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16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 COUNTY OF LOS ANGELES, CENTRAL DISTRICT
18

19 UPLIFT INGLEWOOD COALITION,
20 Petitioner and Plaintiff,
21 vs.
22 CITY OF INGLEWOOD, INGLEWOOD
CITY COUNCIL, INGLEWOOD HOUSING
23 AUTHORITY, INGLEWOOD SUCCESSOR
AGENCY, and DOES 1-20,
24 Respondents and Defendants.

25
26 INGLEWOOD PARKING AUTHORITY,
MURPHY'S BOWL LLC, and DOES 21-40,
27 Real Parties in Interest.
28

Case No. BS172771

**DECLARATION OF ALAN A. WOLKEN
IN SUPPORT OF JOINT BRIEF OF
RESPONDENTS AND REAL PARTY IN
INTEREST MURPHY'S BOWL LLC IN
OPPOSITION TO PETITION FOR WRIT
OF MANDATE**

Filed Concurrently with Joint Opposition

Assigned for All Purposes to:
Hon. Mary H. Strobel, Dept. 82

Date: November 5, 2019
Time: 9:30 a.m.

Petition Filed: June 19, 2018

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AUTHORITY, INGLEWOOD SUCCESSOR
14 AGENCY, and Real Party in Interest
INGLEWOOD PARKING AUTHORITY
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1 **The LA Clippers Arena Project**

2 8. I do not have any personal knowledge or involvement in what I understand to be
3 the subject matter of this case—the proposed development of an NBA basketball arena in
4 Inglewood.

5 9. To familiarize myself with the proposed arena project, I reviewed the February 20,
6 2018, Notice of Preparation of a Draft Environmental Impact Report and Public Scoping Meeting
7 (the “NOP”) from the City’s website. The NOP includes maps and diagrams of the proposed site
8 for the arena project. (See JA0000085.) According to those maps, the proposed site is south of
9 Century Boulevard, around Prairie Avenue and Yukon Avenue.

10 10. I recognize this proposed site (the “Century and Prairie Site”) as an area we
11 targeted for economic redevelopment/revitalization during my time working for the City in the
12 1980s and early 1990s.

13 **The Inglewood Redevelopment Agency**

14 11. For the majority of my time with the City, starting in the mid-1980s, I was working
15 with the Inglewood Redevelopment Agency.

16 12. Redevelopment agencies were created by cities across the state pursuant to the
17 state’s Redevelopment Law. The law authorized the formation of redevelopment agencies to help
18 revitalize blighted communities, and provided a tool for financing such work. Redevelopment
19 agencies would designate certain “project areas” in the community as blighted and in need of
20 renewal. If property tax revenues increased in a project area after an agency’s redevelopment plan
21 was put in place, the redevelopment agency would receive this “tax increment” to fund its work.¹

22 13. Shortly before and during my time working for the Inglewood Redevelopment
23 Agency (the “Agency”), the Agency designated a number of project areas that were in particular
24 need of redevelopment.

25
26 _____
27 ¹ All redevelopment agencies were dissolved in 2012 (and their assets transferred to “successor
28 agencies”). Since that time, cities have carried out their economic development initiatives
themselves, without the benefit of the “tax increment” financing, unless an agreement was in place
prior to the dissolution.

1 affluent residents were moving out of the Century and Prairie area, presumably to find housing in
2 a location that was not under the LAX flight path. This contributed to further destabilizing the
3 neighborhood and the blighted conditions.

4 18. Shortly before I started at the City, several planning studies had been completed
5 documenting the blighted conditions of the Century Redevelopment Project Area. The Agency
6 initiated proactive revitalization programs, but the area continued to decline,³ and so the City
7 recommended that land within the Century Redevelopment Project Area, including the Century
8 and Prairie Site, be “recycled.”

9 19. As discussed in more detail in the sections below, recycling involved acquiring
10 noise-distressed, residential properties, relocating residents to more suitable housing in residential
11 neighborhoods, demolishing the existing buildings, and redeveloping the land for noise-
12 compatible industrial/commercial uses that would promote economic development.

13 20. These goals were set forth in the Century Project Area Redevelopment Plan (see
14 JA0001000), which the City Council adopted by ordinance in 1982 (see JA0001510 at 1511
15 [describing the purpose of the plan as, among other things, “[e]liminat[ing] . . . residential uses
16 impacted by severe aircraft noise” and “[e]ncourag[ing] and foster[ing] the economic
17 revitalization of the Project Area”].)

18 21. Shortly before the land-recycling plan was implemented, the City amended its
19 General Plan to designate most of the Century Redevelopment Project Area, including all of the
20 Century and Prairie Site, for industrial and commercial uses to ensure that new noise-sensitive uses
21 would not be constructed where aircraft noise levels exceeded 65 decibels. (JA0001263 at 1378)
22 [describing the Century and Prairie Site as “an extremely undesirable location for residential usage”
23 because “it is severely impacted by jet aircraft noise”].⁴

24 _____
25 ³ This historical background that pre-dated my arrival at the City was summarized in many City
26 records, including, e.g., the 1994 Aircraft Noise Mitigation Plan prepared by the City’s
Department of Development and Housing. (See JA0000903 at 931-932.)

27 ⁴ See also JA0000903 at 934-935 [explaining how changes to General Plan were part of noise-
28 mitigation strategy to protect areas most adversely affected by aircraft noise]; JA0000849 at 860
[same].

1 26. Prior to 1985, the land-recycling program was funded by the Agency itself.⁵

2 27. Eventually, however, we were able to chiefly rely on grant funding from the
3 Federal Aviation Administration (“FAA”) and Los Angeles Department of Airports (“DOA”).⁶
4 The grant assistance arose after the DOA undertook a comprehensive land use compatibility study
5 funded by the FAA (called the LAX Airport Noise Control/Land Use Compatibility Study
6 (“ANCLUC”)), with participation from surrounding communities, including Inglewood. As a
7 result of that study, the DOA adopted a noise-compatibility program for LAX in 1984.
8 Inglewood’s chief responsibility under that program was to continue recycling noise-incompatible
9 land within two project areas, one of which was the Century Redevelopment Project Area. The
10 City carried out its responsibility through what we called the Inglewood Noise Compatibility
11 Improvement Program, or INCIP.⁷

12 28. Once the DOA noise-compatibility program was in place, the City began applying
13 for, and receiving, grant funding from both the DOA and the FAA to assist in its land-recycling
14 efforts. The first of these grants was awarded to Inglewood by the DOA in 1985.⁸ Attached at
15 JA0001540-41 is the June 4, 1985 staff report recommending that the City Council authorize the
16 first application to the FAA to obtain funds to finance the City/Agency efforts to recycle
17 “incompatible land uses to compatible light industrial uses.”

18 29. From that point on, Inglewood started receiving land-recycling grants from the
19 FAA (and a percentage of matching grants from the DOA).⁹ These grants allowed the Agency to
20 target larger areas for recycling than when it had been solely reliant on its own funds.

21 _____
22 ⁵ See JA0000903 at 912 (noting that as of 1994, Inglewood had expended more than \$28 million
23 of its own funds towards noise-mitigation efforts).

24 ⁶ The DOA later came to be known as Los Angeles World Airports (“LAWA”).

25 ⁷ See also JA0000849 at 851-852; JA0000903 at 911.

26 ⁸ *Id.* at JA0000849 at 852.

27 ⁹ My colleagues and I would regularly prepare staff reports recommending approval of grant
28 agreements providing this funding. A representative example from September 26, 1989 that I
helped prepare is attached at JA0001406. The staff report attached the resolution that led to the
approval of a \$3 million grant agreement from the FAA (3-06-0139-N6) that was used to acquire

1 30. In conjunction with the City’s requests for additional grant funding, the City’s
2 Department of Community Development and Housing prepared an Aircraft Noise Mitigation Plan,
3 a compilation of the City’s efforts to fulfill its obligations under LAX’s noise-compatibility
4 program. Attached at JA0000903-977 is the Aircraft Noise Mitigation Plan from 1994, my last
5 year with the City.

6 31. As a condition of receiving the grant funding, the City had to agree to carry out the
7 purpose of the land-recycling program by, among other things, preventing noise-incompatible uses
8 from returning to the land. Complying with the terms of the FAA’s grant agreements was a
9 priority for the City to ensure it qualified for future funding. In addition to designating the areas
10 for industrial/commercial use in the General Plan, the City would protect against incompatible
11 uses returning to the land by encumbering recycled parcels with avigation easements before
12 transferring them to developers.¹⁰ An internal 1991 memo prepared by my colleague Otis Ginoza
13 noted that the City would obtain avigation easements for any parcel acquired in the Century
14 Redevelopment Project Area prior to disposing of it, whether it had been purchased with grant
15 funding or not.¹¹ As a result, we never considered it feasible, or desirable, to return residential or
16 other noise-sensitive uses to land acquired as part of the land-recycling program.

17 32. For most of my time at the City, the FAA and DOA grants were administered by
18 the Agency since it had already been engaged in land-recycling efforts to remove housing and
19 redevelop the project areas within the noise contours. Beginning in the early 1990s, the City took
20 over administration of new noise-mitigation grants as the noise-mitigation efforts broadened to

21 _____
22 two parcels on 102nd Street that we hoped to develop as an airfreight facility (see *infra* ¶ 52). (*Id.*
23 at JA0001411 [“[T]he City of Inglewood desires to assist the Inglewood Redevelopment Agency,
24 where possible, with land assembly activity and financial devices to spur transition of
incompatible land uses to new compatible light industrial uses.”].)

25 ¹⁰ See also JA0000903 at 969 (“Following acquisition and relocation, the sites will be cleared and
26 made available for disposition to developers. Specific plans and zoning will prevent the
construction of new incompatible uses (housing) on the sites. Prior to transferring recycled sites
to developers, the City will record an avigation easement on the property.”).

27 ¹¹ See JA0001507 at 1508; see also, e.g., JA0001257 at 1258 (representative avigation easement
28 providing for “an unrestricted right of flight for the passage of aircraft . . . and the associated
noise, vibration, smoke and other effects emanating therefrom.”)

1 include other parts of the City (not just the redevelopment project areas) and other strategies (noise
2 insulation as well as land recycling). (See JA0000903 at 934.)

3 33. However, for the most severely noise-impacted areas, like the Century and Prairie
4 Site, the City always prioritized land recycling as a noise-mitigation strategy. Inglewood did not
5 provide noise insulation for residents in land-recycling areas, or in areas not designated for
6 residential use in the General Plan. Noise insulation was a less preferable alternative for the parts
7 of the City experiencing the highest levels of noise and attendant blight, like the Century Project
8 Area, because it would still leave residents exposed to aircraft noise and would not provide the
9 much-needed concomitant benefit of economic development. The City's policy to prioritize land-
10 recycling within the Century Project Area was memorialized in numerous City records from my
11 tenure. (See, e.g., JA0000903 at 923 [describing City's policy to favor "land recycling as a
12 priority" because it "alleviate[d] noise impacts concurrent with economic development policy"].)¹²

13 **The Land-Recycling Process**

14 34. During my time at the City, I was directly involved in implementing the land-
15 recycling plan for the Century Project Area. It was a complex, resource-intensive process.

16 35. The process began by acquiring property. Within the areas most severely impacted
17 by the aircraft noise, we prioritized the parcels that had the highest potential for successful
18 redevelopment. Our calculation was that a parcel in highly visible parts of the City or along major
19 thoroughfares (like Century or Prairie) would offer better opportunities for redevelopment. We
20 would also try to acquire contiguous parcels to create larger assemblages that would be more
21 attractive to developers.¹³ We also took advantage of opportunities as they arose, such as when a
22 developer had already approached us expressing interest in particular parcels, or if there was an

23 _____
24 ¹² See also *id.* at 000921-922 ("disadvantage of [insulating existing homes] is that the noise impact
25 is not completely eliminated"; "[r]esidents of sound insulated units are still exposed to high levels
26 of aircraft noise in yards or in the home when windows or doors are open"); JA0001505 at 1506
(noting that sound insulation is a less preferable alternative due to the attendant outdoor uses
associated with residential dwellings).

27 ¹³ These general strategies are discussed in the 1993-1994 Grant Implementation Plan the City
28 submitted to the DOA. (See JA0000978 at 989-990.)

1 opportunity to purchase at a discounted price. For example, in 1987, we were notified that the
2 owner of a fire-damaged, partially vacant 150-unit apartment building at 3700 W. Century Blvd
3 was in bankruptcy, and so we used grant funds to acquire the property at below-market cost.¹⁴
4 Our general goal was to use proceeds from the redevelopment of the first-acquired land to acquire
5 and recycle additional noise-distressed land within the redevelopment project areas.

6 36. Once we had identified a parcel for acquisition, we would get it appraised and
7 begin negotiations with the owners. If necessary, the parcels would be acquired through eminent
8 domain.

9 37. While the acquisition was being completed, we would begin the relocation process
10 with the assistance of the City's relocation consulting firm, Pacific Relocation Consultants, who I
11 met with on a regular basis. The first step in the relocation process was meeting and interviewing
12 the tenants of the property that was being acquired. Residents were usually excited to see us
13 coming and were eager to leave the flight path. Most were living in run-down, overcrowded
14 conditions, but did not have the financial wherewithal to relocate on their own. During the
15 interview we would determine how many people lived in each unit, their household income, and
16 where they worked. This information would help the consultants look for a new residence for the
17 tenants outside of the aircraft noise contour and near their place of employment.

18 38. When suitable new housing was found that was agreeable to the resident, we would
19 assist with the relocation by providing a number of relocation benefits,¹⁵ including moving
20 expenses and first and last month's rent. If the monthly rent exceeded the tenant's ability to pay
21 (i.e., if it was more than 25-30%¹⁶ of their household income), we would provide rental assistance
22 to make up the difference for 42 months (up to a specified cap that changed over time).¹⁷
23

24 ¹⁴ This opportunity was described in a June 2, 1987 staff report prepared by my colleagues Paul
25 Eckles, Lewis Pond, and Isaac Seliger. (See JA0001224.)

26 ¹⁵ The City's relocation and benefits plan was based on the federal government's Uniform
Relocation Assistance and Real Property Acquisition Policies Act of 1979.

27 ¹⁶ The ability-to-pay calculation shifted somewhat over the years.

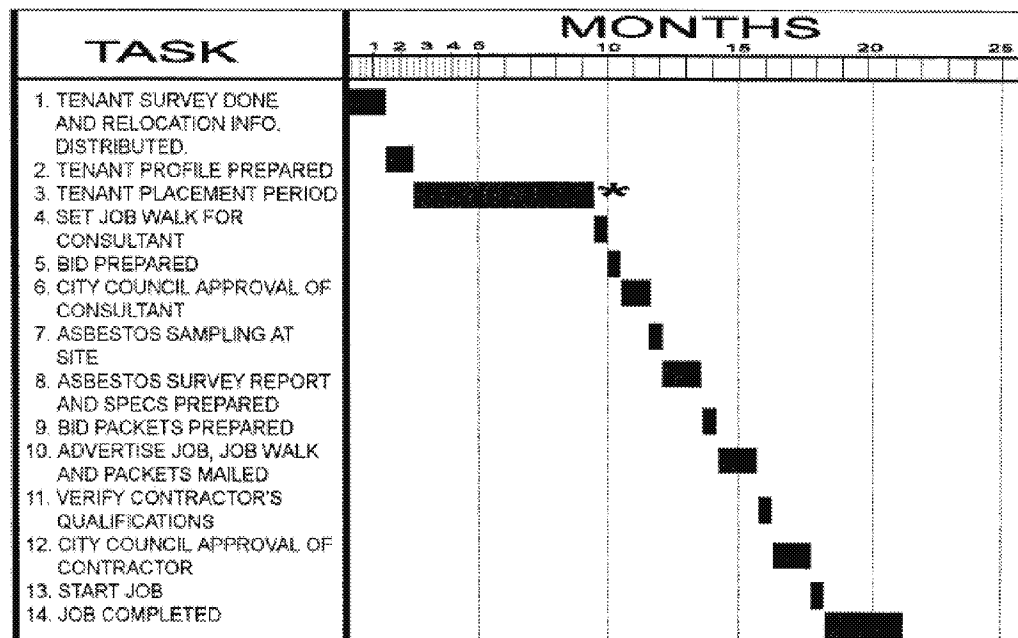
28 ¹⁷ Alternatively, if the resident purchased a house, we would provide the rental assistance as a
lump sum payment up front.

1 Attached at JA0001252 is a representative example of a rental assistance claim for a resident who
 2 received \$4,000 in rental assistance upon her relocation in 1984. Until the relocation was
 3 complete for all residents in an apartment building, our relocation consultants would often have to
 4 take over management of the building.

5 39. Following acquisition and relocation, the site was cleared by demolishing the non-
 6 compatible buildings. Demolition was usually a complicated process in and of itself. There were
 7 often issues with the building materials, and environmental firms usually had to be retained to
 8 assist in the process. The memo at JA0001043-44 to one of my colleagues at the Agency
 9 describes the type of complications we frequently encountered. It describes “many unanticipated
 10 delays” in demolishing two properties within the Century and Prairie Site because a large amount
 11 of asbestos was discovered that had to be removed prior to demolition. In my experience, this was
 12 a very common series of events.

13 40. Altogether, preparing each parcel for development would take well over a year,
 14 even longer if eminent domain proceedings were necessary, or if complications arose in finding
 15 suitable replacement housing for the tenants. The below timeline from the City’s Grant
 16 Implementation Plan for 1993-1994 provides an overview of the multi-step process (JA0000978
 17 at 985):

Tenant Relocation and Site Clearance Time Line



* PLACEMENT OF THE TENANTS COULD TAKE LONGER THAN SEVEN MONTHS DEPENDING ON THEIR HOUSING REQUIREMENTS.

1 41. Once the site was cleared and ready to be developed (and sometimes while the
2 demolition was still in process), we would start soliciting development proposals. At the time, we
3 were focused primarily on light industrial and manufacturing as the highest and best noise-
4 compatible uses that were most likely to serve as engines for job creation and economic
5 development. To solicit development proposals we would generally send Requests for Proposals
6 (“RFPs”) via direct mail to targeted lists of industrial developers we had compiled from real estate
7 periodicals, and would also publish ads in newspapers (like the LA Times, or sometimes even the
8 Wall Street Journal).

9 **Successful Redevelopment Projects on Recycled Land**

10 42. During my time with the Agency, a number of recycled parcels were successfully
11 redeveloped into economically beneficial uses, as recounted in a 1991 report prepared by the City
12 summarizing the INCIP project sites. (See JA0000849 at 869-898.)

13 43. We had the most consistent success within the land-recycling project area that sat
14 beneath a flight path that crossed the northern part of the City, west of the 405 freeway (the La
15 Cienega Project Area). It was generally easier to attract developers to this area, which had lower
16 crime rates and less blighted surroundings than the sites we were clearing in the Century
17 Redevelopment Project Area. As of the early 1990s, all of our project sites in the La Cienega
18 Project had been recycled into economically productive, noise-compatible uses. Three sites were
19 combined to create a large assemblage on which a K-Mart was developed (*id.* at 878-884), and
20 two other large sites were developed into a multi-tenant industrial facility and an airfreight facility
21 (*id.* at 892-897.)

22 44. We had some successes in the Century Redevelopment Project Area as well. For
23 example, the first DOA grant was used to purchase two parcels on West 102nd Street that were
24 combined with 13 parcels previously acquired by the Agency without FAA or DOA funds. The
25 assemblage was sold to C.F. Airfreight for the development of a 90,000 square foot airfreight
26 facility. (*Id.* at 859, 872-874.) The proceeds from the sale of these DOA parcels were then used
27 by the Agency to purchase an adjacent site where housing was removed, residents were relocated
28 to more suitable housing, and a 25,000 square foot light industrial manufacturing facility was

1 developed by Century Commerce Partners. (*Id.* at 872, 875-877.) A 68,000 square foot
2 warehouse/airfreight facility was also developed at the corner of Century Boulevard and Doty
3 Avenue, where the Agency used grant funds and advance payments from the private developer
4 (Cloverleaf) to acquire several contiguous parcels, originally consisting of a motel, apartments,
5 single family homes, and a trailer park. (*Id.* at 872, 885-888.)

6 **Unsuccessful Efforts To Redevelop the Century and Prairie Site**

7 45. Our efforts to redevelop the two other sites in the Century Redevelopment Project
8 Area that the Agency recycled in the 1980s and early 1990s, on the other hand, were ultimately
9 unsuccessful.

10 46. One of the sites (identified as INCIP project site #7 in the 1991 summary report)
11 was assembled around 3700 West Century Boulevard (the property I mentioned in paragraph 36
12 above that the Agency acquired with FAA/DOA funds when the prior owner was in bankruptcy)
13 and two smaller adjacent parcels at 3640 and 3650 West Century Boulevard that the Agency had
14 previously recycled with its own funds. (See JA0000849 at 889.)

15 47. The effort to redevelop this site began in 1987, when the Agency issued the RFP
16 attached to the joint appendix at JA0001045. The City ultimately selected a proposal from UTF
17 Enterprises (“UTF”) to develop a complex with light industrial and warehouse space (see
18 JA0001081), and the Agency entered into a 180-day exclusive negotiating agreement (“ENA”)
19 with UTF in May of 1988 to explore the potential development (see JA0001078.)

20 48. At the time the Agency entered into the ENA with UTF, it had not yet acquired the
21 entire site. In August 1988, my colleagues Isaac Seliger, Otis Ginoza, and Wendy Wintrob
22 prepared a staff report requesting authorization to use FAA funds to acquire two contiguous
23 parcels to assemble a more marketable site that would facilitate potential disposition to UTF for
24 noise-compatible development. (JA0001074.) Both parcels were subsequently acquired, recycled,
25 and combined with the preexisting site. The final site consisted of the parcels identified as S2, S3,
26 S4, S9, and S10 in the map attached at JA0000435.

27 49. The Agency negotiated with UTF over the next few years, and the ENA was
28 extended several times. By 1990, when the ENA was extended for an additional 180 days, the

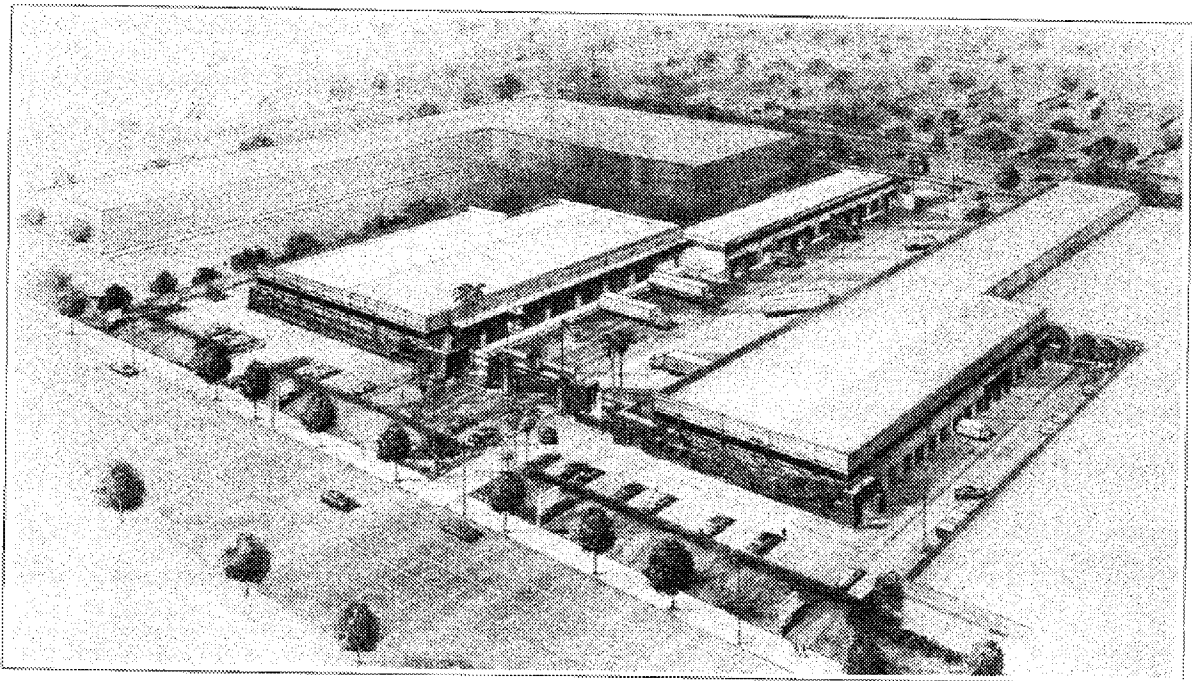
1 parties had reached agreement on many terms of the sale, as reflected in the staff report attached at
2 JA0001070. And by the summer of 1991, we were exchanging drafts of a disposition and
3 development agreement ("DDA"). (See JA0001037.)

4 50. UTF even began advertising the development, dubbed the Century Park Industrial
5 Center, for an opening in the winter of 1991 (JA0001255):

6 **CENTURY PARK INDUSTRIAL CENTER (CPIC)**

7 **3700 W. Century Blvd., Inglewood, CA 90303**

8
9 CPIC is currently in the final planning stages and is estimated to be completed in
10 the winter of 1991. Upon completion CPIC will represent a state-of-the-art 106,056
11 square foot air freight park featuring the latest in construction, design, operating
12 efficiency, and tenant amenities.



- 22 • **Excellent rates**
- 23 • 24' minimum clearance
- 24 • Divisible to 1900 square feet
- 25 • 20% office - built to suit
- 26 • **Large yard area for truck maneuverability**
- 27 • Pre-wired security system
- 28 • **Cross dock loading**
- Glass facades
- Extensive landscaping
- **Above standard parking**
- **Blocks from Los Angeles International Airport**
- Major street identity and signage
- Adjacent to Consolidated Freightways
- Excellent access to San Diego (405), Harbor (110), and Century (105) freeways
- 20 minutes to Los Angeles Harbor and Downtown Los Angeles
- **Covered continuous dock with hi-tech lighting**
- Dock high and ground level loading
- **One truck position per 750 square feet**
- **Separate entrances and parking for cars and trucks**

Act now for pre-completion rental rates and ability to design your own office/warehouse space.

For more information, please call:

1 51. In the end, however, UTF was unable to secure the necessary financing to complete
2 the proposed development, and the DDA was never executed.

3 52. Similar efforts to develop a second site in the Century Redevelopment Project
4 Area—identified as INCIP project site #14 in the 1991 summary report—were unsuccessful. (See
5 JA0000849 at 898.) Project #14 was a site along West 102nd Street, plus one adjacent parcel that
6 fronted Century Boulevard (identified as S1, S5, S6, S7, and S8 in the map at JA0000435). As
7 reflected in the 1990 staff report attached at JA0001093, which recommended execution of a letter
8 agreement with the DOA to facilitate the acquisition of the 102nd Street parcels, the developer
9 Pacifica Properties had proposed constructing an airfreight facility on the site. But the Pacifica
10 Properties proposal did not proceed because of funding issues.

11 53. False starts like the one we experienced with Pacifica Properties were common.
12 Developers were quick to express interest in a recycled site, as we were setting an attractive table
13 for them by making a substantial investment (with assistance from FAA/DOA funding) to clear
14 the site and prepare it for development, which gave developers an opportunity to avoid having to
15 absorb these front-end costs themselves. But when it came time for the developer to actually
16 make a proposed project happen, prospects became more bleak. The equity in the recycled land
17 was usually not enough to leverage a loan, and developers struggled to come up with funding.
18 Even though we were consistently willing to transfer the recycled land for less than its appraised
19 value if the proposed development would generate jobs and revenues for the City (including by
20 capturing property tax increment), it was still a challenge to get a development off the ground
21 within the Century Redevelopment Project Area, including the Century and Prairie Site where the
22 arena project is proposed.

23 54. In the early 1990s, we also started to face increased competition for the type of
24 developments that had, until that point, been the bread and butter for the Century Redevelopment
25 Project Area—light industrial and manufacturing projects—as industrial trucking facilities
26 increasingly preferred locations closer to the port of Los Angeles, like Long Beach.

27 55. Because of these challenges, by the early 1990s the Agency had started to shift its
28 strategy. Rather than continue to pursue multiple discrete light-industrial projects, the Agency

