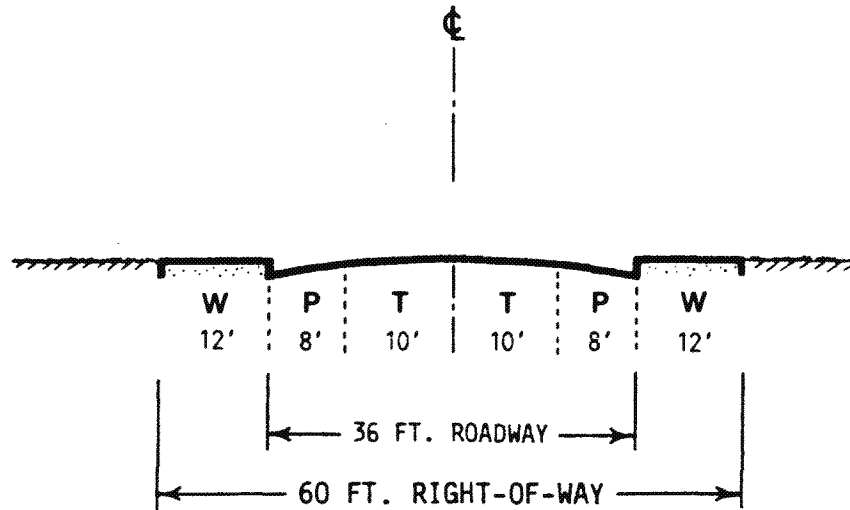


DESIGNATED TRUCK ROUTES
CITY OF INGLEWOOD

STREET RIGHTS-OF-WAY

The design of a street and the number of lanes in its roadway are usually a factor of the width of the street right-of-way. Inglewood streets have exceptionally varied widths. The widest right-of-way is 125 feet along a portion of South La Brea Avenue (because it once included a trolley right-of-way). Many residential streets have only 50-foot rights-of-way; a few are as narrow as 40 feet. The reasons for such varied widths, and the difficulty of increasing the widths of many streets, are discussed elsewhere in this Element.

The following diagram shows typical street cross-sections for three common right-of-way widths. However, many of Inglewood's arterial and collector streets are located within rights-of-way of insufficient widths. As a result, lane widths may be narrower than shown in the diagram and parking lanes may be excluded to provide additional travel lanes. Streets lacking a median, as shown in the example of an 80-foot right-of-way, may provide a median lane for left turn movements near intersecting streets by elimination of one or both parking lanes at that location.



**TYPICAL STREET SECTIONS
FOR COMMON RIGHT-OF-WAY WIDTHS**

- P** PARKING LANE
- T** TRAVEL LANE
- M** MEDIAN LANE
(or raised median)
- W** PARKWAY (sidewalk,
landscaping, curb)

STREET WIDENING

While many streets in Inglewood have substandard widths when compared to today's standards for street design, most of these streets are still functional for their traffic volumes. In certain cases, some substandard streets are made functional by sacrificing parking along one side of the street. This occurs throughout the Lockhaven residential neighborhood (105th Street to 113th Street).

However, there are streets with insufficient widths for their current or anticipated traffic needs that should be widened. Unfortunately, physical constraints often limit the feasibility of widening streets. Existing improvements located along these streets, or abutting small lots that cannot be further reduced in size, may preclude widening, in addition to prohibitive costs of acquiring and removing such improvements.

The following arterial and collector streets in Inglewood are selectively identified as streets that need to be widened to accommodate current or anticipated traffic needs:

1. Arbor Vitae Street (San Diego Freeway to La Brea Avenue)
2. Aviation Boulevard.
3. Beach Avenue (Plymouth Street to Inglewood Avenue)
4. Beach Avenue (Edgewood Street to Centinela Avenue)
5. Doty Avenue (Century Boulevard to 104th Street)
6. Eucalyptus Avenue (Centinela Avenue to Juniper Street)
7. Eucalyptus Avenue (Florence Avenue to Arbor Vitae Street)
8. Fairview Avenue (La Tijera Boulevard to Springpark Avenue)
9. Fir Avenue (Regent Street to Manchester Boulevard)

10. Florence Avenue (Fir Avenue to Manchester Boulevard)
11. Hyde Park Boulevard (Centinela Avenue to West Boulevard)
12. Hyde Park Boulevard (Beach Avenue to La Brea Avenue)
13. Hyde Park Boulevard (Glenway Drive to Industrial Avenue)
14. Inglewood Avenue (Manchester Boulevard to Arbor Vitae Street)
15. Yukon Avenue (104th Street to Imperial Highway)
16. 104th Street (Prairie Avenue to Yukon Avenue)
17. 108th Street (Prairie Avenue to Crenshaw Boulevard)

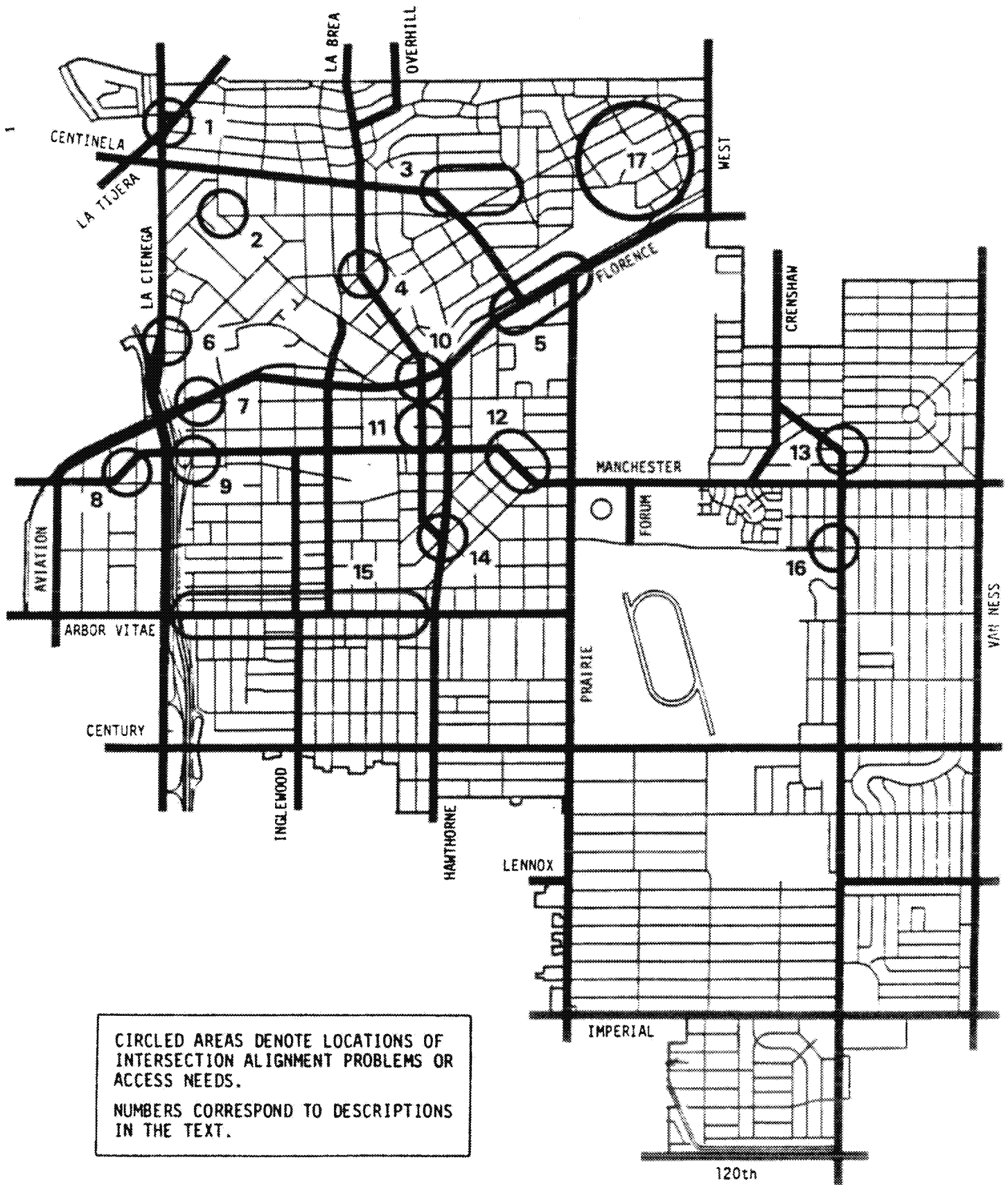
In addition to this listing, other streets may be identified as also needing widening. The Engineering Department of the City of Inglewood maintains a master street-widening and intersection alignment plan that specifies actual widening requirements which are to be used for determining right-of-way dedications and acquisitions necessary to widen streets.

INTERSECTION ALIGNMENTS

There are over 1200 street intersections in Inglewood. While most intersections consist of aligned streets crossing at right angles, some intersections consist of streets that meet at peculiar angles and/or multiple streets that converge together. Fortunately, most of the irregular intersections occur along streets where few problems arise due to their low traffic volumes. However, some intersections with alignment problems occur on collector and arterial streets. The most notable of these situations are identified on the following map and discussions on each location are included in the Appendix. These possible measures are addressed only for evaluative purposes and, by their reference in this Element, do not necessarily constitute any adopted policy of the City of Inglewood for their implementation exactly as described. Economic and physical restrictions can preclude such implementation in addition to other possible remedies that may be subsequently formulated.

The number beside each identified intersection on the map corresponds to numbered narratives in the appendix. An exception is the discussion about street closures (No. 17 on the map) which is found on page 42 of this text. In addition to these notable situations, the Engineering Department of the City of Inglewood maintains a master street and intersection alignment plan which may identify other locations.

The elimination or mitigation of the problem conditions occurring at these intersections can be considered in the determination of future municipal improvement programs.



DOWNTOWN STREET DESIGN STUDY

During the 1970's, the City of Inglewood implemented a redesign of its traditional downtown shopping street, Market Street, in an attempt to encourage a return of the pedestrian-oriented shopping that had been lost to newer shopping centers and retail malls. The redesign included reducing the street from four to two lanes, replacing parallel curb parking with angled parking, installing a substantial quantity of large trees, constructing raised landscaping planters and benches, and replacing most individual store front signs with identical dark blue canvas awnings having white stenciled lettering.

The appearance of the street was definitely more attractive, but the redesign also resulted in decreased traffic flow, due to the lane reduction and the use of angled parking, and in decreased store visibility, due to the trees and awnings.

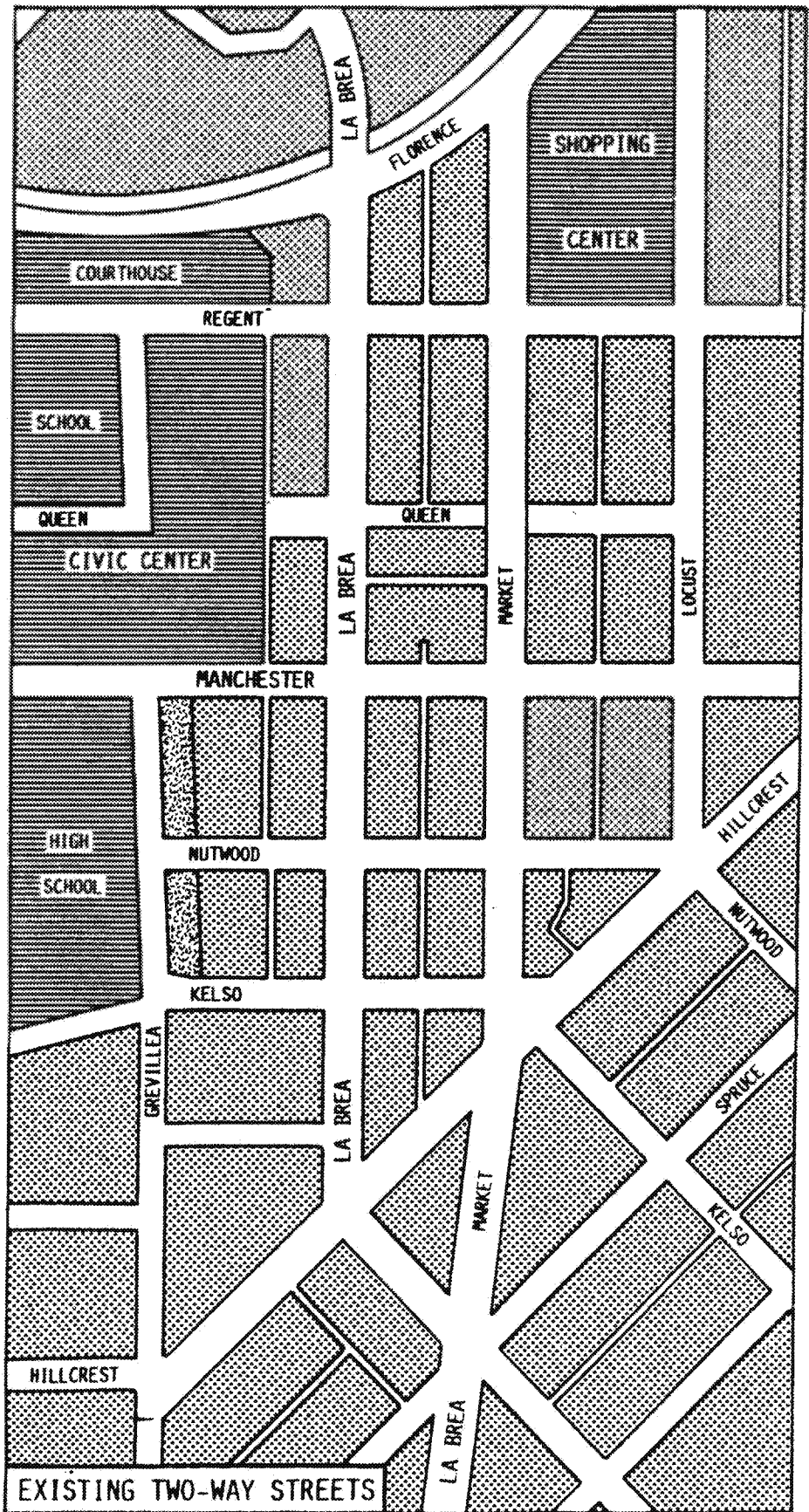
Meanwhile, traffic has increased substantially on La Brea Avenue, the major north-south arterial paralleling Market Street. As traffic demand continues to grow in the South Bay region with no new north-south arterials or freeways planned, there is a compelling need to increase the vehicle capacity of La Brea Avenue.

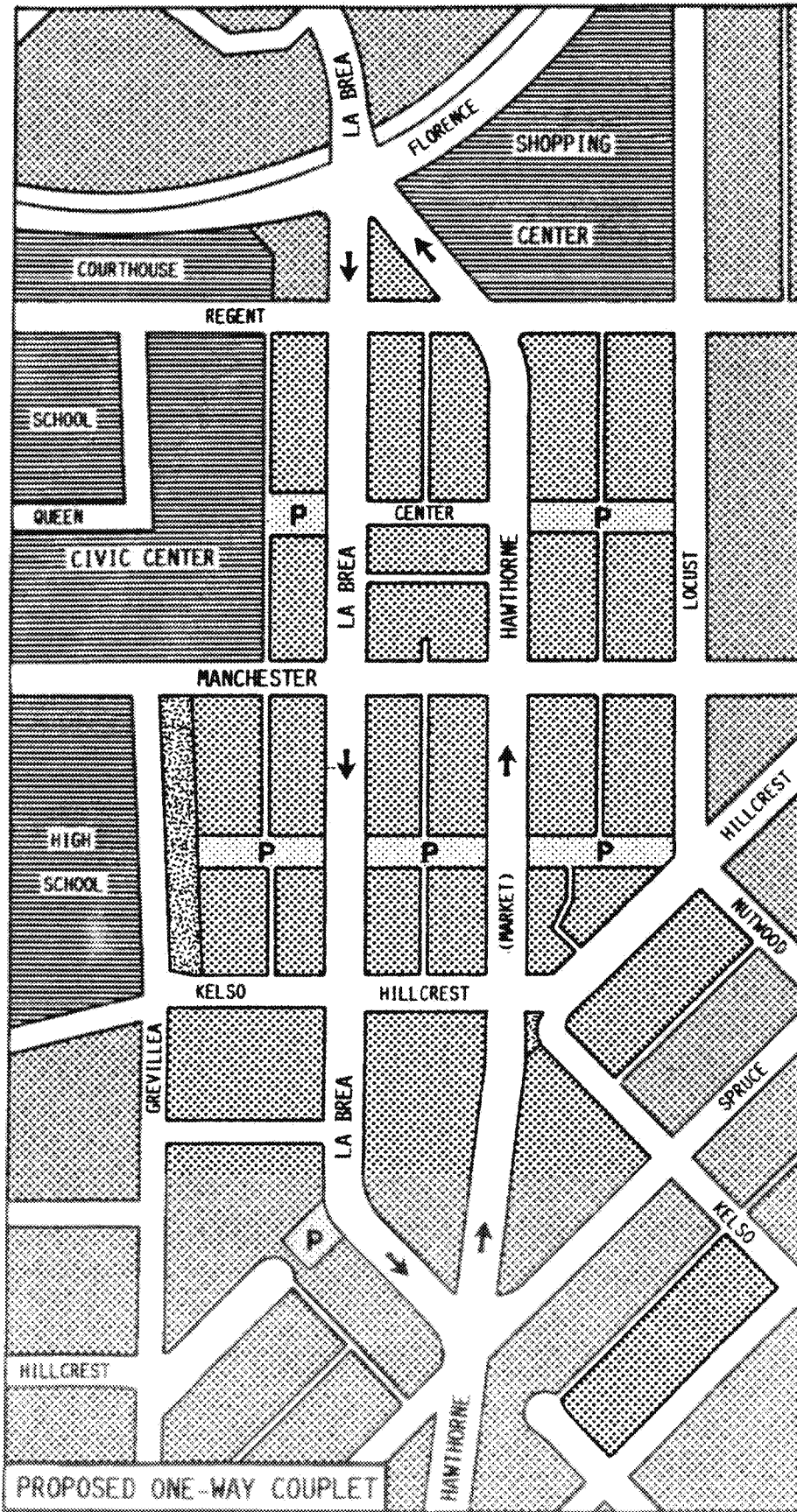
The City of Inglewood is now studying a proposal to redesign the entire downtown circulation system to address the needs of La Brea Avenue and Market Street. The proposal would marry the two parallel streets into a single north-south travel corridor known as a one-way couplet. Between Florence Avenue on the north and Spruce Avenue on the south, La Brea Avenue would become a one-way southbound roadway while Market Street would become a one-way

northbound roadway. As depicted on the following maps, the most northern one-block length of Market Street would be realigned to return northbound traffic to La Brea Avenue. Portions of Hillcrest Boulevard and La Brea Drive would be closed to simplify some of the intersection configurations.

By converting both La Brea Avenue and Market Street to one-way routes, each street's right-of-way would need to accommodate only half of a street. This will permit three travel lanes (all in the same direction) plus two parking lanes per roadway. Right turn and left turn movements, in addition to bus stops, would occur in the parking lanes so there would be no hindrance to traffic flow in the three travel lanes. Additionally, since there would be no oncoming vehicles from the opposite direction, there would be no need for separate left turn signal phases. This saved phase time could be allocated to cross streets to improve traffic flow on such east-west streets as Manchester Boulevard. Furthermore, one-way traffic will readily permit traffic signal synchronization on both La Brea Avenue and Market Street to further improve their respective traffic flows by increasing traffic volume while controlling traffic speed.

By incorporating Market Street into this one-way couplet, the Market Street stores would now front onto a regional arterial street, substantially increasing their retail exposure. However, the current pedestrian environment would not only be retained, it would be enhanced. Since both the La Brea Avenue and Market Street 100-foot wide rights-of-way need to accommodate only half of a street, less roadway is required. This will permit an approximate





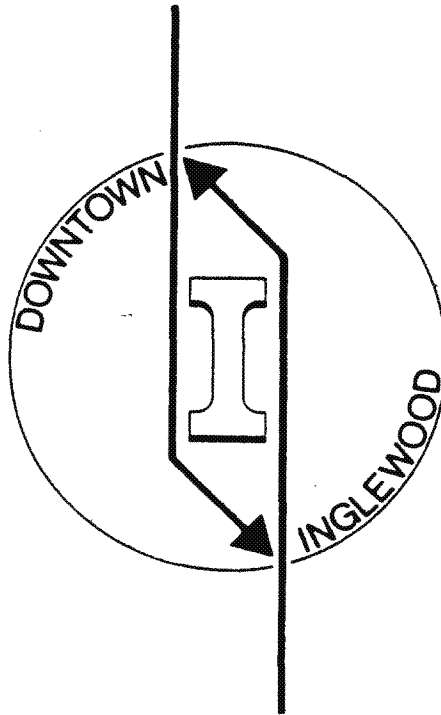
doubling of the sidewalk widths on both sides of these streets. These increased sidewalks will not only provide greater separation between pedestrians and vehicles, but there will be additional room for landscaping, public seating and other amenities. Restaurants might receive City permits to allow outside dining. Not only would the pedestrian environment on Market Street be enhanced, a comparable environment would be created on La Brea Avenue, essentially doubling the size of Inglewood's high-visibility, pedestrian-oriented retail and professional downtown.

Cross traffic would be simplified by providing only three cross-streets at Regent Street, Manchester Boulevard and a realigned Hillcrest Boulevard. Other cross streets and closed streets would be converted into parking lots and/or designated pedestrian corridors, many of which would permit ingress and egress at both ends so they could also serve as minor cross streets.

In addition to redesigning the circulation of downtown Inglewood, the regional identity of downtown can be enhanced with a significant name change. While Market Street is a historic name for the old town of Inglewood, it is fairly unknown in the remainder of the Los Angeles region. On the other hand, Hawthorne Boulevard is readily identified as the primary retail corridor throughout the South Bay area. Therefore, the Hawthorne Boulevard name, which currently ends at Century Boulevard, can be extended north to include what is currently south La Brea Avenue and Market Street. Downtown Inglewood's identity would become the place where three regional arterials converge: Hawthorne Boulevard up from the South Bay, La Brea Avenue down from Hollywood and the Wilshire

District, and east-west Manchester Boulevard.

The numbering system on store fronts along La Brea Avenue and Hawthorne Boulevard (Market Street) can be confusing since Queen Street is not readily apparent to a motorist as being the division between north and south addressing. Therefore, Queen Street (between Locust Street and the civic center only) may be considered for renaming to Center Street to identify it as the center of the numbering system.

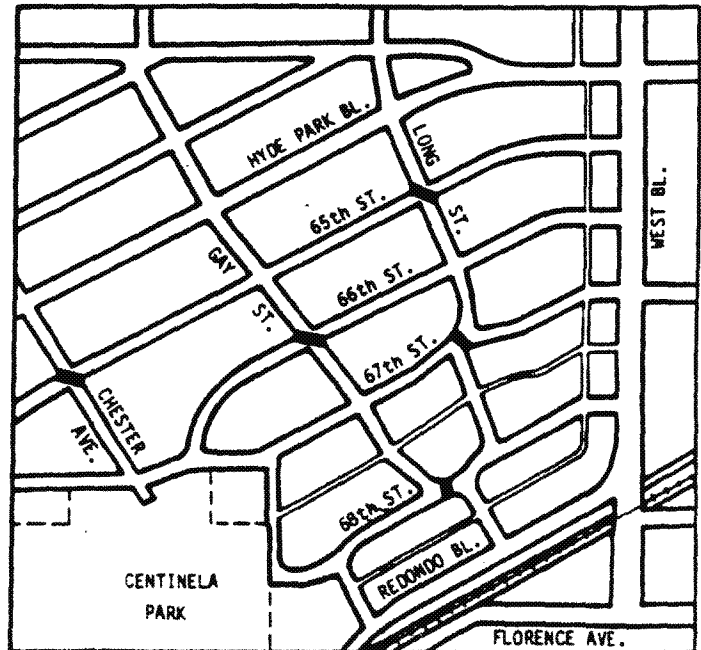


STREET CLOSURES AND DIVERTERS

While the majority of this Element addresses the provision and improvement of access routes through Inglewood, there are circumstances where access should be restricted. The two most common circumstances are (1) where a local (usually residential) street provides an unintended shortcut for motorists who are bypassing an arterial or collector street and (2) where a potentially hazardous intersection exists at the junction of a heavily traveled (often high-speed) major street and a local street.

Examples of unintended short-cuts are certain local streets that can provide direct access between West Boulevard and Centinela Park. The City of Inglewood has installed traffic diverters at five intersections (Long/65th, Chester/65th, Gay/66th, Long/67th and Gay/68th streets) to make access between West Boulevard and the park so circuitous that these

streets no longer offer a short-cut. At each location, the diverter is a line of landscaped planters that extends diagonally across an intersection rendering the intersection into two separated L-shaped turns. While successful in curtailing short-cut traffic, these



diverters also tend to fragment neighborhood accessibility. However, prior to any removal of the traffic diverters,

accommodations must be made to continue discouraging park related traffic. This would necessitate further studies beyond the scope of this Element, including discussions with affected residents and City agencies. Possible responses include providing better park access from Redondo Boulevard and closing the residential streets along West Boulevard. Such schemes may result in substantial property acquisition with major ramifications for affected businesses along Redondo and West Boulevards.

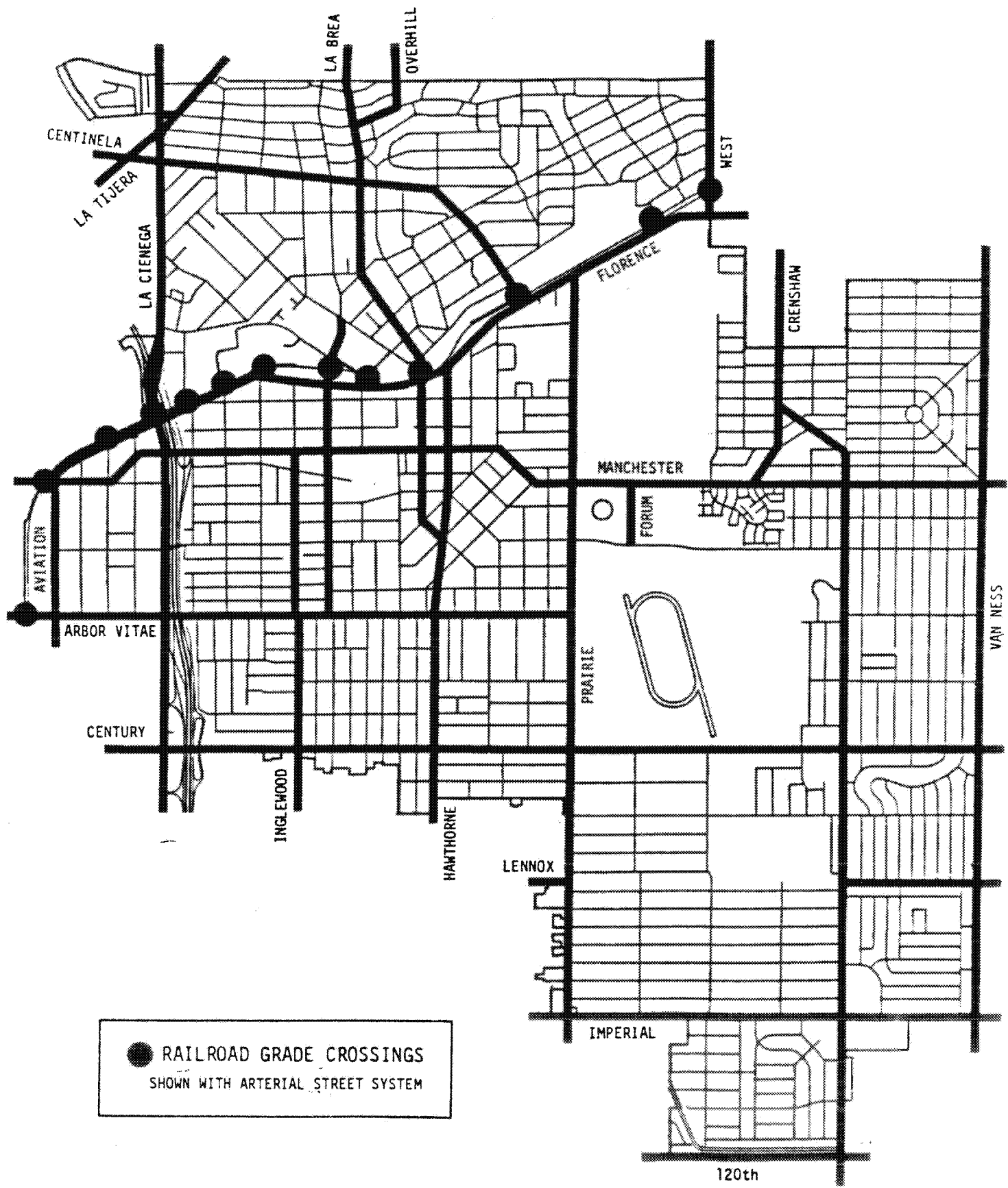
Actual street closures occur where Kew Street and Cory Drive each intersect La Cienega Boulevard. At both locations, the outside (curb) lane of La Cienega Boulevard is used by high-speed traffic exiting the San Diego Freeway. Traffic speed is too great for vehicles to safely turn onto these two intersecting local streets. Landscaped barricades are used to close access to these streets.

Both traffic diverters and street closures may be increasingly used in the future as arterial street traffic increases and spills onto local residential streets. Such a closure is currently being tested on West Boulevard at Manchester Boulevard.

Another type of street closure has occurred on Hollypark Drive and portions of Crenshaw Boulevard and Arbor Vitae Street. These streets still exist physically but have been vacated so they are not accessible to the general public. They are now privately owned and maintained streets within an apartment complex that is surrounded by a security fence.

RAILROAD CROSSINGS

The single remaining rail line through Inglewood has twelve at-grade street crossings, all of which are fully regulated by gate arms, lights and warning bells. Because the rail line parallels Florence Avenue for most of its length, cars (on the intersecting streets) that have stopped at Florence Avenue often queue across the tracks while waiting for the traffic signals to change. Relocating either the rail line or Florence Avenue to eliminate these conditions is physically impossible; as long as the railroad continues to operate, the only feasible solution would be to separate the grade crossings between the rail line and street surfaces. The costs for both construction and property acquisition would be prohibitive. However, if fiscal conditions were ever favorable, a separated grade at La Brea Avenue would offer the greatest benefit, as explained in the appendix discussion about street alignments. Such concerns about grade crossings may ultimately be moot if Santa Fe ceases operating this line.



● RAILROAD GRADE CROSSINGS
 SHOWN WITH ARTERIAL STREET SYSTEM

120th

PART THREE
ALTERNATIVE TRANSPORTATION SYSTEMS

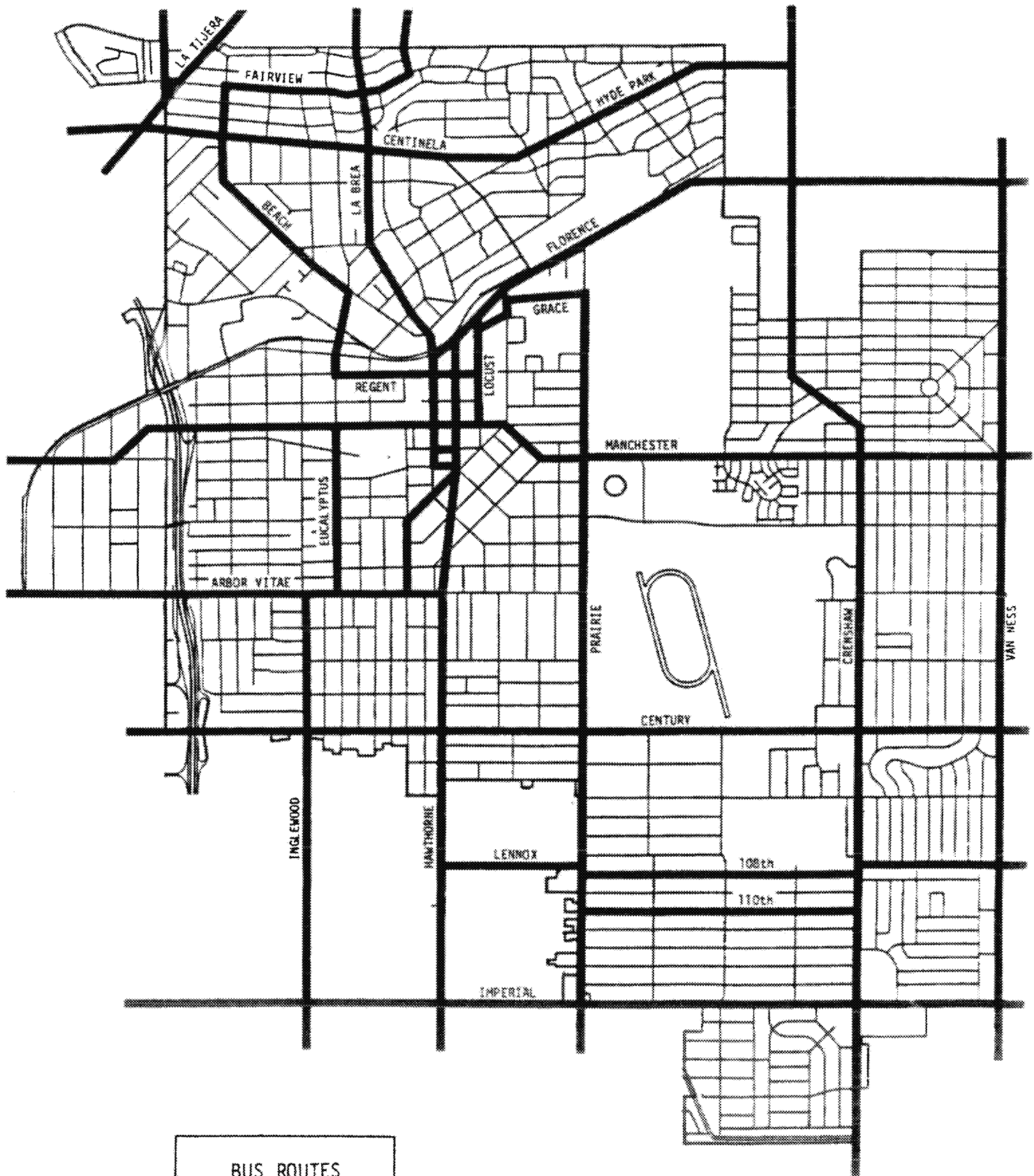
BUS ROUTES

Inglewood is served exclusively by the Southern California Rapid Transit District (SCRTD) which is a public utility that serves a five-county region. The bus route map shows which streets have local bus service at the time of the preparation of this Element. The bus routes may be altered in the future by the SCRTD so that this map is provided only to show that all sectors of the city are currently provided with bus service. In addition to these local service bus routes, there is special bus service to the Hollywood Park race track from outlying areas during the racing season.

The City of Inglewood also operates a local shuttle bus service through its downtown area that connects senior citizen residential complexes with the City's senior citizen center, downtown stores and SCRTD bus stops.

LIGHT RAIL TRANSIT

Since the demise of the Pacific Electric trolley system following the Second World War, there have been recurring proposals to provide a regional light rail transit system to relieve current and future demands on the freeway system. Most proposals call for one or more light rail lines providing service to Los Angeles International Airport which would pass through Inglewood. Because such proposals are designed at a regional scale, it is beyond the scope of this Element to propose any specific route through Inglewood although utilization of the Santa Fe right-of-way should



BUS ROUTES

be considered in any future transit routing studies.

One adopted light rail transit route has been approved for the median of the Century Freeway which is under construction through the most southern part of Inglewood. Passenger stations that will serve Inglewood are planned for the freeway median at Crenshaw Boulevard and at Hawthorne Boulevard.

Parking lots will be provided adjacent to these stations. Additionally, when the light rail transit commences operation (planned for the mid-1990's), it is anticipated that the SCRTD bus lines will be coordinated to serve these stations.

Another route currently being studied by the Los Angeles County Transportation Commission runs south from the Crenshaw District in Los Angeles along Crenshaw Boulevard and along the Santa Fe right-of-way to Prairie Avenue. The route then follows Prairie Avenue through Inglewood south to the transit line in the Century Freeway.

PARK-AND-RIDE

Park-and-ride is a program for commuters intended to augment bus and rail transit systems. Park-and-ride is a system of parking lots strategically located throughout the Los Angeles region where commuters may park their cars reasonably near their residences. They may then depart en masse for their places of employment on bus lines or light rail transit lines thereby reducing the number of privately driven vehicles on freeways and surface streets. Park-and-ride operations are particularly effective in urban areas which

have a single, dominant city center towards which most commuters are traveling. However, in the urban environment in which Inglewood is located, individuals commute to their employment in all directions of the compass: west to the airport, south to the aerospace firms in the South Bay and the industries at the harbor, east to downtown Los Angeles, and north to the professional businesses of the Wilshire and Westwood districts. This diffusion diminishes the demand for commuters to utilize a park-and-ride facility that provides transportation to just one or two destinations. This was learned in the mid-1970's when a park-and-ride facility was operated for the SCRTD on Slauson Avenue just northwest of Inglewood. The facility could accommodate several hundred cars, but averaged only about fifty parked vehicles a day and the operation was abandoned after less than a year. New park-and-ride facilities are planned to be located adjacent to the transit stations that will be built in the median of the Century Freeway. Separated light rail transit vehicles are expected to be better patronized than are the SCRTD buses which can be impeded by rush hour traffic congestion.

PARATRANSIT SERVICE

The City of Inglewood maintains a fleet of six vehicles (four small buses, one mini-van and one automobile) to provide pre-arranged transportation for senior citizens and handicapped residents. Several of the buses are equipped with wheelchair

lifts. The vehicles, operating from the City's Senior Citizen Center, pick up riders at their residences and take them to frequently patronized destinations (shopping centers, hospitals, parks, etc.). Reservations for rides need to be made approximately one week in advance to permit scheduling of routes for these vehicles. Service is available Monday through Friday only, although some excursion trips to entertainment activities are provided on Saturdays. The transportation is offered free although a fifty cent donation is requested.

PRIVATE TRANSPORTATION SERVICES

Taxicabs

The City of Inglewood is currently served by one privately operated taxi company that is authorized by the City Council. The taxi company is issued a Certificate of Convenience and Necessity in conformance with State Law. The City Council may periodically review the level of service to the community provided by the taxi company and, if it is determined that the taxi service is inadequate, an additional or alternative taxi company may be authorized to operate within Inglewood. Additionally, other taxi companies operating in neighboring jurisdictions may discharge passengers in Inglewood.

Shuttle Buses

Inglewood's close proximity to Los Angeles International Airport has resulted in the development of several large hotels in this city, with the probable addition of more hotels in the future. These hotels typically provide their own shuttle service for their patrons to and from the airport using vans or small buses. Some car rental agencies in Inglewood also provide comparable shuttle service for their patrons. Additionally, Inglewood residents may take advantage of the airport's close proximity and utilize the many shuttle services available from the airport to various destinations in southern California.

Charter Buses

Many privately operated bus companies are located in the Los

-- Angeles area which are readily available for charter by any
Inglewood organization or business.

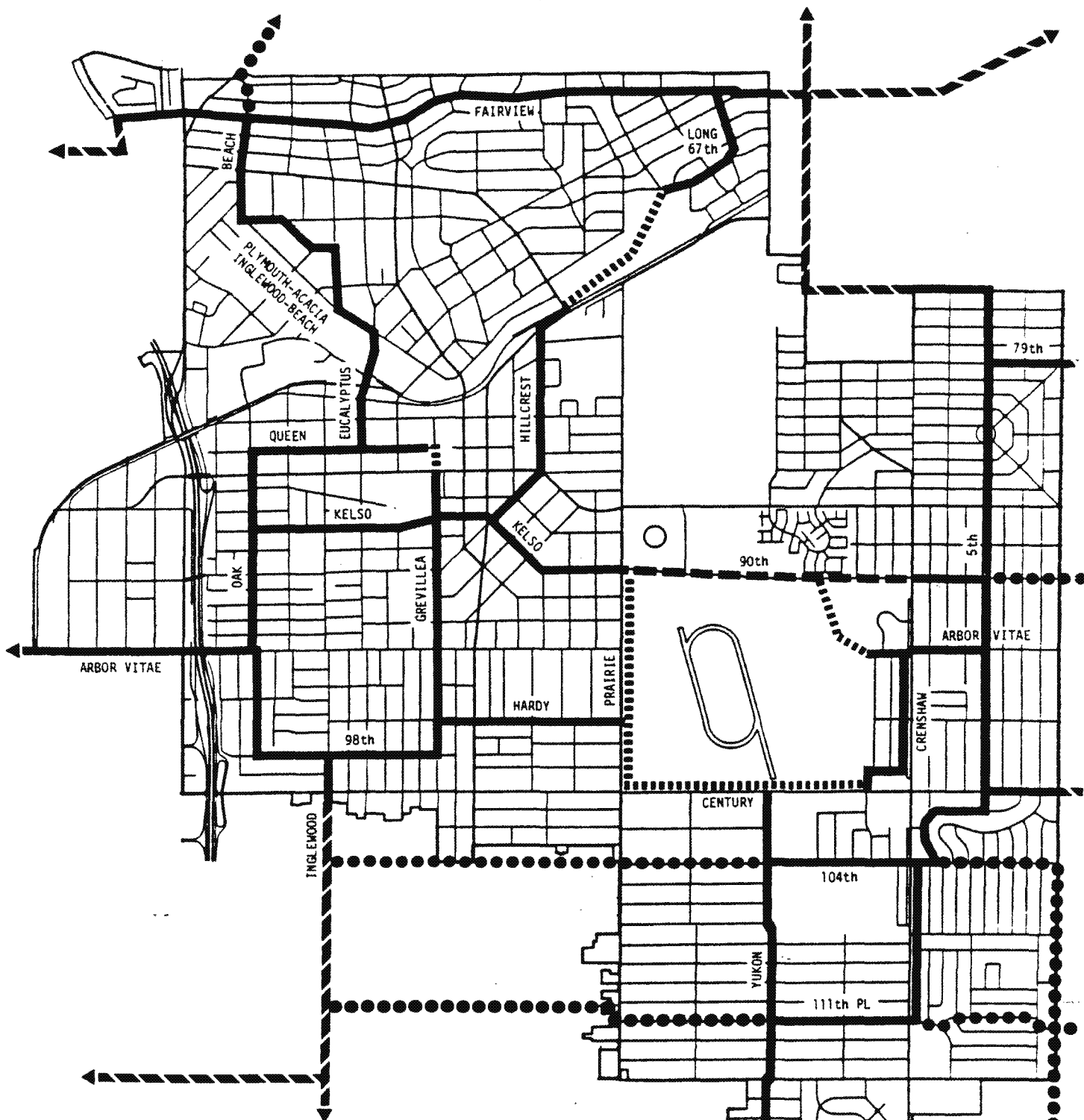
BICYCLE ROUTES

Bicycles offer an inexpensive alternative form of transportation in addition to being used for recreational purposes. Typically, bicycle riders must share streets with automobiles and trucks. To minimize potential dangers to cyclists using streets, certain streets and bikeways are specifically designated as bicycle routes. These routes usually avoid the most heavily trafficked arterial streets, exceptionally narrow streets, steep grades and difficult topography, and busy unsignalized intersections. In detouring these conditions, bicycle routes may not be as direct as routes taken by automobile drivers, but most bicycle routes add only a few blocks to cyclists' travel distances.

Bicycle routes are classified into three types. Type I is a paved bike path that is physically separated from the roadway. Type II is a specifically striped lane within the roadway, usually along the curb. Automobiles are prohibited from driving within this bicycle lane. Type III, the most common classification, is merely a street that has been designated as a bicycle route with no physical changes to accommodate cyclists other than the posting of "bike route" signs to identify the existence of the route.

The following map shows the designated bicycle routes within the City of Inglewood. Few routes are available in north Inglewood due to its hilly topography. The map also shows bicycle routes adjacent to Inglewood which have been designated by the City of Los Angeles and the County of Los Angeles. Additionally the map denotes potential routes that will require their concurrent adoption by Inglewood and adjacent jurisdictions.

Implementation of this bicycle route plan mostly requires the removal of "bike route" signs from along previous routes and the installation of additional signs along the majority of the routes. Minor improvements, including signs, are necessary for the Type I bikepaths through the parks.



BICYCLE ROUTE PLAN CITY OF INGLEWOOD

DESIGNATED ROUTES:

- TYPE I
- TYPE II
- TYPE III

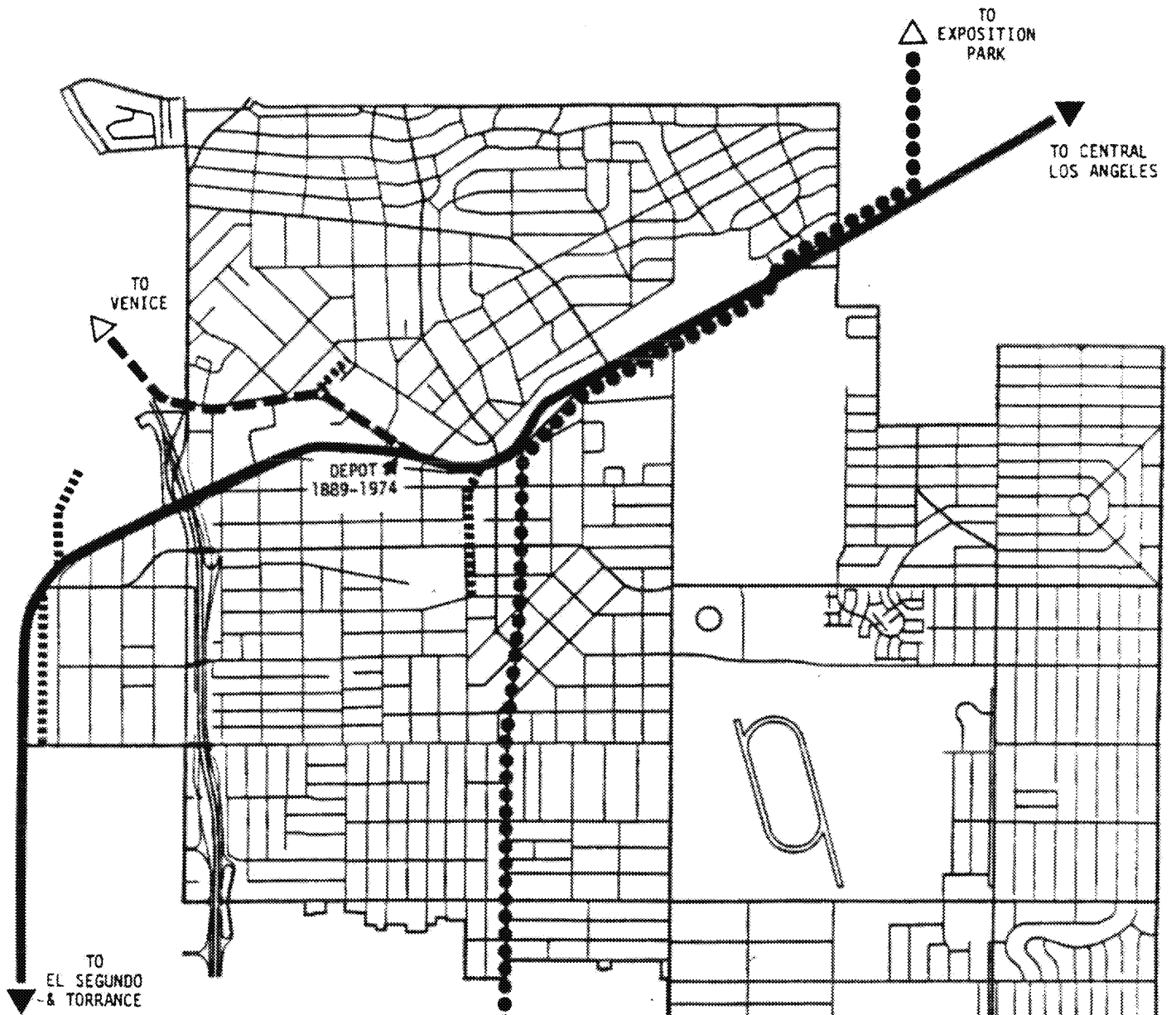
- ▨▨▨▨▨ L.A. CITY OR COUNTY
- POTENTIAL ROUTES

RAILROADS

Railroads were once a primary source of local transportation throughout this region, but their utilization has declined to where today they can barely be considered a viable form of alternative local transportation. Rail service in Inglewood exemplifies this decline.

This city's history began with the construction of a railroad in 1887 to a proposed port at today's Marina del Rey. Because of society's dependency on rail service, a train depot was one of the town's first structures. An electrified trolley system along Market Street was singularly responsible for the development of downtown Inglewood during the first decades of this century. It provided convenient access for South Bay farmers and residents to reach Inglewood's merchants.

However, the utilization of railroads for both passenger and freight service to Inglewood began declining in the late 1920's with society's increasing preference for automobile and truck transportation. Today, rail service has virtually ceased. The Atchison, Topeka and Santa Fe Railroad maintains a single-track freight line through Inglewood that still serves the oil refineries and other industries in the South Bay region. Essentially, all rail spurs and sidings within Inglewood have been abandoned and rail rights-of-way have been physically eliminated or incorporated into street rights-of-way. This effectively precludes any future use of at-grade rail lines for local transportation although grade separated light rail transit could be used for passenger service in future decades.



RAILROAD LINES

EXISTING

— FREIGHT 1888-PRESENT
(PASSENGER TO 1910)

ABANDONED

●●●●● PASSENGER 1902-1955
(TROLLEY)

— — — — — FREIGHT 1887-1977
(PASSENGER TO 1928)

●●●●●●●●●● FREIGHT SPURS

DEPOT
1889-1974

TO
VENICE

TO
EL SEGUNDO
& TORRANCE

TO
EXPOSITION
PARK

TO CENTRAL
LOS ANGELES

TO
TORRANCE

SCAG REGIONAL MOBILITY PLAN

In 1989, the Southern California Association of Governments (SCAG) and the South Coast Air Quality Management District, within whose jurisdiction Inglewood is located, adopted the first Air Quality Management Plan, a plan that has been revised annually. This plan is an extensive and comprehensive program to regulate land development, transportation, industrial processes and uses of chemicals for the purpose of achieving federal clean air standards for southern California by the year 2020. The Air Quality Management Plan also has two component plans, the Regional Growth Management Plan and the Regional Mobility Plan (RMP). This latter plan contains many specific programs and requirements which, being applicable to Inglewood's Circulation Element, are discussed on the following pages.

A. TRANSPORTATION DEMAND MANAGEMENT.

1. 1991/1992: The City of Inglewood and other local government agencies must adopt modified work schedules for their employees to reduce traffic during hours of peak traffic demand ("rush hours"). This may be accomplished with modified work week schedules with flexible work hours for employees, or ridesharing and vanpool programs. The City must also adopt and enforce an ordinance that requires all businesses with more than 100 employees to implement a ridesharing or vanpool program.

2. 1991/1992: The City must adopt and enforce an ordinance that requires all businesses in Inglewood that have more than 100 employees to utilize modified work schedules, while businesses with more than 25 employees must disseminate ride-

sharing program information to their employees.

3. 1992/1993: The City must adopt an ordinance requiring major retail facilities (e.g. shopping centers) to establish employee ridesharing programs, provide preferential employee parking for rideshare vehicles while charging a fee for other parking, and subsidize employees' costs if they ride public transportation.

4. 1992/1993: The City of Inglewood must establish programs to reduce vehicle trips by its own employees by twenty percent, particularly by relying on telecommunications to permit many employees to work in their homes.

5. 1992/1993: Local governments are required to begin working with local cable television franchises, local businesses and local colleges to implement, if feasible, shop-at-home and study-at-home programs to reduce shopping and school destination trips.

6. 1993: The City must implement programs to significantly reduce vehicle trips of patrons coming to Hollywood Park and to the Forum, primarily by increasing the availability of shuttle services to these facilities from outlying areas.

B. SYSTEM MANAGEMENT PROGRAM

In 1993, all local jurisdictions must implement an interconnected "automated traffic surveillance and control" system whereby traffic flow and volume is monitored and traffic signal phasing is automatically changed to accommodate those streets and routes that have the greatest traffic demands at any given time. The RMP has set a goal of one thousand interconnected

signals in the SCAG region by 1993. At the time this element was written, Inglewood had 105 intersections interconnected to its own computerized control system which could be linked with Los Angeles' ATISAC system in the future.

C. COMMUTER RAIL PROGRAM

As of 1991, Inglewood is required to ensure the preservation of the only remaining rail right-of-way, the Santa Fe line along Florence Avenue, for possible future passenger rail transit service unless a study of transit needs shows that this right-of-way would not be needed.

D. GOODS MOVEMENT PROGRAM

1. All local governments are required to enforce parking prohibitions in loading zones to ensure that these zones are available for the expeditious delivery of goods by trucks.

2. In 1993, all local governments should modify their noise ordinances, if necessary, to permit evening and early morning delivery of goods by truck when there is little commuter traffic. Programs and ordinances should also be adopted to discourage and/or restrict truck deliveries during the peak hours of commuter traffic.

E. NONMOTORIZED TRANSPORTATION PROGRAM

In 1993, local governments must establish criteria for incorporating pedestrian and bicycle routes into future subdivisions and new commercial and industrial parks.

LACTC CONGESTION MANAGEMENT PROGRAM

The Congestion Management Program (CMP) is a recently enacted program to mitigate future traffic congestion in Los Angeles County. The CMP will be managed by the Los Angeles County Transportation Commission (LACTC) with required participation by all local municipalities.

The CMP identifies a primary system of existing and proposed highways and arterial streets and establishes minimum levels of service performance for these routes. The CMP also sets standards for transit service (bus and rail) and trip reduction programs including the previously addressed Regional Mobility Plan.

The CMP requires an analysis of any potential impacts upon these CMP-identified transportation systems caused by local land use decisions. Whenever it is determined that a land use decision (typically resulting in new or intensified development) will have an impact, measures are to be imposed upon the development(s) to mitigate any congestion impact. This may include exacting mitigation fees that the LACTC will apply to a capital improvement program, by which improvements may be made to the CMP-identified highways and streets, transit systems and other related projects to reduce congestion.

As of the adoption of this Element, the CMP Roadway System identifies two routes through the City of Inglewood that are subject to impact analysis and congestion mitigation if necessary: Manchester Boulevard (State Route 42) and the San Diego Freeway (Interstate Route 405). Nearby routes that could be impacted by Inglewood developments include Sepulveda Boulevard (State Route 1)

and the Harbor Freeway (Interstate Route 110).

Additionally, the CMP identifies other routes that may be added to the CMP Roadway System in the near future. These potential routes include La Brea Avenue/Hawthorne Boulevard, La Cienega Boulevard, La Tijera Boulevard, Century Boulevard and Crenshaw Boulevard.

The CMP requires an analysis of potential traffic impact for any proposed development that is expected to generate 150 or more additional vehicle trips in the peak direction during the peak hour of traffic volume on adjacent streets.

The LACTC will establish a countywide mitigation fee formula in 1992.

The CMP also requires each city to annually prepare a Deficiency Plan for any portion of a CMP system route in its jurisdiction that deteriorates below minimum service standards. The Plan must identify the cause of the deficiency and a list of measures and/or improvements needed to re-attain the service standard. The LACTC will review and accept or reject each city's Deficiency Plan. --If rejected, the Plan must be revised by the city to the satisfaction of the LACTC.

PART FOUR
STREET ENVIRONMENT

STREET ENVIRONMENT

The design and appearance of streets are important elements of a community's overall environment. Streets provide access and communication between the various neighborhoods within a city; therefore, streets can determine if a city is unified or fragmented. Streets also provide access into and through a city for travelers from outside the city, and streetscapes are critically responsible for a city's image to such travelers. A city's image, in turn, can significantly influence the quantity and quality of new business investments and developments coming into a city.

In addition to street circulation and roadway widths previously discussed, many other factors contribute to the quality of a community's streetscapes and street environments. Within the public rights-of-way are parkway and median landscaping, street signs, lighting and other street furniture, utility poles, and curbside parking. Influencing factors provided by private property abutting streets include architecture, landscaping, signs and off-street parking.

PARKWAY AND MEDIAN LANDSCAPING

Trees planted along streets are the most familiar element of urban landscaping and are often given the primary responsibility for making an area pleasant to walk or drive through. Many of the major commercial and industrial areas of Inglewood were originally developed without parkway trees but extensive tree planting programs during the 1970's have improved most major streets. However, large portions of secondary and local streets, both in residential and nonresidential neighborhoods, have need for additional street tree planting.

Individual street tree types for specific locations are determined by the Official Parkway Tree Planting List adopted in 1969. The majority of street trees that have been planted have been Ficus nitida, a broadleaf evergreen tree with thick foliage. The concern of merchants that these trees can limit storefront and sign visibility has resulted in the need to keep these trees closely trimmed along commercial parkways. The Inglewood Department of Parks and Code Enforcement has selected alternative trees whose foliage is more transparent and therefore requires less frequent trimming; this selection includes:

- | | |
|--------------------------|--------------------|
| Acacia baileyana | Bailey acacia |
| Cinnamomum camphora | Camphor tree |
| Cupaniopsis anacardiodes | Carrotwood |
| Koelreuteria bipinnata | Chinese flame tree |
| Lagerstroemia indica | Crape myrtle |
| Ligustrum lucidum | Glossy privet |
| Magnolia grandiflora | Southern magnolia |

Where street trees are still needed, the installation of trees and irrigation systems can be required as part of any new

development or improvements occurring on the fronting properties.

Other than street trees, most parkways in commercial and industrial areas lack additional landscaping. Parkway (the areas between sidewalks and curbs) have either been paved to provide full-width sidewalks or have been substantially eliminated to permit the widening of roadways. However, where parkways can be conserved, their landscaped strips enhance the appearance of the street and better define the separation of pedestrian areas from traffic and parking lanes. Where the maintenance of lawn or groundcovers may be difficult, red brick or colored, textured concrete paving may be utilized to create visually attractive parkways along nonresidential streets.

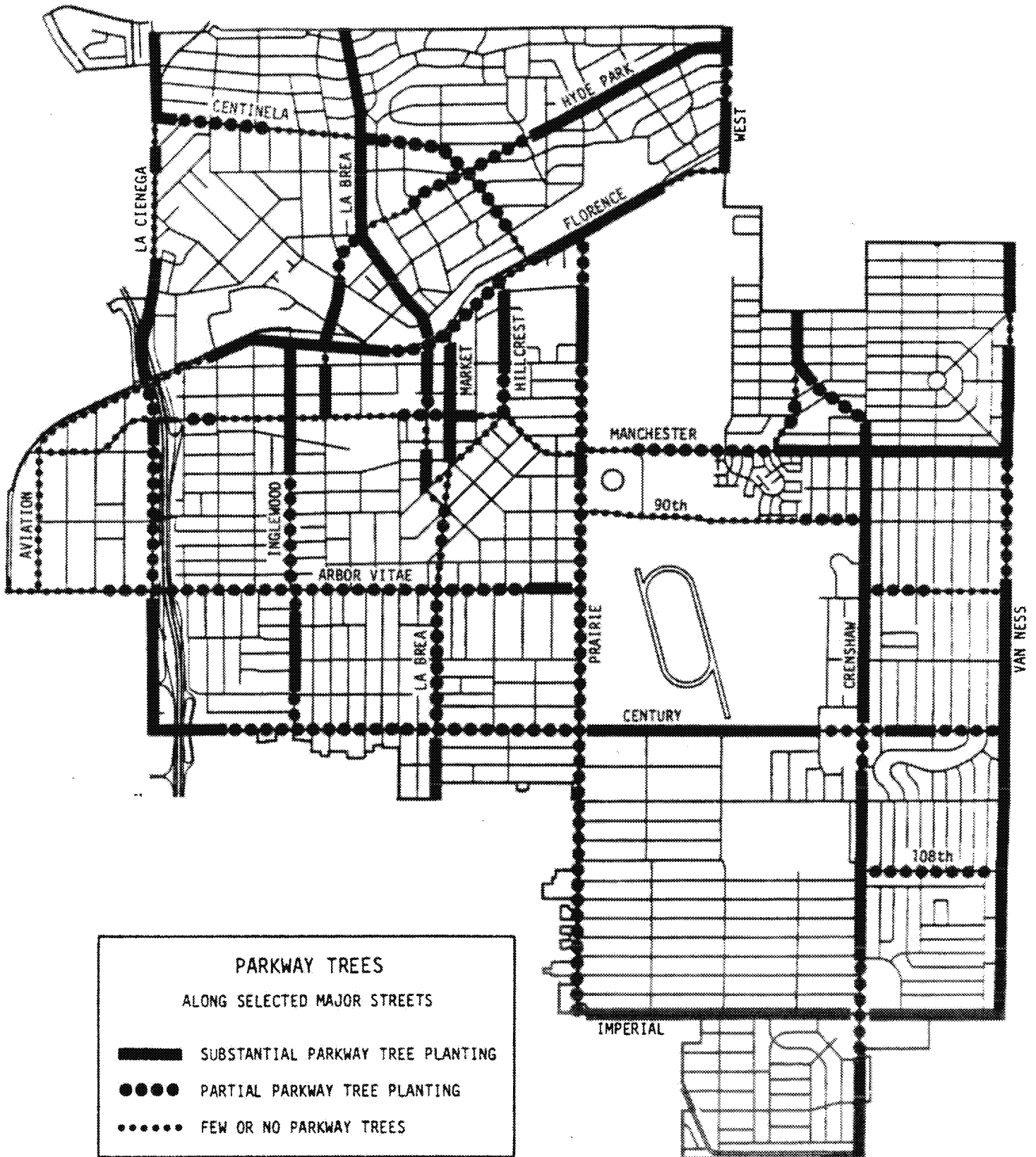
Along virtually all residential streets, except where some roadways have been widened, landscaped parkways have been retained, their maintenance being the responsibility of the fronting property owner. Landscaped parkways complement the lawns and shrubbery of residential front yards and side yards. In higher density residential neighborhoods, where minimum yard setbacks are usually provided, the additional landscaping provided in the parkways can be very essential to reducing the visual impact of large structures and thereby enhance the appearance of these residential environments.

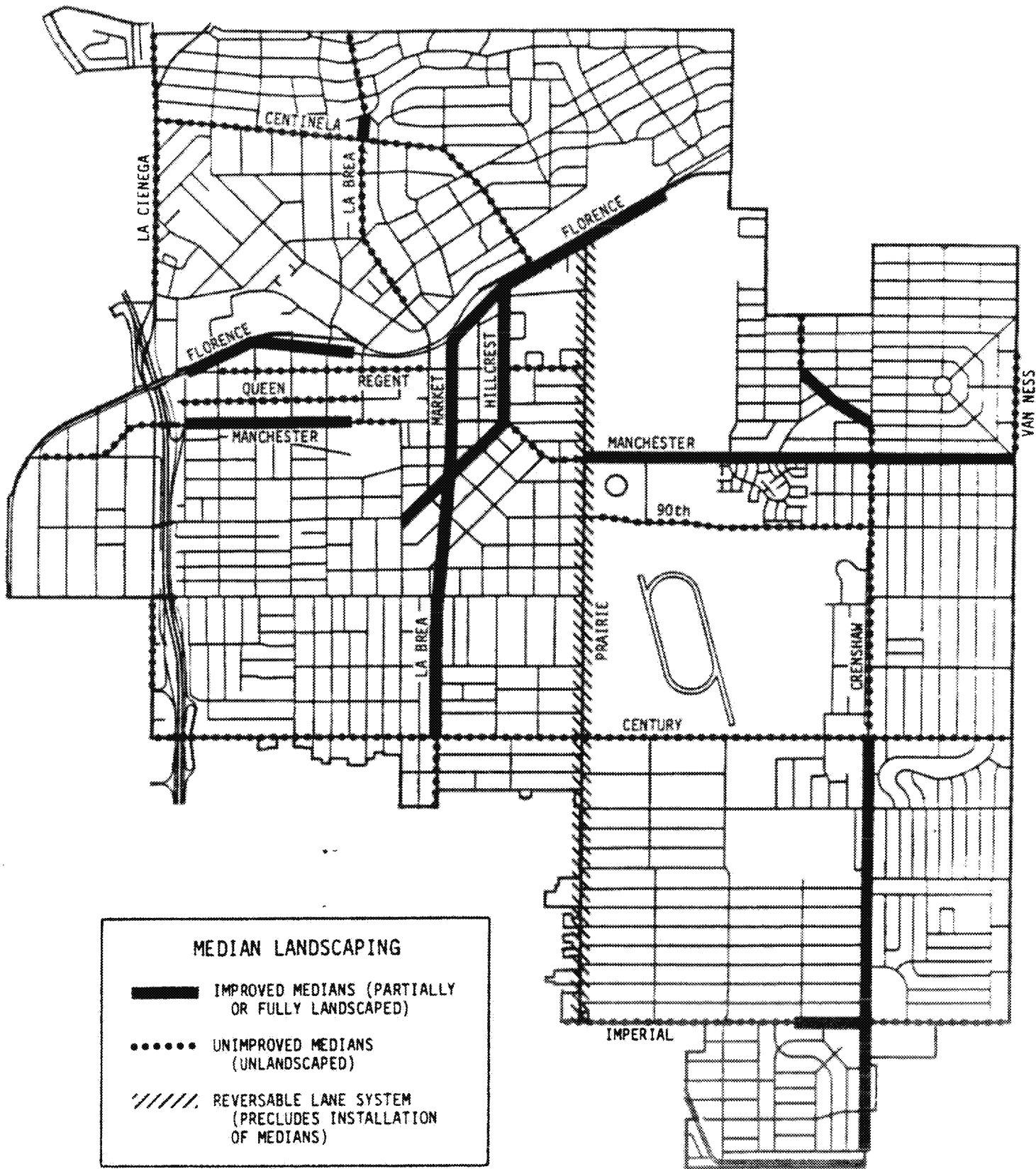
Street medians (raised islands in the centers of streets separating opposing traffic lanes) provide additional opportunities for landscaping. Medians can visually break up the scale of wide streets and heighten the separate identity of each side of such streets. This enhancement can improve the image and business

vitality of commercial districts. Tree selections for medians are similar to those available for parkway plantings; however, trees with wide branching conformations may not be suitable for the narrower medians. Where conditions permit for their maintenance, shrubs and groundcovers should also be planted in medians; otherwise, medians can be improved with red brick or colored, textured concrete paving. Irrigation systems need to be provided to all landscaped medians, including those that are paved and have only tree wells. Additionally, attention should be given to using landscaping materials that have minimal watering needs and that generate little solid waste, e.g. lawn clippings and leaves.

The map on page 70 shows the status of parkway tree planting along selected major streets in Inglewood. Streets with partial tree plantings have either trees on just one side of the street, or have trees located only sporadically along the parkways. Due to the small scale of this map, the classifications are generalized and do not necessarily reflect the specific condition of any single location. For example, a street identified as having substantial tree planting may still have small gaps where more trees could be installed.

The map on page 71 identifies streets that have improved, landscaped medians and streets without improved medians, most of which are only painted areas. Streets not identified lack sufficient width to accommodate medians.





LA CIENEGA

CENTINELA

LA BREA

FLORENCE

FLORENCE

QUEEN

REGENT

MARKET

HILLCREST

MANCHESTER

MANCHESTER

90th

LA BREA

PRAIRIE

CRENSHAW

CENTURY

IMPERIAL

VAN NESS

STREET SIGNS AND PORTALS

Signs located within street rights-of-way are necessary to provide locational information (street names, bus stops, etc.), to regulate traffic flow (stop and yield signs, speed limits, etc.), to identify hazards or special conditions (pedestrian crossings, merging traffic, etc.), and to regulate or prohibit parking. The installation and maintenance of these signs are the responsibility of the Inglewood Engineering Department.

The large variety of these types of signs, with their varied locations, sizes and colors, can become confusing for motorists and can lead to an effect of visual clutter particularly when juxtaposed with storefront signs and advertising located on private property. While most street signs are necessary for public needs and safety, certain steps may be taken to minimize any adverse visual impact. Grouping signs together can reduce the number of support poles; uniform spacing, size and height of signs can also assist in simplifying their visual impact.

A secondary purpose of some street signs is to identify the boundaries of Inglewood and various neighborhood areas within the city. In the early 1970's, Inglewood began a program of promoting city identification by installing twenty to thirty-foot tall pylons at major street entrances (i.e. portals) into this city. Smaller signs were installed bearing names and logos for the Inglewood neighborhoods. The portal and neighborhood signs have distinctive blue, yellow and white colors which are also used on street name signs.

LIGHTING AND STREET FURNITURE

There are additional objects and fixtures that are located within street rights-of-way, usually along parkways and medians. Generally referred to as street furniture, these include bus benches and bus shelters, trash cans, newstands, planter boxes, and--if permitted--telephone booths and kiosks. Street lights and traffic control lights can also be included as street furniture. Cumulatively, these items can have a substantial impact on the appearance of streets. To minimize any potential adverse impact, they can be integrated into unified design programs where the elements can complement each other and adjacent private development in terms of design, colors and placement. As examples, a bus bench, trash receptacle and planters can be integrated into a single piece of street furniture; individual newspaper racks can be replaced by a single, larger rack that can dispense several different newspapers; and various street signs can be incorporated into a uniform sign structure, possibly also integrating street or traffic lights. Such street furniture programs can both decrease the visual clutter and confusion that may be found on city streets and increase the amenities available to pedestrians.

A four block length of Market Street, between Regent Street and Kelso Street, has been improved with an extensive program that has integrated benches, bus stops, raised planters, trash receptacles and some street signs. These improvements have benefitted the appearance of the old commercial center of Inglewood with the possible exception of street trees that have proven to be too large as they mature and obstruct most store fronts.

OVERHEAD UTILITY LINES

When the use of electricity for telegraph service began in the middle of the nineteenth century, street rights-of-way were a convenient and logical place for installing a few poles and running the service wires. As communities grew and the demand for such utility services increased, the density of utility poles and overhead lines has also increased.

Today the presence of these poles and overhead wires forms a major detracting element in the visual environment of many of this nation's streets. Certainly streets in Inglewood can be included in this assessment.

The obvious solution to eliminate overhead utility lines is to relocate them under the streets where all other utilities are located. While technically feasible and--in the long run--advantageous to the utility companies with lessened maintenance, the cost of undergrounding existing lines is fairly prohibitive. Usually, only small areas can be undergrounded at any one time. Southern California Edison Company annually sets aside two percent of the gross revenues collected in each city for utility undergrounding. Each year Inglewood has approximately \$450,000 available for implementing this program. Undergrounding locations can be coordinated and timed with any improvements being undertaken along city streets so as to maximize the amount of undergrounding that may be accomplished with available funds. Additionally the City of Inglewood can require utility lines to be undergrounded as a condition of project approval for new private development.

STREET IDENTIFICATION

The utilization of streets for access within any community can be assisted by a readily understandable system of street names and house numbers.

Most street name signs in Inglewood utilize a blue and white color scheme to differentiate Inglewood territory from adjacent cities and the county. Additionally, many signs also depict a neighborhood logo that corresponds with one of the eight Inglewood neighborhoods.

The street names reflect the varied history of subdivisions and annexations that have occurred in Inglewood over the past century. The original townsite plan primarily used tree names, a legacy still found in the central part of Inglewood (e.g. Cedar, Eucalyptus, Magnolia). Other streets reflect personal names, often meaningful only to the subdivider (e.g. Brett, Ellis, Hardin). Many streets have names that are used on a regional basis which may be found in other jurisdictions along the same street alignment (e.g. Century, Imperial, Yukon, and all the numbered streets).

The irregular sequence in which the streets were created and named, often before being annexed into Inglewood, has resulted in some possibly confusing situations. Several streets have more than one name along their lengths: La Brea/Hawthorne, Holly/Laraway, Oak/Felton, Thoreau/111th, Woodworth/11th, Kelso/90th/89th, Eucalyptus/Condon, Fir/Firmona, Walnut/Mansel, Maple/Burin, and Wilkie/6th. Many of these names change as they cross a major street, such as Century Boulevard, where name changes may not be that confusing to motorists. However, others seem to change

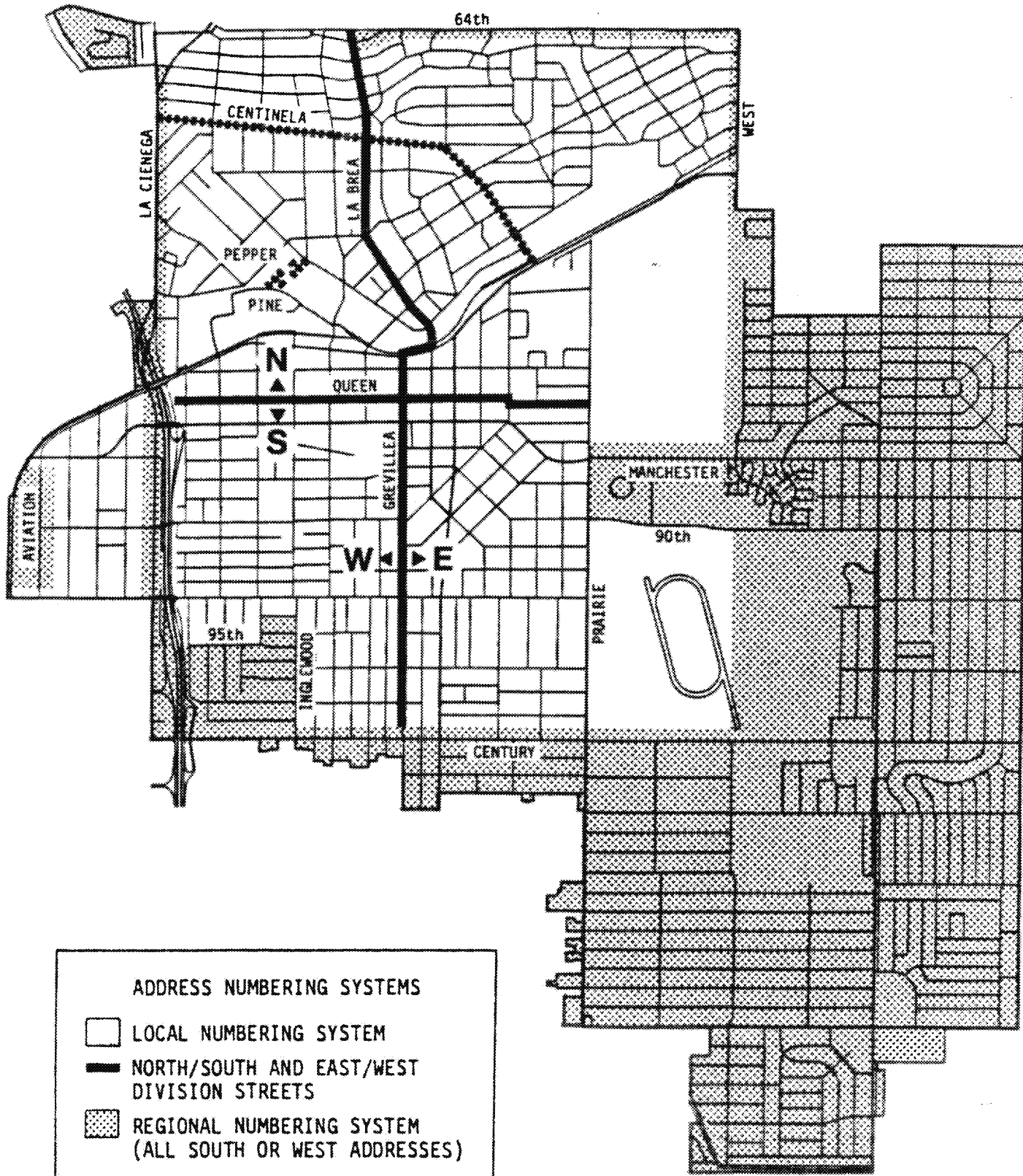
arbitrarily, such as Holly and Laraway, each name serving one-half of a street that is only three blocks long.

Additional confusion can arise with peculiar spellings or similar sounding street names. As examples, Grosvenor Street is rarely pronounced correctly, and Truro and Thoreau can be confused when spoken.

Understanding Inglewood house numbers and street directions can be particularly difficult due to this city's use of two, unrelated house numbering systems, as shown on the following map. Inglewood has its own local system which divides the older part of the city into quadrants. To add to this confusion, the division lines for these quadrants are not based on easily identified major streets but instead on less significant residential streets: Queen Street (located one block north of Manchester Boulevard) which divides north from south, and Grevillea Avenue (located one block west of La Brea Avenue) divides east from west (except that north of Florence Avenue, La Brea Avenue is the east-west divider). House numbers commence at these divisions and increase the further one's property is from these divisions.

The southern and eastern portions of Inglewood, along with the eastern portion of 64th Street, La Cienega Boulevard and Aviation Boulevard, utilize the regional addressing system that originates in downtown Los Angeles. All such addresses in Inglewood are in the west and south quadrant of the regional system.

Confusion can arise at the convergence of these two addressing systems, particularly in the areas immediately north of Century Boulevard where the two systems have an irregular boundary. For



- ADDRESS NUMBERING SYSTEMS**
- LOCAL NUMBERING SYSTEM
 - NORTH/SOUTH AND EAST/WEST DIVISION STREETS
 - ▨ REGIONAL NUMBERING SYSTEM (ALL SOUTH OR WEST ADDRESSES)
 - INDEPENDENT NUMBERING SYSTEM

example, 1218 South Inglewood Avenue (local system) is directly across the street from 9825 South Inglewood Avenue (regional system). Also, West Manchester Boulevard (regional system) is east of East Manchester Boulevard (local system) which again becomes West Manchester Boulevard west of Grevillea Avenue.

Finally, Centinela Avenue and two minor residential streets (Pepper Court and Pine Court) utilize neither addressing system but rather have their own unique numbering schemes.

NEW STREETS

If new streets are developed in Inglewood, several criteria can be utilized for determining street names and addressing so as to avoid further confusion:

1. Street names should be either readily known objects (e.g. trees, flowers, famous persons) or names that are easily spelled and pronounced in English. However, even English names that have odd or alternative spellings (e.g. Ensleigh versus Endsley) should be avoided. Spanish names are also popular for streets in California. Again, spellings should not be difficult for persons not familiar with Spanish pronunciation (e.g. Llave would not be suitable).
2. New street names should not be similar in pronunciation or spelling with any existing street name within Inglewood or within adjacent areas of neighboring jurisdictions. This can be particularly critical for police or fire department response to avoid any delay caused by possible confusion

- over which street name is being said by an anxious caller.
3. If an existing street is extended, the same name should be used for the extension.
 4. If a street is annexed to Inglewood, and its name violates one of these criteria, consideration should be given to changing the name.
 5. House numbers on new streets should comply with either the local numbering system, or with the regional numbering system, depending upon which is utilized in the surrounding neighborhood. Independent numbering schemes should not be created for new streets.

PARKING NEEDS

As with most cities that developed during the early decades of the twentieth century, Inglewood had little automobile traffic. It was a small community where residents could usually rely on walking or bicycling to get around. Trolleys were available for traveling greater distances. The relatively small number of automobiles, plus the low density of urban development, enabled the sides of streets to meet most parking needs. Off-street parking was rarely provided and certainly not required. This legacy is still quite evident in Inglewood's downtown area, particularly along Market Street.

Parking needs began to change drastically following the Second World War when a major building boom hit the region in response to a huge population influx. Automobile production and ownership also increased significantly during this time, overwhelming the parking capacity of existing commercial streets and severely impacting available parking on old residential streets. During the 1950's limited requirements for off-street parking were imposed but proved to be inadequate. In 1961, Inglewood adopted a comprehensive set of parking regulations that, with subsequent additions and modifications, essentially remain in effect today.

While the current regulations can do little to relieve the parking deficiencies created prior to 1961, they are able to minimize further impaction resulting from subsequent development. Unfortunately, it was not until 1977 that more than one off-street parking space was required for apartment units. As a result, streets in developed apartment neighborhoods are often severely

impacted by demand for on-street parking. Therefore, concurrent with exacting minimum on-site parking from new developments, it is necessary for the City of Inglewood to conserve as many curbside parking spaces as possible. During the 1950's, zoning regulations permitted garages to be built across the entire front of any apartment building which meant that virtually the entire width of the property became one big driveway. These wide driveways eliminated any usable curb space for on-street parking. The parking provided in these garages barely exceeded the amount of on-street parking that was lost. Today, development regulations for both residential and non-residential properties require that driveway widths minimize the amount of curbside spaces that will be lost.

Unfortunately, not only is curbside parking insufficient to satisfy parking demands in many areas, the future availability of such parking cannot be assured. As traffic volumes increase on streets whose rights-of-way cannot be widened, those portions of streets presently used for parking may need to be converted to additional travel lanes.

As Inglewood continues to develop with increasing residential, commercial and industrial densities, the amount of available on-street parking will not increase because virtually no new street construction is anticipated. In fact, it is more probable that streets will be vacated and parking will be lost. These three factors (increased urban densities, loss of streets, and conversion of parking lanes to travel lanes) reinforce the necessity for all developments to fully provide required on-site parking facilities.

Only when the region's dependence on the automobile dramatically shifts to alternative mass transportation some time in the future can consideration be given to reducing the quantity of required on-site parking spaces.

MUNICIPAL PARKING LOTS

To relieve parking demands in certain commercial districts, the City of Inglewood maintains several off-street parking lots that are available in varying degrees for public use. Many of the lots are readily accessible to the public, usually with restrictions only on the length of time a vehicle may be parked, such as may be controlled by parking meters. Other lots are restricted to use by the customers or employees of certain businesses that have leased a specific number of parking spaces from the City. The primary purpose of a municipal parking lot is to relieve existing parking deficiencies in older commercial areas. However, in recent years, some new developments have relied on leased municipal parking spaces to satisfy what would otherwise be their required provision of on-site parking spaces. This policy can diminish the benefit of relieving existing parking deficiencies. The City of Inglewood should restrict the use of municipal parking lots to accommodate the required on-site parking needs of new developments. This is particularly important in those situations where public off-street parking lots were created to replace curbside parking spaces lost due to street widening projects.

URBAN CORRIDORS

In addition to providing routes for transportation and utility services, streets also serve as corridors through the urban environment. The full concept of streetscapes must therefore include the landscaping, structures and signs located on private property along these corridors, in addition to all improvements located within the street rights-of-way.

Many factors contribute to the type and appearance of buildings and related structures: land availability, economic needs, building codes and zoning regulations. Within design parameters created by these factors, additional aesthetic considerations can be given to the architectural and site design of most structures.

As with most cities, Inglewood has not been developed with any single, unifying architectural style (e.g. tile-roofed mediterranean); therefore, rigid design criteria are not appropriate. However, generalized standards can be utilized to avoid excessive or contradictory ornamentation on buildings (for whatever architectural style has been selected by the private developer) and to assure that design considerations have been given to all building elevations and not just the street facade. Such standards can also address a building's compatibility in scale and materials with its immediate environment and assure that such detracting conditions as mechanical equipment or loading docks are so located or screened as not to be seen from the public street.

Landscaping and the provision of planted open space on private property are just as important as the design of structures in creating a visually favorable streetscape. Trees, shrubs and

groundcover provide color, shade and movement. Leaves offer a softer texture than the hard, angular surfaces of buildings, walls, and pavement. Landscaping is a necessity for establishing quality residential environments. As is evidenced by its deliberate inclusion within interior commercial malls, landscaping can benefit nonresidential environments as well. However, future landscaping requirements should include xeriscaping and landscaping materials that generate minimal solid waste.

Certainly, the greatest single impact on streetscapes today is signage. Signs are necessary for private businesses to identify their names and types of businesses. However, excessive signage can be injurious both to the overall appearance of a street or neighborhood and to individual businesses. As neighboring businesses compete with each other for the attention of passing motorists by each increasing the number and prominence of their signs, the ability of motorists to recognize individual signs from amongst the many is greatly diminished. Fewer signs, that are moderate in scale and attractive in design and location, are more effective in being noticed and comprehended by motorists, in addition to assuring a tidier streetscape.

The avoidance of excessive signage along streets must include the restriction of billboards as they can be a blighting influence on neighborhoods. Billboards may provide a medium to promote certain enterprises and products, but they are usually redundant to the greater use of newspaper, magazine, radio and television advertising, whereas on-site signs are the primary means of identifying local businesses. Furthermore, billboards are usually

substantially larger and higher than the on-site signs with which they compete for a motorist's attention, to the possible detriment of local merchants.

APPENDIX

INTERSECTION ALIGNMENTS

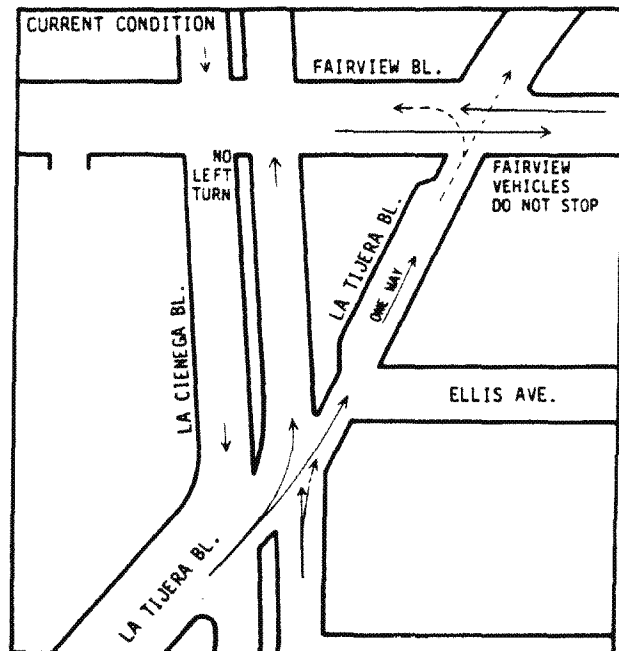
The following pages supplement the discussion on page 34 about intersection alignment problems and needs. The numbers preceding each paragraph correspond to the numbered locations identified on the map on page 35.

1. Fairview/LaTijera/LaCienega.

Current conditions: Three significant streets closely intersect each other in a triangular configuration that creates both queuing problems and a particularly difficult intersection for drivers to negotiate.

Due to a prohibition of northbound La Cienega Boulevard traffic from turning left (westbound) onto Fairview Boulevard, such traffic uses a divergent

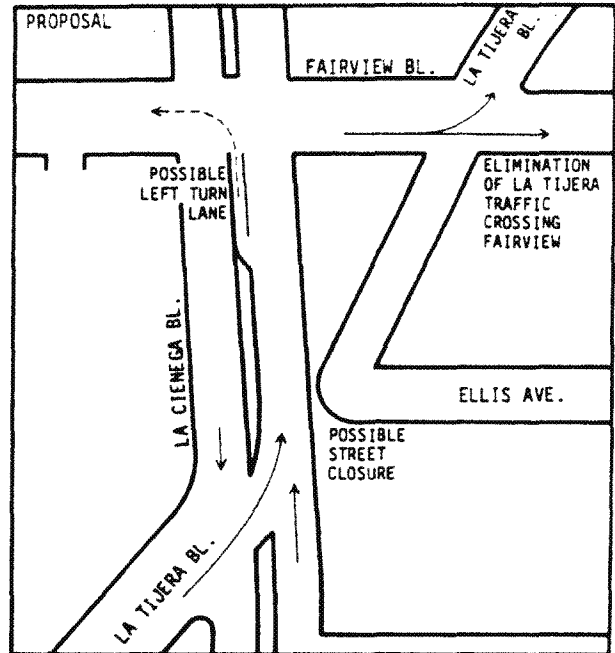
one-way length of La Tijera Boulevard (refer to diagram) to reach Fairview Boulevard and then turn left. This appreciably increases traffic volume at the La Tijera-Fairview intersection. Under normal circumstances, a four-way stop or signalization would be warranted for this intersection.



However, any stopping of eastbound Fairview Boulevard traffic at this intersection could cause vehicles to queue back into La Cienega Boulevard, resulting in major traffic disruption. Therefore, Fairview Boulevard traffic is unimpeded, creating difficult crossings and turns for La Tijera Boulevard traffic.

The situation is aggravated when westbound Fairview Boulevard traffic queues at La Cienega Boulevard in such numbers as to obstruct the La Tijera-Fairview intersection.

Remedial measure: The queuing distance on Fairview Boulevard cannot be increased to permit eastbound traffic to stop at the La Tijera intersection. Therefore, to mitigate the problem, northbound traffic on La Tijera Boulevard would have to be reduced or eliminated, which could be accomplished in one of two ways, both of which may result in new circulation problems:

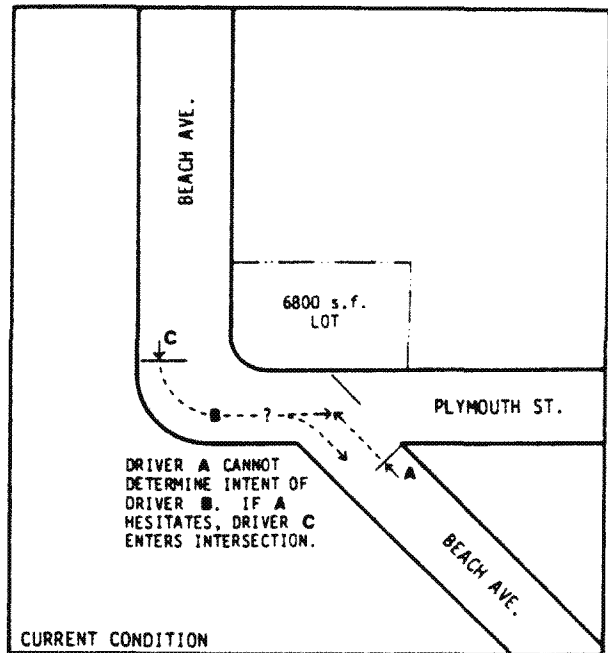


1. Closure of La Tijera Boulevard at La Cienega Boulevard, thereby denying any means to make a left turn onto Fairview Boulevard which would adversely affect access into the Ladera Heights neighborhood to the west.
2. Permit left turns directly from La Cienega Boulevard by converting its unused median into a left turn lane. This would require an additional signalization phase which would adversely reduce traffic capacity on La Cienega Boulevard, a State regulated roadway.

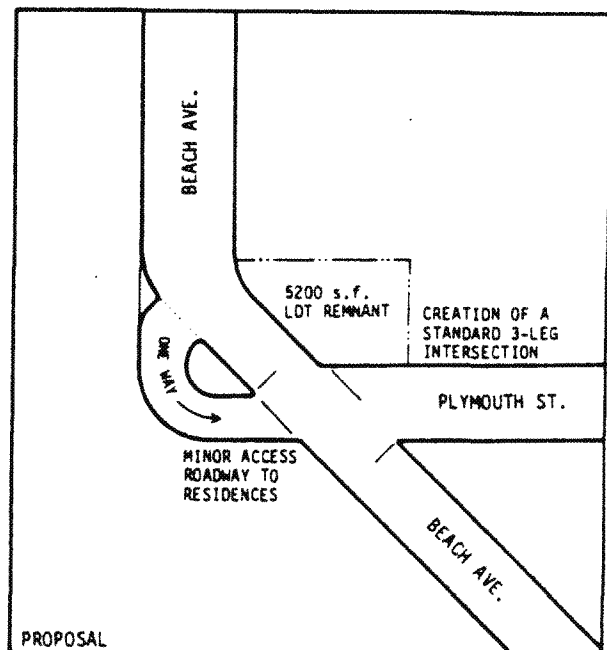
2. Beach/Plymouth.

Current conditions: Both legs of Beach Avenue are offset by 93 feet due to the design of the Plymouth Street intersection (refer to diagram). While the intersection is controlled as a three-way stop, its geometric irregularity does not permit the normal alternating cadence of vehicles, after each has stopped,

to enter the intersection. A northbound driver must wait to see if a south-bound driver will continue east on Plymouth Street or turn southeasterly onto Beach Avenue. By the time this wait is completed, another southbound vehicle will have entered the intersection. As a result, a northbound vehicle must dart into the intersection between southbound vehicles, creating a potential for collision.



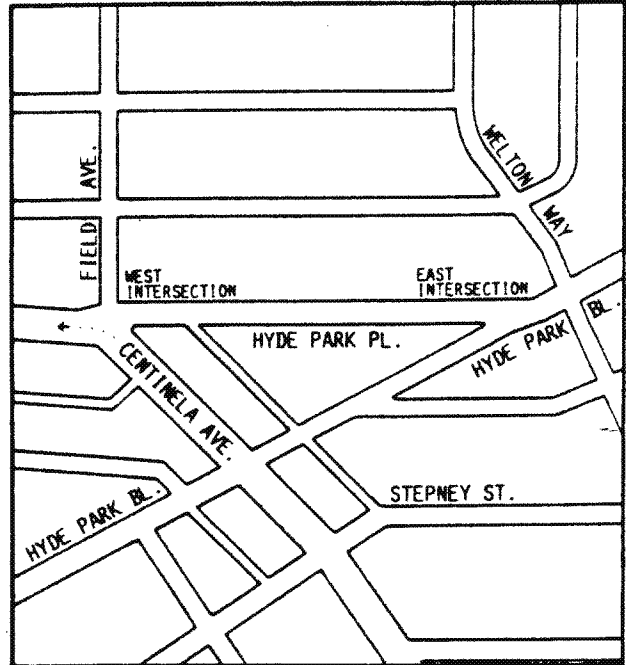
Remedial measure: Aligning the two legs of Beach Avenue would reduce the distance separating stopped vehicles and would require a distinctive left turn movement for any southbound driver turning onto Plymouth street, eliminating the need for a northbound driver to wait to see the



intentions of any southbound driver. The alignment would require the acquisition of a portion of one corner lot.

3. Hyde Park Place Intersections

Current conditions: Both ends of one-block-long Hyde Park Place terminate in awkwardly configured intersections. The offset alignment of the west intersection at Field Avenue and Centinela Avenue requires multiple-phased signalization to regulate traffic movement. The east intersection with Hyde Park Boulevard at Welton Way occurs at such an acute angle that an eastbound driver on Hyde Park Place must literally look



over his shoulder for approaching traffic before merging onto Hyde Park Boulevard. Conditions here are further aggravated by hilly conditions that can obscure the approach of westbound vehicles.

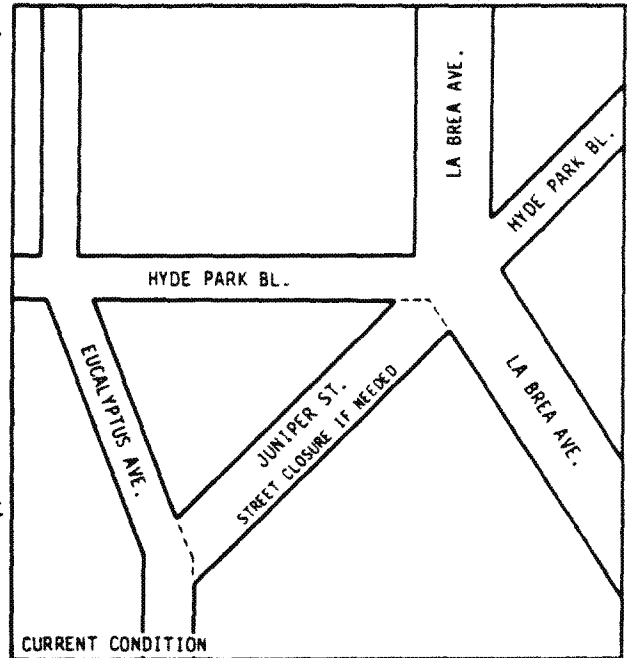
Remedial measure: Signalization at the Welton Way intersection would alleviate the problem although, if traffic volume is considered, signalization may not be warranted. Alternatively, Hyde Park Place could be realigned to intersect Hyde Park Boulevard at a less acute angle which might require the acquisition of some corner property. The west intersection could be simplified by closing Hyde Park Place with a cul-de-sac. This will route all east-west traffic along a particularly narrow length of Hyde Park Boulevard which may need to be widened.

4. La Brea/Hyde Park/Juniper.

Current conditions: This five-leg intersection includes a major arterial (La Brea Avenue) and two collector streets (Hyde Park Boulevard and Juniper Street).

The intersection is regulated by multiple-phased signalization; however, some turning movements from either of the two westerly legs can be confusing to some drivers.

Remedial measure: The current multiple-phased signalization is the most viable solution



unless one of the westerly legs of Hyde Park Boulevard or Juniper Street would be closed to create a more typical four-leg intersection. The closure of Juniper Street would probably have a lesser adverse impact upon traffic movement.

5. Centinela/Florence/Prairie

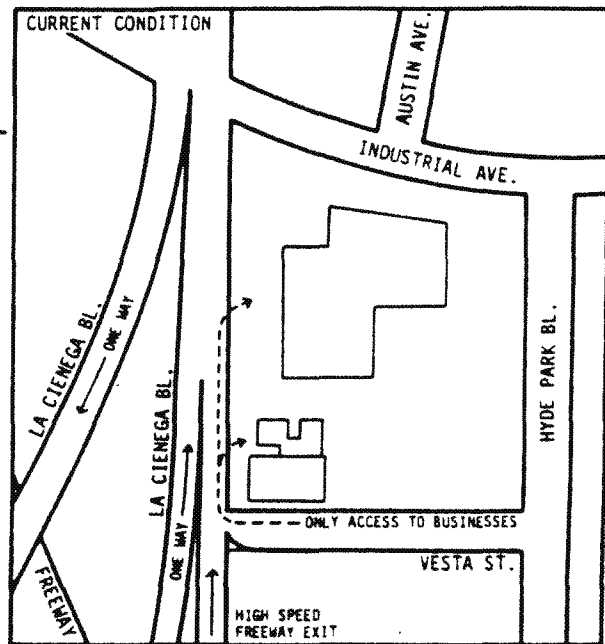
The Centinela Avenue intersection and the Prairie Avenue intersection on Florence Avenue are separated by 1100 feet. This separation does not create a hazardous condition but rather an inefficient one. Both Centinela and Prairie avenues are heavily traveled streets that are each discontinuous at Florence Avenue. As a result, much of their respective traffic volume traverses the intervening 1100 feet of Florence Avenue to reach the other street. This generates a large number of left turn

movements and requires longer, multiple-phased signalization for both intersections; this, in turn, reduces the traffic handling capacity of Florence Avenue.

Remedial measure: Integrated signalization between the two intersections constitutes the only reasonable approach to mitigate any problems. The intersections are too distant to consider alignment.

6. La Cienega/Vesta and Industrial.

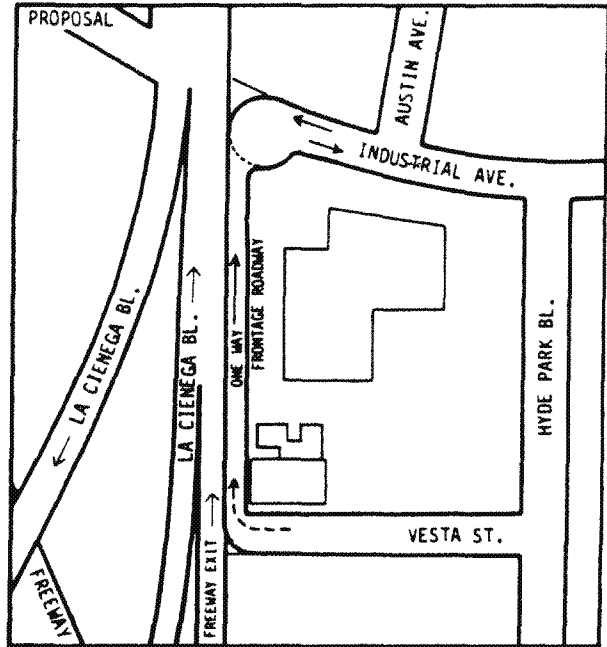
Current conditions: Vesta Street and Industrial Avenue are minor streets, just a short block from each other, that intersect La Cienega Boulevard where a two lane high-speed freeway exit merges with north-bound La Cienega Boulevard. Entering La Cienega Boulevard from either street is quite difficult. Unfortunately, a few industrial businesses that actually front on the freeway exit lanes are dependent on Vesta Street for access.



Other streets that intersect La Cienega Boulevard north of Industrial Avenue offer comparably difficult conditions for drivers. Several of these intersections have been barricaded and are described in the section that discusses street closures.

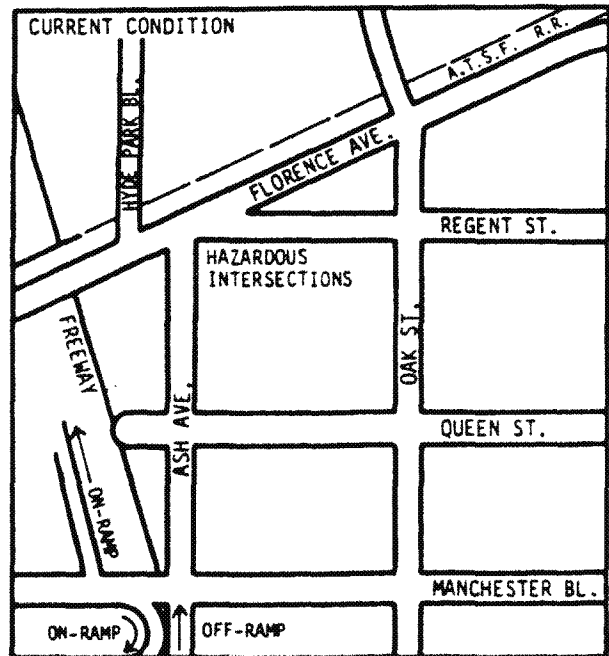
Remedial measure: The closure of both Vesta Street and Industrial Avenue at La Cienega Boulevard would eliminate these very hazardous intersections but this would also deprive the industrial businesses of their only surface street access.

This could be resolved by developing the building setbacks along La Cienega Boulevard into a narrow (probably one-way) frontage road that connects the west ends of Vesta Street and Industrial Avenue. The frontage road may be fully isolated by raised curbing from La Cienega Boulevard or it could be developed as an accessible acceleration/deceleration lane.



7. Florence/Regent/Hyde Park/Ash.

Current conditions: Three streets intersect Florence Avenue at odd angles without any signalization, creating an exceptionally confusing and potentially hazardous situation. All three intersecting streets perform functions too important to readily justify closure of any of them:

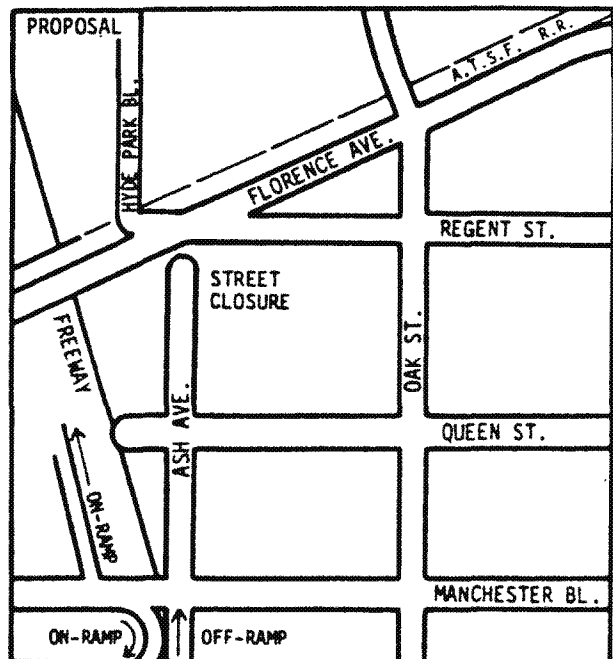


Regent Street is a major east-west collector across the central part of Inglewood, serving the civic center, downtown, a major hospital complex, a junior high school and a high density residential neighborhood; Hyde Park Boulevard provides necessary access to a light industrial area (and another residential area north of that); and Ash Avenue provides access to and from the San Diego Freeway which, if such access were closed, may only divert traffic onto other residential streets. Environmental assessment of possible traffic impacts on Queen Street and Oak Street resulting from diverted Ash Avenue traffic will be necessary prior to any street closure. However, the existing conditions at the corner of Regent Street and Ash Avenue offer too many problems to permit this intersection to remain unchanged.

Remedial measures: There are several design options for eliminating these intersection problems along Florence Avenue.

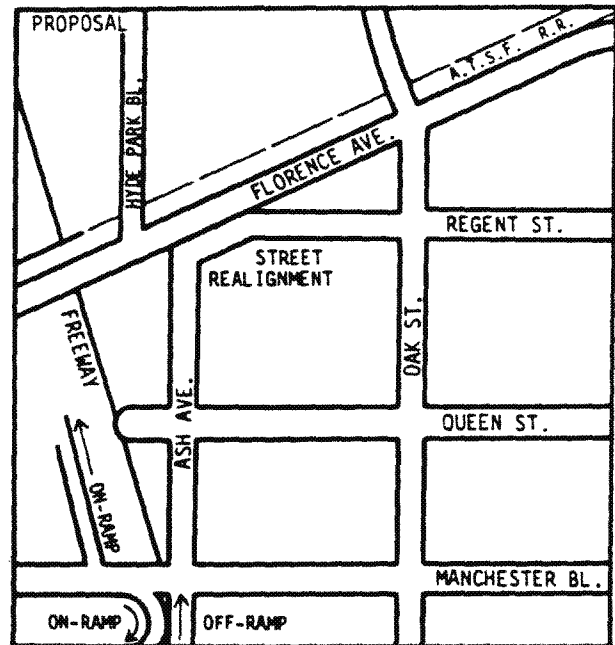
A. Realignment of Regent Street with Hyde Park Boulevard. This

design, suggested by an independent consultant, would significantly realign Hyde Park Boulevard to make it an extension of Regent Street. Ash Avenue would be closed at Florence Avenue. The result would be a four-legged intersection with a very irregular geometry. This realignment could



encourage west-bound traffic on Regent Street to use Hyde Park Boulevard and Industrial Avenue (if not closed) in lieu of Florence Avenue to reach La Cienega Boulevard. The closure of Ash Avenue, intended to preclude this street's use as an unintended truck route. However, some additional traffic restrictions may be necessary to avoid the rerouting problems discussed above.

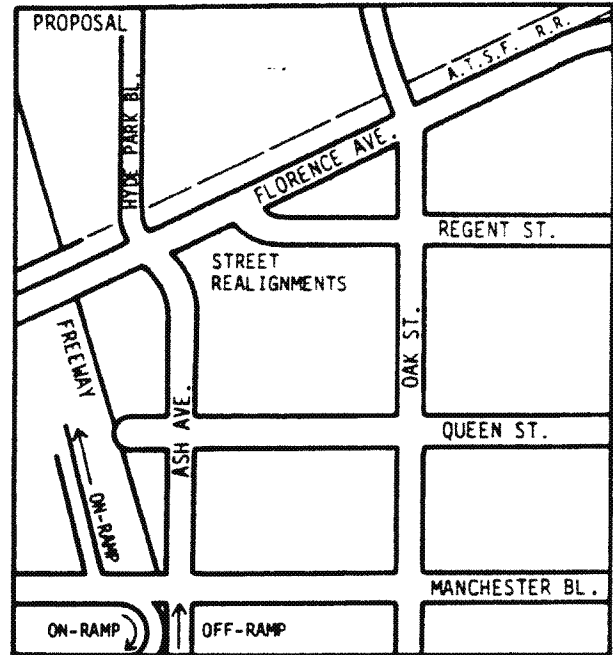
- B. Realignment of Ash Avenue with Regent Street. This design option would avoid some of the problems associated with a street closure and it would reduce the number of intersecting streets along Florence Avenue. However, it probably would require similar traffic restrictions to prevent the rerouting of unwanted truck traffic along Regent Street and Oak Street. This design would require the acquisition of a portion of the property at the southeast corner of Ash Avenue and Regent Street.



- C. Realignments of Ash Avenue and Hyde Park Boulevard. This design would also avoid the potential problems associated the closure of Ash Avenue. While it would eliminate the dangerous corner at Ash Avenue and Regent Street, it would not reduce the number

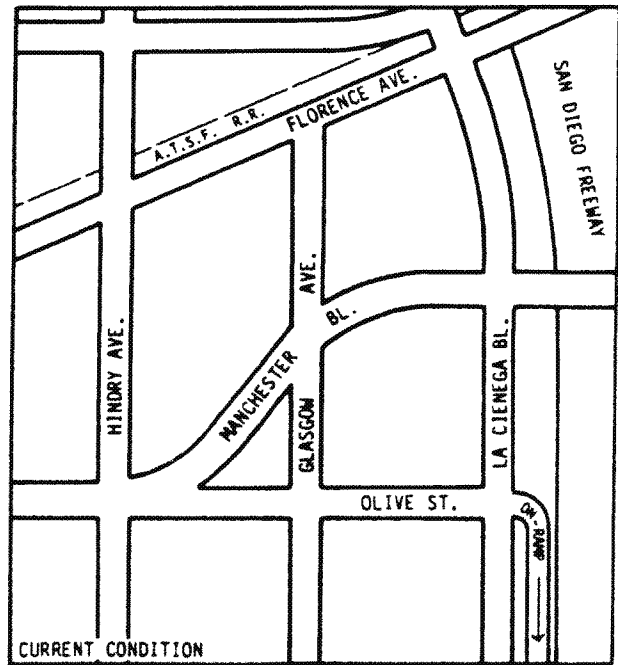
of intersecting streets.

Instead, it separates the intersections and would not encourage traffic to utilize Hyde Park Boulevard as an extension of Regent Street. These multiple intersections would would need coordinated signalization. This design would require the acquisition of the property at the southwest corner of Ash and Florence avenues.



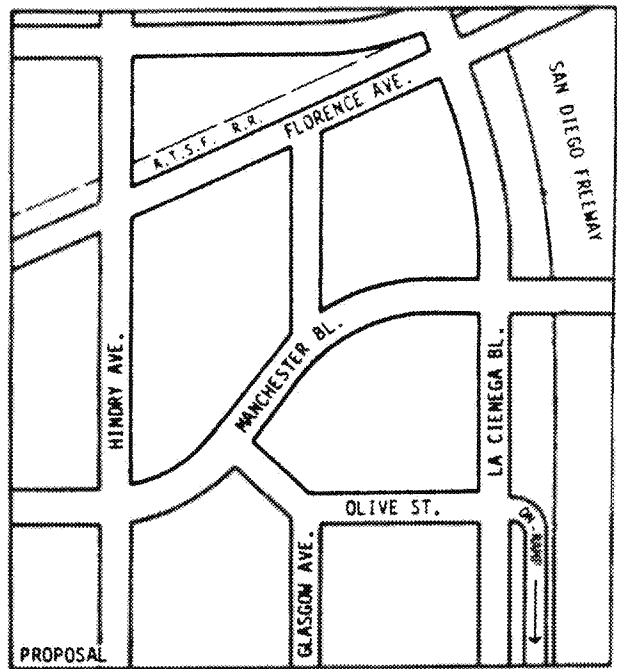
8. Manchester/Glasgow and Olive.

Current conditions: Glasgow Avenue and Olive Street are local streets that intersect Manchester Boulevard at very acute angles. However, both streets provide access to an industrial area and Olive Street additionally provides direct access for eastbound traffic to a San Diego Freeway entrance.



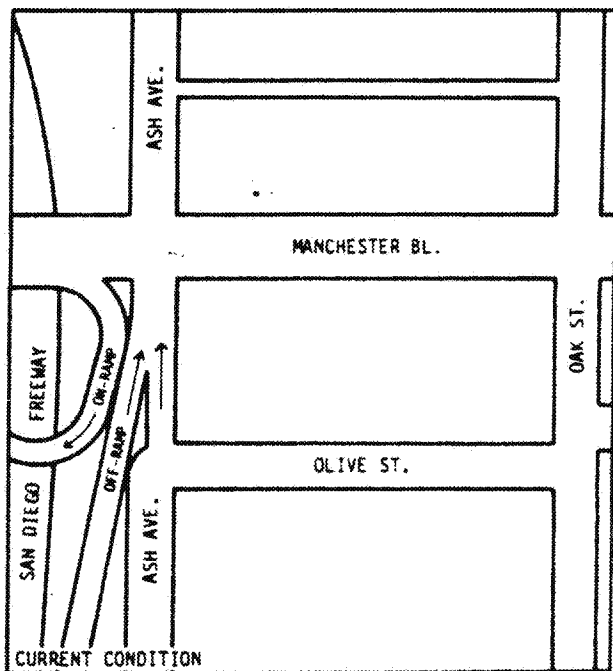
Remedial measure: Both Glasgow Avenue and Olive Street could

be consolidated into a single street that intersects Manchester Boulevard at approximately a right angle. This measure would have a relatively low priority in terms of need; however, it would improve the current conditions and should be considered if the opportunity arises due to any redevelopment of this area. Such a redesign would entail both property acquisition and street vacations.



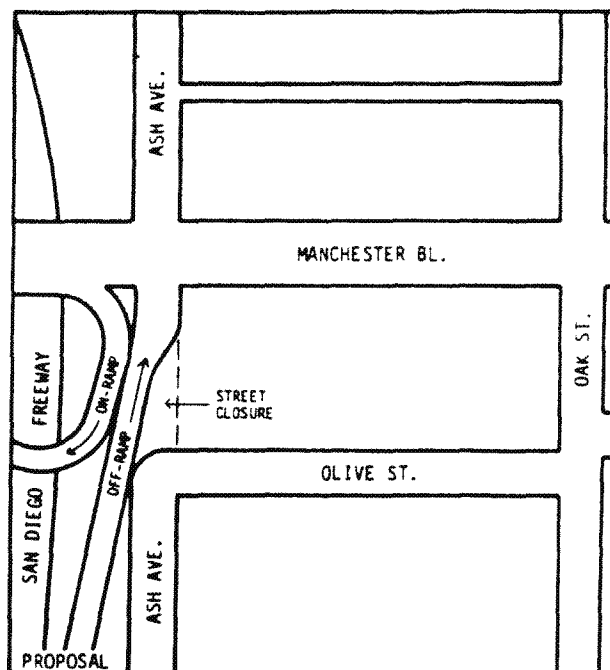
9. Manchester/Ash/Freeway.

Current conditions: South of Manchester Boulevard, Ash Avenue is a local street that has been incorporated into an exit ramp from the San Diego Freeway. An unnecessary and awkward merging of traffic occurs at this location. The short one-way portion of Ash Avenue provides no access to any property and so this unneeded portion could be eliminated.



Remedial measure: There is no need for Ash Avenue to provide one-way access to Manchester Boulevard due to the availability of other safer routes from the residential neighborhood south of Manchester Boulevard.

This one block length of Ash Avenue can be closed so that there is no traffic merging



with existing freeway traffic. However, traffic volume on Ash Avenue is minor and the closure should be implemented if the opportunity presents itself without affecting the funding for more urgently needed intersection improvements.

10. La Brea/Florence.

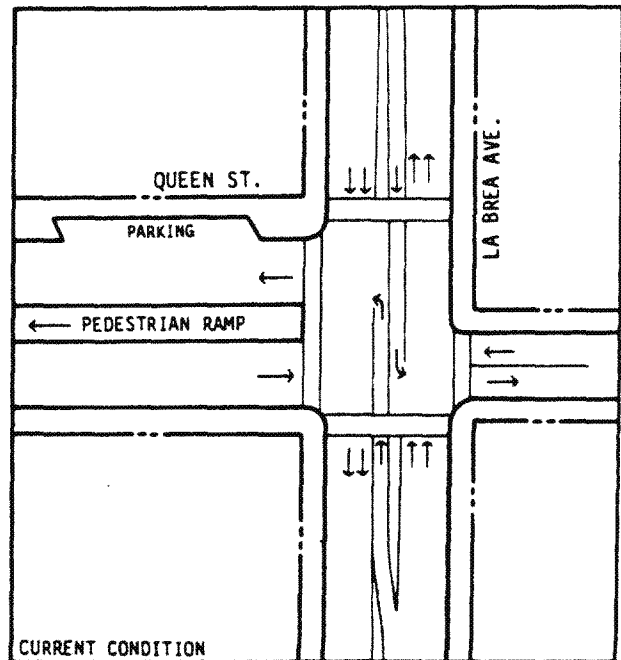
Current conditions: The railroad tracks that run along the north side of Florence Avenue bisect Inglewood so that long trains can cause the temporary closure of all north-south routes within this city. In addition to the general disruption of traffic movement, such a closure can be potentially dangerous if there is a need for emergency vehicles to respond from one part of the city to another. La Brea Avenue is the most centralized and continuous major arterial crossing these tracks so its temporary closure can be particularly disruptive.

Remedial measure: As long as the rail line continues to

operate, the only solution to eliminate the temporary closure of La Brea Avenue would be to provide a grade separation between this street and the railroad tracks. However, such a separation would involve reconstructing the intersection of La Brea and Florence avenues. It would require major and costly construction, property acquisition and the possible relocation of adjacent businesses. The cessation of rail operations would eliminate the problem.

11. La Brea/Queen.

Current conditions: The west leg of Queen Street at La Brea Avenue has been divided by a pedestrian ramp so that its westbound lane is no longer immediately adjacent to the eastbound lane. This condition results in overlapping left turn lanes in La Brea Avenue which complicate a normally congested two block length of this street.

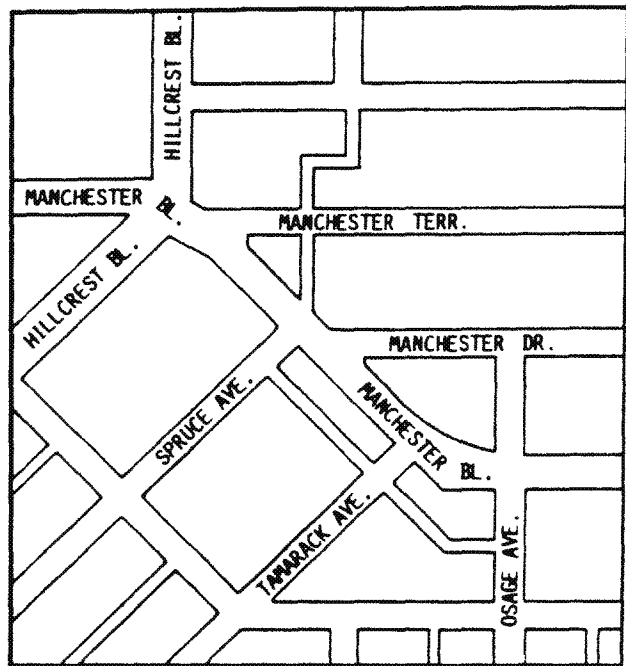


Remedial measure: To eliminate the need for overlapping left turn lanes would require the closure of the offset west-bound leg of Queen Street and the conversion of its aligned east-bound lane for two-way traffic. However, an existing pedestrian ramp and bridge structure in the civic center complex reasonably precludes this conversion. Other existing large

buildings on all corners of this intersection prevent any other street realignment or street closure. If the proposal to convert La Brea Avenue to a one-way southbound street is implemented as described in the main text of this Element, all the problems described above would be eliminated.

12. Manchester/Tamarack/Hillcrest

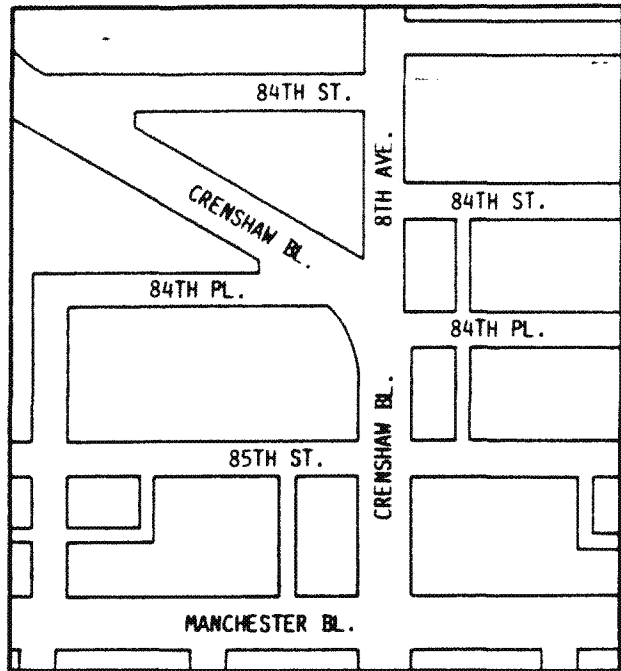
Current conditions: A two block length of Manchester Boulevard, between Tamarack Avenue and Hillcrest Boulevard, runs at an oblique angle relative its normal east-west alignment. As a result, several streets intersect at odd angles with Manchester Boulevard that create awkward merging and turning movements for drivers exiting these intersecting streets. The situation is aggravated by hilly conditions that reduce the ability to see approaching vehicles on Manchester Boulevard.



Remedial measure: Either the elimination of one or two of these intersections by the closure of either Spruce or Tamarack avenues, or the signalization of one or both of these intersections would improve conditions.

13. Crenshaw/8th

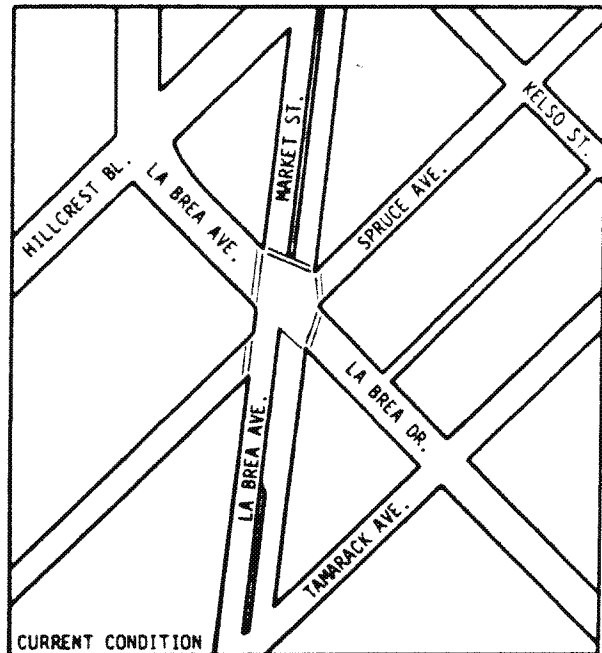
Current conditions: Two blocks north of Manchester Boulevard, Crenshaw Boulevard veers to the west for several blocks before regaining its usual north-south alignment. At the point where Crenshaw Boulevard makes this turn, Eighth Avenue continues as a north-south prolongation of the original Crenshaw alignment. The resulting intersection situation is complicated by 84th Place and 84th Street that also intersect Crenshaw Boulevard and Eighth Avenue within a very short distance.



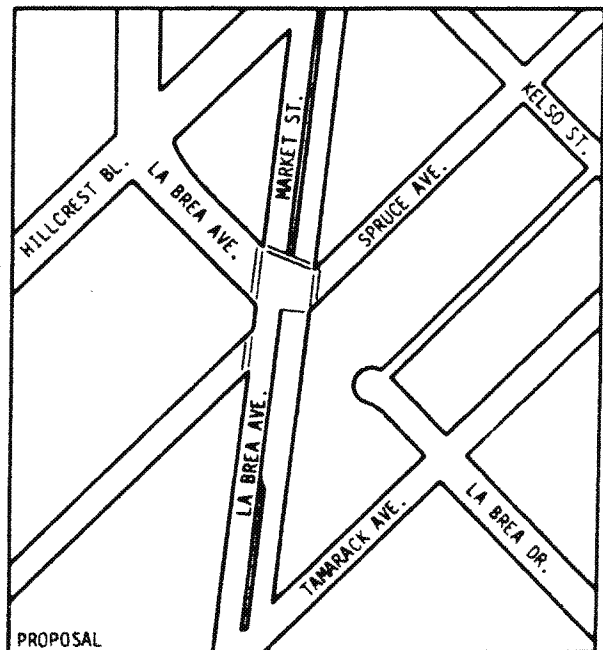
Remedial measure: The closure of Eighth Avenue at Crenshaw Boulevard would eliminate this intersection which, in turn, should reduce traffic intrusion into the residential neighborhood to the north. However, such a closure would prevent access to some commercial businesses on Eighth Avenue. Furthermore, if denied access through this intersection, drivers may utilize a worse intersection at 84th Street and Crenshaw Boulevard. The closure of 84th Place might have minimal affect due to its low traffic volume.

14. La Brea/Market/Spruce/La Brea.

Current conditions: A six-leg intersection is created by the conjunction of La Brea Avenue (a major arterial), Market Street (a minor arterial), Spruce Street and La Brea Drive (both local streets). The complicated geometry of this intersection requires multiple-phased signalization.



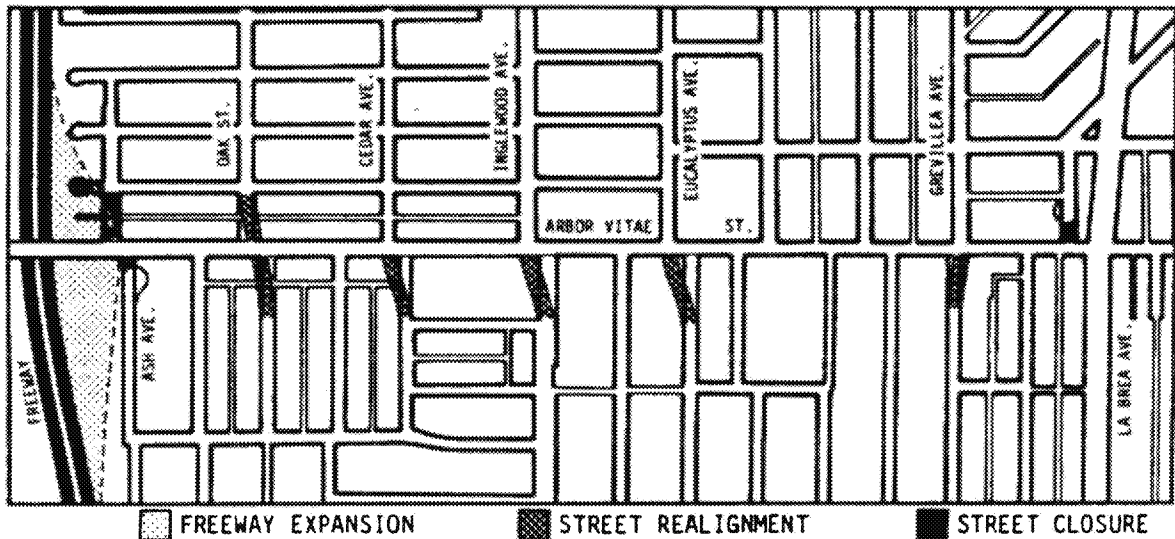
Remedial measure: A reduction in the number of intersecting streets would improve the current situation. Most of the streets are either arterials or at least provide necessary access to businesses and residences and therefore cannot be closed. However, La Brea Drive may be closed without depriving access to other properties. Such a closure would simplify certain



traffic movements and reduce the number of signal phases. This closure is contemplated as part of the downtown study described in main text of this Element.

15. Arbor Vitae Cross Streets.

Current conditions: Streets that intersect West Arbor Vitae Street have legs that are offset by the following dimensions: Oak Street 89 feet, Cedar Avenue 64 feet, Inglewood Avenue 76 feet, Eucalyptus Avenue 89 feet and Grevillea Avenue 34 feet. These offsets result in either multi-phased signalization or awkward and potentially unsafe turn movements.



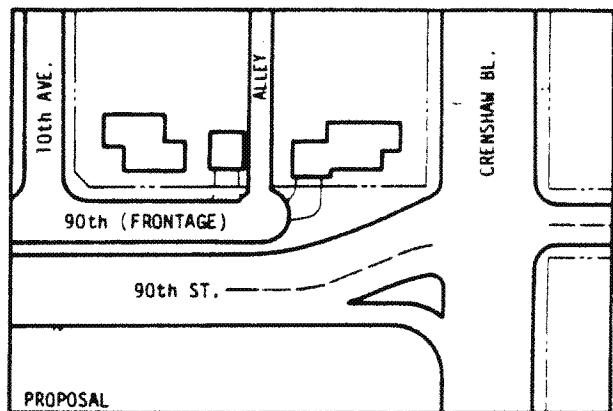
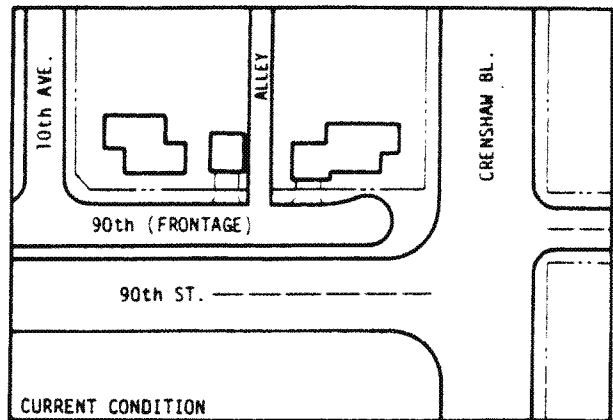
Remedial measures: Alignment of these street intersections are being constructed as part of a street widening program being implemented by the City in conjunction with the construction by Caltrans of freeway access ramps at the western end of this length of Arbor Vitae Street.

16. Crenshaw/90th.

Current conditions: The two legs of 90th Street are offset by fifty feet at Crenshaw Boulevard which complicates left turn

movements and makes an east bound crossing of Crenshaw Boulevard particularly awkward.

Remedial measure: Having either separate signalized phases for each leg of 90th Street or an alignment of both legs will reduce or eliminate the problems. An improved alignment could be achieved by utilizing an unneeded portion of a residential roadway paralleling the west leg of 90th Street.



17. Traffic Diverters.

Refer to the discussion on Street Closures and Diverters on page 42.

INFORMATION SOURCES

CITY OF INGLEWOOD

Community Development and Housing Department

Planning Division

Redevelopment Agency

Engineering Department

Engineering Division

Transportation Division

Parks and Code Enforcement Department

Parks Division

Police Department, Office of Operations

Traffic Division

CITY OF HAWTHORNE

Planning Department

CITY OF LOS ANGELES

Department of Airports

Department of City Planning

COUNTY OF LOS ANGELES

Regional Planning Commission

L.A. County Transportation Commission

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

Planning Department

STATE OF CALIFORNIA

Department of Transportation (CALTRANS)

District 7, Los Angeles



CITY OF INGLEWOOD CALIFORNIA
ONE MANCHESTER BOULEVARD / P.O. BOX 6500 / INGLEWOOD, CALIF. 90301

NEGATIVE DECLARATION

Prepared in accordance with California Administrative Code Section 15000 ff, and the Inglewood City Council Resolution No. 6631, the following Negative Declaration is made. This Declaration is documentation that when final, no Environmental Impact Report is required for the specific project.

Project Title (& No.) Draft Circulation Element

Location Applicable City-wide

Project Sponsor City of Inglewood

Address One Manchester Blvd., Inglewood, CA 90301

Agency Contact W. Barnett, Associate Planner Telephone (310) 412-5230

Project Description:

Draft Circulation Element proposed to be adopted as part of the Inglewood General Plan per Sec. 65302(b) of the California Government Code. Element identifies circulation needs and problems and establishes certain policies with the purpose to improve traffic conditions and identify possible alternative transportation systems.

Reasons for Issuance:

The purpose of the Element is to improve traffic conditions and to provide for long-range planning to mitigate current or future potential problems. Any specific construction or improvement projects may be subject to subsequent environmental assessment in terms of possible impacts.

Findings:

It has been determined that the adoption of a Circulation Element will not have any significant adverse impact upon the environment.

Signature *A. Powell*

Title Planning Manager

RESOLUTION NO. 92-105

1 A RESOLUTION OF THE CITY COUNCIL OF THE
2 CITY OF INGLEWOOD, CALIFORNIA, AMENDING
3 THE INGLEWOOD GENERAL PLAN BY ADOPTING
4 A CIRCULATION ELEMENT

5 WHEREAS, Section 65302(b) of the Government Code of the State
6 of California requires the inclusion of a Circulation Element in
7 the General Plan; and

8 WHEREAS, on November 4, 1992, the Planning Commission of the
9 City of Inglewood, California, conducted a duly noticed public
10 hearing to consider the approval of a Circulation Element to the
11 Inglewood General Plan; and

12 WHEREAS, the Planning Commission adopted Resolution No. 981
13 approving and recommending approval of the Circulation Element to
14 the Inglewood City Council and reciting certain findings and
15 determinations therefor; and

16 WHEREAS, the City Council of the City of Inglewood,
17 California, has now concluded a duly noticed public hearing to
18 consider the recommendations of the Planning Commission and any
19 reports and testimony presented; and

20 WHEREAS, the City Council concurs with the findings,
21 determinations and recommendations of the Planning Commission;

22 NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INGLEWOOD,
23 CALIFORNIA, DOES RESOLVE AS FOLLOWS:

24 SECTION 1. The City Council hereby approves the Circulation
25 Element specified herein to be an amendment to the General Plan of
26 the City of Inglewood.

27 SECTION 2. A review of the amendment has resulted in the
28 determination that there will be no resultant adverse impact upon
29 the environment and therefore a Negative Declaration stating this
30 shall be filed with the County of Los Angeles.

31 SECTION 3. The Director of Community Development and Housing
32 is hereby instructed to file with the City Clerk a copy of the
amendment to the comprehensive General Plan as approved by the City
Council and set forth in Section 1 of this resolution. Upon the
filing of the amendment with the City Clerk, the Circulation

1 Element shall become and thereafter be a part of the Inglewood
2 General Plan heretofore approved and adopted, superseding all
3 previous documents and references in the General Plan pertaining to
4 the subject of circulation.

5 SECTION 4. The City Clerk shall certify to the adoption of
6 this resolution and, thenceforth and thereafter, the same shall be
7 in full force and effect.

8 Passed, approved and adopted this 15th, day of
9 December, 1992.

10
11 **EDWARD VINCENT**

12 MAYOR OF THE CITY OF INGLEWOOD, CALIFORNIA

13
14 ATTEST:

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16
17 **HERMANITA V. HARRIS**

18 CITY CLERK

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22 (SEAL)

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The Silverstein Law Firm, APC

July 21, 2020

**July 21, 2020 CC Hearing, Agenda Item No. PH-4;
Further Objections to IBEC Project SCH 2018021056;
FEIR and Other Approvals**

EXHIBIT 9



California's 2017 Climate Change Scoping Plan

The strategy for achieving California's
2030 greenhouse gas target

Ranch Resource Management and Development Plan and Spineflower Conservation Plan,²⁵⁵ in which the applicant, Newhall Land and Farming Company, proposed a commitment to achieve net zero GHG emissions for a very large-scale residential and commercial specific planned development in Santa Clarita Valley.

Achieving net zero increases in GHG emissions, resulting in no contribution to GHG impacts, may not be feasible or appropriate for every project, however, and the inability of a project to mitigate its GHG emissions to net zero does not imply the project results in a substantial contribution to the cumulatively significant environmental impact of climate change under CEQA. Lead agencies have the discretion to develop evidence-based numeric thresholds (mass emissions, per capita, or per service population) consistent with this Scoping Plan, the State's long-term GHG goals, and climate change science.²⁵⁶

To the degree a project relies on GHG mitigation measures, 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. For example, on-site design features to be considered at the planning stage include land use and community design options that reduce VMT, promote transit oriented development, promote street design policies that prioritize transit, biking, and walking, and increase low carbon mobility choices, including improved access to viable and affordable public transportation, and active transportation opportunities. Regionally, additional GHG reductions can be achieved through direct investment in local building retrofit programs that can pay for cool roofs, solar panels, solar water heaters, smart meters, energy efficient lighting, energy efficient appliances, energy efficient windows, insulation, and water conservation measures for homes within the geographic area of the project. These investments generate real demand side benefits and local jobs, while creating the market signals for energy efficient products, some of which are produced in California. Other examples of local direct investments include financing installation of regional electric vehicle (EV) charging stations, paying for electrification of public school buses, and investing in local urban forests.

Local direct investments in actions to reduce GHG emissions should be supported by quantification methodologies that show the reductions are real, verifiable, quantifiable, permanent, and enforceable. Where further project design or regional investments are infeasible or not proven to be effective, it may be appropriate and feasible to mitigate project emissions through purchasing and retiring carbon credits. CAPCOA has developed the GHG Reduction Exchange (GHG Rx) for CEQA mitigation, which could provide credits to achieve additional reductions. It may also be appropriate to utilize credits issued by a recognized and reputable voluntary carbon registry. Appendix B includes examples of on-site project design features, mitigation measures, and direct regional investments that may be feasible to minimize GHG emissions from land use development projects.

California's future climate strategy will require increased focus on integrated land use planning to support livable, transit-connected communities, and conservation of agricultural and other lands. Accommodating population and economic growth through travel- and energy-efficient land use provides GHG-efficient growth, reducing GHGs from both transportation and building energy use.²⁵⁷ GHGs can be further reduced at the project level through implementing energy-efficient construction and travel demand management approaches.²⁵⁸ Further, the State's understanding of transportation impacts continues to evolve. The CEQA Guidelines are being updated to focus the analysis of transportation impacts on VMT. OPR's Technical Advisory includes methods of analysis of transportation impacts, approaches to setting significance thresholds, and includes examples of VMT mitigation under CEQA.²⁵⁹

255 <https://nrm.dfg.ca.gov/documents/ContextDocs.aspx?cat=NewhallRanchFinal>

256 CARB provided some guidance on development project thresholds in a paper issued in October 2008, which included a concept utilizing a bright-line mass numeric threshold based on capturing approximately 90 percent of emissions in that sector and a concept of minimum performance based standards. Some districts built upon that work to develop thresholds. For example, Santa Barbara County adopted a bright-line numeric threshold of 1,000 MTCO₂e/yr for industrial stationary-source projects, and Sacramento Metropolitan Air Quality Management District adopted a 10,000 MTCO₂e/yr threshold for stationary source projects and a 1,100 MTCO₂e/yr threshold for construction activities and land development projects in their operational phase. CARB is not endorsing any one of these approaches, but noting them for informational purposes.

257 Robert Cervero, Jim Murakami; Effects of Built Environment on Vehicle Miles Traveled: Evidence from 370 US Urbanized Areas. Environment and Planning A, Vol 42, Issue 2, pp. 400-418, February-01-2010; Ewing, R., & Rong, F. (2008). The impact of urban form on U.S. residential energy use. Housing Policy Debate, 19 (1), 1-30.

258 CAPCOA, Quantifying Greenhouse Gas Mitigation Measures: A Resource for Local Government to Assess Emission Reductions from Greenhouse Gas Mitigation Measures, August, 2010.

259 <http://www.opr.ca.gov/ceqa/updates/sb-743/>

The Silverstein Law Firm, APC

July 21, 2020

**July 21, 2020 CC Hearing, Agenda Item No. PH-4;
Further Objections to IBEC Project SCH 2018021056;
FEIR and Other Approvals**

EXHIBIT 10

Climate Change Tied to Pregnancy Risks, Affecting Black Mothers Most

Women exposed to high temperatures or air pollution are more likely to have premature, underweight or stillborn babies, a look at 32 million U.S. births found.



By **Christopher Flavelle**

June 18, 2020 Updated 1:33 p.m. ET

WASHINGTON — Pregnant women exposed to high temperatures or air pollution are more likely to have children who are premature, underweight or stillborn, and African-American mothers and babies are harmed at a much higher rate than the population at large, according to sweeping new research examining more than 32 million births in the United States.

The research adds to a growing body of evidence that minorities bear a disproportionate share of the danger from pollution and global warming. Not only are minority communities in the United States far more likely to be hotter than the surrounding areas, a phenomenon known as the “heat island” effect, but they are also more likely to be located near polluting industries.

“We already know that these pregnancy outcomes are worse for black women,” said Rupa Basu, one of the paper’s authors and the chief of the air and climate epidemiological section for the Office of Environmental Health Hazard Assessment in California. “It’s even more exacerbated by these exposures.”

The research, published Thursday in JAMA Network Open, part of the Journal of the American Medical Association, presents some of the most sweeping evidence so far linking aspects of climate change with harm to newborn children. The project looked at 57 studies published since 2007 that found a relationship between heat or air pollution and birth outcomes in the United States.

The cumulative findings from the studies offer reason to be concerned that the toll

on babies' health will grow as climate change worsens.

Higher temperatures, which are an increasing issue as climate change causes more frequent and intense heat waves, were associated with more premature births. Four studies found that high temperatures were tied to an increased risk of premature birth ranging from 8.6 percent to 21 percent. Low birth weights were also more common as temperatures rose.

The authors looked at two studies that examined the link between higher temperatures and stillbirths. One found that every temperature increase of 1 degree Celsius in the week before delivery corresponded with a 6 percent greater likelihood of stillbirth between May and September. Both studies found racial disparities in the number of stillbirths.

“Black moms matter,” said Bruce Bekkar, a retired gynecologist and obstetrician one of the co-authors of Thursday’s report, as well as a board member with the Climate Action Campaign, an advocacy group in San Diego. “It’s time to really be paying attention to the groups that are especially vulnerable.”

The paper also looked for research examining the effects of pregnancy from greater exposure to two types of air pollution: ozone, also known as smog, and tiny particles called PM 2.5. Both types of pollution are becoming more common as climate change continues, the authors said.

The vast majority of the studies reviewed in the paper concluded that ozone and PM 2.5 are also associated with preterm births, low birth weights and stillbirths. One study found that high exposure to air pollution during the final trimester of pregnancy was linked to a 42 percent increase in the risk of stillbirth.

Another study, looking at almost half a million births in Florida in 2004 and 2005, found that for every 5 kilometers, or roughly 3 miles, closer a mother lives to a plant that uses garbage to produce energy, the risk of low birth weight increases by 3 percent. Living closer to power plants was also tied to a higher risk of preterm birth.

Mothers with asthma were at particularly high risk. One study found that severe preterm birth, defined as a birth that occurs fewer than 28 weeks into pregnancy, increased by 52 percent for asthmatic mothers exposed to high levels of air pollution.

Most of the studies that examined the link between air pollution and preterm birth or low birth weight found that the risks were greater for black mothers.

Catherine Garcia Flowers, a field organizer in Houston for Moms Clean Air Force, an advocacy group, said the paper was evidence that the federal government needed to tighten regulations against air pollution. “This is a moment of reckoning for racial injustice and health disparities,” Ms. Flowers said by email. “Doing nothing about air pollution, which so clearly has a greater impact on Black Americans, is racism in action.”

Premature birth and low birth weight can have consequences that last a lifetime, affecting such things as brain development and vulnerability to disease, according to Nathaniel DeNicola, another of the paper’s authors and an assistant professor of obstetrics and gynecology at George Washington University’s School of Medicine and Health Sciences.

“This really does set the stage for an entire generation,” Dr. DeNicola said.

That increased risk adds to the disproportionate burden faced by black women when it comes to pregnancy. Black mothers are 2.4 times more likely to have children with low birth weight than white women, a 2018 paper found. An analysis published last year found that the risk of stillbirth was as much as twice as great for black mothers as for whites across a number of wealthy countries.

The particular vulnerability of black mothers to heat and air pollution was likely the result of several systemic problems, the authors said.

African Americans are more likely to live close to power plants and other sources of air pollution, Dr. Basu said. They may also be less likely to have air conditioning in their homes or less able to afford the higher electrical bills, she said, or to live in neighborhoods with green spaces that can help keep temperatures down.

Compounding the added risks from warming and pollution, Dr. Basu said, research has shown that minority communities tend to have less access to medical help and that minority patients tend not to receive equal levels of treatment. “There might not be as much care given to a woman of color versus a white woman,” Dr. Basu said.

Adrienne Hollis, senior climate justice and health scientist for the Union of Concerned Scientists, said the problems could not be tackled in isolation. “We need to look at policies that provide equitable opportunities for communities of color,” Dr. Hollis said. “If you address structural racism, I think you’re going to start getting at some of these issues.”

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June 30, 2020

VIA EMAIL yhorton@cityofinglewood.org
aphillips@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 City Council Meetings on June 9 and June 16, 2020 and Demand to Cease and Desist, Including Under Govt. Code § 54960.2; IBEC Project SCH 2018021056; Request to Include this letter in Record for IBEC DEIR

Dear Ms. Horton and City Officials:

Please include this letter in the administrative record for all the following actions:

- (1) The Inglewood Basketball and Entertainment Center (IBEC) SCH No. 2018021056;
- (2) General Plan Amendment 2020-001 (GPA 2020-001) and Categorical Exemption EA-CE-2020-036);
- (3) General Plan Amendment GPA 2020-002 and Categorical Exemption EA-CE-2020-037;
- (4) Creation of the Inglewood Transportation Management Community Services District; and

- (5) Adoption of the Parking Ordinance to Implement the Citywide Permit Parking Districts Program and respective changes to the Inglewood Municipal Code.

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 City Council on June 9 and June 16, 2020.

We write to demand that the City of Inglewood, Inglewood City Council and above-referenced City bodies (collectively “City”) cure and correct their June 9, 2020 and June 16, 2020 violations of the Brown Act, which violations include: (1) failure to provide adequate descriptions of the actions to be taken; (2) failure to specify the CEQA action to be taken or considered; and (3) failure to ensure advance notice of and accessibility to the June 9, 2020 meeting to the public in light of the incorrect phone access code and technical issues with the calls.

As part of this cure and correct, we demand that the City invalidate all actions described herein and taken on June 9, 2020 and June 16, 2020, and particularly related to the approvals of the General Plan Amendments of Land Use and Environmental Justice Elements and their claimed CEQA exemptions; introduction/adoption of the Parking Ordinance and changes to the Municipal Code and their claimed CEQA exemption; and formation of the Inglewood Transportation Management Community Services District and its claimed CEQA exemption.

We also demand that the City withdraw the Notice of Exemption for the creation of the Inglewood Transportation Management Community Services District, filed with the County of Los Angeles on June 16, 2020.

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 a 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 violations listed in this request join the myriad of prior Brown Act violations by the City, as referenced in our April 23, 2020 Brown Act Cease and Desist and Cure and Correct Letter and its Exhibits, which we incorporate by reference herein. (**Exh. 1** [April 23, 2020 Brown Act Cure and Correct Letter].)

III. FACTUAL BACKGROUND.

This letter addresses the City's Brown Act violations associated with the June 9, 2020 and June 16, 2020 City Council regular meetings and their agendas.

A. June 9, 2020 Agenda – Incorrect Agenda Notice of the Telephone Access Code and Failure to Ensure Accessibility of Public Comments as to All Agenda Items.

On June 5, 2020 at 8:28 pm, the City of Inglewood (City) posted its agenda for the City Council regular public meeting of June 9, 2020, which included several items of citywide significance: General Plan amendments (**PH-1** and **PH-2**), creation of the parking permit districts and adoption of the Parking Ordinance thereon (**O-1**), and resolution authorizing the submission of an application to the Local Agency Formation Commission for the County of Los Angeles. (**DR-2**). (**Exh. 2** [City Agenda Notices and June 9, 2020 Agenda].) Despite their vague, ambiguous and benign descriptions, all the noted items would ultimately result in significant or substantial deprivations of property for all Inglewood community, as more fully described in our substantive objections to those.

The City's June 9, 2020 agenda notice posted on June 5, 2020, however, provided an incorrect telephone access code, which was the only way people could make comments and directly address decisionmakers at the June 9, 2020 City Council meeting. The City provided the corrected code only at the June 9, 2020 meeting itself, long after the meeting began. This correction, however, was not and could not be accessible to those who had no access to internet (Facebook) or cable TV.

Further, the City's teleconferencing on June 9, 2020 – even with the late-corrected code – ultimately allowed only a few people to comment and failed to ensure that those few comments were audible and comprehensible to other listeners and to decisionmakers. Public objections to the incorrect agenda notice of the telephone access code, as well as the technical accessibility issues, were presented to the City *in real time* during the very

June 9, 2020 meeting and thereafter. (**Exh. 3** [June 9, 2020 Objection, Subsequent Requests, and Facebook comments].)

Despite public comments and staff acknowledgements of the incorrect advance notice of the access code and ensuing technical problems affecting public participation by phone, the City Council illegally proceeded with the June 9, 2020 meeting and took several actions.¹

B. June 9, 2020 Agenda – Failure to Provide a Brief Description of the Actions to Be Taken for ITMSCSD and Failure to List as an Action Item the CEQA Exemption Notice to Be Filed.

Govt. Code Section 54954.2(a)(1) requires that:

“(a)(1) At 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.”

The June 9, 2020 agenda failed to provide a clear, brief description of an item related to the IBEC Project: the formation of the ITMCSD. This agenda item’s description provided:

DR-2. PUBLIC WORKS DEPARTMENT

Staff report recommending adoption of a resolution authorizing the submission of an application to the Local Agency Formation Commission for the County of Los Angeles.

Documents:

DR-2.PDF

Nobody in the public reading the agenda could perceive the massive scope and effect of Agenda Item DR-2 based on the above vague agenda description; namely:

¹ Because of public comments, on June 16, 2020, the City staff recommended to re-notice only the General Plan Amendments adopted on June 9, 2020. (**Exh. 4** [June 16, 2020 Two Staff Reports to Reconsider the General Plan Amendments].) No other items and actions discussed and taken on June 9 were recommended for rescission.

- 1) The City Council’s approval was sought to file an application to the LAFCO to create a new citywide agency ITMCSD and to put the issue on the March 2021 ballot;
- 2) The new agency “ITMCSD’s jurisdictional boundary would be coterminous with the City boundaries and the members of the City Council would act as the members of the ITMCSD’s governing body”;
- 3) The ITMCSD will be able to acquire property and approve construction of transportation facilities and parking;
- 4) The City contemplates imposing certain assessments, fees or charges on the Inglewood population and pledging those to ITMSC, as well as transferring funds to ITMSC from the General Fund revenue;
- 5) The ITMSCD’s creation is interrelated with the events and traffic in the City anticipated in view of the SoFi stadium and the IBEC Arena; and
- 6) Upon the City Council’s approval of the recommended actions, the City would file a Notice of Exemption (which would commence the running of the statute of limitations for anyone to challenge the City’s actions). (Exh. 5 [June 9, Agenda DR-2 Staff Report].)²

Nothing in the agenda mentioned that the City’s application to LAFCO was linked to the creation of the new agency ITMSCD or that the new agency is specifically linked to the IBEC Project, is piecemealed from the latter, and is expressly provided under the Clipper’s IBEC Project’s AB-987 to further the IBEC project . Pub. Res. Code § 21168.6.8(a)(6) (“Transportation demand management program”).

Further, neither the Agenda nor the hyperlinked Staff Report’s list of Council actions (at p. 1) mentions anything about the CEQA exemption approval.

Yet, at p. 3, the Staff Report – which does **not** substitute for the requirement that the agenda give a brief description of all actions to be taken or approved – noted:

² We discovered the Staff Report to the June 9, 2020 Agenda Item DR-2 – and the listed information – only on June 18, 2020, after finding the City’s Notice of Exemption filed on June 16, 2020 with the Los Angeles County.

“ENVIRONMENTAL DOCUMENTATION:

The formation of the ITMCSD is categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15320 (Changes in Organization of Local Agencies) and/or Section 15061(b)(3) (Common Sense Exemption) because the ITMCSD is proposed to be a subsidiary district with the same boundaries as the City. Upon the City Council’s approval of the recommended actions, a Notice of Exemption will be filed with the Los Angeles County Clerk in accordance with Section 21152 of the California Public Resources Code.” (Id.)

The City has since filed a Notice of Exemption for the creation of the ITMCSD with the County of Los Angeles on June 16, 2020. (**Exh. 6** [Notice of Exemption for ITMCSD].)

The City’s actions as described above and the failure of the agenda to describe these actions to be taken or approved violate the Brown Act. Rescission of these actions and re-noticing of them in accordance with the law is demanded.

C. June 9, 2020 and June 16, 2020 Agenda – Failure to Note CEQA Exemption for the Parking Ordinance in the Agenda Description.

The June 9, 2020 and June 16, 2020 City Council meeting agendas included Item O-1, which identically provided:³

ORDINANCES

O-1. PUBLIC WORKS DEPARTMENT

Staff report recommending the introduction of an Ordinance amending Chapter 3 of the Inglewood Municipal Code (IMC) to implement a Citywide Permit Parking Districts Program.

Documents:

O-1.PDF

³ See **Exh.5** [June 9, 2020 Agenda] and **Exh. 4** (June 16, 2020 Agenda).

The agenda item description did not mention the Ordinance's interrelatedness with the IBEC Project. Yet the parking permit districts are to regulate the parking needs in the City, with the advent of the Sofi Stadium and the Clipper's Arena IBEC Project and their events.⁴

Similarly, neither the June 9 nor June 16, 2020 agendas mentioned approval of CEQA exemptions for the Ordinance. Yet, the staff report for the June 16, 2020 agenda, which we discovered later, recited:

“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.”

IV. MISLEADING AND INADEQUATELY DESCRIBED AGENDA ITEM.

Govt. Code § 54954.2(a)(1) provides:

“At 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.” (Emphasis added.)

As stated by the District Attorney to the City Council in the District's Attorney's letter related to the IBEC Project:

⁴ The IBEC Project is proposed at the site which, pursuant to the 2015 initiative's plans approving the SoFi Stadium, had to accommodate SoFi's overflow parking needs. Thus, the IBEC Project, which is presently before the City, is solely responsible for the parking shortage at both SoFi and IBEC. (Exh. 7 [Infeasibility Study].)

“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. 1**, *emph. added*)

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).

The City Council’s agendas of June 9, 2020 and June 16, 2020 failed to comply with the Brown Act’s brief description requirement, in violation of Govt. Code Section 54954.2(a)(1), in that they 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.

In particular, the June 9, 2020 Agenda failed to provide a complete list of actions the City Council would take upon voting on the Agenda Item DR-2 associated with the creation of a new agency, ITMCSD. The June 9, 2020 agenda description for DR-2 did not even identify ITMCSD and described the agenda item vaguely and ambiguously as “Staff report recommending adoption of a resolution authorizing the submission of an application to the Local Agency Formation Commission for the County of Los Angeles.” (**Exh. 5**, *supra.*) The City’s conduct recalls the Court of Appeal’s admonition against “transparent prevarication.” *Roddenberry v. Roddenberry* (1996) 44 Cal.App.4th 634, 654. The June 9, 2020 Agenda also failed to note that the creation of the new agency ITMCSD was related to the IBEC Project currently before the City and is a part of it, pursuant to AB-987. The description therefore misled the public as to the action’s full scope and effect and foreclosed informed public comments.

Similarly, the June 9, 2020 agendas failed to note the interrelatedness of the introduced and adopted Parking Ordinance and Municipal Code changes with the IBEC Project. This nexus was ambiguously shown in the staff report – outside of the agenda description – tying the ordinance not only to the IBEC Project, but also to SoFi and MSG Forum.

As a result, the public was misled and left to speculate about the essential nature of the items that the City would consider and the effect of the City Council’s actions, both individually and cumulatively with the IBEC Project. This deprived the public of notice of the magnitude of changes the City contemplates to further the IBEC Project, which in turn, deprived the public of the ability to be adequately appraised not only of the scope of the very adopted actions, but also the full impact of the related IBEC Project on Inglewood and its community, and to require adequate mitigation measures before the Project is approved.

For the scope of both actions, please see Sec. III, supra (Factual Background).

V. INADEQUATELY DESCRIBED AGENDA ITEM OF ADOPTING CEQA EXEMPTION FINDINGS.

The Brown Act’s “brief general description of each item of business to be transacted or discussed at the meeting” under Govt. Code § 54954.2(a)(1) includes the agency’s proposed CEQA approvals, including CEQA exemptions. This issue was litigated and confirmed by the Los Angeles County Superior Court in a 2008 case against the City of Los Angeles, which held:

“The Planning Commission is also commanded to **identify the CEQA actions as actions** that it has been requested or that it proposes to take at the meeting. The Planning Commission is also to be commanded **not to take** any action or **discuss** any item under **CEQA** that is not described with the clarity, particularity, and **detail** herein **ordered**. Petitioners are also entitled to a judgment that declares that the method that has been used to describe CEQA actions to be taken or discussed at Planning Commission meetings is unlawful and is to be discontinued.” (Exh. 8, pp. 3-4 [Peremptory Writ, 2008; LASC No. BS108652].)

The Court’s ruling pertaining to Planning Commission meetings is all the more applicable to the ultimate elected decisionmaker City Council’s actions here.

The June 9, 2020 Agenda Item DR-2 failed to note the CEQA exemption for the proposed action of creating the new agency ITMCSD. Nonetheless, on June 16, 2020, the City filed the Notice of Exemption for the ITMCSD. This and all other actions complained of in this cure and correct letter must be rescinded.

Similarly, the June 9 and June 16, 2020 Agenda Item O-1 failed to note the City Council's approval of a CEQA exemption for the proposed action of adopting the Parking Ordinance and Municipal Changes, which would impose new administrative and financial burdens on the disadvantaged low income residents of Inglewood to secure parking permits for a fee, would limit the number of parking spaces per household regardless of the number of household members, and would not even guarantee adequate parking spaces on the street when members of the public acquire parking permits.

The City's failure to include notice of the proposed adoption or approval of CEQA exemption on the agendas for June 9 and 16, 2020 violates the Brown Act and deprives the public from having its statutory and constitutional rights to be fully apprised of the essential nature of the items adopted or even discussed during the meeting.

VI. FAILURE TO PROVIDE PROPER ADVANCE NOTICE OF THE ACCESS CODE AS WELL AS ACCESSIBILITY TO ENABLE PUBLIC PARTICIPATION ON JUNE 9, 2020.

The Brown Act requires advance notice and accessibility to ensure the public can address the decisionmakers directly before actions are taken:

“(a) Every **agenda** for regular meetings shall provide an **opportunity** for members of the public to **directly address** the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that **no action shall** be taken on any item **not appearing** on the **agenda** unless the action is otherwise authorized by subdivision (b) of Section 54954.2.” Govt. Code § 54954.3(a):

Because of the COVID-19 pandemic, and pursuant to the March 17, 2020 Executive Order N-29-20, California waived all requirements in the Brown Act related to “physical” presence of the public at public meetings, yet preserved the noticing and accessibility requirements to the public. The Order states, in pertinent parts:

“Accessibility Requirements: If a local legislative body or state body holds a meeting via teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the body shall also:

- (i) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the Americans with Disabilities Act and resolving any doubt whatsoever in favor of accessibility; and
- (ii) **Advertise** that procedure **each time notice** is given of the **means** by which members of the public may observe the meeting and **offer public comment**, pursuant to subparagraph (ii) of the Notice Requirements below.

Notice Requirements: Except to the extent this Order expressly provides otherwise, each local legislative body and state body shall:

- (i) Give **advance notice** of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by the Bagley-Keene Act or the Brown Act, and using the means otherwise prescribed by the Bagley-Keene Act or the Brown Act, as applicable; and
- (ii) In **each instance in which notice of the time of the meeting** is otherwise given or the agenda for the meeting is otherwise posted, **also give notice** of the means by which members of the public may observe the meeting and **offer public comment.**” (Exh. 9, emph. added [Executive Order N-29-20].)

The June 9, 2020 meeting was noticed as a teleconference meeting. Govt. Code § 54953(b)(3) requires: “If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects **the statutory and constitutional rights** of the parties or the public appearing before the legislative body of a local agency.” (Emph. added.)

It also states: **“The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.”** (Emph. added.)

Thus Govt. Code § 54953 incorporates by reference Section 54954.3’s guarantee of a right to address the legislative body during a teleconference meeting.

However, the City’s June 9, 2020 agenda provided an incorrect access code for the public to offer comments, which was the only way the public could participate in the meeting, beyond passively observing the meeting on Facebook or cable TV. The City’s publication of the wrong access code to offer public comments in the June 9, 2020 agenda, which could not have been known until the time of the meeting, the immediate objections of many speakers for many items of business on the agenda, the immediate email objection of The Silverstein Law Firm, and the failure to halt the meeting and give proper re-notice was not only a denial of public speaking rights guaranteed by Section 54954.3 as incorporated into Section 54953(b)(3), but also violation of the constitutional speaking rights of all property owners and tenants whose rights would have been affected by the City.

Apart from the incorrect access code, the City’s late-corrected access code did not provide the public the chance to comment in view of the technical interruptions, the City’s incorrect instructions regarding which numbers to press to “raise your hand” for comments, as well as the background noise during the few comments. Facebook comments – during the June 9, 2020 hearing – evidence the extent of public deprivation of participation in real time.⁵

In fact, on June 9, 2020, the City took significant actions affecting all residents in Inglewood, including but not limited to: (1) amendments to the General Plan Land Use Element; (2) amendments to the General Plan Environmental Justice Element; (3)

⁵ We note that public comments are also limited by the City Council’s choice to hold the public hearing at 2 p.m., which precludes or severely limits participation of the working adult population of Inglewood during work hours and further limits such public participation to a few people who cannot participate other than by phone (for lack of computer, internet, or computer/web skills). Therefore, the Facebook comments do not represent the voices of those who attempted to listen to and/or make comments at the public hearing by phone and yet failed to do so, due to the incorrect access code provided in the agenda.

formation of the Inglewood Transportation Management Community Services District – a new agency, with the power to acquire property and receive funding from the City’s tax revenues and assessments; (4) introduction of the Parking Ordinance, later adopted on June 16, 2020.

Of all the listed actions, to date, the City staff has recommended the rescission of only the General Plan amendments. The City’s rescission of the actions taken on those dates is paramount. If it does not cure and correct, litigation will ensue.

The City’s actions: (1) deprived the public of their statutory and constitutional rights to speak, (2) prejudiced a number of people who were actually denied the ability to speak despite the City’s knowledge from Facebook posts and emails that the system and access code was not working properly; and (3) prejudiced a number of people who – for lack of cable TV, computer, internet, or computer skills – relied solely on public participation by phone but were unable to participate or even listen to the proceedings because of the incorrect telephone code in the agenda notice.

We hereby demand the rescission and nullification of all June 9, 2020 actions, including but not limited to the General Plan amendments and the formation of the ITMCSD. Derivatively, we demand that the City withdraw its filed CEQA Notice of Exemption for the formation of the ITMCSD, as that was adopted or approved in violation of the Brown Act. Also, to the extent the June 16, 2020 Parking Ordinance was introduced on June 9, 2020, when the public was deprived of the ability to participate or address decisionmakers about the item, we demand rescission of the introduction and later adoption of the Parking Ordinance on that ground as well.

VII. CONCLUSION.

The City must cure and correct these Brown Act violations by: (1) rescinding the June 9, 2020 approvals of the General Plan Amendments; (2) rescinding the June 9, 2020 approval of the ITMCSD; (3) rescinding the June 16, 2020 approvals related to the adoption of the Parking Ordinance; and (4) withdrawing the Notice of Exemption for the creation of the ITMCSD filed on June 16, 2020 with the County of Los Angeles.

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City of Inglewood
June 30, 2020
Page 14

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 and 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
Encls.

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)
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The Silverstein Law Firm, APC

June 30, 2020

**Brown Act Violations; Cure and Correct Demand in
Connection with City Council Meetings on June 9 and June
16, 2020 and Demand to Cease and Desist, Including Under
Govt. Code § 54960.2; IBEC Project SCH 2018021056;
Request to Include this letter in Record for IBEC DEIR**

EXHIBIT 1

THE SILVERSTEIN LAW FIRM

A Professional Corporation

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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.
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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 Act¹ (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 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*

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.

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)
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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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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.upliftinginglewood.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

Mindy Wilcox
City of Inglewood
March 21, 2018
Page 4

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/social-connected/documents-show-how-inglewood-clippers-arena-deal-stayed-secret>
3. "In Possible Brown Act Violation, Inglewood Called Special Meeting to Minimize Public Involvement," March 17, 2018, Warren Szewczyk, posted at <https://warrensz.me/in-possible-brown-act-violation-inglewood-called-special-meeting-to-minimize-public-involvement/>

Enclosure 1



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March 15, 2018

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

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

Dear District Attorney:

On behalf of the Inglewood Residents Against Takings And Evictions ("IRATE") we request that your office investigate Brown Act violations committed by the City of Inglewood¹ involving the proposed Clippers Arena Project in Inglewood. As evidenced in emails required to be produced by Court Order in *Inglewood Residents Against Takings And Evictions v. City of Inglewood*, counsel for the City and the project developer, Murphy's Bowl, agreed to limit the description of the item to be considered by the Council "so it won't identify the proposed project" and agreed not to provide the "normal 72 hours" notice under the Brown Act. The City and Murphy's Bowl collaborated, in violation of the Brown Act, to prevent the public from having a "fair chance to participate in matters" being considered by the City Council.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In fact, Mr. Hunter goes as far as to make clear that his client, presumably Murphy's Bowl, wants to minimize the time of the release of the ENA to just before the City Council hearing because "My client is trying to time its outreach 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.

District Attorney

March 15, 2018

Page 6

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

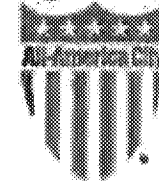
cc: Bruce Gridley, Esq.
Edward Kang, Esq.
Charmaine Yu, Esq.
Royce Jones, Esq.
Chris Hunter, Esq.
Ms. Yvonne Horton, City Clerk, City of Inglewood
Ms. Margarita Cruz, Successor Agency Manager, Successor Agency
Mr. Artie Fields, City Manager, City of Inglewood
Bureau Fraud and Corruption Prosecutions,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

ENCLOSURE 1



INGLEWOOD, CALIFORNIA
Web Site — www.cityofinglewood.org

Inglewood



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.

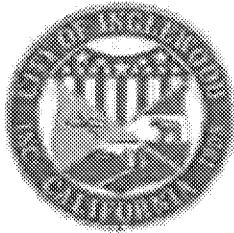
MAYOR AND COUNCIL REMARKS

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.

AR 000016



INGLEWOOD, CALIFORNIA
Web Site – www.cityofinglewood.org

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

Inglewood



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

Alex Padilla, District No. 2

Eloy Morales, Jr., District No. 3

Ralph L. Franklin, District No. 4

CITY CLERK

Yvonne Horton

CITY TREASURER

Wanda M. Brown

CITY MANAGER

Artie Fields

CITY ATTORNEY

Kenneth R. Campos

AGENDA

CITY COUNCIL/SUCCESSOR AGENCY/PARKING AUTHORITY

CLOSED SESSION ITEM ONLY – 9:30 A.M.

Roll Call

PUBLIC COMMENTS REGARDING CLOSED SESSION ITEM ONLY

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

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

AR 000017

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.

I. ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

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

Recommendation:

- 1) Approve Exclusive Negotiating Agreement.

MAYOR AND COUNCIL REMARKS

ADJOURNMENT CITY COUNCIL

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

ENCLOSURE 2

Royce K. Jones

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

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

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

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

Royce K. Jones

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

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

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

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

Royce

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

Please call or email and we can review these changes.

Thanks

Chris

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

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From: Royce K. Jones [mailto:royce@khblaw.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@kbbblaw.com

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

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

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-----Original Message-----

From: Chris Hunter [mailto:chunter@rhhslew.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@rhslaw.com>
Sent: Thursday, June 8, 2017 8:51 AM
To: Royce K. Jones
Subject: Revised ENA
Attachments: Revised 5-7 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@rhslaw.com | www.rhslaw.com

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Royce K. Jones

From: Chris Hunter <chunter@rhslaw.com>
Sent: Friday, June 8, 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@rhlslaw.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@rhslaw.com>
Sent: Wednesday, June 14, 2017 2:12 PM
To: Brandt Vaughan; Dennis Wong Verbenah; Christopher Meany
Cc: gillenz@clippers.com; Mark Rising (mrising@hebsell.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@rhslaw.com | www.rhslaw.com

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ENCLOSURE 3

Delaware

The First State

Page 1

I, JEFFREY W. HULLOCK, 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

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

A handwritten signature in black ink, appearing to read 'JEFFREY W. HULLOCK', written over a horizontal line.

Authentication: 201819070
Date: 01-05-17

ING-270


State of Delaware
Secretary of State
Division of Corporations
Delivered 08:39 AM 01/05/2017
FILED 08:39 AM 01/05/2017
DE 1417007220 - File Number 0172004

**CERTIFICATE OF FORMATION
OF
MURPHY'S BOWL LLC**

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

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

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


Emmanuel G. Papapoulos
Authorized Person (SEAL)

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

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

COMPANY:

MURPHY'S BOWL LLC

By: 

Greg A. Yaris
Manager

INITIAL MEMBER:

By: 

Steven A. Bellizer
Individually, as manager of his separate property, and as the Sole Member

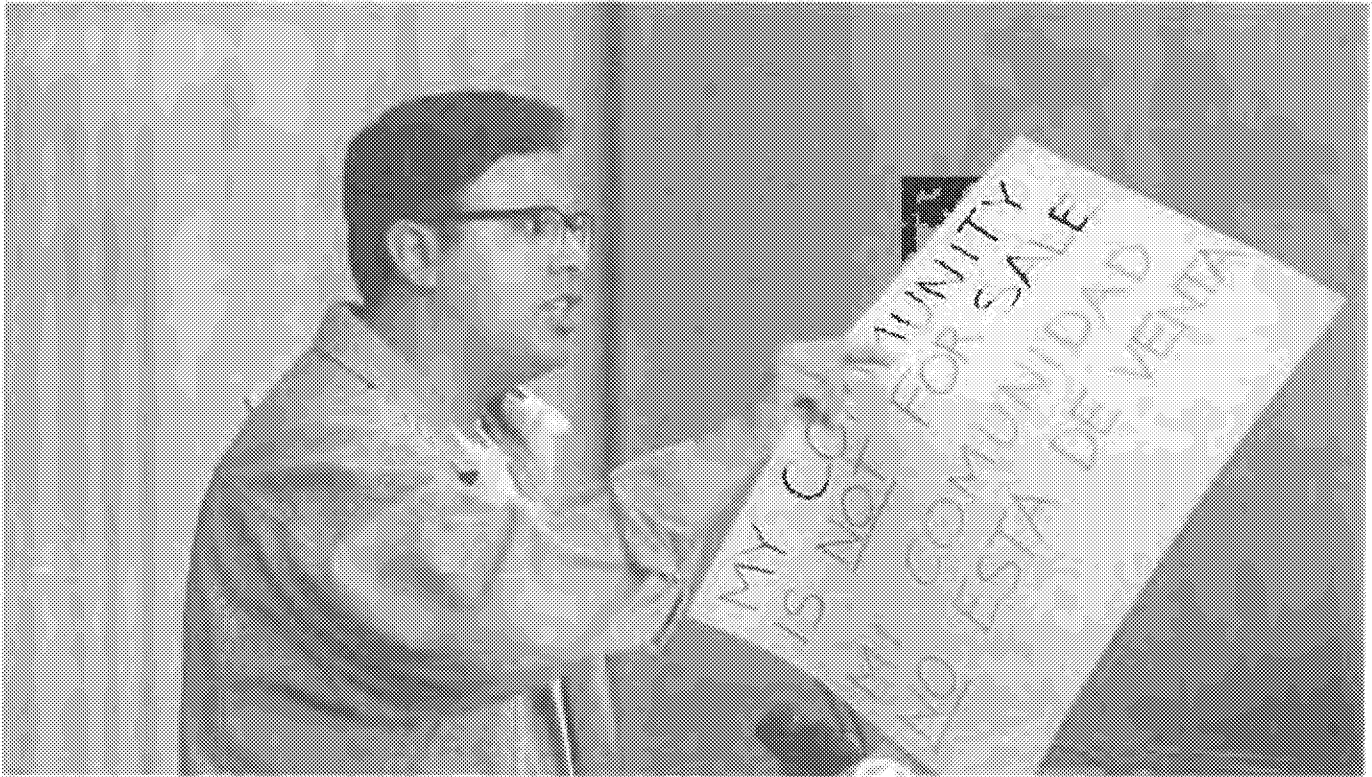
INITIAL MANAGER:

By: 

Greg A. Yaris
Manager

ENCLOSURE 4

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



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



By Nathan Fenno

AUGUST 13, 2017, 6:00 AM

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

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

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

The family's gold mine could face a bulldozer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A Clippers spokesman declined comment about the project or opposition.

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

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

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

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

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

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ALSO

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

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

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



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



By Nathan Fenno

AUGUST 14, 2017, 6:25 PM

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

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

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

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

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

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

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

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

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

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

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

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

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

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on for why the residential areas were
range, 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."

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ALSO

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

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

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.

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This article is related to: Roger Goodell

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ENCLOSURE 5



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

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

SCOTT K. GOODWIN • Director

November 12, 2013

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

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

Dear Honorable Members of the Council,

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

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

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Los Angeles, CA 90012
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Fax: (213) 620-9648

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

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

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

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

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

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

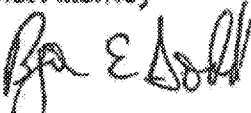
It must also be noted that even if Mr. Teixeira's comments had strayed off topic, exclusion was still unjustified. The appropriate response would have been to interrupt the comments and instruct Mr. Teixeira to leave the podium and be seated. Nothing of his conduct was disruptive. When he was told that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

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

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

Truly yours,

JACKIE LACEY
District Attorney

By 

BJORN DODD
Deputy District Attorney

cc: Cal Saunders

Enclosure 2

Documents Show How Inglewood Clippers Arena Deal Stayed Secret

March 15, 2018



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

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

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

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

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

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

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

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

Carstens sought documents, including emails, related to the agreement. The city had argued the emails were protected by attorney-client privilege. Los Angeles Superior Court Judge Amy Hogua 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 to the complaint.

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

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

Enclosure 3

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

Letter Requesting Investigation of Inglewood Sent to LA County District Attorney

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

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

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

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

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

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

Hello Chris,

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

Royce

Sent from my iPhone

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 2



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

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

SCOTT K. GOODWIN • Director

May 17, 2019

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

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

Dear Members of the City Council,

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

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

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

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



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 MTCO_{2e} from 304,683 MTCO_{2e}, 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.



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



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 criteria 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.

NRDC

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.

NRDC

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.

NRDC

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 foreseeable as results of construction and operation of the Project.

Conclusion

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

Thank you for your consideration.

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

EXHIBIT 4

CALIFORNIA LEGISLATURE

STATE CAPITOL
SACRAMENTO, CALIFORNIA
95814

June 28, 2019

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

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

Director Gordon and Chair Nichols:

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

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

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

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

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

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

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

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

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

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

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

Sincerely,



Assemblymember Al Muratsuchi, 66th District



Assemblymember Laura Friedman, 43rd District



Assemblymember Cristina Garcia, 58th District



Assemblymember Kevin McCarty, 7th District

EXHIBIT 5

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

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



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

By [Jason Henry](#) | jhenry@scng.com and [Mirjam Swanson](#) | mswanson@scng.com | Pasadena Star News

PUBLISHED: March 24, 2020 at 4:58 p.m. | UPDATED: March 24, 2020 at 6:38 p.m.

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

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

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

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

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

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

Traffic concerns

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

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

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

Millions spent on lawsuits

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

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

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

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

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

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

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

Smiling mayor signs settlement

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

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

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

EXHIBIT 6



Veronica T. <vt03398@gmail.com>

Inquiry for March 24, 2020 City Council Hearing

2 messages

Veronica T. <vt03398@gmail.com>

Thu, Apr 9, 2020 at 5:46 PM

To: yhorton@cityofinglewood.org

Dear City Clerk:

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

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

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

I look forward to hearing from you.

Thank you.

Sincerely,
Veronica

Veronica T. <vt03398@gmail.com>

Tue, Apr 14, 2020 at 12:12 PM

To: yhorton@cityofinglewood.org

Dear City Clerk:

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

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

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

Thank you.

Sincerely,
Veronica

EXHIBIT 7



INGLEWOOD, CALIFORNIA

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



Web Sites:

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

*******NOTE FROM THE CITY:** In an effort to take precautionary measures against the communal spread of the Novel Corona Virus (COVID-19), the general public is encouraged to stay home and 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

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 or 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

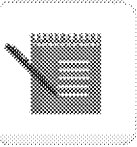
In the event that today's meeting of the City Council is not held, or is concluded prior to a public hearing or other agenda item being considered, the public hearing or non-public hearing agenda item will automatically be continued to the next regularly scheduled City Council meeting. If you will require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

The Silverstein Law Firm, APC

June 30, 2020

**Brown Act Violations; Cure and Correct Demand in
Connection with City Council Meetings on June 9 and June
16, 2020 and Demand to Cease and Desist, Including Under
Govt. Code § 54960.2; IBEC Project SCH 2018021056;
Request to Include this letter in Record for IBEC DEIR**

EXHIBIT 2



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Minutes

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Jun (June) 23, 2020 — Posted Jun (June) 19, 2020 7:05 PM

06-23-20 City Council Agenda

Jun (June) 16, 2020 — Posted Jun (June) 11, 2020 6:45 PM

06-16-20 City Council Agenda

Jun (June) 9, 2020 — Posted Jun (June) 5, 2020 8:28 PM

06-09-20 City Council Agenda

Jun (June) 2, 2020 — Posted May (May) 29, 2020 10:52 AM

06-02-20 City Council Agenda (No Meeting)

May (May) 26, 2020 — Posted May (May) 22, 2020 8:05 PM

05-26-20 City Council Agenda

May (May) 19, 2020 — Posted May (May) 15, 2020 5:40 PM








05-19-20 City Council Agenda

May (May) 12, 2020 — Posted May (May) 9, 2020 1:58 PM

05-12-20 City Council Agenda

May (May) 5, 2020 — Posted May (May) 2, 2020 1:46 PM

05-05-20 City Council Agenda

Agenda	Minutes	Download
<u>Apr (April) 28, 2020</u> — Posted Apr (April) 24, 2020 11:36 AM <i>4-28-20 City Council Agenda (No Meeting)</i>		
<u>Apr (April) 21, 2020</u> — Posted Apr (April) 16, 2020 9:01 PM <i>04-21-20 City Council Agenda</i>		
<u>Apr (April) 14, 2020</u> — Posted Apr (April) 10, 2020 4:58 PM <i>4-14-20 City Council Agenda (No Meeting)</i>		
<u>Apr (April) 7, 2020</u> — Posted Apr (April) 2, 2020 7:23 PM <i>04-07-20 City Council Agenda</i>		
<u>Apr (April) 7, 2020</u> — Posted Apr (April) 6, 2020 2:13 PM <i>04-07-2020 City Council Agenda (Special Meeting)</i>		
<u>Mar (March) 31, 2020</u> — Posted Mar (March) 27, 2020 4:03 PM <i>03-31-20 City Council Agenda (No Meeting)</i>		
<u>Mar (March) 27, 2020</u> — Posted Mar (March) 26, 2020 9:58 AM <i>03-27-2020 City Council Agenda (Special Meeting)</i>		
<u>Mar (March) 24, 2020</u> — Posted Mar (March) 20, 2020 9:36 PM <i>03-24-20 City Council Agenda</i>		
<u>Mar (March) 17, 2020</u> — Posted Mar (March) 13, 2020 8:38 PM <i>03-17-20 City Council Agenda</i>		
<u>Mar (March) 10, 2020</u> — Posted Mar (March) 5, 2020 5:51 PM <i>03-10-20 City Council Agenda</i>		
<u>Mar (March) 4, 2020</u> — Posted Mar (March) 4, 2020 2:14 PM <i>03-04-2020 City Council Agenda (Special Meeting)</i>		
<u>Mar (March) 3, 2020</u> — Posted Feb (February) 28, 2020 5:15 PM <i>03-3-2020 City Council Agenda (No Meeting)</i>		
<u>Feb (February) 25, 2020</u> — Posted Feb (February) 21, 2020 11:32 AM <i>02-25-20 City Council Agenda</i>		
<u>Feb (February) 18, 2020</u> — Posted Feb (February) 14, 2020 6:41 PM <i>02-18-2020 City Council Agenda (No Meeting)</i>		
<u>Feb (February) 11, 2020</u> — Posted Feb (February) 6, 2020 8:13 PM <i>02-11-20 City Council Agenda</i>		
<u>Feb (February) 4, 2020</u> — Posted Jan (January) 31, 2020 6:19 PM <i>02-04-20 City Council Agenda</i>		
<u>Jan (January) 28, 2020</u> — Posted Jan (January) 23, 2020 7:37 PM <i>01-28-20 City Council Agenda</i>		
<u>Jan (January) 21, 2020</u> — Posted Jan (January) 17, 2020 5:16 PM <i>01-21-2020 City Council Agenda (No Meeting)</i>		
<u>Jan (January) 14, 2020</u> — Posted Jan (January) 9, 2020 10:05 PM		

Agenda

Minutes

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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)



Inglewood CA

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INGLEWOOD, CALIFORNIA

Tuesday, June 9, 2020
1:00 PM



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 1-877-369-5243 or 1-617-668-3633 (Access Code 0995996##). The conference begins at 1:30 p.m., Pacific Time on June 9, 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@cityofinglewood.org no later than 10:00 AM on the day of the scheduled meeting.

AGENDA

CITY COUNCIL/SUCCESSOR AGENCY/HOUSING 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 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).

CS-2.

Closed session – Confidential – Attorney/Client Privileged; City Council Conference with Legal Counsel - Anticipated Litigation Pursuant to Government Code Section 54956.9(d)(2); Workers Compensation Claim of Michael Bolliger: Claim Nos. 19-140170; ADJ No. 11428958.

CS-3.

Closed session – Confidential – Attorney/Client Privileged; Conference with Legal Counsel regarding Pending Litigation Pursuant to Government Code Section 54956.9(d)(1); Name of Case: Lloyd Joseph Collins, et al v. City of Inglewood, et al.; USDC Case No. 2:19-cv-04134 FMO-JC.

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 on any item on today’s agendas, other than the public hearings, 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

PUBLIC HEARINGS

PH-1. ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

Public hearing to consider the adoption of a resolution affirming Categorical Exemption EA -CE-2020-036 and approving General Plan Amendment 2020-001 (GPA 2020-001) to adopt an Environmental Justice Element for the Inglewood General Plan.

Documents:

PH-1.PDF

PH-2. ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

Staff report to consider the adoption of a resolution affirming Categorical Exemption EA-CE-2020-037, and approving General Plan Amendment GPA 2020-002 to amend the Land Use Element of the Inglewood General Plan to clarify existing population density and building intensity allowances for all land use designations.

Documents:

PH-2.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 Claim filed pursuant to Government Code Section 913:

- 1) Jane Doe for alleged personal injury on September 20, 2019.
- 2) Veronica Mackey for alleged personal injury on September 13, 2019.
- 3) Maria Menjivar for alleged personal injury on September 2, 2019.
- 4) R.H. &T for alleged property damage on September 5, 2019.

3. HOUSING PROTECTION DEPARTMENT

Staff report recommending the approval of a three-year cooperative purchase agreement with 3Di, Inc. (with the option to extend three additional years in one-year increments), for the development of a centralized data management system, and related equipment and maintenance that will support the services and activities of the Housing Protection Department. (General Fund)

Documents:

3.PDF

4. PARKS, RECREATION & COMMUNITY SERVICES DEPARTMENT

Staff report recommending approval to purchase three (3) Elderly Nutrition Program replacement Delivery Vehicles from 72 Hours, LLC doing business as "National Auto Fleet Group" using the terms, conditions, and pricing in National Auto Fleet Group/Sourcewell Contract No. 120716. (General Fund)

Documents:

4.PDF

DEPARTMENTAL REPORTS

DR-1. FINANCE DEPARTMENT

Staff report presenting the Fiscal Year 2019-2020 Midyear Budget Review Report.

Documents:

DR-1.PDF

DR-2. PUBLIC WORKS DEPARTMENT

Staff report recommending adoption of a resolution authorizing the submission of an application to the Local Agency Formation Commission for the County of Los Angeles.

Documents:

DR-2.PDF

ORDINANCES

O-1. PUBLIC WORKS DEPARTMENT

Staff report recommending the introduction of an Ordinance amending Chapter 3 of the Inglewood Municipal Code (IMC) to implement a Citywide Permit Parking Districts Program.

Documents:

O-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

CSA-1, 1 & H-1.

Warrant Registers.

Documents:

1, CSA-1, H-1.PDF

ADJOURNMENT INGLEWOOD SUCCESSOR AGENCY

INGLEWOOD HOUSING AUTHORITY

H-1, 1 & CSA-1.

Warrant Registers.

Documents:

1, CSA-1, H-1.PDF

H-2. SECTION 8. HOUSING & CDBG DEPARTMENT

Staff report recommending the adoption of a resolution updating the Administrative Plan for the Housing

Choice Voucher Program and the opening of the waiting list for Section 8.

Documents:

H-2.PDF

H-3. SECTION 8, HOUSING & CDBG DEPARTMENT

Staff report recommending the adoption of a resolution to accept Federal funding from the Department of Housing and Urban Development (HUD) for the Section 8 Housing Choice Voucher Program under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).

Documents:

H-3.PDF

ADJOURNMENT INGLEWOOD HOUSING AUTHORITY

APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

PUBLIC COMMENTS REGARDING OTHER MATTERS

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ADJOURNMENT CITY COUNCIL

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The Silverstein Law Firm, APC

June 30, 2020

**Brown Act Violations; Cure and Correct Demand in
Connection with City Council Meetings on June 9 and June
16, 2020 and Demand to Cease and Desist, Including Under
Govt. Code § 54960.2; IBEC Project SCH 2018021056;
Request to Include this letter in Record for IBEC DEIR**

EXHIBIT 3

From: Veronica Lebron
To: yhorton@cityofinglewood.org; aphilips@cityofinglewood.org; mwilcox@cityofinglewood.org
CC: Robert Silverstein; Naira Soghbatyan; Esther Kornfeld
Date: 6/9/2020 2:39 PM
Subject: Deprived of Public Participation during June 9, 2020 City Council Meeting

Dear City Clerk, Mayor and City Council Members:

We have repeatedly attempted to call the City at the telephone number indicated on the City Council Agenda for June 9, 2020.

However, we have continuously received an auto response that the access code was not recognized. Please see attached the video of our failed attempts to call today.

Let the record reflect that we have been deprived of the possibility to submit a public comment during the meeting, in violation of the Brown Act.

We have also watched the meeting and obtained a new code 0833144#. However, we were unable to connect and participate in the meeting, other than in "listening mode" and we were not provided the opportunity to speak despite dialing the available mode of raising the hand.

Please include this correspondence in the administrative record of both General Plan Amendments before you today, as well as the administrative record for the IBEC DEIR.

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: Naira Soghatyan
To: yhorton@cityofinglewood.org; Mindala Wilcox
CC: Robert Silverstein; Veronica Lebron
Date: 6/16/2020 7:25 PM
Subject: Request for Clarification and Decision/Documents re June 16, 2020 CC Agenda Item Nos. SPH-2 and SPH-3.

Dear Ms. Horton and Ms. Wilcox:

Please include this letter in the administrative record of the IBEC Project (SCH 2018021056).

I have watched the relatively short City Council hearing on June 16, 2020.

I heard staff requesting that the PH-1 and PH-2 items (General Plan amendments) - which were considered and approved on June 9, 2020 - "be rescinded" and reconsidered as "new items" on June 30, 2020. However, I did not see any motion or vote taken on the staff's request to rescind, beyond the Mayor's own single statement that Items SPH-2 and SPH-3 re General Plan Amendments will be set for a hearing on June 30, 2020.

Please forward us any official decision/document regarding Item Nos. SPH-2 and/or SPH-3, if any, including but not limited to Council action(s) taken on those items and anything indicating whether the General Plan amendments and respective CEQA exemptions approved on June 9, 2020 were indeed rescinded, as staff recommended.

Thank you.

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

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=====

From: Naira Soghatyan
To: aPhillips@cityofinglewood.org; Mindala Wilcox; yhorton@cityofinglewood.org
CC: Robert Silverstein; Veronica Lebron; Esther Kornfeld
Date: 6/16/2020 2:42 PM
Subject: Brown Act Violation on June 9, 2020; Comments to June 16, 2020 CC Agenda Item Nos. SPH-2 and SPH-3; and Objection to June 16, 2020 CC Agenda Item No. O-1
Attachments: June 9 2020 City Council Hearing FB Comments.pdf

Dear Mayor, City Council and City officials

Please include this letter in the administrative record of the IBEC Project SCH SCH 2018021056.

This letter is in response to the City's communication we received yesterday, June 15, 2020, June 16, 2020 City Council Hearing Agenda items SPH-2 and SPH-3 that the June 15, 2020 relates to, as well as an objection to the June 16, 2020 City Council Hearing Agenda Item O-1 related to the Adoption of the Citywide Permit Parking Districts Program and related Ordinance.

1. Deprivation of Public Right to Address Decisionmakers under Govt. Code Sections 54954(b)(3) and 54954.3

It is a fact that the Agenda of June 9, 2020 had provided an incorrect access code, which was the only way the public could directly address the decisionmakers, distinct from their right to also contact the City in writing. It is also a fact that we and the public attempted to contact the City at the incorrect access code provided on the agenda. The City violated the Brown Act's requirements to provide a correct advance agenda notice of the access code, as well as to provide uninterrupted and reasonable opportunity for the public to contact the City even upon the late correction access code, in violation of Govt. Code Sections 54954(b)(3) and 54954.3. These statutory requirements are also consistent with the COVID-19 Executive Order N-29-20, which solely waives the physical presence requirements and yet mandates both notice and accessibility of all public meetings.

In view of our and others' failed attempts to address the decisionmakers on June 9, 2020, we have requested special assurances and special accommodations to ensure that we and the public can be heard and can exercise our statutory right under the Brown Act at both June 17, 2020 Planning Commission Hearing and at any other public meeting. Our statements that over 100 people were deprived of the opportunity to address the decisionmakers on June 9, 2020 are supported by over 100 comments people left on Facebook in real time - during the very June 9, 2020 meeting - asking for an opportunity to speak and complaining of the technical difficulties to hear others' speeches.

Attached hereto is a printout of all the real time correspondence by the public, as well as the City's acknowledgment of the problem during the June 9, 2020 meeting. The list of comments arguably does not include the people who had attempted to call and yet were unable to view the meeting on Facebook either to learn about the corrected code or to leave comments on Facebook - all due to the lack of access to computer/internet or lack of computer skills.

We also note that for those who had been calling the City on June 9, 2020 - even with the City's late-corrected access code - were still deprived of the opportunity to speak because the instructions given at the meeting to dial # and then again # "to raise your hand" to make a comment were incorrect, as the "raise your hand" command given on the phone was "#2.". The incorrect instructions with the dial code were provided by staff orally during the hearing and were provided in writing on Facebook in real-time communications from the City.

We and the public request assurances and special accommodations to ensure that the City's teleconferencing is supported by an advance agenda, with a correct telephone and access code, printed in the same large print as the rest of the agenda, and free of any interruptions, background or static noises or other technical disturbances.

2. Re-Consideration of SPH-2 and SPH-3 and Recirculation of the IBEC DEIR.

In view of the undisputed technical problems with teleconferencing and the City's Brown Act violations to provide due notice and accessibility to the June 9, 2020 meetings, we support the reconsideration of the items upon accurate timely notice of the new hearing provided for the consideration of the General Plan Amendments in Items SPH-2 and SPH-3.

We also reiterate our claim that the General Plan Amendments will further the IBEC Project, are part of the latter, and must be considered in the IBEC Project EIR and together with all IBEC Project approvals.

The General Plan amendments were proposed on April 1, 2020, when Notices of Exemption for both General Plan amendments were posted online. This was long after March 24, 2020, when the public review period for the IBEC DEIR closed. Since no analysis of the later-advanced General Plan amendments of density/intensity modifications in the Land Use element and new Environmental Justice element (and their impacts) occurred in the IBEC DEIR, the noted General Plan amendments constitute a significant change and mandate that the DEIR be recirculated to provide the respective analysis under CEQA Guidelines Sec. 15088.5(a).

We therefore request not only the reconsideration of the General Plan amendments to ensure proper public participation, but also the recirculation of the IBEC Project DEIR, to include the analysis of the General Plan Amendments and their impacts therein.

3. Objections to the Adoption of the Ordinance re Citywide Permit Parking Districts Program, Agenda Item No. O-1.

We object to the City's adoption of the Ordinance re Citywide Permit Parking Districts Program as it is in violation of CEQA's piecemealing prohibition.

The proposal to introduce citywide parking district changes was brought up after the IBEC DEIR public comment period closed on March 24, 2020. The language of the Ordinance itself mentions that the Ordinance and the proposed changes are interrelated with the IBEC Project and are to address the parking issues associated with the foreseeable events upon the implementation and operation of the IBEC Project. Yet, the IBEC DEIR does not mention the sweeping citywide parking regulation changes, which will significantly limit public right to park on residential streets. To the contrary, the IBEC DEIR claimed that the Project would reduce traffic by 15% due to the Project's proximity to Metro and shuttle services.

We therefore object to the City's adoption of the Citywide Permit Parking Districts Program and the associated Ordinance under Agenda Item No. O-1 because of piecemealing from the IBEC Project, and request that the analysis of the impacts of the parking ordinance be included in the IBEC Project DEIR. We also request that the IBEC Project DEIR be recirculated under CEQA Guidelines Sec. 15088.5(a), to address the significant change related to the changes in the parking regulations to further the IBEC Project.

Thank you. .

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=====
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06-09-20 City Council Meeting



City of Inglewood Government was live.

June 9 at 1:51 PM ·

Inglewood City Council Meeting of 06-09-20

2.1K Views

5 Likes145 Comments10 Shares

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Newest

Ericka Chancellor, Candace Hardy, Sentoria Green and 2 others like this.
10 Shares

Comments

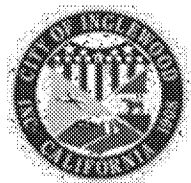


City of Inglewood Government · 1:46 Today's City Council Agenda:

<https://www.cityofinglewood.org/.../Agenda/06092020-3105...>

Manage

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



cityofinglewood.org

Agenda - 06/09/2020

Web Sites: www.cityofinglewood.org www.ci...

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

2d · Edited



Cal Kelly · 5:13 The access code for the public call in isn't working.

Manage

2d



Cal Kelly · 5:21 do you have one that we can use to dial in?

Manage

2d



Trisha Sanchez · 6:18 Good Afternoon everyone

Manage

2d



April Hooper · 8:30 I cannot get in with the access code either. I would like to leave a comment against amending the general plan affecting the density rate. I think it is PH2. Please also explain the implications of the plan.

Manage

2d



Marvin Mccoy · 8:43 Well surprise!! Surprise

Manage

2d



Denise Gonzales · 11:21 Maybe you have access when it actually starts. Make sure you screen shot your concerns or issues with phoning in. We need to let them know if their system is not working.

Manage

2d



April Hooper · 13:34 Where do we leave public comments? My comment was not read to the council!

[Manage](#)

[2d](#)



Cal Kelly · 13:44 We can't get into the phone lines!!

[Manage](#)

[2d](#)



2UrbanGirls · 14:18 Residents complaining the numbers provided in the public hearing notice didn't work

[Manage](#)

[2d](#)



Fabio Silva · 14:10 No attendees on queue?

[Manage](#)

[2d](#)



Lynn Wallace · 6:25 The access # does not work. There is no way to call in.

[Manage](#)

[2d](#)



Fabio Silva · 15:39 Anyone near city hall and can join meeting to let them know call in numbers don't work?

[Manage](#)

[2d](#)



Janell Carla Williams · 16:07 [City of Inglewood Government](#) please advise the residents in the chat who indicated an inability to get in and advise the meeting. They have every right to be heard and the technical difficulties need to be addressed quickly

[Manage](#)

[2d](#)

Louis Ettiene Robert Keene · 16:08 Following

Manage

2d



City of Inglewood Government · 16:13 Members of the public can participate telephonically to submit public comments on agenda items, public hearings, and/or City business by dialing 1-877-369-5243 or 1-617-668-3633 (Access Code 0995996##).

Manage

2d



Cal Kelly · 16:08 exactly Denise!

Manage

2d



Denise Gonzales · 16:05 They should have someone monitoring the FB page

Manage

2d



City of Inglewood Government · 16:55 We do, and we are. :-)

Manage

2d



Fabio Silva · 16:41 They ignore FB comments.

Manage

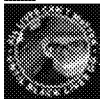
2d



City of Inglewood Government · 17:11 We do not. :-)

Manage

2d



Fabio Silva · 17:30 Pound sign has to be pressed twice?

Manage

2d



Cal Kelly · 17:32 I've done that several times and I'm still not able to dial in

[Manage](#)

2d



Cal Kelly · 17:38 the access code doesn't work

[Manage](#)

2d



Fabio Silva · 18:01 18773695243

[Manage](#)

2d



Lynn Wallace · 18:21 The access code does not work

[Manage](#)

2d



April Hooper · 18:20 Those are the numbers I called. They don't work

[Manage](#)

2d



Trisha Sanchez · 18:50 Thank you Mayor

[Manage](#)

2d



Janell Carla Williams · 18:57 that access code comes up as invalid, [City of Inglewood Government](#) please try calling this does not work

[Manage](#)

2d



Fabio Silva · 19:15 18773695242 code 0833144#

[Manage](#)

2d



2UrbanGirls · 19:24 0995996 access code does NOT work!

[Manage](#)

2d



2UrbanGirls · 19:59 You see how the City Clerk intentionally gave out the incorrect access code?

Manage

2d



Cal Kelly · 19:44 okay, thank you

Manage

2d



Cal Kelly · 19:46 that worked for me

Manage

2d



Fabio Silva · 22:49 Where do the two #s come fro? We're first told one # and now it is two #s. What is it?

Manage

2d



City of Inglewood Government · 23:53 Press # then wait a second, and press # again.

Manage

2d



Amanda Charlotte Rollins · 25:57 What is the phone number and code for? Is that to call in?

Manage

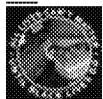
2d



2UrbanGirls · 28:18 It's only one # sign

Manage

2d



Fabio Silva · 28:16 Did the code change yet again?

Manage

2d



Amanda Charlotte Rollins · 25:07 I live in Inglewood, never logged into one of these before, are these just city goals?

[Manage](#)

2d



Alexis Sarahi Aceves · 0:46 Amanda Charlotte Rollins welcome 🙏 hope you keep coming. It's needed for more residents to join and be heard.

[Manage](#)

2d



Fabio Silva · 28:58 Why is this such a mess? Please provide us, definitively, what the call-in numbers are and the complete codes for each number.

[Manage](#)

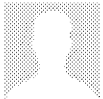
2d



2UrbanGirls · 29:18 Morales just made a motion to move and adopt PH1, PH2 & 3

[Manage](#)

2d



Gilbert Mathieu · 30:13 THAT IS B S MAYOR BUTTS CODE CHANGED MAN UP U BEING PLAYED

[Manage](#)

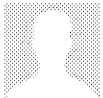
2d



2UrbanGirls · 30:58 Is he gonna say what the changes are on pages 2-5 and 8-9?

[Manage](#)

2d



Gilbert Mathieu · 32:41 MAKE SURE HAVE MID YEAR SUDGET ORALLYO RECIEVE AND FILE

[Manage](#)

2d



Denise Gonzales · 33:45 Do we really want dense development considering the recent pandemic. There is a reason so many people died in New York.

[Manage](#)

[2d](#)



Cal Kelly · 34:59 3.02 people per unit seems reasonable, but, how are we defining a unit?

[Manage](#)

[2d](#)



Cal Kelly · 35:13 Obviously 3 people in a studio isn't great

[Manage](#)

[2d](#)



Fabio Silva · 32:31 Cit of Inglewood Government: Please provide us, definitively, what the call-in numbers are and the complete codes for each number.

[Manage](#)

[2d](#)



Janell Carla Williams · 35:31 [City of Inglewood Government](#) can you please post and pin the current numbers to eliminate any additional confusion and ensure all have a chance to voice their thoughts.

[Manage](#)

[2d](#)



Amanda Charlotte Rollins · 36:22 this is what i heard them say last but who really know... (877)369-5243 - 0833144 # then # again

[Manage](#)

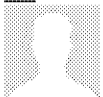
[2d](#) · [Edited](#)



Reina Rose · 36:34 Would someone pls post a working access code??

[Manage](#)

[2d](#)



Gilbert Mathieu · 36:46 MAYOR THE COMMUNITY IS WITH YOU/ WE ARE BETTER CITY THAN MOST/WE WILL THRIVE/SURVIVE GIL

[Manage](#)

2d



Janell Carla Williams · 37:01 8773695423 - code 0833144# #

[Manage](#)

2d



Trisha Sanchez · 36:56 Thank You Mayor again

[Manage](#)

2d



Fabio Silva · 37:24 1-877-369-5243, code 0833144, then press #, then press # again.

[Manage](#)

2d



Fabio Silva · 38:46 City of Inglewood: Why is Mayor Butts refusing to listen? He clearly has no interest in listening to any public comment, and there are in fact obstacles to participation.

[Manage](#)

2d



Denise Gonzales · 39:14 This is not a questions and answers forum

[Manage](#)

2d



Trisha Sanchez · 39:36 Yes!

[Manage](#)

2d



Reina Rose · 39:41 Thank you for code.

[Manage](#)

2d



LaWanda Morris · 39:50 was there a questions and answer forum?

[Manage](#)

[2d](#)



Denise Gonzales · 40:18 Who knows

[Manage](#)

[2d](#)



Trisha Sanchez · 40:39 Thank you for allowing Clarification from FB Comments

[Manage](#)

[2d](#)

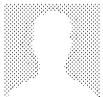


Fabio Silva · 35:41 Cit of Inglewood Government: Please provide us, definitively, what the call-in numbers are and the complete codes for each number. We heard again that it is 877-369-5243, with code 0833144, but Butts gave a different code.

[Manage](#)

[2d](#)

[1 Reply](#)



Gilbert Mathieu · 41:42 butts DO NOT GET IN THE B S NEED BETTER HOOK UP THRU SPECTRUM U BEING A TARGET

[Manage](#)

[2d](#)



2UrbanGirls · 41:58 Thank you for answering my question

[Manage](#)

[2d](#)



April Hooper · 42:05 The phone operator muted me so my comment was not heard

[Manage](#)

[2d](#)



Fabio Silva · 43:01 Public comment period should be kept open given the numerous difficulties faced for call-ins.

[Manage](#)

[2d](#)

[1 Reply](#)



Cal Kelly · 44:17 And no one else was able to speak on the call?

[Manage](#)

[2d](#)



Fabio Silva · 46:39 one person got through. Mayor Butts told her that her call wasn't timely. A second call got through, and he told her that she can't ask questions. She didn't have a comment, so call ended.

[Manage](#)

[2d](#)



Trisha Sanchez · 35:21 When she called her conversation was all broken up ! I couldn't understand what she saying ? It was definitely unclear. Mayor did tell her to call back ☐♀☐

[Manage](#)

[2d](#)



[City of Inglewood Government](#) · 49:39 Please utilize the City Council Meeting Agenda link in the comment section that was provided at the beginning of the meeting. It will redirect you to the agenda which contains the call in number (in this case it was incorrect) as well as the email if you wish to submit comments via email. That email is yhorton@cityofinglewood.org

[Manage](#)

[2d](#)



[City of Inglewood Government](#) · 50:37 All of this information is provided prior to the start of the meeting. If you prefer to have this information distributed earlier, send an email to yhorton@cityofinglewood.org and make your request heard.

[Manage](#)

[2d](#)



Trisha Sanchez · 37:50 Definitely a Process

[Manage](#)

[2d](#)



Cal Kelly · 43:43 wait, did they consider the public comment sent in via email? I didn't hear anything about that and my wife sent something in on Sunday

[Manage](#)

2d



Fabio Silva · 44:33 They made no mention of any emails.

[Manage](#)

2d



Marvin Mccoy · 44:33 They should

[Manage](#)

2d



City of Inglewood Government · 53:04 yhorton@cityofinglewood.org is the email to submit comments and questions. Did your wife use that email?

[Manage](#)

2d



Cal Kelly · 51:01 I was the one that called in with the question and was told that this wasn't the space for Q&A. I could barely speak because the feedback on the call was so distracting, no wonder none of you could hear me.

[Manage](#)

2d



City of Inglewood Government · 51:27 Were you watching the meeting and talking at the same time?

[Manage](#)

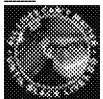
2d



Trisha Sanchez · 39:46 Good question!

[Manage](#)

2d



Fabio Silva · 54:04 Public commentators are admonished for not having their masks on. But Mayor Butts is exempt?

[Manage](#)

2d



Cal Kelly · 52:23 City Of Inglewood: My wife emailed both Yvonne and APhillips prior to the meeting. I'm unclear if her comments were considered and what the outcome of the General Plan ammendment was b/c the phone line went silent and when it was active again they'd moved on.

[Manage](#)

2d



City of Inglewood Government · 55:17 Did you use this email yhorton@cityofinglewood.org ?

[Manage](#)

2d



Cal Kelly · 56:12 Yes, they were sent to that email on Sunday along with aphillips@cityofinglewood.org

[Manage](#)

2d



Denise Gonzales · 56:11 Cal Kelly you voice was definitely distorted. We could not make out what you were saying.

[Manage](#)

2d



Cal Kelly · 56:22 these were the emails provided in the public hearing agenda

[Manage](#)

2d



Fabio Silva · 57:29 Could you paste content of emails in comments on this live feed?

[Manage](#)

2d



Cal Kelly · 54:19 Re: your question, yes, she did use that email. Also, re: your other question, I have the live stream happening on my computer and the volume all the way down. I'm using my phone for audio. I heard a lot of feedback anyway on the phone line with another resident dialed in so I think there is an issue with the service.

[Manage](#)

2d



Trisha Sanchez · 41:36 Could be !

[Manage](#)

2d



April Hooper · 56:14 I agree with Cal. I was the one who got through the first time and the echo was so bad I couldn't think. I did not have the sound up. Then I couldn't speak on the hearing that I wanted to speak on because the operator kept telling me to unmute my phone. It was unmuted. I checked. It was on their end.

[Manage](#)

2d



City of Inglewood Government · 59:54 Thanks for the feedback. We are going to look into the issue and see what happened.

[Manage](#)

2d



Trisha Sanchez · 47:57 Thank You for following through with the calls and emails.

[Manage](#)

2d



City of Inglewood Government · 54:05 CALL IN NUMBER- (877)369-5243
ACCESS CODE =0833144

[Manage](#)

2d



Gilbert Mathieu · 1:05:06 DO NOT recognize code/dump facebook/ go to SPECTRUM
MAYOR BUTTS U ARE BEING PLAYED/THESE ARE SHARKS/HAVE COMMENTS
CALL 323 854 0114 WILL TALK THRU YO MIKE OR PHONE/ GIL

[Manage](#)

2d



Cal Kelly · 1:07:15 okay, thank you!

[Manage](#)

2d



Cal Kelly · 57:46 Sounds like April had the same issue earlier when she spoke and then further issue when trying to comment at the Gen. Plan discussion. There is clearly an issue with the phone service.

[Manage](#)

2d



Fabio Silva · 59:36 I'm much more skeptical. Would not be surprised if Council purposely use weak VOIP telephone lines, in order to frustrate callers.

[Manage](#)

2d



[City of Inglewood Government](#) · 1:07:59 Fabio Silva ? Please stop. That is not true. This is a new process considering the COVID pandemic, we are trying our best to navigate. Please continue to call in or submit questions via email.

[Manage](#)

2d



[2UrbanGirls](#) · 1:08:57 Here is where you get taxed for the people mover

[Manage](#)

2d



[2UrbanGirls](#) · 1:09:04 Approved unanimously

[Manage](#)

2d



Cal Kelly · 1:09:12 yes, thank you very much

[Manage](#)

2d



Cal Kelly · 1:01:27 City of Inglewood: Thank you. Is it possible to have the council address whether/not they've reviewed public comments emailed for the General Plan before the end of the meeting? Also, were the changes approved?

[Manage](#)

2d



[City of Inglewood Government](#) · 1:05:17 We will submit this comment to the Council. Can not guarantee they will address.

[Manage](#)

[2d](#)



[City of Inglewood Government](#) · 1:08:27 He just addressed your question.

[Manage](#)

[2d](#)



[City of Inglewood Government](#) · 1:08:37 Did that provide clarity?

[Manage](#)

[2d](#)



Trisha Sanchez · 53:37 Yes !! Mayor asked again and clarified public Comments and emails

[Manage](#)

[2d](#) · [Edited](#)



Fabio Silva · 1:12:38 They better get it right the first time. The cost of replacing signs is not cheap.

[Manage](#)

[2d](#)



Denise Gonzales · 58:47 Is this the first FB live? Just wondering what previous experiences have been. This is my first time.

[Manage](#)

[2d](#)



[City of Inglewood Government](#) · 1:12:56 This is not. We hold FB Live Council meetings regularly. However, incorporating the call in functionality is new and we are working through the technical issues.

[Manage](#)

[2d](#)



Marie De Luna Marcial · 1:15:31 Woo! \$400k! What position?

[Manage](#)

2d



Fabio Silva · 1:16:18 I love this woman. She shows up! She calls people out! She holds their feet to the fire! She is an example of Democracy that most of us (including myself) are too lazy to do.

[Manage](#)

2d



Marie De Luna Marcial · 40:04 Fabio Silva who is she?

[Manage](#)

2d



Sonya Stoneham · 1:16:59 She from that old school. I love it too

[Manage](#)

2d

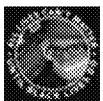


Trisha Sanchez · 1:16:48 She Complains too much !!

[Manage](#)

2d

[1 Reply](#)



Fabio Silva · 1:17:29 I don't know. I want her name on a t-shirt. MS. BROWN!!

[Manage](#)

2d



Sonya Stoneham · 1:18:07 Me too

[Manage](#)

2d



Trisha Sanchez · 1:17:20 Maria the Treasurer time for her go !!!!!

[Manage](#)

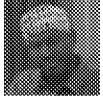
2d



Marie De Luna Marcial · 41:34 Trisha Sanchez not sure what you are saying. Can you clarify?

[Manage](#)

2d



Marvin Mccoy · 1:18:52 What a hell of a meeting

[Manage](#)

2d



Fabio Silva · 1:19:55 Nobody queued up because council is using cans and string for call-ins.

[Manage](#)

2d

[1 Reply](#)



Trisha Sanchez · 1:19:08 Thanked God City treasurer Get off the Podium!

[Manage](#)

2d



Marvin Mccoy · 1:21:25 You work for the city

[Manage](#)

2d



Victoria Preciado · 1:21:35 Congratulations Malik! Soooo proud of you!

[Manage](#)

2d



Trisha Sanchez · 1:21:36 Congratulations 🎉🎊

[Manage](#)

2d



Sonya Stoneham · 1:24:35 Thank you

[Manage](#)

2d



Sonya Stoneham · 1:25:14 Yes please.

[Manage](#)

[2d](#)



Denise Gonzales · 1:23:27 Peggy Aldridge they have been cutting off her speaking time for the past few months. So wrong. It's good citizens can see this online.

[Manage](#)

[2d](#)



Marie De Luna Marcial · 48:36 Denise Gonzales if they only give her three minutes, people should support and line up right behind her and continue the speak.

[Manage](#)

[2d](#)



Denise Gonzales · 1:25:59 I agree. This is about the City's finances. They fail to be transparent.

[Manage](#)

[2d](#)



Denise Gonzales · 1:24:23 It's out there Marie. You just have to read the articles.

[Manage](#)

[2d](#)



Marie De Luna Marcial · 50:02 Denise Gonzales when those articles come out, I likely miss them, please send them my way, so I can catch up.

[Manage](#)

[2d](#)



Denise Gonzales · 1:22:03 Someone needs to hold this city financial accountable.

[Manage](#)

[2d](#)



Marie De Luna Marcial · 47:04 Denise Gonzales I'd like to hear more.

[Manage](#)

[2d](#)



April Hooper · 1:27:02 2UrbanGirls has written about the disputes between them.

[Manage](#)

2d

[View more replies](#)



Denise Gonzales · 1:28:39 Un-silence Wanda Brown

[Manage](#)

2d



Denise Gonzales · 1:29:59 Ultimately you have the power to change the fireworks situation.

[Manage](#)

2d



LaWanda Morris · 1:30:13 We all need to take a closer look at Inglewood Finances.

[Manage](#)

2d



LaWanda Morris · 1:30:36 I'll be searching the website for published information

[Manage](#)

2d



Candace Hardy · 1:24:31 When will we start hiring for Sifi Stadium

[Manage](#)

2d



City of Inglewood Government · 1:26:28 Hiring is happening already.

<http://lastadiumathp.com/opportunities/>

[Manage](#)

[SoFi Stadium and Hollywood Park](#)

lastadiumathp.com

[Opportunities | SoFi Stadium...](#)

SoFi Stadium and Hollywood Park

2d



Candace Hardy · 0:16 Thank you

Manage

2d



Fabio Silva · 1:30:48 Did anyone catch that firework number?

Manage

2d

1 Reply



Marvin Mccoy · 1:31:50 He's the Mayor's puppet

Manage

2d



Marvin Mccoy · 1:32:04 As is the council

Manage

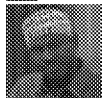
2d



Marvin Mccoy · 1:32:58 This Mayor is extra

Manage

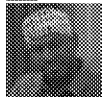
2d



Marvin Mccoy · 1:33:13 Get to the Treasurer report

Manage

2d



Marvin Mccoy · 1:33:24 Always self glorifying

Manage

2d



Marie De Luna Marcial · 1:32:30 Are there no women on the council?

[Manage](#)

[2d](#)



Ana Mendez · 56:21 Omg, that's exactly what I was going to post. This is all macho men.

[Manage](#)

[2d](#)



Denise Gonzales · 1:30:55 Yes Fabio Silva, it was your number and that's why you missed it ;)

[Manage](#)

[2d](#)



Fabio Silva · 1:31:43 I'm switching over to cans and string too, like the city council

[Manage](#)

[2d](#)



Marie De Luna Marcial · 56:46 Fabio Silva

[Manage](#)

[Download this video](#)

[GIPHY](#)

[2d](#)



Denise Gonzales · 1:27:43 April Hooper, yes and Daily Breeze. This does not happen in any other city in So. Cal. So wrong.

[Manage](#)

[2d](#)



Ana Mendez · 58:13 Denise Gonzales, what doesn't happen in any other city?

[Manage](#)

[2d](#)



Amanda Charlotte Rollins · 1:36:53 nobody knows where they are coming from, and it's 2am, no way i am knocking on anybody's door over a firework lol

[Manage](#)

2d



Sonya Stoneham · 1:37:25 So true

[Manage](#)

2d



Fabio Silva · 1:37:31 So, we're supposed to be okay with fireworks because we're all now safe? Is my house safe when a firework lands on my roof?

[Manage](#)

2d



Denise Gonzales · 1:37:43 Trisha, in all fairness the men did not treat Judy well. She definitely had her shortcomings but she at least kept us somewhat informed. I feel like this council does not provide enough transparency - especially when it comes to the future of our city. City Council meetings on a Tuesday at 2:00 is a pretty good example.

[Manage](#)

2d



Amanda Charlotte Rollins · 1:37:58 yea it's scary at first! i have a 3 year old daughter and she is really afraid of them and we have to keep her window open cause it's too hot to sleep

[Manage](#)

2d



Mose Tyler · 1:38:28 A search warrant to go into people's house searching for fireworks are they serious police time could be utilized in a more logical way

[Manage](#)

2d



Fabio Silva · 1:39:11 My neighbors are nasty, and I'm supposed to walk over there and ask them nicely to stop closing off the street and launching fireworks into the sky? This isn't Mayberry Mayor Butts.

[Manage](#)

2d



Denise Gonzales · 1:39:31 About the same salary his old assistant was getting.

[Manage](#)

[2d](#)



Marvin Mccoy · 1:40:53 Are u serious Mayor?

[Manage](#)

[2d](#)



Janell Carla Williams · 1:41:35 This feels highly inappropriate

[Manage](#)

[2d](#)



Fabio Silva · 1:42:02 And in the name of George Floyd!

[Manage](#)

[2d](#)



Amanda Charlotte Rollins · 0:00 welp, glad to have joined you all, my first meeting here, kinda confused but maybe i'll catch on

[Manage](#)

[2d](#)



Ana Mendez · 1:04:20 .

[Manage](#)

[2d](#)



Ana Mendez · 1:40:38 who knows how much money these elected officials make?

[Manage](#)

[2d](#)



Marie De Luna Marcial · 1:04:29 Ana Mendez it should be posted somewhere. It public info. Look it up.

[Manage](#)

[2d](#)



Ana Mendez · 0:00 Marie De Luna Marcial, can you see this post?

[Manage](#)

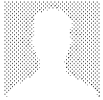
[2d](#)



Venera Johnson · 0:33 What time does or did it start?

[Manage](#)

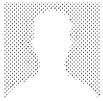
[2d](#)



Gilbert Mathieu · 6:43 TOTAL B S B UTTS AFRAID OF RESIDENTS COMMMENTS

[Manage](#)

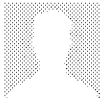
[1d](#)



Gilbert Mathieu · 28:36 GEORGE FLOYD HAD HOMECOMING CELEBRATION TODAY/
WAT DE F*** IS WRONG WIT U?

[Manage](#)

[1d](#)



Gilbert Mathieu · 35:17 WHEN ARE TE LOCAL 3ELECTIONS?

[Manage](#)

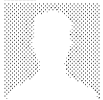
[1d](#)



Alesia Ellis · 1:08 Thank you 😊

[Manage](#)

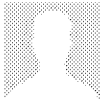
[1d](#)



Gilbert Mathieu · 38:00 IS TRUMP THE OPERATOR FOR PHONE?

[Manage](#)

[1d](#)



Gilbert Mathieu · 45:52 JIMMY U ARE SWIMMING WITH SHARKS/OUT YO LANE BRO/
YOUR ADMINISTRATIVE STAFF WEAK AND WILL BAIL OUT/ 10/4

[Manage](#)

[1d](#)



Cal Kelly · 46:55 City of Inglewood: We have no idea if your council has considered the emails sent about the General Plan Amendments. In fact, I couldn't even hear the end of the discussion re: the General Plan because we are having so many issues with the public phone line provided. I believe others wanted to speak, yet that was not resolved. Please address this before the end of the public hearing.

[Manage](#)

[2d](#)



Denise Gonzales · 0:00 Cal Kelly and yet they approved it

[Manage](#)

[1d](#)



Denise Gonzales · 0:00 See you next week! Let's keep our city officials accountable.

[Manage](#)

[1d](#) · [Edited](#)



Amanda Charlotte Rollins · 1:39:31 question... so why do they happen in this city more than most? I've lived all over LA and they seem to happen more here than anywhere else i have lived. Is it just cause they are legal here?

[Manage](#)

[2d](#)



Fabio Silva · 1:40:11 Butts says it's "cultural". His words.

[Manage](#)

[2d](#)



Celi Gonzalez · 0:00 Fabio Silva that is true. Cultural is correct.

[Manage](#)

[1d](#)



April Hooper · 1:19:52 Hushing people by calling them complainers. Wow! That's why we protest!! Trisha, please show some respect.

[Manage](#)

[2d](#)



Fabio Silva · 1:28:07 Trisha is good people. She watches these things often, and I applaud her. I can see why she might be tired of listening to Ms. Brown. In a year from now, I might be a bit tired of it myself. But, I have to remind myself -- she is there and I am not! She is exercising her right to comment!

[Manage](#)

2d



Fabio Silva · 1:30:25 Did anyone catch that firework number?

[Manage](#)

2d



Trisha Sanchez · 0:00 Fabio, Thank You! ♥☐I am a good person . Listen I stop watching the City Council Meetings when Judy Dunlap was on the Council. She was so negative!! It was hard to sit and watch .

[Manage](#)

2d



Simone Price · 0:20 So the fireworks hotline is a run around number, I believe it is 310-412-4333 (According to the newsletter I received from my councilman). When you call it, the voicemail is full, you get rerouted to the city hall clerk, they referred me to the Eye on ... [See](#)

[More](#)

[Manage](#)

1d



April Hooper · 0:00 Simone Price I think it was toward the end when each of the council people were making their closing comments

[Manage](#)

1d



April Hooper · 1:40:50 Trisha and Fabio, I couldn't reply in the thread. . I have a feeling that we have more in common than we have differences. And I think together we could get a lot done for our city. But, I don't think it helps to call her a "complainer". I too have been watching the city council meetings since the Judy Dunlap days. But, isn

[Manage](#)

2d



April Hooper · 1:41:21 Isn't it just as negative to call Ms Brown a complainer?

Manage

2d



English Orange · 0:00 April Hooper I like Ms. Brown. I wanted to hear more. Can you tell me who she is?

Manage

21h

The Silverstein Law Firm, APC

June 30, 2020

**Brown Act Violations; Cure and Correct Demand in
Connection with City Council Meetings on June 9 and June
16, 2020 and Demand to Cease and Desist, Including Under
Govt. Code § 54960.2; IBEC Project SCH 2018021056;
Request to Include this letter in Record for IBEC DEIR**

EXHIBIT 4



INGLEWOOD, CALIFORNIA

Tuesday, June 16, 2020
2:00 P.M.



Web Sites:

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

*****NOTE FROM THE CITY: 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 1-877-369-5243 or 1-617-668-3633 (Access Code 0995996##). The conference begins at 1:30 p.m., Pacific Time on June 16, 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@cityofinglewood.org no later than 10:00 AM on the day of the scheduled meeting.

AGENDA

CITY COUNCIL/SUCCESSOR AGENCY/HOUSING 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

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 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. POLICE DEPARTMENT

Staff report recommending authorization to pay invoices submitted by Thomson Reuters for access to the West Information Services database. (General Fund)

Documents:

2.PDF

3. PUBLIC WORKS DEPARTMENT

Staff report recommending the approval of a Cooperative Purchase Agreement (piggyback), RFP No. 120716-NAF, with National Auto Fleet Group and Sourcewell, formerly National Joint Power Alliance (a public agency) for the purchase of five vehicles for the Housing Protection Department. (General Fund)

Documents:

3.PDF

4. PUBLIC WORKS DEPARTMENT

Staff report recommending approval of a Cooperative Purchase Agreement (piggyback), Contract No. 062916-GPC, with Genuine Parts Company, dba NAPA Auto Parts through Sourcewell, formerly National Joint Powers Alliance (a public agency). (General Fund)

Documents:

4.PDF

5. PUBLIC WORKS DEPARTMENT

Staff report recommending approval of an agreement with HF&H Consultants, LLC (HF&H) to assist the City of Inglewood with contract negotiations for Consolidated Disposal Service/Republic Services (CDS). (Sanitation Fund)

Documents:

5.PDF

DEPARTMENTAL REPORTS

DR-1. CITY CLERK'S OFFICE

Staff report recommending adoption of resolutions pertaining to the General Municipal Election to be held on November 3, 2020.

Documents:

DR-1.PDF

DR-2 & CSA-2. CITY MANAGER/EXECUTIVE DIRECTOR'S OFFICE

Staff report recommending authorization to utilize Tax-Exempt Bond funds to fund the remaining payment for work performed by TL Veterans Constructions, Inc., at Parking Structure No. 2 located at 115 North Locust Street.

Documents:

DR-2, CSA-2.PDF

DR-3. SECTION 8, HOUSING & CDBG DEPARTMENT

Staff report recommending approval to reallocate \$500,000 in HOME funds for the Homeless Tenant-Based Rental Assistance Program.

Documents:

DR-3.PDF

SETTING PUBLIC HEARING

SPH-1. ECONOMICS & COMMUNITY DEVELOPMENT DEPARTMENT

Staff report requesting that a public hearing be set to consider the adoption of a resolution establishing Short Term Rental Fees.

Documents:

SPH-1.PDF

SPH-2. ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

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.

Documents:

SPH-2.PDF

SPH-3. ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

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.

Documents:

ORDINANCES

O-1. PUBLIC WORKS DEPARTMENT

Staff report recommending the adoption of Ordinance No. 20-09 amending Chapter 3 of the Inglewood Municipal Code (IMC) to implement a Citywide Permit Parking Districts Program. (Introduced on June 9, 2020)

Documents:

O-1.PDF

REPORTS – CITY ATTORNEY

A-1. 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

CSA-1, 1 & H-1.

Warrant Registers.

Documents:

1, CSA-1, H-1.PDF

CSA-2 & DR-2. CITY MANAGER/EXECUTIVE DIRECTOR'S OFFICE

Staff report recommending authorization to utilize Tax-Exempt Bond funds to fund the remaining payment for work performed by TL Veterans Constructions, Inc., at Parking Structure No. 2 located at 115 North Locust Street.

Documents:

DR-2, CSA-2.PDF

ADJOURNMENT INGLEWOOD SUCCESSOR AGENCY

INGLEWOOD HOUSING AUTHORITY

Call To Order

H-1, 1 & CSA-1.

Warrant Registers.

Documents:

1, CSA-1, H-1.PDF

ADJOURNMENT INGLEWOOD HOUSING 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

OFFICE OF THE CITY MANAGER



DATE: June 16, 2020

TO: Mayor and Council Members

FROM: Economic and Community Development Department

SUBJECT: Set Public Hearing – General Plan Amendment GPA 2020-01 to Adopt Environmental Justice Element of the General Plan

RECOMMENDATION:

It is recommended that the Mayor and Council Members set a public hearing for June 30, 2020, at 2:00 p.m. 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.

BACKGROUND:

On September 24, 2016, Senate Bill 1000 (SB 1000), the Planning for Healthy Communities Act, was signed into law mandating that cities and counties adopt an environmental justice (EJ) element or integrate EJ goals, objectives, and policies into other elements of their General Plans.

Municipalities are to adopt or review the environmental justice element, or the environmental justice goals, policies, and objectives in other elements, upon the adoption or next revision of two or more elements concurrently on or after January 1, 2018.

On June 9, 2020, the City Council considered and determined to approve and adopt the Environmental Justice Element to the Inglewood General Plan. 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.

DISCUSSION:

In anticipation that future, current and long range planning projects could trigger the Environmental Justice Element compliance requirements, the City 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 City commenced preparation of the Environmental Justice Element in October 2018. The City and consultant 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 over 40 residents and other interested stakeholders in attendance.

SPH-2

On February 26, 2019, additional input was provided at two Focus Group meetings conducted in English and Spanish. Participants provided valuable discussion on a variety of environmental equity topics.

The Inglewood General Plan Environmental Justice Element sets forward goals and policies related to ensuring environmental justice in the City. In adopting the Environmental Justice Element, the City is 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 key environmental justice topic areas addressed in the element are:

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, Improvements and Programs

General Plan Consistency

The Inglewood General Plan serves as a blueprint for the physical development of the City. It sets long term physical, economic, social, and environmental goals for a jurisdiction and identifies the types of development needed to achieve those goals. The eight required 'Elements' of the General Plan (Land Use, Housing, Circulation, Conservation, Open Space, Noise, Safety, and Environmental Justice) complement each other and provide a comprehensive plan for the future of the jurisdiction. When a General Plan is developed as a comprehensive document the elements comply with and do not contradict one another. Over time, as individual elements are modified, a jurisdiction must ensure that any modifications do not conflict with any other part of the General Plan. The Draft Environmental Justice Element does not conflict with any other policies of the General Plan.

Environmental Determination

An exemption was prepared in accordance with the California Environmental Quality Act (CEQA) stating that the project will have no significant adverse impact upon the environment (EA-CE-2020-36), a copy of which has been available for review on the City's website or by email request to fljackson@cityofinglewood.org.

As recommended by resolution of the Planning Commission on April 13, 2020.

A more detailed staff report will be provided for the public hearing.

FINANCIAL/FUNDING ISSUES AND SOURCES:

There is no fiscal impact.

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 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:

None.

PREPARED BY:

Christopher E. Jackson, Sr., Economic and Community Development Department Director
Mindy Wilcox, AICP, Planning Manager
Fred Jackson, Senior Planner

COUNCIL PRESENTER:

Christopher E. Jackson, Sr., Economic and Community Development Department Director

APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL:



Christopher E. Jackson, Sr., Econ. & Comm. Dev. Director

CITY MANAGER APPROVAL:



Artie Fields, City Manager



CITY OF INGLEWOOD

OFFICE OF THE CITY MANAGER



DATE: June 16, 2020

TO: Mayor and Council Members

FROM: Economic and Community Development Department

SUBJECT: Set a Public Hearing – General Plan Amendment GPA 2020-02 to Amend the Land Use Element of the Inglewood Comprehensive General Map to Clarify Existing Population Density and Building Intensity Allowances for All Land Use Designations

RECOMMENDATION:

It is recommended that the Mayor and Council Members set a public hearing for June 30, 2020, at 2:00 p.m. 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.

BACKGROUND:

California Government Code Section 65300 requires each city and county to adopt a comprehensive general plan. The General Plan is a long-term, comprehensive, internally consistent document that provides guidance for the physical development of a city or jurisdiction.

While the City's General Plan appears to fulfill California Planning and Zoning Law requirements, the City's General Plan was last comprehensively updated in 1987. Since that time, additional judicial interpretations of State General Plan regulations have emerged and staff, in consultation with legal land use experts, have identified one area of the General Plan that warrants clarification at this time. Specifically, the requirement that the Land Use Element include a "statement of the standards of population density and building intensity recommended for the various districts and other territory covered by the plan." (Gov. Code, § 65302, subd. (a).)

On June 9, 2020, the City Council considered and determined to approve the amendment to clarify existing population density and building intensity allowances for all land use designations. 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.

DISCUSSION:

SPH-3

A general plan must contain standards for population density. Quantifiable standards of population density must be provided for each of the land use categories contained in the plan. Population density is the relationship between the number of dwellings per acre and the number of residents per dwelling.

A general plan must also contain standards for building intensity. General plans must contain quantifiable standards of building intensity for each land use designation. These standards define the most intensive use that will be allowed under each land use designation. While the land use designation identifies the type of allowable uses, the building intensity standard defines the concentration of use. Maximum dwelling units per acre is used as the standard for residential uses. Building Area Ratio (relationship between maximum floor area to the site size) is the standard used for commercial, industrial and public/quasi-public intensity.

Environmental Determination

An exemption was prepared in accordance with the California Environmental Quality Act (CEQA) stating that the project will have no significant adverse impact upon the environment (EA-CE-2020-37), a copy of which has been available for review on the City's website or by email request at fljackson@cityofinglewood.org.

As recommended for approval by resolution of the Planning Commission May 6, 2020.

A more detailed staff report will be provided for the public hearing.

FINANCIAL/FUNDING ISSUES AND SOURCES:

There is no fiscal impact.

LEGAL REVIEW VERIFICATION:

Administrative staff has verified that the documents accompanying this report have been submitted to, 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:

None.

PREPARED BY:

Christopher E. Jackson, Sr., Economic and Community Development Department Director
Mindy Wilcox, AICP, Planning Manager
Fred Jackson, Senior Planner

COUNCIL PRESENTER:

Christopher E. Jackson, Sr., Economic and Community Development Department Director

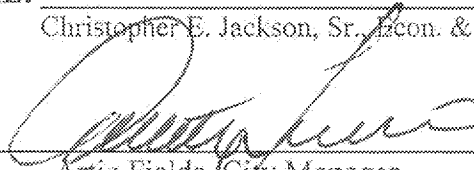
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL:



Christopher E. Jackson, Sr., Econ. & Comm. Dev. Director

CITY MANAGER APPROVAL:



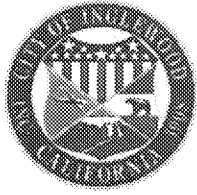
Artie Fields, City Manager

The Silverstein Law Firm, APC

June 30, 2020

**Brown Act Violations; Cure and Correct Demand in
Connection with City Council Meetings on June 9 and June
16, 2020 and Demand to Cease and Desist, Including Under
Govt. Code § 54960.2; IBEC Project SCH 2018021056;
Request to Include this letter in Record for IBEC DEIR**

EXHIBIT 5



CITY OF INGLEWOOD
OFFICE OF THE CITY MANAGER



DATE: June 9, 2020
TO: Mayor and Council Members
FROM: Public Works Department
SUBJECT: Resolution Authorizing City Manager to Prepare and Submit an Application to the Local Agency Formation Commission for the County of Los Angeles

RECOMMENDATION:

It is recommended that the Mayor and Council Members adopt a resolution authorizing the City Manager to:

- 1) Prepare and submit an application to Local Agency Formation Commission for the County of Los Angeles (“LAFCO”);
- 2) Pay the application filing fee; and
- 3) Take such other steps as reasonably necessary for LAFCO to initiate proceedings for a change of organization by formation of a new community services district (excluding the entering into of any binding commitments or the incurring of any obligations of the City which must be separately authorized by the City Council).

BACKGROUND:

The City is undergoing an economic revitalization that continues to spur development, population and employment growth, which requires improvements in the City’s existing transportation infrastructure and resources. To best provide for the planning, funding, and project realization needed to enhance the City’s current transportation infrastructure to meet future anticipated demand, it is proposed that an application be filed with LAFCO to establish the Inglewood Transportation Management Community Services District (the “**ITMCSD**”), a Community Services District (“**CSD**”) dedicated to providing transportation services, including a focus on the administration of certain complex transportation infrastructure projects and mobility services, such as the development and operation of the proposed Inglewood Transit Connector Project (the “**ITC**”), as hereinafter described(collectively, the “**Transportation Management Services**”).

CSDs are distinct governmental entities from municipalities and, as such, direct legal subdivisions of the State of California governed by the Community Services District Law (Cal. Govt. Code §§61000-61144). Pursuant to the formation requirements of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Cal. Govt. Code §§56000, et. seq.), a new CSD must be created by submitting an application to, and securing the approval of such application by, LAFCO. If approved, LAFCO will place formation of the CSD on an election ballot for voter approval (before which time an application may be freely withdrawn by the applicant). A CSD is generally considered legally formed upon LAFCO’s recordation of a Certificate of Completion with the County, which occurs after the voter approval election results are certified.

DR-2

Adopt Resolution to Submit ITMCSD Formation Application to LAFCO

June 9, 2020

Once formed, a CSD can undertake obligations and activities required for capital improvements, acquire property and manage, finance, and otherwise oversee the provision of services within its purview. A CSD can also retain its own dedicated management, staff, and consultant support and maintain fiscal independence from the municipality(ies) within whose territorial limits it lies. A CSD may opt to have a municipality's city council act as its governing body and/or utilize the civil service system in its hiring practices, if so desired. A CSD also has the authority in its own right to receive and deploy state, federal, regional, and municipal funds.

DISCUSSION:

The ITMCSD's jurisdictional boundary would be coterminous with the City boundaries and the members of the City Council would act as the members of the ITMCSD's governing body.

The ITMCSD would be dedicated to providing the Transportation Management Services, which could include the planning, design, implementation, construction, management, operation, and/or maintenance of: (1) connectivity improvements associated with the proposed ITC, including any future extensions of the ITC; (2) remote parking and/or bus or shuttle program(s) and/or related facilities provided within the City, including any such program(s) operated for everyday connectivity within the City or in connection with events at SoFi Stadium, The Forum and the proposed Inglewood Basketball and Entertainment Center ("IBEC"); and (3) other services and transportation or traffic improvements and infrastructure projects that can address first/last mile issues, enhance connectivity to the Metro Crenshaw/LAX Line's three transit stations in the City which are under construction (and, by extension to LAX), increase the prevalence of higher-occupancy travel modalities, and generally reduce traffic congestion in City neighborhoods, key roadway networks and transportation corridors. The foregoing are illustrative examples the Transportation Management Services and not a comprehensive list.

Each of the Transportation Management Services will be undertaken by the ITMCSD only upon direction by its governing body (which would consist of the members of the City Council) and only after a program- or project-specific environmental clearance process has been completed in accordance with state and local requirements. The ITMCSD would be vested with all ancillary powers and authority needed to engage in the activities required to carry out the Transportation Management Services.

Creating the ITMCSD provides various benefits by allowing for the recruitment of specialized, dedicated personnel; alleviating any undue burden that would otherwise be placed on existing municipal personnel and ensuring they have adequate time and resources to focus on non-ITMCSD related day-to-day functions; and creating a fiscally independent entity, whose revenue and obligations are separate from those of the City.

Most importantly, the ITMCSD is essential for implementation of the proposed ITC, which consists of a 1.6-mile, \$1 billion elevated fixed guideway transit system anticipated to carry about 6.9 million passengers annually. The ITC would provide a public transit connection between the Los Angeles County Metropolitan Transportation Authority ("Metro") Crenshaw/LAX Line, the City's Market Street area and downtown district, and the multiple key attractions near Hollywood Park (i.e. the Forum, SoFi Stadium, the Hollywood Park Casino, the Hollywood Park retail and shopping center, and the proposed IBEC). The City is now preparing environmental clearance documents for the ITC, anticipated to be completed by late Winter 2020.

Adopt Resolution to Submit ITMCSD Formation Application to LAFCO

June 9, 2020

Each ITMCSD project or program would have its own spending and financial plan, including a complete sources and uses analysis. As an example, the City has prepared a detailed financial plan for the proposed ITC, which will be funded by a combination of grants from the California State Transportation Agency (“CalSTA”), Metro, and the South Bay Cities Council of Governments (“SBCCOG”); private developer contributions for residential and commercial development projects in the City; private developer financing from the ITC’s ultimate developer; and future City revenue. To date, the City has secured commitments to over \$329 million in funding from CalSTA and the SBCCOG (the terms and conditions of which will be presented to the City Council in due course).

The ITMCSD would not levy any property taxes, assessment, fees or other charges for the purposes of providing the Transportation Management Services. The City does, however, contemplate imposing certain assessments, fees or charges itself and pledging those to the ITMCSD from time to time. Additionally, increased and new General Fund revenues for the ITMCSD’s use are in the process of being identified. These new revenues could derive from multiple funding sources including but not limited to general property taxes, parking taxes, sales taxes, transit occupancy taxes, businesses license fees, advertising revenues, broadband fiber optic revenues, private developer financing, infrastructure impact fees and others. Additional funding for various projects or programs may also be sourced from public grants or other public sources.

Should LAFCO approve the application for formation of the ITMCSD, the ITMCSD would be included on the March 2021 ballot for voter approval.

ENVIRONMENTAL DOCUMENTATION:

The formation of the ITMCSD is categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15320 (Changes in Organization of Local Agencies) and/or Section 15061(b)(3) (Common Sense Exemption) because the ITMCSD is proposed to be a subsidiary district with the same boundaries as the City. Upon the City Council’s approval of the recommended actions, a Notice of Exemption will be filed with the Los Angeles County Clerk in accordance with Section 21152 of the California Public Resources Code.

FINANCIAL/FUNDING ISSUES AND SOURCES:

The overall funding approach for the various Transportation Management Services is described above. With respect to the filing and application processing, the costs are anticipated to be approximately \$4,000 of which are available in the Fiscal Year 2019-2020 budget under account code no. 001-099-9930-45098 (General Fund – Non Departmental – Miscellaneous – Special Exp-Misc Activities).


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 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 – Resolution

APPROVAL VERIFICATION SHEET

PREPARED BY:

Louis Atwell, P.E., Public Works Director and Assistant City Manager

COUNCIL PRESENTER:

Louis Atwell, P.E., Public Works Director and Assistant City Manager

**DEPARTMENT HEAD/
ASSISTANT CITY MANAGER APPROVAL:**



Louis Atwell, PW Director/Asst. City Mgr.

CITY MANAGER APPROVAL:



Artie Fields, City Manager

1 RESOLUTION NO.: _____

2 A RESOLUTION OF APPLICATION OF THE INGLEWOOD
3 CITY COUNCIL AUTHORIZING THE CITY MANAGER TO
4 PREPARE AND SUBMIT A PROPOSAL ("APPLICATION") TO
5 THE LOCAL AGENCY FORMATION COMMISSION FOR THE
6 COUNTY OF LOS ANGELES ("LAFCO") AND FOR LAFCO TO
7 INITIATE PROCEEDINGS FOR A CHANGE OF
8 ORGANIZATION FOR THE FORMATION OF THE
9 INGLEWOOD TRANSPORTATION MANAGEMENT
10 COMMUNITY SERVICES DISTRICT ("ITMCSD" or
11 "DISTRICT")

12 WHEREAS, the City is a charter city that was incorporated in 1908; and

13 WHEREAS, the City Charter was adopted on December 14, 1926, and filed with the
14 Secretary of State on January 27, 1927; and

15 WHEREAS, the City Charter provides for the provision of transportation services and
16 improvements; and

17 WHEREAS, there are existing and planned sporting, entertainment and retail venues
18 under construction in the City; and

19 WHEREAS, the City's comprehensive mobility plan to address an anticipated influx of
20 residents and visitors as a result of current and ongoing development includes an elevated
21 transit system connecting existing and planned sporting, entertainment and retail venues in
22 the City to the LA Metro Crenshaw Line; and

23 WHEREAS, it is anticipated that during a 50-year projected lifetime, the elevated transit
24 system alone will decrease vehicle miles driven by 2.3 billion and eliminate an equivalent of
25 768,992 metric tons of carbon dioxide equivalent; and

26 WHEREAS, the City's mobility plan overall will improve resident and visitor access to
27 existing and planned housing, employment, sporting, entertainment and retail centers within
28 the City and connect the City to the greater Los Angeles metropolitan area; and

1 WHEREAS, the formation of the proposed District is categorically exempt from the
2 California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section
3 15320 (Changes in Organization of Local Agencies) and/or Section 150161(b)(3) (Common
4 Sense Exemption); and

5 WHEREAS, the LAFCO process will require the preparation of various documents and
6 the payments of filing fees and subsequent expenses.

7 NOW, THEREFORE, the City Council of the City of Inglewood does hereby resolve as
8 follows:

9 **SECTION 1.**

- 10 1. The City Manager is authorized to prepare and submit to LAFCO a proposal for a
11 proposed change of organization (district formation) and to provide any and all
12 additional or supplemental forms, data, information, plans and documentation as
13 LAFCO staff may request and require from time to time during the processing of the
14 proposal, excluding the entering into of any binding commitments or incurring any
15 obligations of the City which must be authorized by the City Council.
- 16 2. The City Manager is authorized to pay the filing fee to LAFCO and to pay such additional
17 sums as may be invoiced from LAFCO for services rendered in the processing of the
18 proposal.
- 19 3. The City Manager is authorized to coordinate his efforts with such resources as may be
20 needed to process the proposal and to pay the invoices for the resources with whom
21 he coordinates.
- 22 4. The proposal is to be made pursuant to the Cortese-Knox-Hertzberg Local Government
23 Reorganization Act of 2000 commencing with Section 56000 of the California
24 Government Code as follows:
 - 25 a. The nature of the proposal is a change of organization for the formation of the
26 District for the purposes of providing enhanced transportation services within
27 the City.
 - 28 b. The boundaries of the District will be the boundaries of the City as shown on

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the attached map, Exhibit "A," which is incorporated herein by reference.

- c. The affected territory within the proposed District is inhabited.
- d. The affected territory within the proposed District is within the Sphere of Influence of the City.
- e. Upon the City Council's approval of the initiation of formation of the proposed ITMCSD, a Notice of Exemption will be filed with the Los Angeles County Clerk in accordance with Section 21152 of the California Public Resources Code.
- f. It is desired that the proposed change of organization provides for and is made subject to the following terms and conditions:
 - i. No portion of the current property tax will be allotted from various other taxing agencies.
 - ii. The District is proposed to be formed as a subsidiary district of the City of Inglewood, as authorized by Government Code Section 61007(c), in which the directors of the District shall be the City Council of the City.
- g. The description of the proposal area is as follows:
 - i. The boundaries of the proposed District are the boundaries of the City.
- h. The reasons for this proposal are as follows:
 - i. Current and planned development projects in the City will result in additional residents and visitors from across the State and the greater Los Angeles metropolitan area traveling within the City boundaries, such that additional local transportation services are needed to reduce and potentially prevent traffic congestion and emissions resulting from regular vehicular traffic; and
 - ii. Formation of the proposed District is the most efficient and effective means of providing financial and operational independence for administration of the proposed transportation services given that the size, scope and complexity of the services to be deployed, managed and operated by the District differ greatly from those the City provides for its

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residents.

5. This Resolution of Application to Initiate Proceedings is hereby adopted and approved by the City, and LAFCO is hereby requested to initiate proceedings for the formation of a district as authorized and in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

SECTION 2.

The Clerk of the City is hereby authorized and directed to file a certified copy of this Resolution with the Executive Officer of the Local Agency Formation Commission for the County of Los Angeles.

SECTION 3.

BE IT FURTHER RESOLVED that the City Clerk shall 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

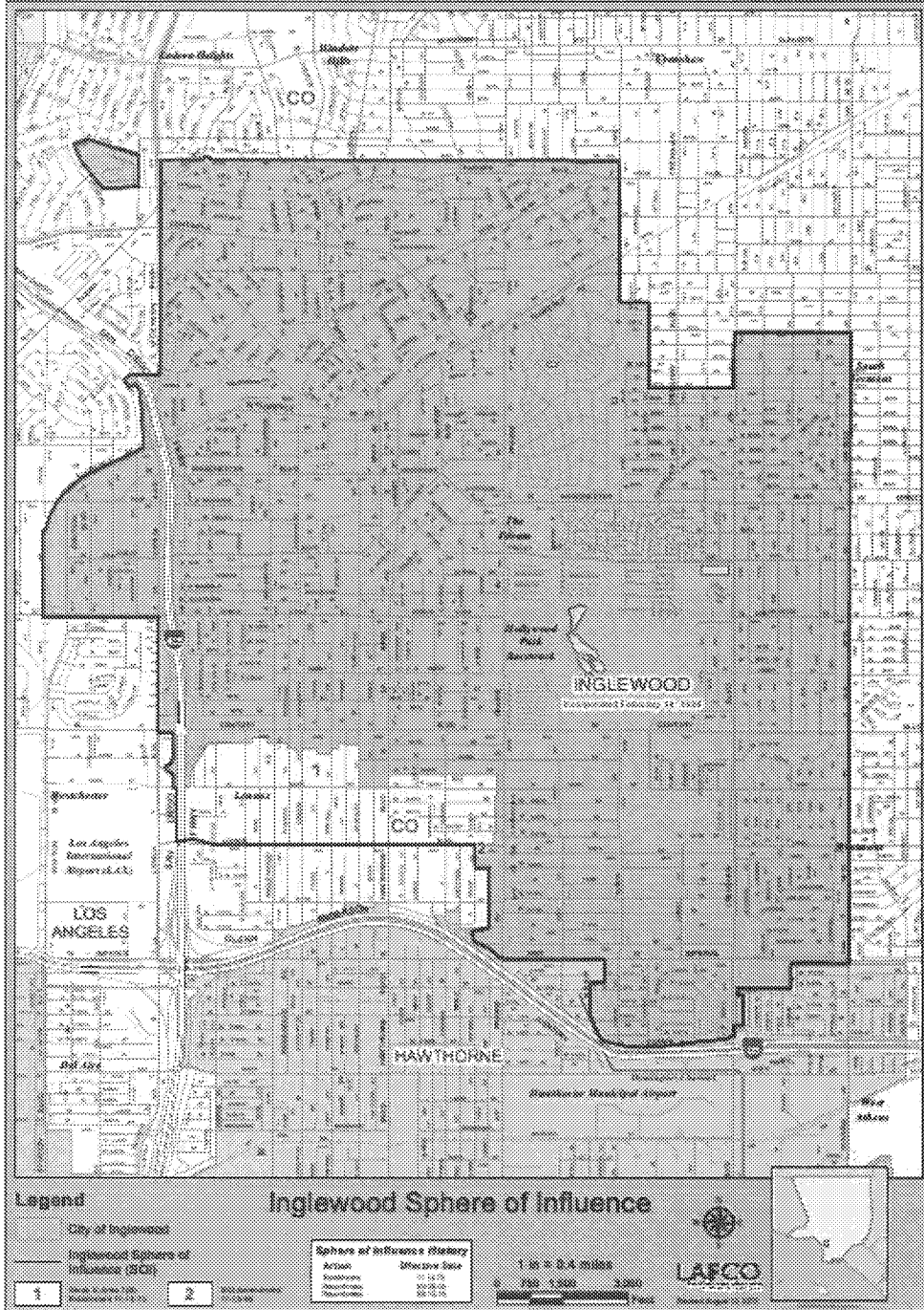
AYES:

NOES:

ABSTAIN:

ABSENT:

**EXHIBIT A
MAP OF PROPOSED DISTRICT**



The Silverstein Law Firm, APC

June 30, 2020

**Brown Act Violations; Cure and Correct Demand in
Connection with City Council Meetings on June 9 and June
16, 2020 and Demand to Cease and Desist, Including Under
Govt. Code § 54960.2; IBEC Project SCH 2018021056;
Request to Include this letter in Record for IBEC DEIR**

EXHIBIT 6

ON June 16 2020
UNTIL July 16 2020

REGISTRAR - RECORDER/COUNTY CLERK



CITY OF INGLEWOOD

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
Planning Division



Christopher E. Jackson, Sr.
Director

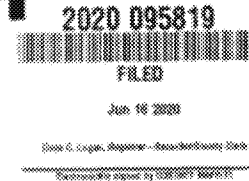
Mindy Wilcox, AICP
Planning Manager

NOTICE OF EXEMPTION EA-CE-2020-057

Prepared in accordance with the California Environmental Quality Act (CEQA), Section No. 15300, and the Inglewood Municipal Code, the following Notice of Exemption is made.

Project Title: Formation of Inglewood Transportation Management Community Services District
Location: Citywide
Project Sponsor: City of Inglewood and Inglewood Transportation Management Community Services District
Address: 1 W. Manchester Blvd., Inglewood, CA
Agency Contact: Mindy Wilcox, AICP, Planning Manager
Telephone: (310) 411-5230

Unofficial Copy



Project Description

Establishment and formation of the Inglewood Transportation Management District (the "ITMCSD"), a community services district dedicated to providing transportation services and whose jurisdictional boundaries would be coterminous with the City of Inglewood's municipal boundaries.

Exempt Status

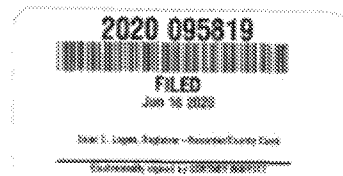
Categorical Exemption: Section 15320, Class 20: Changes in Organization of Local Agencies and Section 15061(b)(3) (Common Sense Exemption)

Reason for Exemption

The formation of the ITMCSD is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15320 (Changes in Organization of Local Agencies), which provides an exemption from CEQA for changes in the organization or reorganization of local government agencies where the changes do not change the geographical area in which previously existing powers are exercised. The ITMCSD is proposed to be a subsidiary district with the same boundaries as the City of Inglewood and therefore will not change the geographical area in which previously existing powers are exercised. The formation of the ITMCSD also qualifies for the categorical exemption set forth in CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), 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 a potential for causing a significant effect on the environment, either through a direct impact or a reasonably foreseeable indirect impact. The proposed formation of the ITMCSD will not cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Signature: Mindy Wilcox
Name: Mindy Wilcox, AICP
Title: Planning Manager
Date: June 9, 2020



Unofficial

The Silverstein Law Firm, APC

June 30, 2020

**Brown Act Violations; Cure and Correct Demand in
Connection with City Council Meetings on June 9 and June
16, 2020 and Demand to Cease and Desist, Including Under
Govt. Code § 54960.2; IBEC Project SCH 2018021056;
Request to Include this letter in Record for IBEC DEIR**

EXHIBIT 7

Memorandum

date June 12, 2020

to Mindy Wilcox, City of Inglewood

cc Christopher E. Jackson, City of Inglewood
Fred Jackson, City of Inglewood
Royce Jones, City of Inglewood

from Brian D. Boxer, AICP, ESA

subject Feasibility of IBEC Alternatives

The EIR identified and analyzed in detail seven alternatives to the Proposed Project. These alternatives were selected for detailed analysis because, among other things, they were identified as “potentially feasible.” (CEQA Guidelines, § 15126.6, subd. (a).) Alternatives that are identified as not “potentially feasible” may be eliminated from detailed analysis in the EIR.¹

The purpose of this memorandum is to examine in greater detail whether these seven alternatives are, in fact, feasible. The determination of whether these alternatives are feasible will ultimately be made by the City Council. This memorandum is intended to aid the Council in its consideration of this issue.

ESA has prepared this memorandum based on its knowledge of CEQA, the Proposed Project, and of the alternatives analyzed in detail in the EIR. As the City’s lead consultant on the Inglewood Basketball and Entertainment Center (IBEC) Environmental Impact Report (EIR), ESA has intimate knowledge of the Proposed Project and the environmental impacts it would cause. ESA also performed the alternatives analysis in the EIR, and therefore has substantial information concerning the relative merits of the alternatives from an environmental perspective. ESA has also obtained information concerning the Proposed Project and alternatives from City staff, from other City consultants, from the project applicant and its architects and other consultants, and from other agencies. In the last decade, ESA has also served as lead environmental consultant on other projects centered on an NBA arena (to wit, Golden 1 Center in Sacramento, Chase Center in San Francisco, and the New Arena at Seattle Center in Seattle), as well as Major League Baseball and Major League Soccer stadia, and has drawn on that experience as well.

¹ Such alternatives that were considered but dismissed from further evaluation in the Draft EIR are described in section 6.3 of the Draft EIR, pages 6-12 through 6-18, and include use of the Project Site for an entertainment venue, a substantially reduced arena, housing, or an employment center/business park, and also include alternative locations in the City of Inglewood and elsewhere in the region.

The following discussion addresses whether the alternatives analyzed in detail in the EIR are, in fact, feasible. The discussion draws largely from the EIR, but it also relies on additional evidence elsewhere in the City's record. The aim is to provide City decision-makers with information that may be useful in adopting CEQA findings concerning the alternatives analyzed in the EIR.

Alternative 1: No Project

This alternative appears to not be feasible for the following reasons: (1) none of the City's and Applicant's stated objectives for the Proposed Project would be achieved; (2) the vacant parcels on the Project Site would likely remain vacant/underutilized for the foreseeable future without development of the Proposed Project; and (3) as a result of the parcels remaining vacant, the City's economic development goals for the Project Site would not be met. A more detailed discussion of each reason is provided below.

City and Applicant Objectives

Under the No Project Alternative none of the City's or applicant's objectives for the Proposed Project would be achieved. Specifically, none of the City's or applicant's objectives to enhance the community would be accomplished. For example, the City would be unable to achieve its goals of promoting the City as a premier regional sports and entertainment center (City Objective 1), enhancing the City's general economic health by stimulating new business and economic activity (City Objective 2), and constructing (with private funds) a public assembly space to host sporting, cultural, business, and community events (City Objective 8). Similarly, the applicant would be unable to achieve its goals of creating a lively, visitor- and community-serving environment year-round for patrons, employees, community members, and visitors (Applicant Objective 1e) and contributing to the economic and social well-being of the surrounding community by providing public benefits and increasing revenues (Applicant Objective 1f).

Project Site Utilization

During the post-World War II era, the parcels on and around the Project Site were developed with apartment buildings with some limited commercial and single-family uses also present. The Project Site is located approximately 2 miles east of Los Angeles International Airport (LAX), along the extended centerlines of Runways 25R and 25L, and noise from aircraft approaching the runways negatively affected the residential uses on the Project Site, which are considered noise sensitive. Starting in the 1980s, the City started acquiring residential parcels on the Project Site and relocating residents with the objective of recycling the incompatible noise-sensitive residential land uses with land uses deemed compatible with the existing noise environment, such commercial and light industrial land uses. After the residents were relocated, the City began demolishing the residential structures on the Project Site starting in the 1990s with demolition continuing into the early 2000s.

Since that time the parcels acquired by the City on the Project Site have remained vacant for the following reasons: (1) the recessions during the 1990s and 2000s, including the "Great Recession" of 2007-2012 hindered development; and (2) projects that have been proposed on the Project Site ended up not being economically feasible and failed to proceed to construction. In 1993, the City approved the Inglewood International Business Park Specific Plan, which encompassed portions of the Project Site. The EIR acknowledges and describes this plan (see Draft EIR, pages 3.10-24 – 3.10-25). Under this plan, the Project Site was considered as a possible location for a technology park. However, there were hurdles to that potential use including a partially occupied and partially vacant site, and no project entitlements have ever been approved by the City. For these reasons, the uses proposed

under this plan have not been implemented, and the Project Site remains largely vacant. Without construction of the Proposed Project, the vacant and underutilized parcels on the Project Site would continue to remain vacant and/or underutilized.

The Project Site has been identified as the potential location for off-site parking spaces to accommodate parking demands during large events at the NFL Stadium located within the Hollywood Park Specific Plan. The NFL Stadium was approved by initiative in 2015. At that time, transportation and parking studies were performed to analyze how stadium patrons would travel to and from the Stadium site. These studies identified the Project Site as a likely location to provide parking for the Stadium on game days. The studies concluded that the Project Site could provide 3,600 parking spaces.² Under Alternative 1, the Project Site would remain undeveloped. For this reason, the Project Site would be available for off-site stadium parking. This parking would be needed, however, on only an intermittent basis (likely 20 to 40 times per year). For the vast majority of the year, the Project Site would remain largely vacant and underutilized. For this reason, although the use of the Project Site for overflow parking for the NFL Stadium would have some utility, this use would be very limited, and the Project Site would remain significantly underutilized.

Inconsistency with Federal Aviation Administration Airport Improvement Program Grant

A vast majority of the Project Site was acquired by the City pursuant to funding through Federal Aviation Administration's (FAA's) Airport Improvement Program (AIP) grants. The intent of the AIP program is to provide funds to airports for disbursement to states and local governments in the form of grants to facilitate the reduction or elimination of incompatible uses through the acquisition of lands that fall into 65 dBA or greater noise contours.³ The intent of the AIP program is that the land in question is to be acquired, cleared of incompatible uses, and then sold at fair market value for development with airport compatible uses. Specifically, the AIP Handbook describes the land disposal requirements under 49 U.S.C. section 47107(c)(2), which states:

(2) The Secretary of Transportation may approve an application under this subchapter for an airport development project grant only if the Secretary receives written assurances, satisfactory to the Secretary, that if an airport owner or operator has received or will receive a grant for acquiring land and—

(A) if the land was or will be acquired for a noise compatibility purpose (including land serving as a noise buffer either by being undeveloped or developed in a way that is compatible with using the land for noise buffering purposes)—

(i) the owner or operator will dispose of the land at fair market value at the earliest practicable time after the land no longer is needed for a noise compatibility purpose;

² Linscott, Law and Greenspan, *Transportation and Parking Plan, Hollywood Park Stadium Alternative Project* (February 2015); Linscott, Law and Greenspan, *Traffic Impact Analysis, Hollywood Park Stadium Alternative Project* (February 2015).

³ Federal Aviation Administration, Office of Airport Planning & Programming, *Noise Land Management and Requirements for Disposal of Noise Land or Development Land Funded with AIP*, June 2014, page 1.

(ii) the disposition will be subject to retaining or reserving an interest in the land necessary to ensure that the land will be used in a way that is compatible with noise levels associated with operating the airport; and

(iii) the part of the proceeds from disposing of the land that is proportional to the Government's share of the cost of acquiring the land will be reinvested in another project at the airport or transferred to another airport as the Secretary prescribes under paragraph (4);

As such, under section 47107(c)(2)(A)(i), above, the grant requires that the City "dispose of the land at fair market value at the earliest practicable time..."

This requirement is embodied in the City's objectives for the Project, which include:

5. Transform vacant or underutilized land within the City in to compatible land uses within aircraft noise contours generated by operations at LAX, in compliance with Federal Aviation Administration (FAA) grants to the City.

This objective is consistent with provisions in grant agreements into which the City and the former Inglewood Redevelopment Agency entered with the FAA between 1994 and 2006, which include the following provision:

It is agreed that land in this project purchased for noise compatibility purposes may be subject to disposal at the earliest practicable time. After Grant Agreement, the FAA may designate such land which must be sold by the Sponsor [the City of Inglewood]. The Sponsor will use its best efforts to dispose of such land subject to retention or reservation of any interest or right therein necessary to insure that such land is used only for purposes which are compatible with the noise levels of operation of the airport. The proceed of such disposition either shall be refunded to the United States for the Airport and Airway Trust Fund on a basis proportioned to the United States share of the cost of acquisition of such land, or shall be reinvested in an approved project, pursuant to such instruction as the FAA will issue.

Pursuant to these agreements, the City and the former Inglewood Redevelopment Agency (now the City of Inglewood as the Successor Agency to the Inglewood Redevelopment Agency, "Successor Agency") must use its best efforts to dispose of these parcels at a fair market value at the earliest practicable time. Holding the Project Site vacant and/or underutilized under the No Project Alternative would be inconsistent with the obligation to use such best efforts, as specified in the grant agreements under the FAA AIP program.

City of Inglewood Economic Development Goals

The City of Inglewood identifies goals of the City to promote economic development in the City's General Plan Land Use Element. In particular, it identifies a goal to "[h]elp promote sound economic development and increase employment opportunities for the City's residents by responding to changing economic conditions."⁴ It further articulates a goal to "[p]romote the development of commercial/recreational uses which will complement those which already are located in Inglewood."⁵ Consistent with those goals, the Proposed Project would

⁴ City of Inglewood, *General Plan Land Use Element*, January 1980, page 6.

⁵ City of Inglewood, *General Plan Land Use Element*, January 1980, page 7.

redevelop the site into a new state-of-the-art sports and entertainment facility with related uses that promotes economic development and generates employment opportunities during the construction period and during the subsequent operational life of the Project. As discussed above, the vacant parcels on the Project Site have remained vacant for years, thus frustrating the City's economic development goals of increasing employment on the Project Site and promoting economic development. Under the No Project Alternative, the parcels on the Project Site would remain vacant without the construction of the Proposed Project, and the City's economic development goals will not be achieved.

These parcels have remained vacant and underutilized despite the City's efforts to encourage investment and redevelopment. In particular, in 1993 the City approved the Inglewood International Business Park Specific Plan encompassing much of the site. This plan envisioned the development of an attractive, campus-like business park, and established guidelines designed to encourage this use. During the intervening 27 years, however, the development anticipated and encouraged under the plan has not occurred due to a lack of investment interest in such a project. Available evidence indicates, therefore, that if the business park plan remains the operative land-use plan for the Project Site, it will remain vacant and/or underutilized. None of the City's economic development goals, as expressed in the City's adopted plans and policies, will be achieved.

Loss of Public Benefits

As described in the Development Agreement, the Proposed Project would provide the City, its residents, and the surrounding region with an extensive array of public benefits. The public benefits would total approximately \$100 million and would include (1) the creation of local jobs and workforce equity; (2) commitments to affordable housing and renter support; (3) rehabilitation of Morningside Park Library and creation of a community center; (4) support for City of Inglewood youth and education; (5) support for social and educational programs at the Inglewood Senior Center; (6) renovation of public basketball courts in Inglewood; (7) community engagement and collaboration, including use of the arena for charitable causes, and access to NBA games for community groups. These public benefits would not be provided under Alternative 1

Alternative 2: Reduced Project Size

Alternative 2 does not appear to be feasible for the following reasons: (1) inconsistency with the City's economic development goals; (2) the lack of ability of the LA Clippers to consolidate their uses at a single site in the region, (3) loss amenities and the inability to hold pre- and post-game events would diminish customer and fan experience; (4) adverse effects on arrival and departure patterns; and (5) inconsistency with the requirements of the City's FAA AIP grants.

City of Inglewood Economic Development Goals

As discussed under No Project Alternative, above, the City of Inglewood has long-standing goals articulated in the General Plan Land Use Element which call for the promotion of economic development that would generate opportunities and employment for the City's residents. Contrary to these goals, compared to the fully developed Proposed Project, Alternative 2 would generate a materially lower level of economic activity on the Project Site. Extrapolating from data included in an economic and fiscal study submitted by the project applicant⁶ and verified

⁶ HR&A, *Economic and Fiscal Impact Report: Inglewood Basketball and Entertainment Center*, May 2020, Table 1, *One-Time Employment and Other Economic Impacts in the City of Inglewood Economy from Construction of IBEC (in 2019\$)*.

by economic experts retained by the City⁷, Alternative 2 would result in the following approximate reductions in direct and indirect economic activity in the City of Inglewood economy compared to the fully developed Proposed Project:

- Construction of the smaller Alternative 2 would result in up to approximately 1,109 fewer jobs, with construction employee compensation reduced by up to a net of approximately \$66.7 million, and a reduction of total economic activity of up to approximately \$150.2 million.⁸
- On-going operations of Alternative 2, net of elimination of existing uses, would result in a decrease in employment of up to approximately 545 jobs, with annual employee compensation reduced by up to approximately \$38.7 million, and annual total economic activity reduced by up to approximately \$81.6 million.⁹

In addition to overall reductions in employment and economic activity in the City of Inglewood, Alternative 2 would have correlative reductions in revenues to the City. Pursuant to the same study cited above, Alternative 2 would result in a reduction in revenue to the City of up to approximately \$2.8 million per year, as further described below:

- The City's share of increased property taxes would be reduced by up to approximately \$1.5 million per year;¹⁰
- The City's share of increased sales taxes would be reduced by up to approximately \$210,000 per year;¹¹
- The City's share of increased utility users' taxes would be reduced by up to approximately \$68,000 per year;¹²

⁷ Keyser Marston Associates, *Peer Review – Economic and Fiscal Impact Report: Inglewood Basketball and Entertainment Center*, Memorandum from James Rabe, CRE, to Christopher E. Jackson, Director, Inglewood Economic & Community Development Department, June 10, 2020.

⁸ HR&A, *Economic and Fiscal Impact Report: Inglewood Basketball and Entertainment Center*, May 2020, Table 1, *One-Time Employment and Other Economic Impacts in the City of Inglewood Economy from Construction of IBEC (in 2019\$)*, page 15. The estimates that would be precluded by Alternative 2 include construction of Ancillary Buildings, Hotel, and an estimated 16.5% of Arena construction (to account for smaller arena and exclusion of team practice and training facility, administrative offices, and sports medicine clinic).

⁹ HR&A, *Economic and Fiscal Impact Report: Inglewood Basketball and Entertainment Center*, May 2020, Table 2, *Ongoing Employment and Other Economic Impacts in the City of Inglewood Economy from Annual Operations of IBEC (in 2019\$)*, page 17. The estimates that would be precluded by Alternative 2 include operations of the following uses eliminated under Alternative 2: Basketball Team Business Operations, Shopping Center/Retail, Restaurants Outside of the Arena, Community Center, Sports Medicine Clinic, and Hotel.

¹⁰ HR&A, *Economic and Fiscal Impact Report: Inglewood Basketball and Entertainment Center*, May 2020, Appendix B, Table 3, *Inglewood Basketball and Entertainment Center Estimated Property Taxes*, page 35. The estimates are based on elimination of the assessed value of the Ancillary Buildings (\$19,000,000), Hotel (\$16,400,000), and a 16.5% reduction in the assessed value of the Arena Structure (reduction of \$108,900,000), with associated reductions of \$1,440,000 in the City share of the general levy, and a reduction of \$11,486 in the MVLF in lieu.

¹¹ HR&A, *Economic and Fiscal Impact Report: Inglewood Basketball and Entertainment Center*, May 2020, Appendix B, Table 4, *Inglewood Basketball and Entertainment Center Estimated Sales Tax*, page 36. The estimates are based on elimination of taxable sales revenues of approximately \$14.1 million from the ancillary retail, restaurant, and hotel uses. Since under the arena capacity would be 500 seats less under Alternative 2, there could also be a correlative reduction in attendance, however an estimated change in attendance and related spending in the arena are not accounted for in this estimate, which is, thus, conservative.

¹² HR&A, *Economic and Fiscal Impact Report: Inglewood Basketball and Entertainment Center*, May 2020, Appendix B, Table 4, *Inglewood Basketball and Entertainment Center Estimated Utility Users' Tax*, page 37. Estimates are based on elimination of utility users' tax for water use for the Restaurant/Bar/Lounge, Office, Team Store and Retail, and Hotel uses; the elimination of the utility users' taxes for electricity and natural gas for the Hotel and 16.5% of the Arena and associated uses.

- The City's revenues from Transient Occupancy Tax from the eliminated hotel would be reduced by up to approximately \$1 million per year;¹³ and
- The City's revenues from Business License-Gross Receipts Tax would be reduced by up to approximately \$33,000 per year.¹⁴

The overall estimate of reduced revenues to the City described above is conservative in that it does not account for potential reductions in parking taxes (there would be fewer parking spaces in Alternative 2 than the Proposed Project, but this has not been accounted for because displaced parking could still occur in the City), and construction taxes which are based on factors such as contractor earnings in the City, construction materials sales in the City, and the commercial building value permit based on total construction costs. Each of these would likely be reduced under Alternative 2 but have not been specifically estimated.

In addition to reduced revenues to the City, the reduction in construction under Alternative 2 would reduce the revenue to the Inglewood Unified School District by up to approximately \$175,000 as a result of reduced payment of school impact in-lieu fees. This estimate of reduced school impact in-lieu fees under Alternative 2 is based on elimination of the ancillary retail uses, along with the administrative offices and sports medicine clinic, and a 16.5% reduction in the size of the arena structure.¹⁵

Compared to a fully developed Proposed Project, implementation of Alternative 2 would eliminate approximately 1,100 construction jobs and 545 on-going operational jobs, and up to approximately \$150 million in economic activity in the City during construction. In addition, once the project commences operations, each year up to approximately \$82 million in economic activity in the City, and up to approximately \$2.8 million in annual revenues to the City would be eliminated compared to a fully developed Proposed Project. Finally, compared to the Proposed Project, under Alternative 2 a one-time payment of in-lieu fees to the Inglewood Unified School District would be reduced by up to approximately \$175,000. For each and all of these reasons, Alternative 2 would be materially worse than the Proposed Project in terms of its ability to meet the City's goals to promote economic development that would generate opportunities for the City's residents.¹⁶

¹³ HR&A, *Economic and Fiscal Impact Report: Inglewood Basketball and Entertainment Center*, May 2020, Appendix B, Table 7, *Inglewood Basketball and Entertainment Center Estimated Transient Occupancy Tax*, page 38. Estimates are based on elimination of utility users' tax for water use for the Restaurant/Bar/Lounge, Office, Team Store and Retail, and Hotel uses; the elimination of the utility users' taxes for electricity and natural gas for the Hotel and 16.5% of the Arena and associated uses.

¹⁴ HR&A, *Economic and Fiscal Impact Report: Inglewood Basketball and Entertainment Center*, May 2020, Appendix B, Table 9, *Inglewood Basketball and Entertainment Center Estimated Business License Tax*, page 40. Estimates are based on elimination of gross receipts tax from approximately \$26.9 million in gross receipts from the ancillary Retail and Restaurant businesses, the Sports Medicine Clinic, and Hotel uses.

¹⁵ HR&A, *Economic and Fiscal Impact Report: Inglewood Basketball and Entertainment Center*, May 2020, Appendix B, Table 13, *Inglewood Basketball and Entertainment Center Estimated City Fee Costs*, page 44. Estimates are based on elimination of gross receipts tax from approximately \$26.9 million in gross receipts from the ancillary Retail and Restaurant businesses, the Sports Medicine Clinic, and Hotel uses.

¹⁶ The results discussed above are based on analyses in the main body of the May 2020 HR&A report entitled *Economic and Fiscal Impact Report: Inglewood Basketball and Entertainment Center*. The estimates of reductions in economic activity, employment, and associated revenues to the City are based on the full development of the Proposed Project, as described in Chapter 2 of the EIR. Appendix D of the HR&A report presents a sensitivity analysis that considers the economic and fiscal effects of the Proposed Project under a scenario that involves a lower estimate of non-basketball events and a reduction in the amount of ancillary retail development than described in the EIR. Compared to the results of the Proposed Project reflected in this sensitivity analysis, the reductions between the Project and Alternative 2 would be less than described herein.

Team Operations

LA Clipper's team front office personnel often are required to attend games as part of their job responsibilities. Currently the LA Clippers' team offices are located in Downtown Los Angeles, two blocks away from the Staples Center, which is the LA Clipper's current home area, thus resulting in a short trip to the arena to attend games. It is assumed that the LA Clipper's offices would remain in Downtown Los Angeles under Alternative 2. As a result, members of the team front office would have a longer trip from the team's offices in Downtown Los Angeles and to the new arena in Inglewood to attend games.

Further, consistent with the project applicant's stated objective to "[b]uild the long-term home of the LA Clippers basketball team," the project architect states that state-of-the-art sports training at the NBA level requires a close relationship between the training, management, and game facilities. As such, the integration of the Arena, the training facility, LA Clippers administrative offices, as described for the Proposed Project, would provide for an immersive, secure environment for players to train, eat, receive medical support, and play games, and would allow for close and regular interaction between the LA Clippers players, coaches, trainers, medical personnel, nutritionists, senior management, and other support staff.¹⁷ Under Alternative 2, with a smaller Arena located at the Project Site, LA Clippers administrative offices in downtown Los Angeles, and the team's training facility remaining in Playa Vista, and very limited other support and ancillary uses at the Project Site, would compromise the ability to achieve the optimal training environment determined necessary by the project applicant.

Community, Customer and Fan Experience

The project architect has noted that "[s]uccessful, modern sports facilities also seek to create a destination that integrates into the urban fabric of the community."¹⁸ Project applicant objective 3.a and the design of the Proposed Project reflect the intent to create a year-round, active environment, with a daily population on-site that would support nearby retail and community-serving uses, and avoid creating an area that would be devoid of activity outside of the period immediately before and after scheduled events.

In recent years, most privately funded major league sports facilities are being developed in concert with a mix of other complimentary uses. Prior to this recent trend, arenas and stadiums often developed as isolated uses in suburban settings, meaning that there was nothing for the customer or fan to do prior to or after the event, leading to higher levels of peak traffic congestion as attendees arrived late and left as soon as the event was over. Arenas and stadiums were frequently dark zones with essentially no activity outside of event times, an issue that was considered acceptable when such venues were located in suburban settings surrounded by surface parking lots, but considered an eyesore in more highly urbanized settings.

The location of the Project Site in an urbanized setting, and the inclusion of complimentary uses on the Project Site, provide the opportunity for activity on an ongoing basis throughout the year. In such a setting, activity throughout the day and throughout the year may occur. Restaurants, bars, and stores in immediate proximity to the venue can provide an attraction for attendees to arrive early, and to stay late, after the event, which can have the benefit of spreading out arrival and departure traffic and travel. In this fashion, peak travel can be reduced because the same amount of traffic is distributed over a longer period of time. One notable example is Staples

¹⁷ AECOM, *Design and Operations Considerations of EIR Alternatives*, Letter from Bill Hanway, Executive Vice President, Global Sports Leader, AECOM to Chris Holmquist, Wilson Meany, May 7, 2020.

¹⁸ AECOM, *Design and Operations Considerations of EIR Alternatives*, Letter from Bill Hanway, Executive Vice President, Global Sports Leader, AECOM to Chris Holmquist, Wilson Meany, May 7, 2020.

Center in downtown Los Angeles, where LA Live was developed as a commercial compliment to the arena building. Other similar recent examples in California include:

- Golden 1 Center in Sacramento, where the NBA Sacramento Kings have developed retail, restaurant, hotel, and residential uses around the arena which opened in 2016;
- Chase Center in San Francisco, where the NBA Golden State Warriors developed a mixed use office and retail development on the same parcel as the new arena; and
- Oracle Park in San Francisco, where the Major League Baseball San Francisco Giants are in the planning stages of a mixed use, residential retail and office near the ballpark.

There are numerous other examples around the United States, including the Deer District development around the recently opened Fiserv Forum in Milwaukee, Wisconsin (home of the NBA Milwaukee Bucks) and the Battery Atlanta development adjacent to Truist Park in Cumberland County, Georgia (home of the MLB Atlanta Braves), both of which have opened in the last couple of years.

More specific to the design of the proposed Plaza, from an operational perspective, modern major league sports facilities are designed to provide for multiple layers of security and control, as opposed to a single point of control for entry and exit of fans and visitors. The project architect indicates that the design of the Plaza for the Proposed Project allow for the separation of the initial screening process (typically providing for use of metal detectors and bag checks) from the ticket check; this is typically accomplished through a secure initial checkpoint set away from the physical entrance to the Arena, to be followed by a second check at the door. This provides a more flexible and secure operation that can adapt to the specific requirements of different events, the needs for which can be affected by such factors as size of the crowd, weather, and other factors. As such, the project architect indicates that features such as Plaza buildings and other structures and landscaping elements are considered part of the Arena security plan, serving as both security features and urban design elements.¹⁹

Adverse Changes to Arrival/Departure Patterns

As discussed above, one of the key intents of the integration of LA Clippers uses and the development of complimentary ancillary uses on the Project Site is to achieve transportation benefits. As described on page 6-30 of the Draft EIR “eliminating the potential to consolidate LA Clippers team uses, including the arena, practice facility, sports medicine and treatment facilities, and team offices in a single location, Alternative 2 would likely increase the amount of travel between these uses that are currently located disparately throughout the region.” Further changes could result from changes to arrival and departure patterns for event attendees, as described further below.

The differentiation between arrival patterns at highly urbanized arenas that are part of mixed-use developments compared to single-purpose, more isolated arenas with limited or no ancillary uses can be readily understood by reviewing the data at two such venues in Sacramento Ca. As part of planning studies for the development of Golden 1 Center, NBA game arrivals were observed at the then home of the NBA Sacramento Kings, Sleep Train Arena, which was an arena surrounded by surface parking with no food or beverage establishments in its

¹⁹ AECOM, *Design and Operations Considerations of EIR Alternatives*, Letter from Bill Hanway, Executive Vice President, Global Sports Leader, AECOM to Chris Holmquist, Wilson Meany, May 7, 2020.

proximity. At this venue, the peak hour arrival accounted for approximately 67% of all attendees.²⁰ After the opening of Golden 1 Center, located in downtown Sacramento as part of a mixed-use development referred to as Downtown Commons, the measured proportion of total arrivals during the pre-event peak hour was 60%.²¹ It was also determined that based on surveys of actual attendees to NBA Games held at Golden 1 Center in 2017, 29% reported that they had visited a restaurant, bar, or retail uses in the immediate vicinity of Golden 1 Center prior to the event start.²²

Both the measured peaking of traffic and attendee survey results indicate that placement of complementary land uses, such as food-and-beverage establishments, adjacent to an arena tends to disperse arriving and departing traffic flows. Thus, it is reasonable to assume that one of the effects of Alternative 2 would be to concentrate the peak arrival and departure patterns for events at the Alternative 2 arena compared to the Proposed Project. This would tend to exacerbate transportation and other operational impacts of arena events.

Inconsistency with Federal Aviation Administration Airport Improvement Program Grant

As discussed above under Alternative 1, the intent of the AIP program is that the land in question acquired by the City and Successor Agency be cleared of incompatible uses, and that the grant recipients use their best efforts to dispose of the land at fair market value for development with airport compatible uses. Under Alternative 2, the East Transportation Hub and Hotel site would not be developed as under the Proposed Project. These parcels would instead remain vacant. Alternative 2 would therefore be less responsive than the Proposed Project to the City's objective to "transform vacant or underutilized land within the City into compatible land uses within aircraft noise contours generated by operations at LAX, in compliance with Federal Aviation Administration (FAA) grants to the City."

Alternative 3: City Services Center Alternative Site

This alternative does not appear to be feasible for the following reasons: (1) lengthened construction schedule and increased construction costs; (2) failure to achieve the City's economic development goals for the Project Site; (3) the site of the firefighter training academy may not be available for purchase; (4) the elimination of other team facilities under this alternative would be detrimental to team operations; and (5) constraints associated with the local roadway system. A more detailed discussion of each reason is provided below.

Project Schedule and Costs

As described on Draft EIR page 6-43, "[b]ecause constructing on the City Services Center Alternative site would first require designing and constructing replacement uses on the Project Site, it is uncertain if this alternative site would allow the applicant to begin hosting LA Clippers home games in the 2024–2025 season..." In addition to planning, design, and construction of a new City Services Center and firefighter training academy, the proposed arena and associated development would require a complete redesign, including necessary NBA review and

²⁰ City of Sacramento, *Sacramento Sports and Entertainment Center & Related Development Draft Environmental Impact Report*, December 2013, page 4.10-43.

²¹ Fehr & Peers, on behalf of the City of Sacramento and Sacramento Downtown Arena LLC, *Final Golden 1 Center Year One Travel Monitoring Report*, October 2017, page 20.

²² Fehr & Peers, on behalf of the City of Sacramento and Sacramento Downtown Arena LLC, *Final Golden 1 Center Year One Travel Monitoring Report*, October 2017, Table 4, page 39.

approval, as well as likely preparation of additional supplementary CEQA analysis pursuant to PRC section 21166.

The Alternative 3 site does not meet the definition of “project area” included in PRC section 21168.6.8(a)(5). Thus, Alternative 3 would not meet the requirements for compliance with AB 987. As a result of this change, should the adequacy of the EIR be litigated, rather than the AB 987 dictated 270-day process for legal proceedings, including any potential appeals, the project would be subject to the established legal process which can take three or more years. As a result of a more extended legal process, litigation regarding the adequacy of the EIR for Alternative 2 would likely obstruct the ability to meet the project applicant’s schedule objective to open in time for the 2024-25 NBA season. That is because construction financing is often unavailable while CEQA litigation is pending, meaning that construction would not be able to proceed until after litigation is resolved even if no injunction is issued. Indeed, the extent to which CEQA litigation interferes with the ability to move forward with projects while such litigation is pending is a central aim of statutes, such as AB 987, establishing an accelerated time frame for the resolution of CEQA litigation. (See, e.g., Legislative Findings adopted pursuant to Assembly Bill 734 (2018 Stats. Chapter 959, § 1), Senate Bill 743 (2013 Stats, Chapter 386, § 1.) The same considerations apply here.

In addition to schedule extension, the project costs would likely increase under Alternative 3. With this alternative, the City’s corporation yard and the firefighter training academy would be relocated to the Project Site. Structures and uses within the City’s corporation yard include a three-story warehouse and administrative office building, small structures utilized for police training, parking for 300 vehicles, fuel stations for gasoline, propane, and compressed natural gas, a car wash, and material bins while structures on the firefighter training academy site include a classroom building, burn building, and training tower. There is adequate space on the Project Site to construct replacement facilities. In addition, these uses appear to be consistent with restrictions on the use of the Project Site under FAA grants. Nevertheless, the City would likely have to bear the cost of replacing these facilities, which the City Department of Public Works preliminarily estimated the cost at approximately \$75 - 100 million.

Loss of Environmental Benefits

Under AB 987, the project applicant has committed to a Greenhouse Gas (GHG) reduction plan that includes a number of local measures that would provide benefits in the City of Inglewood. These measures include such commitments as (1) replacement of 10 municipal fleet vehicles with Zero Emissions Vehicles (ZEVs) and construction of related infrastructure for those vehicles; (2) replacement of 2 transit vehicles that operate within the City with ZEVs and construction of related infrastructure for those vehicles; (3) installation of 20 electric vehicle charging stations at locations within the City available for public user for charging electric vehicles; (4) development of a program for planting of 1,000 trees within the City; and (5) implementation of a program to purchase and installation of 1,000 electric vehicle charging units for residential use in local communities near the Project Site, with City residents given a priority for participation. Because AB 987 would not apply at this site, these measures would not be implemented under Alternative 3.

Economic Development Goals

As discussed under No Project Alternative, above, the City of Inglewood has long-standing goals articulated in the General Plan Land Use Element which call for the promotion of economic development that would generate opportunities and employment for the City’s residents. Contrary to these goals, similar to Alternative 2, the

overall revenues to the City and the Inglewood Unified School District would be materially reduced (at a level similar to that described for Alternative 2 because the development would be similarly scaled down compared to the Proposed Project). Further, compared to the Proposed Project, Alternative 3 would generate a materially lower level of economic activity on the Project Site. While the Project Site is large enough to accommodate the City Services Center and fire academy, these uses are not the type of employment and revenue generating uses that the City envisions for the Project Site as the work force employed by the City Services Center and fire academy already exists and no revenue would be generated as both the City and the El Camino Community College District (ECCCD), which owns and operates the firefighter training academy, are public entities.

Inconsistency with Federal Aviation Administration Airport Improvement Program Grant

As discussed above under Alternative 1, the intent of the AIP program is that the land in question acquired by the City and Successor Agency be cleared of incompatible uses, and that the grant recipients use their best efforts to dispose of the land at fair market value for development with airport compatible uses. Under Alternative 3, the proposed Project Site would not be developed as under the Proposed Project. Rather, portions of the Project Site would be developed with a replacement City Services Center and firefighter training academy. These uses would be compatible with the location of the Project Site. Nevertheless, because these portions of the site would continue to be owned by the City and the Successor Agency, and other parts of the Project Site would remain vacant or underutilized, Alternative 3 would be less responsive than the Proposed Project to the City's objective to "transform vacant or underutilized land within the City into compatible land uses within aircraft noise contours generated by operations at LAX, in compliance with Federal Aviation Administration (FAA) grants to the City."

Site Availability

A majority of the 9.7-acre Alternative 3 site is under the control of the City of Inglewood, and an approximately 1.6-acre firefighter academy portion of the site is under the control of the ECCCD. It is unknown if the ECCCD is willing to sell the firefighter training academy site and/or relocate the academy to the Project Site. Therefore, the property may not be available for development. Although the ECCCD-controlled portion of the Alternative 3 site is only 1.6 of the total 9.7-acre site, its removal would leave this alternative site at only 8.1 acres, and an awkward shape. As such, because of the already limited size and the specific configuration of parcels, unavailability of the firefighting training academy site would make Alternative 3 infeasible.

Site Configuration

The limited size of the portion of the Alternative 3 site available to be dedicated to the Arena (approximately 4.65 acres, an area approximately 450 feet on each side) is considered by the project architect to be very tight for a modern arena. It would require the Arena structure to sit directly against the back of the curb on West Ivy Avenue and Cable Place, which would severely restrict the ability to design either (1) an operationally functional loading dock area at ground level, or (2) a ramp down to a subterranean loading dock on the main event level. The project architect indicates that the provision of such a loading dock is a prerequisite of a modern arena.²³

In addition, the proximity of the Arena structure to the street curb edge would create concerns about public safety in the event of an emergency egress situation, and could be challenging even during normal event conditions.

²³ AECOM, *Design and Operations Considerations of EIR Alternatives*, Letter from Bill Hanway, Executive Vice President, Global Sports Leader, AECOM to Chris Holmquist, Wilson Meany, May 7, 2020.

Community, Customer and Fan Experience

From an operational perspective, modern sports facilities rely on multiple layers of security and control, and not on a single point of control for entry and exit of fans and visitors. The Proposed Project would separate the initial screening process from the ticket check to allow for a secure checkpoint away from the physical entrance to the Arena, to be followed by a second check at the door. This provides a more flexible and secure operation that can adapt to the specific requirements of different events. In addition, because of the relatively long and narrow configuration of the open space, the project architect indicates that Alternative 3 would not provide a clear entry and could become unsafe in larger gatherings. The project architect has reviewed the configuration of Alternative 3 (see Draft EIR Figure 6-2), and determined that the linear configuration of the Plaza under Alternative 3 would compromise the ability to achieve optimal security operations at the Arena.²⁴

One of the basic objectives of the project applicant is “synergistic with nearby existing and proposed uses and incorporates state-of-the-art urban design and venue design principles.” The project architect has stated that to achieve this objective, the open space needs to be “of a reasonable size and shape, and supported by a balanced mix of sizes that create a destination, integrates the site into the urban fabric of the community and connects the development to other neighborhood amenities.” The architect has indicated that the creation of a “Champions Plaza,” where fans can gather to celebrate significant wins or achievements, is essential to meeting that objective. Alternative 3, as presented in the Draft EIR, would include a relatively narrow linear open space that connects to North Eucalyptus Avenue, West Beach Avenue, and Cable Plaza, each of which leads to industrial facilities and associated parking areas and loading docks.²⁵ Because of the nature of the adjacent uses and the linear configuration of the open space that would serve to funnel people toward those uses, Alternative 3 would not create the synergistic connections to the community sought by the project applicant.

Team Operations

Similar to Alternative 2, the LA Clipper’s team front office would remain in Downtown Los Angeles under Alternative 3, and the LA Clippers would continue to use their practice and training facility in the Playa Vista neighborhood of Los Angeles. As a result, members of the team front office would be required to travel back and forth between the team’s offices and the downtown arena to attend games. Similar to Alternative 2, this trip would take approximately 20-25 minutes during the non-peak hour, although it would be faster to take the I-10 freeway west and South La Brea Avenue south to the City Services Center site. However, during the PM peak hour, which would occur shortly before games typically start on weekdays, travel time could approximately double. As a result, employees would spend up to an hour traveling, which is time that could be put to more productive use if their offices were co-located with the arena.

Further, consistent with the project applicant’s stated objective to “[b]uild the long-term home of the LA Clippers basketball team,” the project architect states that state-of-the-art sports training at the NBA level requires a close relationship between the training, management, and game facilities. As such, the integration of the Arena, the training facility, LA Clippers administrative offices, as described for the Proposed Project, would provide for an immersive, secure environment for players to train, eat, receive medical support, and play games, and would

²⁴ AECOM, *Design and Operations Considerations of EIR Alternatives*, Letter from Bill Hanway, Executive Vice President, Global Sports Leader, AECOM to Chris Holmquist, Wilson Meany, May 7, 2020.

²⁵ AECOM, *Design and Operations Considerations of EIR Alternatives*, Letter from Bill Hanway, Executive Vice President, Global Sports Leader, AECOM to Chris Holmquist, Wilson Meany, May 7, 2020.

allow for close and regular interaction between the LA Clippers players, coaches, trainers, medical personnel, nutritionists, senior management, and other support staff.²⁶ Under Alternative 3, the LA Clippers administrative offices would remain in downtown Los Angeles, the team's training facility would remain in Playa Vista, and there would be limited other support and ancillary uses at the City Services Center Alternative Site, which would compromise the ability to achieve the optimal training environment determined necessary by the project applicant.

Traffic Constraints

The streets in the vicinity of the City Services Center site are curvier, more discontinuous, and have less arterial capacity than the streets in the vicinity of the Project Site. Similar to the Proposed Project, under Alternative 3 a total of 4,215 parking spaces would be provided in two 8-story and one 7-story parking structures on the City Services Center site. One garage (2,300 spaces) would be accessible via Eucalyptus Avenue and two garages (1,915 spaces) that would be accessible via Beach Avenue. Both Eucalyptus and Beach Avenues are two lane streets that provide direct access the two major arterials near the Project Site – Florence Avenue one block to the south and La Brea Avenue one block to the north/east. Traffic generated by up 4,215 vehicles entering/leaving the City Services Center site before/after events would quickly overwhelm the nearby intersections along Florence and La Brea Avenues, thus forcing traffic through neighborhoods to the north of the site. This traffic would quickly overwhelm the capacity of local street system, thus resulting in traffic gridlock. In addition, although the City Services Center Alternative site is closer to the I-405 freeway (0.6 miles) than is the Proposed Project (1.3 miles), it is farther from the I-110 and I-105 freeways; thus, regional trips would not be distributed as evenly and freeway impacts would be concentrated on the I-405.

Alternative 4: Baldwin Hills Alternative Site

This alternative does not appear to be feasible for the following reasons: (1) the alternative site is located in a different jurisdiction; (2) the alternative site may not be available for purchase; (3) construction of the Proposed Project on the alternative site may not be feasible; (4) constraints associated with the local roadway system; and (5) none of the City's stated objectives for the Proposed Project would be achieved. A more detailed discussion of each reason is provided below.

Jurisdictional Constraints

The Baldwin Hills Alternative Site is located within the City of Los Angeles. Construction of the Proposed Project on the Baldwin Hills Alternative site would require approval by the City of Los Angeles City Council. The City of Los Angeles approved a plan to modernize and redevelop the existing Baldwin Hills Crenshaw Plaza shopping mall in 2018. The plan calls for the demolition of approximately 13,400 square feet of retail/restaurant space and the construction of about 44,200 square feet of retail/restaurant space, a 400-room hotel, and 410 apartment units on the Baldwin Hills Alternative site; the existing mall buildings and theater are planned to remain. Although no project-specific permits have been submitted for the Baldwin Hills Alternative Site,²⁷ given the amount of development planned for the site, it is uncertain as to whether the City would consider an alternative plan for the site so soon after approval.

²⁶ AECOM, *Design and Operations Considerations of EIR Alternatives*, Letter from Bill Hanway, Executive Vice President, Global Sports Leader, AECOM to Chris Holmquist, Wilson Meany, May 7, 2020.

²⁷ Luciralia Ibarra, City Planner, City of Los Angeles, personal communication, March 25, 2020.

Site Availability

The project applicant does not control or own the Baldwin Hills Alternative Site. In addition, as discussed above, a plan to modernize and redevelop the existing Baldwin Hills Crenshaw Plaza shopping mall was approved by the Los Angeles City Council in 2018. Given the amount of development proposed for the site and the effort that went into obtaining the approval of these entitlements, it is unknown if the Baldwin Hills Alternative site is available for purchase, or if the owner of the site would be willing to sell to the project applicant. In addition, the plan to modernize and redevelop the site is currently subject to ongoing litigation, which could put a damper on the ability of the project applicant to purchase the property before the litigation is resolved.²⁸

Site Feasibility

The proximity of existing and future on-site retail uses and nearby residential neighborhoods bring the feasibility of Alternative 4 into question. Much of the parking that supports the current retail uses on the site would also be required to serve employees and attendees before, during, and after events at the Arena. Although some sharing is possible, the conflicting and overlapping schedules with the cinema and other major retail facilities that would remain on the northern part of the Alternative 4 site would create a significant parking, traffic, and operational challenges that could result in adverse effects to the existing and remaining businesses, or result in spillover effects in nearby neighborhoods (discussed further below under Traffic Constraints).

Traffic Constraints

With the retained commercial/retail facilities on the site fronting on Crenshaw Boulevard and West Martin Luther King Jr. Boulevard, access to the Arena-related parking would be limited to Santa Rosalia Drive, Stocker Street, and Marlton Avenue, all four-lane streets designed to meet the needs of a regional shopping center, but not to accommodate the peaking. Santa Rosalia Drive, in particular, connected to significant residential neighborhoods, and this could create conflicts during the overlap between rush hour and event traffic.

While the Baldwin Hills Alternative site is located adjacent to arterial roadways with large capacities, similar to the Proposed Project, regional highway facilities are located further from the site than the regional highway facilities that serve the Project Site. In particular, the Santa Monica Freeway (I-10) is located approximately 1.6 miles to the north, the Harbor Freeway (I-110) is located about 3.1 miles to the east, and the San Diego Freeway (I-405) is located approximately 3.5 miles to the west. As a result, traffic generated under Alternative 4 would have to travel farther to and from regional highway facilities, resulting in more potential affected intersections that could be adversely affected along roadways leading to the Baldwin Hills Alternative site.

City Objectives

Under the Baldwin Hills Alternative none of the City's objectives for the Proposed Project would be achieved. Specifically, none of the City's objectives to enhance the community would be accomplished. For example, the City would be unable to achieve its goals of promoting the City as a premier regional sports and entertainment center (City Objective 1), enhancing the City's general economic health by stimulating new business and economic activity (City Objective 2), and constructing (with private funds) a public assembly space that would host sporting, cultural, business, and community events (City Objective 8).

²⁸ Luciralia Ibarra, City Planner, City of Los Angeles, personal communication, March 25, 2020.

City of Inglewood Economic Development Goals

As discussed under No Project Alternative, above, the City of Inglewood has long-standing goals articulated in the General Plan Land Use Element which call for the promotion of economic development that would generate opportunities and employment for the City's residents. Contrary to these goals, Alternative 4 would eliminate all increases in revenues to the City and the Inglewood Unified School District, including if the Proposed Project were fully developed the addition of up to approximately 7,300 jobs over \$1 billion in economic activity due to project construction, up to approximately 1,500 net new ongoing jobs and up to approximately \$250 million in annual economic output.²⁹ While under the Baldwin Hills Alternative an equivalent level of economic benefits would likely accrue in the City of Los Angeles, none of the noted economic development benefits would accrue to the City of Inglewood.

Inconsistency with Federal Aviation Administration Airport Improvement Program Grant

As discussed above under Alternative 1, the intent of the AIP program is that the land in question acquired by the City and Successor Agency be cleared of incompatible uses, and that the grant recipients use their best efforts to dispose of the land at fair market value for development with airport compatible uses. Under Alternative 4, the proposed Project Site would not be developed as under the Proposed Project. Similar to the No Project Alternative, the Project Site would remain vacant and under-developed. Agreements between the FAA and the City under the AIP program provide that the City and the Successor Agency must use their best efforts to dispose of parcels acquired under this program at a fair market value at the earliest practicable time. Holding the Project Site vacant under Alternative 4 would be inconsistent with the obligation to use such best efforts, as specified in grant agreements under the FAA AIP program. Alternative 4 would also be inconsistent with the City's objective to "transform vacant or underutilized land within the City into compatible land uses within aircraft noise contours generated by operations at LAX, in compliance with Federal Aviation Administration (FAA) grants to the City."

Project Schedule and Costs

In addition to site acquisition, the proposed arena and associated development would require a complete redesign, including necessary NBA review and approval, along with review and approval through the City of Los Angeles, including preparation of a new CEQA document. The need to restart the planning and entitlement process would result in schedule extensions that would obstruct the ability to meet the project applicant's schedule objective to open in time for the 2024-25 NBA season.

The Alternative 4 site also does not meet the definition of "project area" included in PRC section 21168.6.8(a)(5). Thus, Alternative 4 would not meet the requirements for compliance with AB 987. As a result of this change, should the adequacy of the EIR be litigated, rather than the AB 987 dictated 270-day process for legal proceedings, including any potential appeals, the project would be subject to the established legal process which can take three or more years. As a result of a more extended legal process, litigation regarding the adequacy of the EIR for Alternative 2 would likely obstruct the ability to meet the project applicant's schedule objective to open in time for the 2024-25 NBA season. That is because construction financing is often unavailable while CEQA litigation is pending, meaning that construction would not be able to proceed until after litigation is resolved even if no injunction is issued. Indeed, the extent to which CEQA litigation interferes with the ability to move forward with projects while such litigation is pending is a central aim of statutes, such as AB 987, establishing an accelerated time frame for the resolution of CEQA litigation. (See, e.g., Legislative Findings

²⁹ HR&A, *Economic and Fiscal Impact Report: Inglewood Basketball and Entertainment Center*, May 2020, pages 4 to 5.

adopted pursuant to Assembly Bill 734 (2018 Stats. Chapter 959, § 1), Senate Bill 743 (2013 Stats, Chapter 386, § 1.) The same considerations apply here.

Loss of Environmental Benefits

Under AB 987, the project applicant has committed to a Greenhouse Gas (GHG) reduction plan that includes a number of local measures that would provide benefits in the City of Inglewood. These measures include such commitments as (1) replacement of 10 municipal fleet vehicles with Zero Emissions Vehicles (ZEVs) and construction of related infrastructure for those vehicles; (2) replacement of 2 transit vehicles that operate within the City with ZEVs and construction of related infrastructure for those vehicles; (3) installation of 20 electric vehicle charging stations at locations within the City available for public user for charging electric vehicles; (4) development of a program for planting of 1,000 trees within the City; and (5) implementation of a program to purchase and installation of 1,000 electric vehicle charging units for residential use in local communities near the Project Site, with City residents given a priority for participation. Because AB 987 would not apply at this site, these measures would not be implemented under Alternative 4.

Loss of Public Benefits

As described in the Development Agreement, the Proposed Project would provide the City, its residents, and the surrounding region with an extensive array of public benefits. The public benefits would total approximately \$100 million and would include (1) the creation of local jobs and workforce equity; (2) commitments to affordable housing and renter support; (3) rehabilitation of Morningside Park Library and creation of a community center; (4) support for City of Inglewood youth and education; (5) support for social and educational programs at the Inglewood Senior Center; (6) renovation of public basketball courts in Inglewood; (7) community engagement and collaboration, including use of the arena for charitable causes, and access to NBA games for community groups. These public benefits would not be provided to the City of Inglewood under Alternative 4.

Alternative 5: The District at South Bay Alternative Site

This alternative does not appear to be feasible for the following reasons: (1) the alternative site is located in a different jurisdiction; (2) the alternative site may not be available for purchase; (3) unique constraints associated with the alternative site's former use as a land fill; (4) accessibility to public transit; (5) fan base proximity; and (6) none of the City's stated objectives for the Proposed Project would be achieved. A more detailed discussion of each reason is provided below.

Jurisdictional Constraints

The District at South Bay Alternative Site is located within the City of Carson. Construction of the Proposed Project on the alternative site, would require approval by the Carson City Council. In 2006, the City of Carson adopted the Carson Marketplace Specific Plan, which proposed constructing a mix of commercial and residential uses. In 2011, the specific plan was amended and renamed "The Boulevards at South Bay Specific Plan." In 2015, the specific plan area was proposed as the location for an NFL Stadium that would have served as the home for the San Diego Chargers and Oakland Raiders franchises; however, the site was ultimately not chosen. In 2018, the specific plan was further amended to allow for regional commercial uses and renamed "The District at South Bay Specific Plan." Under the current adopted plan, the site would be developed with a total of 1,250 residential units and approximately 1.8 million square feet of commercial uses including approximately 711,500

square feet of regional commercial uses, including outlet and restaurant uses, and 890,000 square feet of regional retail center, neighborhood-serving commercial, restaurant, and commercial recreation/entertainment uses, as well as 350 total rooms in two hotels. The 711,500-square-foot regional commercial center (Los Angeles Premium Outlets) is currently under construction on the approximately 30-acre eastern portion of the specific plan area, adjacent to the I-405. Given the amount of development planned for the site and the extensive planning that has been previously undertaken, it is uncertain if the City would consider an alternative plan for the site so soon after approval of the current plan.

Site Availability

The project applicant does not control or own the District at South Bay Alternative Site. As discussed above, development on the District at South Bay Alternative Site has been contemplated for a number of years, and construction of a commercial center on a portion of the site is underway. Given the amount of development proposed for the site and the effort that went into obtaining the approval of these entitlements, it is unknown if the undeveloped portion of the site is available for purchase or if the owner of the site would be willing to sell to the project applicant. In addition, the City of Carson is currently in negotiations with a developer to construct commercial retail/entertainment and industrial uses on a 90-acre portion of the site, and if the negotiations are successful, then a large portion of the site would be unavailable for purchase.³⁰

Hazardous Materials Constraints

The District at South Bay Alternative site is a former Class II landfill that is currently undergoing remediation and closure. The DTSC Remedial Action Plan for the alternative site requires the creation of an impervious cap across the site underlain by clean fill. Thus, in order to avoid damaging the cap, instead of excavating to a depth of up to 35 feet and removing approximately 376,000 cubic yards of earth, construction of an arena on the alternative site would require the import of a similar amount of soil in order to build up the land underneath the arena to avoid disturbing buried landfill materials. Even with the build-up of the site, penetration of the cap would be required in order to put in place support piles to bear the weight of the structure. Any penetration of the cap would require re-sealing and repair of the cap.

The need to build the Arena above ground would also create significant operational challenges and increase the costs of the building structure itself. The project architect indicates that in a typical modern arena, the main concourse, typically feeds the lower bowl of an arena, and thus is usually 30 to 50 feet above the event floor. The City has observed that this is the case in recently constructed arenas in San Francisco and Sacramento. Under Alternative 5, the elevation of the concourse 30 to 50 feet above ground level would, according to the project architect, create a challenge for the safe movement of fans and would require the entire development to be raised on a podium, including the public plaza/open space, which would involve significant cost increases.³¹

The costs and time associated with importing backfill sufficient to raise both the Arena and the surrounding development area; repairs to the impervious cap and other work within the contaminated and ongoing remediation of soils; and additional building structure, façade, and internal features such as escalators and elevators due to a higher above ground structure, would be significant, and would add to the cost and extend the schedule of

³⁰ Raymond, John, Assistant City Manager, City of Carson, personal communication, March 25, 2020.

³¹ AECOM, *Design and Operations Considerations of EIR Alternatives*, Letter from Bill Hanway, Executive Vice President, Global Sports Leader, AECOM to Chris Holmquist, Wilson Meany, May 7, 2020.

constructing the arena at the District at South Bay Alternative Site, as compared to the Proposed Project. The added cost for the Arena, not including the costs for raising the surrounding development area, is estimated to range from \$35-70 million, an additional \$5-15 million for special construction within contaminated soils and ongoing remediation, and considerable extended time to accommodate additional design and construction.³²

As a result of the need to minimize any potential damage to the cap and disturbance of other ongoing remediation activities, the only way to supply the necessary parking for the Arena would be to create an Arena that would be an “island” type destination, surrounded by a large expanse of surface parking. The project architect has indicated that this type of development is inconsistent with modern best practice arena design and urban placemaking.³³ As such, Alternative 5 would be inconsistent with project applicant objective 3, which is to “[d]esign a Project that is synergistic with nearby existing and proposed uses and incorporates state-of-the-art urban design and venue design principles.”

Public Transit Inaccessibility

Bus service to the District at South Bay Alternative site is provided by the City of Carson’s bus system, Carson Circuit, which provides connections to the Metro Blue Line (Light Rail), Metro Silver Line (Bus Rapid Transit) and to regional bus service provided by Torrance Transit, the MTA, Long Beach Transit and Gardena Municipal Bus Lines. The nearest bus stop is located at the intersection of Del Amo Boulevard and Main Street, located adjacent to the northwest corner of the project site, and multiple bus lines running north-south along Avalon Boulevard. The District at South Bay Alternative site is not as close to expansive public transit, such as light rail and regional bus transit, as the Proposed Project and several of the proposed alternatives. The site is located approximately 3.5 miles from the Metro Blue Line station at Del Amo Boulevard, approximately 1.5 miles from the Metro Silver Line station on the I-110 freeway at Carson Street, and approximately 1.8 miles from the Harbor Gateway Transit Center. Although it is assumed that the Proposed Project would provide shuttle service to the Blue and Silver Lines similar to the proposed shuttle service to the Crenshaw/LAX and Green Lines to be provided as part of the Proposed Project, given the distance of stations from the District at South Bay Alternative site, these transit options might not be as desirable as driving to the site given the close proximity of the I-405 freeway, which is adjacent to the site.

Fan Base Proximity

Alternative 5 does not meet one of the project applicant’s basic objectives for the project. Objective 1(b) states: “Locate a basketball and entertainment center on a site that is geographically desirable and accessible to the LA Clippers’ current and anticipated fan base.” The District at South Bay Alternative site is located approximately 11 miles southeast of the Project Site. As such, the site is located 11 miles further away from the Clippers’ current home at Staples Arena in downtown Los Angeles. As part of its site selection process, the project applicant engaged a team of experienced professionals to identify sites in the greater Los Angeles area that could accommodate a new, state-of-the-art Arena and Arena support uses. The preliminary analysis included sites in and around downtown Los Angeles, on the west side of Los Angeles, and also sites as far south as Long Beach. Of the sites to the south, the District at South Bay site was the closest to the preferred west side location, but was

³² AECOM, *Design and Operations Considerations of EIR Alternatives*, Letter from Bill Hanway, Executive Vice President, Global Sports Leader, AECOM to Chris Holmquist, Wilson Meany, May 7, 2020.

³³ AECOM, *Design and Operations Considerations of EIR Alternatives*, Letter from Bill Hanway, Executive Vice President, Global Sports Leader, AECOM to Chris Holmquist, Wilson Meany, May 7, 2020.

ultimately deemed less desirable than other options that were closer to the current and anticipated future fan base.³⁴ For these reasons, the project applicant has indicated that this location would not achieve project applicant Objective 1(b).

City Objectives

Under the District at South Bay Alternative none of the City's objectives for the Proposed Project would be achieved. Specifically, none of the City's objectives to enhance the community would be accomplished. For example, the City would be unable to achieve its goals of promoting the City as a premier regional sports and entertainment center (City Objective 1), enhancing the City's general economic health by stimulating new business and economic activity (City Objective 2), and constructing (with private funds) a public assembly space that would host sporting, cultural, business, and community events (City Objective 8).

City of Inglewood Economic Development Goals

As discussed under No Project Alternative, above, the City of Inglewood has long-standing goals articulated in the General Plan Land Use Element which call for the promotion of economic development that would generate opportunities and employment for the City's residents. Contrary to these goals, the District at South Bay Alternative would eliminate all increases in revenues to the City and the Inglewood Unified School District, including approximately 7,300 jobs and over \$1 billion in economic activity due to project construction, approximately 1,500 net new ongoing jobs, and approximately \$250 million in annual economic output.³⁵ While under the District at South Bay Alternative an equivalent level of economic benefits would likely accrue in the City of Carson, none of the noted economic development benefits would accrue to the City of Inglewood.

Inconsistency with Federal Aviation Administration Airport Improvement Program Grant

As discussed above under Alternative 1, the intent of the AIP program is that the land in question acquired by the City and Successor Agency be cleared of incompatible uses, and that the grant recipients use their best efforts to dispose of the land at fair market value for development with airport compatible uses. Under Alternative 5, the proposed Project Site would not be developed as under the Proposed Project. Similar to the No Project Alternative, the Project Site would remain vacant and under-developed. Agreements between the FAA and the City under the AIP program provide that the City and the Successor Agency must use their best efforts to dispose of parcels acquired under this program at a fair market value at the earliest practicable time. Holding the Project Site vacant under Alternative 5 would be inconsistent with the obligation to use such best efforts, as specified in grant agreements under the FAA AIP program. Alternative 5 would also be inconsistent with the City's objective to "transform vacant or underutilized land within the City into compatible land uses within aircraft noise contours generated by operations at LAX, in compliance with Federal Aviation Administration (FAA) grants to the City."

Project Schedule and Costs

In addition to site acquisition, the proposed arena and associated development would require a complete redesign, including necessary NBA review and approval, along with review and approval through the City of Carson, including preparation of a new CEQA document. As noted above, the redesigned project would have to account

³⁴ AECOM, *Design and Operations Considerations of EIR Alternatives*, Letter from Bill Hanway, Executive Vice President, Global Sports Leader, AECOM to Chris Holmquist, Wilson Meany, May 7, 2020.

³⁵ HR&A, *Economic and Fiscal Impact Report: Inglewood Basketball and Entertainment Center*, May 2020, pages 4 to 5.

for the presence of hazardous materials at the site, which would increase design and construction costs as compared to the Proposed Project. In addition, the need to restart the planning and entitlement process would result in schedule extensions that would obstruct the ability to meet the project applicant's schedule objective to open in time for the 2024-25 NBA season.

The District at South Bay Alternative site also does not meet the definition of "project area" included in PRC section 21168.6.8(a)(5). Thus, Alternative 5 would not meet the requirements for compliance with AB 987. As a result of this change, should the adequacy of the EIR be litigated, rather than the AB 987 dictated 270-day process for legal proceedings, including any potential appeals, the project would be subject to the established legal process which can take three or more years. As a result of a more extended legal process, litigation regarding the adequacy of the EIR for Alternative 2 would likely obstruct the ability to meet the project applicant's schedule objective to open in time for the 2024-25 NBA season. That is because construction financing is often unavailable while CEQA litigation is pending, meaning that construction would not be able to proceed until after litigation is resolved even if no injunction is issued. Indeed, the extent to which CEQA litigation interferes with the ability to move forward with projects while such litigation is pending is a central aim of statutes, such as AB 987, establishing an accelerated time frame for the resolution of CEQA litigation. (See, e.g., Legislative Findings adopted pursuant to Assembly Bill 734 (2018 Stats. Chapter 959, § 1), Senate Bill 743 (2013 Stats, Chapter 386, § 1.) The same considerations apply here.

Loss of Environmental Benefits

Under AB 987, the project applicant has committed to a Greenhouse Gas (GHG) reduction plan that includes a number of local measures that would provide benefits in the City of Inglewood. These measures include such commitments as (1) replacement of 10 municipal fleet vehicles with Zero Emissions Vehicles (ZEVs) and construction of related infrastructure for those vehicles; (2) replacement of 2 transit vehicles that operate within the City with ZEVs and construction of related infrastructure for those vehicles; (3) installation of 20 electric vehicle charging stations at locations within the City available for public user for charging electric vehicles; (4) development of a program for planting of 1,000 trees within the City; and (5) implementation of a program to purchase and installation of 1,000 electric vehicle charging units for residential use in local communities near the Project Site, with City residents given a priority for participation. Because AB 987 would not apply at this site, these measures would not be implemented under Alternative 5.

Loss of Public Benefits

As described in the Development Agreement, the Proposed Project would provide the City, its residents, and the surrounding region with an extensive array of public benefits. The public benefits would total approximately \$100 million and would include (1) the creation of local jobs and workforce equity; (2) commitments to affordable housing and renter support; (3) rehabilitation of Morningside Park Library and creation of a community center; (4) support for City of Inglewood youth and education; (5) support for social and educational programs at the Inglewood Senior Center; (6) renovation of public basketball courts in Inglewood; (7) community engagement and collaboration, including use of the arena for charitable causes, and access to NBA games for community groups. These public benefits would not be provided to the City of Inglewood under Alternative 5.

Alternative 6: Hollywood Park Specific Plan Alternative Site

The Hollywood Park Specific Plan Alternative does not appear to be feasible for the following reasons: (1) the alternative site may not be available for purchase; (2) it may not be feasible to construct the Proposed Project on the alternative site; (3) the Project Site would remain underutilized, thus not meeting the City's vision for the site; and (4) parking on the alternative site is constrained. A more detailed discussion of each reason is provided below.

Site Availability

The project applicant does not control or own the Hollywood Park Specific Plan Alternative Site within the HPSP area, which is located directly to the north of the Project Site across West Century Boulevard. In 2009, the City of Inglewood adopted the Hollywood Park Specific Plan, which proposed constructing a mix of office, commercial, residential, and community serving uses on the 238-acre site. In 2015, the Specific Plan was amended to include an NFL stadium. The City of Inglewood has approved construction plans or issued building permits for, and construction has commenced on, significant portions of the HPSP area, including the construction of a 70,000-seat open air NFL Stadium, a 6,000-seat performance venue, 518,077 square feet (sf) of retail and restaurant uses, 466,000 sf of office space, 314 residential units, an 11.89-acre park, a 4-acre civic use, and approximately 9,900 parking spaces. Given the amount of development proposed within the HPSP area and the effort that went into obtaining the approval of these entitlements, it is unknown if the site is available for purchase or if the owner of the site would be willing to sell to the project applicant.

Site Feasibility

Development of the Hollywood Park Specific Plan Alternative within the HPSP area would displace uses planned under the Hollywood Park Specific Plan Alternative site to other portions of the HPSP area, and there may not be sufficient space within the HPSP area to accommodate these displaced uses.

Because of the desire to limit the displacement of previously planned and approved uses in the HPSP area, the Alternative 6 site would provide limited amount of plaza space (approximately 104,650 sf as shown in Draft EIR Figure 6-5, page 6-70) that may be insufficient to meet the requirements necessary for safe ingress and egress of Arena crowds, and may not provide sufficient space or the proper configuration to accommodate the project applicant's "Champions Plaza" concept. Because of the limited size of the site and available plaza space, it is likely that Arena crowds would spill over into adjacent landscaped open spaces that are part of the Lake Park in the Hollywood Park Specific Plan. This small size and lack of plaza area would exacerbate safety and operational concerns if simultaneous events are held at the NFL Stadium and the Alternative 6 arena, as the current Lake Park open space was designed, in part, to accommodate the crowd flows before and after Stadium events.³⁶

Inconsistency with Federal Aviation Administration Airport Improvement Program Grant

As discussed above under Alternative 1, the intent of the AIP program is that the land in question acquired by the City and Successor Agency be cleared of incompatible uses, and that the grant recipients use their best efforts to dispose of the land at fair market value for development with airport compatible uses. Under Alternative 6, the proposed Project Site would not be developed as under the Proposed Project. Similar to the No Project

³⁶ AECOM, *Design and Operations Considerations of EIR Alternatives*, Letter from Bill Hanway, Executive Vice President, Global Sports Leader, AECOM to Chris Holmquist, Wilson Meany, May 7, 2020.

Alternative, the Project Site would remain vacant and under-developed. Agreements between the FAA and the City under the AIP program provide that the City and the Successor Agency must use their best efforts to dispose of parcels acquired under this program at a fair market value at the earliest practicable time. Holding the Project Site vacant under Alternative 6 would be inconsistent with the obligation to use such best efforts, as specified in grant agreements under the FAA AIP program. Alternative 6 would also be inconsistent with the City's objective to "transform vacant or underutilized land within the City into compatible land uses within aircraft noise contours generated by operations at LAX, in compliance with Federal Aviation Administration (FAA) grants to the City."

Parking Constraints

The Proposed Project would demand approximately 7,700 parking spaces for LA Clippers basketball games, and up to 8,100 parking spaces for sold out concert events. According to City's Municipal Code, the Proposed Project would be required to provide 4,125 parking spaces with the remaining parking spaces provided off-site. The Hollywood Park Specific Plan Alternative would provide 1,045 spaces, which is only about a quarter of the spaces required by code. As a result, up to approximately 7,000 off-site parking spaces would be required under this alternative, most likely among the 9,900 spaces provided within the HPSP area. However, the HPSP requires that "no less than 9,000 spaces located throughout the HPSP area be made available" for the NFL Stadium. As a result, under the Hollywood Park Specific Plan Alternative events at the arena and stadium could not overlap; events at the arena would have to be scheduled when the stadium is not in use, thus potentially resulting in fewer events at the arena.

City of Inglewood Economic Development Goals

As discussed under No Project Alternative, above, the City of Inglewood has long-standing goals articulated in the General Plan Land Use Element which call for the promotion of economic development that would generate opportunities and employment for the City's residents. The Hollywood Park Specific Plan Alternative would involve the development of the same or substantially similar components of the Proposed Project on approximately 12 acres. It is assumed that it would generate the same approximate revenues to the City and the Inglewood Unified School District as the Proposed Project.

City Objectives for the Proposed Project

Alternative 6 would not be responsive to City Objective 5 to "[t]ransform vacant or underutilized land within the City into compatible land uses within aircraft noise contours generated by operations at LAX, in compliance with Federal Aviation Administration (FAA) grants to the City."

Project Schedule and Costs

In addition to site acquisition, the proposed arena and associated development would require a complete redesign, including necessary NBA review and approval, along with review and approval through the City Inglewood, including preparation of a new CEQA document to support changes to the Hollywood Park Specific Plan. The need to restart the planning and entitlement process would result in schedule extensions that would obstruct the ability to meet the project applicant's schedule objective to open in time for the 2024-25 NBA season.

Further, the Alternative 6 site also does not meet the definition of "project area" included in PRC section 21168.6.8(a)(5). Thus, Hollywood Park Specific Plan Alternative would not meet the requirements for compliance with AB 987. As a result of this change, should the adequacy of the EIR be litigated, rather than the

AB 987 dictated 270-day process for legal proceedings, including any potential appeals, the project would be subject to the established legal process which can take three or more years. As a result of a more extended legal process, litigation regarding the adequacy of the EIR for Alternative 2 would likely obstruct the ability to meet the project applicant's schedule objective to open in time for the 2024-25 NBA season. That is because construction financing is often unavailable while CEQA litigation is pending, meaning that construction would not be able to proceed until after litigation is resolved even if no injunction is issued. Indeed, the extent to which CEQA litigation interferes with the ability to move forward with projects while such litigation is pending is a central aim of statutes, such as AB 987, establishing an accelerated time frame for the resolution of CEQA litigation. (See, e.g., Legislative Findings adopted pursuant to Assembly Bill 734 (2018 Stats. Chapter 959, § 1), Senate Bill 743 (2013 Stats, Chapter 386, § 1.) The same considerations apply here.

Loss of Environmental Benefits

Under AB 987, the project applicant has committed to a Greenhouse Gas (GHG) reduction plan that includes a number of local measures that would provide benefits in the City of Inglewood. These measures include such commitments as (1) replacement of 10 municipal fleet vehicles with Zero Emissions Vehicles (ZEVs) and construction of related infrastructure for those vehicles; (2) replacement of 2 transit vehicles that operate within the City with ZEVs and construction of related infrastructure for those vehicles; (3) installation of 20 electric vehicle charging stations at locations within the City available for public user for charging electric vehicles; (4) development of a program for planting of 1,000 trees within the City; and (5) implementation of a program to purchase and installation of 1,000 electric vehicle charging units for residential use in local communities near the Project Site, with City residents given a priority for participation. Because AB 987 would not apply at this site, these measures would not be implemented under Alternative 6.

Alternative 7: The Forum Alternative Site

This alternative does not appear to be feasible for the following reasons: (1) it may not be feasible to construct the Proposed Project on the alternative site; (2) the Project Site would remain underutilized, and thus not meet the City's vision for the site; and (3) construction of the Proposed Project would result in the loss of an historic resource. A more detailed discussion of each reason is provided below.

Site Feasibility

To efficiently distribute parking for the operation of the Arena on the Alternative 7 site, the main parking structure under this Alternative would be located on the north side of the site, along West Manchester Boulevard, and additional surface parking would be accessed from the east, off of Kareem Court and Pincay Drive. As a result of these access requirements, the primary plaza and open space for Alternative 7 would be aligned along the western edge of the site, between the arena structure and South Prairie Avenue. The project architect has stated that the resulting linear shape of the plaza, and high level of exposure to South Prairie Avenue, a 6-lane arterial, would inhibit the creation of a unique urban environment and would be contrary to best practices in urban placemaking.³⁷

³⁷ AECOM, *Design and Operations Considerations of EIR Alternatives*, Letter from Bill Hanway, Executive Vice President, Global Sports Leader, AECOM to Chris Holmquist, Wilson Meany, May 7, 2020.

Loss of Historic Resource

The Forum Alternative site is currently developed with an historic concert venue known as The Forum. The Forum is an approximately 350,000 sf arena that opened in 1967 and until 1999 was the home of the NBA Los Angeles Lakers, the NHL Los Angeles Kings, and the WNBA Los Angeles Sparks, and hosted other major sporting events and other athletic competitions, concerts, and events. In 2012, The Forum underwent comprehensive renovation and rehabilitation that included structural, aesthetic, and amenity improvements completed in 2014 to convert The Forum into a world-class concert and event venue. In addition, The Forum was listed on the National Register of Historic Places and the California Register of Historic Resources in 2014 as an architecturally significant historic place worthy of preservation. The renovation of The Forum was funded in part by federal tax credits for its restoration as a National Register-listed building and an \$18 million loan from the City of Inglewood for the restoration and rehabilitation of the structure. As it is not structurally feasible to renovate the existing Forum building to meet the requirements of a modern NBA arena, the existing Forum building would need to be demolished under this alternative, thus resulting in the significant and unavoidable impact associated with the loss of a historic resource. Finally, even if it was structurally feasible to renovate the arena, these changes would remove or substantially alter the character defining features of The Forum that make it eligible for listing on the National Register and California Register.

City Objectives for the Proposed Project

The Forum Alternative would meet some of City's objectives for the Proposed Project. The Forum Alternative would meet the City's goals of becoming a regional sports and entertainment center (City Objective 1) and stimulating economic development (City Objective 2), however because this alternative would involve demolition of an existing entertainment venue, The Forum, in order to build a new sports and entertainment venue of similar size, it would not achieve these goals to the same extent as the Proposed Project. As explained above, The Forum site is currently developed with a large entertainment venue, and while there are surrounding surface parking lots that can be seen as underdeveloped, the Forum Alternative site is not underutilized to the same degree as the Project Site.

Because City Objective 5 is to "[t]ransform vacant or underutilized land within the City into compatible land uses within aircraft noise contours generated by operations at LAX, in compliance with Federal Aviation Administration (FAA) grants to the City," Alternative 7 would not be as responsive to this objective as the Proposed Project. Finally, because the Forum Alternative would result in a new significant and unavoidable impact as a result of the demolition of the historic Forum building, it would be less responsive than the Proposed Project to City Objective 10, which calls for the project objectives to be achieved "in an expeditious and environmentally conscious manner."

City of Inglewood Economic Development Goals

As discussed under No Project Alternative, above, the City of Inglewood has long-standing goals articulated in the General Plan Land Use Element which call for the promotion of economic development that would generate opportunities and employment for the City's residents. Contrary to these goals. The Forum Alternative would involve the development of the same or substantially similar components of the Proposed Project on approximately 28 acres currently occupied by the historic Forum concert and event venue and ancillary structures and surface parking, it would generate the same approximate revenues to the City and the Inglewood Unified School District as the Proposed Project. However, it would result in the demolition of The Forum entertainment venue, and would eliminate the current revenue that is generated to the City, which is materially larger than the

revenue generation from the uses on the proposed Project Site. As such, The Forum Alternative would generate a materially smaller level of net new economic development than the Proposed Project.

Inconsistency with Federal Aviation Administration Airport Improvement Program Grant

As discussed above under Alternative 1, the intent of the AIP program is that the land in question acquired by the City and Successor Agency be cleared of incompatible uses, and that the grant recipients use their best efforts to dispose of the land at fair market value for development with airport compatible uses. Under Alternative 7, the proposed Project Site would not be developed as under the Proposed Project. Similar to the No Project Alternative, the Project Site would remain vacant and under-developed. Agreements between the FAA and the City under the AIP program provide that the City and the Successor Agency must use their best efforts to dispose of parcels acquired under this program at a fair market value at the earliest practicable time. Holding the Project Site vacant under Alternative 7 would be inconsistent with the obligation to use such best efforts, as specified in grant agreements under the FAA AIP program. Alternative 7 would also be inconsistent with the City's objective to "transform vacant or underutilized land within the City into compatible land uses within aircraft noise contours generated by operations at LAX, in compliance with Federal Aviation Administration (FAA) grants to the City."

Project Schedule and Costs

In addition to site acquisition, the proposed arena and associated development would require a complete redesign, including necessary NBA review and approval, along with review and approval through the City of Inglewood, including preparation of a new CEQA document. The need to restart the planning and entitlement process would result in schedule extensions that would obstruct the ability to meet the project applicant's schedule objective to open in time for the 2024-25 NBA season.

The Alternative 7 site also does not meet the definition of "project area" included in PRC section 21168.6.8(a)(5). Thus, The Forum Alternative would not meet the requirements for compliance with AB 987. As a result of this change, should the adequacy of the EIR be litigated, rather than the AB 987 dictated 270-day process for legal proceedings, including any potential appeals, the project would be subject to the established legal process which can take three or more years. As a result of a more extended legal process, litigation regarding the adequacy of the EIR for Alternative 2 would likely obstruct the ability to meet the project applicant's schedule objective to open in time for the 2024-25 NBA season. That is because construction financing is often unavailable while CEQA litigation is pending, meaning that construction would not be able to proceed until after litigation is resolved even if no injunction is issued. Indeed, the extent to which CEQA litigation interferes with the ability to move forward with projects while such litigation is pending is a central aim of statutes, such as AB 987, establishing an accelerated time frame for the resolution of CEQA litigation. (See, e.g., Legislative Findings adopted pursuant to Assembly Bill 734 (2018 Stats. Chapter 959, § 1), Senate Bill 743 (2013 Stats, Chapter 386, § 1.) The same considerations apply here.

Loss of Environmental Benefits

Under AB 987, the project applicant has committed to a Greenhouse Gas (GHG) reduction plan that includes a number of local measures that would provide benefits in the City of Inglewood. These measures include such commitments as (1) replacement of 10 municipal fleet vehicles with Zero Emissions Vehicles (ZEVs) and construction of related infrastructure for those vehicles; (2) replacement of 2 transit vehicles that operate within the City with ZEVs and construction of related infrastructure for those vehicles; (3) installation of 20 electric

vehicle charging stations at locations within the City available for public user for charging electric vehicles; (4) development of a program for planting of 1,000 trees within the City; and (5) implementation of a program to purchase and installation of 1,000 electric vehicle charging units for residential use in local communities near the Project Site, with City residents given a priority for participation. Because AB 987 would not apply at this site, these measures would not be implemented under Alternative 7.

Project Site Underutilization

As discussed above, parcels on the Project Site have remained vacant for a variety of reasons. If the Proposed Project were not to be constructed on the Project Site, these parcels would likely remain vacant for the foreseeable future, and thus the site would not be transformed to include land uses that are compatible with the existing noise environment.

The Silverstein Law Firm, APC

June 30, 2020

**Brown Act Violations; Cure and Correct Demand in
Connection with City Council Meetings on June 9 and June
16, 2020 and Demand to Cease and Desist, Including Under
Govt. Code § 54960.2; IBEC Project SCH 2018021056;
Request to Include this letter in Record for IBEC DEIR**

EXHIBIT 8

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THE SILVERSTEIN LAW FIRM, APC
215 North Marengo Avenue, 3rd Floor
Pasadena, CA 91101-1504

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

AARON M. EPSTEIN, an individual,

Petitioner,

vs.

CITY OF LOS ANGELES, a municipal
corporation; the CITY OF LOS ANGELES
PLANNING COMMISSION; and DOES 1
through 10, inclusive,

Respondents

Case No. BS108652

**PEREMPTORY WRIT OF
MANDATE**

Date: October 6, 2008
Dept. 86

[Hon. David P. Yaffe]

THE SILVERSTEIN LAW FIRM, APC
215 North Marengo Avenue, 3rd Floor
Pasadena, CA 91101-1504

1 TO RESPONDENTS CITY OF LOS ANGELES AND CITY OF LOS ANGELES
2 PLANNING COMMISSION, INCLUDING ITS AREA PLANNING COMMISSIONS:

3
4 YOU ARE HEREBY COMMANDED immediately upon receipt of this writ:

- 5 1. To describe in all of the Planning Commission and Area Planning
6 Commission's posted agendas the actions that the Planning Commission and
7 Area Planning Commissions are requested to take at their meetings and
8 hearings under CEQA with the same degree of clarity, particularity, and
9 detail as used to describe the non-CEQA actions to be taken at the same
10 meetings and hearings, as quoted and described in Exhibit 1 hereto.
- 11 2. To identify in all of the Planning Commission and Area Planning
12 Commission's posted agendas the CEQA actions as actions that the
13 Planning Commission and Area Planning Commissions have been requested
14 or that they propose to take at their meetings and hearings.
- 15 3. Not to take any actions or to discuss any items under CEQA that are not
16 described in the Planning Commission and Area Planning Commission's
17 posted agendas with the clarity, particularity, and detail as quoted and
18 described in Exhibit 1 hereto.

19 YOU ARE HEREBY FURTHER COMMANDED that you shall, through an
20 authorized officer(s), make a return to the peremptory writ of mandate under oath
21 specifying what the City, Planning Commission and Area Planning Commissions have
22 done to comply with the writ and to file that return with the Court, and serve that return by
23 hand or facsimile upon Petitioner's counsel of record in this proceeding, within 90 days of
24 service of the writ on the City, Planning Commission and Area Planning Commissions.

25 COUNTY CLERK

26 ~~JOHN A. CLARKE, CLERK~~

27 DATED: NOV 12 2008

By:

K.W. Kam

Deputy County Clerk, Clerk of Superior Court

EXHIBIT 1

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 10/06/08

DEPT. 86

HONORABLE DAVID P. YAFFE

JUDGE

C. HUDSON

DEPUTY CLERK

HONORABLE
3.

JUDGE PRO TEM

B. JAUREGUI, COURTROOM ASST.

ELECTRONIC RECORDING MONITOR

NONE

Deputy Sheriff

C. CRUZ, CSR # 9095

Reporter

9:30 am

BS108652

Plaintiff

Counsel

ROBERT P. SILVERSTEIN (X)

LA MIRADA AVENUE NEIGHBORHOOD

Defendant

VS

Counsel

TERRY P. K. MACIAS (X)

CITY OF LOS ANGELES ET AL

NATURE OF PROCEEDINGS:

HEARING ON PETITION FOR WRIT OF MANDATE;

Matter comes on for trial and is argued.

The Petition for Writ of Mandate is granted.

This is a proceeding under the Ralph M. Brown Act, Government Code section 54950 et seq, which is California's Local Agency Public Meeting Law. The legislative purpose of the law is to require local commissions, boards, and councils and other public agencies of the state to conduct the people's business in public (section 54950). One of the requirements of the law is that a public agency post an agenda 72 hours before each regular meeting that contains a brief general description of each item of business to be transacted or discussed at the meeting, and to prohibit the legislative body of a local agency from undertaking any action or discussion on any item that does not appear on such posted agenda (section 54954.2(a)).

The evidence before the court, which is uncontradicted, shows that the City Planning Commission of the City of Los Angeles repeatedly posted agendas of its meeting during the year 2007 that clearly disclosed each action that it intended to take or discuss at a meeting except actions to be taken or

<p align="center">MINUTES ENTERED 10/06/08 COUNTY CLERK</p>

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 10/06/08

DEPT. 86

HONORABLE DAVID P. YAFFE

JUDGE

C. HUDSON

DEPUTY CLERK

HONORABLE
3.

JUDGE PRO TEM

B. JAUREGUI, COURTROOM ASST.

ELECTRONIC RECORDING MONITOR

NONE

Deputy Sheriff

C. CRUZ, CSR # 9095

Reporter

9:30 am

BS108652

Plaintiff

Counsel

ROBERT P. SILVERSTEIN (X)

LA MIRADA AVENUE NEIGHBORHOOD

Defendant

VS

Counsel

TERRY P. K. MACIAS (X)

CITY OF LOS ANGELES ET AL

NATURE OF PROCEEDINGS:

considered under the California Environmental Quality Act (Public Resources section 20000 et seq). Non-CEQA items were described under the heading "Requested Action" in terms such as the following: "Permit 11,373 square feet of alleys to be vacated and added to the billable area used to calculate floor area"; "permit zero foot side yard setbacks in lieu of the minimum sixteen foot side yards otherwise required"; "permit a mixed use development with a floor area ratio of 9.9:1 throughout the entire site in lieu of the maximum allowed ratio of 6:1"; "change the land use designation (by general plan amendment) from light manufacturing to regional commercial"; "permit a residential density of one unit per 136 square feet of net lot area throughout the entire site in lieu of the minimum allowed one unit per 200 square feet of net lot area."

In each of the foregoing meetings, the Planning Commission also took important action required by CEQA consisting of the adoption of a statement of overriding considerations, certification of a Final Environmental Impact Report, or the adoption of findings required by CEQA (Public Resources Code section 21081(a)). These actions were not described in the agenda in the same manner as the non-CEQA actions above quoted, nor were they placed under a heading of Requested Actions. The only information in the agenda that in any way identified the actions to be taken under CEQA was a cryptic reference like the following: "CEQA: ENV-2005-7720-EIR." Such cryptic

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 10/06/08

DEPT. 86

HONORABLE DAVID P. YAFFE

JUDGE

C. HUDSON

DEPUTY CLERK

HONORABLE
3.

JUDGE PRO TEM

B. JAUREGUI, COURTROOM ASST.

ELECTRONIC RECORDING MONITOR

NONE

Deputy Sheriff

C. CRUZ, CSR # 9095

Reporter

9:30 am

BS108652

Plaintiff

Counsel

ROBERT P. SILVERSTEIN (X)

LA MIRADA AVENUE NEIGHBORHOOD

Defendant

VS

Counsel

TERRY P. K. MACIAS (X)

CITY OF LOS ANGELES ET AL

NATURE OF PROCEEDINGS:

references are meaningless to most members of the public and do not in any way describe the particular action to be taken at the meeting under the California Environmental Quality Act.

Such descriptions not only violate the Ralph M. Brown Act, but they also violate the fundamental purpose of CEQA. "If CEQA is scrupulously followed, 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 court does not pass upon the correctness of the EIR's environmental conclusions, but only upon its sufficiency as an informative document." LAUREL HEIGHTS IMPROVEMENT ASSOCIATION v. REGENTS OF UNIVERSITY OF CALIFORNIA, 47 Cal.3d 376, 392(1988).

Petitioners are entitled to the issuance of a writ of mandate that commands the City Planning Commission to describe in its posted agendas the actions that it is requested to take at the meeting under CEQA with the same degree of clarity, particularity, and detail that it uses to describe the non-CEQA actions to be taken at the same meeting, as quoted above. The Planning Commission is also commanded to identify the CEQA actions as actions that it has been requested or that it proposes to take at the meeting. The Planning Commission is also to be commanded not to take any action or discuss any item under CEQA that is not

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 10/06/08

DEPT. 86

HONORABLE DAVID P. YAFFE

JUDGE

C. HUDSON

DEPUTY CLERK

HONORABLE
3.

JUDGE PRO TEM

B. JAUREGUI, COURTROOM ASST.

ELECTRONIC RECORDING MONITOR

NONE

Deputy Sheriff

C. CRUZ, CSR # 9095

Reporter

9:30 am

BS108652

Plaintiff

Counsel

ROBERT P. SILVERSTEIN (X)

LA MIRADA AVENUE NEIGHBORHOOD

Defendant

Counsel

TERRY P. K. MACIAS (X)

VS

CITY OF LOS ANGELES ET AL

NATURE OF PROCEEDINGS:

described with the clarity, particularity, and detail herein ordered. Petitioners are also entitled to a judgment that declares that the method that has been used to describe CEQA actions to be taken or discussed at Planning Commission meetings is unlawful and is to be discontinued.

Counsel for petitioners are to submit a proposed judgment and a proposed writ to this department within ten days with a proof of service showing that copies of said documents have been served upon opposing counsel by hand delivery or facsimile. The court will hold said documents for ten days before signing and filing the judgment and causing the clerk to issue the writ.

PROOF OF SERVICE

I, Arsineh Arakel, declare:

I am a resident of the state of California and over the age of eighteen years, and not a party to the within action; my business address is The Silverstein Law Firm, 215 North Marengo Ave, 3rd Floor, Pasadena, California 91101-1504. On October 24, 2008, I served the within document(s):

PEREMPTORY WRIT OF MANDATE

by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Pasadena, California addressed as set forth below.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below.

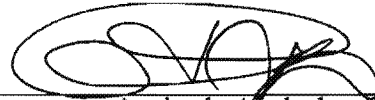
CASE NAME: **AARON EPSTEIN v. CITY OF LOS ANGELES, et al.**
CASE No.: **BS108652**

Terry P. Kaufmann Macias, Esq.
Los Angeles City Attorney's Office
Room 700, City Hall East
200 North Main Street
Los Angeles, CA 90012

Fax: (213) 978-8214

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 24, 2008, at Pasadena, California.



Arsineh Arakel

The Silverstein Law Firm, APC

June 30, 2020

**Brown Act Violations; Cure and Correct Demand in
Connection with City Council Meetings on June 9 and June
16, 2020 and Demand to Cease and Desist, Including Under
Govt. Code § 54960.2; IBEC Project SCH 2018021056;
Request to Include this letter in Record for IBEC DEIR**

EXHIBIT 9

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-29-20

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 despite sustained efforts, the virus continues to spread and is impacting nearly all sectors of California; and

WHEREAS the threat of COVID-19 has resulted in serious and ongoing economic harms, in particular to some of the most vulnerable Californians; and

WHEREAS time bound eligibility redeterminations are required for Medi-Cal, CalFresh, CalWORKs, Cash Assistance Program for Immigrants, California Food Assistance Program, and In Home Supportive Services beneficiaries to continue their benefits, in accordance with processes established by the Department of Social Services, the Department of Health Care Services, and the Federal Government; and

WHEREAS social distancing recommendations or Orders as well as a statewide imperative for critical employees to focus on health needs may prevent Medi-Cal, CalFresh, CalWORKs, Cash Assistance Program for Immigrants, California Food Assistance Program, and In Home Supportive Services beneficiaries from obtaining in-person eligibility redeterminations; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order 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 and 8571, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. As to individuals currently eligible for benefits under Medi-Cal, CalFresh, CalWORKs, the Cash Assistance Program for Immigrants, the California Food Assistance Program, or In Home Supportive Services benefits, and to the extent necessary to allow such individuals to maintain eligibility for such benefits, any state law, including but not limited to California Code of Regulations, Title 22, section 50189(a) and Welfare and Institutions Code sections 18940 and 11265, that would require redetermination of such benefits is suspended for a period of 90 days from the date of this Order. This Order shall be construed to be consistent with applicable federal laws, including but not limited to Code of Federal Regulations, Title 42, section 435.912, subdivision (e), as interpreted by the Centers for Medicare and Medicaid Services (in guidance issued on January 30, 2018) to permit the extension of

otherwise-applicable Medicaid time limits in emergency situations.

2. Through June 17, 2020, any month or partial month in which California Work Opportunity and Responsibility to Kids (CalWORKs) aid or services are received pursuant to Welfare and Institutions Code Section 11200 et seq. shall not be counted for purposes of the 48-month time limit set forth in Welfare and Institutions Code Section 11454. Any waiver of this time limit shall not be applied if it will exceed the federal time limits set forth in Code of Federal Regulations, Title 45, section 264.1.
3. Paragraph 11 of Executive Order N-25-20 (March 12, 2020) is withdrawn and superseded by the following text:

Notwithstanding any other provision of state or local law (including, but not limited to, the Bagley-Keene Act or the Brown Act), and subject to the notice and accessibility requirements set forth below, a local legislative body or state body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body or state body. All requirements in both the Bagley-Keene Act and the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or of the public as a condition of participation in or quorum for a public meeting are hereby waived.

In particular, any otherwise-applicable requirements that

- (i) state and local bodies notice each teleconference location from which a member will be participating in a public meeting;
- (ii) each teleconference location be accessible to the public;
- (iii) members of the public may address the body at each teleconference conference location;
- (iv) state and local bodies post agendas at all teleconference locations;
- (v) at least one member of the state body be physically present at the location specified in the notice of the meeting; and
- (vi) during teleconference meetings, a least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction

are hereby suspended.

A local legislative body or state body that holds a meeting via teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements set forth below, shall have satisfied any requirement that the body allow

members of the public to attend the meeting and offer public comment. Such a body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

Accessibility Requirements: If a local legislative body or state body holds a meeting via teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the body shall also:

- (i) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the Americans with Disabilities Act and resolving any doubt whatsoever in favor of accessibility; and
- (ii) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to subparagraph (ii) of the Notice Requirements below.

Notice Requirements: Except to the extent this Order expressly provides otherwise, each local legislative body and state body shall:

- (i) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by the Bagley-Keene Act or the Brown Act, and using the means otherwise prescribed by the Bagley-Keene Act or the Brown Act, as applicable; and
- (ii) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in such means of public observation and comment, or any instance prior to the issuance of this Order in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of such means, a body may satisfy this requirement by advertising such means using "the most rapid means of communication available at the time" within the meaning of Government Code, section 54954, subdivision (e); this shall include, but need not be limited to, posting such means on the body's Internet website.

All of the foregoing provisions concerning the conduct of public meetings shall apply only during the period in which state or local public health officials have imposed or recommended social distancing measures.

All state and local bodies are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Bagley-Keene Act and the Brown Act, and other applicable local laws regulating the conduct of public meetings, in order to maximize transparency and provide the public access to their meetings.

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 17th day of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

4.E TRAFFIC AND CIRCULATION

4.E.1 INTRODUCTION

This section analyzes impacts on existing and future transportation and circulation systems that would result from implementation of the proposed TOD Plan for Downtown Inglewood and Fairview Heights. Transportation-related issues of concern that are addressed include traffic on local and regional roadways, transit, bicycles, pedestrians, parking, freight loading, and construction-related activities. Transportation impacts are assessed for weekday AM and PM commute periods for existing and cumulative conditions.

This section is based on information contained in the Downtown Inglewood and Fairview Heights Transportation Study, prepared by Iteris, a copy of which is included as Appendix B, *Traffic Impact Analysis*.

DEFINITIONS

- **Average Daily Traffic (ADT)** represents the average traffic volume during a typical 24-hour day.
- **Bike Lane** refers to a corridor expressly reserved by markings for bicycles, existing on a street or roadway in addition to any lanes for use by motorized vehicles (Class 2 Bikeway).
- **Bike Path** refers to a paved route not on a street or roadway and expressly reserved for bicycles. Bike paths may parallel roads but typically are separated from them (Class 1 Bikeway).
- **Bike Route** refers to a facility shared with motorists and identified by signs or pavement marking symbols. A bike route does not have lane stripes (Class 3 Bikeway).
- **Bus Rapid Transit (BRT)** is a bus-based transit system that generally has specialized design, services and infrastructure to improve system quality and remove the typical causes of delay. BRT aims to combine the capacity and speed of light rail with the flexibility, lower cost and simplicity of a bus system by providing fully dedicated bus lanes along a significant part of their route. In addition, a BRT system typically has one or more of the following elements:
 - Alignment in the center of the road (to avoid typical curb-side delays);
 - Stations with off-board fare collection (to reduce boarding and alighting delay related to paying the driver);
 - Station platforms level with the bus floor (to reduce boarding and alighting delay caused by steps); and/or
 - Bus priority at intersections (to avoid intersection signal delay).
- **Collector** refers to a transitional street design that is between arterials and local streets. A collector is typically designed to carry 3,000 to 10,000 vehicles per day with one or more travel lane in each direction.
- **Congestion Management Plans (CMP)** are state-mandated programs (Government Code §65089a) that requires each county to prepare a plan to relieve congestion and reduce air

pollution. Unless otherwise specified, references to the Congestion Management Plan are to the CMP as adopted by SCAG for Los Angeles County.

- **Level of Service (LOS)** represents the quality of an intersection or freeway mainline segment based on volume to capacity ratio or delay. LOS values range from LOS A (best) to LOS F (worst). See *Methodology* below for a full description of LOS and how it is used throughout this section.
- **Major Arterial** is a roadway that is typically designed to carry over 30,000 vehicles per day with a minimum of two full-time through lanes in each direction in addition to a separate median lane (raised or painted) to accommodate left turn movements.
- **Minor Arterial** is a roadway that is typically designed to carry 15,000 to 30,000 vehicles per day, with minimum of two travel lanes in each direction. A separate (generally painted) median lane to accommodate left turn movement is desirable if there is sufficient roadway width.
- **Paratransit** consists of an alternative mode of passenger transportation that does not follow fixed routes or schedules, and consists typically of vans or minibuses. Paratransit services are operated by public transit agencies, community groups or not-for-profit corporations, and for profit private companies or operators.
- **Passenger Car Equivalent (PCE)** is a factor used to adjust heavy vehicles for an accurate evaluation of passenger car trips. PCE volumes were computed using a PCE factor of 1.5 for 2-axle trucks, 2.0 for 3-axle trucks, and 3.0 for trucks with 4 or more axles. PCE volumes for freeway segments were computed using a PCE factor of 1.5 for all trucks because the impact of trucks on freeway operations is less compared to intersection operations. For more information on the methodologies used to derive PCE for freeway segments, please refer to the Traffic Impact Analysis in Appendix B.
- **Peak Hour** represents the one-hour period between 7:00 and 9:00 AM and 4:00 and 6:00 PM that experiences the heaviest amount of traffic on a given intersection, freeway interchange, or freeway mainline segment.
- **Right-of-Way** refers to any place, which is dedicated to use by the public for pedestrian and vehicular travel. A right-of-way may include, but is not limited to, a street, sidewalk, curb, and gutter. A right-of-way may be a crossing, intersection, parkway, median, highway, alley, lane, mall, court, way, avenue, boulevard, road, roadway, railway, viaduct, subway, tunnel, bridge, thoroughfare, park square, or other similar public way.
- **Trip** refers to a one-way journey that proceeds from an origin to a destination via a single mode of transportation, and is the smallest unit of movement considered in transportation studies. Each trip has one “production end” (origin) and one “attraction end” (destination).

4.E.2 APPLICABLE PLANS, POLICIES, AND REGULATIONS

Implementation of the proposed TOD Plan is subject to a range of federal, state, regional, and local plans, policies, and regulations, which are described below.

FEDERAL PLANS, POLICIES, AND REGULATIONS

Americans with Disabilities Act of 1990

Titles I, II, III, and V of the Americans with Disabilities Act (ADA) have been codified in Title 42 of the United States Code, beginning at Section 12101. Title III prohibits discrimination on the basis of disability in places of public accommodation (i.e., businesses and non-profit agencies that serve the public) and commercial facilities (i.e., other businesses). This regulation includes Appendix A to Part 36, Standards for Accessible Design, which establishes minimum standards for ensuring accessibility when designing and constructing a new facility or altering an existing facility. Examples of key guidelines include detectable warning for pedestrians entering traffic where there is no curb, a clear zone of 48 inches for the pedestrian travelway, and a vibration-free zone for pedestrians.

STATE PLANS, POLICIES, AND REGULATIONS

Caltrans

Interstate freeways and State Routes are under the jurisdiction of the California Department of Transportation (Caltrans), which sets standards, policies, and strategic plans for the more than 45,000 miles of California's highway and freeway lanes, including the I-105 and I-405 freeways that are within two miles of the Downtown planning area. Caltrans administers its services through its six primary programs: Aeronautics, Highway Transportation, Mass Transportation, Transportation Planning, Administration, and the Equipment Service Center. Under the Transportation Planning program, Caltrans runs the State of California's bicycle program. The Bicycle Facilities Unit, acting as Caltrans' bicycle division, provides policy, funding, planning, and technical expertise in bicycle transportation in consultation with federal, state, and local transportation agencies, Caltrans headquarters and district staff, legislative staff, and the public. The Caltrans Highway Design Manual establishes uniform policies and procedures to carry out the highway design functions of Caltrans.

Complete Streets Act

The California Complete Streets Act of 2008 (Assembly Bill 1358) requires cities and counties making substantive revisions to the circulation element of their general plans to include modifications to plan for complete streets. The act states: "In order to fulfill the commitment to reduce greenhouse gas emissions, make the most efficient use of urban land and transportation infrastructure, and improve public health by encouraging physical activity, transportation planners must find innovative ways to reduce vehicle miles traveled (VMT) and to shift from short trips in the automobile to biking, walking and use of public transit." California Government Code Section 65302(b)(2)(A) requires that, upon any substantial revision of a community's general plan circulation element, the circulation element must be amended to plan for "a balanced, multimodal transportation network that meets the needs of all users of the streets, roads, and highways for safe and convenient travel in a manner that is suitable to the rural, suburban, or urban context of the general plan." Subsection B defines "users of streets, roads, and highways" as "bicyclists, children, persons with disabilities, motorists, movers of commercial goods, pedestrians, users of public transportation, and seniors."

Senate Bill 743 Revisions to CEQA Guidelines

On January 26, 2016, released a revise draft SB 743 Guidelines document to implement the provisions of Senate Bill 743 (Steinberg, 2013), which required changes to State CEQA Guidelines regarding the analysis of transportation impacts. The revised CEQA Guidelines will establish new criteria for determining the significance of transportation impacts and define alternative metrics to replace delay-based metrics such as LOS in CEQA documents. Vehicle miles travelled has been identified as the most appropriate metric to evaluate a project's transportation impacts. Once the Natural Resources Agency adopts these changes to the CEQA Guidelines, automobile delay, as measured by "level of service" and other similar metrics, will no longer constitute a significant environmental effect under CEQA. Because the revised CEQA Guidelines being considered by the Natural Resources Agency were not adopted at the time of the Notice of Preparation for this TOD Plan EIR, and are not likely to be adopted prior to certification of the Final EIR, the analysis contained in this EIR follows existing CEQA Guidelines as they exist in May 2016 at the time of the NOP for the proposed TOD Plan.

REGIONAL PLAN, POLICIES, AND REGULATIONS

SCAG Draft 2016 - 2040 Regional Transportation Plan/Sustainable Communities Strategy

On April 7, 2016 SCAG's Regional Council adopted the 2016 - 2040 Regional Transportation Plan/Sustainable Communities Strategy (2016 RTP/SCS) and the goals and policies relevant to the proposed TOD Plan have been listed below:

Goals

1. Align the plan investments and policies with improving regional economic development and competitiveness.
2. Maximize mobility and accessibility for all people and goods in the region.
3. Ensure travel safety and reliability for all people and goods in the region.
4. Preserve and ensure a sustainable regional transportation system.
5. Maximize the productivity of our transportation system.
6. Protect the environment and health of our residents by improving air quality and encouraging active transportation (e.g., bicycling and walking).
7. Actively encourage and create incentives for energy efficiency, where possible.
8. Encourage land use and growth patterns that facilitate transit and active transportation.

Policies

Identify regional strategic areas for infill and investment: Identify strategic opportunity areas for infill development of aging and underutilized areas and increased investment in order to accommodate future growth. This strategy makes efficient use of existing and planned infrastructure, revitalizes communities, and maintains or improves quality of life. Strategic areas are primarily identified as those with potential for transit oriented development, existing and emerging centers, and small mixed-use areas.

Develop “Complete Communities”: Create mixed-use districts or “complete communities” in strategic growth areas 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 traveling by automobile.

Plan for additional housing and jobs near transit: Pedestrian-friendly environments and more compact development patterns in close proximity to transit serve to support and improve transit use and ridership. Focusing housing and employment growth in transit-accessible locations through this transit-oriented development approach will serve to reduce auto use and support more multi-modal travel behavior.

Plan for changing demand in types of housing: Shifts in the labor force, as the large cohort of aging “baby boomers” retires over the next 15 years and is replaced by new immigrants and “echo boomers,” will likely induce a demand shift in the housing market for additional development types such as multi-family and infill housing in central locations, appealing to the needs and lifestyles of these large populations.

Continue to protect stable, existing single-family areas: Continue to protect stable existing single-family neighborhoods as future growth and a more diverse housing stock are accommodated in infill locations near transit stations, in nodes along corridors and in existing centers. Concurrently, focusing growth in central areas and maintaining less development in outlying areas preserves the housing option for large-lot single-family homes, while reducing the number of long trips and vehicle miles traveled to employment centers.

Congestion Management Program

In 1990, the California Legislature enacted the Congestion Management Program (CMP) to implement Proposition III, a state-wide transportation funding proposal that required local governments to implement mitigation measures to offset the impacts from new development on the regional transportation system. The CMP addresses the impact of local growth on the regional transportation system; the goal is to examine the interactions among land use, transportation, and air quality and to make decisions at the regional and local level in consideration of these interactions. Los Angeles County Metro is the designated agency responsible for implementing the CMP for Los Angeles County.

When LOS requirements are not maintained on portions of the CMP highway and roadway system, a deficiency plan is required that analyzes the cause of the deficiency and the implementation costs of various alternatives such as roadway modifications, programs, or actions to measurably improve performance. Highways must maintain at least LOS E, which is essentially one grade better than gridlock and is defined by a level of service where traffic flow fluctuates in terms of speed and flow rates, operating speeds average 35 miles per hour, and delays are significant. For arterial streets, LOS E occurs where long queues of vehicles are waiting upstream of an intersection and it may take several signal cycles for a vehicle to clear the intersection. A jurisdiction failing to comply with the CMP may have its allocation of the state gas tax withheld.

The CMP for Los Angeles County requires that the traffic impact of individual development projects of potential regional significance be analyzed. A specific system of arterial roadways plus all freeways

comprise the CMP system. A total of 164 intersections are identified for monitoring on the system in Los Angeles County. This section describes the analysis of project-related impacts on the CMP system. The analysis has been conducted according to the guidelines set forth in the 2010 Congestion Management Program for Los Angeles County.

According to the CMP Traffic Impact Analysis (TIA) Guidelines developed by Metro, a CMP traffic impact analysis is required given the following conditions:

- CMP arterial monitoring intersections, including freeway on- or off-ramps, where the proposed project would add 50 or more trips during either the AM or PM weekday peak hours.
- CMP freeway monitoring locations where the proposed project would add 150 or more trips, in either direction, during either the AM or PM weekday peak hours.

According to the CMP guidelines, a significant impact occurs when a proposed project increases traffic demand on a CMP facility by 2 percent of capacity ($V/C \geq 0.02$ for arterial locations or $D/C \geq 0.02$ for freeway locations), causing LOS F ($V.C > 1.00$ for arterial locations or $D/C > 1.00$ for freeway locations).

LOCAL PLANS, POLICIES, AND REGULATIONS

City of Inglewood General Plan Circulation Element

The General Plan Circulation Element identifies the system of freeways, major and minor arterials, and collector streets needed to carry traffic within and through the community. In addition to the I-405, I-110, and I-105 freeways, the arterial and collector roadways within the Downtown Inglewood and Fairview Heights Areas identified in the Circulation Element are described below in Section 4.E.3. The Circulation Element also describes transit services within Inglewood, and sets forth a bicycle routes plan.

4.E.3 ENVIRONMENTAL SETTING

VEHICULAR CIRCULATION

Freeway Network

The **San Diego Freeway (I-405)** is a major north-south freeway that connects the San Fernando Valley and areas to the north to the west side of Los Angeles, and south to Long Beach and Orange County. Between the I-10 Freeway and La Cienega Boulevard, the I-405 freeway travels in a northwest/southeast direction. The freeway varies between four and five lanes in each direction with several sections having auxiliary lanes between successive on- and off-ramps.

Access to the I-405 freeway from Florence Avenue is provided by an atypical interchange. Just south of Industrial Avenue, La Cienega Boulevard splits into separate one-way segments in each direction that cross over the I-405 freeway and merge again at Florence Avenue. The southbound segment merges with the southbound freeway on- and off-ramps before intersecting Florence Avenue. The

northbound segment of La Cienega Boulevard merges with the northbound off-ramp before intersecting Industrial Avenue.

The **Glenn Anderson Freeway & Transitway (I-105)** is an east/west route along the south edge of Inglewood. It consists of one High Occupancy Vehicle (HOV) lane and three general purpose traffic lanes in each direction. The Metro Green Line LRT route is located within the median of this freeway.

Arterial and Collector Roadway Network

A brief description of the major roadways serving the Downtown Inglewood and Fairview Heights Plan areas is provided below. These roadway descriptions include discussion of the current General Plan Circulation Element designations for these roadway (e.g., major arterial, minor arterial, collector). It should be noted that specific roadways and roadway segments cannot always be built-out to their ultimate classification due to adjacent land uses and design requirements.

Major East/West Roadways

Beach Avenue is designated as a *collector* in the City's Circulation Element. The avenue has one travel lane in each direction, with on-street parking on both sides. The speed limit is 30 mph.

Fairview Boulevard runs in an east-west orientation, joining Hyde Park Boulevard on the east. The portion of the street within the TOD Plan area is designated as a *Collector* in the City's Circulation Element. The street has one travel lane in each direction, with on-street parking on both sides. The speed limit is 25 mph.

Florence Avenue traverses the area with two travel lanes in each direction. There is also a bike lane in each direction between Locust Street and Redondo Boulevard. It is classified as a *major arterial* in the City's Circulation Element, and provides an east-west connection from the I-110 freeway through Inglewood to the I-405 freeway. There is no on-street parking in the TOD Plan area. Florence Avenue is part of the County's CMP network. The designated speed limit is 40 mph.

Grace Avenue runs in an east-west orientation between Locust Street and Hillcrest Boulevard, and is designated as a *local street*. Grace Avenue consists of one travel lane in each direction, with parallel on-street parking on the north and southeastern side and angled on-street parking in the southwestern portion of the street. The speed limit is 25 mph.

Hyde Park Boulevard runs in an east-west orientation north of Florence Avenue. It is designated as a *collector* in the City's General Plan. The street has one travel lane in each direction, with on-street parking on both sides. The speed limit is 30 mph.

Juniper Street is classified as a *collector* in the City's General Plan Circulation Element, connecting Eucalyptus Avenue to La Brea Avenue and Hyde Park Boulevard. The street has one travel lane in each direction and provides on-street parking on both sides. The speed limit is 25 mph.

Manchester Boulevard has two travel lanes in the westward direction and two travel lanes west of Hillcrest Boulevard and three travel lanes east of Hillcrest Boulevard in the eastward direction. It is classified as a *major arterial* in the City's Circulation Element, and provides an east-west connection from the I-110 freeway through the heart of Inglewood west to Playa Del Rey. Manchester Boulevard passes by multiple key locations including the Inglewood Park Cemetery, The Forum, and Inglewood High School. There is on-street parking on both sides of Manchester Boulevard, which is part of the CMP network. The speed limit is 35 mph.

Regent Street runs in an east-west orientation south of Florence Avenue. It is designated as a collector in the City's Circulation Element. The street has one travel lane in each direction with parking on both sides of the street. The speed limit is 35 mph.

Warren Lane runs in a southwest direction from Park Avenue to Centinela Avenue. It is designated as a collector in the City's Circulation Element. The street has one travel lane in each direction, with parking on both sides. The speed limit is 25 mph.

Redondo Boulevard parallels the Metro rail right-of-way, and connects to West Boulevard. Redondo Boulevard has one travel lane in each direction, and there is angled parking along the southern side of the street. The speed limit is 35 mph.

Major North/South Streets

Centinela Avenue runs in a north-south orientation in the TOD Plan beginning at Florence Avenue and continuing north through Hyde Park Boulevard, where it curves to the west and runs in an east-west direction through La Cienega Boulevard and continues through the west under I-405. Centinela Avenue is classified as a *major arterial* in the City's General Plan Circulation Element and consists of two travel lanes in each direction. There is on-street parking on both sides within the TOD Plan area. The speed limit is established as 40 mph.

Crenshaw Boulevard lies to the east of the TOD Plan and runs in a north-south orientation with three travel lanes in each direction. Crenshaw Boulevard is classified as a *major arterial* in the City's General Plan Circulation Element. Crenshaw Boulevard provides access to I-105 on the southern edge of Inglewood, and to I-10 north of the City. There is on-street parking on both sides of the boulevard. The speed limit is established as 35 mph.

Eucalyptus Avenue lies west of La Brea Avenue and runs in a north-south orientation for the entire length of the city limits with one travel lane in each direction. It is classified as a *minor arterial* in the City's Circulation Element. There is on-street parking south of Manchester Boulevard, and limited parking in certain segments north of Manchester Boulevard. The speed limit is established as 30 mph.

Fir Avenue is located west of La Brea Avenue, and runs between Florence Avenue and Manchester Boulevard, with one travel lane in each direction. Fir Avenue is classified as a *collector* in the City's General Plan Circulation Element. Fir Avenue provides on-street parking on most segments. The speed limit is 25 mph.

Hillcrest Boulevard is classified as a *collector* in the City’s General Plan Circulation Element that serves to connect Florence Avenue to Manchester Boulevard. Hillcrest Boulevard has one travel lane in each direction and has parking on both sides. The speed limit is established as 30 mph.

Inglewood Avenue is classified as a *collector* in the City’s General Plan Circulation Element. Inglewood Avenue has one travel lane in each direction and provides on-street parking on both sides.

La Brea Avenue traverses the TOD Plan area in a north-south orientation with two travel lanes in each direction. It is classified as a *major arterial* in the City’s Circulation Element, and provides the access to the I-10 freeway and Mid-City to the north, connecting to Hawthorne Boulevard and the I-105 freeway to the south. There is on-street parking on either side of the street. La Brea Avenue is part of the CMP network. Its speed limit is established as 35 mph.

Locust Street runs north-south between Florence Avenue and Nutwood Street/Hillcrest Boulevard. It is classified as a *local street* north of Regent Street, and as a *collector* south of Regent Street. There is one travel lane and one bike lane in each direction, with on-street parking on both sides of the street. The speed limit is established as 30 mph.

Market Street begins east of La Brea Avenue at Florence Avenue, and meets La Brea Avenue further south. Market Street is classified as a *minor arterial* according to the City’s General Plan Circulation Element. There is one travel lane in each direction with a median lane to accommodate left turn movements. There is also a mixture of parallel and angled street parking along both sides of the street. The speed limit is 25 mph.

Prairie Avenue runs along the eastern border of the TOD Plan between Florence Avenue to Manchester Boulevard with two travel lanes in each direction and no on-street parking. Prairie Avenue is designated as a *major arterial* in the City’s Circulation Element. Its speed limit within the TOD Plan area is established as 40 mph.

West Boulevard runs north-south from Florence Avenue. West Boulevard is classified as a minor arterial in the City’s General Plan Circulation Element, with one travel lane plus one bike lane in each direction. There is on-street parking on both sides of the boulevard within the TOD Plan area. The speed limit is established as 30 mph.

Existing Traffic Operations

The analysis of existing traffic operations provides a quantified measure of existing intersection conditions expressed in terms of a “Level of Service” (LOS) rating for intersection operating conditions. These ratings range from LOS A (free flow conditions) to LOS F (extreme congestion with very significant delay) as shown in Table 4.E-1 for both signalized and unsignalized (typically stop sign controlled) intersections.

The Traffic Impact Analysis upon which this section is based conducted analyses according to the Los Angeles County Public Works Department 1997 Traffic Impact Analysis Guidelines, as required by the

City of Inglewood. Table 4.E-1 presents a brief description and criteria for each level of service for signalized intersections.

**TABLE 4.E-1
LOS CRITERIA FOR INTERSECTIONS**

Level of Service	Description	ICU Methodology	HCM Methodology
		Intersection Volume-to-Capacity (V/C)	Signalized Intersection Delay (seconds)
A	Excellent operation. All approaches to the intersection appear open, turning movements are easily made, and drivers find freedom of movement.	0.0 – 0.60	0 – 10 seconds
B	Very good operation. Many drivers begin to feel somewhat restricted due to other vehicles. An approach to the intersection may occasionally be fully utilized, and traffic queues start to form.	>0.60 – 0.70	>10 – 20 seconds
C	Good operation. Occasionally drivers may have to wait more than 60 seconds, and backups may develop behind turning vehicles. Most drivers feel somewhat restricted.	>0.70 – 0.80	>20 – 35 seconds
D	Fair operation. Cars are sometimes required to wait more than 60 seconds during short peaks. There are no long-standing traffic queues.	>0.80 – 0.90	>35 - 55 seconds
E	Poor operation. Some long-standing vehicular queues develop on critical approaches to intersections. Delays may be up to several minutes.	>0.90 – 1.00	>55 – 80 seconds
F	Forced flow. Represents jammed conditions. Backups form locations downstream or on the cross street may restrict or prevent movement of vehicles out of the intersection approach lanes; therefore, volumes carried are not predictable. Potential for stop and go type traffic flow.	>1.00	> 80 seconds

Source: Iteris, 2015.

A total of 29 key intersections were selected for analysis in this study. Table 4.E-2 provides a summary of AM and PM peak hour existing traffic operating conditions at these intersections. A total of 25 of the 29 intersection examined currently operate at acceptable (LOS D or better) levels of service per City of Inglewood criteria. Intersections currently operating at unacceptable levels of service are shown in bold type.

**TABLE 4.E-2
EXISTING INTERSECTION LOS**

	Intersection	Control Type	AM Peak Hour		PM Peak Hour	
			V/C or Delay	LOS	Delay (sec)	V/C
1	Inglewood Ave. & Hyde Park Blvd.	Unsignalized	0.343	A	0.293	A
2	Inglewood Ave. & Florence Ave.	Signalized	0.571	A	0.747	C
3	Inglewood Ave. & Manchester Blvd.	Signalized	0.847	D	0.731	C
4	Eucalyptus Ave. & Hyde Park Blvd	Unsignalized	0.394	A	0.366	A
5	Eucalyptus Ave. & Juniper St.	Unsignalized	0.510	A	0.453	A
6	Eucalyptus Ave. & Beach Ave.	Signalized	0.727	C	0.528	A
7	Eucalyptus Ave. & Florence Ave.	Signalized	0.820	D	0.693	B
8	Hyde Park Blvd./ Juniper St./La Brea Ave. ¹	Signalized	23.1	C	26.2	C
9	Fir Ave. & Florence Ave.	Signalized	0.634	B	0.526	A
10	La Brea Ave. & Beach Ave.	Signalized	0.635	B	0.627	B
11	La Brea Ave. & Florence Ave.	Signalized	0.851	D	0.806	D
12	La Brea Ave. & Regent St.	Signalized	0.711	C	0.575	A
13	La Brea Ave. & Manchester Blvd.	Signalized	0.799	C	0.804	D
14	Market Street & Florence Ave.	Signalized	0.433	A	0.381	A
15	Market Street & Regent St.	Signalized	0.420	A	0.431	A
16	Market Street & Manchester Blvd.	Signalized	0.500	A	0.557	A
17	Locust St. & Florence Ave.	Unsignalized	0.449	A	0.524	A
18	Hillcrest Blvd. & Florence Ave.	Signalized	0.577	A	0.488	A
19	Hillcrest Blvd. & Manchester Blvd.	Signalized	0.634	B	0.658	B
20	Centinela Ave. & Florence Ave.	Signalized	0.886	D	0.762	C
21	Prairie & Florence Ave.	Signalized	0.903	E	0.895	D
22	Prairie & Grace Ave.	Signalized	0.567	A	0.470	A
23	Prairie & Manchester Blvd.	Signalized	1.032	F	1.012	F
24	West Blvd. & Redondo Blvd.	Signalized	0.724	C	0.653	B
25	West Blvd. & Florence Ave.	Signalized	0.744	C	0.758	C
26	Crenshaw Blvd. & Florence Ave.	Signalized	0.878	D	0.888	D
27	Crenshaw Blvd. & Manchester Blvd.	Signalized	0.991	E	0.870	D
28	La Cienaga Blvd. & Florence Ave. ²	Signalized	56.7	E	69.1	E
29	I-405 NB Ramp & Manchester Blvd. ²	Signalized	38.6	D	33,1	C

Source: Iteris, 2016.

Notes:

Delay = Average Vehicle Delay (Seconds), V/C = Volume-to-Capacity Ratio, LOS = Level of Service

Intersection operating below acceptable LOS are shown in bold.

¹ Intersection analyzed in HCM methodology because ICU methodology does not support 5-legged intersections. Delay reported for this intersection.

² Caltrans intersection utilizing HCM methodology to evaluate intersection operations.

As shown in Table 4.E-2, the following intersections are currently operating at unsatisfactory peak hour levels of service (LOS E or greater):

- Prairie Ave. & Florence Ave. (AM peak hour)
- Prairie Ave. & Manchester Blvd. (AM and PM peak hour)
- Crenshaw & Manchester Blvd. (AM PM peak hour)
- La Cienaga Blvd. & Florence Ave. (AM and PM peak hour)

Truck Routes

Major north/south truck routes are La Brea Avenue, Centinela Avenue, Eucalyptus Avenue, West Boulevard, and Crenshaw Boulevard. Major east/west routes are Florence Avenue, Hyde Park Boulevard, and Manchester Boulevard.

Transit

The current transit system serving the TOD planning areas is currently comprised of bus services provided by the Metropolitan Transportation Authority (Metro). The Metro Crenshaw-LAX line is currently under construction with service anticipated to begin in 2019. Transit routes currently serving each study area are described in Table 4.E-3.

In addition, transit ridership data for bus lines serving the TOD plan areas were collected from Metro for all weekdays in October 2014. These data represent the average daily boarding and alighting, as well as the average daily load, defined as the average number of passengers daily, at each intersection. Along the Florence Avenue route near the downtown TOD area, the highest boarding occurs at the La Brea Avenue stop and the highest alighting at the Centinela stop. On the La Brea Avenue route, the highest boarding and alighting activity occurs at the Queen Street stop, at the heart of the Civic Center. On the Florence Avenue route, the Florence Avenue stop has the highest boarding and alighting, whereas on the West Boulevard route, West Boulevard stop has the highest boarding and alighting activity during the day. Overall, the Queen Street stop on the La Brea route shows the highest current transit ridership activity at all bus stops within the Downtown Inglewood and Fairview Heights TOD areas. On average, just over 1,000 passengers alight and nearly 900 passengers board buses at this location on a daily basis. All other transit stops within the two TOD planning areas show significantly lower passenger activity, with all stops generally having less than 550 total passengers a day (boarding and alighting).

Pedestrian and Bicycle Facilities

Existing pedestrian facilities generally consist of traditional sidewalks and pedestrian street crossings, which are typically at intersections.

Existing bicycle lanes exist on Florence Avenue east of Market Street, on Locust Street between Manchester Boulevard and Florence Avenue. There is a bicycle trail in Edward Vincent Junior Park.

**TABLE 4.E-3
EXISTING TRANSIT SERVICE**

Bus Route	From / To	From / To	Via	Peak Hour Frequency	
				AM	PM
Downtown Inglewood					
40	South Bay Galleria	LA Union Station	Hawthorne Blvd., La Brea Ave., Florence Ave., Crenshaw Blvd., MLK Jr Blvd., Broadway	10-30 minutes	20-40 minutes
111/311	LAX City Bus Center	Norwalk Station	Florence Avenue	15-30 minutes	20-40 minutes
115	Playa del Ry	Norwalk Station	Manchester Boulevard	10-20 minutes	20-30 minutes
211/215	Redondo Beach	Inglewood	South Bay Galleria, Prairie Ave., Manchester Blvd., Inglewood Ave.	Limited Service	Limited Service
212	Hawthorne/ Lennox Station	Hollywood/Vine Red Line Station	Prairie Ave., La Brea Ave., Hollywood Blvd.	15-20 minutes	10-25 minutes
312	Hawthorne/ Lennox Station	Hollywood/Vine Red Line Station	Prairie Ave., La Brea Ave., Hollywood Blvd.	15-25 minutes	10-15 minutes
442	Hawthorne/ Lennox Station	LA Union Station	La Brea Ave., Manchester Blvd., Harbor Transitway	25-45 minutes	30-60 minutes
607	Inglewood Transit Center	Inglewood Transit Center	La Brea Ave., Regent St., Beach Ave., La Tijera Blvd., 54 th St., West Blvd., Fairview Blvd., Hyde Park Blvd., Centinela Blvd., La Brea Ave.	50-60 minutes	50-60 minutes
Fairview Heights					
40	South Bay Galleria	LA Union Station	Hawthorne Blvd., La Brea Ave., Florence Ave., Crenshaw Blvd., MLK Jr Blvd., Broadway	10-30 minutes	20-40 minutes
110	Playa Vista	Bell Gardens	Jefferson Blvd., Sepulveda Blvd., Hyde Park Blvd., Gage Ave.	20-25 minutes	20-25 minutes
111/311	LAX City Bus Center	Norwalk Station	Florence Avenue	15-30 minutes	20-40 minutes
210	South Bay Galleria	Hollywood & Vine	Artesia Blvd., Crenshaw Blvd., Rosemore Ave., Vine St.	20-30 minutes	15-25 minutes
710	South Bay Galleria	Wilshire Western Purple Line Station	Redondo Beach Blvd., Crenshaw Blvd., Wilshire Blvd.	10-20 minutes	15-25 minutes
740	South Bay Galleria	Expo Line Crenshaw Station	Hawthorne Blvd., Florence Ave., Crenshaw Blvd.	10-20 minutes	15-25 minutes

Source: Iteris, 2015

However, the Inglewood General Plan Circulation Element, proposes several bicycle routes within the area. In the Downtown TOD planning area, two proposed routes are listed: a bicycle route running in the westbound direction along Florence Avenue turning southbound onto La Brea Avenue, and a bicycle route which branches off Florence Avenue to Centinela Avenue, turning eastbound on Warren Lane and northbound on Marlborough Avenue. In the Fairview Heights TOD planning area, a bicycle route is proposed to run from the intersection of Redondo Boulevard and Florence Avenue westbound to La Brea Avenue. **Figure 3.9** illustrates existing and proposed bicycle facilities.

In addition, the 2010 Crenshaw/LAX Transit Project – LRT Bicycle Planning Study identified several potential bicycle facilities within the Downtown and Fairview Heights Plan areas, which would provide key connections to the proposed Metro stations (see Figure 3.2).

4.E.4 SIGNIFICANCE CRITERIA

Criteria outlined in current CEQA Guidelines were used to determine the level of significance of traffic and circulation impacts. Appendix G of state CEQA Guidelines indicates that a project would have a significant effect if it were to:

- 4.E-1 Conflict with an applicable plan, ordinance, or policy establishing a measure of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit;
- 4.E-2 Conflict with an applicable congestion management program, including but not limited to level-of-service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways;
- 4.E-3 Result in a change in air traffic patterns, including either an increase in traffic levels, obstructions to flight, or a change in location, that results in substantial safety risks;
- 4.E-4 Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses;
- 4.E-5 Result in inadequate emergency access; or
- 4.E-6 Conflict with adopted policies, plans, or programs regarding public transit, bikeways, or pedestrian facilities, or otherwise substantially decrease the performance or safety of such facilities.

4.E.5 TRAFFIC VOLUME DEVELOPMENT METHODOLOGY

Traffic volume development was completed using a combination of the 2012 Southern California Association of Governments (SCAG) Regional Transportation Plan (RTP) travel demand model and the 2010 Los Angeles County Congestion Management Program (CMP).

TRAVEL MODEL METHODOLOGY

The SCAG model was used as a basis for developing plus project (TOD Plan) and long range travel demand forecasts for the proposed TOD Plan. The traffic model's base year (2012) and forecast year (2035 baseline) SCAG travel demand model roadway networks were modified to include all study intersections and roadway segments within the study area.

The transit network was verified in the future scenarios within the study area to ensure consistency with the Crenshaw/LAX LRT transit project and station locations. Land use inputs were adjusted in the “with project” scenarios using the planned TOD land use information (as discussed in Section I.0 of this report).

Separate model networks were developed for each of the following scenarios:

- Existing (2012)
- Existing Plus Project (2012),
- Forecast Year (2035) Without Project, and
- Forecast Year (2035) With Project.

Modeled Land Use

The land use assumptions for the “existing” scenario was assumed to be consistent SCAG 2012 RTP land use inputs.

The future year “without” project scenario was modified slightly to include known cumulative projects within the City of Inglewood that were not included in the 2012 RTP land use inputs (see Cumulative Projects section, below).

Land uses that occur as part of the buildout of the proposed TOD Plan are identified in Chapter 3, *Project Description*, of this document. Because the zone structure in the SCAG model does not line up directly with the boundaries for the Downtown and Fairway Heights TOD Plan areas, necessary adjustments were made for future year 2035 land use to correctly distribute the land uses proposed in the TOD Plan to the traffic analysis zone structure of the SCAG model.

Cumulative Projects

Cumulative project traffic growth is growth due to specific, known development projects in the area surrounding the study locations that may affect future year traffic circulation. A list of cumulative projects within the region was provided by the City of Inglewood, as shown below. These cumulative projects were coded in the future year 2035 baseline travel demand model.

- 501 East 99th Street: 12 new condominium units
- 329 East Hazel Street: 4 new condominium units
- 664 East Manchester Terrace: 4 new condominium units
- 11161 South Crenshaw Boulevard: conversion of a medical office building to a school
- 125 East Spruce Street: 7 new apartment units
- 2930 West Imperial Highway: conversion of office space to a charter school
- 111 North Locust Street: 32,000 s.f. senior center
- 333 North Prairie Avenue: conversion of the former Danial Freeman Hospital to 330 townhomes

- 3600 West Imperial Highway: new two story, 10-classroom building for Environmental Charter School (middle school) at Concordia Lutheran Church
- Hollywood Park Redevelopment: conversion of the former Hollywood Park race track to:
 - 2,500 residential dwelling units
 - 890,000 s.f. of retail use
 - 780,000 s.f. of office use
 - 300 guest room hotel
 - 6,000 seat live concert venue
 - 120,000 s.f. casino (replacing existing casino)
 - 4-acre site for civic use
 - 80,000 seat NFL stadium
- Market Gateway (Downtown Inglewood TOD Plan Site D3)¹
 - 235 residential units
 - 7,440 s.f. use
 - 7,625 s.f. of retail
 - 2,120 s.f. coffee shop
 - 28,000 s.f. grocery store

MODEL OUTPUTS

Raw model turning movements were obtained from model runs for Existing (2012), Existing Plus Project (2012), Forecast Year (2035) Without Project, and Forecast Year (2035) With Project conditions. The model outputs were summarized and post-processed for use in intersection and roadway segment analysis. An NCHRP-255 delta process was used to determine final project turning movements. Because the model year of the travel demand model is 2012, post-processing of modeled volumes was necessary to develop existing year 2015 volumes.

Based on the traffic growth projection in the study area according to the 2010 Los Angeles County Congestion Management Program (CMP) document, a 0.636 percent growth was applied to the 2012 model volumes to get existing year 2015 volumes. Therefore, it was determined that a conservative methodology would be applied, which used a combination of model volumes and a growth rate of 5 percent for the future year 2035 without project.

TOD PLAN TRIP GENERATION AND DISTRIBUTION

Land use was modified in the SCAG model for the “with project” scenarios to develop traffic generation estimates for the proposed TOD Plan. The SCAG 2012 travel demand model was used to estimate trip production and trip attraction based on land use and network configurations (including transit network configuration and station location). The model then assigned TOD Plan-generated trips to the existing roadway network in a dynamic method. The methodology used for the modeling

¹ Development of the Market Gateway D3 site is included as part of the net development increase within the Downtown Inglewood TOD Plan area.

process allowed for the SCAG model to estimate trip reductions based on mode availability in the future year 2035.

Table 4.E-4 shows the AM and PM peak hour, as well as daily project trips generated by each TOD Plan area.

**Table 4.E-4
TOD Area Traffic Generation**

TOD Plan Area	Existing Plus Project			Future Year 2035		
	AM Peak Hour	PM Peak Hour	Daily	AM Peak Hour	PM Peak Hour	Daily
Downtown	1,987	2,878	32,759	1,952	2,836	32,195
Fairview Heights	170	304	3,431	169	303	3,401
TOTAL TRIPS	2,157	3,182	36,190	2,121	3,139	35,956

Source: Iteris, 2016

4.E.6 PROJECT IMPACTS AND MITIGATION MEASURES

Threshold 4.E-1: Conflict with an applicable plan, ordinance, or policy establishing a measure of effectiveness for the performance of the circulation system.

Impact 4.E-1.1: Implementation of the proposed TOD Plan would result in four intersections not meeting established LOS performance criteria under existing plus project conditions. Even with implementation of project features, compliance with existing regulations, and EIR mitigation measures, this impact would *remain significant and unavoidable*.

Methodology

Existing plus project conditions were developed by adding trips that would be generated by the net increase in development proposed in the TOD Plan to the existing traffic volumes. Existing plus project volumes take into account the proposed closure of Market Street between Florence Avenue and Regent Street.

Consistent with Los Angeles County Public Works traffic impact review guidelines, a project’s traffic impact is evaluated based on ICU and is considered significant if the change in V/C ratio relative to the “without project” signalized intersection level of service (LOS) meets or exceeds the following thresholds.

For without project conditions of:

- LOS C (0.71 to 0.80 V/C), a V/C increase of 0.04 or more would be a significant impact.
- LOS D (0.91 to 0.90 V/C), a V/C increase of 0.02 or more would be a significant impact.
- LOS E/F (0.91 or more V/C), a V/C increase of 0.01 or more would be a significant impact.

Impact Assessment

A level of service analysis was conducted to evaluate existing plus project intersection operations during the a.m. and p.m. peak hours at the study intersections. Table 4.E-5 summarizes the existing plus project level of service at the study intersections. Level of service calculation worksheets are included in Appendix B.

As shown in Table 4.E-5, traffic generated by the proposed TOD Plan is forecast to result in significant traffic impacts at four intersections under the existing plus project conditions:

- La Brea Avenue/Regent Street
- La Brea Avenue/Manchester Boulevard
- Prairie Avenue/Florence Avenue
- La Cienega Boulevard/Florence Avenue

Significance Conclusion for Impact 4.E-1.1

Because applicable LOS standards would be exceeded, a significant impact would result, requiring mitigation (see Mitigation Measures 4.E-1.2 a through f).

TABLE 4.E-5
EXISTING PLUS PROJECT INTERSECTION LOS

Intersection	Control Type	Existing Conditions				Existing Plus Project Conditions				Change in V/C or Delay		Significant Impact?	
		AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour		AM Peak Hour	PM Peak Hour		
		V/C or Delay	LOS	V/C or Delay	LOS	V/C or Delay	LOS	V/C or Delay	LOS	Hour	Hour		
1	Inglewood Ave. & Hyde Park Blvd.	Unsignalized	0.343	A	0.293	A	0.352	A	0.259	A	0.009	-0.034	No
2	Inglewood Ave. & Florence Ave.	Signalized	0.571	A	0.747	C	0.557	A	0.720	C	-0.014	-0.027	No
3	Inglewood Ave. & Manchester Blvd.	Signalized	0.847	D	0.731	C	0.808	D	0.715	C	-0.039	-0.016	No
4	Eucalyptus Ave. & Hyde Park Blvd	Unsignalized	0.394	A	0.366	A	0.399	A	0.335	A	0.005	-0.031	No
5	Eucalyptus Ave. & Juniper St.	Unsignalized	0.510	A	0.453	A	0.459	A	0.411	A	-0.051	-0.042	No
6	Eucalyptus Ave. & Beach Ave.	Signalized	0.727	C	0.528	A	0.694	B	0.454	A	-0.033	-0.074	No
7	Eucalyptus Ave. & Florence Ave.	Signalized	0.820	D	0.693	B	0.837	D	0.705	C	0.017	0.012	No
8	Hyde Park Blvd./ Juniper St./La Brea Ave. ¹	Signalized	23.1	C	26.2	C	17.8	C	26.3	C	-5.3	0.1	No
9	Fir Ave. & Florence Ave.	Signalized	0.634	B	0.526	A	0.652	B	0.530	A	0.018	0.004	No
10	La Brea Ave. & Beach Ave.	Signalized	0.635	B	0.627	B	0.573	A	0.576	A	-0.062	-0.051	No
11	La Brea Ave. & Florence Ave.	Signalized	0.851	D	0.806	D	0.799	C	0.760	C	-0.052	-0.046	No
12	La Brea Ave. & Regent St.	Signalized	0.711	C	0.575	A	0.859	D	0.727	C	0.148	0.152	Yes
13	La Brea Ave. & Manchester Blvd.	Signalized	0.799	C	0.804	D	2.015	F	3.181	F	1.216	2.377	Yes
14	Market Street & Florence Ave.	Signalized	0.433	A	0.381	A	0.383	A	0.288	A	-0.051	-0.093	No
15	Market Street & Regent St.	Signalized	0.420	A	0.431	A	0.537	A	0.755	C	0.117	0.324	No
16	Market Street & Manchester Blvd.	Signalized	0.500	A	0.557	A	0.486	A	0.550	A	-0.014	-0.007	No
17	Locust St. & Florence Ave.	Unsignalized	0.449	A	0.524	A	0.614	B	0.780	C	0.165	0.256	No
18	Hillcrest Blvd. & Florence Ave.	Signalized	0.577	A	0.488	A	0.518	A	0.521	A	-0.059	-0.080	No
19	Hillcrest Blvd. & Manchester Blvd.	Signalized	0.634	B	0.658	B	0.677	B	0.718	C	0.043	0.060	No
20	Centinela Ave. & Florence Ave.	Signalized	0.886	D	0.762	C	0.722	C	0.721	C	-0.164	-0.041	No
21	Prairie & Florence Ave.	Signalized	0.903	E	0.895	D	0.944	E	0.838	D	0.041	-0.057	Yes
22	Prairie & Grace Ave.	Signalized	0.567	A	0.470	A	0.580	A	0.490	A	0.013	0.020	No
23	Prairie & Manchester Blvd.	Signalized	1.032	F	1.012	F	1.032	F	0.978	E	0.000	-0.023	No
24	West Blvd. & Redondo Blvd.	Signalized	0.724	C	0.653	B	0.549	A	0.307	A	-0.175	-0.346	No
25	West Blvd. & Florence Ave.	Signalized	0.744	C	0.758	C	0.750	C	0.741	C	0.006	-0.017	No
26	Crenshaw Blvd. & Florence Ave.	Signalized	0.878	D	0.888	D	0.836	D	0.759	C	-0.042	-0.129	No
27	Crenshaw Blvd. & Manchester Blvd.	Signalized	0.991	E	0.870	D	0.942	E	0.819	D	-0.049	0.051	No
28	La Cienega Blvd. & Florence Ave. ²	Signalized	56.7	E	69.1	E	59.4	E	66.1	E	2.7	-3.0	Yes
29	I-405 NB Ramp & Manchester Blvd. ²	Signalized	38.6	D	33.1	C	38.1	D	32.3	C	-0.5	-0.8	No

Source: Itegis, 2016.

Notes: V/C = Volume to Capacity Ratio, LOS = Level of Service. Intersection operating below acceptable LOS are shown in bold. Unsignalized intersection analyzed as signalized to determine if significant impact criteria is satisfied based on ICU, since V/C ratio is not calculated using HCM stop-controlled intersection methodologies.

1. Intersection analyzed in HCM methodology because ICU methodology does not support 5-legged intersections. Delay reported for this intersection.
2. Caltrans intersection, utilizing HCM delay-based methodology to evaluate intersection operations.

Impact 4.E-1.2: Implementation of the proposed TOD Plan would result in 11 intersections not meeting established LOS criteria for intersection operations under Cumulative with Project conditions. Even with implementation of project features, compliance with existing regulations, and EIR Mitigation Measures 4.E-1.2 a through f, this impacts at 7 intersections would *remain significant and unavoidable*.

Methodology

Future year “without project” volumes were developed as described in the “Traffic Volume Development” section and take into account the following:

- Traffic growth based on a combination of SCAG 2012 RTP projected general employment growth and housing growth that occur in the SCAG region (including the study area) without the proposed TOD Plan and the 2010 CMP traffic volume growth factor (5%).
- Cumulative development projects within the study area provided by the City of Inglewood staff that were not included in the SCAG 2012 RTP forecasts.
- Two new Crenshaw LRT stations at the La Brea Avenue/Florence Avenue intersection and West Boulevard/Florence Avenue intersection.
- Improvements to be provided by Metro as mitigation for the LRT project at the intersections of:
 - Inglewood Avenue/Florence Avenue
 - Fire Avenue/Florence Avenue
 - La Brea Avenue/Florence Avenue
 - Market Street/Florence Avenue
 - Hillcrest Boulevard/Florence Avenue
 - Centinela Avenue/Florence Avenue
 - Prairie Avenue/Florence Avenue
 - West Boulevard/Redondo Boulevard

Future year 2035 with project volumes were developed by adding the trips that would be generated by development with the TOD Plan areas to future year 2035 “without project” volumes.

Impact Assessment

A level of service analysis was conducted to evaluate future year 2035 intersection operations during the a.m. and p.m. peak hours both without and with traffic that would be generated by new development within the TOD Plan areas. Table 4.E-6 summarizes the forecast year 2035 “without project” and “with project” levels of service at the study intersections. Level of service calculation worksheets are included in Appendix B.

As shown in Table 4.E-6, the following five intersections are forecast to operate at unsatisfactory peak period levels of service (LOS E or worse during peak periods) without any future development in the TOD Plan areas.

**TABLE 4.E-6
FUTURE YEAR 2035 INTERSECTION LOS WITHOUT MITIGATION**

Intersection	Control Type	Future Year 2035 Without TOD Plan				Future Year 2035 With TOD Plan				Change in V/C or Delay		Significant Impact?
		AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour		AM Peak Hour	PM Peak Hour	
		V/C or Delay	LOS	V/C or Delay	LOS	V/C or Delay	LOS	V/C or Delay	LOS			
1 Inglewood Ave. & Hyde Park Blvd.	Unsignalized	0.348	A	0.310	A	0.376	A	0.381	A	0.028	0.071	No
2 Inglewood Ave. & Florence Ave.	Signalized	0.583	A	0.756	C	0.588	A	0.773	C	0.005	0.017	No
3 Inglewood Ave. & Manchester Blvd.	Signalized	0.817	D	0.767	C	0.829	D	0.888	D	0.034	0.121	Yes
4 Eucalyptus Ave. & Hyde Park Blvd	Unsignalized	0.409	A	0.366	A	0.416	A	0.381	A	0.007	0.015	No
5 Eucalyptus Ave. & Juniper St.	Unsignalized	0.506	A	0.492	A	0.519	A	0.527	A	0.013	0.035	No
6 Eucalyptus Ave. & Beach Ave.	Signalized	0.696	B	0.521	A	0.711	C	0.514	A	0.015	-0.007	No
7 Eucalyptus Ave. & Florence Ave.	Signalized	0.815	D	0.700	C	0.872	D	0.794	C	0.057	0.094	Yes
8 Hyde Park Blvd./ Juniper St./La Brea Ave. ¹	Signalized	24.1	C	23.9	C	28.3	C	27.0	C	4.2	3.1	No
9 Fir Ave. & Florence Ave.	Signalized	0.632	B	0.554	A	0.712	C	0.694	B	0.080	0.140	No
10 La Brea Ave. & Beach Ave.	Signalized	0.599	A	0.663	B	0.629	B	0.734	C	0.030	0.071	No
11 La Brea Ave. & Florence Ave.	Signalized	0.861	D	0.785	C	0.962	E	0.878	D	0.101	0.093	Yes
12 La Brea Ave. & Regent St.	Signalized	0.717	C	0.584	A	0.922	E	0.838	D	0.205	0.254	Yes
13 La Brea Ave. & Manchester Blvd.	Signalized	0.799	C	0.797	C	0.836	D	0.922	E	0.037	0.125	Yes
14 Market Street & Florence Ave.	Signalized	0.442	A	0.532	A	0.428	A	0.318	A	-0.014	-0.131	No
15 Market Street & Regent St.	Signalized	0.404	A	0.398	A	0.463	A	0.695	B	0.059	0.297	No
16 Market Street & Manchester Blvd.	Signalized	0.510	A	0.585	A	0.536	A	0.663	B	0.026	0.078	No
17 Locust St. & Florence Ave.	Unsignalized	0.423	A	0.500	A	0.664	B	0.873	D	0.241	0.373	No
18 Hillcrest Blvd. & Florence Ave.	Signalized	0.602	B	0.504	A	0.648	B	0.702	C	0.046	0.083	No
19 Hillcrest Blvd. & Manchester Blvd.	Signalized	0.611	B	0.654	B	0.720	C	0.731	C	0.109	0.077	No
20 Centinela Ave. & Florence Ave.	Signalized	0.628	B	0.485	A	0.657	B	0.789	C	0.058	0.054	No
21 Prairie Ave. & Florence Ave.	Signalized	0.787	C	0.787	C	0.881	D	1.012	F	0.096	0.088	Yes
22 Prairie Ave. & Grace Ave.	Signalized	0.523	A	0.466	A	0.567	A	0.514	A	0.044	0.048	No
23 Prairie Ave. & Manchester Blvd.	Signalized	0.967	E	1.017	F	1.067	F	1.132	F	0.100	0.115	Yes
24 West Blvd. & Redondo Blvd.	Signalized	0.662	B	0.681	B	0.582	A	0.404	A	-0.800	-0.277	No
25 West Blvd. & Florence Ave.	Signalized	0.741	C	0.730	C	0.775	C	0.778	C	0.034	0.048	Yes
26 Crenshaw Blvd. & Florence Ave.	Signalized	0.912	E	0.899	D	0.984	E	0.953	E	0.072	0.054	Yes
27 Crenshaw Blvd. & Manchester Blvd.	Signalized	0.959	E	0.890	D	1.017	F	0.924	E	0.058	0.034	Yes
28 La Cienaga Blvd. & Florence Ave.	Signalized	79.9	E	87.4	F	129.2	E	135.2	F	49.3	47.8	Yes
29 I-405 NB Ramp & Manchester Blvd.	Signalized	36.2	F	32.1	C	36.1	D	32.4	C	-0.1	0.5	No

Source: Iteris, 2016.

- Prairie Avenue/Manchester Boulevard
- Crenshaw Boulevard/Florence Avenue
- Crenshaw Boulevard/Manchester Boulevard
- La Cienaga Avenue/Florence Avenue
- I-405 NB Ramp/Manchester Boulevard

A level of service analysis was also conducted to evaluate future year 2035 with project intersection operations during the a.m. and p.m. peak hours. Table 4.E-6 summarizes the future year 2035 with project levels of service at the study intersections. Level of service calculation worksheets are included in Appendix B.

As shown in Table 4.E-6, eight intersections will operate at unacceptable levels of service under Cumulative with Project conditions:

- La Brea Avenue/Florence Avenue
- La Brea Avenue/Regent Street
- La Brea Avenue/Manchester Boulevard
- Prairie Avenue/Florence Avenue
- Prairie Avenue/ Manchester Boulevard
- Crenshaw Boulevard/Florence Avenue
- Crenshaw Boulevard/Manchester Boulevard
- La Cienaga Avenue/Florence Avenue

The increase in traffic resulting from the proposed TOD Plan would be significant at the following 11 intersections under cumulative 2035 conditions:

- Inglewood Avenue/Manchester Avenue
- Eucalyptus Avenue/Florence Avenue
- La Brea Avenue/Florence Avenue
- La Brea Avenue/Regent Street
- La Brea Avenue/Manchester Boulevard
- Prairie Avenue/Florence Avenue
- Prairie Avenue/Manchester Boulevard
- West Boulevard/Florence Avenue
- Crenshaw Boulevard/Florence Avenue
- Crenshaw Boulevard/Manchester Boulevard
- La Cienaga Avenue/Florence Avenue

Significance Conclusion for Impact 4.E-1.2

A total of eight intersections would operate at unsatisfactory levels of service under Cumulative without Project conditions. In addition, the increased traffic resulting from TOD Plan development will increase levels of service beyond applicable thresholds result at a total of 11 intersections. This is a significant impact for which mitigation is required.

Mitigation Measures

Mitigation Measure 4.E-1.2 a: Inglewood Avenue/Manchester Boulevard. The eastbound left-turn signal phase shall be modified from permitted to protected. Due to existing development and right-of-way constraints, no feasible physical improvements (e.g., roadway widening, additional lanes, etc.) could be implemented. Thus, the LOS at this intersection can be improved but not fully mitigated through implementation of this measure.

Implementation: Within five (5) years of approval of the TOD Plan, the Public Works Director will include this improvement in the Department's Capital Improvement Plan.

Mitigation Measure 4.E-1.2 b: La Brea Avenue/Florence Avenue. The northbound approach to this intersection shall be restriped to provide one left-turn lane, two through lanes, and one right-turn lane. Due to existing development and right-of-way constraints, no feasible physical improvements (e.g., roadway widening, additional lanes, etc.) could be implemented. Thus, the LOS at this intersection can be improved but not fully mitigated through implementation of this measure.

Implementation: Within five (5) years of approval of the TOD Plan, the Public Works Director will include this improvement in the Department's Capital Improvement Plan.

Mitigation Measure 4.E-1.2 c: La Brea Avenue/Regent Street. The northbound and westbound left-turn signal phases shall be modified from permitted to protected. Due to existing development and right-of-way constraints, no feasible physical improvements (e.g., roadway widening, additional lanes, etc.) could be implemented. Thus, the LOS at this intersection can be improved but not fully mitigated through implementation of this measure.

Implementation: Within five (5) years of approval of the TOD Plan, the Public Works Director will include this improvement in the Department's Capital Improvement Plan.

Mitigation Measure 4.E-1.2 d: Prairie Avenue/Florence Avenue. A second westbound left turn-lane shall be added, including a reduction in existing lane widths to accommodate the additional turning lane.

Implementation: Within five (5) years of approval of the TOD Plan, the Public Works Director will include this improvement in the Department's Capital Improvement Plan.

Mitigation Measure 4.E-1.2 e: Prairie Avenue/Manchester Boulevard. A westbound right-turn signal overlap phase shall be provided. Due to existing development and right-of-way constraints, no feasible physical improvements (e.g., roadway widening, additional lanes, etc.) could be implemented. Thus, the LOS at this intersection can be improved but not fully mitigated through implementation of this measure.

Implementation: Within five (5) years of approval of the TOD Plan, the Public Works Director will include this improvement in the Department's Capital Improvement Plan.

Mitigation Measure 4.E-1.2 f: West Boulevard/Florence Avenue. The north leg of the intersection shall be restriped to include a second southbound left-turn lane within the existing curb-to-curb right-of-way.

Implementation: Within five (5) years of approval of the TOD Plan, the Public Works Director will include this improvement in the Department's Capital Improvement Plan.

Due to existing development and right-of-way constraints, no feasible physical improvements (e.g., roadway widening, additional lanes, etc.) could be implemented, and therefore no mitigation measures are proposed for the following intersections.

- Eucalyptus Avenue/Florence Avenue
- Crenshaw Boulevard/Florence Avenue
- Crenshaw Boulevard/Manchester Boulevard
- La Cienega Boulevard/Florence Avenue

Conclusion with Implementation of Mitigation Measures

Table 4.E-7 summarizes the future year 2035 with project levels of service assuming implementation of the recommended mitigation measure at the study intersections. Level of service calculation worksheets are included in Appendix B.

As shown, in Table 4.E-7, LOS impacts cannot be mitigated at 7 intersections. Impacts would therefore be significant and unavoidable.

**TABLE 4.E-7
FUTURE YEAR 2035 INTERSECTION LOS WITH MITIGATION**

Intersection	Control Type	Future Year 2035 Without TOD Plan				Future Year 2035 With TOD Plan - Mitigated				Change in V/C or Delay		Significant Impact?	
		AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour		AM Peak Hour	PM Peak Hour		
		V/C or Delay	LOS	V/C or Delay	LOS	V/C or Delay	LOS	V/C or Delay	LOS				
3	Inglewood Ave. & Manchester Blvd.	Signalized	0.795	C	0.767	C	0.829	D	0.813	D	0.034	0.046	Yes
7	Eucalyptus Ave. & Florence Ave.	Signalized	0.815	D	0.700	C	0.872	D	0.794	D	0.057	0.094	No
11	La Brea Ave. & Florence Ave.	Signalized	0.861	D	0.785	C	0.943	E	0.878	D	0.082	0.093	Yes
12	La Brea Ave. & Regent St.	Signalized	0.717	C	0.584	A	0.865	D	0.631	B	0.148	0.047	Yes
13	La Brea Ave. & Manchester Blvd.	Signalized	0.799	C	0.797	C	0.833	D	0.901	E	0.034	0.104	Yes
21	Prairie & Florence Ave.	Signalized	0.787	C	0.787	C	0.797	C	0.725	D	0.010	-0.062	No
23	Prairie & Manchester Blvd.	Signalized	0.967	E	1.017	F	0.965	E	0.903	E	-0.002	-0.114	No
25	West Blvd. & Florence Ave.	Signalized	0.741	C	0.730	C	0.703	C	0.686	B	-0.038	-0.044	No
26	Crenshaw Blvd. & Florence Ave.	Signalized	0.912	E	0.899	D	0.984	E	0.953	E	0.072	0.054	Yes
27	Crenshaw Blvd. & Manchester Blvd.	Signalized	0.959	E	0.890	D	1.107	F	0.924	E	0.058	0.034	Yes
28	La Cienega Ave./Florence Ave. ¹	Signalized	79.9	E	87.4	F	129.2	E	135.2	F	49.3	47.8	Yes

Source: Iteris, 2016

Notes: V/C = Volume to Capacity Ratio, LOS = Level of Service.

Intersections operating below acceptable LOS are shown in bold.

1. Caltrans intersection, utilizing HCM delay-based methodology to evaluate intersection operations

Impact 4.E-1.3: Implementation of the proposed TOD would add traffic on freeway off-ramps, contributing to vehicle queueing. The resulting impact would be *less than significant*.

Methodology

To determine whether traffic generated by the proposed TOD Plan would cause vehicles exiting freeways to back up on freeway off-ramps onto the freeway mainline, a queuing analysis was conducted for the off-ramp approaches at the La Cienaga Boulevard/Florence Avenue and Manchester Boulevard northbound off-ramps along the I-405 freeway. The queue lengths were calculated using the Synchro 9 software, which evaluates for 95th percentile queue lengths and compared to available vehicle storage capacity on the off-ramps. A significant impact would occur if traffic from the proposed TOD Plan would cause queuing to back up onto the freeway mainline.

Impact Assessment

Queuing analyses were conducted for the off-ramp approaches at the La Cienaga Boulevard/Florence Avenue and Manchester Boulevard northbound off-ramps along the I-405 freeway to evaluate whether off-ramps have sufficient storage capacity so as to prevent future spillback onto the freeway mainline.

The results of the queuing analysis, which are provided in Table 4.E-8, indicate that, under future year 2035 cumulative conditions, the forecast peak hour 95th percentile queue lengths on the two I-405 off-ramp intersections most affected by the proposed TOD Plan would not exceed the available storage area on the ramps and between the ramp intersections.

**TABLE 4.E-8
FREEWAY RAMP QUEUEING ANALYSIS**

Ramp Intersection	Length	Existing			Existing Plus Project			Future Year 2035 Without Project			Future Year 2035 With Project		
		SBL	SBT	SBR	SBL	SBT	SBR	SBL	SBT	SBR	SBL	SBT	SBR
La Cienaga Blvd./ Florence Ave.	Storage Length	1,870	1,870	1,870	1,870	1,870	1,870	1,870	1,870	1,870	1,870	1,870	1,870
	95 th %ile Queue												
	A.M.	361	367	-	383	277	-	187	496	-	134	615	-
	P.M.	531	448	-	445	404	-	291	535	-	163	781	-
I-405 NB Ramp/ Manchester Blvd.	Storage Length	1,225	1,225	1,225	1,225	1,225	1,225	1,225	1,225	1,225	1,225	1,225	1,225
	95 th %ile Queue												
	A.M.	405	426	46	388	415	47	420	473	44	498	549	46
	P.M.	314	419	110	228	454	126	272	441	120	243	483	149

Source: Iteris, 2016

Significance Conclusion for Impact 4.E-1.3

The queuing analysis prepared for the TOD Plan concluded that queue lengths on the two I-405 off-ramp intersections would not exceed the available storage area on the ramps and between the ramp intersections. Impacts would therefore be less than significant, and no mitigation measures are required.

Threshold 4.E-2: Conflict with an applicable congestion management program.

Impact 4.E-2: Implementation of the proposed TOD Plan would exceed CMP thresholds at one intersection. Because no feasible mitigation is available, the resulting impact would be *significant and unavoidable*.

Methodology

The CMP for Los Angeles County requires that the traffic impact of individual development projects of potential regional significance be analyzed. A specific system of arterial roadways plus all freeways comprise the CMP system. A total of 164 intersections are identified for monitoring on the system in Los Angeles County. The analysis has been conducted according to the guidelines set forth in the 2010 Congestion Management Program for Los Angeles County. According to the CMP Traffic Impact Analysis (TIA) Guidelines developed by Metro, a CMP traffic impact analysis is required given the following conditions:

- CMP arterial monitoring intersections, including freeway on- or off-ramps, where the proposed project would add 50 or more trips during either the AM or PM weekday peak hours.
- CMP freeway monitoring locations where the proposed project would add 150 or more trips, in either direction, during either the AM or PM weekday peak hours.

Two of the twenty-nine (29) intersections studied for this EIR are part of the 164 CMP Arterial monitoring locations in Los Angeles County. Per the CMP guidelines, a project's traffic impact is considered significant if the change in V/C ratio relative to the "without project" increases by 2 percent ($V/C > 0.02$) causing the intersection to operate at LOS F. Furthermore, if the intersection is operating at LOS E or better after the addition of the project, the intersection would not be considered significantly impacted regardless of the increase in V/C. Thus, to determine whether the proposed TOD Plan is consistent with the Congestion Management Program for Los Angeles County, results of the traffic modeling conducted for cumulative 2035 conditions were reviewed to determine whether V/C increases would exceed CMP thresholds at the intersections contained in the CMP.

Impact Assessment

A CMP intersection analysis was conducted for the two intersections contained in the County CMP: La Brea/ Manchester Boulevard and Crenshaw Boulevard/Manchester Boulevard.

As shown in Table 4.E-6, under future year 2035 with project conditions, the proposed TOD Plan is forecast to result in a significant impact at the CMP-monitored Crenshaw Boulevard/Manchester Boulevard intersection.

The 2010 CMP monitors freeway conditions at eight (8) locations on I-405. The nearest freeway segment station is approximately 1.25 miles north of the project site: I-405 north of La Tijera Boulevard.

Based on incremental project trip generation estimates, the proposed project would add more than 150 peak hour southbound trips; therefore, a CMP mainline freeway segment analysis was conducted.

The analysis concluded that proposed development from the TOD Plan areas would result in a less than 1 percent increase in AM and PM peak hour northbound traffic and less than a 2 percent increase in AM and PM peak hour southbound traffic.

Significance Conclusion for Impact 4.E-2

Traffic generated by the proposed TOD Plan would exceed CMP thresholds at the Crenshaw Boulevard/Manchester Boulevard intersection. A significant impact would therefore result. Impacts along the freeway mainline would be less than significant.

Mitigation Measures

Due to existing development and right-of-way constraints, no feasible physical improvements (e.g., roadway widening, additional lanes, etc.) could be implemented.

Significance Conclusion for Impact 4.E-2

Because there is no feasible mitigation available, this impact would be significant and unavoidable.

Threshold 4.E-3: Change to air traffic patterns.

Impact 4.E-3: Implementation of the proposed project would not result in any changes to air traffic patterns, there would be *no impact*.

Methodology

To determine the significance, a screening analysis was first undertaken to determine whether the TOD Plan areas were within an airport land use plan and whether the proposed TOD Plan would conflict in any way with the airport land use plan. Once it was determined that the TOD Plan areas were outside of the airport land use plan for Los Angeles International Airport, the location of the nearest public airport or private airstrip was determined. Because the TOD Plan areas are located more than 2 miles away from any other public airport or private airstrip, other sections of this EIR were review to determine whether any of the identified impacts of the TOD Plan would possibly affect air traffic patterns. No such impact, including the potential for light and glare, were identified.

Impact Assessment

As noted in Section 4.J, *Hazards and Hazardous Materials*, the TOD Plan areas are located outside of the safety zones of Los Angeles International Airport, and are more than 2 miles away from any other public airport or private airstrip. Development of the proposed TOD Plan would, therefore not conflict with an airport land use plan, nor would development within the TOD Plan areas cause other adverse effects to a public airport use or private airstrip such that air traffic patterns could be adversely affected.

Significance Conclusion for Impact 4.E-3

Implementation of the proposed TOD Plan would not result in a change in air traffic patterns in either the existing or cumulative project scenarios. Therefore, there would be no impact, and no mitigation is required.

Threshold 4.E-4: Substantial increase in hazards due to design features.

Impact 4.E-4: Implementation of the proposed TOD Plan would be subject to City and Public Works Department review of proposed roadway improvements, which would ensure that roadway design hazards are not created. No impact would result.

Methodology

Because the design of proposed roadway improvements would be subject to City standards and approval of the City's Public Works Department, no impacts would result. Thus, no impact would result, and further detailed analysis of this environmental issue was determined to be unnecessary.

Impact Assessment

Design of all proposed transportation and circulation features would be required to be consistent with the applicable City roadway design standards and Public Works Department requirements. The review of site-specific development projects and proposed roadway infrastructure proposed in fulfillment of the TOD Plan would ensure that proposed roadway improvements would not result in significant hazards.

Significance Conclusion for Impact 4.E-4

Because detailed designs for roadway, pedestrian, or bicycle features for subsequent development within the TOD Plan areas would be reviewed as part of the City's development review process and would be required to meet all applicable design standards, this impact would be less than significant, and mitigation measures are not required.

Threshold 4.E-5: Inadequate emergency access.

Impact 4.E-5: Implementation of the proposed TOD Plan would provide adequate emergency access to sites throughout the TOD Plan areas, both during construction of site-specific development projects and ongoing operations. The resulting impact would be *less than significant*.

Methodology

Development that would impede emergency access by police, fire protection, or emergency medical vehicles to uses within the TOD Plan areas would constitute a significant impact. Because such

emergency access could be impeded by permanent or temporary street closures any such closures were evaluated to determine whether adequate alternative access would be provided to maintain access in an emergency by police, fire protection, or emergency medical personnel. Because emergency access could also be impeded by poor roadway or site design (e.g., inadequate lane widths or turning radii), the potential for roadway improvements or site-specific developments to impede emergency vehicle access was reviewed.

Impact Assessment

Existing emergency response routes to and within the TOD areas would either maintained in their present locations, with the exception of the proposed closure of Market Street between Florence Avenue and Regent Street. This permanent street closure would not have an adverse effect since emergency access would remain available to properties fronting along that segment of Market Street from La Brea Avenue and Locust Street, as well as from driveway entries along Florence Avenue and Regent Street.

As is standard for construction sites, a traffic control plan providing for adequate emergency access as determined by the Public Works Department, as well as fire protection and police authorities would be required should any temporary closure of streets or roadway lanes be necessary during construction.

Each site-specific development project within the TOD Plan areas would also be reviewed by the City, including review by police and fire agency authorities to ensure adequate emergency access to and within the site (e.g., minimum lane widths, minimum turning radii).

Significance Conclusion for Impact 4.E-5

Because all site-specific development projects will be reviewed by the City, including the Public Works Department and police and fire protection authorities, implementation of the proposed TOD Plan would not result in inadequate emergency access. The impact would be less than significant, and no mitigation is required.

Threshold 4.E-6: Conflict with any adopted policies, plans, or ordinances regarding public transit, bikeways, or pedestrian facilities, or otherwise substantially decrease the performance or safety of such facilities.

Impact 4.E-6: Implementation of the proposed project would provide enhanced bicycle and pedestrian facilities, and would also improve access to transit. The resulting impact would be *less than significant*.

Methodology

To determine whether the proposed TOD Plan would result in a significant impact the extent to which the TOD plan would provide facilities to enhance the use of public transit, as well as pedestrian and bicycle mobility, was compared to adopted plans for public transit, pedestrian mobility, and bicycle

facilities. A significant impact would result if adopted plans would require a greater level of public transit, pedestrian mobility, and bicycle facilities than was being proposed in the TOD Plan.

Impact Assessment

The proposed TOD Plan includes extensive improvements to pedestrian and bicycle mobility within the TOD Plan areas, as described in Chapter 3, *Project Description*, would not modify or disrupt any existing bicycle or pedestrian facilities outside the TOD Plan areas. Included in the TOD Plan is not only a map of proposed routes consistent with the City's General Plan bicycle system, but the TOD Plan also provides for facilities such as bicycle parking that would enhance the bicycling environment and maximize bicycle accessibility (e.g., requirements for the inclusion of bicycle parking near all destination points and on roadways with high volumes). The proposed TOD Plan is therefore consistent with the City's adopted General Plan.

In addition to bicycle facilities, the TOD Plan includes provisions to improve pedestrian mobility within the TOD Plan areas, particularly by enhancing pedestrian access to the Metro stations being constructed within Downtown Inglewood and Fairview Heights. By increasing development intensity in the vicinity of the two Metro stations and enhancing pedestrian and bicycle access to those stations, the TOD Plan would also increase access to transit.

Significance Conclusion for Impact 4.E-6

The TOD Plan provides for pedestrian and bicycle facilities that would improve upon existing General Plan requirements. The TOD Plan is therefore consistent with adopted policies, plans, or ordinances regarding public transit, bikeways, or pedestrian facilities, or otherwise substantially decrease the performance or safety of such facilities. Impacts would be less than significant.

4.E-7 REFERENCES – TRAFFIC AND CIRCULATION

Iteris, Downtown and Fairview Heights Transit Oriented Development Draft Traffic Impact Analysis, June 24, 2016.

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