MICHAEL CAREY
City Clerk

When making inquiries relative to this matter refer to File No.

CITY OF LOS ANGELES
CALIFORNIA

Office of the
CITY CLERK
Council and Public Services
Room 615, City Hall
Los Angeles, CA 90012
Council File Information - (213) 485-5703
General Information - (213) 485-5705

RICHARD J. RIORDAN
MAYOR

96-1590-S1
CD 9

October 28, 1999

HOUSING & COMMUNITY REDEVELOPMENT COMMITTEE

In accordance with Council Rules, communication from the Community Redevelopment Agency relative to residential relocation activities at the Staples Center Project, was referred on October 28, 1999, to the HOUSING & COMMUNITY REDEVELOPMENT COMMITTEE.

J. Michael Carey
City Clerk
amm

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Community Redevelopment Agency

of the City
of Los Angeles

354 South Spring Street
Suite 800
Los Angeles
California 90013-1258

213 977 1600

Fax Number 213 977 1665

An Affirmative Action Equal Opportunity Employer

Date 10/15/99

File Code SP3070

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Honorable Nick Pacheco, Fourteenth Council District
Honorable Jackie Goldberg, Thirteenth Council District
Honorable Nate Holden, Tenth Council District
City Hall East
200 North Main Street
Los Angeles, CA 90013

CRA LA

Attention: Cynthia Landis, Office of the City Clerk

Subject: Residential Relocation Activities
at the Staples Center Project, CD9

Dear Honorable Members of the Housing and Community Redevelopment Committee:

Per the Committee's request, attached is the supplemental information presented verbally by David Riccitiello, Project Manager, to the H&CR Committee on October 13, 1999, with reference to Item #3 Agency Residential Relocation Activities for the Staples Center project.

If you require any further information, please contact David Riccitiello, Project Manager, at (213)977-1794.

Sincerely,

Jerry Scharlin
Interim Administrator

cc: Adrienne Bass
James Santa Maria

HOUSING & COMMUNITY REDEVELOP.

OCT 28 1999

Item #3 H&CR Committee Meeting
October 13, 1999
Staple Center Arena Housing Relocation Effort
Supplemental Report

* A total of 130 households were relocated by the Agency. Without exception, all of the households lived in substandard housing, most in one or two room apartments. The area was known for major gang activity and illegal drug sales and prostitution. It was not a safe environment for the many families with small children that lived in the area.

* Security was a concern of the Agency and the tenants. To address the issue, the Agency deployed security guards around the clock to patrol the area. LAPD also cooperated by increasing the number of patrols and the LA Arena Company and the Convention Center provided backup assistance. Additionally, Chrysalis, a non profit organization, was hired to keep the area clean by removing trash, weeds and graffiti daily. In some cases, temporary moves were done to ensure the safety of the tenants.

* Three non-profit agencies, St. Francis Center, Inquillinos Unidos, and First United Methodist Church, were hired by the Agency to provide outreach services and to act as advocates for the tenants. The non-profits served as a liaison between the tenants and the Agency. Notices were given to all of the affected households informing them that the non-profits were available to assist the tenants at no cost to them.

* Benefits are based on income information provided by the displacee and verified by the Agency, and the cost of a comparable decent, safe and sanitary unit. A Relocation Assistance Payment (RAP) is calculated subtracting the difference between the cost of the comparable unit and 25% of the household income times 48 months, a period of four years (the law changed to 30% but the Agency proceeded on the basis of 25% which resulted in higher levels of financial assistance). Once a RAP is calculated, an initial payment of $5,250 was made with the balance paid out in monthly installments. Tenants were also eligible for moving expense, either actual costs or "in-lieu of" payments. A total of 11 households were qualify for home ownership. In these instances, the rental assistance payment is made available in a lump sum to be used as a down payment. In addition, the Agency was able to secure Section 8 Certificates for 10 families.

* In those cases where the tenant's income could not be properly verified or when the displacee was not an occupant of

the unit 90 days prior to the Agency's first offer to purchase the property, the tenant's current rent or displacement rent was used as the basis for calculating the RAP.

* Although not qualified for RAP payments under State regulations, short term occupants in the four commercial hotels acquired by the Agency involving 27 cases were given administrative relocation payments in accordance with the LA Municipal Code ($2,000 for individuals and $5,000 for couples). Only one family with children resided in one of the motels and relocated to a three bedroom unit.

* All of the displacees were given referrals to standard housing. No one was forced to occupy a unit they did not want. The three non-profits were available to assist the displacees with any questions or concerns they may have had. Weekly staff meetings were held to review the status of claims and the non-profits were invited to attend. The displacees were notified by the Agency of their right to appeal a determination of benefits to the Agency's Appeals Board, composed of citizens appointed by the Mayor and confirmed by the City Council.

* A significant number of the displacees requested to be relocated to the Parkside Apartments, an affordable housing project for low and very low income families completed in 1998. Because the management company was already in the process of leasing the building, the Agency reserved units at a total cost of $50,000 to keep the units available until the displacees could be processed and approved for the units by the management company, National Housing Ministry.

* The Agency made every attempt to place displaced households in subsidized housing units to insure long-term affordability. For example, the rent levels in the Parkside are made affordable to low and very low income families as a result of Agency gap financing and tax credits. Parkside has the added benefit of a LAUSD operated child care facility on the ground floor of the building.

* The claim that relocation payments in other parts of the City are higher ignores the effort the Agency made to place families in non-profit housing which offers long term affordability.

Community Redevelopment Agency

of the City
of Los Angeles

354 South Spring Street
Suite 800
Los Angeles
California 90013-1258

213 977 1600

Fax
Number 213 977 1665

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Date 10/8/99

File Code SP3080

Honorable Nick Pacheco, Fourteenth Council District
Honorable Jackie Goldberg, Thirteenth Council District
Honorable Nate Holden, Tenth Council District
City Hall East
200 North Main Street
Los Angeles, CA 90013

Attention: Adrienne Bass, Office of the City Clerk

CRA
LA

Subject: Residential Relocation Activities
at the Staples Center Project, CD9

Dear Honorable Members of the Housing and Community Redevelopment Committee:

At its September 29, 1999 meeting, the Housing and Community Redevelopment Committee requested a report regarding the Agency's relocation of the residents affected by the Staples Center project. The following is a report of the Agency's relocation efforts:

1. In March, 1997, the Agency conducted a door-to-door survey with bilingual staff to identify the rehousing needs of the residents within the project area. This information was the basis of the Relocation Plan and Replacement Housing Plan prepared by the Agency and approved by City Council on October 21, 1997.

3. Beginning December, 1997, the Agency initiated the acquisition of the residential properties for the project and sent relocation Notices of Displacement to all displacees informing them of their eligibility for benefits.

4. In February, 1998, the Agency opened a temporary site office on Byram Street to provided relocation information and easy access to all displacees, since the facility was located within convenient walking distance. The site

office was fully staffed with bilingual Agency staff and consultants (Pacific Relocation Consultants). The Agency also retained the services of three non-profit agencies to provide outreach services and technical assistance (St. Francis Center, Inquillinos Unidos and the First United Methodist Church). All pertinent relocation information was provided in both English and Spanish.

5. Intake activities began in earnest in February 1998. The site office remained open until January 1999 when it was vacated so that it could be demolished and improvements constructed for Staples Center. Relocation staff and consultants were moved to the Agency's main office on Spring Street where services continued uninterrupted. All of the residential displacees residing within the Olympic Properties had been relocated prior to the closing of the site office.

CRA LA

6. A total of 130 households were relocated by the Agency. A significant number of these households were relocated to Agency assisted and/or tax credit housing projects, ensuring them long term rental affordability. For example 32 families moved to the Parkside Apartments (90015), six families moved to the Cochran Apartments (90019) and three moved to the Garland Apartments (90017). These housing developments were just completed in 1998. (see the Attachment for the rehousing zip codes for the displacees).

7. The Agency approved relocation payments in the aggregate amount of $1.2 million for the 130 displaced households, an average of $9,300 per household. In addition, the Agency secured Section 8 Certificates for 10 families and home ownership for 11 families. Of the 130 displaced households, 103 qualified for benefits under the California Relocation Assistance and Real Property Acquisition Law; the remaining 27 households (short term occupants of commercial motels) were qualified for benefits under the City's Rent Stabilization Ordinance.

8. Under the State rules, the Agency must relocate displacees to decent, safe and sanitary housing, inspected

and approved by the Agency, as one of the requirements for receiving relocation assistance. While under different City regulations, the motel occupants were also relocated to decent, safe and sanitary housing.

9. All of the displacees will be notified of the availability of replacement housing units once the units are completed and ready for occupancy. Two major replacement housing projects have been funded and approved by City Council, Hope Street Apartments (90015) and Grandview Nine (90006). Displacees will be given a preference in renting replacement housing units in accordance with the approved Replacement Housing Plan.

CRA
LA

If you require any further information, please contact David Riccitiello, Project Manager, at (213)977-1794.

Sincerely,

Jerry A. Scharlin
Interim Administrator

ATTACHMENT

Displacement Zip Code: Los Angeles, 90015

Rehousing Zip Code

90004	2
90005	2
90006	13
90010	1
90011	5
90014	1
90015	42
90016	1
90017	5
90019	8
90020	3
90023	3
90026	7
90029	2
90031	1
90035	2
90035	1
90037	9
90041	1
90042	1
90046	5
90057	4
90062	2
90066	1
92337	1
92530	1
92705	1
95814	1
Mexico	2
New York	2
	130 Households

J. MICHAEL CAREY
City Clerk

When making inquiries relative to this matter refer to File No.

CITY OF LOS ANGELES
CALIFORNIA

RICHARD J. RIORDAN
MAYOR

Office of the
CITY CLERK
Council and Public Services
Room 615, City Hall
Los Angeles, CA 90012
Council File Information - (213) 485-5703
General Information - (213) 485-5705

96-1590-S1

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March 5, 1999

Council Member Walters
Board of Public Works
Bureau of Engineering
Planning Commission
City Attorney
Planning Department
City Administrative Officer
Chief Legislative Analyst
Community Redevelopment Agency
Building and Safety Department
Department of Transportation
Building and Safety Commission
Convention Center
Honorable Richard Riordan, Mayor

RE: ESTABLISHING SIGNAGE PROVISIONS FOR THE ARENA DEVELOPMENT IN THE CITY OF LOS ANGELES

At the meeting of the Council held February 17, 1999, the following action was taken:

Attached report adopted	
Attached motion () adopted	
Attached resolution adopted ()	
Mayor concurred	
FORTHWITH	
Ordinance adopted	X
Motion adopted to approve attached report	
Motion adopted to approve communication	
To the Mayor FORTHWITH	
Ordinance Number	172465
Publication date	2-24-99
Effective date	3-27-99
Mayor vetoed	
Mayor approved	2-19-99
Negative Declaration adopted	
Categorically exempt	
Generally exempt	X

J. Michael Carey

City Clerk
bs

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DEPUTY

COUNCIL FILE NUMBER 96-1590-S1 COUNCIL DISTRICT

COUNCIL APPROVAL DATE February 17, 1999 LAST DAY FOR MAYOR TO ACT MAR 01 1999

ORDINANCE TYPE: ___ Ord of Intent ___ Zoning ___ Personnel X General

___ Improvement ___ LAMC ____ LAAC __ CU or Var Appeals - CPC No

SUBJECT MATTER: Establishing signage provisions for the Arena development in the City of Los Angeles.

RECOMMENDATIONS:	**APPROVED**	**DISAPPROVED**
PLANNING COMMISSION	X	
DIRECTOR OF PLANNING	X	
CITY ATTORNEY	X	
CITY ADMINISTRATIVE OFFICER		

DATE OF MAYOR APPROVAL, DEEMED APPROVED OR *VETO: FEB 19 1999
*VETOED ORDINANCES MUST BE ACCOMPANIED WITH OBJECTIONS IN WRITING PURSUANT TO CHARTER SEC. 29

(CITY CLERK USE ONLY PLEASE DO NOT WRITE BELOW THIS LINE)

DATE RECEIVED FROM MAYOR FEB 19 1999 ORDINANCE NO. 172465

DATE PUBLISHED FEB 24 1999 DATE POSTED EFFECTIVE DATE MAR 27 1999

ORD OF INTENT: HEARING DATE ASSESSMENT CONFIRMATION

calagend*.ord

WALTERS
BPW
BUR. OF ENGR
PLANNING COMSN
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PLANNING DEPT
CAO
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CRA
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B & S COMSN
CONVENTION CTR
MAYOR

ORDINANCE NO. 172465

An ordinance establishing signage provisions for the Arena development in the City of Los Angeles.

WHEREAS, the City of Los Angeles (the "City"), the Community Redevelopment Agency of the City of Los Angeles (the "Agency"), and L.A. Arena Land Company, Inc. (the "Land Company"), have entered into a series of agreements including that certain Reciprocal Easement Agreement dated March 27, 1998 (the "REA"); and

WHEREAS, pursuant to those agreements, Land Company is developing a state-of-the-art sports and entertainment complex along with ancillary parking facilities, retail, restaurant and entertainment uses to be located adjacent to the Los Angeles Convention Center within the South Park area of the Central Business District Redevelopment Project Area in the southwestern portion of downtown Los Angeles; and

WHEREAS, the sports and entertainment complex and its ancillary uses are consistent with and contribute to the purposes of the Community Redevelopment Law of California, including the assembly of land into parcels suitable for integrated development, planning, redesigning and developing an underutilized area of the City, and eliminating existing blight and dangerous conditions; and

WHEREAS, the sports and entertainment complex and its ancillary uses will accomplish this purpose by creating and promoting commercial, retail, entertainment, recreation, office and future residential land use activity in the South Park area; and

WHEREAS, the sports and entertainment complex and its ancillary uses will accordingly enhance and upgrade the South Park area by attracting businesses, shopping and tourism, particularly in connection with the Los Angeles Convention Center; and

WHEREAS, the sports and entertainment complex, because of the nature of its use, and particularly because of its location in the center of a highly urbanized area, will require signage which can effectively communicate event-related information to users of the development and other businesses and facilities located in and around downtown Los Angeles; and

WHEREAS, Land Co. has and will continue to enter into sponsorship agreements with various commercial enterprises, including most prominently food, beverage and consumer products producers, in order to finance the construction and ongoing operation of the sports and entertainment complex; and

WHEREAS, the practice of selling advertising space is a well established practice at large-scale sports and entertainment venues throughout the country, particularly those venues which host televised events, and has become central to the economic growth and success of those facilities; and

WHEREAS, the sports and entertainment complex is a unique venue and requires a signage program appropriate to the location, size, scale and purpose of the facility; and

WHEREAS, in connection with the acquisition of certain properties which will make up the sports and entertainment complex and its ancillary facilities Land Co. will be removing existing signage including approximately nine (9) off-site signs and approximately forty (40) additional on-site signs and will be replacing these existing signs with fewer signs; and

WHEREAS, the proposed location of the pole sign located adjacent the 110 Freeway is approximately 500 feet from the nearest residentially zoned property, approximately 1,200 feet from the nearest school facility and approximately 1,200 feet from the nearest recreation facility; and

WHEREAS, the proposed location of the pole sign located within the Convention Center site is approximately 500 feet from the nearest residentially zoned property, approximately 1200 feet from the nearest school facility and approximately 1200 feet from the nearest recreation facility; and

WHEREAS, pursuant to the REA, substantial restrictions have been imposed on the ability of Land Co. to advertise and to display advertising; and

WHEREAS, this ordinance will facilitate the City Department of Building and Safety in reviewing and granting permits for signage consistent with the restrictions and rights provided for in the REA; and

WHEREAS, this ordinance is consistent with the restrictions and rights provided for in the REA; and

WHEREAS, the City, the Agency and Land Co. now wish to set forth the signage restrictions and rights applicable to the sports and entertainment complex as part of the Los Angeles Municipal Code;

NOW, THEREFORE:

THE PEOPLE OF THE CITY OF LOS ANGELES

DO ORDAIN AS FOLLOWS:

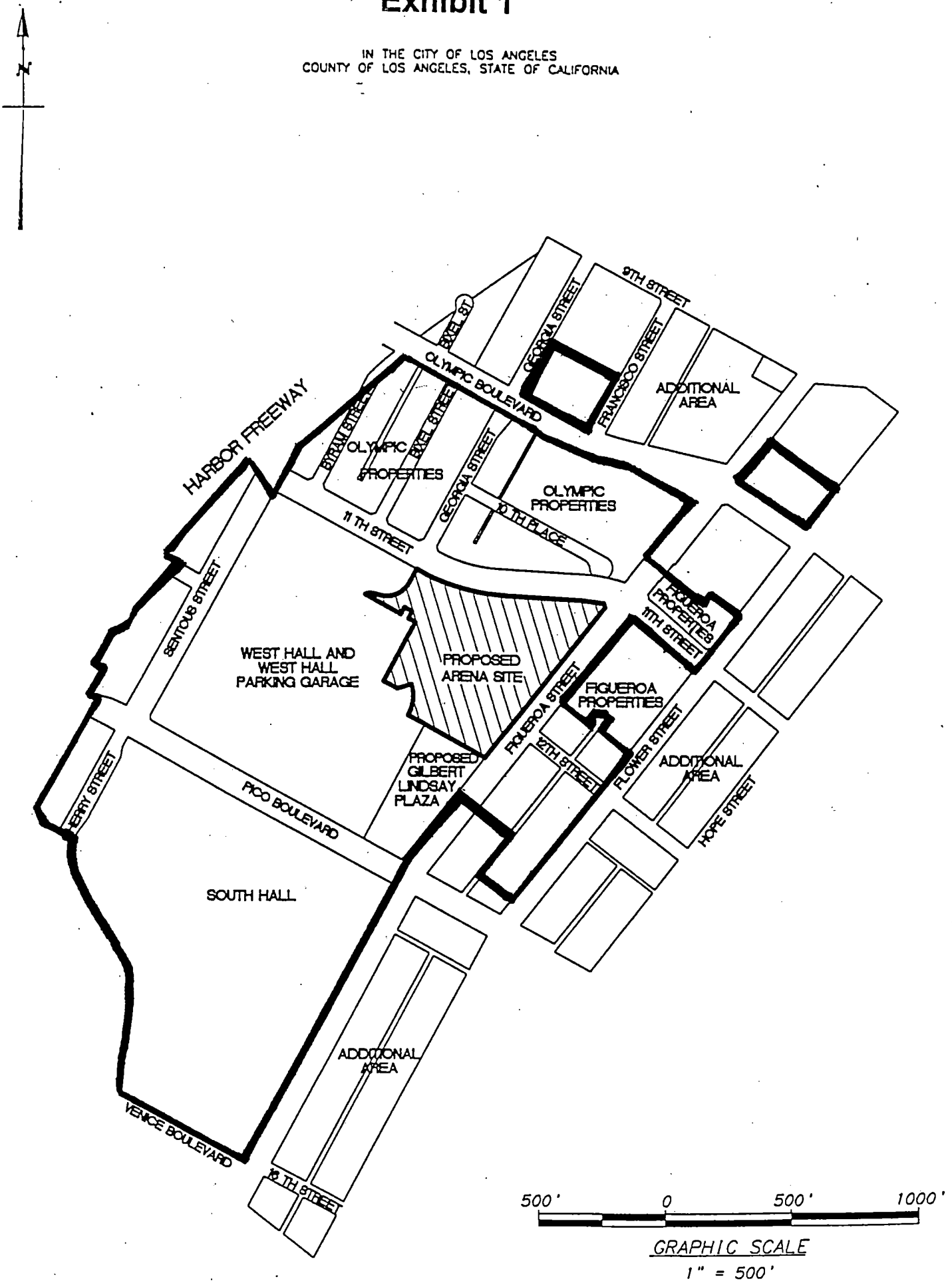
Section 1. Establishment of Arena Project Signage Provisions. The City Council hereby establishes the Arena signage provisions for the Arena and Olympic/Figueroa properties which are located in that portion of the City as depicted on the map, (referenced as Exhibit 1) within the heavy black lines.

SCALE: 1" = 500'

SHEET 1 OF 1 SHEET

Exhibit 1

IN THE CITY OF LOS ANGELES
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



Sec. 2. Relationship to Other Provisions of the Los Angeles Municipal Code.

A. The regulations set forth in this Ordinance are in addition to those set forth in the Los Angeles Municipal Code ("LAMC") and do not convey any rights not otherwise granted under such provisions, except as specifically provided herein.

B. Whenever this Ordinance contains provisions which differ from, or conflict with provisions contained elsewhere in Chapter IX of the LAMC with respect to permitted signs, this Ordinance shall prevail and supersede the other applicable provisions, including, but not limited to, the requirements of Section 91.6201 et seq. of the LAMC. Whenever this Ordinance is silent, the provisions of the LAMC shall apply.

Sec. 3. Permits. All exterior signs and sign support structures shall conform to the requirements of this Ordinance and all applicable provisions of the LAMC. A building permit shall be obtained from the Department of Building and Safety in accordance with the provisions of Section 91.6205 et seq. of the LAMC for any signs and/or sign alterations, other than changes or replacement of copy, that are regulated by this Ordinance or Section 91.6201 et seq. of the LAMC. Notwithstanding the above, no permit application for a sign authorized by this Ordinance shall be referred to the Department of Transportation pursuant to LAMC Sections 91.6205.5 and 91.6205.6.

Sec. 4. Definitions. The following words and phrases, whenever used in this Ordinance, shall be construed as defined in this Section. Words and phrases not defined herein shall be construed as defined in Section 91.6203 of the LAMC.

A. Aerial Sign. A sign of the type shown on Figure 1, bearing only the Arena Name to be located on the surface of the roof of the Arena bowl or mounted on a planar surface parallel to the roof of the Arena bowl.

B. Arena. The sports and entertainment complex located on the Arena Site as identified in Exhibit 1.

C. Arena Name. The name of the Arena, which may include the name and logo (including colors and typestyles) of the Naming Sponsor.

D. Arena Site. The approximately nine acre site located at the southwest corner of Figueroa Street and 11th Street, upon which the Arena is located, and which is identified in Exhibit 1.

E. Building Name Sign. A sign of the type shown on Figure 2, which bears only the Arena name.

F. Convention Center Site. The property on which the Los Angeles Convention Center is located as identified in Exhibit 1.

G. Convention Center/Arena Identifying Sign. A sign which is attached to the exterior wall of the South Hall and which contains language identifying the Los Angeles Convention Center and either (a) the Arena Name, or (b) the Development Name.

H. Development. The Arena in combination with all or a portion of the Olympic/Figueroa Properties.

I. Development Name. The name of the Development, which may include the name and logo (including colors and typestyles) of the Development Sponsor.

J. Development Sponsor. The entity for which the Development is named. For purposes of this ordinance, any reference to Development Sponsor may include the corporate logo (including colors and typestyles) corresponding to such entity.

K. Entrance Sponsor Sign. A sign of the type shown in Figure 2, bearing only the Arena Name which is located at or near an entrance to the Arena.

L. Freestanding Structure. A freestanding structure located at a Major Arena Entrance, designed to accommodate video monitor signs and information signs.

M. Illuminated. Lighting which may be internal or directed from the front or back, or directed from above or below, including any combination of these methods of lighting, except as otherwise permitted herein.

N. Major Entrances. The three entrances to the Arena located at Figueroa Street and 12th Drive, the 11th Street Plaza and 11th Street, as indicated in Exhibit 2.

O. Naming Sponsor. That entity for which the Arena is named. For purposes of this ordinance, any reference to Naming Sponsor may include the corporate logo (including colors and typestyles) corresponding to such entity.

P. Olympic/Figueroa Properties. The areas identified as Olympic Properties and Figueroa Properties in Exhibit 1.

Q. Retail Business Sign. A sign, that is either a wall sign, a projecting sign, or a window sign that displays any message directing attention to a business, product, service, profession, or commodity that is generally conducted, sold, manufactured, produced, offered or occurs on the premises of the Arena, and which is not a type of sign otherwise defined herein.

R. Scrolling Readerboard. A changeable electronic text sign attached to the exterior wall of the Arena, and which displays changeable electronic text which may scroll or alternate along the length of the sign.

S. South Hall. The South Hall of the Los Angeles Convention Center, as identified in Exhibit 1.

T. Trivision. A sign with the capacity to change the content of its visual message by regularly rotating the outward facing sign panels to reveal one of three separate visual messages.

U. Video Board. An electronic sign with the capacity to display full motion video images and written text. The video board may display entertainment and informational content only (which, in each case, may incorporate some form of sponsor identification).

V. Video Monitor Sign. An electronic sign with the capacity to display video images and written text, which may only be used to display entertainment, art and/or informational content.

Sec. 5. Regulations. The following regulations shall apply to the signs erected or maintained on the Arena Site or combined Arena/Los Angeles Convention Center site. Except as set forth below, no other signs shall be permitted on the Arena site, building or structure.

A. Naming Sponsor Signs.

1. Aerial Sign.

a. Number. A maximum of one aerial sign shall be permitted.

b. Location. The aerial sign may either be (i) painted directly on the roof, (ii) mounted or painted on a membrane parallel to the roof, or (iii) be composed of raised letters mounted parallel to the surface of the roof.

c. Area. The aerial sign shall not exceed 10,000 square feet in area.

d. Illumination. The aerial sign will be primarily visible from above the Arena and may be illuminated.

2. Building Name Sign.

a. Number. There shall be a maximum of three building name signs.

b. Location. A building name sign may be located at the following areas of the Arena: (i) the exterior wall of the Arena, (ii) the lower parapet of the Arena and in a manner such that the bottom of the letters may extend up to six (6) feet above that parapet, or (iii) above a

guard rail on the Arena. The method or mode of attachment for such building name sign may either be by way of attachment to the wall, parapet or guardrail or attachment to other Arena structural systems, as permitted by the Department of Building and Safety.

c. Height. The distance from the sidewalk grade or edge of roadway grade nearest a building name sign to the bottom of the sign shall, in the case of a building name sign located on a parapet, columns behind a parapet, or guard rail, not exceed a height of 90 feet for two of the signs and 70 feet for the third sign. Notwithstanding the above, if a building name sign is located on an exterior wall of the Arena, it shall not exceed a height of 120 feet as measured from the sidewalk grade or edge of roadway grade nearest a building name sign to the bottom of the sign, provided, however, in no case may such building name sign extend above the roof of the Arena.

d. Area. Each building name sign shall be composed of individual letters and shall not exceed 14 feet in height and 175 feet in length.

e. Illumination. Each building name sign may be illuminated.

B. Entrance Sponsor Sign.

1. Number. There shall be a maximum of four entrance sponsor signs. No more than one entrance sponsor sign may be located at or near any entrance to the Arena.

2. Location. An entrance sponsor sign may be (a) attached to or supported from the exterior wall of the Arena, or (b) attached to a balcony on the Arena in a manner such that the sign shall hang below or extend above that balcony.

3. Height. The distance from the sidewalk grade or edge of roadway grade nearest an entrance sponsor sign to the bottom of the sign shall not exceed a height of 20 feet or be lower than 10 feet.

4. Area. No entrance sponsor sign may be greater than 6 feet in height and 80 feet in length.

5. Illumination. Each entrance sponsor sign may be illuminated.

C. Signs on Freestanding Structures.

1. Number. There may be a maximum of nine (9) freestanding structures. Each structure may consist of up to four (4) video monitor signs and speakers and up to four (4) information signs mounted on, attached to, or built into the freestanding structures.

2. Location. The freestanding structures which contain video monitor signs and information signs may only be located at or near the Major Entrances to the Arena, and each Major Entrance shall have no more than three (3) freestanding structures on which the video monitor signs and information signs may be located.

3. Height. The height of any freestanding structure, video monitor signs and information signs shall be measured from the highest point of the freestanding structure, video monitor sign or information sign to sidewalk grade or edge of roadway grade nearest the sign or freestanding structure.

a. The height of any video monitor sign or information sign shall not exceed 20 feet in height.

b. The height of any freestanding structure shall not exceed a height of 60 feet.

4. Area.

a. The combined viewing area of all video monitor signs per freestanding structure shall not exceed 36 square feet.

b. The combined area of all information signs per freestanding structure shall not exceed 48 square feet.

5. Usage. The video monitor signs and speakers will only be utilized during the period two (2) hours before, during and two (2) hours after an event at the Arena.

D. Scrolling Readerboard

1. Number. A maximum of one scrolling readerboard shall be permitted.

2. Location. The scrolling readerboard may only extend along the exterior wall of the Arena retail/office structure facing Figueroa Street and/or the corner of Figueroa Street and 11th Street.

3. Height. The distance from the sidewalk grade or edge of roadway grade nearest the scrolling readerboard sign to the bottom of the sign shall not exceed a height of 20 feet.

4. Area. The scrolling readerboard shall not exceed six feet in height and 200 feet in length.

5. Illumination. The scrolling readerboard shall consist of either white or red light bulbs on a black background.

E. Video Board.

1. Number. A maximum of one video board shall be permitted.

2. Location. The video board may only be mounted on the west facing exterior wall of the Arena at or near the intersection of 11th Street and Figueroa Street.

3. Height. The distance from the sidewalk grade or edge of roadway grade nearest the video board to the bottom of the sign shall not exceed a height of 30 feet.

4. Area. The area of the video board shall not exceed 800 square feet.

F. Retail Business Signage

1. Location. Retail business signs may be located on the exterior of the Arena facing Figueroa Street, 11th Street or elsewhere in the retail/office portion of the Arena.

2. Area. The total sign area of retail business signs shall not exceed five square feet for each foot of building frontage devoted to street level retail or office uses (including, but not limited to, retail stores, ticket offices, television broadcast studios, tourist offices and restaurants).

3. Criteria. Retail business signs shall be subject to certain criteria and standards (including, but not limited to, location, sign area, design and content) set forth in a uniform signage plan established by the Arena developers and reasonably approved by the Community Redevelopment Agency ("Agency") and the City.

4. Illumination. Each retail business sign may be illuminated in accordance with the criteria and standards set forth in the uniform signage plan.

G. Information Signs. In addition to the above described signs, information signs, as reasonably approved by the Agency and the City, will be displayed at various locations on the exterior of the Arena.

H. Pole Signs.

1. Number. There may be a maximum of two pole signs erected and maintained in connection with the Arena.

2. Location. One pole sign may be located within the southwestern portion of the Olympic/Figueroa Properties and may be visible from the 110 (Harbor) Freeway. The other pole sign may be located within the Convention Center site and may be visible from the 10 (Santa Monica) Freeway.

3. Area. The maximum permitted sign area per side for each pole sign shall be 3,700 square feet. Each pole sign may have two visible signage faces. Each pole sign may contain the following components on each of the two sign faces:

a. A message board which shall not exceed 1,000 square feet in area per side.

b. One of the following advertising panel components:

(I) Two trivision advertising panels (one above the message board and one below the message board), with each such advertising panel being no more than 700 square feet in area for a total of 1,400 square feet on each side of the pole sign; or

(ii) A maximum of six separate stationary sign panels which may be above, below and/or beside each side of the message board, and which shall not exceed a combined sign area of 1,600 square feet per side.

c. A stationary sign bearing the Arena name, which sign component shall be above the message board and the advertising panel components, and which shall be no greater than 20 feet in height and 55 feet in length.

4. Height. Each pole sign shall not exceed a height of 150 feet as measured from the top of the sign to sidewalk grade or edge of roadway grade nearest to the sign, and not more than 75 feet as measured from the bottom of the sign to sidewalk grade or edge of roadway grade. The aggregate dimensions of the signage areas of each side shall not exceed 75 feet in height and 55 feet in width.

5. Illumination. The pole signs may be illuminated.

6. Usage. The message board shall be limited to displaying informational content, including event announcements. The advertising panel components may be used for sponsor identification, advertising and brand identification.

I. Convention Center/Arena Identifying Sign.

1. Number. One Convention Center/Arena Identifying sign consisting of individually mounted letters shall be permitted.

2. Location. The Convention Center/Arena Identifying sign shall be mounted on the exterior wall of the curved portion of the South Hall facing the intersection of the 10 and the 110 Freeways. The tops of the letters shall not protrude above the top of the South Hall wall.

3. Area. The sign area for the Convention Center/Arena Identifying sign shall not exceed 6,000 square feet.

4. Illumination. The Convention Center/Arena Identifying sign may be illuminated.

J. Parking Area Signs. The parking facilities to be developed in connection with the Arena may contain information signs as allowed pursuant to the Los Angeles Municipal Code.

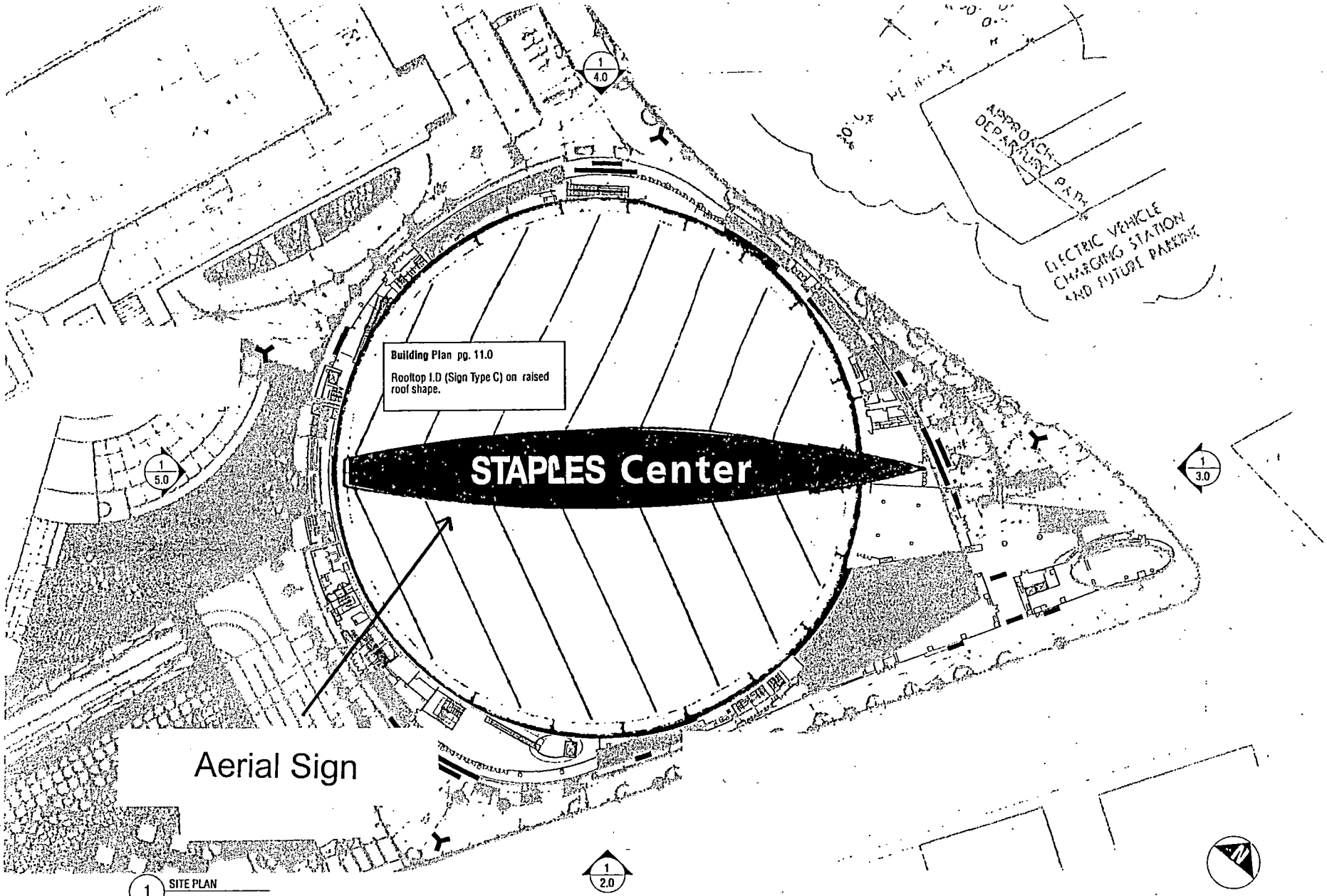
Sec. 6. Interpretation. This Ordinance shall be construed liberally to carry out the purpose of providing signage appropriate to the sports and entertainment uses of the Arena. Whenever any ambiguity or uncertainty exists related to the signs permitted by this Ordinance or the application of this Ordinance so that it is difficult to determine the precise application of these provisions, the General Manager of the Department of Building and Safety shall, upon application by any person and accompanied by the applicable fee, as determined by the General Manager, issue written determinations on the requirements of the Ordinance consistent with the purpose and intent of this Ordinance.

The applicant, or any other aggrieved person, may appeal the determination of the General Manager to the Board of Building and Safety Commissioners pursuant to the provisions of Section 98.0403.1 of the LAMC.

Sec. 7. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions, clauses or applications of this Ordinance which can be implemented without the invalid provision, clause or application, and to this end the provisions and clauses of this Ordinance are declared to be severable.

Sec. 8. Termination. The provisions of this Ordinance shall remain in effect for the duration of the Arena Ground Lease by and between the City of Los Angeles and the L.A. Arena Development Company, or its successors and assigns. In the event of early termination of the Arena Ground Lease, as provided in the Arena Ground Lease, any sign permitted by this Ordinance which is not located on property owned by the City of Los Angeles shall be removed.

58806



COMM.ART
Communication Arts Incorpor
1112 Pearl Street
Boulder, Colorado 80302
303.447.8202

These drawings are for the sole purpose of expressing visual design intent only and are not intended for actual fabrication purposes. Sign contractor accep total responsibility for materials selection, fabrication and installation.

October 20, 1998
DATE

REVISIONS

DRAWN BY

CHECKED BY

Submittals Required

Staples Cente
Design Developm

Exterior Si
Site Plan

Scale: NTS

1.0

Figure 1

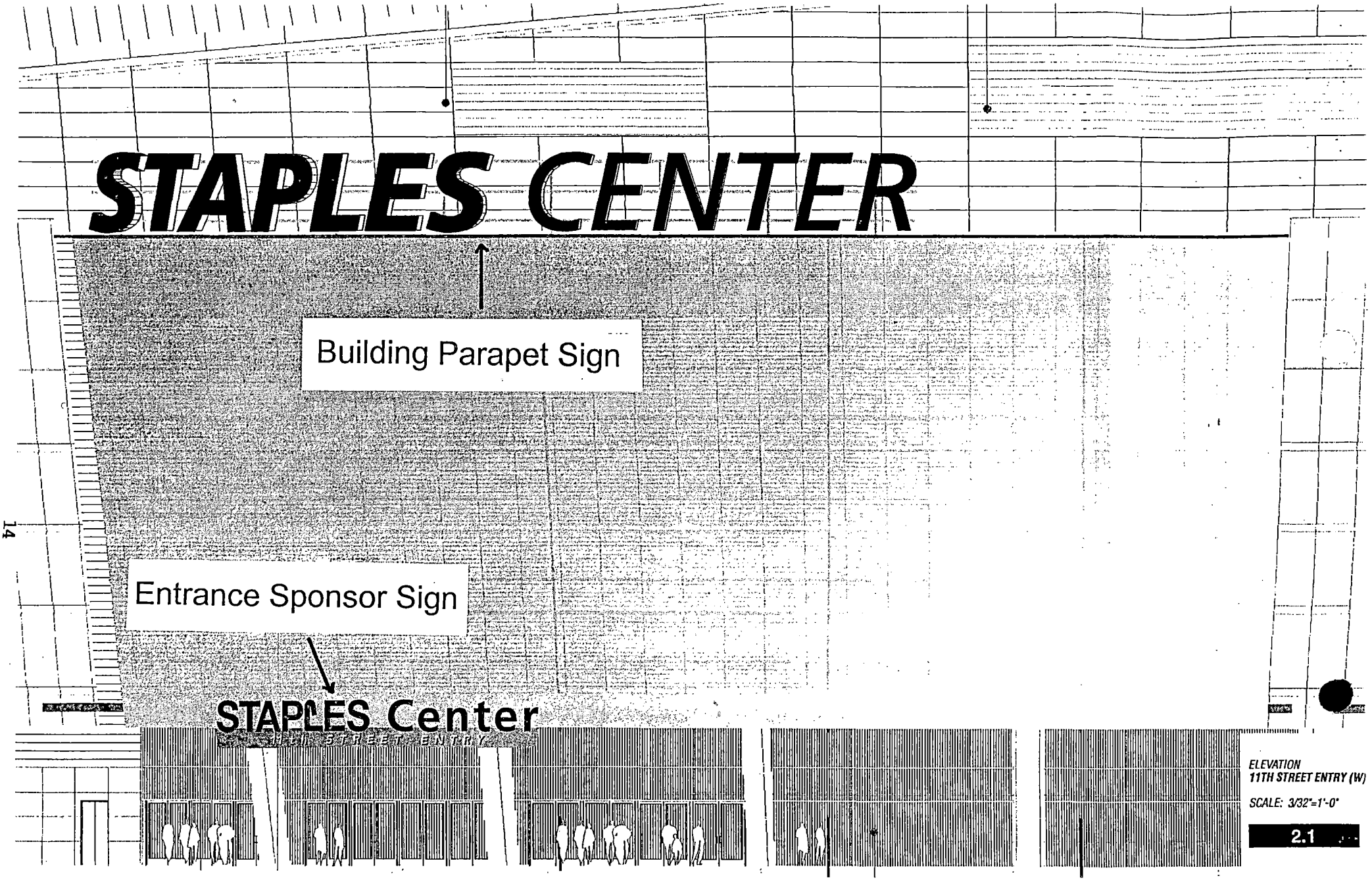

STAPLES CENTER
Building Parapet Sign
Entrance Sponsor Sign
STAPLES Center
11TH STREET ENTRY
ELEVATION
11TH STREET ENTRY (W)
SCALE: 3/32"=1'-0"
2.1

Figure 2

Sec. 9. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was introduced at the meeting of the Council of the City of Los Angeles FEB 10 1999 and was passed at its meeting of FEB 17 1999

J. MICHAEL CAREY, CITY CLERK

BY Conrad Carter
Deputy

Approved FEB 19 1999

ACTING
Mayor

Approved as to Form and Legality

JAMES K. HAHN, City Attorney

By
SHARON SIEDORF CARDENAS
Assistant City Attorney

Pursuant to Sec. 97.8 of the City Charter, **approval** of this ordinance recommended for the City Planning Commission.....

December 14, 1998

See attached report

Director of Planning

File No. 96-1590-S1

(Publish3)

JAMES K. HAHN
CITY ATTORNEY

Office of the City Attorney
Los Angeles, California

CRIMINAL BRANCH
(213) 485-5452
—
CIVIL BRANCH
(213) 485-6370
—
WRITER'S DIRECT DIAL
NUMBER (213) 485-9793
FAX (213) 485-8899

REPORT NO. R99-0034
January 28, 1999

REPORT RE:

DRAFT OF ORDINANCE ESTABLISHING SIGNAGE PROVISIONS
FOR THE LOS ANGELES SPORTS AND ENTERTAINMENT COMPLEX

RECEIVED
CITY CLERK'S OFFICE
99 FEB -5 PM 3:55
CITY CLERK

The Honorable Los Angeles City Council
of the City of Los Angeles
Room 615, City Hall East
200 North Main Street
Los Angeles, California 90012

(Council File No. 96-1590-S1 - not transmitted herewith)

Honorable Members:

Pursuant to the October 21, 1997, action of the City Council, this office transmits, approved as to form and legality, a draft of ordinance pertaining to the above-described subject matter. This draft of ordinance is in substantial conformance with the signage criteria approved by you. Due to engineering concerns, the parapet signs have been redesigned. Staff has reviewed these changes and believe that the ordinance is in conformity with the original signage criteria.

A copy of this ordinance was sent to the Department of Building and Safety, Department of Transportation, Convention Center, Community Redevelopment Agency, and Department of Planning pursuant to Council Rule 38 for their comments. The departments have indicated that they have no objection to the proposed ordinance. This ordinance has been approved by the Director of Planning with a recommendation that it be adopted.

Should the City Council adopt this ordinance, the Council may comply with the provisions of Section 96.5(5) of the Charter by either adopting the December 14, 1998, findings prepared by the Director of Planning or by making its own findings.

Regarding a finding pursuant to the California Environmental Quality Act (CEQA), the Department of Planning advises that the subject ordinance has been granted an exemption under Article III, Section 2, Subsection (m) of the Los Angeles California Environmental Quality Act (CEQA) Guidelines, which states that "the adoption of ordinances that do not result in impacts on the physical environment are exempt from CEQA."

A member of this office will be available when you consider this matter to answer any questions you may have.

Very truly yours,

JAMES K. HAHN, City Attorney

By
SHARON SIEDORF CARDENAS
Assistant City Attorney

SSC\mrc:76479
Transmittal

FEB 10 1999 - ORD OVER ONE WEEK TO FEB. 17, 1999

ORD
ADOPTED
FEB 17 1999
LOS ANGELES CITY COUNCIL
GEN EXEMPT APPROVED

COUNCIL VOTE

17-Feb-99 1:11:55 PM, #6

ITEM NO. (5)
Voting on Item(s): 5 – 9
Roll Call

ALATORRE	Yes
BERNSON	Yes
CHICK	Yes
FEUER	Yes
GALANTER	Yes
GOLDBERG	Yes
HERNANDEZ	Yes
HOLDEN	Absent
MISCIKOWSKI	Yes
RIDLEY-THOMAS	Absent
SVORINICH	Yes
*WACHS	Yes
WALTERS	Yes
FERRARO	Absent
	Absent

Present: 11, Yes: 11 No: 0

ORD
ADOPTED

DATE: FEB 10 1999 COUNCIL ITEM NO. 35

PLEASE PRINT

PERSONS SEATED AT CENTER TABLE TO ANSWER QUESTIONS

AND PROVIDE INFORMATION TO COUNCIL MEMBERS

	NAME	TITLE	ORGANIZATION
1.	Patricia Tubert		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			

FEB 10 1999

CITY OF LOS ANGELES
CALIFORNIA

DEPARTMENT OF
CITY PLANNING
221 N. FIGUEROA STREET
LOS ANGELES, CA 90012-2601

CITY PLANNING
COMMISSION
PETER M. WEIL
PRESIDENT
ROBERT L. SCOTT
VICE-PRESIDENT
MARNA SCHNABEL
NICHOLAS H. STONNINGTON
ANTHONY N.R. ZAMORA
COMMISSION
EXECUTIVE ASSISTANT
(213) 580-5234

RICHARD J. RIORDAN
MAYOR

EXECUTIVE OFFICES
16TH FLOOR
CON HOWE
DIRECTOR
(213) 580-1160
FRANKLIN P. EBERHARD
DEPUTY DIRECTOR
(213) 580-1163
GORDON B. HAMILTON
DEPUTY DIRECTOR
(213) 580-1165
ROBERT H. SUTTON
DEPUTY DIRECTOR
(213) 580-1167
FAX: (213) 580-1176
INFORMATION
(213) 580-1172

CITY ATTORNEY
LAND USE/ENVIRONMENT
RECEIVED
DEC 14 1998

December 14, 1998

City Plan Case Nos. 97-0105(CU)
97-0106(DA)
97-0120(CUB)
97-0241(DDA)
Council File No. 96-1590-S1

The Honorable James K. Hahn
City Attorney
Room 1800, City Hall East
Stop 140

Attention: Claudia McGee Henry
Senior Assistant City Attorney

AN ORDINANCE ESTABLISHING SIGNAGE PROVISIONS FOR THE LOS ANGELES SPORTS AND ENTERTAINMENT COMPLEX.

Dear Mr. Hahn:

The City Attorney has prepared an ordinance to establish signage provisions for the Los Angeles Sports and Entertainment Complex. The attached ordinance is substantially the same as the generalized criteria outlined in the May 16, 1997 Los Angeles Convention Center Arena MOU, it is consistent with the March 27, 1998 Reciprocal Easement Agreement approved by the City of Los Angeles, Community Redevelopment Agency of the City, and L.A. Arena Land Company, Inc., and in conformance with the Board of Referred Powers' approvals of CPC 97-0105(CU), CPC 97-0106(DA), and CPC 97-0120(CUB).

Environmental Impact

The subject ordinance has been granted an exemption under Article III, Section 2, Subsection (m) of the Los Angeles City Guidelines for the California Environmental Quality Act (CEQA), which states that "the adoption of ordinances that do not result in impacts on the physical environment are exempt from CEQA."

Findings

On the basis of the foregoing, I find:

1. In accordance with Charter Section 96.5(5), the subject ordinance is in substantial conformance with the purposes, intent and provisions of the General Plan in that it will enable the proposed project to effectively communicate event and sponsor related information to users of the development and other businesses and facilities, help create a visual environment where growth and development is economically and functionally attracted to the subject site and its uses, help organize growth and change on and around the subject site, visually reinforce viable functions and uses, and help create a modern, efficient and balanced urban environment for pedestrians and vehicles;

2. In accordance with Charter Section 97.2(1)(a), the subject ordinance is directly related to the General Plan, specific plans or other plans being prepared by the Planning Department and will have a beneficial effect on those plans by establishing a coordinated sign program which reduces the potential for sign clutter. Sign clutter, if allowed to proliferate, would be distracting to motorists and constitute a hindrance to traffic and pedestrian safety as well as hamper the visual quality and physical development of proposed project and surrounding area;

3. In accordance with Charter Section 97.2(1)(b), the subject ordinance is in substantial conformance with the public necessity, convenience, general welfare and good zoning practice in that it will ensure comprehensive, coordinated regulation on the type, size, and placement of signs to encourage a desired identity without creating sign clutter; and,

4. In accordance with Article III, Section 2 (m) of the Los Angeles City Guidelines for the California Environmental Quality Act (CEQA), the subject ordinance is exempt from CEQA, as it will not have a negative impact on the physical environment.

Charter Section 97.8

For the foregoing reasons and as provided under the authority of Charter Sections 97.8 and City Plan Case No. 13505-A, I find that my action conforms with all applicable portions of the General Plan and with the action of the Board of Referred Powers, and I, therefore, approve this ordinance (attached) and recommend that it be adopted by the City Council.

Very truly yours,

CON HOWE
Director of Planning

Robert H. Sutton
Deputy Director

c:\files\arena\signoff.wpd

35

AD HOC COMMITTEE ON THE LOS ANGELES ARENA PROPOSAL, SPECIAL MEETING

WEDNESDAY, OCTOBER 14, 1998

ROOM 317, CITY HALL - 3 PM
200 N. MAIN STREET, LOS ANGELES, CA 90012

MEMBERS: COUNCILMEMBER MIKE HERNANDEZ, CHAIR
COUNCILMEMBER JOHN FERRARO
~~COUNCILMEMBER RICHARD ALATORRE~~
~~COUNCILMEMBER RUDY SVORINICH~~
COUNCILMEMBER RITA WALTERS

(Konrad Carter - Legislative Assistant - 213.485.5707)

Note: Assistive listening devices are available at the meeting; upon 24 hour advance notice, other accommodations, such as sign language interpretation, and translation services will be provided. Contact the Legislative Assistant listed above for the needed services. TDD available at (213) 485-4735.

FILE NO.	SUBJECT
	(1)
96-1590-S1	Chief Legislative Analyst and Community Redevelopment Agency to report relative to the Staples Center, discussion with the Staples Center Project Developer, and issues regarding project mitigation, time frames for implementation, CRA purchases, displacement of tenants, and job creation components. Fiscal Impact Statement Submitted: No DISPOSITION Status rpt - no action taken
	(2)
96-1590-S10	Community Redevelopment Agency requests authorization to increase the contract amount for legal services with the law firm of Goldfarb & Lipman by $50,000. Fiscal Impact Statement Submitted: No DISPOSITION _____

ap1014sp.agd

96-1590-S1

REPORT TO AGENCY COMMISSIONERS

ON

THE STATUS OF AGENCY MITIGATION MONITORING PURSUANT TO THE ENVIRONMENTAL IMPACT REPORT FOR THE LOS ANGELES SPORTS AND ENTERTAINMENT COMPLEX (ARENA PROJECT)

OCTOBER 1, 1998

PURPOSE

The purpose of this report is to summarize the status of Agency monitoring of the various mitigation measures set forth in the Environmental Impact Report (EIR) for the Los Angeles Sports and Entertainment Complex (Arena Project), subsequently renamed Staples Center after approval of the EIR.

REPORT

In a Settlement Agreement, executed on December 4, 1997, by and among the L.A. Arena Development Company and the L.A. Arena Company, the Community Redevelopment Agency and the City of Los Angeles, and the Coalition for Community Rights and Terry duSoleil, the Parties agreed that for two years following the Arena Opening Date the Agency staff will present semi-annual reports at Agency Commission meetings summarizing the status of its monitoring of the mitigation measures set forth in the EIR. The Agreement further stipulated that the mitigation compliance status reports shall be available for public review in advance of the applicable Agency meeting and that a discussion of the reports shall be an agenda item. Pursuant to the Agreement the Agency mailed to the Petitioners, Coalition for Community Rights and Terry duSoleil, advance copies of the status report.

The attached report, Staples Center Mitigation Measure Compliance Checklist, comprehensively summarizes the status of compliance with the mitigation measures stipulated in the EIR as well as those added by the Planning Commission and City Council. A Master Covenant and Agreement, accompanying the Compliance Checklist for reference, was recorded on March 27, 1998. The Master Covenant and Agreement obligates the City of Los Angeles and its tenant, the L.A. Arena Development Company, LLC, to comply with the City Council adopted Conditions of Approval, by implementing and incorporating the required mitigation measures into the Project.

The Compliance Checklist indicates that the Developer, pursuant to the Master Covenant and Agreement, has completed, or is in the process of implementing, mitigation measures scheduled to be monitored in the pre-construction and construction phases of the Project. Among these are the following:

1. Various land use mitigation measures including obtaining City Council approval of required Conditional Use Permits,

relocating 12th Drive and redesigning/reconstructing Gilbert Lindsay Plaza at the Convention Center;

2. Various aesthetic and design mitigation measures including the provision of pedestrian access between the Arena and the Convention Center, pedestrian oriented design requirements for the Figueroa and 11th Street frontages of the Arena building, incorporation of the sidewalk edgeband and special Convention Center street lighting fixtures along Figueroa and 11th Streets adjacent to the Arena building, and the incorporation of shade and shadow considerations;

3. Population, housing and employment mitigation measures including preparation and approval of a Relocation Plan and a Replacement Housing Plan, provision of relocation assistance, and development of a community and business participation program incorporating small business development and employment outreach and training;

4. Air quality mitigation measures addressing construction-related impacts, and selection of architectural materials and coatings with low Volatile Organic Compound (VOC) emission characteristics;

5. Transportation/circulation measures such as completion and approval of the Construction Management Plan, issuance of a General Improvement Performance Bond covering intersection, street, and other traffic circulation improvements, and incorporation of pedestrian safety measures during construction;

6. Mitigation measures related to hazardous materials involving completion and approval of the Phase II Environmental Report for the Arena site;

7. Noise mitigation measures addressing construction-related impacts including the use of temporary noise barriers, and the identification of truck and haul routes;

8. Emergency services measures including compliance with building and site design fire protection requirements, inclusion of security features in building and site design, approval of plot plans for crime prevention purposes, and provision of space for an LAPD substation; and

9. Three City Council conditions consisting of the preparation of a Preliminary Parking and Transportation Plan, preparation and submittal of a study of wind effects at the Convention Center, and issuance of a General Improvement Performance Bond for the extension of Cherry Street from 11th Street to Olympic Boulevard.

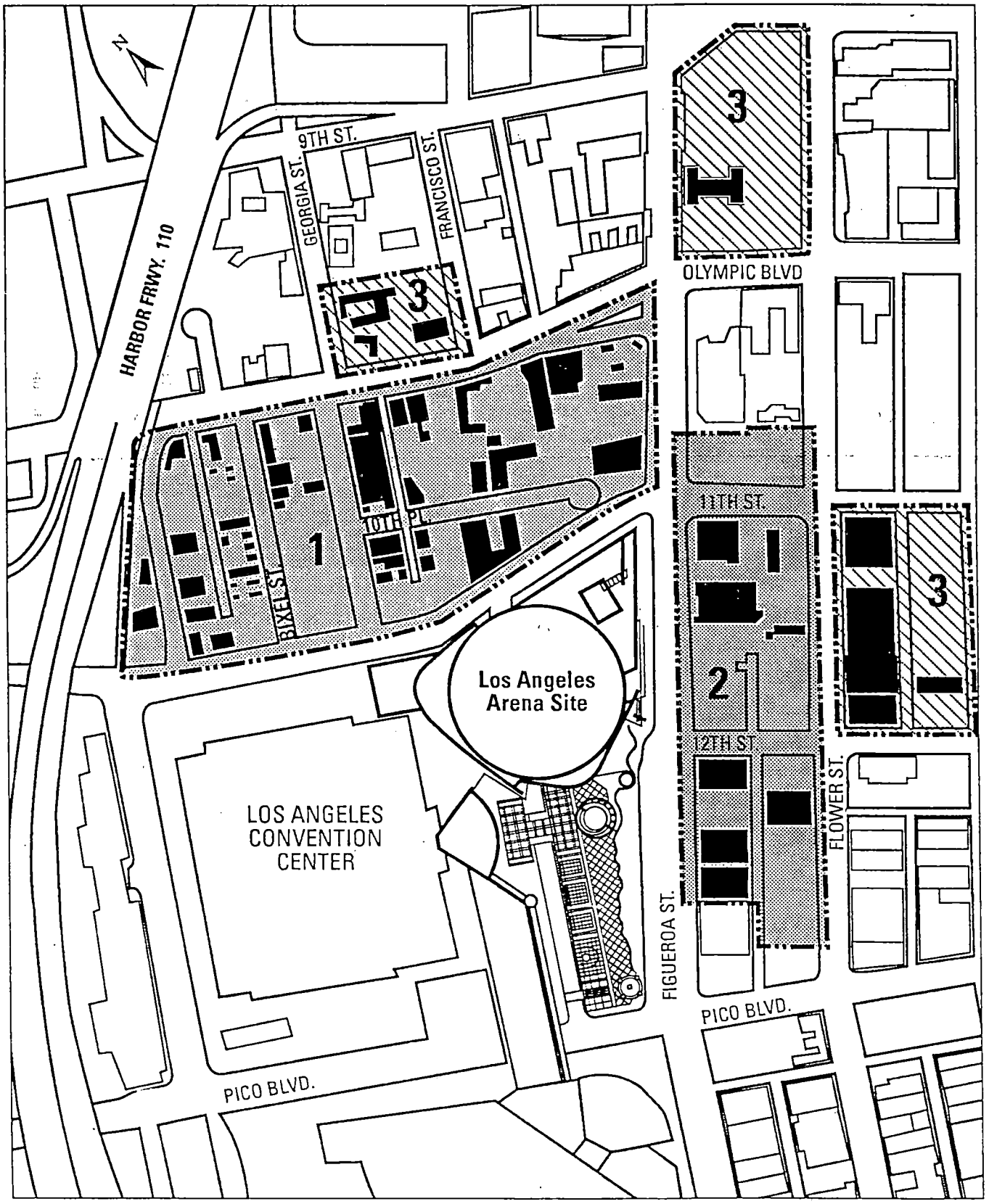
It should be noted that specific aesthetic and design mitigation measures pertaining to the development of surface parking, signage for the Project and the relocation of a public art piece, are not yet completed and will be subject to separate review due to the phased scheduling of the Project. Additionally, a Parking and Circulation Management Plan and a Security Plan are currently being prepared and will be completed for review and approval prior to the completion of construction of the Project and issuance of a Certificate of Occupancy.

John E. Molloy, Administrator

Attachments

Los Angeles Arena Project

CRA/LA



Area affected by Proposed Arena Project

1. Olympic Properties
2. Figueroa Properties
3. Replacement Areas

STAPLES CENTER

Mitigation Measures Compliance Checklist - Primary Arena Building Permit

DOCUMENT REFERENCE	ITEM DESCRIPTION	MONITORING AGENCY	MONITORING PHASE	COMMENTS
1.	Administrative.	Building & Safety	Pre-Construction Occupancy	Master Covenant and Agreement recorded March 27, 1998. Planning Department approval stamp on Sheet A100 (Condition No. 1.F).
2.	Conditions on Use. Authorized Development.	Building & Safety	Pre-Construction Occupancy	Master Covenant and Agreement recorded March 27, 1998. Planning Department approval stamp on Sheet A100.
3.	Conditions on Design and Construction.	Building & Safety	Pre-Construction Occupancy	Master Covenant and Agreement recorded March 27, 1998. Planning Department approval stamp on Sheets A301, A321 (Condition No. 3.B.).
4.A	Conditions on Operation. General.	Building & Safety	Pre-Construction Occupancy	Master Covenant and Agreement recorded March 27, 1998. Planning Department approval stamp on Sheet A301 (Condition No. 4.A.(3)).
4.B	Conditions on Operation. Sale of Alcoholic Beverages.	LAPD/ABC	Pre-Construction Occupancy	Master Covenant and Agreement recorded March 27, 1998. Clearance required for T.I. permits for individual establishments.
Environmental Conditions				
5. 5.A.(1)	Obtain CUPs and variances, ensure compliance with conditions.	Planning	Pre-Construction	Completed. Conditional Use Permits approved by City Council on October 21, 1997.
6. 5.A.(2)	Measures related to construction-related air quality and noise impacts (Conditions 5.E, Air Quality, and 5.H, Noise,).	Building & Safety	Pre-Construction Construction	Master Covenant and Agreement recorded March 27, 1998.
7. 5.A.(3)	Measures related to operation-related traffic (Condition 5.F.(11), (11a), (11b), and (12)).	DOT	Occupancy	Master Covenant and Agreement recorded March 27, 1998.

DOCUMENT REFERENCE	ITEM DESCRIPTION	MONITORING AGENCY	MONITORING PHASE	COMMENTS
8. 5.A.(4)	Relocation of 12th Drive, arena design issues.	CRA	Pre-Construction	Master Covenant and Agreement recorded March 27, 1998. April 1, 1998 letter from Chris Simons concurring in restoration of Gilbert Lindsay Plaza, bus plaza and related areas, and the south side of the West Lobby plaza.
9. 5.A.(5)	Help locate alternate space to replace the 100,000 sf provided by North Hall.	CRA LACC	Occupancy	Master Covenant and Agreement recorded March 27, 1998.
10. 5.B.(1)	Maintenance of temporary construction barriers/walkways.	CRA	Construction	Master Covenant and Agreement recorded March 27, 1998. Maintenance of temporary construction barriers/walkways provided for in approved Construction Management Plan (See No. 30).
11. 5.B.(2-5)	Design guidelines.	CRA	Pre-Construction	Master Covenant and Agreement recorded March 27, 1998. CRA letter dated July 23, 1998 clears 5.B.(2)a-f and j-m, 5.B.(4)c-f, and 5.B.(5). Clearance of 5.B.(2)g-i, n-o, 5.B.(3), and 5.B.(4) a,b,g, & h required prior to parking lot permits or Certificate of Occupancy.
12. 5.C.(1)	Relocation assistance.	CRA	Pre-Construction Construction	Master Covenant and Agreement recorded March 27, 1998. CRA letter dated July 23, 1998, indicating compliance (See No. 11).
13. 5.C.(2-3)	Relocation Plan and Replacement Housing Plan.	CRA	Pre-Construction	Relocation Plan approved by CRA on June 19, 1997; Replacement Housing Plan approved by Resolution No. 5813, adopted by CRA on June 19, 1997. CRA letter dated July 23, 1998, indicating compliance (See No. 11).
14. 5.C.(4)	Community and business participation program.	CRA	Pre-Construction Construction	Master Covenant and Agreement recorded March 27, 1998. CRA letter dated July 23, 1998, indicating compliance (See No. 11).
15. 5.D.(1)	Relocated storm drains operational prior to discontinuation of existing drains.	Engineering	Construction	Storm drain relocation completed April 24, 1998. Memorandum from Bureau of Engineering dated August 5, 1998, indicating compliance.
16. 5.D.(2-3)	Master drainage plan.	Building & Safety	Pre-Construction	A.C. Martin letter dated June 30, 1998, acknowledged by Engineering on July 16, 1998. Memorandum from Bureau of Engineering dated August 5, 1998, indicating compliance (See No. 15).

DOCUMENT REFERENCE	ITEM DESCRIPTION	MONITORING AGENCY	MONITORING PHASE	COMMENTS
17. 5.D.(4)	Notice of Intent - NPDES compliance.	RWQCB	Pre-Construction	Letter dated October 17, 1997, from the Regional Water Quality Control Board acknowledging receipt of Notice of intent.
18. 5.D.(5)	National Pollutant Discharge Elimination System (NPDES) permit.	RWQCB	Pre-Construction	Letter from PCL (Staples Center contractor) dated August 7, 1998 certifying compliance with NPDES permit.
19. 5.D.(6)	Site inspections for compliance with control practices (i.e., Best Management Practices).	RWQCB	Construction	Master Covenant and Agreement recorded March 27, 1998. Site inspections for compliance with control practices (i.e., Best Management Practices) provided for in approved Construction Management Plan (See No. 30).
20. 5.E.(1)	AQMD permits for construction, if required.	Building & Safety	Pre-Construction	Permits not required under Rule 403.
21. 5.E.(2-6)	Construction air-quality control measures.	Building & Safety	Construction	Construction air-quality control measures provided for in approved Construction Management Plan (See No. 30).
22. 5.E.(7)	Construction relations officer.	Building & Safety	Construction	Construction relations officer provided for in approved Construction Management Plan (See No. 30).
23. 5.E.(8-15)	Construction air-quality control measures.	Building & Safety	Pre-Construction Construction	Construction air-quality control measures provided for in approved Construction Management Plan (See No. 30).
24. 5.E.(16)	Public education to visitors/ employees on reduction of vehicle trips.	DOT	Occupancy	Master Covenant and Agreement recorded March 27, 1998.
25. 5.E.(17)	Compliance with SCAQMD Rule 2202.	DOT	Occupancy	Master Covenant and Agreement recorded March 27, 1998.
26. 5.E.(18)	Off-peak deliveries.	DOT	Occupancy	Master Covenant and Agreement recorded March 27, 1998.
27. 5.E.(19)	Coordination with DOT to provide information on transit.	DOT	Occupancy	Master Covenant and Agreement recorded March 27, 1998.
28. 5.E.(20)	Low-VOC architectural coatings shall be used.	Building & Safety	Construction Occupancy	Master Covenant and Agreement recorded March 27, 1998. Planning Department approval stamp on Sheet A301.
29. 5.E.(21)	One electric vehicle charging station with two chargers.	Building & Safety	Construction	Master Covenant and Agreement recorded March 27, 1998. Planning Department approval stamp on Sheet A100.

DOCUMENT REFERENCE	ITEM DESCRIPTION	MONITORING AGENCY	MONITORING PHASE	COMMENTS
30. 5.F.(1)	Construction Management Plan.	CRA, LACC, DOT	Pre-Construction Construction	Construction Management Plan approved March 26, 1998.
31. 5.F.(2-7)	Intersection improvements.	DOT	Pre-Construction Construction	General Improvement Performance Bond No. 119800 issued May 5, 1998, by Bureau of Engineering; Memorandum from LADOT dated August 14, 1998, indicating compliance.
32. 5.F.(8)	ATSAC equipment.	DOT	Pre-Construction Construction	General Improvement Performance Bond No. 119800 issued May 5, 1998, by Bureau of Engineering; Memorandum from LADOT dated August 14, 1998, indicating compliance (See No. 31)
33. 5.F.(9-10b)	Street improvements, including dedication and widening.	DOT	Pre-Construction Construction	General Improvement Performance Bond No. 119800 issued May 5, 1998, by Bureau of Engineering; Memorandum from LADOT dated August 14, 1998, indicating compliance (See No. 31).
34. 5.F.(11-12)	Parking and Circulation Management Plan.	CRA, LACC, DOT	Pre-Construction Construction Occupancy	Master Covenant and Agreement recorded March 27, 1998. Clearance required prior to Certificate of Occupancy.
35. 5.F.(13-19)	Transportation/circulation improvements.	DOT	Pre-Construction Construction	General Improvement Performance Bond No. 119800 issued May 5, 1998, by Bureau of Engineering; Memorandum from LADOT dated August 14, 1998, indicating compliance (See No. 31).
36. 5.F.(20)	MTA/DASH bus stops.	DOT	Pre-Construction Construction	Master Covenant and Agreement recorded March 27, 1998. Clearance required prior to Certificate of Occupancy.
37. 5.F.(21-22)	Construction Management Plan.	CRA, LACC, DOT	Pre-Construction	Construction Management Plan approved March 26, 1998.
38. 5.F.(23-24)	Parking and Circulation Management Plan.	CRA, LACC, DOT	Pre-Construction	Master Covenant and Agreement recorded March 27, 1998. Clearance required prior to Certificate of Occupancy.
39. 5.F.(25)	Directional guide signs for traffic.	DOT, Caltrans	Construction	General Improvement Performance Bond No. 119800 issued May 5, 1998, by Bureau of Engineering; Memorandum from LADOT dated August 14, 1998, indicating compliance (See No. 31).

DOCUMENT REFERENCE	ITEM DESCRIPTION	MONITORING AGENCY	MONITORING PHASE	COMMENTS
40. 5.F.(26)	Clarification to Convention Center's parking variances.	Planning	Pre-Construction	Determination issued by Chief Zoning Administrator on July 10, 1998, clarifying the parking requirements for the Los Angeles Convention Center in light of the elimination of the North Hall and it's associated parking (Case No. ZA 98-0524(ZAI)).
41. 5.F.(27)	Limitations on parking and staging of construction vehicles.	DOT	Pre-Construction Construction	Limitations on parking and staging of construction vehicles in approved Construction Management Plan (See No. 30).
42. 5.F.(28)	Parking areas procedures for parking operations.	CRA, LACC, DOT	Construction Occupancy	Master Covenant and Agreement recorded March 27, 1998. Clearance required prior to Certificate of Occupancy.
43. 5.F.(29)	Maintenance of sidewalks adjacent to Los Angelitos Children's Center during construction.	Building & Safety	Pre-Construction Construction	Maintenance of sidewalks adjacent to Los Angelitos Children's Center during construction required by approved Construction Management Plan (See No. 30).
44. 5.F.(30-34)	Pedestrian/LAUSD student safety measures during construction.	Building & Safety	Pre-Construction Construction	Pedestrian/LAUSD student safety measures during construction provided for in approved Construction Management Plan (See No. 30).
45. 5.F.(35)	Sidewalk improvements.	DOT	Construction	General Improvement Performance Bond No. 119800 issued May 5, 1998, by Bureau of Engineering; Memorandum from LADOT dated August 14, 1998, indicating compliance (See No. 31). Clearance required prior to Certificate of Occupancy.
46. 5.F.(36-37)	Parking and Circulation Management Plan.	DOT	Pre-Construction Occupancy	Master Covenant and Agreement recorded March 27, 1998. Clearance required prior to Certificate of Occupancy.
47. 5.F.(38)	Parking lot design features.	Building & Safety	Pre-Construction Construction (parking lots)	Master Covenant and Agreement recorded March 27, 1998. Clearance required prior to building permit for parking lots.
48. 5.F.(39)	Guide signs from Pico Blue Line Metro station.	DOT	Construction	General Improvement Performance Bond No. 119800 issued May 5, 1998, by Bureau of Engineering; Memorandum from LADOT dated August 14, 1998, indicating compliance (See No. 31).

DOCUMENT REFERENCE	ITEM DESCRIPTION	MONITORING AGENCY	MONITORING PHASE	COMMENTS
49. 5.F.(40-41)	Crosswalk improvements/bus drop-off.	DOT	Pre-Construction Construction	General Improvement Performance Bond No. 119800 issued May 5, 1998, by Bureau of Engineering; Memorandum from LADOT dated August 14, 1998, indicating compliance (See No. 31). Planning Department approval stamp for Condition No. 5.F.(41) on Sheet A100.
50. 5.F.(42)	Parking and Circulation Management Plan	DOT	Pre-Construction Construction	Master Covenant and Agreement recorded March 27, 1998. Clearance required prior to Certificate of Occupancy.
51. 5.G.(1)	Additional environmental assessment prior to grading.	RWQCB, DTSC	Pre-Construction	Completed. Grading permit issued. Planning Department approval stamp on Phase II report.
52. 5.G.(2)	Removal of any ACMs in accordance with SCAQMD Rule 1403.	Building & Safety	Pre-Construction	Required prior to demolition of structures on Olympic/Figueroa Properties.
53. 5.G.(3)	Lead-based paint assessments for existing structures conducted prior to demolition.	Building & Safety	Pre-Construction	Master Covenant and Agreement recorded March 27, 1998.
54. 5.H.(1)	Construction hours.	Building & Safety	Construction	Police Commission approval March 24, 1998, to permit extended hours of construction.
55. 5.H.(2)	LAUSD notification of construction schedule.	CRA	Pre-Construction	Master Covenant and Agreement recorded March 27, 1998. In approved Construction Management Plan (See No. 30).
56. 5.H.(3-9)	Construction noise limitations.	Building & Safety	Pre-Construction Construction	Construction noise limitations provided for in approved Construction Management Plan (See No. 30). Police Commission approval for extended hours issued March 24, 1998 (See No. 54).
57. 5.H.(10)	Towing of vehicles with activated car alarms.	Police, DOT	Occupancy	Master Covenant and Agreement recorded March 27, 1998.
58. 5.H.(11)	Design of parking lot access on Olympic and Figueroa Properties.	DOT	Pre-Construction	Master Covenant and Agreement recorded March 27, 1998. Clearance required prior to Building Permits for Parking Lots.
59. 5.H.(12)	Parking and Circulation Management Plan.	CRA, LACC, DOT	Pre-Construction	Master Covenant and Agreement recorded March 27, 1998. Clearance required prior to Certificate of Occupancy.

DOCUMENT REFERENCE	ITEM DESCRIPTION	MONITORING AGENCY	MONITORING PHASE	COMMENTS
60. 5.H.(13)	Sound wall along the south edge of the southerly extension of the Figueroa Properties surface parking area.	Building & Safety	Pre-Construction Construction	Master Covenant and Agreement recorded March 27, 1998. Clearance required prior to Certificate of Occupancy.
61. 5.I.(1-14)	Compliance with fire protection requirements.	LAFD	Pre-Construction	Master Covenant and Agreement recorded March 27, 1998. Memorandum from Los Angeles Fire Department dated August 5, 1998 clearing Conditions 5.I.(1-13). Plot plan approved by Inspector Ainsworth on September 17, 1997 (Condition 5.I.(14)
62. 5.I.(15-16)	Emergency Medical Response/Procedure Plans.	LAFD, DOT	Pre-Construction Occupancy	Master Covenant and Agreement recorded March 27, 1998. Clearance required prior to Certificate of Occupancy.
63. 5.I.(17)	Parking and Circulation Management Plan.	LAFD, DOT	Pre-Construction	Master Covenant and Agreement recorded March 27, 1998. Clearance required prior to Certificate of Occupancy.
64. 5.I.(18)	Submit plot plans to LAPD's Crime Prevention Section.	LAPD	Pre-Construction	Master Covenant and Agreement recorded March 27, 1998. Plot plan approved by Los Angeles Police Department (Dalton - July 17, 1998, Pappa - July 16, 1998).
65. 5.I.(19)	File building plans with the LAPD Central Area Commanding Officer.	LAPD	Pre-Construction	Master Covenant and Agreement recorded March 27, 1998.
66. 5.I.(20-24)	Security features.	LAPD	Pre-Construction	Master Covenant and Agreement recorded March 27, 1998. (20) in Construction Management Plan; (21) note on plans; (22) landscaping plan; (23) Master Covenant and Agreement; (24) Master Covenant and Agreement.
67. 5.I.(25-26)	Security Plan.	LAPD, DOT	Pre-Construction	Master Covenant and Agreement recorded March 27, 1998. Clearance required prior to Certificate of Occupancy.
68. 5.I.(27)	Parking and Circulation Management Plan.	LAPD, DOT	Pre-Construction Construction Occupancy	Master Covenant and Agreement recorded March 27, 1998. Clearance required prior to Certificate of Occupancy.
69. 5.I.(28)	Provide space for LAPD substation.	LAPD	Pre-Construction Construction Occupancy	Master Covenant and Agreement recorded March 27, 1998. Planning Department approval stamp on Sheet A202.

DOCUMENT REFERENCE	ITEM DESCRIPTION	MONITORING AGENCY	MONITORING PHASE	COMMENTS
70. 5.J.(1)	Consultation with DWP on water conservation measures.	DWP	Pre-Construction Construction	Master Covenant and Agreement recorded March 27, 1998.
71. 5.J.(2)	Control of landscaping irrigation.	Building & Safety	Occupancy	Master Covenant and Agreement recorded March 27, 1998.
72. 5.J.(3)	DWP conduct flow test for fire flow requirements, and necessary improvements identified by DWP.	DWP	Pre-Construction	Fire Flow Service Advisory Request approved December 5, 1997 by Milad Taghavi (DWP).
73. 5.J.(4-5)	Sewer connection requirements.	Engineering	Pre-Construction Construction	Master Covenant and Agreement recorded March 27, 1998. Memorandum from Bureau of Engineering dated August 5, 1998, indicating compliance (See No. 15).
74. 5.J.(6)	Compliance with water conservation requirements.	Building & Safety, DWP	Pre-Construction Construction Occupancy	Master Covenant and Agreement recorded March 27, 1998.
75. 5.J.(7)	Apply for and comply with all necessary permits, including Industrial Wastewater Discharge Permits, if required.	Sanitation	Pre-Construction	Master Covenant and Agreement recorded March 27, 1998.
76. 5.J.(8)	Recycling and Resource Recovery Plan.	Public Works, Integrated Solid Waste Management Division, Building & Safety	Pre-Construction Construction Occupancy	Master Covenant and Agreement recorded March 27, 1998. Letter dated July 17, 1998 from Integrated Solid Waste Management Division accepting the plan. The letter also recommends coordination on monitoring the plan, offers technical assistance on the project, suggests operational measures, and recommends promoting public awareness of the Staples Center's recycling efforts.
77. 5.J.(9)	Trash compaction facilities.	Building & Safety	Pre-Construction Construction Occupancy	Master Covenant and Agreement recorded March 27, 1998. Planning Department approval stamp on Sheet A201.
78. 5.J.(10)	Yard waste management techniques.	Building & Safety	Occupancy	Master Covenant and Agreement recorded March 27, 1998. Approved by Kirin Patel July 29, 1998.
79. 5.K.(1-2)	Compliance with seismic safety requirements.	Building & Safety	Pre-Construction	Geotechnical evaluation completed.

DOCUMENT REFERENCE	ITEM DESCRIPTION	MONITORING AGENCY	MONITORING PHASE	COMMENTS
80. 5.K.(3-4)	Emergency Response and Evacuation Plan.	LAFD	Pre-Construction Construction Occupancy	Master Covenant and Agreement recorded March 27, 1998. Clearance required prior to Certificate of Occupancy.
81. 5.L.(1-6)	Historic Structures Report prior to demolition or relocation of 5S1 structures.	CRA	Pre-Construction	Master Covenant and Agreement recorded March 27, 1998. Historic Structures Report prior to demolition or relocation of 5S1 structures required by approved Construction Management Plan (See No. 30). Clearance required prior to demolition or relocation of 5S1 structures.
82. 10/21/97 City Council Condition (1)	Preliminary Parking and Transportation Plan prior to Council approval.	DOT	Pre-Construction	Completed. Council approval October 21, 1997. Memorandum from LADOT dated August 14, 1998, indicating compliance (See No. 31).
83. 10/21/97 City Council Condition (2)	Wind study.	CRA	Pre-Construction	Completed. RWDI report dated November 14, 1997 submitted to CRA staff.
84. 10/21/97 City Council Condition (3)	Cherry Street extension within Olympic Properties, with the approval of DOT.	DOT	Pre-Construction	General Improvement Performance Bond No. 119800 issued May 5, 1998, by Bureau of Engineering; Memorandum from LADOT dated August 14, 1998, indicating compliance (See No. 31).

98 501501 MAR 1 1998

Recording requested by and mail to:

Name: Office of the City Attorney
Address: 1800 City Hall East
200 North Main Street
Los Angeles, California 90012
Attention: Patricia V. Tubert, Esq.

COPY of Document Recorded

Has not been compared with original
Original will be returned when
processing has been completed.
LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

********** Space Above This Line For Recorder's Use **********

MASTER COVENANT AND AGREEMENT

The undersigned hereby certifies I am (we are) the owners of the hereinafter legally described real property located in the City of Los Angeles, County of Los Angeles, State of California (please give the legal description):

LEGAL DESCRIPTION ATTACHED;

Site Address 1111 South Figueroa Street

That in consideration of the approval of Case No. CPC 97-0105(CU), CPC 97-0120(CUB), CPC 97-0185(CU) by the City Planning Department, I (we) do hereby promise, covenant and agree to and with the City of Los Angeles and the City Planning Department of said City that to the extent of our interest, I (we):

(See attached conditions of approval pages 1-49)

This covenant and agreement shall run with the land and shall be binding upon any future owners, encumbrancers, their successors, heirs or assigns and shall continue in effect until the City Planning Department of the City of Los Angeles approves its termination.

City of Los Angeles
(Print Name of Property Owner)

(Signature of Property Owner)

(Print Name of Property Owner)

(Signature of Property Owner)

Dated this 26th day of March 1998.

********** Space Below This Line For Notary's Use **********

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

On _____ before me, _____ (name and title of officer), personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public Signature

****

Case No. As noted above

Condition No(s). 1.C (Covenant)

Approved for recording by _____
(Department of City Planning)

Date: 8/24/98

APPROVED AS TO FORM:
JAMES K. HAHN, City Attorney

By: Patricia V. Tubert
Patricia V. Tubert
Senior Assistant City Attorney

Date: March 26, 1998

ATTEST:
Michael Carey, City Clerk

By: Patricia Healy
Deputy

Date: 3-26-98

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On March 26, 1998, before me, Diana Green, Notary Public
(Name And Title Of Officer),

personally appeared John Ferraro,

☒ personally known to me
-or-
☐ ~~proved to me on the basis of satisfactory evidence~~ to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she/~~they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

DIANA GREEN
Commission # 1137101
Notary Public — California
Los Angeles County
My Comm. Expires May 9, 2001

WITNESS my hand and official seal.

Diana Green
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

Master Covenant and Agreement
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

LEGAL DESCRIPTION
OF
ARENA SITE

The land referred to herein is situated in the County of Los Angeles, State of California, and is described as follows:

PARCEL 1: NORTH HALL

THOSE PORTIONS OF LOTS 1, 2 AND 3 AND TRENTON STREET NORTH, 82 FEET AND 97 FEET WIDE, NOW VACATED BY (COUNCIL FILE NO. 82-1136 OF THE CITY OF LOS ANGELES) RESOLUTION NO. 90-01558 OF THE CITY OF LOS ANGELES, ON FILE IN THE OFFICE OF THE CITY CLERK OF SAID CITY, AND RECORDED AUGUST 16, 1990 AS INSTRUMENT NO. 90-1426183, OFFICIAL RECORDS, AS SHOWN ON TRACT NO. 28165, IN THE CITY OF LOS ANGELES, AS PER MAP RECORDED IN BOOK 814 PAGES 66 TO 69 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF LOT 1, DISTANT THEREON SOUTH 61 DEGREES 51 MINUTES 21 SECONDS EAST 652.41 FEET FROM THE NORTHWESTERLY TERMINUS OF SAID LINE SHOWN AS SOUTH 61 DEGREES 51 MINUTES 43 SECONDS EAST 666.02 FEET ON SAID TRACT NO. 28165 THEREOF; THENCE SOUTH 28 DEGREES 08 MINUTES 39 SECONDS WEST 44.47 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 105.00 FEET; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY 138.02 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 75 DEGREES 18 MINUTES 41 SECONDS; THENCE NORTH 76 DEGREES 32 MINUTES 40 SECONDS WEST 33.23 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 43.00 FEET; THENCE WESTERLY 29.66 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39 DEGREES 31 MINUTES 13 SECONDS; THENCE ON A NON-TANGENT LINE SOUTH 61 DEGREES 32 MINUTES 47 SECONDS EAST 162.17 FEET; THENCE NORTH 28 DEGREES 27 MINUTES 13 SECONDS EAST 31.50 FEET; THENCE SOUTH 61 DEGREES 32 MINUTES 47 SECONDS EAST 34.73 FEET; THENCE SOUTH 28 DEGREES 27 MINUTES 13 SECONDS WEST 31.50 FEET; THENCE SOUTH 61 DEGREES 32 MINUTES 47 SECONDS EAST 32.62 FEET; THENCE SOUTH 28 DEGREES 25 MINUTES 47 SECONDS WEST 269.35 FEET; THENCE SOUTH 61 DEGREES 48 MINUTES 26 SECONDS EAST 63.37 FEET; THENCE NORTH 73 DEGREES 31 MINUTES 42 SECONDS EAST 60.45 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 161.60 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 72 DEGREES 37 MINUTES 32 SECONDS EAST; THENCE SOUTHWESTERLY 100.58 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35 DEGREES 39 MINUTES 46 SECONDS; THENCE ON A NON-TANGENT LINE; SOUTH 61 DEGREES 37 MINUTES 19 SECONDS EAST 377.64 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF FIGUEROA STREET, 112 FEET WIDE, AS SHOWN ON SAID MAP, THENCE NORTH 37 DEGREES 41 MINUTES

47 SECONDS EAST 61.43 FEET ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF FIGUEROA STREET, 112 FEET WIDE, TO THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE MOST SOUTHEASTERLY LINE OF SAID LOT 1 SHOWN AS SOUTH 37 DEGREES 41 MINUTES 37 SECONDS WEST 187.38 FEET; THENCE ON A DIRECT LINE NORTH 42 DEGREES 20 MINUTES 09 SECONDS EAST 123.63 FEET TO THE EASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE MOST SOUTHEASTERLY LINE OF SAID LOT 3, SHOWN AS SOUTH 78 DEGREES 04 MINUTES 11 SECONDS WEST 22.85 FEET; THENCE NORTH 37 DEGREES 41 MINUTES 47 SECONDS EAST 545.94 FEET ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF FIGUEROA STREET, 102 FEET WIDE, AS SHOWN ON SAID MAP TO THE MOST EASTERLY CORNER OF LOT 2; THENCE NORTH 15 DEGREES 32 MINUTES 53 SECONDS WEST 17.90 FEET ALONG THE EASTERLY LINE OF SAID LOT 2 TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ELEVENTH STREET, 102 FEET WIDE, AS SHOWN ON SAID MAP, SAID RIGHT-OF-WAY LINE BEING A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 549.00 FEET TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 20 DEGREES 09 MINUTES 57 SECONDS EAST; THENCE WESTERLY 159.32 FEET ALONG SAID CURVED RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 16 DEGREES 37 MINUTES 40 SECONDS; THENCE NORTH 86 DEGREES 27 MINUTES 43 SECONDS WEST 235.98 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF ELEVENTH STREET, TO THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHERLY LINE OF SAID LOT 2, SHOWN AS NORTH 50 DEGREES 01 MINUTES 32 SECONDS EAST 21.76 FEET ON SAID MAP; THENCE NORTH 86 DEGREES 16 MINUTES 08 SECONDS WEST 122.45 FEET ALONG A DIRECT LINE TO THE EASTERLY TERMINUS OF THAT CERTAIN CURVE IN THE SOUTHERLY LINE OF SAID ELEVENTH STREET, 102 FEET WIDE, AS SHOWN ON SAID MAP, HAVING A RADIUS OF 651 FEET, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 651.00 FEET, AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 5 DEGREES 31 MINUTES 37 SECONDS WEST; THENCE WESTERLY AND NORTHWESTERLY 256.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 37 MINUTES 03 SECONDS; THENCE NORTH 61 DEGREES 51 MINUTES 21 SECONDS WEST 13.62 FEET ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF ELEVENTH STREET, 102 FEET WIDE TO THE POINT OF BEGINNING.

EXCEPT THEREFROM, ALL OIL, CRUDE OIL, GAS, PETROLEUM, ASPHALTUM, HYDROCARBONS, CARBONS, MINERALS, AND MINERAL SUBSTANCES, GOLD, SILVER AND OTHER PRECIOUS METALS, AND OTHER KINDRED SUBSTANCES AND MINERALS OF WHATEVER NATURE, IN, UNDER AND RECOVERABLE FROM THE HEREINBEFORE DESCRIBED LAND, TOGETHER WITH THE RIGHT TO DRILL FOR AND PRODUCE SUCH, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES BY DIRECTIONAL DRILLING CONDUCTED FROM SURFACE LOCATIONS ON LAND OTHER THAN THE LANDS HEREINABOVE MENTIONED. SUCH EXCEPTION AND RESERVATION SHALL NOT OPERATE TO CREATE ANY

RIGHT TO CONDUCT DRILLING OPERATIONS FROM ANY PORTION OF THE SURFACE OF SAID ABOVE DESCRIBED LAND. ALL DIRECTIONAL DRILLING SHALL BE CONDUCTED IN SUCH A MANNER THAT THE WELL, HOLE SHAFT OR OTHER MEANS OF REACHING OR REMOVING SUCH OIL, GAS OR OTHER HYDROCARBON SUBSTANCES DOES NOT PENETRATE ANY PART OR PORTION OF SAID REAL PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS EXCEPTED AND RESERVED IN VARIOUS INSTRUMENTS OF RECORD, THREE OF WHICH RECORDED:

JANUARY 10, 1958 AS INSTRUMENT NO. 2914, IN BOOK 56379, PAGE 119; OCTOBER 23, 1968 AS INSTRUMENT NO. 2933, IN BOOK D4172 PAGE 989 AND JANUARY 23, 1970 AS INSTRUMENT NO. 2758 IN BOOK D4615 PAGE 229, ALL OF OFFICIAL RECORDS.

CONDITIONS OF APPROVAL

1. Administrative

   A. Approval verification and submittal. Copies of any approvals, guarantees or verification of consultations, reviews or approvals, plans, etc., as may be required by the subject conditions, shall be provided to the Planning Department for placement in the subject file.

   B. Conditional Use Revocation and Modification. Pursuant to Municipal Code Section 12.24-J, or any amendment thereto, this conditional use may be reviewed by the Planning Commission, as it deems necessary, and, upon making the findings required by this Section, the Commission may amend the subject conditions or impose any new conditions it deems necessary to mitigate the detrimental effects on the neighborhood which may have resulted from the subject use. Further, the Commission may terminate this grant if the conditions of the grant are not complied with or if the Commission finds, pursuant to Municipal Code Section 12.24-J, or any amendment thereto, that the subject use is contributing detrimentally to the surrounding neighborhood.

   C. Covenant. Prior to the issuance of any permits relative to this matter, an agreement concerning all the information contained in these conditions shall be recorded in the County Recorder's Office. The agreement shall run with the Arena Site and shall be binding on any subsequent property owners, heirs or assigns. The agreement shall be submitted to the Planning Department for approval before being recorded. After recordation, a copy bearing the Recorder's number and date shall be forwarded to the Planning Department.

   D. Definitions. Any agencies, public officials, or legislation referenced in these conditions shall mean the agencies, public officials, legislation or their successors, designees or amendments to any legislation. Whenever the following terms are used in these conditions, they shall be construed as defined in this condition. Words and phrases not defined herein shall be construed as defined in Los Angeles Municipal Code Section 12.03.

   Ancillary Facilities. Ancillary Facilities means those facilities as more particularly described in Condition No. 2 herein.

Applicant. Applicant includes the original applicant and any other person, corporation, or entity making use of this grant.

Arena. Arena means a sports and entertainment facility as more particularly described in Condition No. 2 herein.

Arena Site. Arena Site means the approximately nine acre site at the southwest corner of the intersection of Figueroa Street and Eleventh Street, adjacent to the Los Angeles Convention Center, and more particularly described in the legal description included in City Plan Case No. CPC 97-0105(CU), on file in the Los Angeles City Planning Department.

Sports and Entertainment Complex. Sports and Entertainment Complex, as defined in Article I.1.4 (Description of Site) of the Disposition and Development Agreement, means the Arena Site and the Olympic/Figueroa Properties, as the same may be reconfigured from time to time by addition or deletion of parcels.

E. Enforcement. Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Planning Department and any other designated agency, or the agency's successor, and in accordance with any stated laws or regulations, or any amendments thereto.

F. Plan. The subject property shall be developed generally in accordance with the Schematic Design Drawings, Exhibit No. E-4, attached to City Plan Case No. 97-0105 (CU), on file in the Los Angeles City Planning Department, except as the Planning Commission may subsequently approve a modification of the plan, or as development of the subject property may require a modification in order to meet the provisions of the Municipal Code or the conditions herein.

2. Conditions on Use. Authorized Development. The following uses are authorized through this approval:

A. A sports and entertainment arena with a maximum seating capacity of 22,000 persons not to exceed 950,000 square feet. Permitted uses within the Arena include, but are not limited to, the following: food, beverage and retail merchandise concession stands, restaurants, lounges, private clubs, and media facilities, including television broadcast facilities and related antennae and

transmission equipment.

B. Up to 100,000 square feet of ancillary retail, dining and entertainment facilities, attached to or integrated as part of the Arena building.

C. Up to 50,000 square feet of office space, attached or integrated as part of the Arena building, for administrative use by the Developer, the Lakers, the Kings or any of their affiliated parties, with any excess space for use by others for general office purposes.

D. At the option of the Applicant, a practice basketball facility and ice skating rink, integrated as part of the Arena building.

E. Ticket booths and retail kiosks related to the operation of the Arena.

3. Conditions on Design and Construction.

A. Design. Ticket booths, retail kiosks, and parking kiosks shall be designed with colors, types of building materials, and in an architectural style reasonably consistent with the character of Arena.

B. Height. No building or structure located on the subject property shall exceed two hundred (200) feet in height above grade as defined by Municipal Code Section Nos. 12.03 and 12.21.1.

C. Parking. No certificates of occupancy shall be issued for the Arena or Ancillary Facilities until all parking required by the Municipal Code is available and ready for use.

4. Conditions on Operation.

A. General Conditions:

(1) Security Personnel. An adequate number of security personnel, as licensed by the State of California, shall be on duty at the Sports and Entertainment Complex during all hours of operation and at least one hour before and after closing of the premises. During such time, the private security shall patrol the Sports and Entertainment Complex and parts of the Convention Center used by the Complex and under control of the Applicant to identify and minimize unusual disturbances, and to assist and report to

the proper authorities any loitering, trespassing or any other criminal activities in the general vicinity of the Arena Site.

(2) A phone number to a responsible representative of the Applicant shall be conspicuously posted upon the premises for the purposes of reporting an emergency or a complaint about the method of operation of the Arena.

(3) Graffiti removal and deterrence. The Applicant and all successors shall acknowledge the applicability of the graffiti removal and deterrence requirements pursuant to Municipal Code Sections 91.8101-F, 91.8904.1 and 91.1707-E relative to the subject project, particularly with regard to the following:

a. The first nine feet of exterior walls and doors, measured from grade, and all of any walls enclosing the property shall be built and maintained with a graffiti-resistant finish consisting of either a hard, smooth, impermeable surface such as ceramic tile, baked enamel or a renewable coating of an approved, anti-graffiti material or a combination of both pursuant to Section 91.1707-E; and

b. The period for compliance with a graffiti removal order issued by the Building and Safety Department is 15 days following which period with failure to perform, the City or its contractor is empowered to enter the property to remove such graffiti with costs accruing to the Applicant (91.8904.1); and

c. The period for compliance with a subsequent order for a subsequent occurrence is three days (91.8904.1).

d. In addition to a, b and c above, exterior walls of new commercial and residential buildings of other than glass may be covered with clinging vines, screened by oleander trees or similar vegetation capable of covering or screening entire walls up to the height of at least 9 feet, excluding windows and signs.

B. Sale of Alcoholic Beverages

(1) Advise. The Applicant is advised that the subject permit is a land use permit, not a license for sale of alcohol. The conditions and requirements of this permit apply to the subject facility. The conditions shall be complied with in addition to any conditions or requirements imposed by the Department of Alcoholic Beverage Control, Los Angeles Police Department, or any other licensing or permit agency. Noncompliance with the subject conditions could result in revocation of the subject use permit. Any change of conditions or change in the mode or character of the authorized use requires approval of the Planning Commission.

(2) Approval of Plans. Prior to issuance of building permits for individual establishments, an administrative plan approval process shall be required to ensure compliance with these conditions. The following information, and other operational information as requested by the Director of Planning or his or her designee, shall be provided at the time of the plan approval: a) number of seats; b) floor area of the establishment; c) signage for the establishment; d) security measures to be provided; and e) the number of employees at any given time.

(3) Scope of Grant. The grant of approval is for the sale and consumption of a full-line of alcoholic beverages for on-site consumption.

(4) Training. The operators, managers, and all employee serving alcohol to patrons shall enroll in and complete a certified training program for the responsible serving of alcohol, which is recognized by the State Department of Alcoholic Beverage Control. This training shall be completed by all new employees serving alcohol within four weeks of employment and shall be completed by all employees once every 24 months for those who serve alcohol.

(5) Signs shall be conspicuously displayed within all establishments serving alcohol stating that California State law prohibits the sale of alcoholic beverages to persons who are under 21 years of age.

(6) Noise. Amplified music shall not exceed 75 dba, when measured from beyond that part of the structure which is under the control of the Applicant. This condition shall not preclude special events with limited duration from exceeding this limit.

(7) Education. All operators shall be given a copy of these conditions prior to executing a lease, and these conditions shall be incorporated into the lease. Furthermore, all vendors of alcoholic beverages shall be made aware that violation of these conditions may result in revocation of the privileges of serving alcoholic beverages within that establishment.

(8) Monitoring. A copy of these conditions of approval shall be retained on the premises at all times and shall be produced immediately upon the request of the Planning or Police Departments.

5. Environmental. The following conditions are required by the Environmental Impact Report ("EIR") (State Clearinghouse No. 96091061) for the subject project:

A. Land Use.

(1) The Applicant shall obtain all necessary conditional use permits and variances from the City of Los Angeles and ensure compliance with all identified conditions of approval.

(2) The Applicant shall implement all recommended mitigation measures for short-term land use conflicts related to the effects of construction-related air quality and noise, as outlined in Condition 5.E Air Quality, and 5.H, Noise, as stated below.

(3) The Applicant shall implement all recommended mitigation measures related to the effects of operation-related traffic, as outlined in Condition 5.F as stated below.

(4) The key elements of Gilbert Lindsay Plaza, including the promenade aspects of the Plaza, the Convention Center West Hall entryway, and the pedestrian circulation emphasis shall be addressed in the relocation of 12th Drive and the design of the Arena.

(5) The Applicant shall cooperate with the Convention Center to assist operators of events which currently utilize all existing exhibition space to help locate alternate space to replace the 100,000 square feet of space provided by the North Hall.

B. Aesthetics

VISUAL QUALITIES.

Construction

(1) The Applicant shall ensure, through appropriate postings and daily visual inspections, that no unauthorized materials are permitted to be posted on any temporary construction barriers or temporary pedestrian walkways and that any such temporary barriers and walkways are maintained in a visually attractive manner throughout the construction period.

Operation

(2) Consistent with the functions and uses of the Sports and Entertainment Complex, the following guidelines shall be addressed in their design:

a. Pedestrian access between the Arena and Convention Center, to include hardscaped areas, landscaping, lighting and signage, as appropriate, shall be incorporated into the design of the project.

b. The portion of the Arena building facing Figueroa Street and 11th Street shall be designed to enhance the pedestrian experience through such features as the inclusion of retail, restaurant, and other commercial uses, landscaping, special street and pedestrian-level lighting, and paving materials.

c. The street level facade of the building shall be designed to acknowledge and accommodate the pedestrian scale and expected pedestrian activity in the area.

d. Service entrances for the Arena shall be prohibited along Figueroa Street.

e. Clear glazing and minimal reflective materials

shall be considered for retail and restaurant establishments facing Figueroa and 11th Streets to allow indoor activity to be visible to the public outside.

f. Exterior building materials shall be consistent with the quality of the materials used on the Convention Center.

g. The exterior signage for the Arena building shall be consistent with the design of the building.

h. The public sidewalks adjacent to the Arena structure along 11th Street and Figueroa Street (between 11th Street and 12th Drive) shall be a minimum width of 20 feet; sidewalks adjacent to the parking areas along 11th Street, Figueroa Street and Olympic Boulevard shall be 15 feet; all other sidewalks shall be a minimum of 10 feet.

i. Landscaping, fencing, and other visual enhancements shall be used along the perimeters of parking areas, specifically along Olympic Boulevard, Figueroa Street, 11th Street, 12th Street, and Flower Street. In the event that the secondary potential parking parcels within either the Figueroa Properties North, Figueroa Properties East or Olympic Properties North are acquired, similar elements shall also be used.

j. All new or replacement street trees within the City of Los Angeles shall be planted at least 20 feet from an existing or proposed streetlight. Exceptions will be considered by the Bureau of Street Lighting after reviewing mature tree characteristics.

k. Rooftop mechanical equipment shall be screened from view.

l. The Arena Site shall incorporate the sidewalk edgeband and special Convention Center street light fixtures along Figueroa and 11th Streets adjacent to the Arena structure.

m. The key elements of Gilbert Lindsay Plaza shall be addressed in the design plan of the

Arena.

n. Signage which identifies the Arena and provides clear directional information shall be developed in accordance with City and CRA adopted policies and ordinances.

o. The Applicant shall relocate the public art piece to be removed from the Olympic Boulevard/Figueroa Street intersection due to traffic-related improvements to a suitable alternate site or temporary storage facility approved by CRA.

(3) The Applicant shall submit building, landscape, and signage plans and building material samples to the appropriate City entities for review and approval in accordance with the guidelines listed above.

LIGHT AND GLARE.

(4) Consistent with the functions and uses of the Sports and Entertainment Complex, the following guidelines shall be addressed in their design:

a. Pedestrian-level lighting shall be used adjacent to parking areas located along Olympic Boulevard and Figueroa, 11th, 12th and Flower Streets. In the event that secondary parking parcels are developed, pedestrian-level lighting shall also be located adjacent to those parking areas.

b. All parking lot light sources shall be shielded and directed onto the site. No floodlights shall be located so as to shine directly onto adjacent residential property.

c. Roadway and sidewalk illumination measures shall be determined by the Los Angeles Bureau of Street Lighting in accordance with IES national guidelines. Any new street lighting or pedestrian lighting system built in the public right-of-way shall be designed to currently adopted City standards. Equipment shall be tested and approved by the Bureau of Street Lighting.

d. Consideration shall be given by the Applicant in coordination with the Bureau of Street

Lighting as to whether the streetlights shall be refurbished and/or reinstalled to preserve the character of the community, in addition to providing adequate lighting to motorists and pedestrians. Potentially historic street lights, if any, shall be retained or relocated.

e. All new lighting shall be designed to minimize glare and to prevent light impacts upon private property.

f. The use of highly reflective building materials for the exterior walls of the Arena shall be minimized.

g. Architectural and/or landscape screening elements shall be incorporated into project design so as to minimize off-site glare impacts. In particular, the edges of all surface parking lots located adjacent to sensitive receptors shall be landscaped with sufficient landscaping, such as hedging to shield those receptors from glare impacts from vehicles.

h. Parking lot exits shall be located so as to minimize glare impacts on sensitive receptors.

SHADE AND SHADOW.

(5) Reduce shading of the Convention Center West Hall entry pavilion and lobby, and the Convention Center West Hall concourse during the summer through design elements, including roof form, setback, building height and massing consistent with the functions and uses of the Arena and Ancillary Facilities. Should any existing sensitive uses within the primary parking parcels on the Olympic Properties remain, these measures shall also address excessive shading of those sites during winter.

C. Population, Housing, and Employment.

(1) All occupants displaced by the project shall receive relocation assistance pursuant to City and State relocation policies, procedures and requirements, specifically, the State of California Uniform Relocation Assistance and Real Property

Acquisitions Act of 1974, revised effective January 1, 1991, (California Government Code, Chapter 16, Sections 7260-7277). This state law establishes a uniform policy for the fair and equitable treatment of persons, as well as businesses, displaced as a direct result of programs or projects undertaken by a public entity. The Relocation Assistance Act shall be administered in a manner that is consistent with fair housing requirements and that assures all persons their rights under Title VIII of the act of April 11, 1968 (Public Law 90-284), commonly known as the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964.

(2) Prior to the approval of the Disposition and Development Agreement and initiating any relocation activity, the CRA shall prepare and adopt a Relocation Plan, which shall include the following:

a. Detailed descriptions of the area subject to relocation and information regarding the relocation needs for the persons to be displaced, including income, monthly housing costs, housing needs, and a cost estimate for meeting these needs.

b. 30 days prior to CRA approval of the Plan, a copy shall be made available to all potential displaced persons and to the State Department of Housing and Community Development.

c. The CRA shall also provide persons to be displaced by the project with information regarding displacement and provide counseling and assistance; written information shall be distributed no less than 15 days following the initiation of negotiations.

d. The CRA shall also establish a grievance procedure for any person displaced by the project who is dissatisfied with the CRA's determination of relocation benefits.

e. Any person or business displaced by the project as a result of CRA acquisition activity are eligible for relocation benefits from the CRA.

f. Businesses are entitled to actual moving expenses including transportation and storage;

a business may take a fixed payment in lieu of actual moving expenses (not to exceed $20,000); businesses are also entitled to reimbursement of costs to reestablish the business not to exceed $10,000 and reimbursement up to $1,000 for costs incurred in the search for a relocation site.

g. Residential relocation benefits include actual moving expenses or a fixed payment based upon the number of rooms for either homeowners or tenants.

h. In addition, homeowners are entitled to a one-time replacement housing payment not to exceed $22,500 which is the difference between acquisition cost of the removed unit and the cost of the replacement unit, plus any other eligible cost such as closing costs.

i. In addition to moving expenses, tenants are entitled to a relocation housing payment not to exceed $5,250 which is the difference between the monthly rental cost of the relocation unit and 25% of the displaced person's income multiplied by a 48-month period.

j. If comparable relocation housing is not available at a cost affordable to the displaced person, then the CRA shall provide comparable replacement housing.

k. Prior to the relocation of residents, CRA shall notify administrative faculty of the Tenth Street School of relocation plans. Additionally, to the extent feasible, relocated families with children will be advised to transfer out of their respective school before they re-enroll in a new school.

(3) Prior to CRA approval of the Disposition and Development Agreement for the project, and prior to any tenant relocation or the demolition of units, the CRA will prepare and adopt a Replacement Housing Plan, which shall include the following:

a. Very low, low and moderate income units removed as a result of the project shall be replaced by the CRA within four years after

they are demolished or removed from the market.

b. Replacement units shall be decent, safe and sanitary; standard in terms of the intended occupancy; and comparable in size, number of bedrooms and other living areas as those units demolished (total number of units constructed may be less than the number of units demolished provided the number of bedrooms produced is the same as the number removed).

c. Replacement units shall be new or newly rehabilitated, provided the units had been vacant for a minimum of three years.

d. Replacement units shall be made available for sale or rental to persons or families of very low, low or moderate income for the longest feasible time but not less than 30 years.

e. Not less than 30% of all replacement housing units shall be constructed within the CBD Redevelopment Project Area provided, however, that all units occupied by the elderly shall be replaced within the CBD Redevelopment Project Area.

(4) The Applicant shall develop a community and business participation program to encourage hiring of needed employees from within the local population base. For the design and development, construction and operations phases, this program shall include a local hiring program which would include job fairs, job hotline, training and pre-apprentice programs.

D. Drainage and Surface Water Quality.

Drainage Construction. Although the Sports and Entertainment Complex is not expected to result in significant impacts with respect to drainage, the following measures shall further ensure that neither the Sports and Entertainment Complex site nor surrounding properties are subject to increased flood hazard:

(1) Relocated storm drains shall be operational prior to discontinuation of existing drains to ensure that storm water runoff from the Sports and Entertainment Complex and surrounding areas is

disposed of in a manner proved by the City Engineer.

(2) The Applicant shall prepare a master drainage plan, which includes detailed flood control plans, for the City of Los Angeles Department of Public Works, Bureau of Engineering. The plans shall include hydrology/hydraulic calculations and drainage improvement plans, showing quantitatively how projected storm water runoff would not exceed existing design conditions. Such plans shall be reviewed and approved by the City prior to issuance of building permits.

(3) The Applicant shall construct catch basins, roof drains, surface parking drains connecting directly to the existing storm drain system, and any other drainage improvements required to comply with Condition 5.D.(2) above as may be required by the Bureau of Engineering.

Surface Water Quality Construction. Construction of the Sports and Entertainment Complex shall comply with all applicable requirements associated with National Pollution Discharge Elimination System Permit No CAS614001 and all relevant storm water quality management regulations. Specifically, the Sports and Entertainment Complex shall comply with the following:

(4) Prior to issuance of grading permits, the Applicant shall file a Notice of Intent with the State Water Resources Control Board and shall develop and implement a Storm Water Pollution Prevention Plan, monitoring program, and reporting plan for the construction period, in accordance with National Pollution Discharge Elimination System general construction permit requirements. Requirements set forth by the Environmental Protection Agency and local agencies shall also be met. This shall include the incorporation of Best Management Practices (BMPs) for the control of construction runoff quality.

(5) Compliance with the National Pollution Discharge Elimination System general permit for construction activities shall be certified by the Regional Water Quality Control Board prior to issuance of building permits.

(6) The Applicant shall conduct inspections of the site

before and after storm events to determine whether control practices (i.e., Best Management Practices) to reduce pollutant loadings identified in the Storm Water Pollution Prevention Plan are adequate and properly implemented.

E. Air Quality.

Construction. The following mitigation measures set forth a program of air pollution control strategies designed to lessen the project's significant air quality impacts. As per SCAQMD Rule 403 Rule 403 for PM_{10}, implementation of Best Available Control Technologies (BACT) is proposed for PM_{10} during construction.

(1) The Applicant shall secure any necessary permits from the SCAQMD, including an approved fugitive dust emissions control plan pursuant to SCAQMD Rule 403.

(2) Non-toxic soil stabilizers shall be applied according to manufacturers' specification to all inactive construction areas (previously graded areas inactive for ten days or more).

(3) Exposed pits (i.e., gravel, soil, dirt) with 5% or greater silt content shall be watered twice daily, enclosed, covered or treated with non-toxic soil, stabilizers according to manufacturers specifications.

(4) All other active sites shall be watered at least twice daily.

(5) All grading activities shall cease during second stage smog alerts and periods of high winds (i.e., greater than 25 mph) if dust is being transported to off-site locations and cannot be controlled by watering.

(6) All trucks hauling dirt, sand, soil, or other loose materials off-site shall be covered or wetted or shall maintain at least two feet of freeboard (i.e., minimum vertical distance between the top of the load and the top of the trailer).

(7) A construction relations officer shall be established by the Applicant to act as a community liaison concerning on-site construction activity, including resolution of issues related to PM_{10}

generation. Signage will be posted at the construction site during the construction period which contains the following information: (1) the name of the Construction Relations Officer; and (2) a toll-free phone number for contacting the Construction Relations Officer.

(8) Wind (dust) fences approximately 12 to 20 feet in height will be utilized adjacent to the First United Methodist Church Children's Learning Center outside the playground. Wind (dust) fences 3 to 5 feet in height shall be used as appropriate to implement the SCAQMD Rule 403 fugitive dust plan.

(9) Streets shall be swept hourly if visible soil material has been carried onto adjacent public paved roads (reclaimed water shall be used if available.) The use of water sweepers shall be employed in order to more effectively reduce fugitive dust emissions from paved roads so long as it is determined that no NPDES or other permit is required to utilize such sweepers. In the event water sweepers are subject to additional permitting requirements, conventional sweepers will be used.

(10) Construction equipment shall be inspected prior to leaving the site and loose dirt shall be washed off with wheel washers as necessary.

(11) Water or non-toxic soil stabilizers shall be applied, according to manufacturers' specifications, as needed to reduce off-site transport of fugitive dust from all unpaved staging areas and unpaved road surfaces.

(12) Traffic speeds on all unpaved roads shall not exceed 15 mph.

(13) All construction roads internal to the construction site that have a traffic volume of more than 50 daily trips by construction equipment, or 150 total daily trips for all vehicles, shall be surfaced with base material or decomposed granite, or shall be paved. Daily vehicle trips at the project site shall be estimated prior to the start of construction and verified immediately following its commencement.

(14) Demolition operations within the Olympic and Figueroa Properties shall be limited to the

equivalent of a 5,000 square foot, one story building (50,000 cubic feet of demolition volume) daily at a distance of greater than 550 feet from the Los Angelitos Children's Center on any day in which the Los Angelitos Children's Center is in operation. Demolition in excess of these volumes or any demolition activity within 550 feet the Los Angelitos Children's Center shall not be allowed when children are present during established school hours.

The following alternative measure may be implemented at the Los Angelitos Children's Center to limit PM_{10} increases to less than 2.5 ug/m^3:

a. Using a 16 to 20 foot high dust fence to shield the school from PM_{10} emissions during operations proximate to the school.

(15) A fugitive dust plan to assure that visible dust beyond the project property line meets the requirements of Rule 403 shall be implemented. The fugitive dust emissions control plan will contain the following measures or other methods to comparably reduce fugitive dust:

a. Demolition activities shall be phased and scheduled to reduce dust emissions.

b. Partially demolished areas that are fugitive dust sources and will not be worked for 24 hours shall be treated with water up to twice daily to ensure soil moisture content or chemical stabilizers weekly.

c. All demolition activities shall cease when sustained wind speeds exceed 22 mph and the residences north of Olympic Boulevard or the Los Angelitos Children's Center are directly downwind. This shall be monitored with equipment to identify wind direction and speed.

d. Dust screens at least four feet in height shall be constructed atop all fencing erected at the perimeter of the Arena Site when demolition activities are taking place. Higher dust fences (12 to 20 feet in height) shall be employed adjacent to the First United Methodist Church Children's Learning Center.

e. Building walls shall be watered prior to use of demolition equipment.

Operation

(16) The Applicant shall provide public education to visitors to and employees of the Arena Site regarding the importance of reducing vehicle miles traveled, utilizing transit and encouraging walking from downtown businesses and the related air quality impacts through the use of brochures and other informational tools.

The Applicant shall provide two or more of the following:

a. Preparation of pamphlets describing transportation alternatives;

b. Information kiosks at various locations at the Arena;

c. Public announcements during or at the conclusion of Arena events; and

d. Video monitor notices during or at the conclusion of Arena events.

(17) Where applicable, project occupants shall comply with SCAQMD Rule 2202, which applies to all employers who employ 250 or more persons on a full or part-time basis at a single worksite. This rule, which aims to reduce VOCs, NO_x, and CO, provides employers a menu of options that they can choose from to reduce emissions related to employee commutes.

(18) The Applicant shall, as feasible, schedule deliveries during off-peak traffic periods to encourage the reduction of trips during the most congested periods.

(19) The Applicant shall coordinate with the City of Los Angeles Department of Transportation to provide information that supports connecting the site directly with local bus service and provide shuttles to rail services, providing sufficient

evening transit service to accommodate patrons leaving the site after events.

(20) In order to reduce volatile organic compound (VOC) emissions during construction and operational maintenance, low-VOC architectural coatings shall be used. Additionally, architectural coatings shall be applied during optimum weather conditions (i.e., low humidity) to maximize transfer efficiency. Where possible, pre-coated building materials and materials which do not require architectural coatings shall be used.

(21) The Applicant shall provide one electric vehicle charging station with two chargers within Los Angeles Sports and Entertainment Complex parking facilities.

F. Transportation/Circulation

TRAFFIC

The successful operation of the Sports and Entertainment Complex and the Los Angeles Convention Center will require that these two major facilities cooperate in the development of traffic, access and circulation plans to minimize construction and operational impacts. Therefore, in implementing the following mitigation measures, the Applicant shall consult with a proposed Convention Center Coordinating Committee which shall be formed by the City of Los Angeles, CRA, LADOT and the Los Angeles Convention and Exhibition Center Authority.

Construction

(1) Prior to construction, the Applicant shall, in consultation and cooperation with the proposed Convention Center Coordinating Committee, develop and implement a construction management plan for construction of the Sports and Entertainment Complex ("Construction Management Plan"). The goals of the Construction Management Plan shall be to minimize conflicts with Convention Center operations and conflicts and delays in construction of the Project.

The Construction Management Plan shall provide for the coordination of construction staging areas and traffic controls, in order to assist in the orderly flow of pedestrian and vehicular traffic to Convention Center events, and labor, materials and construction vehicles to the construction site, including the staging of delivery trucks on public streets surrounding the Convention Center and Arena Site. The Construction Management Plan shall also address measures to ensure adequate access to the Convention Center if temporary lane closures on adjacent roadways are required. The Construction Management Plan shall also take transit access into account in maintaining access to the Convention Center during the construction of the Sports and Entertainment Complex.

Prior to full implementation of mitigation measures in this section, the Construction Management Plan shall consider the use of temporary operational techniques (e.g., coning, temporary/changeable signs, etc.) to implement some or all of those intersection mitigation measures, as appropriate to the circulation needs of particular events.

The Construction Management Plan shall also include parking provisions as set forth in Conditions 5.F.(21)-(28) pedestrian safety provisions as set forth in Conditions 5-F.(29)-(34); and noise provisions as set forth in Conditions 5.H.(1)-(9)of these Conditions. This plan shall be approved by the Convention Center Coordinating Committee prior to the issuance of any building permit.

Intersection Mitigation. Prior to the issuance of building permits, the following dedications and public improvements shall be completed or guarantees posted for their completion to the satisfaction of the City Engineer, to ensure same without expense to the City of Los Angeles, with copies of any approvals or guarantees provided to the Planning Department for attachment to the subject City Plan file (CPC 96-0105 CU). All improvements shall be completed prior to the issuance of any certificate of occupancy to the satisfaction of the City Engineer.

(2) Cherry Street/Pico Boulevard Intersection. Restripe the westbound approach, which currently

provides two through lanes and a dedicated right-turn lane, to provide one through lane, one shared through/right-turn lane, and one dedicated right-turn lane.

(3) Blaine Street/Olympic Boulevard Intersection. Restripe the northbound approach at this intersection to provide additional capacity for inbound Arena traffic. The existing configuration on this approach consists of one shared through/left-turn lane and one shared through/right-turn lane. The recommended mitigation measure involves converting the shared through/left-turn lane to a shared left-turn/through/right-turn lane and the shared through/right-turn lane to a dedicated right-turn lane. The modified lane configuration on the northbound approach would, therefore, allow both lanes to serve right-turning vehicles.

(4) Blaine Street/11th Street Intersection. Mitigation of the project-related impact at this location requires that additional left-turn capacity be provided on the southbound approach. That approach currently provides one dedicated left-turn lane, one through lane to the freeway on-ramp, one through lane to southbound Blaine Street, and one dedicated right-turn lane. The recommended mitigation measure would involve restriping the southbound approach to convert the left-most through lane to a shared through/left-turn lane. The resulting mitigated lane configuration would provide two lanes for left-turning vehicles.

(4a) Pico Boulevard and Figueroa Street - If the City provides the right-of-way on the north side of Pico Boulevard between Figueroa Street and the alley east of Figueroa Street (City-owned land currently leased to Family Ford) within a time frame that would not result in any delay of the Arena opening, the Applicant shall provide a westbound right turn lane at Pico Boulevard between Figueroa Street and the alley east of Figueroa Street.

(4b) Pico Boulevard and Alvarado Street - A westbound left turn lane shall be installed on Pico Boulevard at Alvarado Street with protected-permissive westbound left-turn signal phasing in lieu of

prohibiting east-west left turns on Pico Boulevard at Hoover Street in the P.M. peak hour. The red curb shall be extended on the northeast and southeast corners of Pico Boulevard and Alvarado Street on the east leg of the intersection to permit installation of the westbound left-turn lane. Currently, the westbound approach to this intersection includes one shared through/left-turn lane and one shared through/right-turn lane. Implementation of this measure would result in a lane configuration having one dedicated left-turn, one through lane, and one shared through/right turn lane.

(5) The intersection of Blaine Street/SR 110 Southbound Off-ramp is the only intersection among the 22 study location that is not currently signalized. The Developer shall install a new traffic signal at that location. Such a signal should be incorporated into the City of Los Angeles Automated Traffic Surveillance and Control (ATSAC) system, so that its operation can be coordinated with the other signals in the area.

(6) Retain the existing traffic signal at the current intersection of Figueroa Street/12th Street and provide a new signal at the new Figueroa Street/12th Drive intersection. These signals shall be integrated into the City's ATSAC system to ensure coordination with other signals in the area.

(7) Figueroa Street/Olympic Boulevard. Modify the southwest corner of the intersection of Figueroa Street/Olympic Boulevard to provide two southbound lanes on Figueroa Street in combination with a reconfiguration of the eastbound approach on Olympic Boulevard to provide improved traffic flow at the existing dedicated right-turn lane. The west side of Figueroa Street immediately south of Olympic Boulevard would be widened a maximum of 10 feet to match the curb line that presently exists on the west side of Figueroa Street north of 11th Street. Implementation of this reconfiguration will require that an existing piece of public art be relocated to a suitable alternative site.

(8) Provide ATSAC surveillance cameras and mounting equipment, as well as associated fiber optic cable

and transmission equipment at the following four intersections in the vicinity of the proposed project:

a. Blaine Street/Olympic Boulevard

b. Figueroa Street/Olympic Boulevard

c. Figueroa Street/Pico Boulevard.

d. Blaine Street/SR 110 Southbound Off-Ramp

(9) Georgia Street/Olympic Boulevard. Widen the east side of Georgia Street between Olympic Boulevard and 11th Street by four feet in order to conform to City standards for collector streets. The entire widening shall be accomplished in the east side of the street, so as to reduce the offset that currently exists at Georgia Street's intersection with Olympic Boulevard.

(9a) Georgia Street/Olympic Boulevard. Dedication of four feet of additional right-of-way on the east side of Georgia Street between Olympic Boulevard and 11th Street adjoining properties to the satisfaction of the City Engineer.

(10) Widen 12th Street between Figueroa Street and Flower Street by four feet. This will also require a four-foot dedication of right-of-way, so as to conform to the City's collector street standards. This dedication and widening could be implemented as two feet on each side of 12th Street or four feet on one side of the street.

10a) 9th Street and Flower Street - Restripe the eastbound 9th Street approach to the intersection to allow vehicles to turn right from two lanes (currently right turns are only possible from the right-most lane). The modified configuration of the eastbound approach would consist of three through lanes, a shared through/right-turn lane and a dedicated right turn lane.

10b) Dedication of four feet of additional right-of-way on 12th Street between Figueroa Street on adjoining

properties to the satisfaction of the City Engineer. This dedication shall be implemented as tow feet on each side of 12th Street or four feet on one side of 12th Street.

Convention Center Access/Circulation

11. In connection with actual operations of the Sports and Entertainment Complex, the Applicant shall, in consultation and coordination with the proposed Convention Center Coordinating Committee, implement a Parking and Circulation Management Plan for the Sports and Entertainment Complex. This Plan shall be based on the actual scheduled events at the Convention Center and Arena. The goal of the Parking and Circulation Management Plan shall be to coordinate parking and circulation operations to minimize specific operational conflicts between Arena events and Convention Center events. Particular focus shall be given to events in January when the Convention Center usually holds two of its largest annual shows (the Greater Los Angeles Auto Show and the California Gift Show). The scheduling of events at the Sports and Entertainment Complex during January shall take into consideration the schedule of the Greater Los Angeles Auto Show and the California Gift Show at the Convention Center in order to reduce parking and circulation conflicts. In connection with the Plan, the Convention Center Coordinating Committee shall consult with major users of the Convention Center regarding parking and circulation issues. The Parking and Circulation Management Plan also shall coordinate any additional special event traffic measures which may be appropriate as identified in Condition 5.F.(11a) during time periods when Arena events are taking place concurrently with events at Dodger Stadium, the Los Angeles Memorial Coliseum and/or the Los Angeles Sports Arena.

The Parking and Circulation Management Plan shall include measures designed include all or several of the following criteria to the satisfaction of the Los Angeles Department of Transportation:

- Queuing of Arena traffic on City streets shall be eliminated no later than 15 minutes after

event start times;

- Residential local streets will not experience an increase of traffic greater than 10% during the Arena pre-event hour;

- Buses, shuttle buses and taxis are not required to wait on-site more than 15 minutes.

- Fire and police access to the Arena and retail/restaurant/entertainment areas will be maintained along at least two routes during the pre-event and post-event hours;

- Inbound traffic for Arena events shall not be permitted to block intersections on major arterials.

An initial plan shall be approved by the Department of Transportation in coordination with the Convention Center Coordinating Committee prior to the issuance of any certificate of occupancy. The initial plan shall also address an implementation budget particularly with respect to responsibility for funding the expanded traffic controls associated with:

- LADOT traffic control officers (Conditions 5.F.(11).a, 5.F.(36), 5.F.(37)),

- CalTrans incident response team (Condition 5.F.(11).a)

The Parking and Circulation Management Plan shall be implemented at the opening of the Arena and shall be revised annually based on scheduled Arena and Convention Center events. The revised annual report shall be submitted annually to the Planning Department for review with the Development Agreement for a period of five (5) years after Opening or longer if required by Los Angeles Department of Transportation.

11a) During concurrent events at the Arena and one or more of the following locations (Dodger Stadium, Los Angeles Memorial Coliseum, Los Angeles Sports

Arena), one or more of the following measures would be implemented if any of the operational traffic criteria established in the Parking and Circulation Management Plan cannot be met:

- Expanded use of Caltrans' freeway changeable message signs;
- Deployment of the Caltrans Incident Response Team, including the use of mobile changeable message signs and arrow boards;
- Expansion of the program of lane closures and re-assignments to additional locations;
- Deployment of additional LADOT traffic control officers at appropriate locations;
- Media announcements to inform the public of expected conditions and advise alternate routings and to encourage carpooling or transit use.

11b) If any residential local streets within 1.5 miles of the Sports and Entertainment Complex experience an average increase in traffic of 10% or more in the Arena pre-event hour, one or more of the following neighborhood traffic control measures shall be implemented to minimize the potential impacts:

- Installation of signs to discourage traffic from diverting into residential areas (including STOP signs, warning signs (i.e., NO THROUGH STREET or RESIDENTIAL STREET) or regulatory signs (i.e., NO THROUGH TRAFFIC).
- Physical modifications which would discourage or eliminate non-residential traffic from these streets (including speed humps, half-street closures, turn restrictions, conversion of streets to one-way operation, mid-block narrowing ("chokers") and traffic diverters used at the ends of blocks.
- The issue of neighborhood traffic controls and

recommended funding of such improvements shall be discussed in the Parking and Circulation Management Plan.

(12) The Parking and Circulation Management Plan shall address the location and use of off-site taxicab/bus holding and staging area(s) to preclude the possibility of such vehicles waiting on-site for long periods. This mitigation measure is more specifically addressed in Condition 5.F.(22) and (23c) below.

(13) Access to Gilbert Lindsay Drive shall be maintained at all times.

(14) 12th Street between Figueroa Street and Flower Street shall be converted from its existing one-way eastbound operation to two-way operation, with two travel lanes in each direction.

(15) The existing traffic signal at the intersection of Figueroa Street/12th Street shall be retained. This signal will continue to be integrated into the City's ATSAC system to ensure coordination with other signals in the area.

(16) A new traffic signal shall be installed at the new intersection of Figueroa Street/12th Drive, which shall be integrated into the City's ATSAC system and be coordinated with other signals in the area.

(17) A curbside/on-street taxi loading zone shall be provided on the west side of Figueroa Street between the relocated 12th Drive and the existing southbound right-turn lane at Pico Boulevard.

(18) A new driveway shall be provided on the south side of Pico Boulevard to allow full-size buses to exit eastbound Pico Drive prior to the Los Angeles Convention Center Concourse Bridge. From the Pico Boulevard side, the driveway shall be ramped up to the maximum extent possible without interfering with vehicle ground clearance, so as to create a storm water barrier. No modification of stormwater and/or drainage systems shall be required as a result of this mitigation measure.

(19) 11th Street shall be converted to two-way operations between Figueroa and Flower.

(20) Sites for MTA/DASH bus stops shall be located based upon pedestrian flows, safety and convenience. Up to four bus shelters shall be provided at locations determined in conjunction with MTA and LADOT.

PARKING

Construction

(21) The Construction Management Plan developed by the Applicant, in consultation and cooperation with the proposed Convention Center Coordinating Committee (see Condition 5.F.(1) above), shall include the goal of minimizing conflicts with the parking requirements of the Convention Center and others in the vicinity while avoiding delays in construction of the Sports and Entertainment Complex.

(22) The Construction Management Plan shall provide for the coordination of construction staging areas with retention of and access to existing parking lots and areas in and adjacent to the Convention Center.

(23) As part of the Parking and Circulation Management Plan (see Condition 5.F.(11) above, the Applicant, in consultation and cooperation with the proposed Convention Center Coordinating Committee, shall address the following parking coordination issues:

a. the process for determining the sequence in which the various parking lots are used (i.e., which Convention Center facilities would be opened first and the procedure for opening additional facilities).

b. procedures for informing Arena and Convention Center patrons as to preferred parking locations and access points (incorporating, to the maximum extent possible, the basic circulation pattern employed by the Convention Center).

c. The need for and use of off-site parking

facilities.

(24) The Parking and Circulation Management Plan shall also address the use of shuttle bus service for off-site parking locations during concurrent events. The shuttle bus provisions of the Parking and Circulation Management Plan shall address:

a. the circumstances under which shuttle bus service will be required;

b. procedures for implementing the shuttle service;

c. the method by which the Applicant will determine on an event basis the location(s) of the off-site holding and staging area(s) for up to 10 charter buses and taxis. The holding and staging area(s) shall be for the temporary storage of buses and taxis between the time passengers are dropped off and picked up. Such holding and staging area(s) may be provided on the Figueroa Properties immediately east of 12th Drive or another more appropriate location determined under the procedures established by the Parking and Circulation Management Plan.

(25) Guide signs directing vehicular traffic to the Sports and Entertainment Complex parking facilities shall be provided at locations to be specified by LADOT and Caltrans as appropriate. The Applicant shall provide these signs in the in-bound and out-bound directions between Arena parking lots and the freeways.

(26) The Applicant shall cooperate with the Los Angeles Convention Center in obtaining a variance clarification to reflect the project-related changes to the Convention Center's parking supply caused by demolition of the North Hall and elimination of the West Hall Blue Lot (which will result in an increase in the overall parking ratio in terms of parking spaces feet per 1,000 square of Convention Center space).

(27) Parking and staging of construction vehicles on

Bixel Street, Byram Street and the portion of the north side of 11th Street west of Georgia Street shall be prohibited. Additionally, access from Bixel Street to the lot currently owned by the City of Los Angeles and located on the north side of 11th Street and east of Bixel Street shall be prohibited.

(28) Sports and Entertainment Complex parking areas and procedures for parking operations shall include one or more of the following features:

- Provide sufficient off-street space for inbound vehicles to queue while paying parking fees.
- Charge a flat fee for parking, in multiples of one dollar.
- Develop an overall circulation program that encourages right turns into the parking facilities and minimizes the number of left turns required.
- Use traffic cones, pylons or barricades to create temporary turn lanes and to separate inbound left turns and inbound right turns (where necessary) in order to allow turns from both directions to be made simultaneously.
- Use a 'speed parking' system similar to that used at major theme parks, where groups of vehicles are directed to specific areas to park, rather than allowing drivers to circulate in a search for a parking space.
- Implement a program of advance payment for parking passes.

PEDESTRIAN SAFETY

Construction

(29) Sidewalks located immediately adjacent to the Los Angelitos Children's Center shall be maintained in

place during construction of the Sports and Entertainment Complex.

(30) The Applicant shall coordinate with the Los Angeles Unified School District to provide crossing guards at the Los Angelitos Children's Center and along identified pedestrian routes to the 10th Street Elementary School in the vicinity of the construction site during construction activities.

(31) Haul routes shall be established which minimize construction vehicle traffic passing by either the Los Angelitos Children's Center or 10th Street Elementary School.

(32) Construction vehicles shall be prohibited from staging in front of either the Los Angelitos Children's Center or the 10th Street Elementary School. Additionally, to avoid conflicts between construction and school traffic, and the drop-off and pickup of students, construction vehicles shall be prohibited from staging on Bixel Street, Byram Street and the portion of the north side of 11th Street west of Georgia Street adjacent to the Los Angelitos Children's Center and on blocks adjacent to the 10th Street School.

(33) The Construction Management Plan to be developed by the Applicant in consultation and cooperation with the proposed Convention Center Coordinating Committee (as discussed in Condition 5.F.(1) above) shall address the requirements of maintaining adequate and safe pedestrian access to the Convention Center and surrounding land uses during Arena Construction.

(34) A covered pedestrian walkway shall be provided along southbound Figueroa Street adjacent to construction activity.

Operation

(35) For parcels that are acquired, sidewalk easements or building setbacks shall be provided that will result in wider pedestrian facilities in the vicinity of the proposed project, as follows:

a. On the west side of Figueroa Street, adjacent to the proposed Arena Site (from 11th Street to 12th Drive), there shall be a 10-foot easement to provide 20-foot total public sidewalk width (10 feet greater than City standard);

b. On the west side of Figueroa Street, between Olympic Boulevard and 11th Street, there shall be a 5-foot easement to provide 15-foot total public sidewalk width (5 feet greater than City standard);

c. On the east side of Figueroa Street, adjacent to Arena parking facilities, there shall be a 5-foot easement to provide 15-foot total public sidewalk width (5 feet greater than City standard);

d. On the south side of 11th Street, adjacent to the proposed Arena Site (from Georgia Street to Figueroa Street), there shall be a 10-foot easement to provide 20-foot total public sidewalk width (10 feet greater than City standard); and,

e. On the north side of 11th Street, adjacent to Arena parking facilities (from SR-110 northbound on-ramp to Figueroa Street), there shall be a 5-foot easement to provide 15-foot total public sidewalk width (5 feet greater than City standard).

(36) The Parking and Circulation Management Plan (see Condition 5.F.(11) above) for Arena events, shall include measures to control vehicular and pedestrian movements. This Plan shall specify, for example, the number and locations of traffic control officers to be deployed, locations and legends of event-related signage, and any other temporary event-related techniques to improve traffic flow. In addition, the Plan shall address the needs of various types and sizes of events, with specific thresholds established in terms of the number of traffic control officers to be deployed.

(37) The Parking and Circulation Management Plan shall also address specific procedures for coordination of event-related traffic operations with the LADOT Automated Traffic and Surveillance Control System (ATSAC) Control Center through the LADOT Special Events Division. Generally, the City's ATSAC system will adapt traffic signal operations to changing conditions. However, traffic control officers may be necessary for pedestrian safety to prevent pedestrians from obstructing vehicles making right turns.

(38) Design features shall be incorporated into the parking lots to be provided on the Olympic Properties and the Figueroa Properties and other pedestrian approaches to the Arena that will assist in controlling pedestrian traffic flows and avoiding pedestrian/vehicular conflicts on-site. Such measures shall include one or more of the following:

a. Provision of several clearly designated, well-lighted pedestrian walkways on each lot.

b. Signage, pavement markings, lighting and other design features to direct pedestrians to those walkways.

c. The use of physical barriers (e.g., low walls, landscaping), particularly around the perimeter of the parking lots, to direct pedestrians to specific exit locations that correspond to designated crosswalk locations on the adjacent streets.

(39) Provide guide signs for Arena-bound pedestrians approaching the site from the Pico Blue Line Metro station.

(40) To maximize pedestrian safety and capacity in the vicinity of the Sports and Entertainment Complex, existing crosswalks at the following locations shall be restriped to a width of 30 feet (which is considered to be the practical maximum width for crosswalks in the downtown area):

a. Georgia Street/11th Street

b. Figueroa Street/11th Street, (a new 30 foot crosswalk shall be added on the south leg of this intersection)

c. Figueroa Street/12th Street

d. Flower Street/Pico Boulevard.

Similarly, 30 foot-wide crosswalks shall be provided at the relocated intersection of Figueroa Street/12th Drive to accommodate pedestrian demand between the Arena and the Figueroa Properties parking lots. The crosswalks at the existing Figueroa Street/12th Street intersection shall also be widened to 30 feet at this signalized intersection.

(41) Provide an on-site bus passenger drop-off facility in order to eliminate the need for bus passengers to cross streets adjacent to the Arena Site. It is recommended that this activity continue to be accommodated on both sides of Gilbert Lindsay Drive, between the relocated 12th Drive and Pico Boulevard. Approximately 300 to 400 feet of curb space is available on each side of the street at that location, which would be sufficient to accommodate up to 12 to 18 full-size buses or 24 to 32 taxicabs.

(42) The Parking and Circulation Management Plan shall identify pedestrian routes between utilized major off-site parking facilities (defined as facilities containing 250 or more parking spaces) and the Sports and Entertainment Complex.

G. Hazardous Materials.

Construction. The following mitigation measures are required to reduce the potential impacts of the project to less than significant levels by ensuring that: (1) project demolition or construction does not occur prior to remediation of listed hazardous material/waste sites, sites of potential concern, or sites which exceed maximum regulatory requirements for hazardous materials; and (2) project demolition of any existing structures found to

contain asbestos or lead-based paint does not occur prior to appropriate stabilization and/or removal of such materials in accordance with applicable regulations.

(1) Further investigation by a registered environmental assessor of potential soil and/or groundwater contamination on each of the properties identified in Section IV.G. of the EIR (i.e., listed sites and sites of potential concern) shall be conducted prior to the issuance of grading permits for activity involving those properties. These investigations shall consider the extent of potential contamination at each property based upon: (1) the type of suspected contaminants; (2) the time of existence of the potential contaminant source; (3) the time since removal of the potential source; and (4) the total possible volume of the release. Any reasonably required remedial action recommended by a registered environmental assessor and approval by the cognizant regulatory agency for any contamination discovered during these investigations shall be fully implemented and documented.

(2) Removal of any asbestos-containing materials found in site structures shall be conducted in accordance with the requirements of South Coast Air Quality Management District Rule 1403. Specific requirements of Rule 1403 include:

a. Implementation of a thorough survey of the affected facility prior to issuance of permits for any demolition or renovation activity, including inspection, identification, and quantifying of all friable and certain non-friable asbestos-containing materials.

b. Surveys which include collection and analyzes of representative asbestos building material samples and quantification of these materials for asbestos abatement purposes prior to or during demolition.

c. Notification of the SCAQMD of the intent to demolish or renovate any facility at least ten days prior to commencing with the activity.

d. Removal of all asbestos-containing materials prior to any demolition or renovation activity that would break up, dislodge, or similarly disturb the material.

e. Use of prescribed procedures when removing asbestos-containing materials.

f. Placement of all collected asbestos-containing materials in leak-tight containers or wrapping.

g. Disposal of asbestos-containing materials as required by applicable regulations.

(3) Lead-based paint assessments of each existing structure on the Arena Site shall be conducted prior to issuance of permits for any demolition activity involving a particular structure. These assessments will include use of x-ray fluorescent technology to identify buildings with lead-based paint. Lead-based paint found in any buildings shall be removed and disposed of as a hazardous waste in accordance with all applicable regulations.

H. Noise.

Construction

(1) On-site construction activity that generates noise in excess of 75 DBA at a distance of 50 feet shall be limited to between 7:00 A.M. and 9:00 P.M. Monday through Friday and 8:00 A.M. and 6:00 P.M. on Saturdays, unless such hours are extended by the City.

(2) The Los Angeles Unified School District shall be provided with a construction schedule and shall be notified of the commencement of project construction. During construction, LAUSD shall also be notified of any planned lane closures in the vicinity of the project.

(3) All construction equipment shall be in proper operating condition and fitted with standard

factory silencing features.

(4) Sound blankets shall be used on all construction equipment for which use of sound blankets is technically feasible.

(5) If noise levels from construction activity are found to exceed 75 DBA at the property line of an adjacent property and construction equipment is left stationary and continuously operating for more than one day, a temporary noise barrier shall be erected between the noise source and receptor.

(6) All construction truck traffic shall be restricted to truck routes approved by the City of Los Angeles Department of Building and Safety, which shall avoid residential local streets.

(7) Haul routes shall be designed to minimize truck traffic passing by either the Los Angelitos Children's Center on 11th Street or the 10th Street Elementary School.

(8) Scheduling of all demolition of buildings using wrecking equipment in proximity to the Los Angeles Children's Center shall be considered for early morning or on Saturdays to reduce noise impacts when school is in session.

(9) Temporary construction noise barriers shall be erected between the construction site and West Hall and Petrie Hall facilities in coordination with the Convention Center, to minimize interior noise levels resulting from construction noise sources.

Operation

(10) Vehicles with activated car alarms that do not automatically shut off that are within a two block radius of the Sports and Entertainment Complex during an event or for one hour after an event shall be towed away, at the vehicle owner's expense, by an authorized towing company when directed by LAPD or LADOT traffic officers.

(11) Entrances and exits from parking lots in the

Olympic and Figueroa Properties parking areas shall be located to minimize impact on residential, motel, or hotel units.

(12) As part of the Parking and Circulation Management Plan prepared under Condition 5.F.(11) above, an operational traffic plan shall be implemented which minimizes the amount of project generated traffic passing by sensitive receptors by providing traffic control personnel to direct departing vehicles along corridors that will have the least impact on sensitive receptors in the area.

(13) A sound wall shall be constructed along the south edge of the southerly extension of the Figueroa Properties surface parking area (parallel to Pico Boulevard and adjoining Flower Street) to attenuate bus noise emanating from any bus staging area located within the Figueroa Properties.

I. Emergency Services.

FIRE. Development at the Sports and Entertainment Complex site shall comply with all applicable State and local codes and ordinances, and guidelines found in the Fire Protection and Prevention Plan, as well as the Safety Plan, both of which are elements of the General Plan of the City of Los Angeles. Intersection improvement measures shall be implemented as discussed in Section IV.F.1, Traffic, which will improve intersection traffic operations and thereby improve initial emergency response capabilities.

The following mitigation measures, recommended by the LAFD, would ensure compliance with all applicable code and ordinance requirements and minimize the demand for fire protection and emergency medical service:

(1) Definitive plans and specifications shall be submitted to the Los Angeles Fire Department ("LAFD") and requirements for necessary permits shall be satisfied prior to commencement of construction of any portion of the Sports and Entertainment Complex.

(2) Proposed roadway modifications shall be reviewed by the LAFD to assure adequate access to the Sports

and Entertainment Complex facilities and adjacent uses.

(3) Access for LAFD apparatus and personnel to and into all structures shall be required.

(4) Additional vehicular access may be required by the LAFD where buildings exceed 28 feet in height.

(5) The Applicant shall submit plans that show proposed access road(s) and turning area(s) for LAFD approval.

(6) On-site development shall conform to the standard street dimensions shown on Department of Public Works Standard Plan D-22549.

(7) Standard cut-corners will be used on all street corners to permit easy turning access for LAFD vehicles.

(8) During demolition, LAFD access will remain clear and unobstructed.

(9) The width of private roadways for general access use shall not be less than 20 feet clear to the sky.

(10) Fire lane width shall not be less than 20 feet. When a fire lane shall accommodate the operation of an LAFD aerial ladder apparatus or where fire hydrants are installed, those portions shall not be less than 28 feet in width.

(11) Fire lanes, where required, and dead ending streets shall terminate in a cul-de-sac or other approved turning area. No fire lane or dead ending street shall be greater than 700 feet in length or secondary access shall be required.

(12) To accommodate an LAFD apparatus, if necessary, the minimum outside radius of paved surface shall be 35 feet. An additional six feet of clear space shall be maintained beyond the outside radius to a vertical point 13 feet 6 inches above the paved surface of the roadway.

(13) No building shall be constructed more than 150 feet from the edge of a roadway of an improved street, access road, or designated fire lane.

(14) Adequate off-site public and on-site private fire hydrants may be required. Their number and location are to be determined after the LAFD's review of the Sports and Entertainment Complex's plot plan. The maximum distance between fire hydrants on roads and fire lanes in a regional commercial area is 300 feet.

(15) An Emergency Medical Response Plan shall be developed by the Applicant in consultation with the LAFD, outlining the first aid and medical services and the safety features to be provided by the Applicant during Arena events. The plan shall be subject to review by the LAFD, and any provisions pertaining to access shall be subject to approval by the LADOT. A copy of the Plan shall be provided to the LAFD.

(16) An Emergency Procedures Plan shall be established and implemented by the Applicant outlining employee guidelines and procedures in the event of fire, medical emergency, and other types of emergencies. The plan shall be subject to review by the LAFD, and any provisions pertaining to access shall be subject to approval by the LADOT. A copy of the Plan shall be provided to the LAFD.

(17) The Parking and Circulation Management Plan which addresses vehicle and pedestrian flows for Arena events (see Condition 5.F.(11) above) shall also identify measures for ensuring Fire Department access to the Sports and Entertainment Complex, parking lots, and the immediate vicinity during the post-event period.

POLICE

(18) Plot plans for all proposed development shall be submitted to the Los Angeles Police Department's Crime Prevention Section for review and comment. Security features subsequently recommended by the LAPD shall be implemented to the extent feasible.

(19) Building plans shall be filed with the LAPD Central Area Commanding Officer. Plans shall include access routes, floor plans, and any additional information that might facilitate prompt and efficient police response.

(20) Security features shall be provided on the construction site(s), such as guards, fencing, and locked entrances.

(21) Alarms and/or locked gates shall be installed on doorways providing public access to commercial facilities.

(22) Landscaping shall not be planted in a way that could provide cover for persons tampering with doors or windows of commercial facilities, or for persons lying in wait for pedestrians or parking lot users.

(23) Additional lighting shall be installed where appropriate, including on the Arena Site and in parking lots, as determined in consultation with the LAPD.

(24) Safety features shall be incorporated into project design to assure pedestrian safety, assist in controlling pedestrian traffic flows, and avoid pedestrian/vehicular conflicts on-site. Safety measures may include provision of security and traffic control personnel; clearly designated, well-lighted pedestrian walkways on-site; special street and pedestrian-level lighting; physical barriers (e.g., low walls, landscaping), particularly around the perimeter of the parking lots, to direct pedestrians to specific exit locations that correspond to designated crosswalk locations on adjacent streets; guide signs for pedestrians approaching the Sports and Entertainment Complex from the Pico Blue Line Metro station; and provision of an on-site bus passenger drop-off facility.

(25) A Security Plan shall be developed and implemented by the Applicant, in consultation with the LAPD, outlining the security services and features to be provided in conjunction with the proposed Sports

and Entertainment Complex. Security features may include but are not limited to the provision of a private on-site security force, implementation of a surveillance system, installation of locks and alarms on entryways where appropriate, security and parking lot lighting, "spotters" to survey parking lots, fencing around ground-level parking areas, City approval of all establishments selling or permitting alcohol through the issuance of CUPs, and maximum accessibility for emergency service personnel. The plan shall be reviewed by the LAPD, and any provisions pertaining to access shall be subject to review of the LADOT. A copy of the Plan shall be provided to the LAPD Central Area Commanding Officer. Additionally, the Security Plan shall be sufficiently flexible to be responsive to the type and size of event at the Arena.

(26) An Emergency Procedures Plan shall be established and implemented by the Applicant, outlining employee guidelines and procedures in the event of civil disturbance, evacuation, and other types of emergencies. The plan shall be subject to review by the LAPD, and any provisions pertaining to access shall be subject to review by the LADOT. A copy of the Plan shall be provided to the LAPD Central Area Commanding Officer.

(27) The Parking and Circulation Management Plan which addresses vehicle and pedestrian flows for Arena events (see Condition 5.F.(11) above) shall also identify measures for ensuring Police Department access to the Sports and Entertainment Complex, parking lots, and the immediate vicinity during the event, pre-event, and post-event periods. Traffic control personnel may be provided on adjacent roadways and in parking areas during Arena events and immediately preceding and following events to help prevent vehicles and pedestrians from obstructing emergency access.

(28) Space for a Los Angeles Police Department substation (approximately 1,600 square feet) shall be made available by the Applicant on the Sports and Entertainment Complex. Specific requirements and tenant improvements for the substation shall be the responsibility of the LAPD. The substation shall be equipped and operated by the LAPD.

J. Utilities.

WATER. The Los Angeles Sports and Entertainment Complex shall comply with all applicable sections of the City of Los Angeles Water Conservation Ordinances (Ordinance Nos. 163,532; 164,093; 165,004; 166,0890; and subsequent amendments). Specifically, no hose washing of roadways, paved parking areas, or walkways shall be allowed. Low flow toilets and plumbing fixtures that prevent water loss shall be installed, water leaks shall be repaired in a timely manner, and drinking water shall be served only upon request. In adherence to the City's Landscape Ordinance No. 170,978, plants selected for landscaping shall comply with xeriscape (drought-resistant, low maintenance) requirements. Finally, the Sports and Entertainment Complex shall comply with any additional mandatory City-imposed water use restrictions required as a result of drought conditions. Although development of the Sports and Entertainment Complex is not expected to produce significant impacts to water supply services, the following measures will ensure that water resources will be conserved:

(1) The occupants of the Sports and Entertainment Complex shall adhere to all applicable DWP rules and regulations. The DWP shall be consulted regarding feasible water conservation features which can be incorporated into the design of the project. All necessary infrastructure improvements shall be constructed to meet the requirements of the DWP.

(2) Automatic sprinkler systems shall be set to irrigate landscaping during morning or evening hours to reduce water losses from evaporation. Sprinklers shall be reset to water less often in cooler months and during the rainfall season so that water is not wasted by excessive landscape irrigation.

(3) The DWP shall conduct a flow test to determine whether the existing water system meets fire flow requirements imposed by the Fire Department for the Sports and Entertainment Complex. The Applicant shall undertake and complete those required improvements identified by the DWP as a result of the flow test.

SEWER. The Sports and Entertainment Complex is not expected to produce significant impacts to sewer service; however, compliance with City and State codes, ordinances, and permit requirements will ensure that wastewater generation will be reduced to the maximum extent feasible. Specifically, the Sports and Entertainment Complex shall comply with the following:

(4) The Applicant shall comply with the procedural requirements of City ordinances regulating connections to the City sewer system (e.g., Ordinance No. 166,060).

(5) All necessary infrastructure improvements shall be constructed to meet the requirements of the Department of Public Works.

(6) The Sports and Entertainment Complex shall comply with all provisions of Ordinance No. 162,532, which reduces water consumption levels, thereby restricting wastewater flows. Water saving devices to be installed shall include low flow toilets and plumbing fixtures that prevent water loss.

(7) The Applicant shall apply for and comply with all necessary permits, including Industrial Wastewater Discharge Permits, if required.

SOLID WASTE. The Sports and Entertainment Complex shall comply with all applicable City, County and State requirements regulating solid waste disposal, including the California Solid Waste Reuse and Recycling Access Act of 1991 which requires that adequate waste storage facilities be provided for the collection and storage of recyclable and green waste materials.

The Sports and Entertainment Complex is not expected to produce significant impacts to landfill capacity. Waste management practices shall be implemented during both construction and operation in order to reduce the quantity of solid waste generated. The following measures have been established to achieve waste reduction goals:

(8) Prior to the issuance of building permits, a recycling and resource recovery plan shall be prepared to coordinate resource conservation and

recycling for the Sports and Entertainment Complex. Prior to implementing the plan, it shall be reviewed and approved by the City of Los Angeles Department of Public Works, Integrated Solid Waste Management Division. The plan shall include the following:

a. A recycling program shall be designed to reduce the amount of solid waste going to landfills, in line with the City's goals and efforts towards a 50 percent waste reduction by the year 2000.

b. Measures for maximizing the recycling of demolition and construction debris, including a proposed layout for source separation of materials and recycling bins at the Sports and Entertainment Complex and utilization of prospective contractor(s) specializing in demolition and construction waste management.

c. Recycling bins and chutes shall be provided at appropriate locations to promote the recycling of paper, metal, glass, and other recyclable materials.

d. An education/outreach program for all employees of the Sports and Entertainment Complex shall be instituted to reduce the output of solid waste through recycling and reduction of waste at the source.

(9) Trash compaction facilities shall be provided in all occupied structures, where deemed feasible.

(10) Yard waste management techniques shall be incorporated into the maintenance of the Arena Site, including use of drought-tolerant plants and mulching or composting of regular landscape maintenance waste where appropriate.

K. Geologic and Seismic Hazards. The Los Angeles Sports and Entertainment Complex must comply with all applicable City of Los Angeles Building Code regulations with regard to seismic safety requirements and shall be approved by the City Department of Building and Safety prior to the issuance of building permits. Geotechnical

investigations shall be performed by a registered Geotechnical engineer. In addition, the following mitigation measures have been established for seismic hazards and oil field-related hazards potentially impacting future development on the Los Angeles Sports and Entertainment Complex site:

(1) A state-certified geologist shall review all excavations for evidence indicative of faulting, or seismically-induced ground deformation. If during grading, an active fault is determined to extend through the area, appropriate building setbacks from the fault line shall be established.

(2) Prior to foundation design, a geotechnical evaluation shall be prepared in compliance with applicable City and State standards and policies.

(3) To assist in response to a seismic event, an emergency response and building-specific evacuation plan for project structures shall be developed in coordination with the Los Angeles Fire Department prior to the Certificate of Occupancy being granted by the City of Los Angeles. Such information shall be disseminated to employees to reduce the potential for human injury.

(4) To assist in response to a seismic event, an emergency response and building-specific evacuation diagram for project structures shall be posted in each on-site building. Such signage shall be posted in appropriate locations to reduce the potential for human injury.

L. Architectural/Historic Resources.

(1) For those structures at 1029 Georgia Street, 1028 S. Bixel Street, and 1043 S. Bixel Street, that are demolished or relocated, a Historic Structures Report shall be prepared. This report will be archived at the Los Angeles Public Library, Community Redevelopment Agency, and University of California at Los Angeles. This report will document the significance of the building and its physical conditions, both historic and current, through site plans, historic maps, photographs, written data, and text, and include:

a. Written text documenting the architectural features and historic significance of the property, including biographies of the principal architect and owner, published references to the construction, and other bibliographic sources.

b. Photographic documentation noting all significant exterior elevations and interior features. Photographs should be 35 mm, black and white, and taken by a professional photographer familiar with the recordation of historic buildings, and prepared in a format consistent with Historic Architectural Building Survey (HABS) standards for field photography.

(2) The demolition of the three 5S1 structures shall be coordinated with construction of the Sports and Entertainment Complex; therefore, no 5S1 structure shall be demolished prior to issuance of building permits for the Arena.

(3) The three 5S1 structures at 1029 Georgia Street, 1028 South Bixel Street and 1043 South Bixel Street shall be offered for relocation. CRA shall work with interested parties in relocating any of the three structures to identify funding sources and potential receiver sites. Preference shall be given to relocation sites within the Adams Normandie 4321, Normandie 5, Pico Union I and Pico Union II Redevelopment Project Areas. The structures shall be advertised weekly in a newspaper of regional circulation for a period of not less than two weeks. If relocated, rehabilitation of these buildings should conform to the Secretary of the Interior's Standards and Guidelines for Rehabilitation of Historic Structures. Any responsible party selected by the CRA to relocate a 5S1 structure shall be offered by the Applicant an amount equal to the actual cost of relocation of that structure, provided that aggregate costs for the relocation of all of the 5S1 structures shall not exceed $75,000.

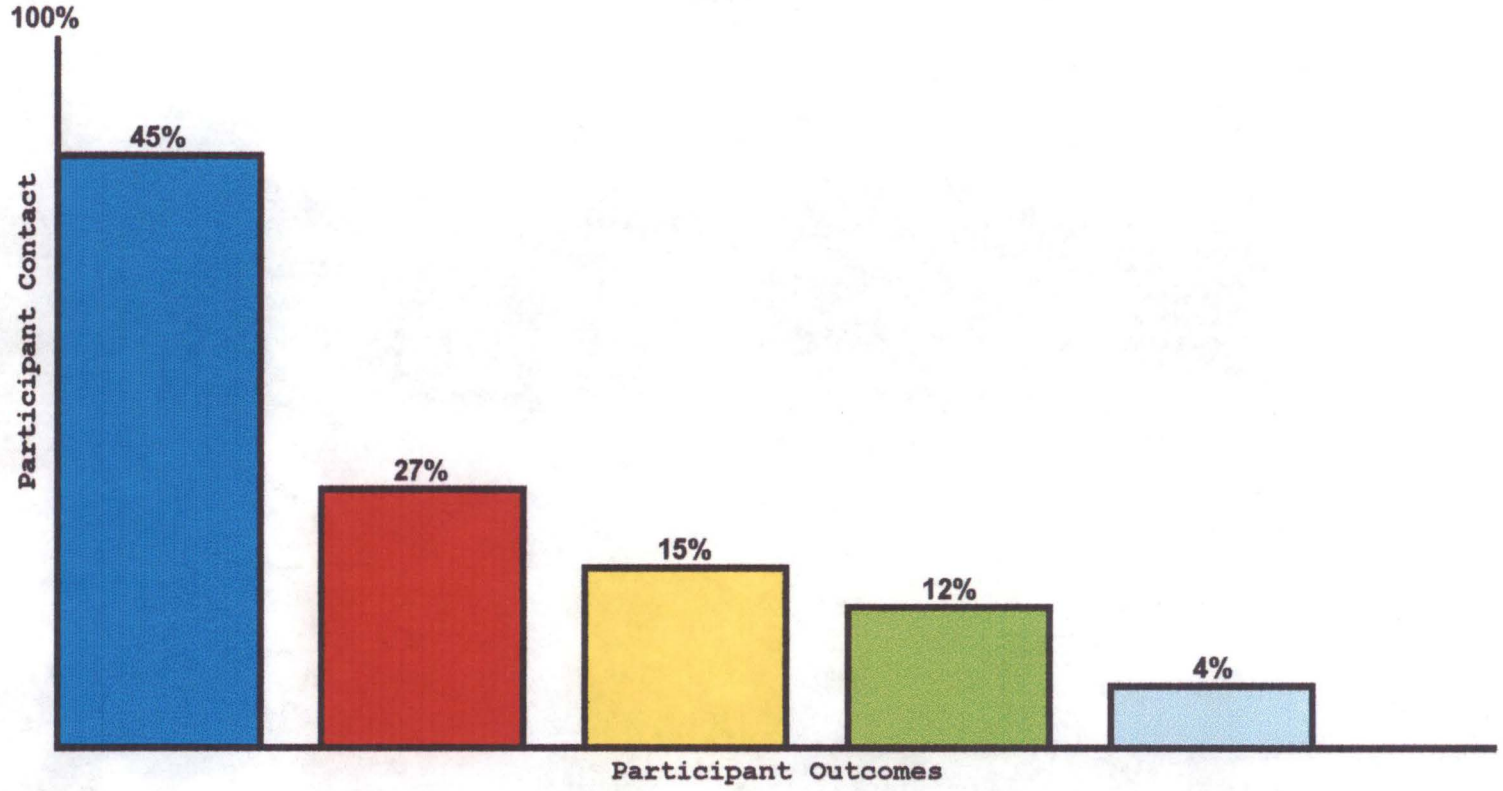
(4) In the event the Variety Arts Center is acquired, any rehabilitation or alteration of the building shall conform to the Secretary of the Interior's

Standards and Guidelines for Rehabilitation of Historic Structures.

(5) The fourteen 5S3 structures shall be offered for relocation. The structures shall be advertised weekly in a newspaper of regional circulation for a period of not less than two weeks. If relocated, rehabilitation of these buildings should conform to the Secretary of the Interior's Standards and Guidelines for Rehabilitation of Historic Structures. Any responsible party selected by the CRA to relocate a structure shall be offered an amount equal to the cost of demolition of that structure to defray the cost of relocation.

(6) Any 5S1 or 5S3 structure which will be demolished shall be offered for salvage by advertising weekly in a newspaper of regional circulation for a period of not less than two weeks.

OUTREACH ACTIVITY STATUS
AND
PLACEMENT
9-30-98



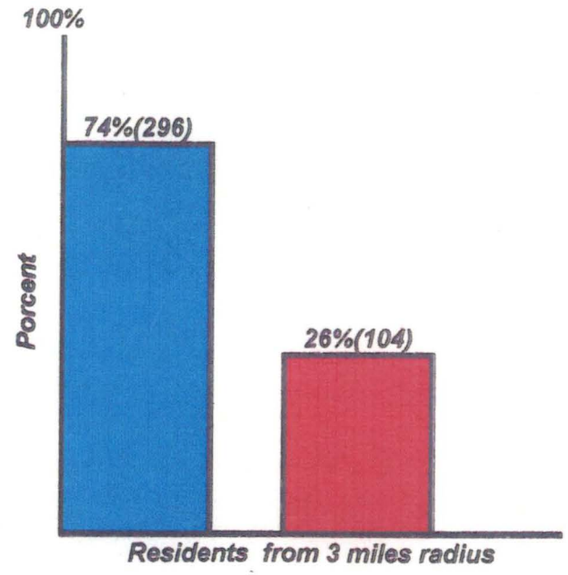
LEGEND

- Applications for Event Operations Jobs (179)
- Construction Placements at Staples (PCL) (104)
- Placed in other Industries by CSAC (57)
- JTPA Eligible Clients on Job Search with CSAC (45)
- Non-JTPA Referrals to Construction Training (13)

10-14-98
CDD handout

STAPLES ARENA
ACTIVITY
RESIDENT HIRES
9-30-98

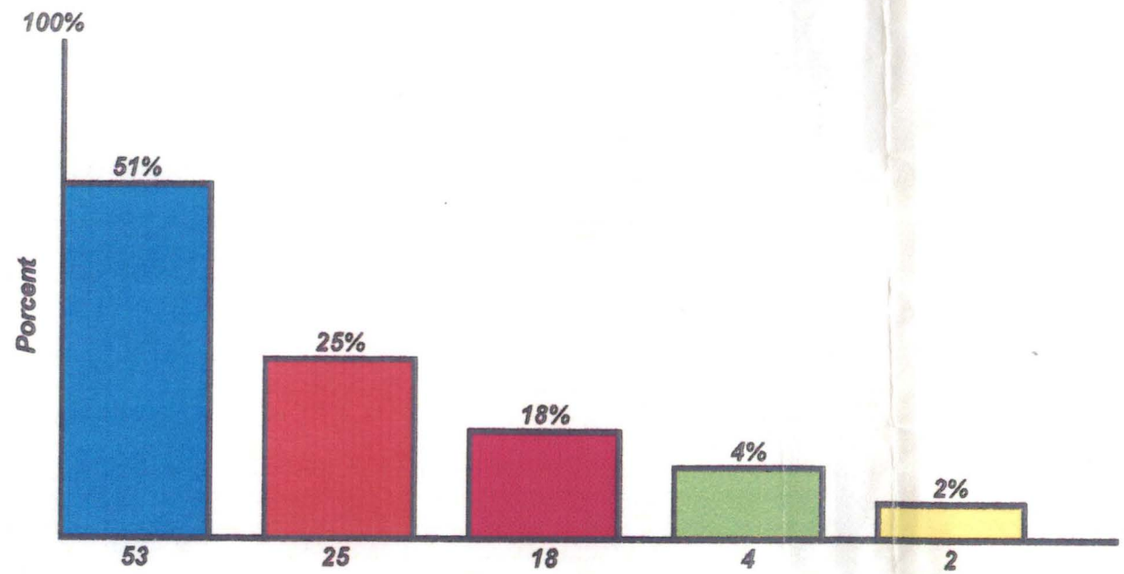
TOTAL WORKFORCE



LEGEND:

- PCL Contractor Non Resident Labor Force
- Resident Labor Force

ETHNIC BREAKDOWN



LEGEND:

- Latino Male (53)
- Black Male (25)
- White Male (18)
- Black Female (4)
- Latina female (2)

10-14-98
CDD handout

CITY COUNCIL CONDITIONS

Conditions added 10/21/97 by City Council, listed in Ad Hoc Committee on the Los Angeles Arena Proposal:

Paragraph 2.

(1) Submission of a Preliminary Parking and Transportation Plan by the Venture showing traffic circulation and parking;

(2) At Venture cost, provision of a study of wind effects at the Convention Center and, if called for, incorporation of feasible mitigation measures into the Arena design;

(3) At Venture cost, construct a northbound, one-way extension of Cherry Street within the Olympic Properties connecting 11th Street with Olympic Boulevard with the approval of the Department of Transportation.

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

Date: October 9, 1998

To: Councilmember Mike Hernandez, Chair
Ad Hoc Committee on the Los Angeles Arena Proposal

From: for Thomas M. Sivic
Frances T. Banerjee, General Manager
Department of Transportation

Subject: **PARKING AND CIRCULATION MANAGEMENT PLAN -- STATUS REPORT (CF - 1590 - S1)**

The Department of Transportation (LADOT) is assisting in the implementation of traffic mitigation measures for the Arena project. In addition to various off-site street improvements and mitigation measures, the Applicant is specifically required to:

Condition F (Page 19 of CPC Staff report)

.....to minimize construction and operational impacts [of the project].... the Applicant shall consult with a proposed Convention Center Coordinating Committee which shall be formed by the City of Los Angeles, CRA, LADOT and the Los Angeles Convention and Exhibition Center Authority

Condition 11 (Page 24 of CPC Staff report)

.....the Applicant shall, in consultation and coordination with the proposed Convention Center and Coordinating Committee, implement a Parking and Circulation Management Plan for the Sports and Entertainment Complex....

SUMMARY

Substantial work has been completed on the Parking Circulation Management Plan; but the completion of the plan has been delayed due to uncertainty of the parking program. While the Applicant indicates the Plan would be ready by the end of November, the detailed designs for installation of proposed electronic directional signs should begin by the first week of November to assure installation in time for the opening day. The B-permit off-site improvements appear to be on-schedule for completion by opening day.

ACCOMPLISHMENTS

1. Traffic Mitigation Measures

The Applicant is on or ahead of schedule in submitting B-Permit Plans for the various

off-site street improvements. LADOT is working with the applicant in a timely manner to finalize the plans. With respect to Figueroa Street improvements, LADOT has coordinated objectives of the Figueroa Transportation Corridor with the improvement plans.

2. Olympic Boulevard/11th Street Southbound Off-ramp from the Harbor Freeway

   In coordination with LADOT and Caltrans, the applicant has expended considerable effort to develop a consensus plan for the widening of the off-ramp. The applicant appears to be on schedule for construction of this improvement before opening day. In connection with this improvement, the applicant has been asked to include other improvements to 11th Street/Blaine Street and the Harbor Freeway Southbound On-ramp.

3. MTA Grant Application for South Park Traffic Management System

   In parallel to the arena traffic management system, the Department has executed an MOU with the Los Angeles County Metropolitan Transportation Authority in the amount of $2,357,000 for improved traffic controls in the South Park area of Downtown, which includes the Convention Center/Arena complex. MTA has agreed to include some of the additional roadway improvements noted above as part of the local match for the grant. In addition, the applicant has agreed to construct additional improvements to Pico Boulevard in support of the Flower Street/Pico Boulevard Blue Line Station enhancement program.

   Since the Applicant will actually construct some of the measures included in the grant application, it appears that it will be necessary to process a funding agreement between the City and the Applicant. The agreement, which is to cover issues such as construction responsibility, contractor selection, cost over-runs, reimbursement schedule, indemnifications and other standard specifications, is in the draft stage of preparation.

4. Parking Circulation and Management Plan (PCMP)

   There has been substantial activity in the preparation of the PCMP, including independent meetings with technical representatives of the Convention Center Coordinating Committee (together and independently). Completion of the plan has been delayed because of the uncertainty of the parking program. The Applicant indicates that since the parking program has been settled, the plan can be submitted to the Coordinating Committee by end of November.

   The agreed upon components of the Plan include:

   A. Roadway improvements which are in addition to the required mitigation program (e.g., Blaine Street, Cherry Street, Harbor Freeway S/B on ramp from 11th Street). The applicant is preparing B-permits for this work. Additional coordination with Caltrans is required.

B. Traffic Management System which includes trail-blazing signs (both electronic and static), ATCS (Adaptive Traffic Control System), Close Circuit TV, and HAR (Highway Advisory Radio). Preliminary design has begun on the trail blazing system and the ATCS. Detailed design must begin first week of November and the bid packages/specs need to be circulated for contract award before January 1999 to assure installation of the more complicated electronic guide signs by opening of the arena. The application for an FCC license for the HAR may be on a critical path to its implementation before opening day.

C. Inclusion of a Traffic Management Center in the construction plans. The site of the center has not been settled, again pending the finalization of the parking program.

D. Shuttle Bus Service is contemplated in the Plan, but no details have been discussed, again pending finalization of parking plans. The Applicant will be expected to submit a shuttle funding plan for City consideration.

LADOT and LAPD, based upon initial drafts of the Plan, have been preparing budget estimates for additional traffic control personnel under assumed attendance levels.

PLANNED ACTIVITIES

The following activities are planned for the next few months.

- Completion of B-Permit Plans
- Agreement between Applicant and City on pass-through of MTA funds
- Submittal of PCMP to Convention Center and Coordinating Committee

FURTHER QUESTIONS

Questions regarding the status of the PCMP may be addressed to Robert Takasaki (580-5209) or Allyn Rifkin (580-1195).

cc: Don Berges, LA Arena
Bill Mason, CRA
Chris Simon, Convention Center
Lt. Mike Moore, LAPD

adr a:staples

(1) Jose Renteria (F-5234)
1035 S. Bixel St.
Mr. Renteria was issued a Notice of Displacement which included three referrals to available, comparable replacement dwellings on August 26, 1998. Staff is currently assisting Mr. Renteria with locating four-(4) bedroom dwellings. Staff is hopeful that a replacement dwelling will be located so that a move can be completed by October 30, 1998.

(2) Jose Rodriguez (F-5237)
1037 ½ S. Bixel St.
Mr. Rodriguez was issued a Notice of Displacement which included three referrals to available, comparable replacement dwellings on August 26, 1998. He moved on October 8, 1998 to Parkside Apartments. Re-verification of income information was requested from Parkside on October 12, 1998. Claim will be finalized and processed upon receipt of this information from Parkside. The management company at Parkside will accept the displacee's portion of the rent until the claim is paid by the Agency.

(3) Esperanza Rodriguez (F-5236)
1037 S. Bixel St.
Ms. Rodriguez received a Notice of Displacement which included three referrals to available, comparable replacement dwellings on July 22, 1998. Her application is on hold at Parkside Apartments pending the resolution of problems she has with certain creditors. The Relocation Specialist will assist her in resolving credit problems to the satisfaction of the management at Parkside. Her claim will be processed once she has executed a lease at Parkside.

(4) Yatdira Arias (F-5312)
1035 ½ S. Bixel St.
Ms. Arias was issued a Notice of Displacement which included three referrals to available, comparable replacement dwellings on September 28, 1998. Ms. Arias found a displacement dwelling on October 12, 1998. Upon receipt of the lease agreement, an advance payment will be processed. The estimated moving date is October 30, 1998.

(5) Maria Casillas (F-5235)
1035 ¾ S. Bixel St.
Ms. Casillas was issued a Notice of Displacement which included three referrals to available, comparable

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CRA

replacement dwellings on August 4,1998. She received a partial advance payment to cover move-in costs. She plans to vacate her displacement dwelling by October 17, 1998. The balance of her Rental Assistance Payment will be delivered to her on October 14, 1998 prior to her move.

(6) Eufemia Villegas (F-5244)
1049 S. Bixel St.
Mrs. Villegas was issued a Notice of Displacement which included three referrals to available, comparable replacement dwellings on September 25, 1998. Staff continues to assist Mrs. Villegas with the search for a three-(3) bedroom dwelling. Staff anticipates locating a replacement dwelling so that a move can be completed by October 30, 1998. The claim will be processed once a relocation unit is identified.

(7) Thelma Lopez (F-5245)
1051 S. Bixel St.
Ms. Lopez was issued a Notice of Displacement which included three referrals to available, comparable replacement dwellings on September 25,1998. Staff continues to assist with the search for a three-(3) bedroom dwelling. Staff anticipates locating a replacement dwelling so that a move can be completed by October 30, 1998. Her claim will be processed once a replacement unit is located.

(8) Rutilio Morales (Hilda) (F-5242)
1043 S. Bixel St.
Mr. Morales was issued a Notice of Displacement which included three referrals to available, comparable replacement dwellings on September 25, 1998. He has received 20 referrals to comparable units. Staff is assisting Mr. Morales with the search for a single family house or a duplex. Relocation assistance will continue until a relocation unit has been located.

(9) Jose Sarabia (Gomez) (F-5254)
1028 S. Bixel St.
Mr. Sarabia was issued a Notice of Displacement which included three referrals to available, comparable replacement dwellings on September 10, 1998. An inspection of a replacement dwelling was conducted by the Relocation Specialist on September 24, 1998 (he intends to purchase his replacement dwelling). The Relocation Specialist contacted Mr. Sarabia on October 9, 1998 requesting escrow documentation and was informed that Mr. Sarabia is looking

for a co-signer for his loan. Mr. Sarabia's claim will be processed once his loan is approved by a qualified lender.

(10) Imelda Nunez (F-5252)
1024 S. Bixel St.
Ms. Nunez was issued a Notice of Displacement which included three referrals to available, comparable replacement dwellings on May 12, 1998. She moved on August 1, 1998 and was provided with a partial advance payment on August 5, 1998. The balance of Ms. Nunez's advance payment was paid on October 13, 1998.

(11) Miguel Solis (F-5247)
1024 S. Bixel St.
Mr. Solis was issued a Notice of Displacement which included three referrals to available, comparable replacement dwellings on July 22, 1998. Mr. Solis moved on August 1, 1998. The Relocation Specialist contacted the owner of the displacement unit and arranged for Mr. Solis to move in without paying any deposits. The landlord waived the payment of rent until the claim was be paid by the Agency which was paid on October 9, 1998.

	NAME	PROJECT ADRESS	CASE #	(NOD/CLAIM)	COMMENTS	CASE WORKER
1	Adelfo Medel	916 W.Olympic Blvd.#111	F-5324	CLAIM	Moved 8/1/98, Claim in system (10/22/98); tenant paying portion	RUBY
2	Adelina Salinas	924 W.Olympic Blvd.#17	F-5329	CLAIM	Escrow pending; Processing Claim (est. date 10/30/98)	VINCE
3	Agustin B. Herrera	1040 S. Georgia St. #2	F-5258	CLAIM	Moved 6/1/98 - PAID 7/16/98	RUBY
4	Alfredo Valle	1040 S. Georgia St. #7	F-5264	CLAIM	Moved 8/19/98,Proc.Claim (est. date 10/30/98)tenant paying portion	RUBY
5	Alfredo Zuniga	1019 S. Bixel St.	F-5393	CLAIM	Moved 4/28/98, PAID 6/29/98	RUBY
6	Ana Salguero	924 W. Olympic Blvd. #7	I-5317	CLAIM	Moved 8/23/98, Admin. Pymt 7/23/98, FMP in syst 10/22/98 (Sec8)	RUBY
7	Antioco Hernandez	1037 1/2 S. Bixel St.	F-5238	CLAIM	Moved 6/1/98, PAID 7/23/98	JOSE
8	Antonio Estrada	1040 S. Georgia St. #39	F-5308	CLAIM	Moved 6/18/98, PAID 7/23/98	RUBY
9	Antonio Fraijo	1043 1/2 Bixel St.	F-5243	NOD	Moved 8/1/98, Claim on hold - awaiting documentation	VINCE
10	Antonio Guerrero	916 W.Olympic Blvd.#302	F-5300	CLAIM	Moved 8/27/98, PAID 8/13/98, FMP 10/6/98	RUBY
11	Antonio Jurado	1015 S. Bixel St.	F-5226	CLAIM	Moved 6/17/98, PAID 8/13/98	HERNANDO
12	Araceli Martinez	1017 1/2 S. Bixel St.	F-5228	CLAIM	Move (est.10/22/98), escrow pending, PAID 9/22/98 (DPA)	HERNANDO
13	C.J. Daughtery	763 W. 10th Pl.	F-5270	CLAIM	Moved 6/1/98, PAID 5/29/98	JOSE
14	Carlos Gomez	1040 A. Georgia St. #4	I-5390	CLAIM	Move pending, Processing Claim (est. date 10/30/98)	HERNANDO
15	Cecilio Montero	1040 S. Geogia St. #28	F-5289	NOD	Applicant searching, Claim on hold - awaiting documentation	VINCE
16	Celis Rufino	916 W.Olympic Blvd.#201	I-5274	CLAIM	Moved 8/18/98,Admin. Pymt 7/23/98, On hold-awaiting doc (Sec 8)	HERNANDO
17	Ciro Munoz	1024 S. Bixel St.	F-5248	CLAIM	Moved 3/31/98, PAID 5/12/98	RUBY
18	Cristina Lucas	1040 S. Georgia St. #37	F-5306	CLAIM	Moved 6/16/98, PAID 8/13/98	VINCE
19	Demetri Avrami	763 W. 10th Pl. #5	I-5271	NOD	Moved 7/15/98, Claim on hold-awaiting doc	HERNANDO
20	Diego Gudino	924 W.Olympic Blvd.#12	F-5325	NOD	Negotiating offer to purchase townhouse (Vista Montoya)	VINCE
21	Dulces Puebla	1040 S. Georgia St. #20	F-5269	CLAIM	Moved 8/15/98, Admin.Pymt 7/23/98, FMP in syst 10/22/98 (Sec8)	RUBY
22	Eladia Dumas	1019 S. Bixel St.	F-5229	CLAIM	Moved 8/1/98, Paid 7/23/98	HERNANDO
23	Eliazar Ortega	916 W.Olympic Blvd.#101	F-5311	CLAIM	Moved 8/1/98, Claim in system 10/22/98	RUBY

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Submitted to Comte

		ADRESS			COMMENTS	CASE WORKER
24	Elidio Villasana	764 W. 10th Pl.	F-5290	NOD	Applicant searching, Claim on hold - awaiting documentation	HERNANDO
25	Eliseo Heron	763 W. 10th Pl. #1	F-5268	NOD	Applicant searching, Claim on hold - awaiting documentation	HERNANDO
26	Eloy Aquino	916 W.Olympic Blvd.#202	I-5276	CLAIM	Moved 8/1/98, Proc Claim (est. date 10/30/98);tenant paying portion	RUBY
27	Elsa Santos	1040 S. Georgia St.#26	F-5285	CLAIM	Moved 9/30/98, Processing Claim (est. date 10/30/98)	HERNANDO
28	Enrique Arias	924 W.Olympic Blvd.#4	F-5310	NOD	Applicant searching, Claim on hold - awaiting documentation	HERNANDO
29	Erika Martinez	1040 S. Georgia St. #25	F-5281	CLAIM	Moved 8/15/98,Admin.Pymt 7/23/98,Processing (est. date 10/30/98)	RUBY
30	Esperanza Ramirez	770 W. 10th Pl.	F-5294	NOD	Applicant searching, Claim on hold - awaiting documentation	HERNANDO
31	Esperanza Rodriguez	1037 S. Bixel St.	F-5236	NOD	Applied at Parkside; Claim on hold - awaiting documentation	HERNANDO
32	Esteban Ramirez	1039 S. Bixel St.	F-5240	CLAIM	Moved 3/31/98, PAID 5/28/98	RUBY
33	Eufemia Villegas	1049 Bixel St.	F-5244	NOD	Applicant searching, Claim on hold - awaiting documentation	VINCE
34	Eugenio Cardozo	1040 S. Georgia St. #32	F-5392	CLAIM	Moved 7/10/98, Claim in system 10/15/98	RUBY
35	Felicitas Ornelas	747 W. 10th Pl. #102	I-5424	CLAIM	Moved 7/1/98, PAID 9/11/98	JOSE
36	Francisco Gudino	1015 1/2 S. Bixel St.	F-5227	CLAIM	Moved 3/30/98, PAID 6/29/98	RUBY
37	Fredy Lucas	1040 S. Georgia St. #36	F-5391	CLAIM	Moved 6/16/98, PAID 8/4/98	VINCE
38	Gabriela Hernandez	1040 S. Georgia St. #29	F-5291	CLAIM	Moved 8/1/98, PAID 10/1/98	RUBY
39	Genoveba Rocha	1019 1/4 S. Bixel St.	F-5356	CLAIM	Moved 4/1/98, PAID 8/6/98	JOSE
40	Guadalupe Rubio	924 W. Olympic Blvd. #11	F-5323	CLAIM	Moved 8/16/98,Admin.Pymt7/23/98,awaiting doc (Sec 8) tenant paying portion	RUBY
41	Guillermo Paredes	768 W. 10th Place	F-5293	CLAIM	Moved 8/1/98, Processing Claim (est. date 10/22/98)	RUBY
42	Gumercindo Reyes	916 W.Olympic Blvd.#307	F-5305	CLAIM	Moved 8/8/98, PAID 10/1/98	VINCE
43	Herminio Ruano	1040 S. Georgia St. #1	F-5257	CLAIM	Moved 5/1/98, PAID 7/21/98	JOSE
44	Ignacio Gutierrez	1024 S. Bixel St.	F-5246	CLAIM	Moved 6/16/98, PAID 7/16/98	HERNANDO
45	Imelda Nunez	1024 S. Bixel St. #7	F-5252	CLAIM	Moved 8/1/98, Advanced Pymt 8/5/98, PAID 10/13/98	VINCE
46	Irene Castro	1040 S. Georgia St. #34	F-5388	CLAIM	Moved 10/14/98, Processing Claim (est. date 10/30/98)	RUBY

		ADRESS				CASE WORKER
47	Irene Solano	747 W. 10th Pl.	F-5265	CLAIM	Moved 8/1/98, Claim on hold - awaiting documentation	VINCE
48	Isidra Benitez	916 W.Olympic Blvd.#209	F-5288	CLAIM	Moved 7/1/98, PAID 6/29/98	VINCE
49	Isidra Alvarado	916 W.Olympic Blvd.#105	F-5315	CLAIM	Moved 8/1/98, Processing Claim (est.date 10/30/98)	RUBY
50	Isidro Leon	1040 S. Georgia St. #6	F-5266	CLAIM	Moved 5/10/98, PAID 8/6/98	JOSE
51	Joaquina Martinez	916 W.Olympic Blvd.#303	F-5335	CLAIM	Moved 8/1/98, PAID 7/23/98	RUBY
52	Jorge Calvario	916 W.Olympic Blvd.#211	F-5297	CLAIM	Moved 7/31/98, Advance Pymt 8/6/98, Claim in system 10/15/98	HERNANDO
53	Jorge Jimenez	1040 S. Gerogia St. #31	F-5298	CLAIM	Moved 10/11/98, PAID 9/22/98 (DPA)	HERNANDO
54	Jorge Salinas	924 W.Olympic Blvd.#15	F-5327	CLAIM	Escrow pending, Claim on hold - awaiting documentation	HERNANDO
55	Jose & Odilia Rodriguez	779 W. 10th Pl.	F-5279	CLAIM	Moved 8/31/98, PAID 7/28/98, FMP pending	SANDY
56	Jose Flores	772 W. 10th Pl.	F-5296	CLAIM	Move (est. date 10/15/98), Processing Claim (est. date 10/30/98)	VINCE
57	Jose Luis Zepeda	1024 S. Bixel St. #6	F-5251	CLAIM	Moved 6/16/98, PAID 6/23/98	VINCE
58	Jose Portillo	1024 Bixel St. #8	F-5253	CLAIM	Moved 8/1/98, Claim in system 10/15/98	VINCE
59	Jose Renteria	1035 Bixel St.	F-5234	NOD	Applicant searching, Claim on hold - awaiting documentation	VINCE
60	Jose Rodriguez	1037 1/4 S. Bixel St.	F-5237	CLAIM	Moved 10/6/98, Processing Claim (est. date 10/30/98)	RUBY
61	Jose Sarabia	1028 S. Bixel St.	F-5254	CLAIM	Escrow pending, Processing Claim (est. date 10/30/98)	RUBY
62	Juan A. Medel	916 W.Olympic Blvd.#107	F-5284	CLAIM	Moved 6/1/98, PAID 7/30/98	RUBY
63	Juan Ruiz	916 W.Olympic Blvd.#212	F-5299	CLAIM	Moved 10/7/98, Processing Claim (est. date 10/30/98)	VINCE
64	Justino Flores	747 W. 10th Pl.#305	F-5267	CLAIM	Move pending / Processing Claim (est. date 10/30/98)	HERNANDO
65	Lauro Medel	916 W.Olympic Blvd.#305	F-5302	CLAIM	Moved 6/1/98, PAID 8/13/98	RUBY
66	Leonicio Gonzales	924 W.Olympic Blvd. #9	F-5319	CLAIM	Moved8/14/98,Admin Pymt7/23/98,Proc.FMP(est.date10/30) Sec 8	HERNANDO
67	Loretta Lozano	747 W. 10th Pl. #104	F-5261	NOD	Applicant searching, Claim on hold - approved for Sec 8	HERNANDO
68	Lucia Ochoa	916 W.Olympic Blvd.#205	F-5280	CLAIM	Moved 10/11/98, Processing Claim (est. date 10/30/98)	HERNANDO
69	Luis Franco	1029 Gerogia St.	F-5255	NOD	Applicant searching, Claim on hold - awaiting documentation	VINCE

	NAME	PROJECT ADRESS	CASE #	(NOD/CLAIM)	COMMENTS	CASE WORKER
70	Luis Salgado	1024 S. Bixel St. #4	F-5249	CLAIM	Moved 8/1/98, Processing Claim (est. date 10/30/98) Sec 8	VINCE
71	Margarito Flores	916 W.Olympic Blvd.#108	F-5320	CLAIM	Moved 7/19/98, PAID 8/13/98	VINCE
72	Maria Casillas	1035 3/4 S. Bixel St.	F-5235	CLAIM	Move (est. date 10/17/98), Advance Pymt 10/9/98	HERNANDO
73	Maria Mostafa	924 W.Olympic Blvd. #6	F-5314	CLAIM	Moved 8/31/98, Claim in system 10/22/98	HERNANDO
74	M. Sarabia & C. Sorraza	1039 1/4 S. Bixel St.	F-5241	CLAIM	Moved 8/1/98, PAID 8/13/98	RUBY
75	Martha Gudino	924 W. Olympic Blvd. #10	F-5321	CLAIM	Moved 9/30/98, Processing Claim (est. date 10/30/98)	RUBY
76	Miguel A. Alas	762 W. 10th Pl.	F-5287	CLAIM	Moved 10/1/98, Processing Claim (est. date 10/30/98)	VINCE
77	Miguel Martinez	1019 1/4 S. Bixel St.	F-5231	CLAIM	Move & escrow pending, PAID 9/22/98 (DPA)	HERNANDO
78	Miguel Solis	1024 S. Bixel St. #2	F-5247	CLAIM	Moved 8/1/98, PAID 10/8/98	VINCE
79	Mirna Vega	924 W.Olympic Blvd.#3	F-5309	CLAIM	Moved 4/3/98, PAID 5/12/98	HERNANDO
80	Moises Ortega	1040 S. Georgia St. #8	F-5392	CLAIM	Moved 6/1/98, PAID 8/25/98	JOSE
81	Nicacia Solano	916 W.Olympic Blvd.#206	F-5283	CLAIM	Moved 10/11/98, Claim on hold - awaiting doc (Parkside)	HERNANDO
82	Oscar Quintanilla	1040 S. Gerogia St. #22	F-5275	NOD	Moved 8/14/98, Admin Pymt 7/23/98, Sec 8 approved 9/98	HERNANDO
83	Pablo Sanchez	916 W.Olympic Blvd.#204	F-5278	CLAIM	Moved 8/1/98, PAID 10/1/98	RUBY
84	Paula Rubio & Enrique Aria	916 W.Olympic Blvd.#210	F-5292	CLAIM	Moved 10/11/98, Claim on hold - awaiting documentation	HERNANDO
85	Pedro Martinez	1040 S. Georgia St. #35	F-5304	NOD	Applicant searching, Claim on hold - awaiting documentation	VINCE
86	Pedro Santos	1040 S. Georgia St. #24	I-5277	CLAIM	Moved 8/1/98, Processing Claim (est.date 10/22/98)	RUBY
87	Rachel Lozano	916 W. Olympic Blvd. #2	F-5307	CLAIM	Moved 5/13/98, PAID 8/6/98	RUBY
88	Rafael Ayala	1040 S. Gerogia St. #21	F-5306	CLAIM	Moved 8/1/98, PAID (DPA) 8/11/98, FMP 10/6/98	VINCE
89	Ramilio Morales	1035 Bixel St.	F-5232	NOD	Applicant searching, Claim on hold - awaiting documentation	VINCE
90	Rina Ascencio	1040 S. Georgia St. #5	F-5262	NOD	Moved 8/15/98, Admin Pymt 7/23/98, FMP in syst 10/22/98 (Sec8)	RUBY
91	Rocio Lucas	1040 S. Georgia St. #30	F-5295	CLAIM	Moved 6/18/98, PAID 8/6/98	RUBY
92	Rocio Martinez	916 W.Olympic Blvd.#306	F-5389	CLAIM	Escrow pending closure, Processing Claim (est. date 10/22/98)	VINCE

		PROJECT ADRESS	CASE #	(NOD/CLAIM)	COMMENTS	CASE WORKER
93	R. Reyna & I. Reyes	1040 S. Georgia St. #3	F-5259	CLAIM	Moved 10/7/98 - Processing Claim (est. date 10/30/98)	RUBY
94	Rutilo Morales	1043 Bixel St.	F-5242	NOD	Applicant searching, Claim on hold	HERNANDO
95	Sebastian Zuloaga	916 W. Olympic Blvd.#109	F-5322	CLAIM	Moved 6/13/98, PAID 7/21/98	VINCE
96	Silvia Zuniga	1017 S. Bixel St.	F-5416	CLAIM	Moved 6/8/98, PAID 6/29/98	RUBY
97	Teresa Urrutia	924 W. Olympic Blvd. #5	F-5357	CLAIM	Moved 8/19/98, Processing Claim (est. date 10/30/98)	RUBY
98	Thelma & Raul Lopez	1051 Bixel St.	F-5245	NOD	Applicant searching, Claim on hold - awaiting documentation	VINCE
99	Thomas Clements	747 W. 10th Pl #107	F-5263	CLAIM	Moved 3/2/98, PAID 4/30/98	JOSE
100	Vicente Vasquez	916 W.Olympic Blvd #112	F-5272	CLAIM	Moved 6/19/98, PAID 6/23/98	HERNANDO
101	Yatdira Arias	1035 1/4 Bixel St.	F-5312	NOD	Applicant searching, Claim on hold - awaiting documentation	VINCE

NAME	PROJECT ADRESS	CASE #	(NOD/CLAIM)	COMMENTS	CASE WORKER

TOTALS

Pending Cases

A payment issued to claimant

J. MICHAEL CAREY
City Clerk

When making inquiries relative to this matter refer to File No.

CITY OF LOS ANGELES
CALIFORNIA

Office of the
CITY CLERK
Council and Public Services
Room 615, City Hall
Los Angeles, CA 90012
Council File Information - (213) 485-5703
General Information - (213) 485-5705

96-1590-S1

RICHARD J. RIORDAN
MAYOR

PLACE IN FILES

JUN 2 2 1998

DEPUTY

CD 9

June 12, 1998

Council Member Walters
Board of Public Works
Bureau of Engineering,
cc: Real Estate Division
Planning Commission

Kirby Leung
Katz, Okitsu and Associates
1200 Corporate Center Drive
Suite 140
Monterey Park, CA 91754

RE: FIGUEROA STREET AND 11TH STREET - DEDICATION OF CITY-OWNED REAL PROPERTY AS PUBLIC SIDEWALK, STREET LIGHTING AND STREET TREE EASEMENTS

At the meeting of the Council held May 27, 1998, the following action was taken:

Attached report adopted	
" motion " ( )	
" resolution " ( )	
Ordinance adopted	X
Motion adopted to approve City Engineers report	X
" " " " " communication	
To the Mayor FORTHWITH	
Ordinance Number	172054
Publication date	6-16-98
Effective date	6-16-98
Mayor vetoed	
Mayor approved	6-05-98
Mayor failed to act - deemed approved	
Findings adopted	X
Negative Declaration adopted	
Categorically exempt	X
Generally exempt	
EIR certified	
Tract map approved for filing with the County Recorder	
Parcel map approved for filing with the County Recorder	

J. Michael Carey

City Clerk
crm

Recyclable and made from recycled waste.

Mayor's Time Stamp

RECEIVED
'98 MAY 29 P4:17
DEPUTY MAYOR

TIME LIMIT FILES
ORDINANCES

City Clerk's Time Stamp

RECEIVED
CITY CLERK'S OFFICE
98 MAY 29 PM 3:53
BY CITY CLERK
DEPUTY

COUNCIL FILE NUMBER 96-1590-S1 COUNCIL DISTRICT 9

COUNCIL APPROVAL DATE May 27, 1998 LAST DAY FOR MAYOR TO ACT JUN 08 1998

ORDINANCE TYPE: __ Ord of Intent __ Zoning __ Personnel X General

__ Improvement __ LAMC __ LAAC __ CU or Var Appeals - CPC No

SUBJECT MATTER: Finding that the public interest, convenience and necessity require that an easement for public sidewalk, street lighting and street tree easements on Figueroa Street and 11th Street be established as public easements of the City.

RECOMMENDATIONS:	APPROVED	DISAPPROVED
PLANNING COMMISSION		
DIRECTOR OF PLANNING		
CITY ATTORNEY	X	
CITY ADMINISTRATIVE OFFICER		
CITY ENGINEER	X	

DATE OF MAYOR APPROVAL, DEEMED APPROVED OR *VETO: JUN 05 1998
*VETOED ORDINANCES MUST BE ACCOMPANIED WITH OBJECTIONS IN WRITING PURSUANT TO CHARTER SEC. 29

(CITY CLERK USE ONLY PLEASE DO NOT WRITE BELOW THIS LINE)

DATE RECEIVED FROM MAYOR JUN 05 1998 ORDINANCE NO. 172054

DATE PUBLISHED JUN 16 1998 DATE POSTED _____ EFFECTIVE DATE JUN 16 1998

ORD OF INTENT: HEARING DATE _____ ASSESSMENT CONFIRMATION _____

shells\ordtime

ORDINANCE NO. 172054

An Ordinance dedicating, accepting and establishing certain real property owned by the City of Los Angeles as easements for public sidewalk, street lighting and street tree purposes lying on 11th Street and Figueroa Street.

THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

Section 1. The City Council of the City of Los Angeles finds that the public interest, convenience and necessity require that an easement for public sidewalk purposes over the following described real property owned by said City be, and the same is hereby, dedicated, accepted and established as a public sidewalk easement, of said City.

Those portions of Lots 1, 2 and 3, Tract No. 26185, as per map filed in Book 814, pages 66 to 69, inclusive, of Maps, in the office of the County Recorder of Los Angeles County; Lots 6 and 7, Kughen and Casteline's Subdivision of the Ward Tract, as per map recorded in Book 5, page 585, of Miscellaneous Records, in the office of said County Recorder; "UNNUMBERED LOT," Firestone Tract, as per map recorded in Book 184, page 7, of Maps, in the office of said County Recorder; Lots 24, 26 and 28, Kincades Tract, as per map recorded in Book 10, page 30, of Miscellaneous Records, in the office of said County Recorder; and a portion of 11th Street vacated by Resolution to Vacate No. 90-01558, recorded on August 16, 1990, as Document No. 90-1426183, of Official Records, in the office of said County Recorder, lying southeasterly and northwesterly of a line described as follows:

Commencing at the southeasterly terminus of that certain course shown as having a bearing and length of South 61°51'43" East 666.02 feet on the map of said Tract No. 26185; thence northwesterly along said course 16.06 feet to the TRUE POINT OF BEGINNING; thence South 28°08'17" West, 10.00 feet; thence South 61°51'43" East, 16.06 feet to the beginning of a tangent curve concave northerly, having a radius of 661.00 feet; thence southeasterly along said curve through a central angle of 7°19'55" an arc distance of 84.59 feet thence along a curve concave southerly having a radius of 5.00 feet along said curve through a central angle of 34°09'35" an arc distance of 2.98 feet to the beginning of a reverse curve having a radius of 45.00 feet; thence southerly along said curve through a central angle of 38°22'27" an arc distance of 30.14 feet to the beginning of a compound curve concave northerly having a radius of 671.00 feet; thence northeasterly along said curve through a central angle of 14°36'54" an arc distance of 171.16 feet; thence South 86°28'08" East, 289.42 feet to the beginning of a tangent curve concave northerly having a radius of 45.00 feet; thence easterly along said curve through a central angle of 36°52'11" an arc distance of 28.96 feet to the beginning of a reverse curve concave southerly having a radius of 5.00 feet; thence easterly along said curve through a central angle of 36°52'11" an arc distance of 3.22 feet; thence South 86°28'08" East, 16.68 feet to the beginning of a tangent curve concave southerly having a radius of 539.00 feet; thence easterly along said curve through a central angle of 13°44'28" an arc distance of 129.27 feet to beginning of a reverse curve concave southwesterly having a radius of 20.00 feet; thence southerly along said curve through a central angle of 110°25'20" an arc distance of 38.54 feet; thence South 37°41'37" West, 698.56 feet; thence North 52°18'22" East in a direct line to the southeasterly line of Lot 1 said Tract 28165.

Section 2. The City Council of the City of Los Angeles finds that the public interest, convenience and necessity require that an easement for public street lighting and street tree purposes over the following described real property owned by said City be, and the same is hereby, dedicated, maintained as an easement for street lighting and street tree purposes of said City.

Those portions of Lots 1 and 2, Tract No. 26185, as per map filed in Book 814, pages 66 to 69, inclusive, of Maps, in the office of the County Recorder of Los Angeles County; Lots 6 and 7, Kughen and Casteline's Subdivision of the Ward Tract, as per map recorded in Book 5, page 585, of Miscellaneous Records, in the office of said County Recorder; and a portion of 11th Street vacated by Resolution to Vacate No. 90-01558, recorded on August 16, 1990, as Document No. 90-1426183, of Official Records, in the office of said County Recorder, lying northerly of a line described as follows:

Commencing at the easterly terminus of that certain course shown as having a bearing and length of North 86°28'08" West 235.98 feet on the map of said Tract No. 28165; thence North 86°28'08" West 16.68 feet to the TRUE POINT OF BEGINNING; thence South 3°31'52" East, 10.00 feet to the beginning of a curve concave southerly, having a radius of 5.00 feet; thence southwesterly along said curve through a central angle of 36°52'11" an arc distance of 3.22 feet to the beginning of a reverse curve having a radius of 45.00 feet; thence westerly along said curve through a central angle of 36°52'11" an arc distance of 28.96 feet; thence North 86°28'00" West 289.42 feet to the beginning of a tangent curve concave northerly having a radius of 671.00 feet; thence westerly along said curve through a central angle of 14°36'54" an arc distance of 171.16 feet to the beginning of a compound curve concave northerly having a radius of 45.00 feet; thence westerly along said curve through a central angle of 38°22'27" an arc distance of 30.14 feet to the beginning of a reverse curve having a radius of 5.00 feet; thence westerly along said curve through a central angle of 34°09'35" an arc distance of 2.98 feet; thence North 32°28'29" West to that northeasterly line of said Lot 1.

Sec. 3. Pursuant to the provisions of Section 281 of the Charter of the City of Los Angeles, this ordinance shall become effective upon publication.

Description Approved

SAM L. FURUTA, City Engineer

by Linda J Arnold date April 23, 1998

Sec. .....The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of MAY 27 1998

J. MICHAEL CAREY, City Clerk,

By Maria Kostenecki, Deputy.

Approved JUN 05 1998

ACTING Mayor.

Approved as to Form and Legality

APR 29 1998

JAMES HAHN, City Attorney,

By LESLIE R. PINCHUK Deputy.

File No. 96-1590-S1

City Clerk Form 23

ACCELERATED REVIEW PROCESS - C

Office of the City Engineer

Los Angeles, California

To the Honorable Council

Of the City of Los Angeles MAY 05 1998

Honorable Members: C. D. No. 9

SUBJECT:

Figueroa Street and 11th Street - Dedication of City-owned Real Property as Public Sidewalk, Street Lighting and Street Tree Easements.

RECOMMENDATIONS:

A. That the City-owned Real property lying on Figueroa Street and 11th Street, shown colored red and green on Exhibit "A", be dedicated, accepted, and established, as public sidewalk, street lighting and street tree easements.

B. That the accompanying draft of Ordinance, effectuating such dedication, acceptance, and establishment, which has been approved as to form and legality by the City Attorney, be adopted.

C. That pursuant to Section 96.5(5) of the City Charter, the City Council finds that this dedication, acceptance, and establishment, of City-owned land as public sidewalk are in conformance with the purpose, intent, and provisions of the General Plan.

D. That the City Council finds that this project is exempt from the California Environmental Quality Act of 1970, pursuant to the categorical exemptions included in the City of Los Angeles Guidelines, under Article VII, Class 5(4).

E. That the Real Estate Section of the Development Services Division of the Bureau of Engineering record the Ordinance with the County Recorder.

F. That the Council File to be assigned to this project be forwarded to the Real Estate Section of the Development Services Division of the Bureau of Engineering for processing.

RECEIVED
CITY CLERK'S OFFICE
98 MAY -6 PM 2:48
CITY CLERK
BY_____ DEPUTY

G. That notification of the time and place of the City Council meeting to consider this request be sent to:

Kirby Leung
Katz, Okitsu and Associates
1200 Corporate Center Drive, Suite 140
Monterey Park, CA 91754

FISCAL IMPACT STATEMENT:

The processing and resulting action of this report will have minimal impact to the General Fund.

TRANSMITTALS:

1. Letter dated September 9, 1997 from Katz, Okitsu and Associates.

2. Exhibit "A", location map.

3. Exhibits "B" and "C", detail maps.

4. Draft of Ordinance, in duplicate.

5. Report dated November 25, 1997, from the Director of Planning.

DISCUSSION:

The petitioner, Katz, Okitsu and Associates, has requested that the City-owned property on Figueroa Street and 11th Street, shown colored red and green on Exhibit "A", be dedicated as public sidewalk, street lighting and street tree easements.

The dedication is necessary to provide a wider sidewalk, street lights and street trees for the new Staples Arena. A bus turnout is being constructed in this area.

The Director of Planning, on November 25, 1997, under City Plan Case No. 97-0337 PWA, approved the project and recommended that it be adopted.

ENVIRONMENTAL DETERMINATION:

This project is exempt from the California Environmental Quality Act of 1970, pursuant to the categorical exemptions included in the City's Environmental Guidelines under Article VII, Class 5(4).

Respectfully submitted,

for SAM L. FURUTA
City Engineer

GH/LA/gt
A:gtWP103

MO.

ADOPTED
TO APPROVE CITY ENGR REPT.
MAY 27 1998
LOS ANGELES CITY COUNCIL
CAT EXEMPT APPROVED
ORD; FINDINGS ADOPTED

HEARING

27-May-98 10:40:27 AM #6
ITEM(S)
Voting on Item(s): 14, [redacted], 16, 17, 18, 29, 30
Roll Call

ALARCON	Yes
ALATORRE	Yes
BERNSON	Yes
CHICK	Yes
FEUER	Yes
GALANTER	Yes
GOLDBERG	Yes
HERNANDEZ	Yes
HOLDEN	Absent
MISCIKOWSKI	Yes
RIDLEY-THOMAS	Yes
SVORINICH	Absent
WACHS	Yes
WALTERS	Yes
*FERRARO	Yes

Present: 13, Yes: 13 No: 0

30

File No. 96-1590-S1
CD 9

ACCELERATED PROCESSING DIRECT TO CITY COUNCIL - "C"

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

CATEGORICAL EXEMPTION, CITY ENGINEER REPORT and ORDINANCE relative to accepting an offer to dedicate public sidewalk, street lighting and street tree easements on Figueroa Street and 11th Street.

Recommendations for Council action:

1. FIND this project is categorically exempt from the California Environmental Quality Act of 1970 pursuant to Article VII, Class 5(4) of the City's Environmental Guidelines.

2. FIND this acceptance of the easement is in substantial conformance with the General Plan pursuant to Section 96.5(5) of the City Charter.

3. ADOPT the City Engineer report dated May 5, 1998, to accept the petitioner's offer to dedicate the public sidewalk, street lighting and street tree easements on Figueroa Street and 11th Street. Approved under CPC No. 97-0337 PWA.

4. AUTHORIZE the Board of Public Works to acquire this dedication.

5. PRESENT and ADOPT accompanying ORDINANCE finding that the public interest, convenience and necessity require that an easement for public sidewalk, street lighting and street tree easements on Figueroa Street and 11th Street be established as public easements of the City.

Fiscal Impact Statement: The City Engineer reports that processing this action will have minimal impact on the General Fund.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

COUNCIL CALENDAR SECTION PLEASE NOTE:

RETURN COUNCIL FILE TO CITY ENGINEER, REAL ESTATE DIVISION

COUNCIL DATE: MAY 27 1998

JCB
5/19/98

Original Ordinance CF JCB

calagend\961590.1

C

PUBLIC WORKS COMMITTEE
SUGGESTED NOTIFICATION OF COUNCIL ACTION

Council File No. _____

[X]	Petitioner/Communicant ~~[illegible]~~ Dan Calagna 9615901.MIC	
[X]	Council Member(s) 9	
[X]	Board of Public Works	(Mail Stop 465)
[ ]	Bureau of Accounting	(Mail Stop 470)
[ ]	Bureau of Contract Administration	(Mail Stop 480)
[X]	Bureau of Engineering	(Mail Stop 490)
[X]	Bureau of Engineering, Real Estate Division	(Mail Stop 515)
[ ]	Bureau of Sanitation	(Mail Stop 520)
[ ]	Bureau of Street Lighting	(Mail Stop 545)
[ ]	Bureau of Street Maintenance	(Mail Stop 550)
[ ]	City Attorney	(Mail Stop 140)
[ ]	Controller	(Mail Stop 183)
[ ]	City Administrative Officer	(Mail Stop 130)
[ ]	Office of the Mayor	(Mail Stop 370)
[ ]	Fire Department	(Mail Stop 250)
[X]	Planning Commission	
[ ]		
[ ]		
[ ]		

ORDINANCE NO.

An Ordinance dedicating, accepting and establishing certain real property owned by the City of Los Angeles as easements for public sidewalk, street lighting and street tree purposes lying on 11th Street and Figueroa Street.

THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

Section 1. The City Council of the City of Los Angeles finds that the public interest, convenience and necessity require that an easement for public sidewalk purposes over the following described real property owned by said City be, and the same is hereby, dedicated, accepted and established as a public sidewalk easement, of said City.

Those portions of Lots 1, 2 and 3, Tract No. 26185, as per map filed in Book 814, pages 66 to 69, inclusive, of Maps, in the office of the County Recorder of Los Angeles County; Lots 6 and 7, Kughen and Casteline's Subdivision of the Ward Tract, as per map recorded in Book 5, page 585, of Miscellaneous Records, in the office of said County Recorder; "UNNUMBERED LOT," Firestone Tract, as per map recorded in Book 184, page 7, of Maps, in the office of said County Recorder; Lots 24, 26 and 28, Kincades Tract, as per map recorded in Book 10, page 30, of Miscellaneous Records, in the office of said County Recorder; and a portion of 11th Street vacated by Resolution to Vacate No. 90-01558, recorded on August 16, 1990, as Document No. 90-1426183, of Official Records, in the office of said County Recorder, lying southeasterly and northwesterly of a line described as follows:

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Section 2. The City Council of the City of Los Angeles finds that the public interest, convenience and necessity require that an easement for public street lighting and street tree purposes over the following described real property owned by said City be, and the same is hereby, dedicated, maintained as an easement for street lighting and street tree purposes of said City.

Those portions of Lots 1 and 2, Tract No. 26185, as per map filed in Book 814, pages 66 to 69, inclusive, of Maps, in the office of the County Recorder of Los Angeles County; Lots 6 and 7, Kughen and Casteline's Subdivision of the Ward Tract, as per map recorded in Book 5, page 585, of Miscellaneous Records, in the office of said County Recorder; and a portion of 11th Street vacated by Resolution to Vacate No. 90-01558, recorded on August 16, 1990, as Document No. 90-1426183, of Official Records, in the office of said County Recorder, lying northerly of a line described as follows:

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Sec. 3. Pursuant to the provisions of Section 281 of the Charter of the City of Los Angeles, this ordinance shall become effective upon publication.

Description Approved

SAM L. FURUTA, City Engineer

by Linda J Arnold date April 23, 1998

Sec. 4 .....The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of.....

J. MICHAEL CAREY, City Clerk,

By.....,
Deputy.

Approved.....

.....,
Mayor.

Approved as to Form and Legality

APR 29 1998

.....
JAMES HAHN, City Attorney,

By.....
LESLIE R. PINCHUK Deputy.

File No.....

City Clerk Form 23

J. MICHAEL CAREY
City Clerk

When making inquiries relative to this matter refer to File No.

96-1590-S1

CITY OF LOS ANGELES
CALIFORNIA

RICHARD J. RIORDAN
MAYOR

Office of
CITY CLERK
Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
Council File Information - (213) 485-5703
General Information - (213) 485-5705

Pat Healy
Chief Legislative Assistant

May 19, 1998

TO WHOM IT MAY CONCERN:

The attached report has been scheduled for consideration by the Los Angeles City Council at 10:00 a.m. or shortly thereafter on May 28, 1998, in Room 300 Council Chambers, 200 North Main Street, Los Angeles, CA 90021. **PLEASE NOTE THE OLD CITY HALL IS NOW CLOSED FOR EARTHQUAKE RETROFIT AND REHABILITATION.** The new meeting location is in the former City Hall East building.

JC BURMAHLN

John C. Burmahln
Deputy City Clerk
(213) 485-5745

Recyclable and made from recycled waste.

Kirby Leung
Katz, Okitsu and Associates
1200 Corporate Center Drive
Suite 140
Monterey Park, CA 91754

calagend/9615901.ntc

COUNCIL FILE NO. 96-1590-S1 COUNCIL DISTRICT NO. 9

APPROVAL FOR ACCELERATED PROCESSING DIRECT TO CITY COUNCIL

The attached Council File may be processed directly to Council pursuant to the procedure approved June 26, 1990, (CF 83-1075-S1) without being referred to the Public Works Committee because the action on the file checked below is deemed to be routine and/or administrative in nature:

___ } A. Future Street Acceptance
___ } B. Quitclaim of Easement(s)
_X_ } C. Dedication of Easement(s)
___ } D. Release of Restriction(s)
___ } E. Request for Star in Hollywood Walk of Fame
___ } F. Brass Plaque(s) in San Pedro Sports Walk
___ } G. Resolution to Vacate or Ordinance submitted in response to Council action.
___ } H. Approval of plans/specifications submitted by Los Angeles County Flood Control District.

==========

APPROVAL/DISAPPROVAL FOR ACCELERATED PROCESSING:

	APPROVED	DISAPPROVED*	
1.			Council Office of the District
2.	RW		Public Works Committee Chairperson

** DISAPPROVED FILES WILL BE REFERRED TO THE PUBLIC WORKS COMMITTEE*

Please return to Council Index Section, Room 395 City Hall.

==========

City Clerk Processing:

Date MAY 19 1998 notices and report copy mailed to interested parties advising of Council date for this item.

Date MAY 27 1998 scheduled in Council.

==========

AFTER COUNCIL ACTION:

_____ } Send copy of adopted report to the Real Estate Division, Bureau of Engineering, for further processing.

_____ } Other _____

PLEASE DO NOT DETACH THIS APPROVAL SHEET FROM THE COUNCIL FILE

ACCELERATED REVIEW PROCESS - C

Office of the City Engineer

Los Angeles, California

To the Honorable Council

Of the City of Los Angeles MAY 05 1998

Honorable Members: C. D. No. 9

SUBJECT:

Figueroa Street and 11th Street - Dedication of City-owned Real Property as Public Sidewalk, Street Lighting and Street Tree Easements.

RECOMMENDATIONS:

A. That the City-owned Real property lying on Figueroa Street and 11th Street, shown colored red and green on Exhibit "A", be dedicated, accepted, and established, as public sidewalk, street lighting and street tree easements.

B. That the accompanying draft of Ordinance, effectuating such dedication, acceptance, and establishment, which has been approved as to form and legality by the City Attorney, be adopted.

C. That pursuant to Section 96.5(5) of the City Charter, the City Council finds that this dedication, acceptance, and establishment, of City-owned land as public sidewalk are in conformance with the purpose, intent, and provisions of the General Plan.

D. That the City Council finds that this project is exempt from the California Environmental Quality Act of 1970, pursuant to the categorical exemptions included in the City of Los Angeles Guidelines, under Article VII, Class 5(4).

E. That the Real Estate Section of the Development Services Division of the Bureau of Engineering record the Ordinance with the County Recorder.

F. That the Council File to be assigned to this project be forwarded to the Real Estate Section of the Development Services Division of the Bureau of Engineering for processing.

G. That notification of the time and place of the City Council meeting to consider this request be sent to:

Kirby Leung
Katz, Okitsu and Associates
1200 Corporate Center Drive, Suite 140
Monterey Park, CA 91754

FISCAL IMPACT STATEMENT:

The processing and resulting action of this report will have minimal impact to the General Fund.

TRANSMITTALS:

1. Letter dated September 9, 1997 from Katz, Okitsu and Associates.

2. Exhibit "A", location map.

3. Exhibits "B" and "C", detail maps.

4. Draft of Ordinance, in duplicate.

5. Report dated November 25, 1997, from the Director of Planning.

DISCUSSION:

The petitioner, Katz, Okitsu and Associates, has requested that the City-owned property on Figueroa Street and 11th Street, shown colored red and green on Exhibit "A", be dedicated as public sidewalk, street lighting and street tree easements.

The dedication is necessary to provide a wider sidewalk, street lights and street trees for the new Staples Arena. A bus turnout is being constructed in this area.

The Director of Planning, on November 25, 1997, under City Plan Case No. 97-0337 PWA, approved the project and recommended that it be adopted.

ENVIRONMENTAL DETERMINATION:

This project is exempt from the California Environmental Quality Act of 1970, pursuant to the categorical exemptions included in the City's Environmental Guidelines under Article VII, Class 5(4).

Respectfully submitted,

for SAM L. FURUTA
City Engineer

GH/LA/gt
A:gtWP103

FORM GEN. 160 (Rev. 6-80)

CITY OF LOS ANGELES

INTER-DEPARTMENTAL CORRESPONDENCE

RECEIVED
DEV SERVICES DIV.
98 MAR -5 AM 10:40

Sam L. Furuta
City Engineer
Bureau of Engineering
650 South Spring Street, Suite 200
Los Angeles, CA 90014

City Plan Case No. 97-0337-PWA
Council District 9
Central City Community Plan

Attention: Homer M. Morimoto, Division Engineer
Development Services Division
Bureau of Engineering

REQUEST-Dedication of City Owned Land as Public Street

Property Involved: Figueroa Street and 11th Street

FINDINGS

Environmental Status: Categorical Exemption in accordance with the City's CEQA Guidelines, Article VII, Class 5(4).

CHARTER SECTION 96.5(5) AND 97.6

This project is in conformance with the purposes, intent, and provisions of the City's General Plan by conforming to the Central City Community Plan, an element of the General Plan, in that objectives of the plan include developing Central City as a major Center of the Los Angeles Metropolitan region, creating a symbol of pride and identity which gives Central City a strong image as a major center of the Los Angeles region; and organizing growth and change, to reinforce viable functions, and to facilitate the renewal or rehabilitation of under-utilized areas. The dedication of city-owned land for public sidewalk purposes is required by the redesign of the area in order to construct the Los Angeles Sports and Entertainment Center.

The Central City Community Plan designates the site as Regional Center Commercial with a corresponding zone of C2-4D-O.

CHARTER SECTION 97.8

The project conforms with all other applicable portions of the General Plan and applicable Specific Plans.

RECOMMENDATION

Under the authority granted by the City Plan Case No. 13505-A, I approve the subject project and recommend that it be approved by the City Council.

Con Howe
Director of Planning

By:

Bob Rogers
Principal City Planner

11-25-97
Date

Approved by:

Alta Shigeta
Senior City Planner

Reviewed by:

Daniel Scott
City Planner

Prepared by:

Rula Sadik
City Planning Assistant

A:970337

Katz, Okitsu & Associates
1200 Corporate Center Drive, Suite 140
Monterey Park, CA 91754
(213) 260-4703
Fax: (213) 260-4705

RECEIVED
DEV SERVICES DIV.
97 SEP 11 AM 7:53

September 9, 1997

Ms. Linda Arnold
Development Services Division
634 S. Spring Street, Suite 400
Los Angeles, CA 90014-3910

RE: Request for Easements / Los Angeles Sports and Entertainment Center

Dear Ms. Arnold:

This is a request for you to start the easement process for our Los Angeles Sports and Entertainment Center Project and a follow up of our phone conversation of last week. Enclosed is the following:

- Exhibit A tying down the easement for sidewalk purposes.
- Exhibit B tying down the easement for street light purposes.

Also, you requested a work order number. However, the only number we were given is BD-001382 (the B permit design number).

If you have any questions, please contact me.

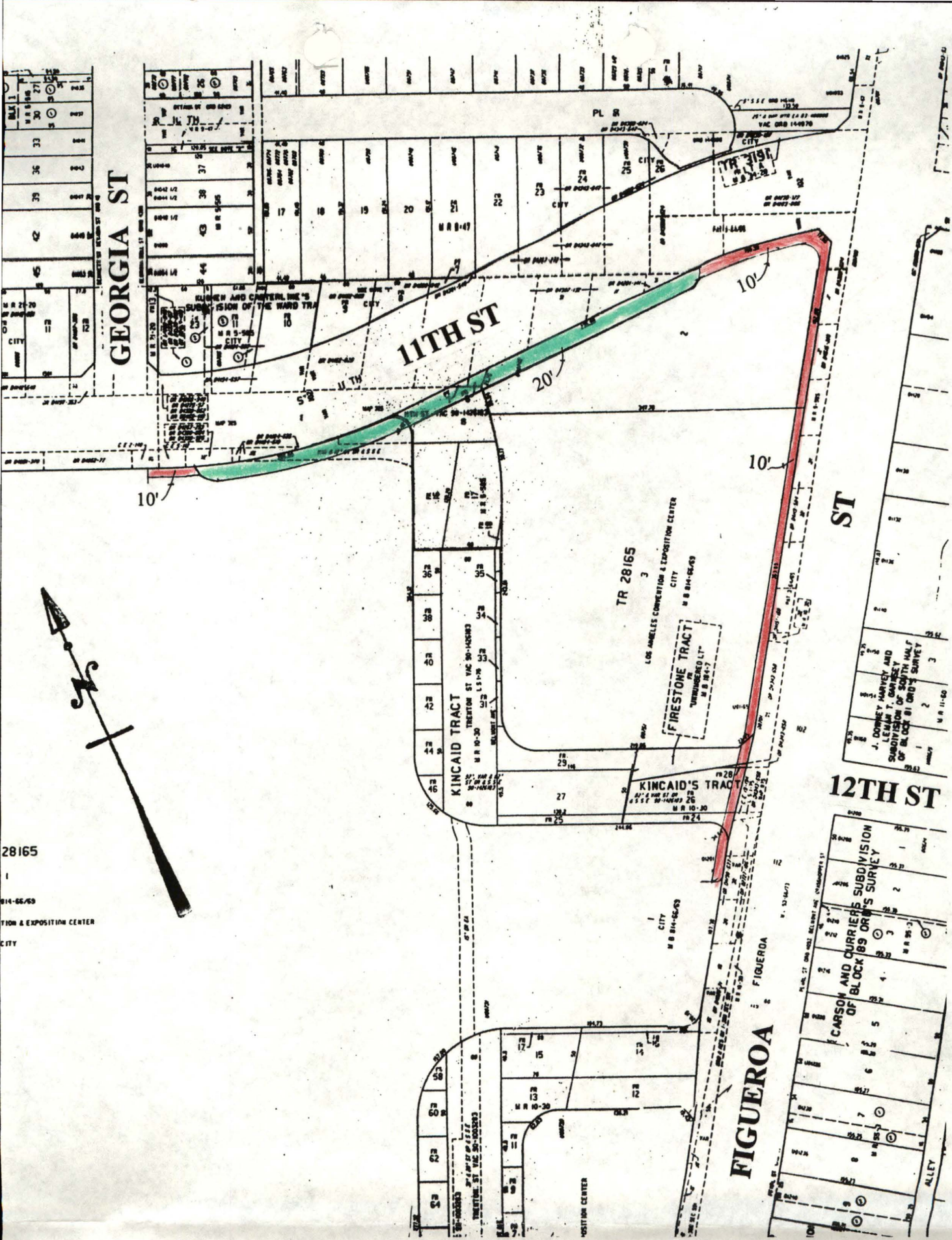
Yours truly,

Kirby Leung

Kirby Leung, P.E.

cc: Jon Ziegler

f:\koa\j97179\j97179x1.ltr



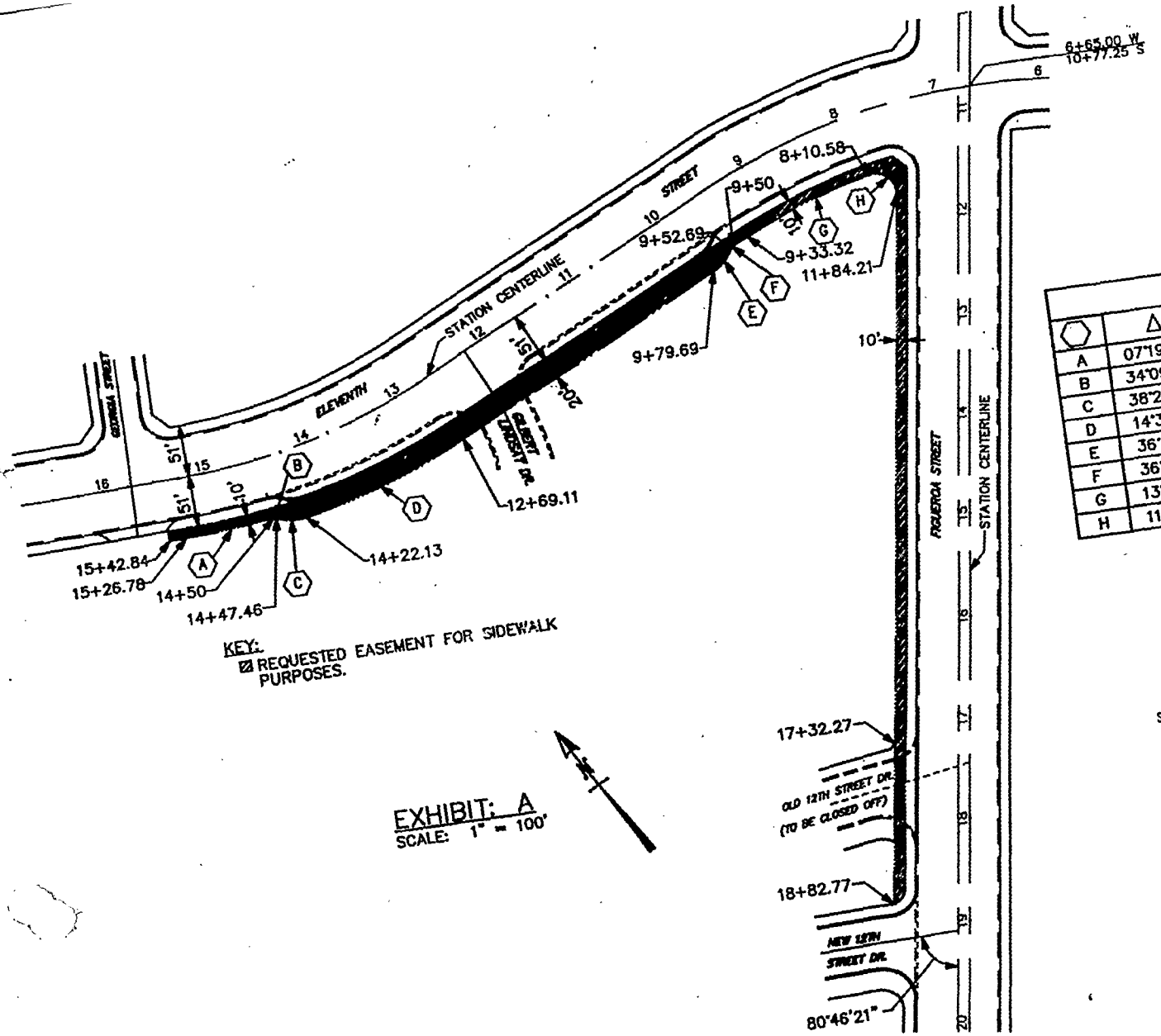
PUBLIC SIDEWALK ESMT

PUBLIC SIDEWALK, STREET TREE AND STREET LIGHTING ESMT

D. M. 127.5A 205, 127.5A207
T. G. 634D5
C. D. 9
INDEX MAP 516

DEPARTMENT OF PUBLIC WORKS
SAM L. FURUTA
CITY ENGINEER
EXHIBIT A

EXHIBIT "B"--PUBLIC SIDEWALK



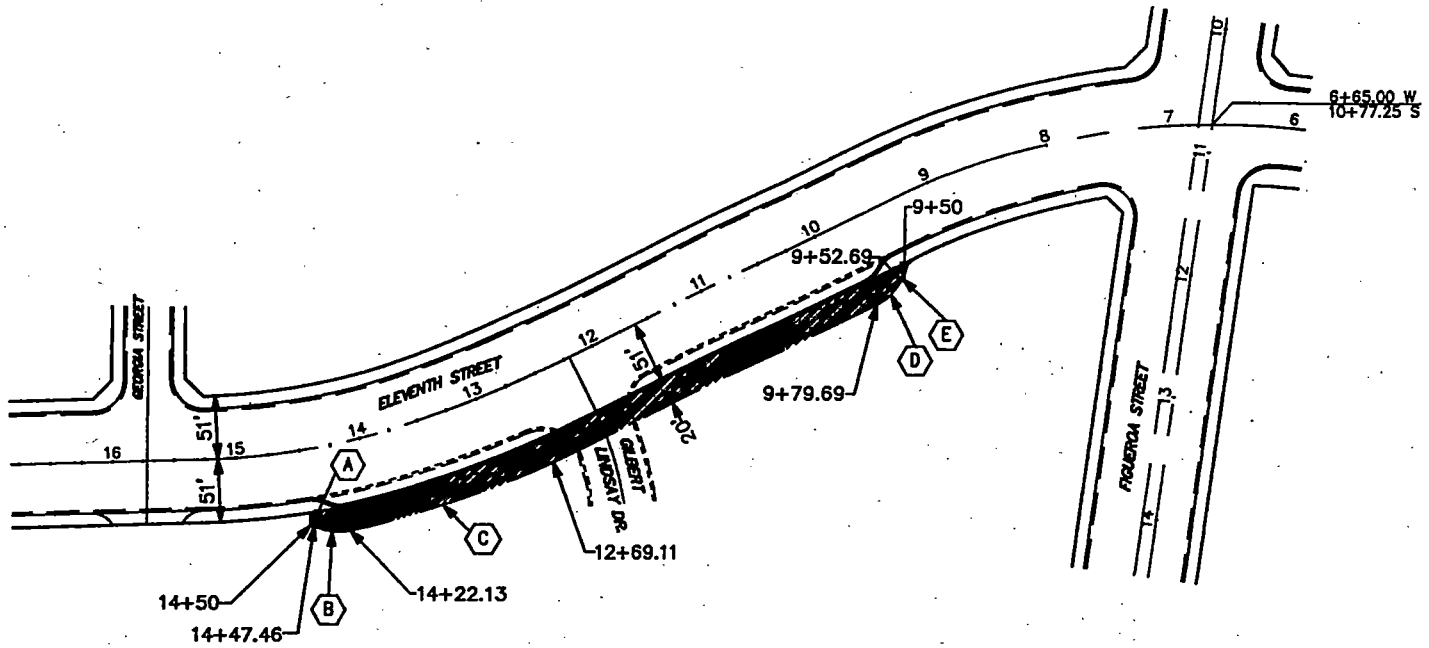
KEY:
☑ REQUESTED EASEMENT FOR SIDEWALK PURPOSES.

EXHIBIT: A
SCALE: 1" = 100'

CURVE DATA				
⬡	Δ	R	L	T
A	07°19'55"	661.00'	84.59'	42.35'
B	34°09'35"	5.00'	2.98'	1.54'
C	38°22'27"	45.00'	30.14'	15.66'
D	14°36'54"	671.00'	171.16'	86.05'
E	36°52'11"	45.00'	28.96'	15.00'
F	36°52'11"	5.00'	3.22'	1.67'
G	13°44'28"	539.00'	129.27'	64.95'
H	110°25'2"	20.00'	38.54'	28.79'

SEP 24 1997

EXHIBIT "C"--STREET TREE AND STREET LIGHTING ESMT



KEY:
▨ REQUESTED EASEMENT FOR STREET TREES AND STREET LIGHTING PURPOSES.

EXHIBIT: B
SCALE: 1" = 100'

CURVE DATA				
⬡	Δ	R	L	T
A	34°09'35"	5.00'	2.98'	1.54'
B	38°22'27"	45.00'	30.14'	15.66'
C	14°36'54"	671.00'	171.16'	86.05'
D	36°52'11"	45.00'	28.96'	15.00'
E	36°52'11"	5.00'	3.22'	1.67'

SEP 24 1997

and Lipman to cover costs to complete transactional work for the project.
Technical Actions:
8. ADOPT the accompanying Ord authorizing conveyance of the City parcels to the CRA and INSTRUCT GSD to prepare and execute Grant Deeds for the conveyance of the City parcels to the CRA.
9. AUTHORIZE the President of the City Council, or designee, to sign all documents and agreements related to this project on behalf of the City once all conditions precedent have been met.
10. AUTHORIZE the Agency, CAO and CLA, with assistance of the City Atty, to make adjustments or modifications to the approved documents consistent and in conformance with the project terms set forth in this report.
11. AUTHORIZE the CAO, CLA with assistance of the City Atty, to make determination that all initial closing conditions have been met in accordance with the Council action contained in this report.
12. INSTRUCT the City Clerk, with the assistance of the CAO and CLA as appropriate, to administer the GAP Funding Agreement.
3-23-98 - File to Mayor for signature and concurrence
3-26-98 - Mayor's message concurred in action of 3-20-98 (CNT9803)
4-3-98 - File to Ad Hoc Comt Clk OK
4-11-98 - File in files
4-14-98 - File to Alex Ocampo - CAO - 70593
4-24-98 - File in files
5-6-98 - For Ccl - City Eng - Req Ccl approval that the City owned real property lying on Figueroa Street and 11th Street be dedicated, accepted and established as public sidewalk, street lighting and street tree easements. that Ord effectuating such dedication, acceptance and establishments, be adopted.
5-12-98 - File to Walters - ACCELERATED PROCEDURE
5-13-98 - File to PW Comt Clk
5-27-98 - Mo ADOPTED to approve City Engineer rept - Cat Exempt Approved - Ord & Findings ADOPTED that the public interest, convenience and necessity require that an easement for public sidewalk, street lighting and street tree easements on Figueroa Street and 11th Street be established as public easements of the City
5-29-98 - File to Mayor for signature
6-16-98 - File to PW Comt Clk OK
6-22-98 - File in files
11-5-98 - For ref - City Atty R98-0347 - Req Ccl approve additional appropriation for contract of Brand, Farrar & Buxbaum, LLP and Irell & Manella for legal work on the Staples Center and FSPP v. City of Los Angeles
11-12-98 - Ref to B&F Comt
11-12-98 - File to B&F Comt Clk

ORD
171764 (Adopted 10-28-97; Effective 12-6-97)
171962 (Adopted 3-20-98; Effective 5-1-98)
172054 (Adopted 5-27-98; Effective 6-16-98)

Simple Search | Advanced Search

Retrieval software: DB/Text *WebPublisher*, provided by INMAGIC

specified in the DDA have been met.
21. REQUEST the City Atty to draft an ord to permit the signage in accordance with the approve signage criteria for the project - Ord over one week to 10-28-97.
10-21-97 - Mo - Hernandez Mover 1997 - Alatorre - *ADOPTED - MOVE that Item No 11 on today's agenda, relative to the Ad Hoc Comt on the Los Angeles Arena report, be amended to provide additional legal services funding associated with the protracted negotiations, complexity of the deal, and the preparation of agreements to implement the Arena Project, as follows:
1. AMEND Rec 15C of the Ad Hoc Comt rept by providing $100,000 rather than $80,000 for the contract with the law firm of Goldfarb & Lipman.
2. TRANSFER $400,000 within existing funds, and AUTHOIZE the Office of the City Attornye to execute contract amendments to provide additional legal services funding for the firms of Brand, Farrar, Dziubla, Freilich & Kolstad; Orrick, Herrington & Suttcliffe; and Gibson, Dunn & Crutcher, as follows:
From: Liability Claims Fund 100, Liability Claims Over $100,000, Acct No 9770 - $400,000
To: Office of the City Attorney, Dept No 12, Litigation Travel & Expense Acct No 4200 - $400,000.
10-21-97 - Verbal Motion - Svorinich, Jr Mover 1997 - Ridley-Thomas - *ADOPTED **as amended - HEREBY MOVE that the report of the Ad Hoc Comt on the Los Angeles Arena Proposal on today's Council Agenda (Item 11) relative to the construction, operation and maintenance of a sports and entertainment complex, be amended to add the following technical recommendation, upon the advise of the City Atty relative to a "Revised Board Memorandum" of the CRA:
INCORPORATE the revised Findings adopted by the CRA Board on 10-16-97, attached to file, relating to the effect of the proposed Los Angeles Sports and Entertainment Complex on the im plemention of the Central Business District Redevelopment Project; **and FURTHER, to include the Findings of the CRA Board as separate Findings on the effect of the Arena project on the Pico Union I & II Redevelopment Projects - (Hernandez Mover 1997 - Svorinich, Jr).
10-28-97 - Ord ADOPTED
10-29-97 - File to Mayor for signature
11-5-97 - File to G Elias - Housing - x77597
11-10-97 - File to Ad Hoc Comt on the Los Angeles Arena Proposal Comt Clk OK
11-12-97 - File in files
3-17-98 - For Ccl - CLA/CAO - Req Ccl consider rept from CLA regarding Staples Center at the Los Angeles Convention Center
3-17 09 - Ref to Ad Hoc Comt on the Los Angeles Arena Proposal
3-17-98 - File to Ad Hoc Comt Clk
3-17-98 - File to Ad Hoc Comt Clk on the Los Angeles Arena Proposal per req
3-20-98 - Ad Hoc Comt rept ADOPTED:
Relative to Financing:
1. ADOPT the accompanying Resol authorizing amendments to the existing bond documents to release the North Hall and related sites for the Arena and release a portion of the cash held in the Debt Service Reserve Fund for Arena-related uses.
2. ADOPT the accompanying Resol approving the new financing documents and authorizing the issuance of new bonds for the Arena.
3. AUTHORIZE the execution of the amendments to the Joint Powers Agreement between the City and the County relative to the Convention and Exhibition Center Authority.
4. INSTRUCT and AUTHORIZE the Controller to issue a warrant in the amt of $12 million from the Capital Finance Administration Fund No 100/53 payable to First Trust of California, National Association immediately upon closing, to be reimbursed from bond proceeds.
Relative to the Jobs Incentive Allowance Agreement:
5. AUTHORIZE execution of the Jobs Incentive Allowance Agreement substantially as contained on the Council file.
Relative to Legal Services Contract Amendments:
6. TRANSFER, subj to approval of the Mayor, $300,000 within existing funds and AUTHORIZE the Office of the City Attorney to execute amendments to legal services contracts with Brand Farrar & Buxbaum (formerly known and Brand Farrar, Dziubia, Freilich & Kolstad); Orrick Herrington & Sutcliffe; and Gibson Dunn & Crutcher, as follows:
From: Liability Claims Fund 100 Liability Claims over $100,000, Acct No 9770 - ($300,000)
To: Office of the City Attorney, Department No 12 Litigation Travel and Expense Account No 4200 - $300,000.
7. APPROVE, subj to approval of CRA Board, a $75,000 increase in the legal services contract with the law firm of Goldfarb

96-1590-S1

ORDINANCE NO. 171962

An ordinance authorizing the conveyance by Grant Deed to the Community Redevelopment Agency of the City of Los Angeles ("CRA") certain City-owned real property as set forth in the Disposition and Development Agreement of October 31, 1997 by and among the CRA, the City of Los Angeles and the L.A. Arena Development Company, LLC.

THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

Section 1. The Council of the City of Los Angeles hereby finds and determines:

That the following described real property owned by the City of Los Angeles is no longer required for the use of the City and that the public interest and necessity require the conveyance by Grant Deed to the Community Redevelopment Agency of the City of Los Angeles ("CRA") in accordance with the Disposition and Development Agreement ("DDA") entered into between the City of Los Angeles, the CRA and the L.A. Arena Development Company, LLC dated as of October 31, 1997, and Health and Safety Code section 33220, for subsequent conveyance to the L.A. Arena Development Company or its successors or assignees for the Los Angeles Arena Project as more fully set forth in the DDA, without notice of sale, or advertisement for bids and in accordance with the provisions of section 393 of the City Charter of the City of Los Angeles and Division 7, Chapter 1, Article 4 of the Los Angeles Administrative Code.

Said real property, as shown in the attached map which is Exhibit 4C to the DDA, is located in the City of Los Angeles, County of Los Angeles, and is described in the following documents recorded in the Official Records of Los Angeles County, California:

Grant Deed recorded as Document No. 430 on September 24, 1968 (Book D4141, Page 272);

Grant Deed recorded as Document No. 394 on July 5, 1968;

Judgment and Final Order of Condemnation recorded as Document No. 3331 on January 31, 1969 (Parcel No. 104R);

Judgment and Final Order of Condemnation recorded as Document No. 3573 on October 1, 1968 (Parcel No. 102R);

Grant Deed recorded as Document No. 298 on December 10, 1968 (Book D4142, Page 651);

Grant Deed recorded as Document No. 430 on September 25, 1968;

Judgment and Final Order of Condemnation recorded as Document No. 3169 on October 4, 1968 (Parcel No. 106R);

Grant Deed recorded as Document No. 335 on November 18, 1968;

Judgment and Final Order of Condemnation recorded as Document No. 2621 on October 14, 1968 (Parcel No. 111R);

Judgment and Final Order of Condemnation recorded as Document No. 3167 on October 4, 1968 (Parcel No. 110R);

Judgment and Final Order of Condemnation recorded as Document No. 2064 on February 19, 1969 (Parcel No. 118R);

Judgment and Final Order of Condemnation recorded as Document No. 3084 on March 27, 1969 (Parcel No. 109R);

Property obtained pursuant to Street Vacation Ordinance No. 144,970 recorded as Document No. 2980 on August 30, 1973;

Judgment and Final Order of Condemnation recorded as Document No. 3082 on March 27, 1969 (Parcel No. 112R and 113R);

Judgment and Final Order of Condemnation recorded as Document No. 3230 on April 18, 1969 (Parcel No. 119R); and

(1)

nent and Final Order of Condemnation rec d as Document No. 3171 on April 25, 1969 (Parcel No. 117R).

SUBJECT to covenants, conditions, restrictions, reservations, easements, rights and right of way of record including, without limitation, street easements and utility easements, and excepting and reserving street and utility easements on and over any adjacent streets, including, but not limited to, 10th Place, Georgia Street, Bixel Street, Byram Street, Figueroa Street and 11th Street.

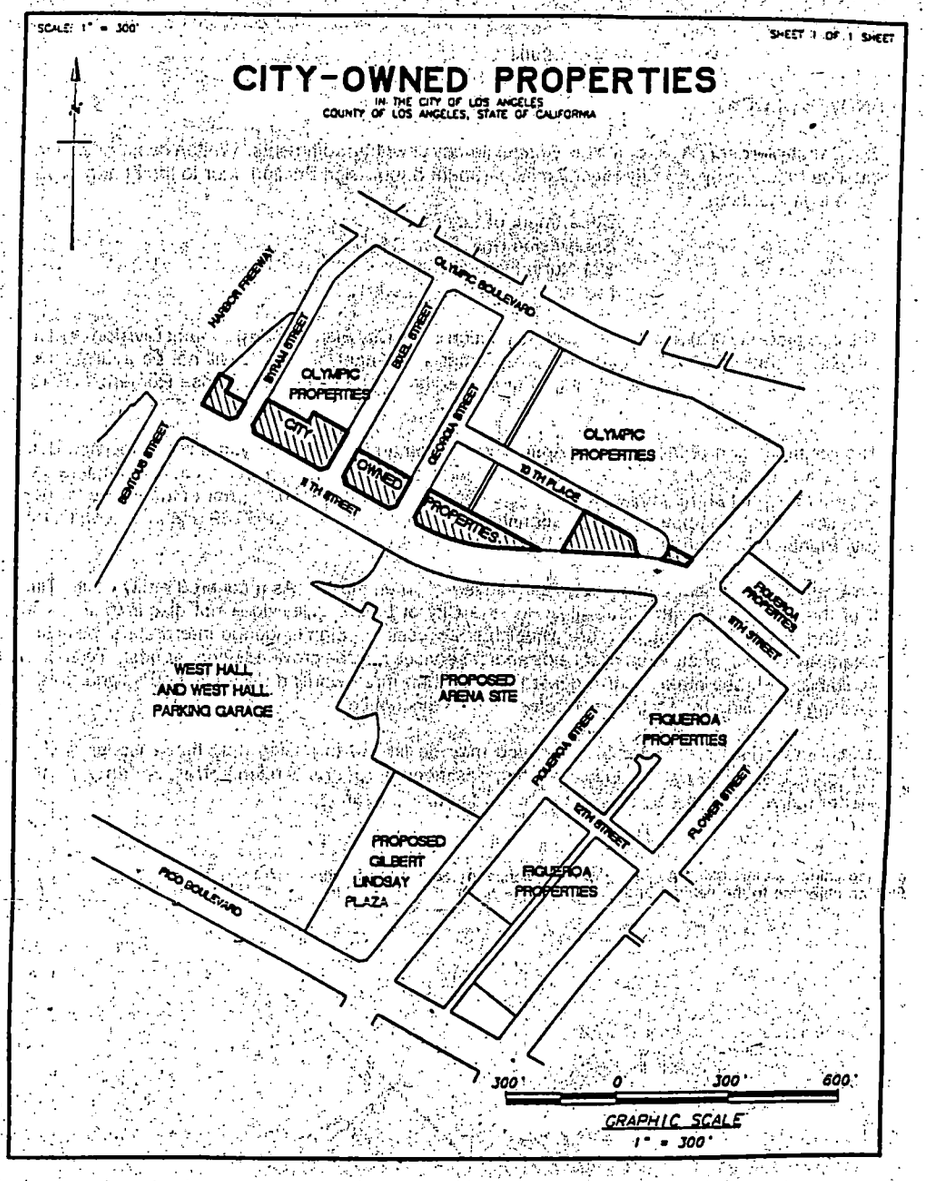
EXCEPTING AND RESERVING unto the City of Los Angeles all oil, gas, water and mineral rights now vested in the City of Los Angeles without, however, the right to use the surface of said land or any portion thereof to a depth of

500 feet below the surface, for the extraction of such oil, gas, water and minerals.

Sec. 2. The conveyance shall be a transfer of property at no cost to the CRA as permitted by Health and Safety Code section 33220, and shall be subject to a conveyance to the L.A. Arena Development Company or its successors or assignees as set forth in the DDA. Escrow for these properties shall be opened as set forth in the DDA.

Sec. 3. The General Manager of the Department of General Services, with the assistance of the Bureau of Engineering and the City Attorney, is hereby authorized and directed to prepare the necessary Grant Deeds pursuant to the terms of this Ordinance and the DDA.

Sec. 4. The President of the City Council of the City of Los Angeles in the name of and on behalf of said City is hereby authorized and directed to make and execute Grant Deeds to said real properties described in Section 1 of this Ordinance to the CRA and the City Clerk of the City of Los Angeles is hereby authorized and directed to attest hereto and to affix the City Seal.



(2)
171962

Sec. 5. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, by a vote of not less than two-thirds of all of its members, at its meeting of MAR 20 1998.

J. MICHAEL CAREY, City Clerk

By _____ Deputy

Approved MAR 26 1998

_____ ACTING Mayor

Approved as to Form and Legality

MAR 18 1998

James K. Hahn, City Attorney

By _____
PATRICIA V. TUBERT
Sr. Assistant City Attorney

File No. C.F. 96-1590-S1

CN466222 171962 Mar 31, 1998

(3)
171962

FILE NO. 96-1590-S1

TO THE COUNCIL OF THE
CITY OF LOS ANGELES

Your AD HOC COMMITTEE ON THE LOS ANGELES ARENA PROPOSAL

reports as follows:

	Yes	No
Public Comments	XX	

AD HOC COMMITTEE ON THE LOS ANGELES ARENA PROPOSAL REPORT, RESOLUTIONS and ORDINANCE relative to the Staples Center at the Los Angeles Convention Center.

Recommendations for Council action, as recommended by the City Administrative Officer (CAO) and the Chief Legislative Analyst (CLA):

Relative to Financing:

1. ADOPT the accompanying RESOLUTION authorizing amendments to the existing bond documents to release the North Hall and related sites for the Arena and release a portion of the cash held in the Debt Service Reserve Fund for Arena-related uses.

2. ADOPT the accompanying RESOLUTION approving the new financing documents and authorizing the issuance of new bonds for the Arena.

3. AUTHORIZE the execution of the amendments to the Joint Powers Agreement between the City and the County relative to the Convention and Exhibition Center Authority.

4. INSTRUCT and AUTHORIZE the City Controller to issue a warrant in the amount of $12 million from the Capital Finance Administration Fund No. 100/53 payable to First Trust of California, National Association immediately upon closing, to be reimbursed from bond proceeds.

Relative to the Jobs Incentive Allowance Agreement:

5. AUTHORIZE execution of the Jobs Incentive Allowance Agreement substantially as contained on the Council file.

Relative to Legal Services Contract Amendments:

6. TRANSFER, SUBJECT TO THE APPROVAL OF THE MAYOR, $300,000 within existing funds and AUTHORIZE the Office of the City Attorney to execute amendments to legal services contracts with Brand Farrar & Buxbaum (formerly known as Brand Farrar

Dziubla Freilich & Kolstad); Orrick Herrington & Sutcliffe; and, Gibson Dunn & Crutcher, as follows:

From: Liability Claims Fund 100 Liability Claims Over $100,000, Account No. 9770 - $(300,000)

To: Office of the City Attorney, Department No. 12 Litigation Travel and Expense Account No. 4200 - $300,000.

7. APPROVE, subject to the approval of the Community Redevelopment Agency Board, a $75,000 increase in the legal services contract with the law firm of Goldfarb and Lipman to cover the costs to complete transactional work for the project.

Technical Actions:

8. ADOPT the accompanying ORDINANCE authorizing conveyance of the City parcels to the CRA and INSTRUCT General Services Department to prepare and execute Grant Deeds for the conveyance of the City parcels to the CRA.

9. AUTHORIZE the President of the City Council, or designee, to sign all documents and agreements related to this project on behalf of the City once all conditions precedent have been met.

10. AUTHORIZE the Agency, City Administrative Officer and Chief Legislative Analyst, with the assistance of the City Attorney, to make adjustments or modifications to the approved documents consistent and in conformance with the project terms set forth in this report.

11. AUTHORIZE the City Administrative Officer, Chief Legislative Analyst, with the assistance of the City Attorney, to make determination that all initial closing conditions have been met in accordance with the Council action contained in this report.

12. INSTRUCT the City Clerk, with the assistance of the City Administrative Officer and Chief Legislative Analyst as appropriate, to administer the Gap Funding Agreement.

FISCAL IMPACT STATEMENT: The CAO/CLA advise that the total annual cost of the City's contribution to the Arena is approximately $4.8 million. This amount should be fully covered by additional revenues at the Arena from limited sources, or directly from the Venture or third-party guarantee provider. Accordingly, there should be no negative impact on the General Fund.

Summary

On August 16, 1996, the L.A. Arena Development Company, LLC (the "Venture") submitted a proposal to the City to build a state-of-the-art arena to house the Los Angeles Lakers and Los Angeles Kings and various other sports and entertainment events, now known as the Staples Center (the "Arena"). On October 21, 1997, the Council adopted various "Definitive Agreements" detailing the business terms and instructed the CAO and the CLA, with the assistance of the City Attorney, to report back on the final actions necessary to complete the transaction. On March 17, 1998, the CAO and the CLA jointly submitted a list of recommended actions (attached to the Council file).

At a March 18, 1998 Committee meeting, the Committee discussed this matter with the City Administrative Officer, the Chief Legislative Assistant and the City Attorney. It was noted that adoption of the joint recommendations will result in final Council approval of the Arena construction, including: allowing for the transfer of properties; purchase of property for surface parking; approval of the Jobs Incentive Allowance Agreement, which is a portion of the Gap Funding Agreement (GFA); and, authority to accept bids for the issuance of bonds to finance a portion of the City's contribution to the Arena project.

After some discussion relative to project financing and City costs, the CAO and the CLA indicated that all contingencies are addressed by the GFA and there should be no additional costs to the City. The City's contribution should be fully covered by additional revenues at the Arena from limited sources, or directly from the Venture or third-party guarantee provider. Accordingly, there should be no negative impact on the General Fund.

The Committee voted to approve the staff recommendations as contained in the March 17, 1998 joint CAO/CLA report and now submits this matter to Council for its consideration.

Respectfully submitted,

AD HOC COMMITTEE ON THE LOS ANGELES ARENA PROPOSAL

KC
3/19/98
Enc: Resolutions (2)
Ordinance
CD 9

#961590.1

J. MICHAEL CAREY
City Clerk

When making inquiries relative to this matter refer to File No.

CITY OF LOS ANGELES
CALIFORNIA

RICHARD J. RIORDAN
MAYOR

Office of
CITY CLERK
Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
Council File Information - (213) 485-5703
General Information - (213) 485-5705

Pat Healy
Chief Legislative Assistant

96-1590-S1 et al.

November 5, 1997

PLACE IN FILES
NOV 12 1997
DEPUTY

All Council Members
Planning Commission
Director of Planning
Bureau of Engineering,
Development Services Division
Attn: Homer Morimoto
City Attorney,
Patty Tubert
L.A. Convention Center

L.A. Arena Co., LLC.
13191 Crossroads Parkway, N.
6th Floor
City of Industry, CA 91746-4301

Department of Transportation,
Traffic/Planning Sections
Community Development Department
City Administrative Officer
Community Redevelopment Agency
Office of the Mayor

RE: PROPOSED ARENA AT THE LOS ANGELES CONVENTION CENTER

At the meeting of the Council held October 21, 1997, the following action was taken:

Attached report adopted, as amended	X
Amending motion (Svorinich - Ridley-Thomas) adopted	X
Amending motion (Hernandez - Alatorre) adopted	X
Mayor concurred	10-29-97
" resolution " ( )	
Ordinance adopted	10-28-97
Motion adopted to approve attached report	
" " " " " communication	
To the Mayor FORTHWITH	10-28-97
Ordinance Number	171764
Publication date	11-5-97
Effective date	12-6-97
Mayor vetoed	
Mayor approved	10-29-97
EIR Certified	X
Findings adopted	X
Negative Declaration adopted	
Statement of Overriding consideration	X
Mitigation Monitoring Program adopted	X
EIR certified	
Tract map approved for filing with the County Recorder	
Parcel map approved for filing with the County Recorder	
Bond approved is No. _____ of Contract	
Agreement mentioned therein is/are No. _____ of contracts	

J. Michael Carey
11-10-97

City Clerk
crm

Recyclable and made from recycled waste.

ORDINANCE NO. 171764

An ordinance authorizing the execution of the development agreement (which is attached to City Council File No. 96-1590-S1 et al) by and between the City of Los Angeles, a municipal corporation and L.A. Arena Development Company, LLC, a Colorado limited liability company, relating to certain real property in the Los Angeles Central City Community Plan area (the "Development Agreement").

WHEREAS, pursuant to California Government Code Sections 65867 and 65091, the Board of Referred Powers acting instead of the Planning Commission properly noticed and held a public hearing on the subject matter of the Development Agreement and approved and recommended that the City Council approve the Development Agreement to be finalized by the City Attorney; and

WHEREAS, the City Attorney has finalized the Development Agreement; and

WHEREAS, the Development Agreement is in the public interest and is consistent with the City's General Plan and the Los Angeles Central City Community Plan; and

WHEREAS, the City Council has reviewed and considered the Development Agreement and the Board of Referred Powers' findings and recommendation for its approval.

NOW THEREFORE,

THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

Section 1. The City Council finds and determines, as required by the California Environmental Quality Act ("CEQA") and by the City's CEQA Guidelines, that the Final Environmental Impact Report and the Attachment to the Final EIR for the Los Angeles Sports and Entertainment Complex (collectively, the "FEIR," State Clearinghouse No. 96091061), prepared and certified by the Community Redevelopment Agency as lead agency, is adequate for matters related to the Sports and Entertainment Complex which are before the City, and that the Council has reviewed and considered the information contained therein pursuant to the State CEQA Guidelines including Section 15096 thereof, and City CEQA Guidelines along with other factors related to this matter.

Sec. 2. The City Council finds, with respect to the Development Agreement, that:

(a) It is consistent with the City's General Plan and the Central City Community Plan and with the objectives, policies and programs specified in the these Plans. Further, the Development Agreement facilitates a project which will provide comprehensive planning benefits to the City and secure additional public benefits for the City. These benefits carry out objectives of the City's General Plan including provision for orderly and balanced development within the City;

(b) The intensity, building height, and use set forth in the Development Agreement are permitted by or are consistent with the City's Zoning Code, as amended by CPC 97-0105(CU), CPC 97-0120(CUB) and CPC 97-0185(CU), the Project Approvals described within the Development Agreement;

(c) The Development Agreement will not be detrimental to the public health, safety and general welfare since it encourages the construction of a project which is desirable and beneficial to the public. Furthermore, the Development Agreement specifically permits application to the project of rules and regulations, City Municipal Code Sections 91.0101 to 98.0606 (Building Code) and Sections 57.01.01 to 57.141.13 (Fire Code) both of which relate to public health and safety;

(d) It complies with all applicable State and City regulations governing development agreements; and

(e) It is necessary to strengthen the public planning process and to reduce the public and private costs of development uncertainty.

Sec. 3. The City Council hereby approves the Development Agreement in the form attached to Council File No. 96-1590-S1 and authorizes and directs the President of the City Council to execute said Agreement in the name of the City of Los Angeles, and further, directs the City Clerk to record said Agreement and this ordinance with the Los Angeles County Recorder pursuant to the terms of the Agreement.

\45927

Section 4. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was introduced at the meeting of the Council of the City of Los Angeles OCT 21 1997 and was passed at its meeting of OCT 28 1997.

J. MICHAEL CAREY, CITY CLERK

BY _____
Deputy

Approved OCT 29 1997

_____
Acting Mayor

Approved as to form and legality:

OCT 21 1997

JAMES K. HAHN, City Attorney

By _____
PATRICIA V. TUBERT
Senior Assistant City Attorney

File No. 96-1590-S1 et al

Mayor's Time Stamp		City Clerk's Time Stamp
	FORTHWITH	CITY CLERK '97 OCT 29 P3:12

SUBJECT TO MAYOR'S APPROVAL

CITY CLERK BY DEPT

COUNCIL FILE NO. 96-1590-S1 et al. COUNCIL DISTRICT NO. _____

COUNCIL APPROVAL DATE October 28, 1997

RE: TRANSFER OF FUNDS RELATIVE TO FUNDING OF ADDITIONAL LEGAL SERVICES FOR THE LAW FIRMS OF BRAND, FARRAR, DZIUBLA, FREILICH AND KOLSTAD; ORRICK, HERRINGTON & SUTCLIFFE; AND GIBSON, DUNN & CRUTCHER IN CONNECTION WITH THE ARENA PROJECT AT THE LOS ANGELES CONVENTION CENTER

LAST DAY FOR MAYOR TO ACT _____
(10 Day Charter requirement as per Charter Section 354)

DO NOT WRITE BELOW THIS LINE - FOR MAYOR OFFICE USE ONLY

APPROVED _____

*DISAPPROVED _____

*Transmit objections in writing pursuant to Charter Section 354

DATE OF MAYOR APPROVAL OR DISAPPROVAL OCT 29 1997

MAYOR John Dunn

#13

AD HOC COMMITTEE ON THE LOS ANGELES ARENA PROPOSAL
Report ~~/Communication~~ for Signature

Council File Number 96-1590-S1, et al. & 97-1555

Committee Meeting Date 10-16-97

Council Date 10-21-97

COMMITTEE MEMBER	YES	NO	ABSENT
COUNCILMEMBER HERNANDEZ, Chair	✓		
COUNCILMEMBER FERRARO	✓		
COUNCILMEMBER ALATORRE	✓		
COUNCILMEMBER SVORINICH	✓		
COUNCILMEMBER WALTERS			✓

Remarks Adopt CAO/CLA Recs: Arena

Konrad Carter, Legislative Assistant ♦♦♦♦♦ Telephone 485-5707

*Adopted as amended by Council action of 10-21-97.

FILE NO. 96-1590-S1,S4,S5,S7,
S9,S10,S11,S12
97-1555

TO THE COUNCIL OF THE
CITY OF LOS ANGELES

Your AD HOC COMMITTEE ON THE LOS ANGELES ARENA PROPOSAL

reports as follows:

	Yes	No
Public Comments	XX	__

FINAL ENVIRONMENTAL IMPACT REPORT, STATEMENT OF OVERRIDING CONSIDERATIONS, MITIGATION MONITORING PROGRAM, DEVELOPMENT AGREEMENT, DISPOSITION AND DEVELOPMENT AGREEMENT, RECIPROCAL EASEMENT AND ENVIRONMENTAL RESTRICTION AGREEMENT, ARENA GROUND LEASE AGREEMENT, ENVIRONMENTAL INDEMNITY AGREEMENT, CONDITIONAL USE APPEAL, AD HOC COMMITTEE ON THE LOS ANGELES ARENA PROPOSAL REPORT and ORDINANCE relative to the proposed Arena at the Los Angeles Convention Center.

Recommendations for Council action, as recommended by the City Administrative Officer and the Chief Legislative Analyst:

1. CONCUR with the Board of Referred Powers action of August 6, 1997 acting instead of the City Planning Commission and: *[Exhibit 7]*

   a. CERTIFY that the Final Environmental Impact Report and Attachment to the Final Environmental Impact Report for the Los Angeles Sports and Entertainment Complex (collectively, the "FEIR"; State Clearinghouse No. 96091061), prepared and certified by the Community Redevelopment Agency as lead agency, is adequate for matters related to the Sports and Entertainment Complex which are before the City, and that the City has reviewed and considered the information contained therein pursuant to the State CEQA Guidelines including Section 15096 thereof, and the City CEQA Guidelines along with other factors related to this matter.

   b. AMEND the Los Angeles Sports and Entertainment Complex Mitigation Monitoring Plan ("Mitigation Monitoring Plan") as set forth in the Los Angeles City Planning Department Staff Report to the Board of Referred Powers dated August 6, 1997 ("City Planning Department Report") at pages 111-169 of Exhibit E-6 to such report, to be consistent with Condition 5 (Environmental) of the Conditions of Approval. (The Conditions of Approval are set forth in Section 3 of the City Planning Department Report.)

c. ADOPT the Mitigation Monitoring Plan, as amended, pursuant to Section 21081.6 of the California Public Resources Code.

d. ADOPT the California Environmental Quality Act Findings as specified in Sections IV, V and VI of the document entitled Statement of Environmental Effects, Mitigation Measures, Findings, Statement of Overriding Considerations and Mitigation Reporting and Monitoring Program for the Proposed Los Angeles Sports and Entertainment Complex ("Statement of Environmental Effects"), set forth at Exhibit E-6 of the City Planning Department Report.

e. ADOPT the Statement of Overriding Considerations set forth in Section VII of the Statement of Environmental Effects.

Relative to the Conditional Use Permits

2. ADOPT the Planning and Land Use Management Committee recommendations of October 7, 1997 to DENY the appeal filed by the Coalition for Community Rights and CONCUR with the Board of Referred Powers action of August 6, 1997 acting instead of the City Planning Commission, subject to the (1) submission of a Preliminary Parking and Transportation Plan by the Venture showing traffic circulation and parking; (2) at Venture cost, provision of a study of wind effects at the Convention Center and, if called for, incorporation of feasible mitigation measures into the Arena design; and, (3) at Venture cost, construct a northbound, one-way extension of Cherry Street within the Olympic Properties connecting 11th Street with Olympic Boulevard with the approval of the Department of Transportation, to:

[Exhibit 7]

a. ADOPT the Findings, set forth as Section 4 of the City Planning Department Report, regarding the following conditional uses: City Planning Case Nos. 97-0105(CU) and 97-0120(CUB) and the Development Agreement 97-0106(DA) as Findings of the Board.

b. APPROVE a Conditional Use [CPC No. 97-0105(CU)] for the site at 1191-1201 South Figueroa Street, to allow the construction, operation and maintenance of a sports and entertainment complex consisting of an Arena that shall contain a capacity for no more than 22,000 seats and a maximum of 950,000 square feet, and, at the option of the applicant, basketball practice facilities and an ice-skating rink; ancillary uses at a maximum of 100,000 square feet to include retail/restaurant/ entertainment uses; and, a maximum of 50,000 square feet of primarily team office space, subject to the conditions of approval specified in Section 3 of the

City Planning Department Report, as modified by the attached Staff Recommended Modifications to the Staff Report.

c. APPROVE a Conditional Use [CPC 97-0120(CUB)] for the sale or dispensing for consideration of a full line of alcoholic beverages for on-site consumption in the Arena and for on-site consumption in four establishments outside the Arena on the Arena Site, subject to the conditions of approval specified in Section 3 of the City Planning Department Report, as modified.

d. ADOPT the Findings and Recommendations of the City Planning Department Report and APPROVE the Reduction of a previously-approved Conditional Use site [CUP 97-0185(CU)], to sever the site from the deemed-to-be-approved Convention Center site.

Relative to the New Financial Terms of the Project

3. AUTHORIZE the restructuring of the Los Angeles Convention Center ("LACC") Debt Service Reserve Fund ("DSR") as discussed in the report.

4. AUTHORIZE an amendment to the agreement with Orrick, Herrington & Sutcliffe to continue to provide bond counsel services to complete the bond sale for the Arena transaction, funding for which will be provided from bond proceeds.

5. REQUEST the City Attorney to negotiate a jobs credit agreement and submit it to the Council for approval prior to closing.

6. AUTHORIZE a credit of $540,000 toward developer fees for the Arena project upon approval of the Definitive Agreements to be applied to the jobs credits as will be defined in the jobs credit agreement referenced in No. 5 above.

7. AUTHORIZE the Community Redevelopment Agency ("Agency") to execute the Second Supplemental Trust Agreement by and between the Agency and First Trust of California, as trustee for the Central Business District Tax Allocation Refunding Bonds, Series I. *[Exhibit 12]*

8. AUTHORIZE the Community Redevelopment Agency ("Agency"), in advance of the Second Supplemental Trust Agreement, to take any and all actions necessary to provide security for the Agency's obligation to repay the commitment of $12 million provided by the Developer for the cost of property acquisition and related activities for the project; the obligation will be repaid with interest compounded annually at the rate of 6.77%.

9. APPROVE the accompanying Gap Funding Agreement which sets forth the terms and conditions of the Venture's guarantee and such other agreements and instruments as are necessary to secure the Agency's repayment obligations to the Venture. *[Exhibit 15]*

Relative to Definitive Agreements:

10. APPROVE the accompanying Disposition and Development Agreement ("DDA") between the Los Angeles Arena Development Company, LLC ("Venture"), the Agency, and the City, which has been revised to reflect the new terms of the project, and request the Agency to take action as soon as possible to approve the DDA, with execution subject to satisfactory compliance with conditions precedent specified in the Council-approved Memorandum of Understanding Section 3.4.1 and Article II of the DDA (the Council's action shall constitute approval required under the Agency Oversight Ordinance). *[Exhibit 1]*

11. APPROVE the accompanying Reciprocal Easement and Environmental Restriction Agreement ("REA") between the Venture, Agency and the City relative to the granting of rights and easements over property owned by the parties and prescribes the maintenance, operation and use of the property owned by parties, such as signage criteria, use of West Hall Parking and Lindsay Plaza, and roadway and utility easements, and request the Agency to take action as soon as possible to approve the REA, with execution subject to satisfactory compliance with conditions precedent (the Council's action shall constitute approval required under the Agency Oversight Ordinance). *[Exhibit 2]*

12. APPROVE the accompanying Arena Ground Lease between the Venture and the City which grants property adjacent to the Los Angeles Convention Center to the Venture for 55 years and prescribes rights, conditions and obligations under which the agreement is effective, with execution subject to satisfactory compliance with conditions precedent. *[Exhibit 3]*

13. ADOPT the accompanying ORDINANCE authorizing the execution of the Development Agreement ("DA"); APPROVE the DA between the Venture and the City, as approved by the Board of Referred Powers on August 6, 1997 (C.F. 96-1590-S12), acting in the place of the Planning Commission, which establishes development rights, agreements and assurances, including the proposed Admissions Fee, with execution subject to satisfactory compliance with conditions precedent; and, INSTRUCT the City Clerk, pursuant to California Government Code Section 65868.5, to record a copy of the DA with the County Recorder within 10 days after execution by the City. *[Exhibit 4 and 5]*

14. APPROVE the Environmental Indemnity Agreement between the

Venture, Agency, City and Los Angeles Convention Center authority relative to the City-owned properties that will be conveyed to the Venture. *[Exhibit 6]*

Relative to the Community Redevelopment Agency:

15. CONCUR in the Agency Board actions to AUTHORIZE the Agency to:

    a. Negotiate and execute a relocation agreement with the Los Angeles Unified School District for the relocation Los Angelitos Children's Center for an amount not to exceed $1.7 million. *[Exhibit 8]*

    b. Relative to the Replacement Housing Plans:

        i. Amend the FY98 Budget to acknowledge the anticipated future receipt of $4,496,000 from the City General Fund to the Agency for the development of replacement housing for the Arena project, with funds to be transferred when needed for construction.

        ii. Increase the Agency's commitment to the 62-unit Grandview Nine family housing project (Work Objective CW1206) by $2,740,000 and the 75-unit 1010 Family Housing Project by $1,756,000 (Work Objective SP1100), and transfer the above-referenced funds to the respective work objectives.

        iii. Amend the FY98 Budget to acknowledge receipt of the reimbursement of Agency pre development costs for the Arena project in the amount of $693,150 from the City, and allocate these funds to Work Objective SP1100.

        iv. Amend the FY98 Budget to transfer the balance of land proceeds from the sale of Agency land for the 1010 Senior Housing Project in the amount of $251,850 to Work Objective SP1100.

        v. Work with the Los Angeles Housing Department to develop a near-term plan for the development of 51 additional replacement units and, in conjunction with the City Administrative Officer and Chief Legislative Analyst, to report back on the feasibility of establishing an "Arena Replacement Housing Trust Fund" to address additional housing needs in the area. *[Exhibit 9]*

    *c. Add ***$100,000** ~~$80,000~~ to the contract with the law firm of Goldfarb & Lipman for legal services rendered in the

negotiation and preparation of documents related to this project. **(Hernandez - Alatorre)** *[Exhibit 10]*

d. Subject to Initial Closing as defined in the DDA, amend the Agency FY98 Budget for SP3070 and SP3080 (L.A. Arena) by recognizing $87,500,000 in project revenue. *[Exhibit 11]*

e. Take other such actions reasonably necessary to facilitate this project as approved. *[Exhibit 11]*

16. AUTHORIZE the Agency to (the Council's action shall constitute approval required under the Agency Oversight Ordinance): *[Exhibit 12]*

a. Enter into a contract for relocation consultants not to exceed $225,000 and a contract for acquisition consultants not to exceed $225,000, from the Agency's list of pre qualified consultants.

b. Negotiate and enter into a lease for a site office within close proximity to the Arena site to facilitate relocation activities.

c. Increase the Administrator's authority from $25,000 to $50,000 for Arena-related contracts.

d. Amend and approve a revised Relocation Plan in conformance with new State requirements.

Other Actions:

17. APPROVE the accompanying Signage Criteria, Schematic Design Drawings, subject to a revision to make restrooms in the police substation available to the general public during Arena events, and Preliminary Arena Landscape Drawings for the proposed project. *[Exhibit 12, 13 and 14]*

18. AUTHORIZE the President of the City Council to sign all agreements related to this project on behalf of the City once all conditions precedent have been met.

19. AUTHORIZE the Agency, City Administrative Officer, Chief Legislative Analyst, with the assistance of the City Attorney to make minor adjustments or modifications to the approved documents consistent and in conformance with the project terms set forth in this report.

20. INSTRUCT the City Administrative Officer and the Chief Legislative Analyst, with the assistance of the City Attorney, to report back to Council, when appropriate, to certify that all closing conditions as specified in the DDA have been met.

21. REQUEST the City Attorney to draft an ordinance to permit

the signage in accordance with the approved signage criteria for the project.

Fiscal Impact Statement: The City Administrative Officer and the Chief Legislative Analyst advise that approval of this report and the requested actions would allow the negotiations of and preparation for the Arena transaction to continue, but would not commit the City to proceeding with the Arena transaction. Staff costs, attorney fees and various Agency activities in connection with the preparation for land acquisition would continue. Such costs between the date of this report and the closing of the transaction are estimated to be $250,000. If the transaction is ultimately approved, the cost of the City contribution would be approximately $5 million per year, all of which will be covered by the Admissions Fee, Overflow Parking Revenues and, if necessary, Venture payments or the payment guarantee.

Summary:

On May 23, 1997, the Council approved a Memorandum of Understanding (MOU) among the Los Angeles Arena Development Company, LLP (Venture), the Community Redevelopment Agency (Agency), and the City to construct an arena at the North Hall site of the Los Angeles Convention Center (LACC). Council further directed that all concerned departments proceed with negotiating all documents and agreements for the proposed project.

As part of its August 20, 1997 action, the Board of Referred Powers, acting in place of the City Planning Commission, approved (1) a Conditional Use Permit for the site at 1191-1201 South Figueroa Street, to allow the construction, operation and maintenance of a sports and entertainment complex consisting of an Arena that shall contain a capacity for no more than 22,000 seats and a maximum of 950,000 square feet and, at the option of the applicant, basketball practice facilities and an ice skating rink; ancillary uses at a maximum of 100,000 square feet to include retail, restaurant and entertainment uses; and a maximum of 50,000 square feet of primarily team office space; (2) a Conditional Use Permit for the sale or dispensing for consideration of alcoholic beverages for on-site consumption in the Arena and for on-site consumption in four establishments outside the Arena on the Arena Site; and (3) a Conditional Use Permit for reduction of the a previously-approved Conditional Use site, to sever the site from the deemed-to-be-approved Convention Center site.

On September 4, 1997, an appeal was filed by the Coalition for Community Rights, Terry duSoleil, c/o Lawrence Teeter, Attorney at Law, from the determination of the Board of Referred Powers. The matter was referred to the Planning and Land Use Management Committee on September 10, 1997 (CF 96-1590-S12).

At its meeting of October 7, 1997, the Planning and Land Use Management Committee considered the Conditional Use appeal. The

Committee held a public hearing regarding the land use issues related to the proposed project and speakers presented testimony both in opposition and in support of the appeal. The applicant and the appellant spoke in support of their positions.

After careful review of the testimony presented and after considering the merits of the appeal, the Planning and Land Use Management Committee recommended that the appeal be denied. The Committee, however, expressed concern relative to potential impacts on the immediate project area such as off-site parking, traffic control, availability of shuttles for event attendees, and planning for increased traffic during events that may occur simultaneously. As such, the Committee requested that the applicant accelerate preparation of its Parking and Circulation Management Plan, in consultation with the Convention Center Coordinating Committee, to coordinate parking and circulation operations, minimize specific operational conflicts between Arena and other events, and address impacts to the immediate project area.

The Planning and Land Use Management Committee instructed that its recommendations be forwarded to the Ad Hoc Committee on the Los Angeles Arena Proposal for inclusion in its report to Council.

On October 16, 1997, the Ad Hoc Committee on the Los Angeles Arena Proposal considered a comprehensive joint City Administrative Officer (CAO) and Chief Legislative Analyst (CLA) report regarding the proposed project at the Los Angeles Convention Center. Staff from the Community Redevelopment Agency, City Attorney, CAO, CLA and the Community Development Department (CDD) were present.

The CAO provided an overview of the financial terms including funding sources and the Venture's guarantee. The CLA discussed the overall negotiations and the resulting CAO/CLA report and urged that the Committee adopt the staff's recommendations. The CAO/CLA report advised that approval of the recommendations and the requested actions would allow the negotiations of, and preparation for, the Arena transaction to continue, but would not commit the City to proceeding with the Arena transaction. Staff costs, attorney fees and various Agency activities in connection with the preparation for land acquisition would continue. Such costs between the date of their report and the closing of the transaction are estimated to be $250,000. If approved, the cost of the City contribution would be approximately $5 million per year, all of which will be covered by the Admissions Fee, Overflow Parking Revenues and, if necessary, Venture payments or the payment guarantee.

The City Attorney presented an overview of the contracting process and reviewed the major negotiated changes since the MOU was adopted on May 23, 1997. The Agency answered questions from the Committee members including questions regarding the Relocation and the Replacement Housing Plans. As part of the

Mayor's Time Stamp	TIME LIMIT FILES ORDINANCES **FORTHWITH**	City Clerk's Time Stamp

COUNCIL FILE NUMBER 96-1590-S1 et al. COUNCIL DISTRICT

COUNCIL APPROVAL DATE October 28, 1997 LAST DAY FOR MAYOR TO ACT

97 OCT 29 P3:11

ORDINANCE TYPE: __ Ord of Intent __ Zoning __Personnel X General

__ Improvement __ LAMC __ LAAC __ CU or Var Appeals - CPC No

CITY CLERK

SUBJECT MATTER: Authorizing the execution of the Development Agreement ("DA"); APPROVING the DA between the Venture and the City, as approved by the Board of Referred Powers on August 6, 1997 (C.F. 96-1590-S12), acting in the place of the Planning Commission, which establishes development rights, agreements and assurances, including the proposed Admissions Fee, with execution subject to satisfactory compliance with conditions precedent, in connection with the Arena Project.

RECOMMENDATIONS:	**APPROVED**	**DISAPPROVED**
PLANNING COMMISSION		
COMMUNITY REDEVELOPMENT AGENCY	X	
CITY ATTORNEY	X	
CITY ADMINISTRATIVE OFFICER	X	
AD HOC COMMITTEE ON THE LOS ANGELES ARENA PROPOSAL AS AMENDED	X	

DATE OF MAYOR APPROVAL, DEEMED APPROVED OR *VETO: OCT 29 1997

*VETOED ORDINANCES MUST BE ACCOMPANIED WITH OBJECTIONS IN WRITING PURSUANT TO CHARTER SEC. 29

(CITY CLERK USE ONLY PLEASE DO NOT WRITE BELOW THIS LINE)

DATE RECEIVED FROM MAYOR 10-31-97 ORDINANCE NO. 171764

DATE PUBLISHED 11-5-97 DATE POSTED EFFECTIVE DATE 12-6-97

ORD OF INTENT: HEARING DATE ASSESSMENT CONFIRMATION

shells\ordtime

RECEIVED
CITY CLERK'S OFFICE
97 OCT 31 PM 1:49

CITY CLERK
BY _____ DEPUTY

VERBAL MOTION

I HEREBY MOVE that the Report of the Ad Hoc Committee on the Los Angeles Arena Proposal on today's Council agenda (Item No. 11, CFs 96-1590-S1, et al.) relative to the construction, operation and maintenance of a sports and entertainment complex, **BE AMENDED** to add the following technical recommendation, upon the advice of the City Attorney relative to a "Revised Board Memorandum" of the Community Redevelopment Agency:

INCORPORATE the revised Findings adopted by the Community Redevelopment Agency Board on October 16, 1997, attached to file, relating to the effect of the proposed Los Angeles Sports and Entertainment Complex on the implementation of the Central Business District Redevelopment Project; **and further, to include the Findings of the CRA Board as separate Findings on the effect of the Arena project on the Pico-Union I and II Redevelopment Projects. **(Hernandez - Svorinich)**

PRESENTED BY _____
RUDY SVORINICH
Councilmember, 15th District

SECONDED BY _____
MARK RIDLEY-THOMAS
Councilmember, 8th District

*MOTION
ADOPTED
** AS AMENDED
OCT 21 1997
Los Angeles City Council

October 21, 1997

CFs 96-1590-S1, et al.

calagend\961590s1.mot

AMENDING MOTION (SVORINICH – RIDLEY-THOMAS) ADOPTED ~~AS~~ AMENDED, INCORPORATE FINDINGS OF CRA BD TAKEN ON 10-16-97 RE

AGENDA NO. 11 YES: 13 NO: 1 ABS: 1 10/21/97 TIME: 13 11 13

ALARCON.....YES	ALATORRE.....YES	BERNSON.....YES	CHICK.....YES
FELDER.....YES	GALANTER.....YES	GOLDBERG.....YES	HERNANDEZ....YES
HOLDEN.....NO	MISCIKOWSKI..YES	RIDLEY-THOMASYES	SVORINICH....YES
WACHS.....YES	FERRARO.....YES	WALTERS.....ABS	

PROJECTS EFFECT ON CENTRAL BUSINESS DISTRICT, AND FURTHER TO INCLUDE AMENDMENT BY HERNANDEZ THAT COUNCIL ADOPT ADDL FINDINGS RE PICO-UNION

11 B

MOTION

I MOVE that Item 11 on today's agenda (October 21, 1997), relative to the Ad Hoc Committee on the Los Angeles Arena report, be amended to provide additional legal services funding associated with the protracted negotiations, complexity of the deal, and the preparation of agreements to implement the Arena Project, as follows:

1. **AMEND** Recommendation 15C of the Ad Hoc Committee report by providing $100,000, rather than $80,000, for the contract with the law firm of Goldfarb & Lipman.

2. **TRANSFER** $400,000 within existing funds, and **AUTHORIZE** the Office of the City Attorney to execute contract amendments to provide additional legal services funding for the law firms of Brand, Farrar, Dziubla, Freilich & Kolstad; Orrick, Herrington & Sutcliffe; and, Gibson, Dunn & Crutcher, as follows:

   From: Liability Claims Fund 100,
   Liability Claims Over $100,000, Account No. 9770 $(400,000)

   To: Office of the City Attorney, Department No. 12,
   Litigation Travel and Expense Account No. 4200 $400,000

PRESENTED BY _____

SECONDED BY _____

October 21, 1997
Item 11
CF 96-1590-S1, et al.

*MOTION
ADOPTED

OCT 21 1997

Los Angeles City Council

n:\wp\motions\arena

AMENDING MOTION (HERNANDEZ-ALATORRE) ADOPTED

AGENDA NO. 11B YES: 13 NO: 1 ABS: 1 10/21/97 TIME: 13 10 37

ALARCON	YES	ALATORRE	YES	BERNSON	YES	CHICK	YES
FEUER	YES	GALANTER	YES	GOLDBERG	YES	HERNANDEZ	YES
HOLDEN	NO	MISCIKOWSKI	YES	RIDLEY-THOMAS	YES	SVORINICH	YES
WOMS	YES	FERRARO	YES	WALTERS	ABS		

II B

REFERRED

11A

MOTION

1. Amend by substitution Attachment 14 of the Disposition and Development Agreement - Equal Employment Opportunity Section V1. Workforce Utilization A. Local Hiring Goals:

The Developer shall, in general contracts for the Design/Construction Increment of the Project (and its subcontractors shall in all subcontracts thereunder) provide for good faith efforts, to the extent feasible, that the labor force include (i) residents within a three (3) mile radius of the Project Site including without limitation residents of the Central Business District and Pico Union Project Areas and (ii) residents of zip codes having a poverty rate exceeding 20%. This paragraph shall require the reasonable good faith efforts of the Developer and its contractors but shall not require the hiring of any person unless such person has the experience and ability, and, where necessary, the appropriate trade union affiliation, to qualify such person for the job.

It is the goal of the City and of the Agency that the Developer shall (and its subcontractors in all subcontractors in all subcontractors thereunder) * provide ~~ensure~~ that 50% of the permanent full time and part time in positions of the Management/Operations of the Project include (i) residents within a three (3) mile radius of the Project Site including without limitation residents of the Central Business District and Pico Union Project Areas and (ii) residents of census tracts having a poverty rate exceeding 20%. This paragraph shall require the reasonable good faith efforts of the Developer and its contractors but shall not require the hiring of any person unless such person has the experience and ability, and, where necessary, the appropriate trade union affiliation, to qualify such person for the job. (Goldberg - Galanter)

Monitoring for Design/Construction will be done by the Agency and progress reports will be submitted to the Community and Economic Development Committee of City Council on a quartertly basis.

Monitoring for Management/Operations Increment will be done by the Community Development Department and progress reports will be submitted quarterly in first operating year and annually thereafter to the Community and Economic Development Committee of City Council.

2. Amend Recommendations #5 and #6 (p.11) of the Ad-Hoc Committee on the Arena as follows:

If job credits are ultimately included in final Project documents, any credit shall be for net new jobs created and shall be applied for after the positions have been filled for a period of one year.

3. Amend Recommendation #15 (b) of the Ad-Hoc Committee on the Arena as follows:

(vi) Any surplus tax * ~~increment~~ generated by the Project will be allocated as follows: (1) 100% to financing the 51 remaining units to be built (see v. above) and (2) 50% of all subsequent surplus tax increment to be used to finance additional affordable housing units in the City of Los Angeles. (Goldberg - Galanter)

CF 96-1590-S7

4. Amend the Disposition and Development Agreement - Section 13.2 Job Training and Outreach as follows:

Add between paragraphs 2 and 3 -

The Developer shall give priority consideration to Great Western Forum*Coliseum and Sports Arena workers displaced by the opening of the Arena for full-time and part-time employment (similar to provisions of City Worker Retention Ordinance). *Nothing here shall be construed to provide any third parties with contractual rights.

(Goldberg - Galanter)

PRESENTED BY: Jackie Goldberg
JACKIE GOLDBERG
COUNCILMEMBER, 13TH DISTRICT

SECONDED BY: Ruth Galanter

OCT 21 1997 - REFERRED TO AD HOC COMMITTEE ON THE LOS ANGELES ARENA PROPOSAL

*AS AMENDED

AMENDING MOTION (GOLDBERG - GALANTER), AS AMENDED BY GOLDBERG REFERRED TO AD HOC COMITE ON THE LOS ANGELES ARENA PROPOSAL PER ADOPTION OF MOTION (SILVA - WACHS - MISCIKOWSKI)

AGENDA NO. 11A YES: 8 NO: 6 ABS: 1 TIME: 10/21/97 13 09 58

ALARCON.....YES	ALATORRE.....YES	BERMAN.....YES	CHICK.....NO
FEUER.....NO	GALANTER.....YES	GOLDBERG.....NO	HERNANDEZ....NO
HOLDEN.....NO	MISCIKOWSKI..YES	RIDLEY-THOMAS.YES	SVORINICH....YES
WACHS.....YES	FERRARO.....NO	WALTERS.....ABS	

Agency's discussion, CDD provided a presentation regarding its Job Outreach and Apprenticeship Program and its MBE/WBE Program as it relates to the proposed project.

The Committee held a public hearing in which several speakers voiced support for the proposed project and the Conditional Use appellant spoke in opposition. After the public hearing was closed, the Committee moved to approve (vote: 4-0) the staff recommendations as contained in the October 15, 1997 joint CAO/CLA report.

Respectfully submitted,

AD HOC COMMITTEE ON THE LOS ANGELES ARENA PROPOSAL

KC
10/17/97

Enc: Ordinance

CPCs 97-0105-CU
97-0120-CUB
97-0185-CU

CD 9

#961590.1

REPORT
ADOPTED
*AS AMENDED
OCT 21 1997
(SEE MOTIONS ATTACHED)
Los Angeles City Council
EIR CERTIFIED - FINDINGS ADOPTED, STATEMENT OF OVERRIDING CONSIDERATION & MITIGATION MONITORING PROGRAM ADOPTED
ORD OVER ONE WEEK TO OCT. 28, 1997

ORD
ADOPTED
OCT 28 1997
LOS ANGELES CITY COUNCIL
TO THE MAYOR FORTHWITH

ORD RE DEVELOPMENT AGREEMENT OVER 1 WEEK TO 10-28-97

AGENDA NO. 11 YES: 12 NO: 2 ABS: 1 TIME:
10/21/97 13 11 52

ALARCON.....YES	ALATORRE.....YES	BERNSON.....YES	CHICK.....YES
FEUER.....YES	GALANTER.....YES	GOLDBERG.....NO	HERNANDEZ.....YES
HOLDEN.....NO	MISCIKOWSKI..YES	RIDLEY-THOMASYES	SVORINICH....YES
WACHS.....YES	FERRARO.....YES	WALTERS.....ABS	

ORD ADOPTED

AGENDA NO. 13 YES: 12 NO: 1 ABS: 2 TIME:
10/28/97 11 03 16

ALARCON.....YES	ALATORRE.....YES	BERNSON.....YES	CHICK.....YES
FEUER.....YES	GALANTER.....YES	HERNANDEZ....YES	HOLDEN.....NO
MISCIKOWSKI..YES	RIDLEY-THOMASYES	SVORINICH....YES	WACHS.....YES
FERRARO.....YES	GOLDBERG.....ABS	WALTERS.....ABS	

AD HOC COMTE ON THE LOS ANGELES ARENA PROPOSAL, ADOPTED AS AMENDED INCLUDING ENVIRONMENTAL FINDINGS, AGREEMENTS, ECT, -CU APPEAL DENIED + CU PERMIT APPROVED - ARENA GROUND LEASE APPROVED, ENVIRONMENTAL

AGENDA NO. 11 YES: 12 NO: 2 ABS: 1 TIME:
10/21/97 13 11 31

ALARCON.....YES	ALATORRE.....YES	BERNSON.....YES	CHICK.....YES
FEUER.....YES	GALANTER.....YES	GOLDBERG.....NO	HERNANDEZ....YES
HOLDEN.....NO	MISCIKOWSKI..YES	RIDLEY-THOMASYES	SVORINICH....YES
WACHS.....YES	FERRARO.....YES	WALTERS.....ABS	

INDEMNITY AGMT APPROVED - CONCURRED IN CRA ACTIONS, ETC, ——

OCT 21 1997

SPEAKER CARDS

#11

96-1590-51, ET AL.

CITY OF LOS ANGELES SPEAKER CARD

Date: Oct. 21, 1997

Council File No., Agenda Item, or Case No.: 96-1590-S1 // ET. AL.

I wish to speak before the La City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?
( ) For proposal
(X) Against proposal
( ) General comments

Name: Howard O. Watts

Business or Organization Affiliation: N/A

Address: 1021 N. Mariposa Ave. Apt. 3K RA Ca 90029
Street City State Zip

RESIDENCE
~~Business~~ phone: (213) 665-5415 Representing: HIMSELF

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: [ ]

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CITY OF LOS ANGELES SPEAKER CARD

Date	Council File No., Agenda Item, or Case No.
	11

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal
(X) Against proposal
( ) General comments

Name: Ehrmani Bernardi

Business or Organization Affiliation: _____

Address: _____
Street City State Zip

Business phone: _____ Representing: _____

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

3

CITY OF LOS ANGELES SPEAKER CARD

Date: 10/21/97

Council File No., Agenda Item, or Case No.: #11

I wish to speak before the Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal (L) Against proposal ( ) General comments

Name: THOMAS FLORIO

Business or Organization Affiliation: NUPCA

Address: 2340 PORTLAND ST LA 9006?
Street City State Zip

Business phone: _____ Representing: _____

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

3

CITY OF LOS ANGELES SPEAKER CARD

Date: 10-21-97

Council File No., Agenda Item, or Case No.: 96-1590 S1 # 11

I wish to speak before the CITY COUNCIL
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal (L) Against proposal ( ) General comments

Name: GORDON MURLEY

Business or Organization Affiliation: FED. HLSD & CYN ASSOC. - SAN FERNANDO VALLEY FED

Address: 4128 MORRO DR (Street) WOODLAND HILLS (City) CA (State) 91364 (Zip)

Business phone: (818) 346-5842 Representing: ABOVE

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

4

CITY OF LOS ANGELES SPEAKER CARD

Date 10/21

Council File No., Agenda Item, or Case No. #11

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal (X) Against proposal ( ) General comments

Name: TERRY DU SOLEIL

Business or Organization Affiliation: CCR, Sierra Club, WAHA, Homeowner

Address: 1317 S. Westlake Ave Los Angeles
Street City State Zip

Business phone: _____ Representing: _____

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

5

CITY OF LOS ANGELES SPEAKER CARD

Date: Oct 21, 97

Council File No., Agenda Item, or Case No.: 11

I wish to speak before the L.A. City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal ( ) Against proposal ( ) General comments

Name: Carmen Argote (On pro of the Arena)

Business or Organization Affiliation: Hoover St. School

Address: 2726 W Banca Ave L.A Ca 90005
Street City State Zip

Business phone: (213) 738 7657 Representing: Hoover Parents

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

6

CITY OF LOS ANGELES SPEAKER CARD

Date 10/21/97

Council File No., Agenda Item, or Case No. 11

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal (X) Against proposal ( ) General comments

Name: LAWRENCE TEETER, Atty

Business or Organization Affiliation: Coalition For Community Rights (CCR)

Address: 3660 Wilshire Blvd #1102 LA CA 90010
Street City State Zip

Business phone: (213) 387-4512 Representing: "CCR"

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

7

CITY OF LOS ANGELES SPEAKER CARD

Date Oct 21 '97

Council File No., Agenda Item, or Case No. #11

I wish to speak before the Council 96-1592 S.1 et al
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal (X) Against proposal ( ) General comments

Name: Michele Grumet

Business or Organization Affiliation: Member Coalition Agst The Pipeline

Address: 2036 W. 77th St LA 90047
Street City State Zip

Business phone: _____ Representing: _____

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

8

CITY OF LOS ANGELES SPEAKER CARD

Date: October

Council File No., Agenda Item, or Case No.: 11

I wish to speak before the INDIVIDUAL TAXPAYER
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal (X) Against proposal ( ) General comments

Name: SUSAN D NELSON

Business or Organization Affiliation:

Address: 1675 SARGENT PLACE LA 90026
Street City State Zip

Business phone: (213) 250 9233 Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: Phone #:

Client Address:
Street City State Zip

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9

CITY OF LOS ANGELES SPEAKER CARD

Date

Council File No., Agenda Item, or Case No.
11

I wish to speak before the _____
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal
(✓) Against proposal
( ) General comments

Name: Catherine Young

Business or Organization Affiliation: PAC II, Chair

Address: 1709½ S. Bonnie Brae, LA, CA 90006
Street City State Zip

Business phone: _____ Representing: 213(747)2609

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

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11

CITY OF LOS ANGELES SPEAKER CARD

Date: 10-21-97

Council File No., Agenda Item, or Case No.: 11

I wish to speak before the COUNCIL ON "PEACE" THAT ISRAEL - LIBERATES
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal ( ) Against proposal ( ) General comments

Name: JERRY ALLEN WILBURN

Business or Organization Affiliation: WORLD PEACE ORGANIZATION

Address: EGGLESTON DRIVE (Street) WOODLAND (City) HOMELESS MAIL (State) 95691 (Zip)

Business phone: ✓ Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ✓

Client Name: Phone #:

Client Address: Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

10

CITY OF LOS ANGELES SPEAKER CARD

Date

Council File No., Agenda Item, or Case No.
#11

I wish to speak before the _____
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal
(✓) Against proposal
( ) General comments

Name: PASTOR CARLOS PAIVE

Business or Organization Affiliation: Lutheran Church

Address: Burlington, CA (PCU Union)
Street City State Zip

Business phone: _____ Representing: Community / PAC II Member

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

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12

CITY OF LOS ANGELES SPEAKER CARD

Date: Oct 21-97

Council File No., Agenda Item, or Case No.: 1st-Arena

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal ( ) Against proposal ( ) General comments

Name: Sister Diane Donoghue

Business or Organization Affiliation: Esperanza Housing

Address: 2337 So Figueroa St
Street City State Zip

Business phone: 748-7285 Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: Phone #:

Client Address:
Street City State Zip

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13

CITY OF LOS ANGELES SPEAKER CARD

Date: 10/21/97

Council File No., Agenda Item, or Case No.: 11

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal ( ) Against proposal ( ) General comments

Name: Richard Slawson

Business or Organization Affiliation: LA County Bldg. + Const. Trades

Address: _____
Street City State Zip

Business phone: _____ Representing: _____

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

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14

CITY OF LOS ANGELES SPEAKER CARD

Date: 10-21-97

Council File No., Agenda Item, or Case No.: 11

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal ( ) Against proposal ( ) General comments

Name: DARRYL HOLTER

Business or Organization Affiliation: Fairfax Corridor B.I.D.

Address: 440 S. McCadden Pl. (Street) L.A. (City) CA (State) 90020 (Zip)

Business phone: 213-747-6492 Representing: SHAMMAS GROUP

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

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Client Address: _____
Street City State Zip

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15

CITY OF LOS ANGELES SPEAKER CARD

Date: 10/21/97

Council File No., Agenda Item, or Case No.: # 11

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal ( ) Against proposal ( ) General comments

Name: MIGUEL CONTRERAS

Business or Organization Affiliation: LA County Federation of LABOR, AFL-CIO

Address: 2130 West 9th St., LA CA 90006
Street City State Zip

Business phone: 213/381-5611 Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: Phone #:

Client Address:
Street City State Zip

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16

CITY OF LOS ANGELES SPEAKER CARD

Date: 10-21-97

Council File No., Agenda Item, or Case No.:

I wish to speak before the _____
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal
( ) Against proposal
( ) General comments

Name: Richard Quevedo

Business or Organization Affiliation: Laborers Local 300

Address: 515 Shatto Place L.A. CA
Street City State Zip

Business phone: 213 · 385-3550 Representing: Laborers L-300

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

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17

CITY OF LOS ANGELES SPEAKER CARD

Date: 10/21/97

Council File No., Agenda Item, or Case No.: 11

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal ( ) Against proposal ( ) General comments

Name: GENE HALE

Business or Organization Affiliation: GREATER L.A. AFRICAN-American Chamber of Commerce

Address: c/o 1875 W. Redondo Bch. Blvd., #102 Gardena, CA 90247
Street City State Zip

Business phone: 310/515-6715 Representing:

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Client Name: Phone #:

Client Address:
Street City State Zip

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18

CITY OF LOS ANGELES SPEAKER CARD

Date: 10/21/97

Council File No., Agenda Item, or Case No.: 11

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal ( ) Against proposal ( ) General comments

Name: KAREN L. HATHAWAY

Business or Organization Affiliation: Chair, Central City Assoc., Pres., LA Athletic Club

Address: 431 West 7th St. (Street), LA (City) CA (State) 90014 (Zip)

Business phone: 213/622-1254 Representing:

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Client Address: _____
Street City State Zip

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19

CITY OF LOS ANGELES SPEAKER CARD

Date 10/21/97

Council File No., Agenda Item, or Case No. 11

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal
( ) Against proposal
( ) General comments

Name: JACK KYSER

Business or Organization Affiliation: Economic Development Corp.

Address: 515 S. Flower St., 32nd FL., LA CA 90071
Street / City / State / Zip

Business phone: 213/622-4300 Representing:

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Client Address:
Street / City / State / Zip

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20

CITY OF LOS ANGELES SPEAKER CARD

Date: 10/21/97

Council File No., Agenda Item, or Case No.: #11

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal ( ) Against proposal ( ) General comments

Name: RICHARD AMADOR

Business or Organization Affiliation: CHARO Economic Development Corp.

Address: 3951 East Medford St., LA CA 90063
Street City State Zip

Business phone: 213/269-0751 Representing:

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Street City State Zip

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21

CITY OF LOS ANGELES SPEAKER CARD

Date: 10/21/97

Council File No., Agenda Item, or Case No.: #11

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal ( ) Against proposal ( ) General comments

Name: ANITA ZUSMAN

Business or Organization Affiliation: Los Angeles Area Chamber of Commerce

Address: 350 S. Bixel St. LA CA 90017
Street City State Zip

Business phone: 213/580-7500 Representing:

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22

CITY OF LOS ANGELES SPEAKER CARD

Date: 10/21/97

Council File No., Agenda Item, or Case No.: 11

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal ( ) Against proposal ( ) General comments

Name: MARIA Elena Durazo

Business or Organization Affiliation: HERE LOCAL 11

Address: 321 S. Bixel Street, L.A., CA 90017
Street / City / State / Zip

Business phone: 213/481-8530 Representing: HERE LOCAL 11

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Client Address: _____
Street / City / State / Zip

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23

CITY OF LOS ANGELES SPEAKER CARD

Date: 10/21/97

Council File No., Agenda Item, or Case No.: 11

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal ( ) Against proposal ( ) General comments

Name: Sylvia Robledo

Business or Organization Affiliation: California Hospital Medical Center

Address: 1401 South Grand Ave., LA CA 90015
Street City State Zip

Business phone: 213/742-5784 Representing: _____

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Client Address: _____
Street City State Zip

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24

CITY OF LOS ANGELES SPEAKER CARD

Date 10/21/97

Council File No., Agenda Item, or Case No. 11

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal ( ) Against proposal ( ) General comments

Name: Michael Pfeiffer

Business or Organization Affiliation: South Park Stakeholders Group/Central City South

Address: 315 West 9th St., Suite 912, LA CA 90015
Street City State Zip

Business phone: 213/612-3612 Representing: _____

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Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

25

CITY OF LOS ANGELES SPEAKER CARD

Date: 10/21/97

Council File No., Agenda Item, or Case No.: # 11

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal ( ) Against proposal ( ) General comments

Name: HAL ROSS

Business or Organization Affiliation: L.A City Convention & Exhibition Center Authority

Address: 1201 South Figueroa St., LA 90015
Street City State Zip

Business phone: 310/471-8321 Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: Phone #:

Client Address:
Street City State Zip

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24

CITY OF LOS ANGELES SPEAKER CARD

Date 10/21/97

Council File No., Agenda Item, or Case No. 11

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal ( ) Against proposal ( ) General comments

Name: Chris Martin

Business or Organization Affiliation: AC Martin Partners

Address: 811 W. 7th Street LA
Street City State Zip

Business phone: 213-614-6102 Representing: Self

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

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27

CITY OF LOS ANGELES SPEAKER CARD

Date: 10/21/97

Council File No., Agenda Item, or Case No.: ~~11~~ 11

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal ( ) Against proposal ( ) General comments

Name: GLORIA Soto

Business or Organization Affiliation: Belmont Community Advisory Council

Address: 1647½ West Cortez / LA / CA 90026
Street / City / State / Zip

Business phone: 213/353-0210 Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street / City / State / Zip

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2-8

CITY OF LOS ANGELES SPEAKER CARD

Date: 10/21/97

Council File No., Agenda Item, or Case No.: 11

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal ( ) Against proposal ( ) General comments

Name: Tom McAleer

Business or Organization Affiliation: Int'l Alliance of Theatrical Stage Employees, Local 33

Address: 1720 West Magnolia (Street) Burbank (City) CA (State) 91506 (Zip)

Business phone: 818/841-9233 Representing: _____

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

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Client Address: _____
Street City State Zip

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29

CITY OF LOS ANGELES SPEAKER CARD

Date: 10/21/97

Council File No., Agenda Item, or Case No.: #11

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal ( ) Against proposal ( ) General comments

Name: JUANITA TATE

Business or Organization Affiliation: Concerned Citizens of South Central L.A.

Address: P.O. Box 11337, LA CA 90011
Street City State Zip

Business phone: 213/846-2500 Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: Phone #:

Client Address:
Street City State Zip

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30

CITY OF LOS ANGELES SPEAKER CARD

Date 10/21/97

Council File No., Agenda Item, or Case No. 11

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal ( ) Against proposal ( ) General comments

Name: Rebecca Barrantes

Business or Organization Affiliation: Latin Business Association

Address: c/o 900 Wilshire Blvd., LA CA 90017
Street City State Zip

Business phone: 213/489-5605 Representing: LBA

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

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31

CITY OF LOS ANGELES SPEAKER CARD

Date: 10/21/97

Council File No., Agenda Item, or Case No.: 11

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal ( ) Against proposal ( ) General comments

Name: SANDRA FIGUEROA

Business or Organization Affiliation: El Centro del Pueblo

Address: 1157 LeMoyne St., LA CA 90026
Street City State Zip

Business phone: 213/483-6335 Representing:

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Client Address:
Street City State Zip

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32

CITY OF LOS ANGELES SPEAKER CARD

Date: 10/21/97

Council File No., Agenda Item, or Case No.: 77

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal ( ) Against proposal ( ) General comments

Name: Robert Aguirre

Business or Organization Affiliation: Salvation Army Red Shield Youth Center

Address: 1532 W. 11th St. (Street) L.A. (City) Ca. (State) 90015 (Zip)

Business phone: (213) 381-3747 Representing: Salvation Army

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Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

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CITY OF LOS ANGELES SPEAKER CARD

Date: 10/15

Council File No., Agenda Item, or Case No.: 1

I wish to speak before the Ad Hoc Committee
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal ( ) Against proposal ( ) General comments

Name: JUANITA TATE

Business or Organization Affiliation: ASCLA, Common Cause

Address: 4701 S CENTRAL
Street City State Zip

Business phone: 846-2500 Representing: ASCLA

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Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

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CITY OF LOS ANGELES SPEAKER CARD

Date: 10-16-97

Council File No., Agenda Item, or Case No.: 1

I wish to speak before the _____
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal (✓) Against proposal ( ) General comments

Name: LAWRENCE TEETER

Business or Organization Affiliation: 3660 Wilshire Blvd #1100

Address: LA (Street) CA (City) 90010 (State) (Zip)

Business phone: (213) 387-4512 Representing: Coalition for Community Rights

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Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CITY LOS ANGELES SPEAKER CARD

Date: 10/16/97

Council File No., Agenda Item, or Case No.: 1

I wish to speak before the _____
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal ( ) Against proposal ( ) General comments

Name: Irene Lewis

Business or Organization Affiliation: The Red Shield Youth + Community Center

Address: 1532 W 11th Street, L.A. CA 90015
Street City State Zip

Business phone: (213)381-3747 Representing: Red Shield

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

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CITY OF LOS ANGELES SPEAKER CARD

Date: 10/16/97

Council File No., Agenda Item, or Case No.: 1

I wish to speak before the Arena AD Hoc Committee
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal ( ) Against proposal ( ) General comments

Name: William Luddy

Business or Organization Affiliation: Carpenters/Contractors Cooperation Committee

Address: 520 S. Virgil Ave (Street) LA (City) CA (State) 90020 (Zip)

Business phone: 213 738-9071 Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: Phone #:

Client Address: (Street) (City) (State) (Zip)

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CITY OF LOS ANGELES SPEAKER CARD

Date: 10-16-97

Council File No., Agenda Item, or Case No.: 1

I wish to speak before the ARENA AD HOC

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal ( ) Against proposal ( ) General comments

Name: RICHARD SLAWSON

Business or Organization Affiliation: LA/O BUILDING TRADES COUNCIL

Address: 1626 BEVERLY BLVD, LOS ANGELES, CA 90026
Street City State Zip

Business phone: (213) 483-4222 Representing: BUILDING TRADES CRAFTS

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

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CITY OF LOS ANGELES SPEAKER CARD

Date: 10/16/97

Council File No., Agenda Item, or Case No.:

I wish to speak before the ad/hoc Arena Coor
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal
( ) Against proposal
( ) General comments

Name: Carol Schatz

Business or Organization Affiliation: DCCH

Address: 606 So Olive
Street City State Zip

Business phone: (213) 624 1255 Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ✓

Employer

Client Name: DCCH Phone #:

Client Address:
Street City State Zip

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CITY OF LOS ANGELES SPEAKER CARD

Date: 10/16/17

Council File No., Agenda Item, or Case No.: 1

I wish to speak before the Adhoc Committee - City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal
( ) Against proposal
( ) General comments

Name: Cindy Giordano

Business or Organization Affiliation: Cushman & Wakefield - The MOT Center

Address: 700 S. Flower St, Ste 400 LA, CA 90017
Street City State Zip

Business phone: 213/624-2891 Representing: Arena Project.

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CITY OF LOS ANGELES SPEAKER CARD

needs to leave early

Date	Council File No., Agenda Item, or Case No.
10/16	

I wish to speak before the AD HOC
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal
( ) Against proposal
( ) General comments

Name: Gene Hale

Business or Organization Affiliation: African American Chamber of Commerce

Address: 1875 W Redondo Bch Blvd #102 Gardena 90249
Street City State Zip

Business phone: _____ Representing: _____

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CITY OF LOS ANGELES SPEAKER CARD

Date: 10-16-97

Council File No., Agenda Item, or Case No.:

I wish to speak before the: Ad Hoc Committee
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal ( ) Against proposal ( ) General comments

Name: DARRYL HOLTER

Business or Organization Affiliation: Figueroa Corridor Partnership (BID) - SHAMMAS GROUP

Address: 440 S. McCadden Pl LA CA 90020
Street City State Zip

Business phone: 742-6492 Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: Phone #:

Client Address:
Street City State Zip

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CITY OF LOS ANGELES SPEAKER CARD

Date: 10-16-57

Council File No., Agenda Item, or Case No.: 1

I wish to speak before the _____
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal ( ) Against proposal ( ) General comments

Name: Richard Quevedo

Business or Organization Affiliation: Laborers Local 300

Address: 515 Shatto Pl. (Street) L.A. (City) CA (State) 90200 (Zip)

Business phone: 213-385-3552 Representing: L-300

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CITY OF LOS ANGELES SPEAKER CARD

Date: 10/16/97

Council File No., Agenda Item, or Case No.: Agenda #1

I wish to speak before the Ad hoc Committee of the L.A. Arena.
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal ( ) Against proposal ( ) General comments

Name: Anita Zusman

Business or Organization Affiliation: Los Angeles Area Chamber of Commerce (LAACC)

Address: 350 S. Bixel Street, Los Angeles, CA
Street City State Zip

Business phone: 213/580-7549 Representing: LAACC

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: [X]

Client Name: LAACC Phone #:

Client Address: 350 S. Bixel Street, Los Angeles. CA
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CIT[illegible] LOS ANGELES SPEAKER[illegible]RD

Date: 10-16-97

Council File No., Agenda Item, or Case No.:

I wish to speak before the Ad Hoc Committee on the LA Arena Prop.
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal ( ) Against proposal ( ) General comments

Name: Sandra Figueroa-Villa

Business or Organization Affiliation: El Centro del Pueblo

Address: 7th & Coronado Street CA City State 90015 Zip

Business phone: 213-483-6335 Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: Phone #:

Client Address: Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CIT[illegible] LOS ANGELES SPEAKER[illegible]RD

Date: 10/16/97

Council File No., Agenda Item, or Case No.: 1

I wish to speak before the Ad Hoc Committee - LA Arena Proposal
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal ( ) Against proposal ( ) General comments

Name: Mike Pfeiffer, Executive Director

Business or Organization Affiliation: South Park Stakeholders Group

Address: 315 West Ninth St #912 LA 90015
Street City State Zip

Business phone: 213/612-3612 Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ✓

Client Name: Same As Above Phone #:

Client Address:
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CERTIFICATE OF POSTING - "PUBLIC HEARING"

CITY OF LOS ANGELES
DEPARTMENT OF CITY PLANNING
200 NORTH SPRING STREET
LOS ANGELES, CA 90012

CASE NO. 97-0105-CU / 97-0106-DA / 97-0120 / 97-0185CU

( ) Board of Zoning Appeals - Room 516
( ) Commission Hearings / COUNCIL - Room 550 / 1340
( ) Periodic Plan Review - Room 505
( ) Subdivisions/Parcel Maps - Room 655
( ) Zoning Administration - Room 600

CERTIFICATE OF POSTING

This certifies that I/WE have posted the "NOTICE OF PUBLIC HEARING" sign for

CU / DA / CUB / CU

(type of request)

located at 1191-1201 S. FIGUEROA ST
(address of development)

Public Hearing scheduled TUESDAY, OCT 7 1997

I hereby certify under the penalty of perjury that I posted the above-mentioned NOTICE OF PUBLIC HEARING on the 26 day of SEPT. 1997

Owner/Applicant (Print)

OR Representative/Posting Agent (Print) PETER ELIAS

Signature

Signature

Date

THE PROCESSING OF YOUR CASE WILL NOT BE COMPLETED UNTIL THIS FORM IS RETURNED TO THE CASE FILE FOR YOUR PROJECT (SEE ABOVE FOR ROOM NUMBERS).

DEPARTMENT POLICY REQUIRES THAT VERIFICATION OF THE DATE OF POSTING A MINIMUM OF TWO PHOTOGRAPHS MUST BE TAKEN (FRONT PAGE OF A NEWSPAPER WITH THE DATE CLEARLY READABLE IN THE PHOTOGRAPH NEXT TO THE SIGN AND ANOTHER SHOWING THE SIGN(S) POSTED ON THE SITE FROM ACROSS THE STREET).

REGARDLESS OF WHO POSTS THE SITE IT IS ALWAYS THE RESPONSIBILITY OF THE APPLICANT/OWNER TO ASSURE THAT THE NOTICE IS FIRMLY ATTACHED, LEGIBLE, POSTED FOR PUBLIC VIEW FROM THE PROPERTY STREET FRONTAGE, AND REMAINS IN THAT CONDITION THROUGHOUT THE ENTIRE POSTING PERIOD.

CP-7762 (10/06/93)

Metropolitan News - publish on or before September 26, 1997
Newspaper

CORRECTED NOTICE

PUBLIC NOTICE

The Planning and Land Use Management Committee of the Los Angeles City Council will consider on Tuesday, October 7, 1997 at approximately 1:00 p.m. or soon thereafter in Room 340, 200 North Spring Street, Los Angeles, CA 90012, an appeal filed by Coalition for Community Rights, Terry duSoleil, c/o Lawrence Teeter, Attorney at Law, protestant, from the determination of the Board of Referred Powers, acting instead of the City Planning Commission, which approved the following Conditional Use Permits:

1. A Conditional Use Permit for the site at 1191-1201 South Figueroa Street, to allow the construction, operation and maintenance of a sports and entertainment complex consisting of an Arena that shall contain a capacity for no more than 22,000 seats and a maximum of 950,000 square feet and, at the option of the applicant, basketball practice facilities and an ice skating rink; ancillary uses at a maximum of 100,000 square feet to include retail, restaurant and entertainment uses; and a maximum of 50,000 square feet of primarily team office space.

2. A Conditional Use Permit for the sale or dispensing for consideration of alcoholic beverages for on-site consumption in the Arena and for on-site consumption in four establishments outside the Arena on the Arena Site.

3. A Conditional Use Permit for reduction of the a previously-approved Conditional Use site)CUP 97-0185(CU)), to sever the Site from the deemed-to-be-approved Convention Center site.

The City Council's Ad Hoc Committee on the Los Angeles Arena Proposal will consider, on Thursday, October 16, 1997, at approximately 10:00 a.m. or soon thereafter in the Council Chamber, at the above-mentioned address, various matters including the following:

1. A Development Agreement between the applicant, Los Angeles Arena Development Company, and the City of Los Angeles.

2. A Disposition and Development Agreement between the applicant, Los Angeles Arena Development Company, the City of Los Angeles and the Community Redevelopment Agency of the City of Los Angeles.

The full Los Angeles City Council will conduct a public hearing on the all these matters on October 21, 1997, at approximately 10:00 a.m. or soon thereafter in the Council Chamber at the above-mentioned address.

Applicant: L.A. Arena Development Co./City of Los Angeles

If you are unable to appear at these hearings, you may submit your comments in writing. The file and appeal referred to above can be reviewed in the Office of the City Clerk, and written comments may be addressed to the City Clerk, Room 395, City Hall, 200 North Spring Street, Los Angeles, CA 90012.

Note: If you challenge this proposed action 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 Clerk at or prior to, the public hearing. Any written correspondence delivered to the City Clerk before the City Council's final action on a matter will become a part of the administrative record.

J. MICHAEL CAREY, CITY CLERK
of the City of Los Angeles

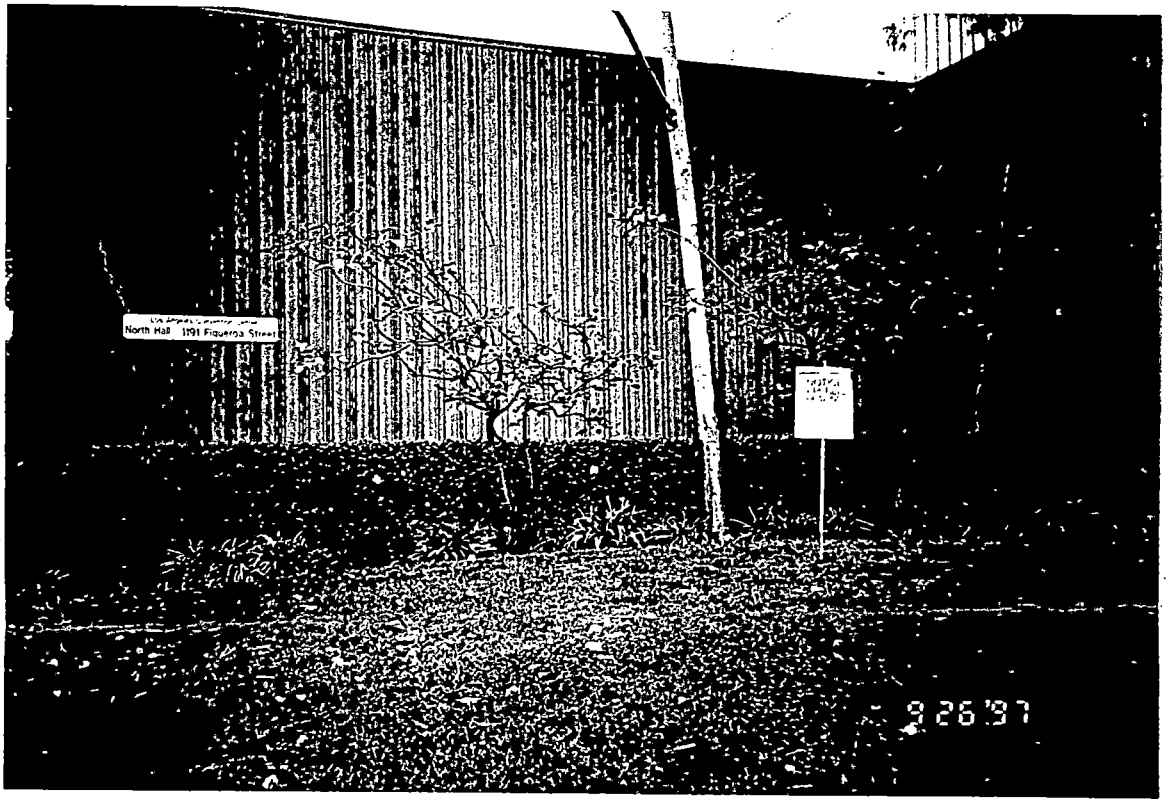
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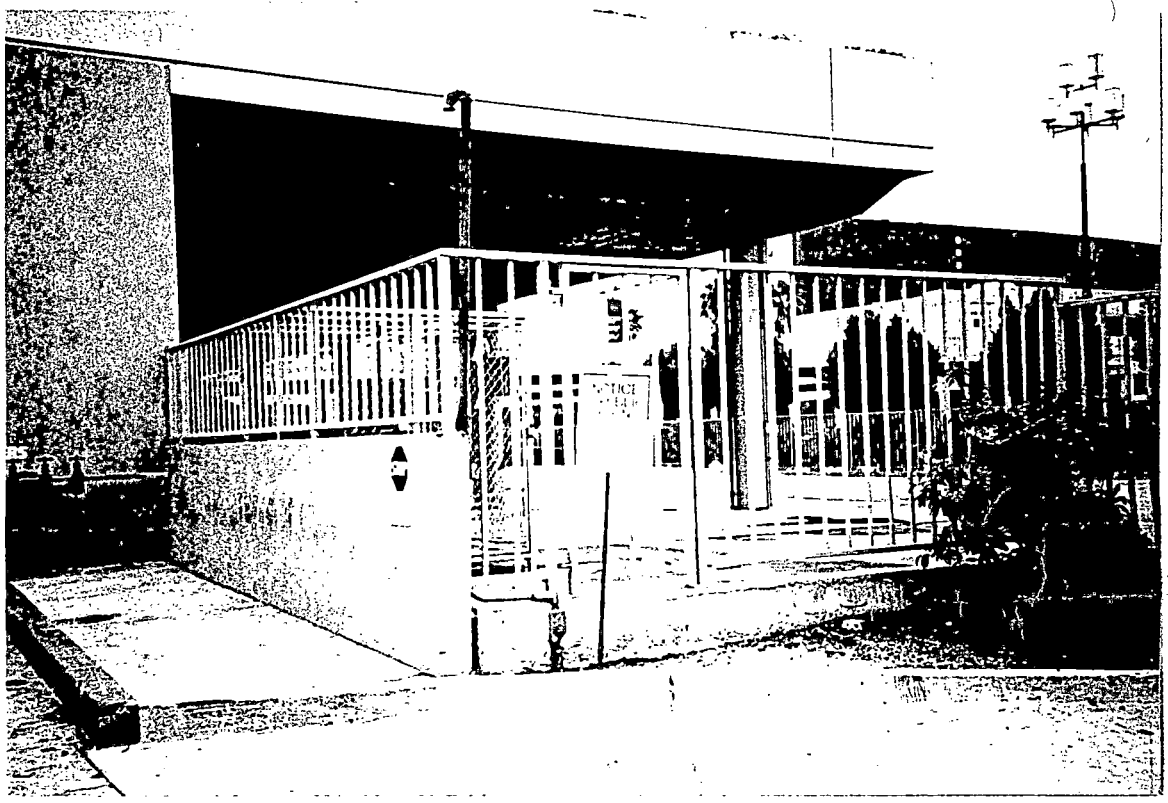



NOTICE
OF PUBLIC
HEARING
9 26 '97

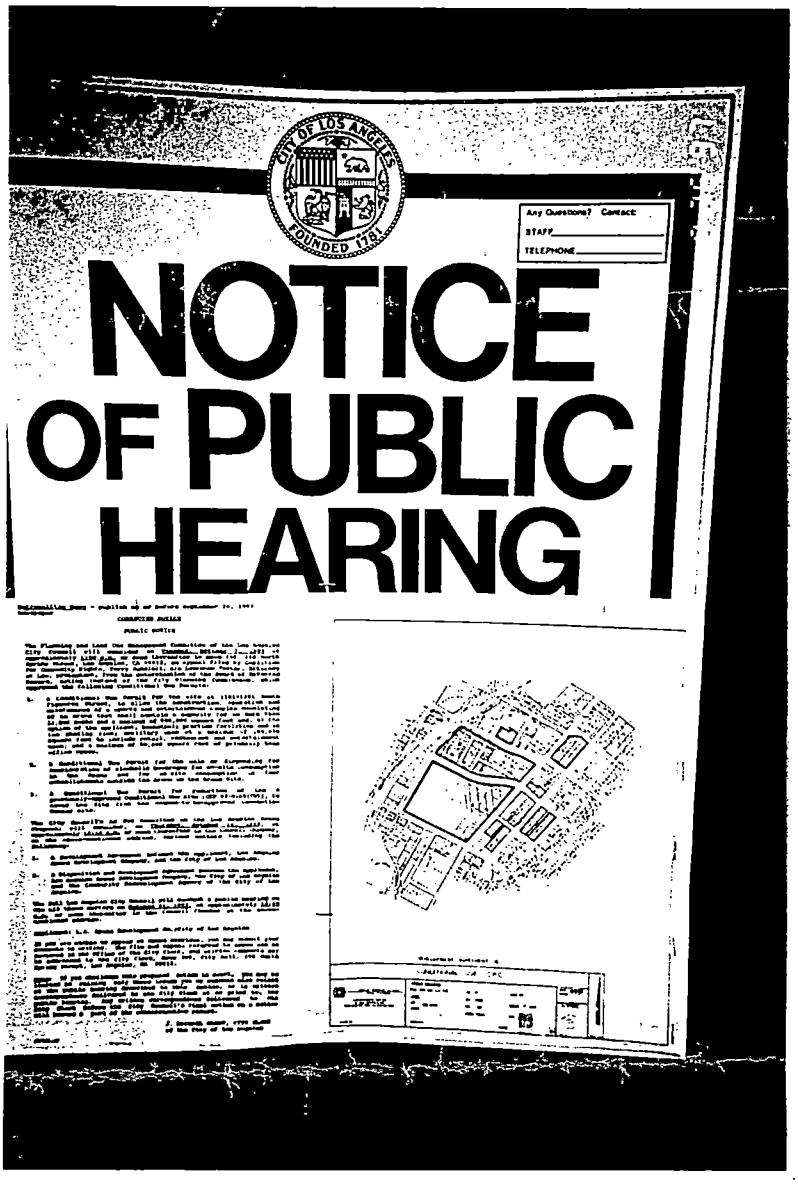

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West Hall
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HEARING
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North Hall 1191 Figueroa Street
9 26 97




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OF PUBLIC
HEARING
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CITY OF LOS ANGELES
FOUNDED 1781
Any Questions? Contact:
STAFF
TELEPHONE
NOTICE
OF PUBLIC
HEARING

*Adopted as amended by Council action of 10-21-97.

FILE NO. 96-1590-S1,S4,S5,S7,
S9,S10,S11,S12
97-1555

TO THE COUNCIL OF THE
CITY OF LOS ANGELES

Your AD HOC COMMITTEE ON THE LOS ANGELES ARENA PROPOSAL

reports as follows:

	Yes	No
Public Comments	XX	__

FINAL ENVIRONMENTAL IMPACT REPORT, STATEMENT OF OVERRIDING CONSIDERATIONS, MITIGATION MONITORING PROGRAM, DEVELOPMENT AGREEMENT, DISPOSITION AND DEVELOPMENT AGREEMENT, RECIPROCAL EASEMENT AND ENVIRONMENTAL RESTRICTION AGREEMENT, ARENA GROUND LEASE AGREEMENT, ENVIRONMENTAL INDEMNITY AGREEMENT, CONDITIONAL USE APPEAL, AD HOC COMMITTEE ON THE LOS ANGELES ARENA PROPOSAL REPORT and ORDINANCE relative to the proposed Arena at the Los Angeles Convention Center.

Recommendations for Council action, as recommended by the City Administrative Officer and the Chief Legislative Analyst:

1. CONCUR with the Board of Referred Powers action of August 6, 1997 acting instead of the City Planning Commission and: *[Exhibit 7]*

   a. CERTIFY that the Final Environmental Impact Report and Attachment to the Final Environmental Impact Report for the Los Angeles Sports and Entertainment Complex (collectively, the "FEIR"; State Clearinghouse No. 96091061), prepared and certified by the Community Redevelopment Agency as lead agency, is adequate for matters related to the Sports and Entertainment Complex which are before the City, and that the City has reviewed and considered the information contained therein pursuant to the State CEQA Guidelines including Section 15096 thereof, and the City CEQA Guidelines along with other factors related to this matter.

   b. AMEND the Los Angeles Sports and Entertainment Complex Mitigation Monitoring Plan ("Mitigation Monitoring Plan") as set forth in the Los Angeles City Planning Department Staff Report to the Board of Referred Powers dated August 6, 1997 ("City Planning Department Report") at pages 111-169 of Exhibit E-6 to such report, to be consistent with Condition 5 (Environmental) of the Conditions of Approval. (The Conditions of Approval are set forth in Section 3 of the City Planning Department Report.)

c. ADOPT the Mitigation Monitoring Plan, as amended, pursuant to Section 21081.6 of the California Public Resources Code.

d. ADOPT the California Environmental Quality Act Findings as specified in Sections IV, V and VI of the document entitled Statement of Environmental Effects, Mitigation Measures, Findings, Statement of Overriding Considerations and Mitigation Reporting and Monitoring Program for the Proposed Los Angeles Sports and Entertainment Complex ("Statement of Environmental Effects"), set forth at Exhibit E-6 of the City Planning Department Report.

e. ADOPT the Statement of Overriding Considerations set forth in Section VII of the Statement of Environmental Effects.

Relative to the Conditional Use Permits

2. ADOPT the Planning and Land Use Management Committee recommendations of October 7, 1997 to DENY the appeal filed by the Coalition for Community Rights and CONCUR with the Board of Referred Powers action of August 6, 1997 acting instead of the City Planning Commission, subject to the (1) submission of a Preliminary Parking and Transportation Plan by the Venture showing traffic circulation and parking; (2) at Venture cost, provision of a study of wind effects at the Convention Center and, if called for, incorporation of feasible mitigation measures into the Arena design; and, (3) at Venture cost, construct a northbound, one-way extension of Cherry Street within the Olympic Properties connecting 11th Street with Olympic Boulevard with the approval of the Department of Transportation, to:

[Exhibit 7]

a. ADOPT the Findings, set forth as Section 4 of the City Planning Department Report, regarding the following conditional uses: City Planning Case Nos. 97-0105(CU) and 97-0120(CUB) and the Development Agreement 97-0106(DA) as Findings of the Board.

b. APPROVE a Conditional Use [CPC No. 97-0105(CU)] for the site at 1191-1201 South Figueroa Street, to allow the construction, operation and maintenance of a sports and entertainment complex consisting of an Arena that shall contain a capacity for no more than 22,000 seats and a maximum of 950,000 square feet, and, at the option of the applicant, basketball practice facilities and an ice-skating rink; ancillary uses at a maximum of 100,000 square feet to include retail/restaurant/ entertainment uses; and, a maximum of 50,000 square feet of primarily team office space, subject to the conditions of approval specified in Section 3 of the

City Planning Department Report, as modified by the attached Staff Recommended Modifications to the Staff Report.

c. APPROVE a Conditional Use [CPC 97-0120(CUB)] for the sale or dispensing for consideration of a full line of alcoholic beverages for on-site consumption in the Arena and for on-site consumption in four establishments outside the Arena on the Arena Site, subject to the conditions of approval specified in Section 3 of the City Planning Department Report, as modified.

d. ADOPT the Findings and Recommendations of the City Planning Department Report and APPROVE the Reduction of a previously-approved Conditional Use site [CUP 97-0185(CU)], to sever the site from the deemed-to-be-approved Convention Center site.

Relative to the New Financial Terms of the Project

3. AUTHORIZE the restructuring of the Los Angeles Convention Center ("LACC") Debt Service Reserve Fund ("DSR") as discussed in the report.

4. AUTHORIZE an amendment to the agreement with Orrick, Herrington & Sutcliffe to continue to provide bond counsel services to complete the bond sale for the Arena transaction, funding for which will be provided from bond proceeds.

5. REQUEST the City Attorney to negotiate a jobs credit agreement and submit it to the Council for approval prior to closing.

6. AUTHORIZE a credit of $540,000 toward developer fees for the Arena project upon approval of the Definitive Agreements to be applied to the jobs credits as will be defined in the jobs credit agreement referenced in No. 5 above.

7. AUTHORIZE the Community Redevelopment Agency ("Agency") to execute the Second Supplemental Trust Agreement by and between the Agency and First Trust of California, as trustee for the Central Business District Tax Allocation Refunding Bonds, Series I. *[Exhibit 12]*

8. AUTHORIZE the Community Redevelopment Agency ("Agency"), in advance of the Second Supplemental Trust Agreement, to take any and all actions necessary to provide security for the Agency's obligation to repay the commitment of $12 million provided by the Developer for the cost of property acquisition and related activities for the project; the obligation will be repaid with interest compounded annually at the rate of 6.77%.

9. APPROVE the accompanying Gap Funding Agreement which sets forth the terms and conditions of the Venture's guarantee and such other agreements and instruments as are necessary to secure the Agency's repayment obligations to the Venture. *[Exhibit 15]*

Relative to Definitive Agreements:

10. APPROVE the accompanying Disposition and Development Agreement ("DDA") between the Los Angeles Arena Development Company, LLC ("Venture"), the Agency, and the City, which has been revised to reflect the new terms of the project, and request the Agency to take action as soon as possible to approve the DDA, with execution subject to satisfactory compliance with conditions precedent specified in the Council-approved Memorandum of Understanding Section 3.4.1 and Article II of the DDA (the Council's action shall constitute approval required under the Agency Oversight Ordinance). *[Exhibit 1]*

11. APPROVE the accompanying Reciprocal Easement and Environmental Restriction Agreement ("REA") between the Venture, Agency and the City relative to the granting of rights and easements over property owned by the parties and prescribes the maintenance, operation and use of the property owned by parties, such as signage criteria, use of West Hall Parking and Lindsay Plaza, and roadway and utility easements, and request the Agency to take action as soon as possible to approve the REA, with execution subject to satisfactory compliance with conditions precedent (the Council's action shall constitute approval required under the Agency Oversight Ordinance). *[Exhibit 2]*

12. APPROVE the accompanying Arena Ground Lease between the Venture and the City which grants property adjacent to the Los Angeles Convention Center to the Venture for 55 years and prescribes rights, conditions and obligations under which the agreement is effective, with execution subject to satisfactory compliance with conditions precedent. *[Exhibit 3]*

13. ADOPT the accompanying ORDINANCE authorizing the execution of the Development Agreement ("DA"); APPROVE the DA between the Venture and the City, as approved by the Board of Referred Powers on August 6, 1997 (C.F. 96-1590-S12), acting in the place of the Planning Commission, which establishes development rights, agreements and assurances, including the proposed Admissions Fee, with execution subject to satisfactory compliance with conditions precedent; and, INSTRUCT the City Clerk, pursuant to California Government Code Section 65868.5, to record a copy of the DA with the County Recorder within 10 days after execution by the City. *[Exhibit 4 and 5]*

14. APPROVE the Environmental Indemnity Agreement between the

Venture, Agency, City and Los Angeles Convention Center authority relative to the City-owned properties that will be conveyed to the Venture. *[Exhibit 6]*

Relative to the Community Redevelopment Agency:

15. CONCUR in the Agency Board actions to AUTHORIZE the Agency to:

    a. Negotiate and execute a relocation agreement with the Los Angeles Unified School District for the relocation Los Angelitos Children's Center for an amount not to exceed $1.7 million. *[Exhibit 8]*

    b. Relative to the Replacement Housing Plans:

        i. Amend the FY98 Budget to acknowledge the anticipated future receipt of $4,496,000 from the City General Fund to the Agency for the development of replacement housing for the Arena project, with funds to be transferred when needed for construction.

        ii. Increase the Agency's commitment to the 62-unit Grandview Nine family housing project (Work Objective CW1206) by $2,740,000 and the 75-unit 1010 Family Housing Project by $1,756,000 (Work Objective SP1100), and transfer the above-referenced funds to the respective work objectives.

        iii. Amend the FY98 Budget to acknowledge receipt of the reimbursement of Agency pre development costs for the Arena project in the amount of $693,150 from the City, and allocate these funds to Work Objective SP1100.

        iv. Amend the FY98 Budget to transfer the balance of land proceeds from the sale of Agency land for the 1010 Senior Housing Project in the amount of $251,850 to Work Objective SP1100.

        v. Work with the Los Angeles Housing Department to develop a near-term plan for the development of 51 additional replacement units and, in conjunction with the City Administrative Officer and Chief Legislative Analyst, to report back on the feasibility of establishing an "Arena Replacement Housing Trust Fund" to address additional housing needs in the area. *[Exhibit 9]*

    *c. Add *$100,000 ~~$80,000~~ to the contract with the law firm of Goldfarb & Lipman for legal services rendered in the

negotiation and preparation of documents related to this project. **(Hernandez - Alatorre)** *[Exhibit 10]*

d. Subject to Initial Closing as defined in the DDA, amend the Agency FY98 Budget for SP3070 and SP3080 (L.A. Arena) by recognizing $87,500,000 in project revenue. *[Exhibit 11]*

e. Take other such actions reasonably necessary to facilitate this project as approved. *[Exhibit 11]*

16. AUTHORIZE the Agency to (the Council's action shall constitute approval required under the Agency Oversight Ordinance): *[Exhibit 12]*

a. Enter into a contract for relocation consultants not to exceed $225,000 and a contract for acquisition consultants not to exceed $225,000, from the Agency's list of pre qualified consultants.

b. Negotiate and enter into a lease for a site office within close proximity to the Arena site to facilitate relocation activities.

c. Increase the Administrator's authority from $25,000 to $50,000 for Arena-related contracts.

d. Amend and approve a revised Relocation Plan in conformance with new State requirements.

Other Actions:

17. APPROVE the accompanying Signage Criteria, Schematic Design Drawings, subject to a revision to make restrooms in the police substation available to the general public during Arena events, and Preliminary Arena Landscape Drawings for the proposed project. *[Exhibit 12, 13 and 14]*

18. AUTHORIZE the President of the City Council to sign all agreements related to this project on behalf of the City once all conditions precedent have been met.

19. AUTHORIZE the Agency, City Administrative Officer, Chief Legislative Analyst, with the assistance of the City Attorney to make minor adjustments or modifications to the approved documents consistent and in conformance with the project terms set forth in this report.

20. INSTRUCT the City Administrative Officer and the Chief Legislative Analyst, with the assistance of the City Attorney, to report back to Council, when appropriate, to certify that all closing conditions as specified in the DDA have been met.

21. REQUEST the City Attorney to draft an ordinance to permit

the signage in accordance with the approved signage criteria for the project.

Fiscal Impact Statement: The City Administrative Officer and the Chief Legislative Analyst advise that approval of this report and the requested actions would allow the negotiations of and preparation for the Arena transaction to continue, but would not commit the City to proceeding with the Arena transaction. Staff costs, attorney fees and various Agency activities in connection with the preparation for land acquisition would continue. Such costs between the date of this report and the closing of the transaction are estimated to be $250,000. If the transaction is ultimately approved, the cost of the City contribution would be approximately $5 million per year, all of which will be covered by the Admissions Fee, Overflow Parking Revenues and, if necessary, Venture payments or the payment guarantee.

Summary:

On May 23, 1997, the Council approved a Memorandum of Understanding (MOU) among the Los Angeles Arena Development Company, LLP (Venture), the Community Redevelopment Agency (Agency), and the City to construct an arena at the North Hall site of the Los Angeles Convention Center (LACC). Council further directed that all concerned departments proceed with negotiating all documents and agreements for the proposed project.

As part of its August 20, 1997 action, the Board of Referred Powers, acting in place of the City Planning Commission, approved (1) a Conditional Use Permit for the site at 1191-1201 South Figueroa Street, to allow the construction, operation and maintenance of a sports and entertainment complex consisting of an Arena that shall contain a capacity for no more than 22,000 seats and a maximum of 950,000 square feet and, at the option of the applicant, basketball practice facilities and an ice skating rink; ancillary uses at a maximum of 100,000 square feet to include retail, restaurant and entertainment uses; and a maximum of 50,000 square feet of primarily team office space; (2) a Conditional Use Permit for the sale or dispensing for consideration of alcoholic beverages for on-site consumption in the Arena and for on-site consumption in four establishments outside the Arena on the Arena Site; and (3) a Conditional Use Permit for reduction of the a previously-approved Conditional Use site, to sever the site from the deemed-to-be-approved Convention Center site.

On September 4, 1997, an appeal was filed by the Coalition for Community Rights, Terry duSoleil, c/o Lawrence Teeter, Attorney at Law, from the determination of the Board of Referred Powers. The matter was referred to the Planning and Land Use Management Committee on September 10, 1997 (CF 96-1590-S12).

At its meeting of October 7, 1997, the Planning and Land Use Management Committee considered the Conditional Use appeal. The

Committee held a public hearing regarding the land use issues related to the proposed project and speakers presented testimony both in opposition and in support of the appeal. The applicant and the appellant spoke in support of their positions.

After careful review of the testimony presented and after considering the merits of the appeal, the Planning and Land Use Management Committee recommended that the appeal be denied. The Committee, however, expressed concern relative to potential impacts on the immediate project area such as off-site parking, traffic control, availability of shuttles for event attendees, and planning for increased traffic during events that may occur simultaneously. As such, the Committee requested that the applicant accelerate preparation of its Parking and Circulation Management Plan, in consultation with the Convention Center Coordinating Committee, to coordinate parking and circulation operations, minimize specific operational conflicts between Arena and other events, and address impacts to the immediate project area.

The Planning and Land Use Management Committee instructed that its recommendations be forwarded to the Ad Hoc Committee on the Los Angeles Arena Proposal for inclusion in its report to Council.

On October 16, 1997, the Ad Hoc Committee on the Los Angeles Arena Proposal considered a comprehensive joint City Administrative Officer (CAO) and Chief Legislative Analyst (CLA) report regarding the proposed project at the Los Angeles Convention Center. Staff from the Community Redevelopment Agency, City Attorney, CAO, CLA and the Community Development Department (CDD) were present.

The CAO provided an overview of the financial terms including funding sources and the Venture's guarantee. The CLA discussed the overall negotiations and the resulting CAO/CLA report and urged that the Committee adopt the staff's recommendations. The CAO/CLA report advised that approval of the recommendations and the requested actions would allow the negotiations of, and preparation for, the Arena transaction to continue, but would not commit the City to proceeding with the Arena transaction. Staff costs, attorney fees and various Agency activities in connection with the preparation for land acquisition would continue. Such costs between the date of their report and the closing of the transaction are estimated to be $250,000. If approved, the cost of the City contribution would be approximately $5 million per year, all of which will be covered by the Admissions Fee, Overflow Parking Revenues and, if necessary, Venture payments or the payment guarantee.

The City Attorney presented an overview of the contracting process and reviewed the major negotiated changes since the MOU was adopted on May 23, 1997. The Agency answered questions from the Committee members including questions regarding the Relocation and the Replacement Housing Plans. As part of the

Agency's discussion, CDD provided a presentation regarding its Job Outreach and Apprenticeship Program and its MBE/WBE Program as it relates to the proposed project.

The Committee held a public hearing in which several speakers voiced support for the proposed project and the Conditional Use appellant spoke in opposition. After the public hearing was closed, the Committee moved to approve (vote: 4-0) the staff recommendations as contained in the October 15, 1997 joint CAO/CLA report.

Respectfully submitted,

AD HOC COMMITTEE ON THE LOS ANGELES ARENA PROPOSAL

KC
10/17/97

Enc: Ordinance

CPCs 97-0105-CU
97-0120-CUB
97-0185-CU

CD 9

#961590.1

REPORT
ADOPTED
*AS AMENDED
OCT 21 1997
(SEE MOTIONS ATTACHED)
Los Angeles City Council
EIR CERTIFIED - FINDINGS ADOPTED,
STATEMENT OF OVERRIDING CONSIDERATION & MITIGATION MONITORING PROGRAM ADOPTED
ORD [illegible] OCT. 28, 1997

AD HOC COMTE ON THE LOS ANGELES ARENA PROPOSAL, ADOPTED AS AMENDED INCLUDING ENVIRONMENTAL FINDINGS, AGREEMENTS, ECT, -CU APPEAL DENIED + CC PERMIT APPROVED - ARENA GROUND LEASE APPROVED, ENVIRONMENTAL

AGENDA NO. 11	YES: 12	NO: 2	ABS: 1	10/21/97	TIME: 13 11 31
ALARCON.....YES	ALATORRE.....YES	BERNSON.....YES	CHICK.....YES		
FEUER.....YES	GALANTER.....YES	GOLDBERG.....NO	HERNANDEZ....YES		
HOLDEN.....NO	MISCIKOWSKI..YES	RIDLEY-THOMASYES	SVORINICH....YES		
WACHS.....YES	FERRARO.....YES	WALTERS.....ABS			

INDEMNITY AGMT APPROVED - CONCURRED IN CRA ACTIONS, ETC, ——

ORD RE DEVELOPMENT AGREEMENT OVER 1 WEEK TO 10-28-97

AGENDA NO. 11	YES: 12	NO: 2	ABS: 1	10/21/97	TIME: 13 11 52
ALARCON.....YES	ALATORRE.....YES	BERNSON.....YES	CHICK.....YES		
FEUER.....YES	GALANTER.....YES	GOLDBERG.....NO	HERNANDEZ....YES		
HOLDEN.....NO	MISCIKOWSKI..YES	RIDLEY-THOMASYES	SVORINICH....YES		
WACHS.....YES	FERRARO.....YES	WALTERS.....ABS			

11 B

MOTION

I MOVE that Item 11 on today's agenda (October 21, 1997), relative to the Ad Hoc Committee on the Los Angeles Arena report, be amended to provide additional legal services funding associated with the protracted negotiations, complexity of the deal, and the preparation of agreements to implement the Arena Project, as follows:

1. **AMEND** Recommendation 15C of the Ad Hoc Committee report by providing $100,000, rather than $80,000, for the contract with the law firm of Goldfarb & Lipman.

2. **TRANSFER** $400,000 within existing funds, and **AUTHORIZE** the Office of the City Attorney to execute contract amendments to provide additional legal services funding for the law firms of Brand, Farrar, Dziubla, Freilich & Kolstad; Orrick, Herrington & Sutcliffe; and, Gibson, Dunn & Crutcher, as follows:

From:	Liability Claims Fund 100, Liability Claims Over $100,000, Account No. 9770	$(400,000)
To:	Office of the City Attorney, Department No. 12, Litigation Travel and Expense Account No. 4200	$400,000

PRESENTED BY _____

SECONDED BY _____

October 21, 1997
Item 11
CF 96-1590-S1, et al.

*MOTION
ADOPTED

OCT 21 1997

n:\wp\motions\arena

Los Angeles City Council

AMENDING MOTION (HERNANDEZ-ALATORRE) ADOPTED

AGENDA NO. 11B	YES: 13	NO: 1	ABS: 1	10/21/97	TIME: 10 10 31
ALARCON.....YES	ALATORRE.....YES	BERNSON.....YES	CHICK.....YES		
FEUER.....YES	GALANTER.....YES	GOLDBERG.....YES	HERNANDEZ....YES		
HOLDEN.....NO	MISCIKOWSKI..YES	RIDLEY-THOMASYES	SVORINICH....YES		
WACHS.....YES	FERRARO.....YES	WALTERS.....ABS			

VERBAL MOTION

I HEREBY MOVE that the Report of the Ad Hoc Committee on the Los Angeles Arena Proposal on today's Council agenda (Item No. 11, CFs 96-1590-S1, et al.) relative to the construction, operation and maintenance of a sports and entertainment complex, **BE AMENDED** to add the following technical recommendation, upon the advice of the City Attorney relative to a "Revised Board Memorandum" of the Community Redevelopment Agency:

INCORPORATE the revised Findings adopted by the Community Redevelopment Agency Board on October 16, 1997, attached to file, relating to the effect of the proposed Los Angeles Sports and Entertainment Complex on the implementation of the Central Business District Redevelopment Project; **and further, to include the Findings of the CRA Board as separate Findings on the effect of the Arena project on the Pico-Union I and II Redevelopment Projects. **(Hernandez - Svorinich)**

PRESENTED BY _____
RUDY SVORINICH
Councilmember, 15th District

SECONDED BY _____
MARK RIDLEY-THOMAS
Councilmember, 8th District

*MOTION
ADOPTED
** AS AMENDED
OCT 21 1997

Los Angeles City Council

October 21, 1997

CFs 96-1590-S1, et al.

calagend\961590s1.mot

AMENDING MOTION (SVORINICH – RIDLEY-THOMAS) ADOPTED AS AMENDED, INCORPORATE FINDINGS OF CRA BD TAKEN ON 10-16-97 RE

AGENDA NO. 11	YES: 13	NO: 1	ABS: 1	10/21/97	TIME: 13 11 13
ALARCON.....YES	ALATORRE.....YES	BERNSON.....YES	CHICK.....YES		
FEUER.....YES	GALANTER.....YES	GOLDBERG.....YES	HERNANDEZ....YES		
HOLDEN.....NO	MISCIKOWSKI..YES	RIDLEY-THOMASYES	SVORINICH....YES		
WACHS.....YES	FERRARO.....YES	WALTERS.....ABS			

PROJECTS EFFECT ON CENTRAL BUSINESS DISTRICT, AND FURTHER TO INCLUDE AMENDMENT BY HERNANDEZ THAT COUNCIL ADOPT ADDL FINDINGS RE PICO-UNION

ORDINANCE NO. _____

An ordinance authorizing the execution of the development agreement (which is attached to City Council File No. _____ by and between the City of Los Angeles, a municipal corporation and L.A. Arena Development Company, LLC, a Colorado limited liability company, relating to certain real property in the Los Angeles Central City Community Plan area (the "Development Agreement").

WHEREAS, pursuant to California Government Code Sections 65867 and 65091, the Board of Referred Powers acting instead of the Planning Commission properly noticed and held a public hearing on the subject matter of the Development Agreement and approved and recommended that the City Council approve the Development Agreement to be finalized by the City Attorney; and

WHEREAS, the City Attorney has finalized the Development Agreement; and

WHEREAS, the Development Agreement is in the public interest and is consistent with the City's General Plan and the Los Angeles Central City Community Plan; and

WHEREAS, the City Council has reviewed and considered the Development Agreement and the Board of Referred Powers' findings and recommendation for its approval.

NOW THEREFORE,

THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

Section 1. The City Council finds and determines, as required by the California Environmental Quality Act ("CEQA") and by the City's CEQA Guidelines, that the Final Environmental Impact Report and the Attachment to the Final EIR for the Los Angeles Sports and Entertainment Complex (collectively, the "FEIR," State Clearinghouse No. 96091061), prepared and certified by the Community Redevelopment Agency as lead agency, is adequate for matters related to the Sports and Entertainment Complex which are before the City, and that the Council has reviewed and considered the information contained therein pursuant to the State CEQA Guidelines including Section 15096 thereof, and City CEQA Guidelines along with other factors related to this matter.

Sec. 2. The City Council finds, with respect to the Development Agreement, that:

(a) It is consistent with the City's General Plan and the Central City Community Plan and with the objectives, policies and programs specified in the these Plans. Further, the Development Agreement facilitates a project which will provide comprehensive planning benefits to the City and secure additional public benefits for the City. These benefits carry out objectives of the City's General Plan including provision for orderly and balanced development within the City;

(b) The intensity, building height, and use set forth in the Development Agreement are permitted by or are consistent with the City's Zoning Code, as amended by CPC 97-0105(CU), CPC 97-0120(CUB) and CPC 97-0185(CU), the Project Approvals described within the Development Agreement;

(c) The Development Agreement will not be detrimental to the public health, safety and general welfare since it encourages the construction of a project which is desirable and beneficial to the public. Furthermore, the Development Agreement specifically permits application to the project of rules and regulations, City Municipal Code Sections 91.0101 to 98.0606 (Building Code) and Sections 57.01.01 to 57.141.13 (Fire Code) both of which relate to public health and safety;

(d) It complies with all applicable State and City regulations governing development agreements; and

(e) It is necessary to strengthen the public planning process and to reduce the public and private costs of development uncertainty.

Sec. 3. The City Council hereby approves the Development Agreement in the form attached to Council File No. _____, and authorizes and directs the President of the City Council to execute said Agreement in the name of the City of Los Angeles, and further, directs the City Clerk to record said Agreement and this ordinance with the Los Angeles County Recorder pursuant to the terms of the Agreement.

\45927

Section 4. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of _____ .

J. MICHAEL CAREY, City Clerk

By _____,
Deputy.

Approved _____

By _____,
Mayor.

Approved as to form and legality:

OCT 21 1997

JAMES K. HAHN, City Attorney

By Patricia V. Tubert

PATRICIA V. TUBERT
Senior Assistant City Attorney

File No. _____

LAWRENCE TEETER
Attorney at Law
3660 Wilshire Blvd.
Suite 1100
Los Angeles, California 90010
213-387-4512

#11

RECEIVED
OCT 21 1997

October 20, 1997

Los Angeles City Council
200 N. Main Street
Los Angeles, CA 90012

RE: L.A. Arena Project hearing on October 21, 1997

To Whom It May Concern:

I represent the Coalition for Community Rights ("CCR") and Terry duSoleil, who have opposed this project and who have filed a petition for writ of mandate challenging the legality of the EIR issued in connection therewith. We have also appealed the decision of the Board of Referred Powers approving this project and associated permit applications. I wish to again repeat all arguments which have been previously presented by us in opposition to this project and to incorporate our petition for writ of mandate and all previous correspondence regarding this project as though fully set forth herein.

We urge that you not approve the present project for reasons previously stated and for reasons stated below.

1. First, CEQA requires that the adoption of an EIR precede project approval. Here, the City Council adopted the project MOU before the EIR was certified by the CRA. This is clearly unlawful. That the project may have undergone some later changes is irrelevant. The EIR was dictated by the MOU, contrary to CEQA.

2. Second, the EIR's assessment of traffic impacts is glaringly inadequate. As I have pointed out before, the EIR's discussion of cumulative traffic impacts is confined to the combined effects of simultaneous events at the Arena and the Convention Center. The EIR does <u>not</u> assess the combined effects of simultaneous events at the Arena, the Convention Center, Dodger Stadium, the Coliseum, the L.A. Sports Arena, the Dorothy Chandler Pavilion and attached theaters, the Disney Center, the Shrine Auditorium and/or other large-audience entertainment facilities in the area. This is a glaring inadequacy under CEQA.

In response to my comment to this effect, the EIR preparer replied by restricting the discussion primarily to Dodger Stadium. The EIR

then concludes that since the Dodgers, on the one hand, and the Kings or the Lakers, on the other hand, played at the same time on only four occasions during the previous year, the number of combined-event days would be minimal.

But this response does not take into account the numerous other entertainment events that will occur at the Arena, including concerts. We accordingly ask that the City Council withhold approval of the project until cumulative traffic impacts from simultaneous events at the Arena and other facilities have been properly assessed. Only when this has been done will it be possible to determine whether the traffic congestion that will result from this project will reach proportions that will render the present project simply untenable from a public safety and life quality standpoint. Further, it is not possible to hypothesize future mitigation studies and measures on the basis of grossly inadequate impacts assessment.

It is no answer to admit that the project will create significant unmitigable traffic impacts. The EIR makes this admission but then proceeds to avoid presenting an honest and legally adequate assessment of just how signicant those impacts will be. An EIR is a document of environmental accountability. The citizenry has a right to know whom to blame for the potentially horrendous traffic jams that this project may well create, particularly at times during which other large scale facilities are in use in the vicinity.

The Board of Referred Powers and the City Council committee which has heard our appeal have adopted conditions of approval that include preparation of a future traffic mitigation plan. But the conditions of approval for this project do not require any effort to coordinate arena events with those of other facilities except for the Convention Center. The most obvious traffic mitigation measure is shoved aside, and this is consistent with the failure of the EIR to properly assess cumulative traffic impacts.

3. It is true that the EIR has been approved for this project. However, the City can independently impose conditions on project approval. I have suggested one such condition above and will suggest another now. I suggest that approval be withheld until a traffic study is performed that addresses the cumulative impacts associated with an Arena operating on the site of the Los Angeles Sports Arena. This alternative was not considered in the EIR. Our comment on this issue was dismissed with the observation that a project at the Sports Arena site would not meet the project proponent's objective of revitalizing downtown Los Angeles. However, this is no excuse for failing to consider the Sports Arena site. The project proponent, the L.A. Arena Development Company, wishes to build an arena. It is the City of Los Angeles and the CRA which wish to revitalize downtown Los Angeles. From the standpoint of the project proponent's goals, an L.A. Sports Arena

site is not infeasible and should therefore have been considered under CEQA. Such consideration would have required a factually specific comparison of cumulative traffic impacts associated with this project at its present location with those associated with a project located south of the I-10 freeway at the current L.A. Sports Arena site. We ask that studies making possible such a comparison be required at this time prior to further consideration of this project by the City.

4. If this project is approved without further study, contrary to our suggestions, then we ask that at a minimum, the City Council require the proponent to blanket the project area with 10,000 trees both as an air quality mitigation measure and as a means of revitalizing downtown Los Angeles. We note that the CUP only addresses air quality mitigation measures during construction and contains no provision for mitigation of air quality impacts during the operational phase of this project.

5. We ask that the Council require the developer to build stacked parking so that wholesale destruction of the community north of the project location will not be required. This area includes many old buildings, as does the area along Figueroa and Flower targeted for acquisition by CRA for this project. A number of these buildings deserve historic preservation rather than destruction.

6. We also request that the Council require that the proponent guarantee that the three historic houses that would otherwise be demolished as a result of this project be relocated. The CRA's current relocation allowance for these properties is inadequate to guarantee this result.

7. The community that will be most heavily impacted by this project is the Pico Union area. We propose that as condition of project approval, the developer be required to provide a community center and a park to the Pico Union Community. We also request an increase in the commitment to provide child care facilities beyond the CRA's current commitment in this regard.

8. We also oppose the issuance of any permit to dispense alcoholic beverages at the Arena site. The vast majority of event patrons will presumably arrive in automobiles. Drunk drivers are the leading cause of highway fatalities in our country. Further, the issue of drunk drivers provides yet another illustration of how the public has been prejudiced by inadequate traffic studies for this project.

9. I wish also to point out that although this project is being defended as requiring no risk of financial loss to the public, the fact remains that it is the public which will pay interest on the CRA bonds that will be issued to finance land acquisition necessary for this project as currently defined. In this sense, this project is not revenue neutral at all and continues to involve an

unrefundable public subsidy to private developers in an amount of many millions of dollars. This again raises the specter of an unlawful gift of public funds. We continue to oppose any such give-away.

We again emphasize that approval of this project and the required permits is, at the very least, clearly premature at this time given the complete absence of appropriate cumulative impact assessment to date.

Respectfully Submitted,

Lawrence Teeter, Esq.

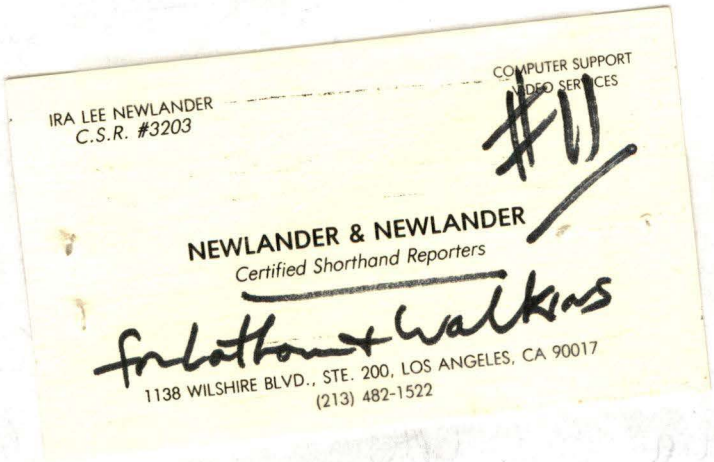
DATE: 10-21-97 COUNCIL ITEM NO. 11

PLEASE PRINT

PERSONS SEATED AT CENTER TABLE TO ANSWER QUESTIONS

AND PROVIDE INFORMATION TO COUNCIL MEMBERS

	NAME	TITLE	ORGANIZATION
1.	Steve Wong	ACLA	CLA
2.	SUE FLORES	Chief MA	CSD
3.	Bob Rogers	Principal City Planner	City Planning Dept.
4.	Gerry Miller	Fin Spec. IV	CRA
5.	Kelton Common	CAO	CAO
6.	John Molloy	CRA. Adm.	CRA
7.	Patricia V. Tubert	SENIOR ASSISTANT City Attorney	CA
8.	Jon Peuter	CLA	CLA
9.	DOV LESEL	CRA	CITY ATTY'S OFFICE
10.			
11.			
12.			
13.			
14.			



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(213) 482-1522

11A

MOTION

1. Amend by substitution Attachment 14 of the Disposition and Development Agreement - Equal Employment Opportunity Section V1. Workforce Utilization A. Local Hiring Goals:

The Developer shall, in general contracts for the Design/Construction Increment of the Project (and its subcontractors shall in all subcontracts thereunder) provide for good faith efforts, to the extent feasible, that the labor force include (i) residents within a three (3) mile radius of the Project Site including without limitation residents of the Central Business District and Pico Union Project Areas and (ii) residents of zip codes having a poverty rate exceeding 20%. This paragraph shall require the reasonable good faith efforts of the Developer and its contractors but shall not require the hiring of any person unless such person has the experience and ability, and, where necessary, the appropriate trade union affiliation, to qualify such person for the job.

It is the goal of the City and of the Agency that the Developer shall (and its subcontractors in all subcontractors in all subcontractors thereunder) * provide ~~ensure~~ that 50% of the permanent full time and part time in positions of the Management/Operations of the Project include (i) residents within a three (3) mile radius of the Project Site including without limitation residents of the Central Business District and Pico Union Project Areas and (ii) residents of census tracts having a poverty rate exceeding 20%. This paragraph shall require the reasonable good faith efforts of the Developer and its contractors but shall not require the hiring of any person unless such person has the experience and ability, and, where necessary, the appropriate trade union affiliation, to qualify such person for the job. **(Goldberg - Galanter)**

Monitoring for Design/Construction will be done by the Agency and progress reports will be submitted to the Community and Economic Development Committee of City Council on a quartertly basis.

Monitoring for Management/Operations Increment will be done by the Community Development Department and progress reports will be submitted quarterly in first operating year and annually thereafter to the Community and Economic Development Committee of City Council.

2. Amend Recommendations #5 and #6 (p.11) of the Ad-Hoc Committee on the Arena as follows:

If job credits are ultimately included in final Project documents, any credit shall be for net new jobs created and shall be applied for after the positions have been filled for a period of one year.

3. Amend Recommendation #15 (b) of the Ad-Hoc Committee on the Arena as follows:

(vi) Any surplus tax * ~~increment~~ generated by the Project will be allocated as follows: (1) 100% to financing the 51 remaining units to be built (see v. above) and (2) 50% of all subsequent surplus tax increment to be used to finance additional affordable housing units in the City of Los Angeles. **(Goldberg - Galanter)**

CF96-1590-S7

4. Amend the Disposition and Development Agreement - Section 13.2 Job Training and Outreach as follows:

Add between paragraphs 2 and 3 -

The Developer shall give priority consideration to Great Western Forum/*Coliseum and Sports Arena workers displaced by the opening of the Arena for full-time and part-time employment (similar to provisions of City Worker Retention Ordinance). *Nothing here shall be construed to provide any third parties with contractual rights.

(Goldberg - Galanter)

PRESENTED BY: Jackie Goldberg
JACKIE GOLDBERG
COUNCILMEMBER, 13TH DISTRICT

SECONDED BY: Ruth Galanter

OCT 21 1997 - REFERRED TO AD HOC COMMITTEE ON THE LOS ANGELES ARENA PROPOSAL

*AS AMENDED

Community Redevelo nt Agency

of the City
of Los Angeles

354 South Spring Street
Suite 800
Los Angeles
California 90013-1258

213 977 1600

Telecopier
Number 213 977 1665

An Affirmative Action
Equal Opportunity
Employer

Date OCT 20 1997

File Code 2338

COUNCIL FILE NO. 96-1590 S1, S4, S5, S7
S9, S10, S11, S12
97-1555
COUNCIL DISTRICT: 9
CONTACT PERSON: DAVID RICCITIELLO
977-1734

HONORABLE COUNCIL OF THE CITY OF LOS ANGELES
ROOM 615, CITY HALL EAST

COUNCIL TRANSMITTAL:

CRA
LA

REVISED AGENCY ACTIONS RELATING TO THE PROPOSED LOS ANGELES SPORTS AND ENTERTAINMENT COMPLEX
CENTRAL BUSINESS DISTRICT REDEVELOPMENT PROJECT

RECOMMENDATIONS

That the City Council as the legislative body of the City of Los Angeles finds with respect to the proposed project's effect on the implementation of the Central Business District Redevelopment Project Area (CBD), that the proposed project will:

1. Enhance livability within the CBD, and will attract families to live Downtown by providing entertainment and commercial facilities which will provide goods and services to residential areas of the CBD, and surrounding community.
2. Make the CBD a more livable place and assist in the Agency's effort to prevent residential flight from the CBD and encourage residents to move to the CBD.
3. Directly provide, and indirectly enhance retention and growth of, commercial retail outlets to meet a variety of commercial demands within the CBD Project Area.
4. Further the Agency's effort to retain, increase and bring back owner and tenant participants in the CBD Project Area.

SUMMARY

On October 16, 1997 the Ad Hoc Committee on the Los Angeles Arena Proposal met in special session to consider various actions concerning the arena proposal, among these actions were recommendations by the Agency which the Ad Hoc Committee approved. Subsequent to the Committee's approval an additional recommendation was added and minor corrections were made to the Agency's memorandum.

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97 OCT 21 AM 8:11
CITY CLERK
BY_____
DEPUTY

These findings are consistent with the Agency's findings relative to the effect of the project on the implementation of the Central Business District Redevelopment Project.

Please see the attached "Revised Board Memorandum" of October 16, 1997 under "Summary" and "Background" for pertinent information.

John E. Molloy, Administrator

C: Konrad Carter, Office of the City Clerk (original and 10 copies)
Councilmember Hernandez, CD1
Councilmember Walters, CD9
Kelly Martin, Office of the Mayor
Sharon Tso, CLA
Gerry Miller, CAO
James Santa Maria, CD15

CRA
LA

THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LOS ANGELES, CALIFORNIA

REVISED
Recommendation # 3 added
Resolution and Attachment
Revised. Page 3 Item 2 revised.

10

MEMORANDUM

DATE: OCTOBER 16, 1997 SP3070 SP3080

TO: AGENCY COMMISSIONERS

FROM: JOHN E. MOLLOY, ADMINISTRATOR

SUBJECT: VARIOUS ACTIONS RELATING TO THE PROPOSED LOS ANGELES SPORTS AND ENTERTAINMENT COMPLEX CENTRAL BUSINESS DISTRICT REDEVELOPMENT PROJECT (CD 9)

RECOMMENDATIONS

1. That the Agency, subject to City Council review and approval, authorize the Administrator or designee to:

   A. Amend the Disposition and Development Agreement (" DDA") approved by the Agency on June 19, 1997, to incorporate changes as generally described in the " Summary" section;

   B. Amend the Relocation Plan for the proposed project to conform with recent changes in State law;

   C. Establish a site office in the vicinity of the proposed project to facilitate relocation activities;

   D. Award contracts to the relocation and acquisition consultants listed on Exhibit " A" for a total amount not to exceed $450,000; and

   E. Adopt the attached Resolution which authorizes execution of the Second Supplemental Trust Agreement by and between the Agency and First Trust of California, as trustee for the CBD Tax Allocation Refunding Bonds, Series I.

   F. Until the Second Supplemental Trust Agreement is in place, take any and all actions necessary to provide security for the Agency's obligation to repay the commitment of $12 million provided by the Developer for the cost of property acquisition and related activities for the project; the obligation will be repaid with interest compounded annually at the rate of 6.77%.

2. That the Agency, subject to City Council approval, authorize an increase in the Administrator's authority to award contracts up to a maximum of $25,000, or amend contracts up

to an amount not to exceed 20% of the original contract amount or $25,000, to new authority to execute or amend contracts up to a new limit not to exceed $50,000 or 20% of the original contract amount, whichever is greater, for project related activities.

3. That the Agency finds with respects to the proposed project's effect on the implementation of the Central Business District Redevelopment Project Area and the implementation of the CBD Plan that the proposed project:

   a. Will enhance livability within the CBD, and will attract families to live downtown by providing entertainment and commercial facilities which will provide goods and services to residential areas of the CBD, and the surrounding community.

   b. Will make the CBD a more livable place and assist in the Agency's effort to prevent residential flight from the CBD and encourage residents to move to the CBD.

   c. Will directly provide, and indirectly enhance retention and growth of, commercial retail outlets to meet a variety of commercial demands within the CBD Project Area.

   d. Will further the Agency's effort to retain, increase and bring back owner and tenant participants in the CBD Project Area.

RE

June 19, 1997 - Agency certification of the Final Environmental Impact Report and approval of the Disposition and Development Agreement, Relocation Plan and Replacement Housing Plan.

SOURCE OF FUNDS

Central Business District Bond Reserve Funds; City of Los Angeles Bond Proceeds and Reserve Funds.

ENVIRONMENTAL REVIEW

The recommended actions implement a project that has already been evaluated and processed according to CEQA; the Final Environmental Impact Report (EIR) and a Statement of Overriding Consideration for the proposed Los Angeles Sports and Entertainment Complex was approved by the Agency on June 19, 1997.

SUMMARY

Subsequent to the Agency's approval of the DDA for the proposed project on June 19, 1997, an initiative ordinance was submitted to the City Clerk and the City Attorney which, if approved by a majority of the voters in a local election, would require voter approval of all transactions involving a " public subsidy" for the development of a professional sports facility in the City of Los Angeles. Although the Agency has been advised that an Agency transaction may not be the subject of an initiative, City participation in the proposed Arena project which is determined to be a " public subsidy" would be subject to a public vote. Given the uncertainty the proposed initiative places on the City's ability to fulfill its financial obligations under the terms of the DDA, to which the City is also a party, the City and the Agency negotiating teams sought to amend the terms of the transaction in an effort to exempt the project from the provisions of the proposed initiative. The major thrust of the negotiations was to remove the use of City tax revenues generated by the project as repayment of the City's financial participation in the project.

In summary, the significant amendments to the transaction include the following:

1. The provision of a guarantee provided by the Developer which would ensure repayment of any financial obligation incurred by the City for the project in the event the non-tax revenues generated by the project fall short of the City's annual repayment obligations.

2. A reduction in the total funding provided by the City in the amount of $12 million; these funds will be replaced through an agreement between the Agency and the Developer which will obligate the Developer to provide the Agency with $12 million at the time of closing; these funds will be repaid by the Agency, with interest at 6.77 percent, by January 2, 2002 (the Agency will repay these funds upon the release of the CBD Bond Reserve Fund in the year 2001; the total repayment obligation, including interest, will not exceed $15.6 million).

3. Notwithstanding any of the above, until such time as the Second Supplemental Trust Agreement referenced above is set in place and perfected, the Agency Administrator or designee is hereby further authorized and directed to take any and all actions necessary to reasonably securitize the pledge of $12.0 million plus annual interest of 6.77 percent compounded annually to the Developer via any combination of Agency owned assets mutually satisfactory to the Administrator, the Developer and its lender(s). The mix of assets allowable for such securitization may include any combination of assets owned by the Agency which can be reasonably and legally proffered as security for its pledge. The Administrator or designee is hereby delegated the

authority to make any and all findings, or declarations and execute any agreements necessary to pledge such security and may modify the mix of assets pledged from time to time, with the mutual agreement of the Developer and its lender(s).

4. The Developer has agreed to reimburse the City for the original purchase price ($4.8 million) for the land under the Convention Center North Hall (the Arena site) and the properties along 11th Street (part of the Olympic Properties for parking). The reimbursement for the City-owned properties will be spread over a 25-year term at an interest rate of 8 percent.

5. The provision of the DDA giving the Agency/City revesting rights in the Figueroa Properties has been deleted as additional consideration for the financial guarantee provided by the Developer.

Additionally, staff is seeking Agency authorization to amend the Relocation Plan for the proposed project to conform with recent changes in the California Relocation Assistance Law (CRAL); to proceed with locating and leasing a site office near the project site to accommodate up to seven employees and/or consultants to facilitate relocation activities; to enter into two contracts not to exceed $225,000 each for relocation and acquisition consultants; and to authorize an increase in the Administrator's contract authority from the current limit of $25,000 up to a maximum of $50,000, or to amend contracts up to 20% of the original contract amount, for the purpose of expediting the contracting of services to implement the proposed project.

PROGRAM AND BUDGET IMPACT

The Los Angeles Arena is carried in the FY98 Budget under objectives SP2070 and SP3080, respectively for hardware and staff costs. There are no changes to the FY98 Budget necessitated by these recommended actions.

BACKGROUND

The Amended DDA

The DDA approved by the Agency on June 19, 1997, contemplated a financing approach for the proposed project which required the City of Los Angeles to provide the Agency with $63 million for land acquisition activities, along with $6.5 million for residential relocation and the re-establishment of the LAUSD Los Angelitos Children's Center. The Developer was to provide $18 million toward land assemblage costs. The total funds available for land assemblage and relocation from the City and the Developer is $87.5 million. In addition, the Replacement Housing Plan for the project includes a transfer of $4.496 million from the City to the Agency for the construction of additional affordable housing units not currently funded in the Agency's housing production pipeline.

The DDA was subsequently transmitted to the City for review and approval by the City Planning Commission on June 26, 1997. The Planning Commission also considered approval of an application for Conditional Use Permits and a Development Agreement. Due to a conflict of interest, the matter was referred from the Planning Commission to the Board of Referred Powers. On August 6, 1997, the Board of Referred Powers considered and approved the Conditional Use Permits, Development Agreement and DDA. The approval of the Conditional Use Permits was subsequently appealed by the Coalition for Community Rights. The appeal was heard by the Planning and Land Use Management Committee of the City Council on October 7, 1997, and denied. Consideration of the project by the City Council's Ad Hoc Committee is scheduled for October 16, 1997, followed by City Council consideration of the project approvals on October 21, 1997. Prior to final consideration by the City Council, the Agency and City negotiating team has prepared an amended DDA for Agency consideration addressing the issues raised by the proposed initiative which would require voter approval of any " public subsidy" for the development of professional sports facilities. The significant amendments are set forth above under " Summary" .

Relocation

The Relocation Plan approved by the Agency on June 19, 1997, was prepared in conformance with the California Relocation Assistance Law in effect at the time of preparation and approval. The Agency was subsequently informed by the State Legislative Analyst's Office that revised Relocation Assistance and Real Property Acquisition Guidelines would become effective on September 12, 1997. The revisions to the Guidelines, as required by AB 450, bring the State rules and procedures into compliance with federal law. The significant changes include raising the percentage of income from 25% to 30% of the household's average monthly income; eliminating the requirement for State approval of relocation plans and delegating that authority to the local legislative body; increasing the time for providing advisory assistance to displacees from 15 days to 60 days; and deleting reimbursements to displaced businesses for the cost of building improvements (physical changes). The Relocation Plan is being amended to conform to these changes in law.

Consultant Contracts

With the reduction in staff due to budget constraints and the reallocation of remaining staff resources to address the needs of more than 39 redevelopment project areas and study areas, it has become necessary for the Agency to consider the use of consultants (on an as-needed basis) to carry out specific technical services required for the implementation of approved projects. This approach will be necessary to address Agency-wide needs for property acquisition and relocation services. In addition to the Arena project, the Agency is undertaking relocation and acquisition activities associated with the Santa Barbara Plaza project in Crenshaw, the TrizecHahn and Capitol Records projects in Hollywood, the Metropolis Project in CBD,

Wisconsin III project in Hoover, and Block 29 in the Los Angeles Harbor. In response to the Agency's need for relocation and acquisition assistance, separate Requests for Qualifications (" RFQ") were issued on August 8, 1997, for consultants to provide relocation and acquisition services on an as-needed basis. The RFQ was mailed to sixteen (16) firms for relocation services and forty-seven (47) firms for acquisition services. The RFQ was also advertised throughout the week of July 21, 1997, in the Daily Journal, Daily News, L.A. Sentinel, and La Opinion. In addition, the RFQ's were posted on the City's internet web site. Six (6) relocation firms and seven (7) acquisition firms responded. Each firm's response was evaluated based on their demonstrated qualifications, skills, and knowledge of State and Federal relocation and acquisition regulations; the experience of the firm; and demonstrated ability to perform on a timely basis as required by the Agency. Based on Agency staff's evaluation of the responses, the six (6) relocation firms and four (4) acquisition firms have been pre-qualified (Exhibit A). Their services will be utilized on an as-needed basis, based upon their availability and particular expertise for various activities. The total amount to be expended for relocation and acquisition services shall not exceed $225,000 for each category for a total aggregate amount not to exceed $450,000.

Site Office

The proposed project will require the processing of approximately 200 relocation claims for displaced residents and businesses. The volume of relocation claims anticipated for the project is significant and will require dedicated office space to conduct interviews and review claims. Given the number of residential households affected and a desire on the part of the Agency and the City to minimize the disruption and inconvenience to those affected, staff is recommending establishing a temporary relocation site office in the vicinity of the project. The estimated need is for 1,000 to 1,500 square feet of office space (six work stations, a reception area, and a interview room) with off-street parking. Several potential sites are being investigated by the staff, all within a short walking distance for the residents and businesses affected by the project.

Under the Oversight Ordinance, City Council authorization is required for the Agency to establish a site office. The total estimated cost for the site office is not anticipated to exceed $50,000 for rent and utilities (staff intends to use surplus Agency office equipment and furniture to equip the site office); the maximum term for the lease will be 18 months.

Administrator Authority for the Arena Project

The Agency and the City Council have increased the Administrator's contract authority to facilitate a timely response by the Agency during the implementation phase for large scale projects. Previous projects in which the Administrator's authority was increased include the Crenshaw/Baldwin Plaza and the Hollywood Demonstration Project. Staff believes this

expanded authority will be needed for the Agency to meet its obligations under the terms of the DDA. The specific areas in which increased authority will be required include possible amendments to contracts with Agency consultants for real property and fixtures and equipment appraisals, review appraisals, soil investigation reports (Phase I and Phase II soil studies), the lease of a site office for relocation activities, and the purchase of supplies to board and secure vacant buildings acquired by the Agency. This increased authority would only apply to activities specifically related to the implementation of the Arena project.

Second Supplemental Trust Agreement

The Second Supplemental Trust Agreement by and between the Agency and First Trust of California, as trustee for the CBD Tax Allocation Refunding Bonds, Series I, will augment previously approved bond documents to permit the trustee to release the debt service reserve fund of approximately $9.3 million to the Developer, once the bonds have been paid-off and defeased. The balance of the funds required for the Agency's participation in the project will be derived from interest earnings from trust funds held by the Agency's trustee.

EQUAL OPPORTUNITY AFFIRMATIVE ACTION

This action will be bound by Agency's policies relating to Equal Opportunity, Affirmative Action and Prevailing Wage programs.

John E. Molloy

There is no conflict of interest known to me which exists with regard to any Agency officer or employee concerning this action.

Attachments

EXHIBIT "A"
RELOCATION AND ACQUISITION CONTRACTS
ARENA PROJECT

CATEGORY	VENDOR/ETHNICITY	PROPOSED $AMT
RELOCATION SERVICES	**POOL OF FUNDS**	**$225,000**
	COMMUNITY RELOCATION SERVICES/MBE	
	DEL RICHARD & ASSOCIATES/MBE	
	KALIAN & ASSOCIATES/MN	
	MECKY MYERS & ASSOCIATES/WBE	
	ORDUNO & IBARRA/MBE	
	PACIFIC RELOCATION CONSULTANTS/MN	
ACQUISITION SERVICES	**POOL OF FUNDS**	**$225,000**
	OVERLAND RESOURCES/MN	
	CUTLER & ASSOCIATES INC/WBE	
	PARAGON PARTNERS, LTD/WBE	
	ROSENOW, SPEVACEK GROUP/MN	

THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LOS ANGELES, CALIFORNIA

RESOLUTION NO. _____

RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LOS ANGELES, CALIFORNIA, AUTHORIZING THE EXECUTION OF A SECOND SUPPLEMENTAL TRUST AGREEMENT RELATED TO THE CENTRAL BUSINESS DISTRICT REDEVELOPMENT PROJECT, AND APPROVING CERTAIN RELATED MATTERS

WHEREAS, The Community Redevelopment Agency of the City of Los Angeles, California, (the "Agency"), is a redevelopment agency (a public body, corporate and politic) duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part I of Division 24 of the Health and Safety Code of the State of California);

WHEREAS, a redevelopment plan for a redevelopment project known and designated as the Central Business District Redevelopment Project ("Project") has heretofore been adopted and approved and all requirements of law for, and precedent to , the adoption and approval of said plan have been duly complied with;

WHEREAS, the powers of the Agency under the Community Redevelopment Law and under the plan include the power to use available moneys to finance public improvements, to acquire land and to pay for other costs as permitted by the Community Redevelopment Law;

WHEREAS, the Agency has previously approved that certain Disposition and Development Agreement ("DDA") by and among the Agency, The City of Los Angeles (the "City") and the L.A. Arena Development Company, LLC (the "Arena Company") relating to a proposed downtown arena (the "Arena Project");

WHEREAS, the Agency, the City and the Arena Company have negotiated certain modifications to the transaction reflected in such previously approved DDA, including among other things, the Agency's contribution of $12 million to the Arena Project;

WHEREAS, in accordance with such modifications, the Arena Company is expected to advance up to the CRA's entire $12 million contribution if so required under the DDA (as amended to reflect the modifications referenced herein), and the CRA is to deliver one or more notes or other obligations acceptable to the Arena Company evidencing such advances, which shall bear interest at the rates and shall be due and payable to the Arena Company at the times described therein, (the "CRA Obligation(s)";

WHEREAS, the Agency intends to secure the CRA Obligation(s) by placing a lien in favor of the Arena Company on the moneys held in the Reserve Fund for the previously approved Central Business District Redevelopment Project Tax Allocation Refunding Bonds, Series I (the "Bonds") and on certain investment earnings expected from the funds and accounts held by the Trustee for the Bonds, the lien on such monies for the benefit of the Arena Company to be subordinate to the lien on such moneys to pay principal and interest on the Bonds;

WHEREAS, good cause appears and the Board finds it to be in the public interest that the Agency enter into the CRA Obligation(s) for the purpose of repaying the Arena Company as described herein;

WHEREAS, Agency has reviewed the DDA (as amended to reflect the modifications referenced herein, including all attachments and amendments to attachments thereto) and by contemporaneous action will approve said amendments (the "Amended DDA"); and

WHEREAS, Agency has reviewed the proposed form of Second Supplemental Trust Agreement for the Bonds.

NOW THEREFORE, The Community Redevelopment Agency of the City of Los Angeles, California, does hereby RESOLVE, DETERMINE AND ORDER as follows:

1. The Agency hereby authorizes the entry into the CRA Obligation(s) payable to the Arena Company, or its designees, said CRA Obligation(s) to be in an aggregate principal amount of twelve million dollars ($12,000,000), plus interest to accrue thereon, all in accordance with the terms and conditions set out in the above-mentioned Amended DDA.

2. The form, terms and provisions of the Second Supplemental Trust Agreement are hereby approved and the Administrator of the Agency, the Chief Financial Officer of the Agency, or any Deputy Administrator of the Agency, or any one of them, is hereby authorized and directed to execute, deliver and perform the Second Supplemental Trust Agreement, including counterparts thereof, in the name of and on behalf of the Agency. The Second Supplemental Trust Agreement, as executed and delivered, shall be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the herein above specified officer or officers of the Agency executing the same; the execution thereof shall constitute conclusive evidence of the Agency's approval of any and all changes or revisions therein from the form of the Second Supplemental Trust Agreement now before this meeting; and form and after the execution and delivery of the Second Supplemental Trust Agreement, the officers, agents and employees of the Agency are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be

necessary to carry out and comply with the provisions of the Second Supplemental Trust Agreement.

3. The Agency shall create liens on the moneys in the Reserve Fund for the Bonds and on the Investment Earnings related to the Bonds (as defined in the Second Supplemental Trust Agreement) for payment of the CRA Obligation(s), subordinate only to the liens on such moneys to pay principal and interest on the Bonds, under the terms and conditions set forth in the above-mentioned Amended DDA and in the hereinabove approved Second Supplemental Trust Agreement. As described in the Second Supplemental Trust Agreement and the Amended DDA, when released from the liens for the benefit of the Holders of the Bonds, such moneys shall be transferred into a segregated account governed by an escrow agreement (the "Escrow Agreement").

4. The Chair, Vice Chair and all officers, agents and employees of the Agency, for an on behalf of the Agency, be and they hereby are authorized and directed to do any and all things necessary to effect the execution, delivery and performance of the Second Supplemental Trust Agreement which are not inconsistent with this Resolution, including without limitation, the negotiation of the forms of the CRA Obligation and the Escrow Agreement described herein and the execution, delivery and performance of the CRA Obligation, the Escrow Agreement and all other documents, agreements, instruments and/or opinions necessary or advisable in furtherance of this Resolution, and any such actions previously taken consistent herewith are hereby ratified, confirmed and approved.

5. The provisions of this Resolution are hereby declared to be severable, and, if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof.

6. This Resolution shall be effective upon adoption.

ADOPTED AND APPROVED THIS _____ day of October, 1997.

_____

ATTEST:

_____
Assistant Secretary

CCR327:RESO.CRA:101697A

SECOND SUPPLEMENTAL TRUST AGREEMENT
(CENTRAL BUSINESS DISTRICT REDEVELOPMENT PROJECT)

By and Between

THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF LOS ANGELES, CALIFORNIA

and

FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION
as Trustee

Dated as of _____, 1997

Supplementing and Amending
Certain Provisions of the Agreement and
the First Supplemental Trust Agreement

SECOND SUPPLEMENTAL TRUST AGREEMENT
(CENTRAL BUSINESS DISTRICT REDEVELOPMENT PROJECT)

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(This table of contents is not part of the Second Supplemental Trust Agreement and is only for convenience of reference. The captions herein are of no legal effect and do not vary the meaning or legal effect of any part of this Second Supplemental Trust Agreement.)

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SECOND SUPPLEMENTAL TRUST AGREEMENT
(CENTRAL BUSINESS DISTRICT REDEVELOPMENT PROJECT)

Supplementing and Amending

Certain Provisions of the Agreement and
the First Supplemental Trust Agreement

This Second Supplemental Trust Agreement (Central Business District Redevelopment Project) (this "Second Supplemental Trust Agreement") dated as of _____, 1997 between The Community Redevelopment Agency of the City of Los Angeles, California, a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State of California (the "Agency") and First Trust of California, National Association, a national banking association organized and existing under the laws of the United States, as trustee (the "Trustee") supplements and amends that certain Master Trust Agreement (Central Business District Redevelopment Project) (the "Agreement") and that certain First Supplemental Trust Agreement, both dated as of November 1, 1997 by and between the Agency and the Trustee.

RECITALS

The Agreement provides, in Section 10.02 thereof, for the execution and delivery of Supplemental Trust Agreements supplementing and amending the Agreement and/or other Supplemental Trust Agreements.

The Agency has approved the issuance of its CRA Obligation pursuant to the terms of an amended Development and Disposition Agreement ("DDA") by and among the Agency, the City of Los Angeles, and L.A. Arena Development Company, LLC ("Arena Company"). The CRA Obligation evidences the Agency's obligation to repay the Arena Company for certain costs in connection with the Arena Project which are the responsibility of the CRA under the DDA and which have been or will be advanced by the Arena Company, all as described in the DDA. The Agency intends, by execution and delivery of this Second Supplemental Trust Agreement, to create a subordinate lien on moneys in the Reserve Fund currently held by the Trustee under the Agreement and the First Supplemental Trust Agreement, and on the Investment Earnings generated by certain funds and accounts held by the Trustee under the Agreement and the First Supplemental Trust Agreement, and to provide for the transfer of such Reserve Fund and Investment Earnings free and clear of all liens and claims under the Agreement, the First Supplemental Trust Agreement and this Second Supplemental Trust Agreement into a segregated account for the benefit of the Arena Company, all as hereinafter described.

ARTICLE I
DEFINITIONS

Section 1.1. Incorporation of Definitions Contained in the Agreement. Except as otherwise provided in Section 1.2 of this Second Supplemental Trust Agreement, all words, terms and phrases defined in the Agreement shall have the same meanings herein as in the Agreement.

Section 1.2. Definitions. The following definitions shall apply to terms used in this Second Supplemental Trust Agreement unless the context clearly requires otherwise (capitalized terms not defined below shall have the meanings given such terms in the Agreement):

"Agreement" means the Master Trust Agreement (Central Business District Redevelopment Project) dated as of November 1, 1997 between the Agency and the Trustee.

"Arena Company" shall mean L.A. Arena Development Company, LLC, a Colorado limited liability company doing business in the City of Los Angeles, California, or any successor entity.

"CRA Obligation" means the notes and other obligations entered into by the Agency for the benefit of the Arena Company pursuant to Section N of the Method of Financing attachment (Attachment 15) to the DDA.

"DDA" means that certain Disposition and Development Agreement by and among the Agency, the City of Los Angeles and the Arena Company, all related to the Los Angeles Arena Project, as amended, modified and supplemented from time to time in accordance with its terms.

"Escrow Account" means that certain account held by the Escrow Agent pursuant to the Escrow Agreement.

"Escrow Agreement" means that certain Escrow Agreement (Los Angeles Arena Project) by and among the Agency, [First Trust of California, National Association] as escrow agent, and Arena Company entered into pursuant to Section N of the Method of Financing attachment (Attachment 15) to the DDA, as amended, modified and supplemented from time to time in accordance with its terms.

"Escrow Agent" means [First Trust of California, National Association,] as escrow agent under the Escrow Agreement.

"First Supplemental Trust Agreement" means the First Supplemental Trust Agreement (Central Business District Redevelopment Project) dated as of November 1, 1997, between the Agency and the Trustee, which sets forth the terms of the Series I Bonds.

"Investment Earnings" shall mean all investment income earned (to the extent not needed to pay debt service on the Outstanding Bonds) on the Reserve Fund, the Revenue Fund and the Debt Service Fund held by the Trustee under the Agreement and the First Supplemental Trust Agreement.

"Reserve Fund" means the trust account of that name created pursuant to Section 4.04 of the Agreement and the First Supplemental Trust Agreement.

"Series I Bonds" means the $_____ aggregate original principal amount of Bonds dated November ___, 1997 issued under the Agreement and the First Supplemental Trust Agreement and designated as "Central Business District Redevelopment Project Tax Allocation Refunding Bonds, Series I."

Section 1.3. Articles and Section References. Except as otherwise indicated, references to Articles and Sections are to Articles and Sections of this Second Supplemental Trust Agreement.

ARTICLE II
PLEDGE TO SECURE CRA OBLIGATIONS

Section 2.1. CRA Obligation Secured by Liens. To partially secure the payment of the CRA Obligation and the performance and observance by the Agency of all the covenants, agreements and conditions expressed or implied in the CRA Obligation, the Escrow Agreement and this Second Supplemental Trust Agreement, the Agency pledges and assigns to the Trustee for the benefit of the Arena Company and grants to the Trustee for the benefit of the Arena Company a security interest in all right, title and interest of the Agency in and to (i) the Reserve Fund, and (ii) the Investment Earnings, including all investment income earned on the Investment Earnings. The pledge and lien created hereby shall be subordinate only to the pledge and lien on such Reserve Fund and Investment Earnings under the Agreement and the First Supplemental Trust Agreement. The Agency hereby represents and states that it has not previously created any currently outstanding prior charge or lien on the Reserve Fund or the Investment Earnings, other than the lien created under the Agreement and the First Supplemental Trust Agreement, and the Agency covenants that, until the CRA Obligation and the interest thereon is paid in full, it will not grant or create or permit to exist any pledge or lien on the Reserve Fund or the Investment Earnings prior to the lien for the benefit of the Arena Company described herein except as set forth in the Agreement and the First Supplemental Trust Agreement.

ARTICLE III
DEFEASANCE - MONEYS IN THE RESERVE FUND

Section 3.1. Reserve Fund Moneys Not Used for Defeasance. The provisions of Article VII of the Agreement are hereby supplemented and amended as set forth in this Section 3.1.

Moneys set aside to call and defease the Outstanding Bonds under Article VII of the Agreement shall not include moneys held by the Trustee in the Reserve Fund for the Outstanding Bonds; provided, however, that all or a portion of such moneys may be used to defease the Outstanding Bonds if no less than 30 days before any such use of the Reserve Fund the Agency provides the Trustee and the Arena Company with a report demonstrating that such moneys in the Reserve Fund are needed to defease the Outstanding Bonds within the constraints of the Tax Increment Limitation. This Section 3.1 shall not affect the ability of the Trustee to use moneys in the Reserve Fund for the purposes and in the manner set forth in Section 4.06 of the Agreement.

Section 3.2. Transfer of Reserve Fund Moneys upon Defeasance. The provisions of Article VII of the Agreement are further supplemented as follows in this Section 3.2. Upon the defeasance of the Outstanding Bonds in accordance with Article VII of the Agreement, all remaining moneys in the Reserve Fund shall be withdrawn and transferred by the Trustee to the Escrow Account. Moneys in the Escrow Account shall be free and clear of the lien imposed by the Agreement and the First Supplemental Trust Agreement. Specifically, without limiting the foregoing, moneys in the Escrow Account do not constitute Pledged Tax Revenues or proceeds of the Bonds under the Agreement or the First Supplemental Trust Agreement and are not encumbered for the benefit of the Owners of the Bonds. Moneys in the Escrow Account shall be held, invested, disbursed and or transferred in accordance with the Escrow Agreement.

ARTICLE IV
RECEIPT AND TRANSFER OF INVESTMENT EARNINGS

Section 4.1. Receipt and Transfer of Investment Earnings. The provisions of Section 5.5 of the First Supplemental Trust Agreement are hereby supplemented as follows. On September 15 of each year, beginning September 15, 1998, the Investment Earnings shall be withdrawn by the Trustee from the funds and accounts described in the First Supplemental Trust Agreement and transferred by the Trustee to the Escrow Account. Investment Earnings transferred to the Escrow Account shall be free and clear of the lien imposed by the Agreement and the First Supplemental Trust Agreement. Specifically, without limiting the foregoing, such Investment Earnings will not constitute Pledged Tax Revenues or proceeds of the Bonds under the Agreement or the First Supplemental Trust Agreement and are not encumbered for the benefit of the Owners of the Bonds. Moneys in the Escrow Account shall be held, invested, disbursed and or transferred in accordance with the Escrow Agreement.

ARTICLE V
DEFAULTS AND REMEDIES

Section 5.1 Events of Default. Each of the following shall constitute and is referred to in this Second Supplemental Trust Agreement as an 'Event of Default':

(a) a failure by the Agency to observe and perform any covenant, condition agreement or provision contained in this Second Supplemental Trust Agreement, which failure continues

for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the Agency by the Arena Company or by the Trustee, which notice by the Trustee may be given at the discretion of the Trustee and shall be given upon receipt by the Trustee of a written request of the Arena Company;

(b) the occurrence of any Event of Default under the Agreement or the First Supplemental Trust Agreement;

Section 5.2. Remedies. Upon the occurrence and continuance of any Event of Default, the Arena Company may in its own name or the Trustee in its discretion may, and upon the written direction of the Arena Company and receipt of an indemnity to its satisfaction the Trustee shall, in its own name and as Trustee of an express trust:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Arena Company, and require the Agency to carry out any agreements with or for the benefit of the Arena Company including the Agreement, the First Supplemental Trust Agreement, this Second Supplemental Trust Agreement and to perform its duties under Redevelopment Law or any other law to which it is subject relevant to such agreements.

The Trustee shall be under no obligation to take any action with respect to any Event of Default unless the Trustee has actual knowledge of the occurrence of such Event of Default.

Section 5.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Arena Company is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

Section 5.4. No Waiver of Remedies. No delay or omission of the Trustee or of the Arena Company to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this Article V to the Trustee and to the Arena Company, respectively, may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI
MISCELLANEOUS

Section 6.1. No Escheatment of Funds. It is the intention of the parties that such moneys not be deemed idle moneys so as to be subject to be escheated to the State of California. Therefore, immediately upon receiving any amounts pursuant to Section 3.2 or Section 4.1 hereof, the Trustee shall immediately transfer such moneys to the Escrow Account.

Section 6.2. Notices.

(a) Any notice, request, direction, designation, consent, acknowledgement, certification, appointment, waiver or other communication required or permitted by this Second Supplemental Trust Agreement must be in writing.

(b) Any notice or other communication, unless otherwise specified, shall be sufficiently given and deemed given when delivered by hand (including any commercial delivery service) or mailed by first-class mail, postage prepaid, addressed to the Agency, the Arena Company or the Trustee at the addresses provided below, provided that any addressee may designate additional or different addresses for purposes of this Section.

If to the Agency:

The Community Redevelopment Agency of the
City of Los Angeles, California
354 South Spring Street, 8th Floor
Los Angeles, California 90013
Attention: Deputy Administrator - Financial Services and Chief Financial Officer

and

City of Los Angeles Community Redevelopment Company
LA CRA-City Attorney
354 South Spring Street
Suite 700
Los Angeles, California 90013

Attention: Dov Lesel

If to the Trustee:

[First Trust of California, National Association
550 South Hope Street, 5th Floor
Los Angeles, California 90071
Attention: Corporate Trust]

If to the Arena Company:

L.A. Arena Development Company, LLC
c/o Majestic Realty
13191 Crossroads Parkway North
City of Industry, California 91746
Attention: Edward P. Roski, Jr.
John H. Semcken III

Section 6.3 Severability. If any provision of this Second Supplemental Trust Agreement shall be determined to be unenforceable, that shall not affect any other provision of this Second Supplemental Trust Agreement.

Section 6.4. Governing Law. This Second Supplemental Trust Agreement shall be governed by and construed in accordance with the laws of the State.

Section 6.5. Captions. The captions in this Second Supplemental Trust Agreement are for convenience only and do not define or limit the scope or intent of any provisions or Sections in this Second Supplemental Trust Agreement.

Section 6.6. Amendments. This Second Supplemental Trust Agreement may only be amended in accordance with Article X of the Agreement, with the written consent of the Arena Company.

Section 6.7. Counterparts. This Second Supplemental Trust Agreement may be signed in several counterparts. Each will be an original, but all of them together constitute the same instrument.

Section 6.8. Third Party Beneficiary. The Agency and the Trustee expressly acknowledge and agree that the Arena Company is a third party beneficiary of the Agreement, the First Supplemental Trust Agreement and this Second Supplemental Trust Agreement. The

Arena Company shall have all applicable rights in law and equity to directly enforce the terms, conditions and provisions of the Agreement, the First Supplemental Trust Agreement and/or this Second Supplemental Trust Agreement against the Agency.

THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF LOS ANGELES, CALIFORNIA

By: _____

Approved as to form:

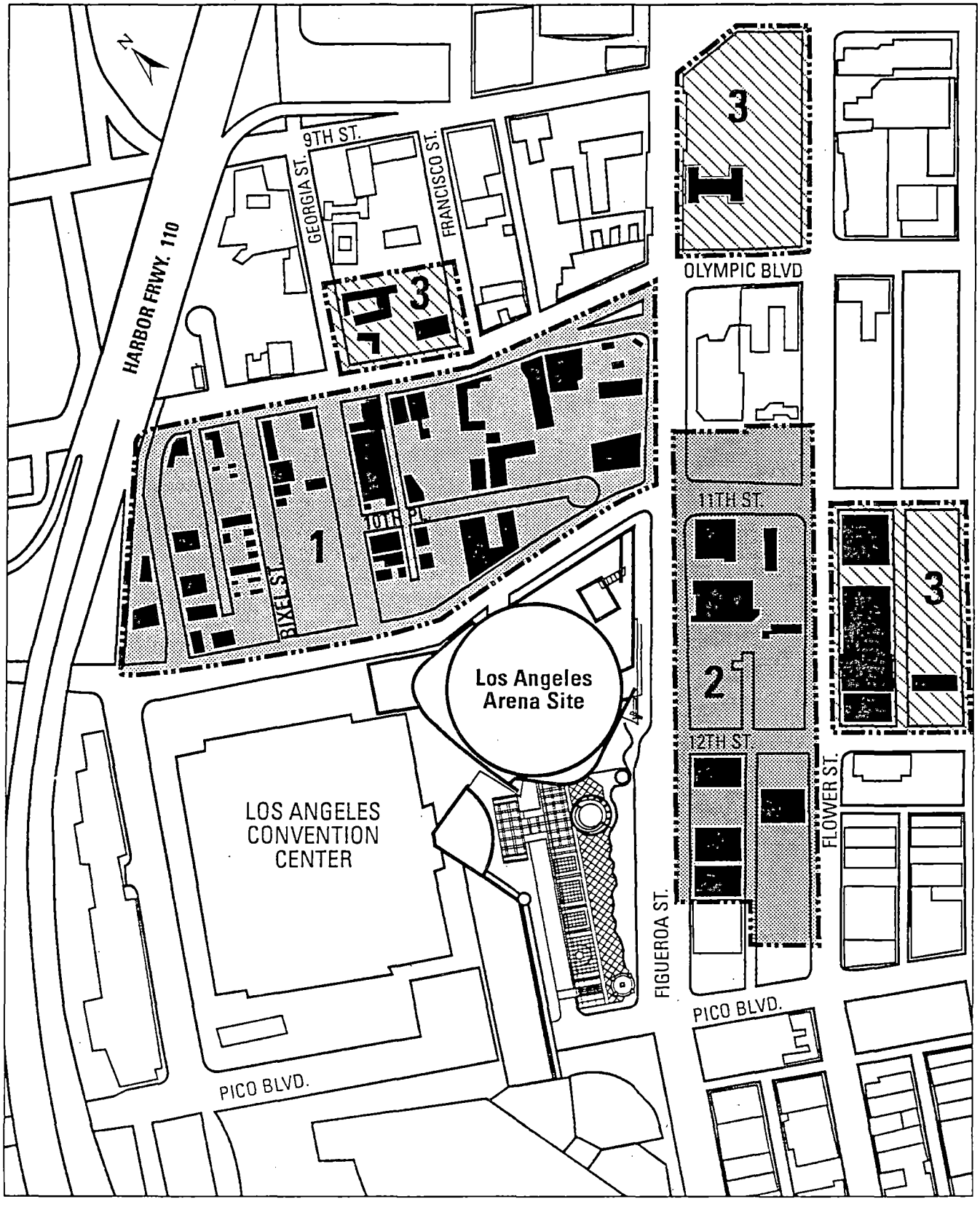
By: _____

FIRST TRUST OF CALIFORNIA,
NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

Los Angeles Arena Project

CRA/LA



Area affected by Proposed Arena Project

1. Olympic Properties
2. Figueroa Properties
3. Replacement Areas

PLANNING AND LAND USE MANAGEMENT COMMITTEE
SUGGESTED NOTIFICATION OF COUNCIL ACTION

Council File No. 96-1590, et al
& 97-1555

sign

Applicant/Appellant/Owner

✓ L.A. Arena Co., LLC
13191 Crossroads Parkway N.
6th Fl.
City of Industry, CA 91746-4301

Representative

✓ Council Member(s) ALL MEMBERS
✓ Planning Commission
✓ Director of Planning
___ Board of Zoning Appeals
___ Office of Zoning Administration (2 copies)
___ Advisory Agency
___ Planning Department - Community Planning Section
___ Planning Department - GIS Section - Attn: Fae Tsukamoto
221 North Figueroa Street, Room 900
___ Information Technology Agency
✓ Bureau of Engineering, Development Services Division - Attn: Frank Bonoff
✓ Department of Transportation, Traffic/Planning Sections
___ Department of Building & Safety c/o Zoning Coordinator
___ Bureau of Street Lighting, "B" Permit Section
___ Department of Water and Power
___ Fire Department
___ Police Department
✓ Community Development Department
✓ City Attorney-Attn: Patty Tubert
✓ City Administrative Officer
✓ Office of the Mayor - Section
___ Los Angeles County Assessor
✓ CRA
✓ Convention Center

Other

Herrera
Wilson

Community Redevelo nent Agency

of the City
of Los Angeles

354 South Spring Street
Suite 800
Los Angeles
California 90013-1258

213 977 1600

Fax
Number 213 977 1665

An Affirmative Action
Equal Opportunity
Employer

Date

File Code

Council File No. 96-1590 S1, S4,
S5, S7, S9, S10,
S11, S12,
97-1555

TO: Honorable Members of the City Council

FROM: John E. Molloy, Administrator
Community Redevelopment Agency

DATE: October 20, 1997

RE: Los Angeles Sports and Entertainment Complex
Report on Property Disposition
Central Business District Redevelopment Project

CRA
LA

Attached for your information is a report prepared at my request summarizing items contained in previous actions of the Agency Board, on June 19 and October 20, 1997, relating to property acquisition, disposition and related costs to be incurred in connection with the proposed Los Angeles Arena project.

If you have questions, please do not hesitate to contact me.

Christine Essel
Chair

Juanita G. Chavez
Mee Hae Lee
Peggy Moore
Christine M. Robert
Armando Vergara, Sr.

John E. Molloy
Administrator

SUMMARY OF ARENA RELATED ACQUISITION AND RELATED COSTS

I. FUNDING AND ACTIVITIES

This report summarizes the various costs and activities to be undertaken by the Community Redevelopment Agency of the City of Los Angeles (the "Agency") in connection with the development of the Los Angeles Sports and Entertainment Complex Project (the "Project") proposed by the Los Angeles Arena Development Co. ("Developer"). The Project will be located on a portion of the Los Angeles Convention Center Property (the "North Hall Site"). Parking for the Project will be located on certain parcels of real property along Olympic Boulevard (the "City-Owned Properties") and certain other parcels of properties along Olympic Boulevard and Figueroa Street (the "Olympic-Figueroa Properties").

Pursuant to the Disposition and Development Agreement by and among the Agency, the City of Los Angeles (the "City") and the Developer (the "DDA"), the parties intend to share certain costs for, among other things, administrative costs, land acquisition, demolition, utility relocation, business relocation and appraisals (the "Public Items"). In addition, the City and Agency agreed to pay for certain other relocation costs on the City-Owned Properties and the Olympic/Figueroa Properties (the "Relocation Costs"). Pursuant to the terms of the DDA, the City has agreed to contribute up to Fifty Eight Million Five Hundred Thousand Dollars ($58,500,000) to pay for Public Items and/or

Relocation Costs; the Agency has agreed to contribute up to Twelve Million Dollars ($12,000,000) to pay for Public Items and/or Relocation Costs; and the Developer has agreed to contribute up to Eighteen Million Dollars ($18,000,000) to pay for Public Items. It is expected that the Agency funds will be advanced by the Developer and that the Agency will repay the Developer the advances with an interest rate of 6.77% per annum. The Agency will not use tax increment funds to repay the Developer advances.

II. ANALYSIS OF PROPERTIES

A. NORTH HALL SITE.

1. Acquisition. The North Hall Site is currently owned by the City. Pursuant to a ground lease (the "Ground Lease") to be entered into between the City and the Developer, the City will lease the North Hall Site to the Developer. The Agency is not a party to the Ground Lease. Since the Agency is not a party to the Ground Lease is will not receive any consideration for the North Hall Site. The DDA specifies the payments to be made by the Developer to the City as a result of the Ground Lease.

2. Other Activities. The Agency will not incur any acquisition or other finance costs in connection with the City's leasing of the North Hall Site to the Developer. The Agency intends to pay for the demolition of the improvements on the North Hall Site and the relocation of the utilities. It is

estimated that the Agency's costs for these activities will be approximately Five Million Dollars ($5,000,000). These costs will not be paid from tax increment funds.

B. CITY-OWNED PROPERTIES.

1. Acquisition. Pursuant to the DDA, the City will convey to the Agency the City-Owned Properties at no cost to the Agency. The Agency will convey to the Developer the City-Owned Properties. The Agency will not incur any acquisition or finance costs in connection with the City-Owned Properties.

2. Other Activities. The Agency will relocate the Los Angelitos Children's Center which is located on the City-Owned Properties. The expected costs to the Agency for the relocation of the Children's Center will be in the range of approximately One Million Five Hundred Thousand Dollars ($1,500,000). These costs will not be paid from tax increment funds.

C. OLYMPIC/FIGUEROA PROPERTIES.

1. Acquisition. It is intended that the Agency will acquire certain of the Olympic/Figueroa Properties as specified in the DDA and related documents. To the extent the Olympic/Figueroa Properties are acquired by the Agency, it is expected that the acquisition will either be through a negotiated sale or through use of its powers of eminent domain. Any such acquisition will be subject to two appraisals of each acquired

property at the current fair market value. The compensation paid by the Agency to the property owner will be the property's fair market value. The City will pay the costs for the acquisition of the Olympic/Figueroa Properties up to the City's maximum contribution. The Agency will only acquire Olympic/Figueroa Properties to the extent that City and Developer funds are available to pay the acquisition and finance costs incurred by the Agency in connection with the acquisition. It is not anticipated that the Agency will incur any acquisition costs for the Olympic/Figueroa Properties. There should be no difference between (i) the value of the Olympic/Figueroa Properties acquired by the Agency and conveyed to the Developer and (ii) the amount paid or reimbursed to the Agency from the City or the Developer.

2. Other Activities. The Agency is expected to advance funds for the residential relocation and business relocation required as a result of the Olympic/Figueroa Properties. The costs for business relocation is expected to be in the range of $2 - $3 Million. The costs for residential relocation may range up to $5 Million. The final costs to the Agency is subject to the cap on its maximum contribution of Twelve Million Dollars ($12,000,000). These costs will not be paid from tax increment funds.

III. PUBLIC IMPROVEMENTS

As part of the Public Items expenditures, the Agency may advance funds for off-site improvements, including sidewalks,

streets and sewers. Any expenditure for the improvements will not exceed the Agency's maximum contribution of Twelve Million Dollars ($12,000,000). These costs will not be paid from tax increment funds.

FORM GEN. 160 (Rev. 6-80)

CITY OF LOS ANGELES

INTER-DEPARTMENTAL CORRESPONDENCE

Date: October 15, 1997

To: The Ad Hoc Committee on the Sports Arena

From: Keith Comrie, City Administrative Officer KBC

Ronald Deaton, Chief Legislative Analyst RJD by SAM

Subject: **PROPOSED ARENA AT THE LOS ANGELES CONVENTION CENTER**

On May 23, 1997, the Council approved a Memorandum of Understanding among the Los Angeles Arena Development Company, LLC ("Venture"), the Community Redevelopment Agency ("Agency"), and the City to construct an arena at the North Hall site of the Los Angeles Convention Center ("LACC"). Council further directed that all concerned departments proceed with negotiating all documents and agreements for the proposed project.

Since that time, major changes in the deal have occurred, the most notable being the financial terms of the Arena project whereby the Venture will provide at closing a guarantee of revenues to finance the City's contribution.

1. FINANCIAL TERMS

Funding Sources and Venture Guarantee

Funding will be provided from three sources: (1) up to $20 million from the Debt Service Reserve Fund ("DSR") for the existing Convention Center Bonds; (2) $12 million from Agency; and, (3) the balance of approximately $38.5 million from new securities issued by the City, for a total contribution from the City and Agency of $70.5 million. Depending on interest rates, an amount of between approximately $17 million and $20 million can be released from the LACC DSR at an annual cost of approximately $900,000 through 2008 and dropping to $730,000 thereafter. The City would agree to release this amount from the DSR and replace it with a Surety Bond that is sufficient to bring the DSR back to the reserve requirement for the bonds. The $12 million Agency contribution would come from excess debt service reserve funds which are expected to be available when bonds are paid off in fiscal year 2001-02. In the interim, the Agency would provide a Note or other obligation to the Venture payable in about January of 2002. The Venture would have to monetize the note such that $12 million in cash is available for Public Items and City/Agency administrative costs. The final funding source will be $38.5 million in net bond proceeds from a new taxable bond issuance. If $20 million is not available from the LACC DSR, any amount less than the $20 million would be added to the bond amount.

The Venture has agreed to guarantee repayment of the City's contribution. In addition, the Venture has agreed to reimburse the City for the original purchase price ($4.8 million) for the land under the LACC North Hall and the properties along the Northern edge of 11th Street which the City currently owns (the "City-owned Properties"). The reimbursement for the City-owned properties will be spread over a 25-year term at an interest rate of 8 percent. The City's and Venture's financial advisors will jointly agree on a bond structure through the process described in the attached Gap Funding Agreement. The resulting cost of the new securities will be added to the lost interest earnings on and principal repayment of the LACC DSR and the payment for the City-owned Properties to establish the annual amount of the Venture guarantee. If revenues from specific revenue sources, as more fully described below, fail to provide sufficient funds to cover the City's costs to finance its contribution, the Venture would be responsible for making up the difference. This guarantee by the Venture would be supported by a letter of credit, surety bond or some other guarantee by a third party to ensure payment to the City for any deficiencies.

Under the terms of the Venture guarantee, the City would retain all of the additional taxes generated by the Arena (property, sales, business, utility users, etc.). The only revenues the Venture would be allowed as credits against the cost of the City's contribution would be: (1) the Admissions Fee on Arena tickets; (2) overflow parking revenues at the Convention Center resulting from the Arena; (3) interest earnings on the funds set aside for the City's contribution; and, (4) 50% of construction sales taxes generated by the Arena. If revenues from these sources do not equal the cost of the City's contribution, the Venture would have to make up the difference.

In addition to the offsets for the cost of the City's contribution, the Venture would be allowed credits based on business tax, sales tax and 50% of developer fees generated by the project depending on the number of jobs created by the Arena project. This would be a similar program to the jobs credit program proposed for the DreamWorks development. The actual credit per job would depend on the type of job and salary, and credits would only be given for actual jobs created. The total estimated credit is $2.7 million, $1.5 million of which would be made available as an advance to offset developer fees. **No payments would be made directly to the Venture under this program** and no additional credits would be given until the number of jobs created reaches the $1.5 million credit advance. The details of the jobs program are still under negotiations and the jobs contract will be submitted to the Council at or prior to closing. The Recommendations contained in this report provide the authorization for the jobs credit advance.

If revenues from the above sources exceed the cost of the City's contribution, there would be an "Allowable Credit" of that excess amount which could either be used to repay the Venture for past payments to the City for deficiencies, or be placed in a "bank" to provide an offset against future payments to the City if revenues fall short of costs.

Form of Guarantee

The third-party guarantee could take the form of a Letter of Credit ("LOC"), surety bond, Guaranteed Investment Contract (GIC) or some other form of guarantee that is "acceptable to the City in all respects." The provider of the guarantee would have to have a long-term credit rating of at least A1 from Moody's or A+ from Standard & Poor's, in the case of a bank or other financial institutions, or an A.M. Best rating of Excellent and FSC XII in the case of an insurance company. The exact form and terms of the guarantee and the provider will be determined prior to closing. City staff, the City's financial advisor and bond counsel will review the final terms of the guarantee to ensure that it provides sufficient protection for the City and present their finding to the Council for adoption.

The third-party guarantee would be drawn upon under the following circumstances:

- The Venture fails to complete the Arena
- The Venture abandons the Arena after completion
- The Ground Lease is terminated for any other reason, including condemnation or casualty
- The Venture fails to renew the guarantee when required
- The Venture fails to replace the guarantee or provide sufficient collateral if the guarantee provider is downgraded below A3/A-
- The Venture fails to make payments required under the Gap Funding Agreement
- The Venture files for bankruptcy

In each case the City would draw on the entire amount necessary to pay off the bonds and recover the cost of the City-owned properties.

Recommended Actions

Restructuring the LACC DSR immediately after Council approval of the definitive agreement is recommended. A portion of the $20 million contribution from the LACC DSR is capital gains and earnings on the existing securities. Interest rates have fallen since the City purchased the DSR securities. As a result, the securities are worth more than the DSR requirement. If interest rates rise again, the value of these securities would drop and the amount available from the DSR would be reduced. Accordingly, sale of a portion of the DSR securities is recommended to realize the capital gains and earnings and insulate the amount from market changes. While this would occur as soon as possible after Council approval of the definitive agreements, all of the money would stay in the LACC DSR until the transaction is closed. This action would not obligate the Council to proceed with the transaction. If the Council ultimately decides not to proceed with the project, the funds would remain in the DSR.

As a result of approval of the attached documents, it will be necessary to proceed immediately with structuring and planning for the issuance of bonds. Accordingly, it is necessary to appoint the financing team to complete the bond sale. The City's general financial advisor, Public Resources Advisory Group, is recommended for this project. Under the general financial advisory agreement they have been providing vital input on financing alternatives and analyzing options for using LACC DSR funds over the last 18 months. Accordingly, they have developed a familiarity with the project that will enable them to complete the transaction in a timely and cost-effective manner. The agreement provides for the use of the firm in cases such as this, so no amendment to the contract is required. Total estimated financial advisory fees are $75,000, plus no more than $11,250 in direct expenses. These fees will be paid from bond proceeds.

Orrick Herrington & Sutcliffe was previously appointed to perform a variety of bond counsel duties for the project, including the very complicated tax analysis on the existing LACC bonds. Additionally, the firm assisted the City in the negotiations for the Venture's guarantee and drafted the attached Gap Funding Agreement. Accordingly, the firm possesses significant knowledge about the transaction and it would not be feasible to replace the firm for the issuance of bonds. Amendment to the agreement is required to allow for the use of the firm to complete the bond sale. Total estimated bond counsel fees for the bond transaction are $50,000, plus no more than $5,000 in direct expenses. These fees will be paid from bond proceeds.

In order for the funds held under the indenture for the Agency's Central Business District bond to be used to secure the Agency's obligation to repay the Venture, it is necessary to execute the Second Supplemental Trust Agreement by and between the Agency and First Trust of California.

In connection with final actions which will be required prior to the closing authorization of a reimbursement agreement for the DSR surety will be required. The agreement is not being forwarded at this time. However, reference is made to the agreement because it will be a necessary follow-up action to the restructuring discussed above prior to the closing. In addition, prior to the closing authorization of an amendment to the Trust Agreement for the LACC bonds will be required in order to allow for the release of the DSR cash for the Arena project and remove the North Hall site and related easement rights from the security for the LACC bonds. The Convention Center Authority will be a party to the amendment to the Trust Agreement and will be brought before the Authority at their next meeting.

Prior to closing, the financing plan with all relevant bond documents will be brought to the Council for approval. As discussed above, the final bond structure and the bond market will determine the final amount of the Venture guarantee.

2. AGREEMENTS

Pursuant to Council instructions, the following documents are submitted for Council approval. These documents reflect the MOU deal approved by the Council, as amended by the revised financial terms of the project.

Disposition and Development Agreement (DDA)

Parties: Venture, Agency and City

This agreement prescribes the terms and conditions of the development project. It incorporates the deal points contained in the MOU previously approved by the Council, as modified by the changes described in this report. This agreement is attached and marked "Exhibit 1."

Reciprocal Easement and Environmental Restriction Agreement (REA)

Parties: Venture, Agency, and City

The REA provides for the various continuing covenants, conditions, restrictions and easements affecting the Arena site, the Olympic/Figueroa Properties, and the Convention Center site. This agreement is attached and marked "Exhibit 2."

Arena Ground Lease

Parties: Venture and City

The Arena Ground Lease sets forth the terms and conditions under which the Venture will continue to occupy the Arena site. This agreement is attached and marked "Exhibit 3."

Development Agreement (DA)

Parties: Venture and City

A DA is authorized pursuant to the Government Code. This agreement permits the development of the site in conformance with specified existing City rules, regulations and policies. This document also provides for the levy of an Admissions Fee which will be used for debt service associated with the project. This agreement is attached and marked "Exhibit 4." An ordinance is also required to execute this document. It is marked "Exhibit 5."

Environmental Indemnity Agreement

Parties: Venture, Agency, City, Authority

This agreement sets forth the environmental indemnities that the Venture will provide to the Agency, City and the Los Angeles Convention Center Authority with respect to the City-owned properties that will be conveyed to the Venture by the City and the Agency. This agreement is attached and marked "Exhibit 6."

3. ENVIRONMENTAL ACTIONS AND CONDITIONAL USE PERMITS

On August 6, 1997, the Board of Referred Powers, acting instead of the City Planning Commission made a number of determinations relative to the environmental impact of this project and took actions to approve three conditional use permits to (1) allow the construction, operation and maintenance of a sports and entertainment complex at the site; (2) permit the sale or dispensing of alcoholic beverages for on-site consumption at the Arena and on four establishments on the Arena site; and, (3) reduce a previously-approved Conditional Use site to sever the Arena site from the deemed-to-be-approved Convention Center site. Subsequently, an appeal was filed by Coalition for Community Rights.

On October 7, 1997, the Planning and Land Use Management ("PLUM") Committee denied the appeal and approved the actions of the Board of Referred Powers, subject to the submission of a Parking and Transportation Plan by the Venture showing traffic circulation and parking. Council action is required to approve the actions of the PLUM Committee and Board of Referred Powers.

In discussions with the Agency and the Convention Center, it was determined that it would be appropriate to condition approval subject to the Venture providing, at their cost, study of wind effects between the Arena and the LACC West Hall, and Cherry Street extension to Olympic to improve traffic flow around the Convention Center. If the study of wind effects indicates potential "wind tunnel" problems, the design of the Arena must include feasible mitigation measures.

For additional background, attached are the Planning Department Staff Report, Board of Referred Powers action, and the PLUM Committee action marked, collectively, as "Exhibit 7."

4. COMMUNITY REDEVELOPMENT AGENCY ACTIVITIES

In order to proceed with the implementation of this project, it will be necessary for the Agency to undertake certain activities.

Los Angelitos Children's Center

The Agency is requesting authority to negotiate and execute an agreement with the Los Angeles Unified School District for the relocation of this children's center for an amount not to exceed $1.7 million. The relocation is necessary for the parking site assembly for the Arena. It will be funded by $1.5 million from the City and $.2 million from CBD Redevelopment Project general revenues.

The Agency transmittal regarding this request is attached and marked "Exhibit 8."

Relocation Plan

The Relocation Plan establishes the administrative requirements, procedures and standards for conducting the relocation of tenants, homeowners and businesses displaced by the development of the parking facilities for the proposed project. The Relocation Plan was prepared in accordance with State law in effect at that time. In April 1997, the Agency was advised of revisions in the Relocation Assistance and Real Property Acquisition Guidelines. The Agency now requests Council authorization to amend and approve a revised Relocation Plan in conformance with new State requirements.

The original Relocation Plan is contained in the attached Agency transmittal marked "Exhibit 9." The proposed amendment is described in the Agency Board Memorandum marked as "Exhibit 12."

Replacement Housing Plan

The Replacement Housing Plan will guide efforts to meet Agency obligations to replace the 188 low and moderate income units to be removed as a result of the project. Although the Agency will be able to meet its legal obligations from the units funded in the Agency's housing production pipeline, two additional replacement housing projects (Grandview Nine and 1010 Family Housing) are proposed. Construction of these projects will provide an additional 137 units with 334 bedrooms, 115 bedrooms over the legally required replacement under State law.

The Council has set aside approximately $4.5 in the Unappropriated Balance for the 137 units. However, the Agency indicates that the funds will not be required in the current fiscal year. The Agency should be instructed to request these funds in a future fiscal year during the normal budget process when the funds are needed.

The Council also instructed the Agency to identify funding for an additional 51 units. Toward this objective, the Agency has proposed the establishment of an "Arena Replacement Housing Trust Fund" which would be funded by available tax revenues generated by the Arena. It is recommended that this request be reviewed further by the Agency, City Administrative Officer and Chief Legislative Analyst prior to establishment.

Additional details on the Replacement Housing Plan are contained in the contained in the Agency transmittal marked "Exhibit 9."

Legal Services

The Agency has contracted with the law firm of Goldfarb & Lipman for legal services associated with the Arena project. Due to the protracted negotiations, additional funds in the amount of $80,000 are needed to complete the necessary negotiations and documents.

The Agency transmittal regarding this request is marked "Exhibit 10."

Administrative Actions

The Agency has also requested a series of administrative actions to facilitate this project.

- The Agency must recognize program income of $87,500,000 for this project.
- Authority is needed to execute technical assistance contracts. Selected through a Request for Qualification process, the Agency proposes to execute contracts with six relocation firms and four acquisition firms. The total amount expended under each category will not exceed $225,000, for a total of $450,000.
- A site office within close proximity to the Arena site is proposed to assist the residents and businesses who will be displaced by this project and to provide timely review and minimize disruption to those affected. The cost will not exceed $50,000 for rent and utilities for 18 months.
- As approved in other projects of this magnitude, the Agency requests to increase the Administrator's authority from $25,000 to $50,000 for Arena-related contracts such as real property and fixtures and equipment appraisals, site office lease, and the purchase of supplies to board and secure vacant buildings.
- The Agency seeks authority for any other actions reasonably necessary to implement actions approved for the project.

Background on these actions may be found in Agency transmittals marked "Exhibit 11" and "Exhibit 12."

MBE/WBE, Job Outreach and Apprenticeship Program

In January 1997, a motion (Hernandez-Walters-Goldberg) was adopted to instruct the Agency and Community Development Department ("CDD") to prepare a job training, outreach, apprenticeship, and MBE/WBE program. It further specified that the plan address all phases of the project, including development, construction and operation. As a result, the Agency and CDD have designed a program which has been incorporated in Section 13.2 and Attachment 14 of the DDA.

RECOMMENDATIONS:

That the Council:

Relative to Environmental Actions:

1. **CONCUR** with the Board of Referred Powers action of August 6, 1997 acting instead of the City Planning Commission and: *[Exhibit 7]*

   a. **CERTIFY** that the Final Environmental Impact Report and Attachment to the Final Environmental Impact Report for the Los Angeles Sports and Entertainment Complex (collectively, the "FEIR"; State Clearinghouse No. 96091061), prepared and certified by the Community Redevelopment Agency as lead agency, is adequate for matters related to the Sports and Entertainment Complex which are before the City, and that the City has reviewed and considered the information contained therein pursuant to the State CEQA Guidelines including Section 15096 thereof, and the City CEQA Guidelines along with other factors related to this matter.

   b. **AMEND** the Los Angeles Sports and Entertainment Complex Mitigation Monitoring Plan ("Mitigation Monitoring Plan") as set forth in the Los Angeles City Planning Department Staff Report to the Board of Referred Powers dated August 6, 1997 ("City Planning Department Report") at pages 111-169 of Exhibit E-6 to such report, to be consistent with Condition 5 (Environmental) of the Conditions of Approval. (The Conditions of Approval are set forth in Section 3 of the City Planning Department Report.)

   c. **ADOPT** the Mitigation Monitoring Plan, as amended, pursuant to Section 21081.6 of the California Public Resources Code.

d. **ADOPT** the California Environmental Quality Act Findings as specified in Sections IV, V and VI of the document entitled Statement of Environmental Effects, Mitigation Measures, Findings, Statement of Overriding Considerations and Mitigation Reporting and Monitoring Program for the Proposed Los Angeles Sports and Entertainment Complex ("Statement of Environmental Effects"), set forth at Exhibit E-6 of the City Planning Department Report.

e. **ADOPT** the Statement of Overriding Considerations set forth in Section VII of the Statement of Environmental Effects.

Relative to the Conditional Use Permits:

2. **ADOPT** the Planning and Land Use Management Committee recommendations of October 7, 1997 to **DENY** the appeal filed by the Coalition for Community Rights and **CONCUR** with the Board of Referred Powers action of August 6, 1997 acting instead of the City Planning Commission, subject to the (1) submission of a Preliminary Parking and Transportation Plan by the Venture showing traffic circulation and parking; (2) at Venture cost, provision of a study of wind effects at the Convention Center and, if called for, incorporation of feasible mitigation measures into the Arena design; and, (3) at Venture cost, construct a northbound, one-way extension of Cherry Street within the Olympic Properties connecting 11th Street with Olympic Boulevard with the approval of the Department of Transportation, to:

[Exhibit 7]

a. **ADOPT** the Findings, set forth as Section 4 of the City Planning Department Report, regarding the following conditional uses: City Planning Case Nos. 97-0105(CU) and 97-0120(CUB) and the Development Agreement 97-0106(DA) as Findings of the Board.

b. **APPROVE** a Conditional Use [CPC No. 97-0105(CU)] for the site at 1191-1201 South Figueroa Street, to allow the construction, operation and maintenance of a sports and entertainment complex consisting of an Arena that shall contain a capacity for no more than 22,000 seats and a maximum of 950,000 square feet, and, at the option of the applicant, basketball practice facilities and an ice-skating rink; ancillary uses at a maximum of 100,000 square feet to include retail/restaurant/ entertainment uses; and, a maximum of 50,000 square feet of primarily team office space, subject to the conditions of approval specified in Section 3 of the City Planning Department Report, as modified by the attached Staff Recommended Modifications to the Staff Report.

c. **APPROVE** a Conditional Use [CPC 97-0120(CUB)] for the sale or dispensing for consideration of a full line of alcoholic beverages for on-site consumption in the Arena and for on-site consumption in four establishments outside the Arena on the Arena Site, subject to the conditions of approval specified in Section 3 of the City Planning Department Report, as modified.

d. **ADOPT** the Findings and Recommendations of the City Planning Department Report and **APPROVE** the Reduction of a previously-approved Conditional Use site [CUP 97-0185(CU)], to sever the site from the deemed-to-be-approved Convention Center site.

Relative to the New Financial Terms of the Project:

3. **AUTHORIZE** the restructuring of the Los Angeles Convention Center ("LACC") Debt Service Reserve Fund ("DSR") as discussed in the report.

4. **AUTHORIZE** an amendment to the agreement with Orrick, Herrington & Sutcliffe to continue to provide bond counsel services to complete the bond sale for the Arena transaction, funding for which will be provided from bond proceeds.

5. **REQUEST** the City Attorney to negotiate a jobs credit agreement and submit it to the Council for approval prior to closing.

6. **AUTHORIZE** a credit of $540,000 toward developer fees for the Arena project upon approval of the Definitive Agreements to be applied to the jobs credits as will be defined in the jobs credit agreement referenced in No. 5 above.

7. **AUTHORIZE** the Community Redevelopment Agency ("Agency") to execute the Second Supplemental Trust Agreement by and between the Agency and First Trust of California, as trustee for the Central Business District Tax Allocation Refunding Bonds, Series I. *[Exhibit 12]*

8. **AUTHORIZE** the Agency, in advance of the Second Supplemental Trust Agreement, to take any and all actions necessary to provide security for the Agency's obligation to repay the commitment of $12 million provided by the Developer for the cost of property acquisition and related activities for the project; the obligation will be repaid with interest compounded annually at the rate of 6.77%. *[Exhibit 12]*

9. **APPROVE** the attached Gap Funding Agreement which sets forth the terms and conditions of the Venture's guarantee and such other agreements and instruments as are necessary to secure the Agency's repayment obligations to the Venture. *[Exhibit 15]*

Relative to Definitive Agreements:

10. **APPROVE** the attached Disposition and Development Agreement ("DDA") between the Los Angeles Arena Development Company, LLC ("Venture"), the Agency, and the City, which has been revised to reflect the new terms of the project, and request the Agency to take action as soon as possible to approve the DDA, with execution subject to satisfactory compliance with conditions precedent specified in the Council-approved Memorandum of Understanding Section 3.4.1 and Article II of the DDA (the Council's action shall constitute approval required under the Agency Oversight Ordinance). *[Exhibit 1]*

11. **APPROVE** the attached Reciprocal Easement and Environmental Restriction Agreement ("REA") between the Venture, Agency and the City relative to the granting of rights and easements over property owned by the parties and prescribes the maintenance, operation and use of the property owned by parties, such as signage criteria, use of West Hall Parking and Lindsay Plaza, and roadway and utility easements, and request the Agency to take action as soon as possible to approve the REA, with execution subject to satisfactory compliance with conditions precedent (the Council's action shall constitute approval required under the Agency Oversight Ordinance). *[Exhibit 2]*

12. **APPROVE** the attached Arena Ground Lease between the Venture and the City which grants property adjacent to the Los Angeles Convention Center to the Venture for 55 years and prescribes rights, conditions and obligations under which the agreement is effective, with execution subject to satisfactory compliance with conditions precedent. *[Exhibit 3]*

13. **ADOPT** the attached ordinance authorizing the execution of the Development Agreement ("DA"); **APPROVE** the DA between the Venture and the City, as approved by the Board of Referred Powers on August 6, 1997 (C.F. 96-1590-S12), acting in the place of the Planning Commission, which establishes development rights, agreements and assurances, including the proposed Admissions Fee, with execution subject to satisfactory compliance with conditions precedent; and, **INSTRUCT** the City Clerk, pursuant to California Government Code Section 65868.5, to record a copy of the DA with the County Recorder within 10 days after execution by the City. *[Exhibit 4 and 5]*

14. **APPROVE** the Environmental Indemnity Agreement between the Venture, Agency, City and Los Angeles Convention Center Authority relative to the City-owned properties that will be conveyed to the Venture. *[Exhibit 6]*

Relative to the Community Redevelopment Agency:

15. **CONCUR** in the Agency Board actions to **AUTHORIZE** the Agency to:

    a. Negotiate and execute a relocation agreement with the Los Angeles Unified School District for the relocation Los Angelitos Children's Center for an amount not to exceed $1.7 million. *[Exhibit 8]*

    b. Relative to the Replacement Housing Plans:
        i. Amend the FY98 Budget to acknowledge the anticipated future receipt of $4,496,000 from the City General Fund to the Agency for the development of replacement housing for the Arena project, with funds to be transferred when needed for construction.
        ii. Increase the Agency's commitment to the 62-unit Grandview Nine family housing project (Work Objective CW1206) by $2,740,000 and the 75-unit 1010 Family Housing Project by $1,756,000 (Work Objective SP1100), and transfer the above-referenced funds to the respective work objectives.
        iii. Amend the FY98 Budget to acknowledge receipt of the reimbursement of Agency pre development costs for the Arena project in the amount of $693,150 from the City, and allocate these funds to Work Objective SP1100.
        iv. Amend the FY98 Budget to transfer the balance of land proceeds from the sale of Agency land for the 1010 Senior Housing Project in the amount of $251,850 to Work Objective SP1100.
        v. Work with the Los Angeles Housing Department to develop a near-term plan for the development of 51 additional replacement units and, in conjunction with the City Administrative Officer and Chief Legislative Analyst, to report back on the feasibility of establishing an "Arena Replacement Housing Trust Fund" to address additional housing needs in the area. *[Exhibit 9]*

    c. Add $80,000 to the contract with the law firm of Goldfarb & Lipman for legal services rendered in the negotiation and preparation of documents related to this project. *[Exhibit 10]*

    d. Subject to Initial Closing as defined in the DDA, amend the Agency FY98 Budget for SP3070 and SP3080 (L.A. Arena) by recognizing $87,500,000 in project revenue. *[Exhibit 11]*

e. Take other such actions reasonably necessary to facilitate this project as approved. *[Exhibit 11]*

16. **AUTHORIZE** the Agency to (the Council's action shall constitute approval required under the Agency Oversight Ordinance): *[Exhibit 12]*

    a. Enter into a contract for relocation consultants not to exceed $225,000 and a contract for acquisition consultants not to exceed $225,000, from the Agency's list of pre qualified consultants.

    b. Negotiate and enter into a lease for a site office within close proximity to the Arena site to facilitate relocation activities.

    c. Increase the Administrator's authority from $25,000 to $50,000 for Arena-related contracts.

    d. Amend and approve a revised Relocation Plan in conformance with new State requirements.

Other Actions:

17. **APPROVE** the attached Signage Criteria, Schematic Design Drawings, subject to a revision to make restrooms in the police substation available to the general public during Arena events, and Preliminary Arena Landscape Drawings for the proposed project. *[Exhibit 12, 13 and 14]*

18. **AUTHORIZE** the President of the City Council to sign all agreements related to this project on behalf of the City once all conditions precedent have been met.

19. **AUTHORIZE** the Agency, City Administrative Officer, Chief Legislative Analyst, with the assistance of the City Attorney to make minor adjustments or modifications to the approved documents consistent and in conformance with the project terms set forth in this report.

20. **INSTRUCT** the City Administrative Officer and the Chief Legislative Analyst, with the assistance of the City Attorney, to report back to Council, when appropriate, to certify that all closing conditions as specified in the DDA have been met.

21. **REQUEST** the City Attorney to draft an ordinance to permit the signage in accordance with the approved signage criteria for the project.

FISCAL IMPACT:

Approval of this report and the requested actions would allow the negotiations of and preparation for the Arena transaction to continue, but would not commit the City to proceeding with the Arena transaction. Staff costs, attorney fees and various Agency activities in connection with the preparation for land acquisition would continue. Such costs between the date of this report and the closing of the transaction are estimated to be $250,000. If the transaction is ultimately approved, the cost of the City contribution would be approximately $5 million per year, all of which will be covered by the Admissions Fee, Overflow Parking Revenues and, if necessary, Venture payments or the payment guarantee.

Exhibits:

1. Disposition and Development Agreement
2. Reciprocal Easement and Environmental Restriction Agreement
3. Arena Ground Lease
4. Development Agreement
5. Ordinance for Development Agreement
6. Environmental Indemnity Agreement
7. Planning Department Staff Report, Board of Referred Powers action on Environmental Actions and Conditional Use Permits, and Planning and Land Use Management Committee action
8. Agency Transmittal of August 28, 1997 re: Los Angelitos Children's Center
9. Agency Transmittal of July 16, 1997 re: Relocation and Replacement Housing Plans
10. Agency Transmittal of July 29, 1997 re: Goldfarb & Lipman Contract
11. Agency Transmittal of July 16, 1997 re: Various Actions Relating to Approval of the Proposed L.A. Sports and Entertainment Complex
12. Agency Board Memorandum dated October 16, 1997 (released on October 10, 1997) re: Various Actions Relating to Approval of the Proposed L.A. Sports and Entertainment Complex
13. Signage Criteria
14. Schematic Design and Preliminary Arena Landscape Drawings
15. Gap Funding Agreement

CITY OF LOS ANGELES
FOUNDED 1781

Any Questions? Contact:
STAFF_____
TELEPHONE_____

NOTICE OF PUBLIC HEARING

Metropolitan News - publish on or before September 23, 1997
Newspaper

CERTIFIED NOTICE

PUBLIC NOTICE

The Planning and Land Use Management Committee of the Los Angeles City Council will consider on Tuesday, October 7, 1997 at approximately 11:00 A.M., or soon thereafter in Room 340, City Hall, 200 North Spring Street, Los Angeles, CA 90012, an appeal filed by Coalition for Community Rights, Terry Kubicki, Eric Lawrence Vetter, Attorney at Law, proponent, from the determination of the Board of Referred Powers, acting thereof of the City Planning Commission, which approved the following Conditional Use Permits:

1. A conditional Use Permit for the site at 1101-1201 South Figueroa Street, to allow the construction, operation and maintenance of a new sports arena with seating for approximately 20,000 persons, including a capacity for up to seven thousand of an Arena that will include a capacity for up to seven thousand of an Arena that will include a maximum of 680,000 square feet and, at the option of the applicant, basketball practice facilities and an ice skating rink; ancillary uses at a maximum of 100,000 square feet to include retail, restaurant and entertainment uses; and a maximum of 60,000 square feet of primarily base office space.

2. A Conditional Use Permit for the sale or dispensing for consideration of alcoholic beverages for on-site consumption in the Arena and for on-site consumption in four establishments within the Arena on the Arena Site.

3. A Conditional Use Permit for induction of the 4 previously-approved Conditional Use sites 1998-97-CU-PA(CA), to serve the site from the nearest-to-be-approved Convention Center site.

The City Council's Ad Hoc Committee on the Los Angeles Arena Proposal will consider, on Thursday, October 16, 1997, at approximately 10:30 A.M., or soon thereafter in the Council Chamber, the following:

1. A Development Agreement between the applicant, Los Angeles Arena Development Company, and the City of Los Angeles.

2. A Disposition and Development Agreement between the applicant, Los Angeles Arena Development Company, the City of Los Angeles and the Community Redevelopment Agency of the City of Los Angeles.

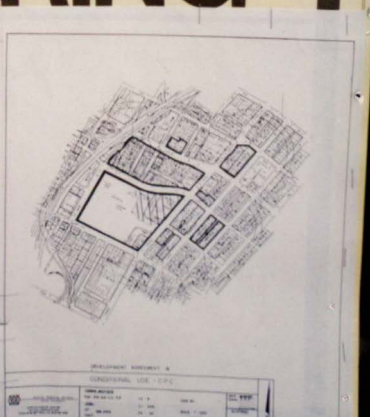
The full Los Angeles City Council will conduct a public hearing on the all these matters on Tuesday, October 21, 1997, at approximately 2:00 P.M., or soon thereafter in the Council Chamber in the above-mentioned address.

Applicant: L.A. Arena Development Co./City of Los Angeles

If you are unable to appear at these meetings, you may submit your comments in writing. The file and appeal referred to above can be reviewed in the office of the City Clerk, and written comments may be addressed to the City Clerk, Room 360, City Hall, 200 North Spring Street, Los Angeles, CA 90012.

Note: If you challenge this proposed action 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 of Los Angeles at, or prior to, the public hearing. Any written correspondence delivered to the City Clerk before the Council's final action on a matter will become a part of the administrative record.

J. MICHAEL CAREY, CITY CLERK
of the City of Los Angeles




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9 26 '97


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Los Angeles Convention Center
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City of Los Angeles
Office of the City Clerk
Room 395, City Hall
200 North Spring Street
Los

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:CITY CLERK
200 N MAIN ST #607
LOS ANGELES CA 90012-4110

J. MICHAEL CAREY
City Clerk

When making inquiries relative to this matter refer to File No.

CITY OF LOS ANGELES
CALIFORNIA

RICHARD J. RIORDAN
MAYOR

Office of
CITY CLERK
Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
Council File Information - (213) 485-5703
General Information - (213) 485-5705

Pat Healy
Chief Legislative Assistant

96-1590-S1

CD 9

July 14, 1997

RE-REFER TO AD HOC COMMITTEE ON THE LOS ANGELES ARENA PROPOSAL

In accordance with Council Rules, communication from the Community Redevelopment Agency relative to authorizing approval of job training, small business development, M/WBE participation and prevailing wage program proposals for the proposed Los Angeles Arena Project; and, consideration of the Agency recommendation strategy to meet the relocation and replacement housing requirements for the proposed project, was re-referred on July 11, 1997, to the AD HOC COMMITTEE ON THE LOS ANGELES ARENA PROPOSAL.

J. Michael Carey

City Clerk
amm

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Community Redevelopment Agency

of the City
of Los Angeles

354 South Spring Street
Suite 800
Los Angeles
California 90013-1258

213 977 1600

Fax
Number 213 977 1665

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Employer

96-1590-S1

Date 7/16/97

File Code 2262

Council File No. _____
Council District: 9
Contact Person: David Riccitiello
Project Manager

Honorable Council of the City of Los Angeles
Room 395, City Hall

COUNCIL TRANSMITTAL:

VARIOUS ACTIONS RELATED TO THE RELOCATION AND REPLACEMENT HOUSING PLANS FOR THE PROPOSED LOS ANGELES SPORTS AND ENTERTAINMENT COMPLEX (CENTRAL BUSINESS DISTRICT REDEVELOPMENT PROJECT)

CRA
LA

RECOMMENDATIONS

1. That the City Council review and approve the Agency actions of June 19, 1997, authorizing the Administrator or designee to:

   a. Amend the FY98 Budget to acknowledge the anticipated future receipt of $4,496,000 from the City of Los Angeles General Fund Unappropriated Balance to the Agency to provide funding for the development of replacement housing resources for the Los Angeles Sports and Entertainment Complex project with funds to be transferred at a time acceptable to the Chief Administrative Officer but within the time frame necessary to construct the housing;

   b. Increase the Agency's commitment to the 62 unit Grandview Nine family housing project (Work Objective CW1206) by $2,740,000 and the 75 unit 1010 Family Housing Project by $1,756,000 (Work Objective SP1100), and transfer the above referenced funds to the respective work objectives;

   c. Amend the FY98 Budget to acknowledge receipt of the reimbursement of Agency predevelopment costs for the proposed Los Angeles Sports and Entertainment Complex project in the amount of $693,150 from the City, and allocate these funds to Work Objective SP1100 (1010 Family Housing Project); and

   d. Amend the FY98 Budget to transfer the balance of the land proceeds from the sale of the Agency land for the 1010 Senior Housing Project in the amount of $251,850 to SP1100 (1010 Family Housing Project).

2. That the City Council, as requested by the Agency, direct the Administrator and the General Manager or designee of the Los Angeles Housing Department to develop a near term plan for the development of the 51 units of replacement housing not covered by the $4,496,000 transfer identified above.

3. That the City Council, as requested by the Agency, direct the Administrator, in concert with City Administrative Officer and the Chief Legislative Analyst, to investigate and report on the feasibility of establishing an Arena Replacement Housing Trust Fund which will allow the Agency to address additional housing needs in the area over the long term.

Christine Essel
Chair

Juanita G. Chavez
Mee Hae Lee
Peggy Moore
Christine M. Robert
Armando Vergara, Sr.

John E. Molloy
Administrator

ENVIRONMENTAL REVIEW

The above actions do not constitute a "project" as defined by CEQA. A Final Environmental Impact Report (EIR) for the proposed Los Angeles Sports and Entertainment Complex was certified by the Agency on June 19, 1997.

FISCAL IMPACT STATEMENT

Approval of the above actions will transfer $4,496,000 from the City of Los Angeles General Fund Unappropriated Balance to the Agency to provide funding for the development of replacement housing resources for the Los Angeles Sports and Entertainment Complex project, and reimbursement of Agency predevelopment costs for the proposed project in the amount of $693,150 from the City.

SUMMARY

CRA LA

On May 23, 1997, the City Council approved the non-binding Memorandum of Understanding (MOU) for the Los Angeles Sports and Entertainment Complex and requested the Agency to approve and execute the MOU and commence negotiations on agreements necessary for the project. The Council's action also provided approval, under the City's Oversight Ordinance, of Agency actions relating to predevelopment activities for the project. On June 5, 1997, the Agency authorized the Agency Administrator to execute the MOU and directed staff to commence negotiations with the Developer on the DDA. On June 25, 1997, the City Council reviewed a Report to the Agency Commissioners dated March 6, 1997, which recommends a strategy to meet the relocation and replacement housing requirements of the project.

The Agency has been requested to participate in the development of the Los Angeles Sports and Entertainment Complex by undertaking acquisition and conveyance to the Developer of sufficient land area to provide parking for the project; business and residential relocation; and development of replacement housing. Securing the land needed for the parking for the project will result in the relocation of 167 households, 33 businesses and 26 outdoor advertising signs, and the removal of 188 residential units (containing 219 bedrooms). To carry out the Agency's acquisition and relocation responsibilities, a Relocation Plan and a Replacement Housing Plan have been prepared to guide Agency activities. Both plans have been circulated for 30 days for review and comment.

Relocation Plan

The Relocation Plan establishes the administrative requirements, procedures and standards for conducting the relocation of tenants, homeowners and businesses displaced by the development of the parking facilities for the proposed project. The Relocation Plan has been prepared in accordance with, and meets the requirements of, State law to set forth these administrative requirements, procedures and standards.

Replacement Housing Plan

The Replacement Housing Plan will guide efforts to meet Agency obligations to replace the low and moderate income units removed as a result of the project. Although the Agency will be able to meet its legal obligation from the units funded in the Agency's housing production pipeline, two additional replacement housing projects (Grandview Nine and 1010 Family Housing) are proposed. Construction of these projects will provide an additional 137 units with 334 bedrooms, 115 bedrooms over the legally required replacement under State law.

Arena Replacement Housing Trust Fund

Although the State law requirement for replacement housing is tied to the number of bedrooms removed, the City Council has requested that the Agency identify a funding source to construct an additional 51 units of affordable family housing, based on the difference between the 137 non-pipeline units proposed and the

188 units to be removed. The financing of 51 units of affordable family housing would require at least $2.6 million ($51,000 per unit). (It should be noted that the City Council has requested construction of family units, while the majority of units to be removed are zero and one bedroom units.) As the City Administrative Officer and the Chief Legislative Analyst have conservatively projected, revenue to be received by the City from the Arena project (in the form of ticket fees, additional parking revenues and tax revenues) is estimated at approximately $7.0 million per year. It is believed, however, that actual revenues to be received by the City will exceed this projection. In the event the City receives excess tax revenues (excluding ticket fees and parking revenues) not required for the amortization of the City's financial participation in the project, it is proposed that all or a portion of these excess tax funds be set aside in a special trust fund for the development of the 51 units of housing.

Notwithstanding the discussion above, the Agency intends to negotiate with the Los Angeles Housing Department for housing funds for the development of 51 family units of replacement housing.

Additional Replacement Housing Units

Grandview Nine, located at 2300-2326 West Ninth Street, has a predevelopment loan with the Agency in the amount of $1.4 million for land acquisition and the preparation of plans. Assuming the project will be successful in obtaining an allocation of Federal Low Income Housing Tax Credit, it will require additional gap financing in the amount of $2.74 million. When completed, the project will provide 62 units of affordable family housing (9 one bedroom units; 19 two bedroom units; and 34 three bedroom units).

CRA
LA

The 1010 Family Housing project will be located on Agency-owned property in the block bounded by Olympic Boulevard, Hope Street, Eleventh Street, and Flower Street. Total Agency gap financing for the project is estimated at $3.1 million. The City Council has approved a predevelopment loan in the amount of $461,800 leaving a remaining funding requirement of $2.7 million. The project will involve the construction of 75 affordable family housing units (12 one bedroom units; 28 two bedroom units; 23 three bedroom units; and 12 four bedroom units) with a child care center located in the ground floor of the building.

Out of the approximately $4.5 million of City funds; $2.7 million will be allocated to Grandview Nine and $1.8 will be allocated to the 1010 Family Housing project. The remaining gap financing for the 1010 project will be funded from reimbursement due the Agency for the cost of pre-closing work (appraisals, soils analysis and litigation guarantees) for the Arena project and the transfer of land sales proceeds from the 1010 Senior Housing Project.

Please see the attached Board Memorandum, dated June 19, 1997, for pertinent facts and information.

John E. Molloy, Administrator

cc: Councilmember Rita Walters, CD 9
Sandra Grange, Office of the City Clerk (Original & 10 Copies)
Kelly Martin, Office of the Mayor
Karen Kalfayan, Office of the CAO
Paul Smith, Office of the CLA
James Santa Maria, CD 15
Keith Comrie - CAO (mail stop 130)
Ron Deaton - CLA (mail stop 136)
Patti Tubert - City Attorney (mail stop 140)

THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LOS ANGELES, CA

MEMORANDUM

15

SP1100
CW1206

DATE: JUNE 19, 1997

TO: AGENCY COMMISSIONERS

FROM: JOHN E. MOLLOY, ADMINISTRATOR

SUBJECT: VARIOUS ACTIONS RELATED TO THE RELOCATION AND REPLACEMENT HOUSING PLANS FOR THE PROPOSED LOS ANGELES SPORTS AND ENTERTAINMENT COMPLEX
CENTRAL BUSINESS DISTRICT REDEVELOPMENT PROJECT (CD 9)

RECOMMENDATIONS

1. That the Agency:

   a. Approve the Relocation Plan for the proposed Los Angeles Sports and Entertainment Complex to be developed in the Central Business District Redevelopment Project; and

   b. Adopt the attached Resolution approving the Replacement Housing Plan for the proposed project.

2. That the Agency, subject to City Council review and approval, authorize the Administrator or designee to:

   a. Amend the FY98 Budget to acknowledge the anticipated future receipt of $4,496,000 from the City of Los Angeles General Fund Unappropriated Balance to the Agency to provide funding for the development of replacement housing resources for the Los Angeles Sports and Entertainment Complex project with funds to be transferred at a time acceptable to the Chief Administrative Officer but within the time frame necessary to construct the housing;

   b. Increase the Agency's commitment to the 62 unit Grandview Nine family housing project (Work Objective CW1206) by $2,740,000 and the 75 unit 1010 Family Housing Project by $1,756,000 (Work Objective SP1100), and transfer the above referenced funds to the respective work objectives; and

c. Amend the FY98 Budget to acknowledge receipt of the reimbursement of Agency predevelopment costs for the proposed Los Angeles Sports and Entertainment Complex project in the amount of $693,150 from the City, and allocate these funds to Work Objective SP1100 (1010 Family Housing Project).

d. Amend the FY98 Budget to transfer the balance of the land proceeds from the sale of the Agency land for the 1010 Senior Housing Project in the amount of $251,850 to SP1100 (1010 Family Housing Project).

3. That the Agency request City Council to direct the Administrator and the General Manager or designee of the Los Angeles Housing Department to develop a near term plan for the development of the 51 units of replacement housing not covered by the $4,496,000 transfer identified above.

4. That the Agency request City Council to direct the Administrator, in concert with City Administrative Officer and the Chief Legislative Analyst, to investigate and report on the feasibility of establishing an Arena Replacement Housing Trust Fund which will allow the Agency to address additional housing needs in the area over the long term.

RE

May 23, 1997 - City Council approval of the MOU for the Los Angeles Sports and Entertainment Complex.

June 5, 1997 - Agency approval of the MOU.

SOURCE OF FUNDS

City of Los Angeles General Funds and Central Business District General Revenue.

ENVIRONMENTAL REVIEW

The above actions do not constitute a "project" as defined by CEQA. A Draft Environmental Impact Report (EIR) for the proposed Los Angeles Sports and Entertainment Complex has been prepared and circulated for public review and comment; certification of the EIR by the Agency is required for Agency consideration of the proposed Arena project.

SUMMARY

The Agency has been requested to participate in the development of the Los Angeles Sports and Entertainment Complex by undertaking site acquisition and conveyance to the Developer for parking; business and residential relocation; and development of replacement housing. The new Arena structure will be located on the North Hall site of the Los Angeles Convention Center at the southwest corner of Figueroa and 11th Streets. The site to be assembled for parking facilities consists of properties to be selected within the area generally bounded by 9th Street, the Harbor Freeway, 11th Street, Figueroa Street, Pico Boulevard and Hope Street. On June 5, 1997, the Agency approved a non-binding Memorandum of Understanding by and among the City of Los Angeles, the Agency and the Los Angeles Convention and Exhibition Center Authority setting forth the respective responsibilities and roles.

Securing the land needed for the parking for the project will result in the relocation of 167 households, 33 businesses and 26 outdoor advertising signs, and the removal of 188 residential units (containing 219 bedrooms). To carry out the Agency's acquisition and relocation responsibilities, a Relocation Plan and a Replacement Housing Plan have been prepared to guide Agency activities in the event the Agency approves the project and moves forward with the acquisition of the property. Both plans have been circulated for 30 days for review and comment.

Relocation Plan

The Relocation Plan establishes the administrative requirements, procedures and standards for conducting the relocation of tenants, homeowners and businesses displaced by the development of the parking facilities for the proposed project. The Relocation Plan has been prepared in accordance with, and meets the requirements of, State law to set forth these administrative requirements, procedures and standards.

Replacement Housing Plan

The Replacement Housing Plan will guide efforts to meet Agency obligations to replace the low and moderate income units removed as a result of the project. Although the Agency will be able to meet its legal obligation from the units funded in the Agency's housing production pipeline, two additional replacement housing

projects (Grandview Nine and 1010 Family Housing) are proposed. Construction of these projects will provide an additional 137 units with 334 bedrooms, 115 bedrooms over the legally required replacement under State law.

Arena Replacement Housing Trust Fund

Although the State law requirement for replacement housing is tied to the number of bedrooms removed, the City Council has requested that the Agency identify a funding source to construct an additional 51 units of affordable family housing, based on the difference between the 137 non-pipeline units proposed and the 188 units to be removed. The financing of 51 units of affordable family housing would require at least $2.6 million ($51,000 per unit). (It should be noted that the City Council has requested construction of family units, while the majority of units to be removed are zero and one bedroom units.) As the City Administrative Officer and the Chief Legislative Analyst have conservatively projected, revenue to be received by the City from the Arena project (in the form of ticket fees, additional parking revenues and tax revenues) is estimated at approximately $7.0 million per year. It is believed, however, that actual revenues to be received by the City will exceed this projection. In the event the City receives excess tax revenues (excluding ticket fees and parking revenues) not required for the amortization of the City's financial participation in the project, it is proposed that all or a portion of these excess tax funds be set aside in a special trust fund for the development of the 51 units of housing.

Notwithstanding the discussion above, the Agency intends to negotiate with the Los Angeles Housing Department for housing funds for the development of 51 family units of replacement housing.

PROGRAM AND BUDGET IMPACT

The recommended actions will require amending the FY98 Budget to acknowledge the receipt of funds from the City in the amount of $4,496,000; the reimbursement of Agency predevelopment expenditures for the Los Angeles Sports and Entertainment Complex project in the amount of $693,150; the transfer of land sales proceeds for the 1010 Senior Housing Project in the amount of $251,850 (a grand total of $5,441,000); and allocating these funds to Work Objectives CW1206 ($2,740,000) and SP1100 ($2,701,000).

BACKGROUND

Public Participation and Outreach Effort

Agency staff conducted four public information meetings between March 5 and June 4, 1997, on the proposed Los Angeles Sports and Entertainment Complex, acquisition and relocation procedures, and the proposed Relocation and Replacement Housing Plans. These meetings were held in the neighborhood of the development site and were primarily for the benefit of local residents, business operators and property owners. The meetings were held and written material distributed in both English and Spanish, covering the project timetable, actions expected to be taken by various governmental agencies, and the process for relocation and replacement housing opportunities. Cumulatively, over 500 people attended the meetings.

In addition, Agency staff surveyed the potential acquisition area and, to the extent possible, completed questionnaires on each household and business. The surveys were used to prepare the Replacement Housing Plan and Relocation Plan and enabled the Agency to target the required relocation resources to meet the needs of the affected businesses and households.

Numerous discussions have also been held with leaders of churches serving the local population, non-profit agencies, the Legal Aid Foundation of Los Angeles, the Coalition for Economic Survival and users of the services provided in the area. Staff members have also been designated at the Agency offices to answer phone calls from individuals, businesses, groups and organizations.

The Agency received seven written comments on the Relocation Plan. After reviewing and considering the comments, staff prepared a written response declaring that the Relocation Plan adequately addresses the relocation needs and Agency obligations associated with the proposed development and that the Relocation Plan was prepared pursuant to the California Relocation Assistance and Real Property Acquisition Law and the Agency's rules and regulations for implementing the Law. In addition, the State of California Department of Housing and Community Development reviewed and approved the Relocation Plan.

Public participation and outreach efforts will continue throughout the term of the project. Other outreach efforts, including establishment of a site office in the affected neighborhood, are also proposed to keep the public well informed of the project and to minimize the negative impacts of the acquisition and relocation process.

Relocation Plan

The Los Angeles Sports and Entertainment Complex will displace a total of 167 residential households, 33 businesses and 26 outdoor advertising signs. The Relocation Plan establishes the procedures for the fair, uniform and equitable treatment of persons to be displaced. The Relocation Plan was prepared pursuant to the requirements of the California Relocation Assistance and Real Property Guidelines of the California Administrative Code, the Agency's adopted Rules and Regulations for Implementation of the California Relocation Assistance and Real Property Acquisition Law and the Central Business District Redevelopment Plan.

The Relocation Plan outlines the administrative requirements for conducting relocation, advisory assistance, relocation standards, occupancy standards, methods for obtaining housing, payments available and other related provisions. The objective of the Plan is that all residential persons affected by the project be rehoused with a minimum of hardship in comparable replacement housing within their ability to pay and that businesses be assisted in relocating to a suitable replacement location.

Relocation benefits available to eligible families and individuals include reimbursement for actual moving expenses or a fixed payment in accordance with the Residential Moving Expense and Dislocation Allowance Payment Schedule, replacement housing payment for homeowners in amounts of up to $22,500, and rental/down payment assistance to tenants and certain others of up to $5,250. The Relocation Plan also provides for Last Resort Housing payments and other measures which exceed maximum allowable replacement housing benefits otherwise permitted and which the Agency is authorized to utilize on a case-by-case basis if necessary to allow the project to proceed on a timely basis by assuring that comparable replacement housing is made available to displacees.

Eligible businesses and non-residential displacees may receive reimbursement for actual moving and related expenses in connection with moving and reinstallation of personal property, searching for replacement location, re-establishment expenses, and if elected and otherwise qualified for, an in lieu of moving expenses payment based upon the net income of the business operation in an amount that varies from $1,000 to $20,000. The Agency's estimated cost to relocate the residential and business occupants is $7.0 million.

Replacement Housing Plan

The implementation of the Los Angeles Sports and Entertainment Complex project will result in the removal of 188 dwelling units with a total of 219 bedrooms. The CBD Redevelopment Plan and State law require replacement of all the units removed with the result that at least the same numbers of units or bedrooms be provided. Each contains specific requirements as to timing, location and size of units. To insure that the Agency fulfills its obligations under the CBD Redevelopment Plan and State law, staff has prepared a Replacement Housing Plan. The Plan will guide and direct Agency efforts to provide the replacement housing required as a result of the project.

Under the Replacement Housing Plan, the Agency will rehabilitate, develop or construct, or cause to be rehabilitated, developed or constructed, for rental or sale to persons and families of low or moderate income, not less than an equal number of replacement units at affordable housing costs consistent with the following requirements:

1. Timing: Replacement units shall be completed not later than four years from the removal or demolition of the units; the current anticipated schedule for the removal of the units is not later than March 1, 1999, which would require that the replacement units be completed and available for occupancy not later than March 1, 2003.

2. Income: All replacement units shall be affordable to persons and families of low or moderate income. Pursuant to the CBD Redevelopment Plan, at least 40% of the replacement units shall be affordable to persons and families of low income. As to units occupied by elderly households, the replacement units shall be made affordable in equal number to the number of low income units removed. The Replacement Housing Rules for the CBD Redevelopment Project further require units to be replaced in equal number to the very low, low and moderate income units removed. Units vacant at the time of removal will be treated as very low income units unless information is available which demonstrates otherwise.

3. Size: The replacement housing units shall contain at least the same number of bedrooms as the dwelling units destroyed or removed by the Agency. The estimate of the number of bedrooms to be removed is 219; the actual number of bedrooms removed will constitute the Agency's replacement obligation which will be determined prior to the demolition or removal of the unit by physical inspection conducted by the Agency. For purposes of calculating the number of replacement housing units produced by

the Agency, studio and single room occupancy units will be treated as one bedroom units in the event the Agency elects to produce less than the total number of units (but an equal or greater number of bedrooms) removed.

4. Preference for Displacees: Those persons and families of low or moderate income who were displaced as a result of the project shall be provided with preferences in renting or purchasing the replacement housing units.

These parameters meet or exceed the combined requirements in the CBD Redevelopment Plan and State law. The Agency has targeted ten new and rehabilitated housing projects totaling 559 units -- well in excess of the specific required number of replacement units under State law -- in order to insure that sufficient units are produced in appropriate locations, even if some of the projects identified are deleted, modified in scope or are not completed on schedule. The ten specific housing projects listed in the Plan are located within three miles of the Sports and Entertainment Complex project site. Six of the housing projects, comprising 430 low and very low income units (more than twice the total number of units to be removed), are located in the CBD Project area, including all of the units restricted to senior citizen occupancy. The cost to the Agency of assisting the 559 low and moderate income units shown in the Plan is approximately $28.5 million (including new funds from the City for the 1010 Family and Grandview Nine projects).

A time frame for the development of each proposed project containing replacement housing is included in the Replacement Housing Plan. The Plan anticipates that the majority of the proposed replacement housing developments will be completed by December 2000, making it possible for the Agency to meet its obligations under the CBD Redevelopment Plan and State Law. A quarterly report will be produced by the Agency on the progress of implementing the Replacement Housing Plan.

Additional Replacement Housing Units

Grandview Nine, located at 2300-2326 West Ninth Street, has a predevelopment loan with the Agency in the amount of $1.4 million for land acquisition and the preparation of plans. Assuming the project will be successful in obtaining an allocation of Federal Low Income Housing Tax Credit, it will require additional gap financing in the amount of $2.74 million. When completed, the project will provide 62 units of affordable family housing (9 one bedroom units; 19 two bedroom units; and 34 three bedroom units).

The 1010 Family Housing project will be located on Agency-owned property in the block bounded by Olympic Boulevard, Hope Street, Eleventh Street, and Flower Street. Total Agency gap financing for the project is estimated at $3.1 million. The City Council has approved a predevelopment loan in the amount of $461,800 leaving a remaining funding requirement of $2.7 million. The project will involve the construction of 75 affordable family housing units (12 one bedroom units; 28 two bedroom units; 23 three bedroom units; and 12 four bedroom units) with a child care center located in the ground floor of the building.

Out of the approximately $4.5 million of City funds; $2.7 million will be allocated to Grandview Nine and $1.8 will be allocated to the 1010 Family Housing project. The remaining gap financing for the 1010 project will be funded from reimbursement due the Agency for the cost of pre-closing work (appraisals, soils analysis and litigation guarantees) for the Arena project and the transfer of land sales proceeds from the 1010 Senior Housing Project.

John E. Molloy

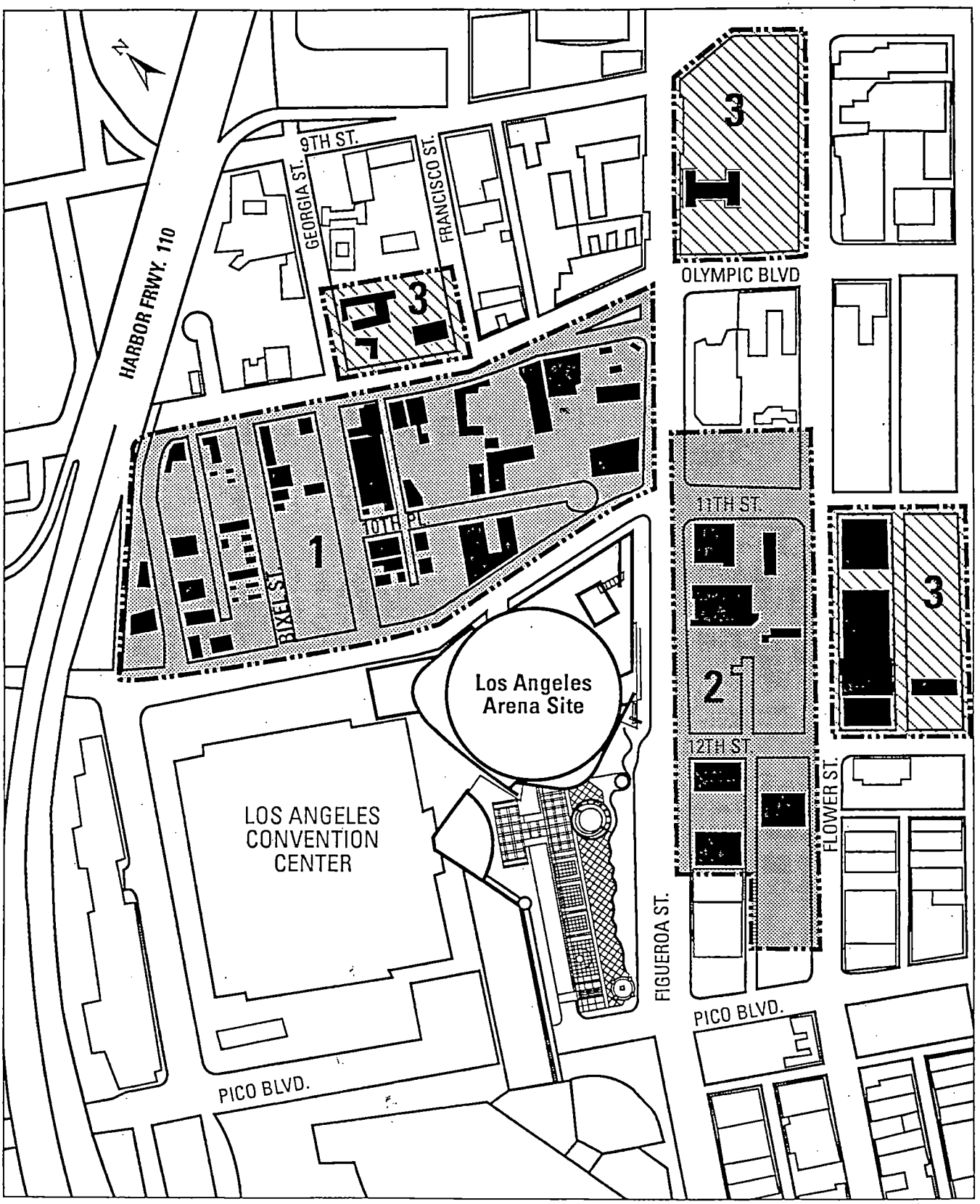
There is no conflict of interest known to me which exists with regard to any Agency officer or employee concerning these actions.

Attachments

EXHIBIT A

Los Angeles Arena Project

CRA/LA



Area affected by Proposed Arena Project

1. Olympic Properties

2. Figueroa Properties

3. Replacement Areas

ATTACHMENT B

Los Angeles Sports and Entertainment Complex Replacement Housing Map



RESOLUTION NO. 5813

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LOS ANGELES, CALIFORNIA ADOPTING A REPLACEMENT HOUSING PLAN FOR THE CENTRAL BUSINESS DISTRICT REDEVELOPMENT PROJECT AREA

WHEREAS, the Redevelopment Plan for the Central Business District Redevelopment Project Area (the "Project Area") was adopted by Ordinance No. 147,480 on July 18, 1975, by the Los Angeles City Council;

WHEREAS, pursuant to California Health and Safety Code section 33413, subdivision (a), whenever dwelling units housing persons and families of low or moderate income will be removed from a redevelopment project area, a redevelopment agency must make available, within four (4) years of removal of such units, an equal number of replacement dwelling units at affordable housing cost within the territorial jurisdiction of the redevelopment agency;

WHEREAS, the proposed Los Angeles Sports and Entertainment Complex Project (the "Arena Project") is located within the Project Area and may result in the removal of low and moderate income dwelling units;

WHEREAS, pursuant to California Health and Safety Code section 33413.5, the Community Redevelopment Agency of the City of Los Angeles, California (the "Agency") has prepared a draft Replacement Housing Plan for the Project Area;

WHEREAS, on May 1, 1997, the Agency made the draft Replacement Housing Plan available for review and comment by the general public and public agencies;

WHEREAS, after considering the comments received, a final Replacement Housing Plan has been prepared, which is attached hereto as Exhibit A and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of the Agency hereby approves and adopts this Replacement Housing Plan for the Project Area.

PASSED AND ADOPTED THIS 17 day of June, 1997.

REPLACEMENT HOUSING PLAN

for the

Los Angeles Sports and Entertainment Complex
Central Business District Redevelopment Project

Community Redevelopment Agency
City of Los Angeles, California
354 South Spring Street
Los Angeles, California 90013
(213) 977-1600

City of Los Angeles

Richard J. Riordan, Mayor

City Council

John Ferraro, President, 4th District
Joel Wachs, President Pro Tempore, 2nd District

Mike Hernandez, 1st District
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Michael Feuer, 5th District
Ruth Galanter, 6th District
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The Community Redevelopment Agency of the City of Los Angeles

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John E. Molloy, Secretary and Administrator

LOS ANGELES SPORTS AND ENTERTAINMENT COMPLEX
REPLACEMENT HOUSING PLAN

I. Introduction

The proposed Los Angeles Sports and Entertainment Complex includes the construction of a 22,000 seat sports and entertainment arena with up to 100,000 square feet of associated retail, restaurant and entertainment uses, up to 50,000 square feet of project related office use, and approximately 3,260 parking spaces. The arena and retail uses will be located on City-owned property located at the southwest corner of Figueroa and Eleventh Streets, which is currently occupied by the Los Angeles Convention Center North Hall building. The parking will be located in surface parking lots to be constructed on the property north and east of the arena facility. The property designated for parking and possible future development is occupied by commercial and residential buildings and numerous parking lots. The proposed project will require the demolition of the North Hall building, the removal of approximately 188 low and moderate income units and the relocation of approximately 33 businesses.

The Redevelopment Plan for the Central Business District Redevelopment Project was prepared by the Community Redevelopment Agency of the City of Los Angeles, California and adopted by the Los Angeles City Council on July 18, 1975 by Ordinance No. 147,480. The Redevelopment Plan requires that whenever dwelling units located in the Project Area housing persons or families of low or moderate income are demolished by the Agency, the Agency shall rehabilitate, develop, or construct, or cause to be rehabilitated, developed or constructed, for rental or sale to persons or families of low or moderate income, an equal number of dwelling units. A minimum of 30% of the replacement units must be located within the Project area, while the balance may be located outside the Project Area in the City of Los Angeles. All such units housing elderly persons shall be developed or constructed within the Project area or within the Bunker Hill Urban Renewal Project or the Little Tokyo Redevelopment Project, which adjoin the Project area to the west and east respectively. At least 40% of all the replacement units shall be for persons and families of low income, as defined below.

Although the Agency will be able to meet its legal replacement housing obligation from the units funded in the Agency's housing production pipeline, two additional replacement housing projects (Grandview Nine and 1010 Family Housing) are proposed which will result in the construction of an additional 137 units with 334 bedrooms, 115 bedrooms over the legal requirement for replacement. Grandview Nine has received a predevelopment loan from the Agency and 1010 Family Housing has been approved for a predevelopment loan. Subject to City Council approval and funding availability, these two projects will be brought into production using approximately $4.5 million of new funding for gap financing.

This document constitutes the Replacement Housing Plan for the proposed Los Angeles Sports and Entertainment Complex project. The Plan will guide and facilitate the Agency's efforts to rehabilitate, develop, or construct, or cause to be rehabilitated, developed or constructed, replacement housing for persons or families of low or moderate income in accordance with the requirements of the Central Business District Redevelopment Plan and State law.

II. General Definitions

The following definitions will govern the interpretation of this Replacement Housing Plan unless the context otherwise requires:

A. "Plan" means the Replacement Housing Plan.

B. "Redevelopment Plan" means the Redevelopment Plan for the Central Business District Redevelopment Project.

C. "Project Area" means the area included within the boundaries of the Central Business District Redevelopment Project.

D. "Agency" means The Community Redevelopment Agency of the City of Los Angeles, California.

E. "City" means the City of Los Angeles, California.

F. "Replacement dwelling unit", means a dwelling unit rehabilitated, developed or constructed as replacement for a dwelling unit destroyed or removed from the low and moderate income housing market by the Agency and which is decent, safe and sanitary and contains at least the same number of bedrooms and other living areas as the dwelling unit destroyed or removed by the Agency. The replacement housing may be for rental or for sale.

G. "Affordable rent," "persons and families of low or moderate income" and "very low income households," which shall include, where applicable, senior citizens and the handicapped, shall have the same meanings as defined by the Community Redevelopment Law and other Federal, State and local laws and regulations pertinent thereto. (See Attachment I for current rents.)

H. "Moderate Income," "low income" and "very low income" shall have the same meaning as set forth in the Health and Safety Code S 50093. (See Attachment I for current income limits.)

III. Purpose of the Plan

The Los Angeles Sports and Entertainment Complex project will result in the removal of 188 dwelling units all of which are assumed, for the purposes of this plan, to be housing persons and families of low and moderate income.

The Agency shall rehabilitate, develop or construct, or cause to be rehabilitated, developed or constructed, for rental or sale to persons and families of low or moderate income, not less than an equal number of replacement units at affordable housing costs consistent with the following requirements:

1. Timing: Replacement units shall be completed not later than four years from the removal or demolition of the units; the current anticipated schedule for the removal of the units is not later than March 1, 1999, which would require that the replacement units be completed and available for occupancy not later than March 1, 2003.

2. Income: All replacement units shall be affordable to persons and families of low or moderate income. Pursuant to the CBD Redevelopment Plan, at least 40% of the replacement units shall be affordable to persons and families of low income. As to units occupied by elderly households, the replacement units shall be made affordable in equal number to the number of low income units removed. The Replacement Housing Rules for the CBD Redevelopment Project further require units to be replaced in equal number to the very low, low and moderate income units removed. Units vacant at the time of removal will be treated as very low income units unless information is available which demonstrates otherwise.

3. Size: The replacement housing units shall contain at least the same number of bedrooms as the dwelling units destroyed or removed by the Agency. The estimate of the number of bedrooms to be removed is 219; the actual number of bedrooms removed will constitute the Agency's replacement obligation which will be determined prior to the demolition or removal of the unit by physical inspection conducted by the Agency. For purposes of calculating the number of replacement housing units produced by the Agency, studio and single room occupancy units will be treated as a one bedroom unit in the event the Agency elects to produce less than the total number of units removed.

4. Preference for Displacees: Those persons and families of low or moderate income who were displaced as a result of the project shall be provided with preferences in renting or purchasing the replacement housing units.

The following chart outlines the actual number of units to be destroyed or removed and the replacement housing to be provided. The chart is based on the information contained in the project draft Environmental Impact Report and on a field survey conducted by the Agency in March 1997.

Dwelling Units to be Removed

Bedrooms	Number of Units	Number of Bedrooms	Percent of Total
0	135	135	62%
1	28	28	13%
2	19	38	17%
3	6	18	8%
	188	219	100%

Occupancy by Income

Income Level	Number of Units	Percent of Total
Very Low	181	96%
Low	6	3%
Moderate	1	1%
	188	100%

Units occupied by low income elderly total nine (9) units of the 188 units to be removed or demolished.

Replacement Units to be Constructed or Rehabilitated

The Agency has set goals for specific new and rehabilitated housing projects totaling more than the required number of replacement units. This larger number should insure that sufficient units are produced in appropriate locations even if some of the projects listed are deleted, modified in scope or are not completed on schedule.

	Replacement Development	Bedroom (br) Configuration	Percent Low or Very Low Income Units (VL/L)
I.	Projects Located within CBD Project Area		
1.	Villa del Pueblo* 1401 S. Hope Street 81 Units	13 - 1 br 30 - 2 br 25 - 3 br 13 - 4 br 200 Total Brs	100%
2.	Villa Metropolitano* 1324 S. Hope Street 53 Units	53 - 0 br	100%
3.	Ninth Street Housing 900 S. Grand Avenue 79 Units	17 - 1 br 24 - 2 br 34 - 3 br 4 - 4 br 183 Total Brs	100%
4.	Flower St. Seniors 1010 S. Flower St. 75 Units	3 - 0 br 71 - 1 br 1 - 2 br 76 Total Brs	100%
5.	Palmer House 534 S. Wall St. 67 Units (vacant)	67 - SRO	100%
6.	1010 Family Housing** 1001 South Hope St. 75 Units	12 - 1 br 28 - 2 br 23 - 3 br 12 - 4 br 185 Total Brs.	100%

	Replacement Development	Bedroom (br) Configuration	Percent Low or Very Low Income Units (VL/L)
II.	Projects Located Within 3 Mile Radius		
7.	Irolo Housing** 3315-3329 W. 8th St. 23 Units	3 - 1 br. 6 - 2 br 14 - 3 br. 57 Total Brs	100%
8.	1747 Normandie Apts. 1747 Normandie Avenue 16 Units	1 - 2 br 11 - 3 br 4 - 4 br 51 Total Brs.	100%
9.	Wisconsin III** 1025 W. 38th Street 28 Units	3 - 1 br. 5 - 2 br. 24 - 3 br 3 - 4 brs 97 Total Brs	100%
10.	Grandview Nine** 2300-2326 W. 9th Street 62 Units	9 - 1 br 19 - 2 br 34 - 3 br 149 Total Brs	100%
	559 TOTAL UNITS	998 1 - 4 brs 53 0 brs 67 SRO's	100% VL/L

The Replacement Housing Plan provides for the construction or rehabilitation of 559 very low and low income units to replace the 188 units removed or demolished. In terms of bedroom replacement, the Plan provides for 998 one to four bedrooms, 53 studio units and 67 SRO's for the estimated 84 one to four bedrooms and 135 studio/SRO units to be removed as a result of the proposed project.

*Villa del Pueblo was completed in December, 1995, and Villa Metropolitano was completed in December, 1996. Although these projects are not expected to provide a significant

number of relocation housing units for displaced tenants, State law allows these projects to be counted as legally satisfying the Agency's replacement housing obligation.

** 1010 Family Housing Project and Grandview Nine are not fully funded and require the identification of additional gap financing. Irolo Housing, Grandview Nine and Wisconsin III are dependent on an allocation of Federal Low Income Housing Tax Credits. To date these projects have not received the requisite allocation.

IV. General Location of Housing

Pursuant to the Central Business District Redevelopment Plan certain locational criteria apply to the replacement housing units. These criteria are:

- All of the replacement units shall be located within the City of Los Angeles.
- To the extent possible the replacement units will be located within a three (3) mile radius of the proposed project site.
- A minimum of 30% of the number of units needed to provide one - for - one replacement of the dwelling units removed shall be located within the Central Business District Redevelopment Project Area.
- All replacement units provided for the elderly shall be located within the Central Business District Redevelopment Project Area.

The attached map shows the location of the project boundaries and the area contained within a three mile radius of the project.

All of the 10 proposed replacement housing developments listed above are located within three miles of the proposed project.

Six of the above projects, comprising 430 low and very low income units, which is more than twice the total number of units to be removed, are located in the CBD project area, insuring that the requirement that at least 30% be located in the Project area will be met.

All of the units restricted to occupancy by senior citizens are located in the CBD Project area, as required.

V. Method of Financing

The Agency is authorized to finance projects developed under the Redevelopment Plan with the assistance of the United States government as a part of the Community Development Program through the U.S. Department of Housing and Urban Development (HUD) and with

financial assistance from the State of California, the City of Los Angeles, Agency bonds or other available sources. Funding of housing development may include but is not limited to Community Development Block Grant (CDBG) funds, other federal grant and loan funds, tax increment and proceeds of tax allocation bond sales, FHA insured loans, Section 202 housing assistance, HUD Rental Rehabilitation Program, California Rental Housing Construction Program, Agency land sales proceeds, and program income.

The specific funding for the replacement housing units will be through the use of a combination of such available sources.

The following projects are fully funded and included in the Agency's Housing Production pipeline: Ninth Street Housing; Flower Street Housing; Palmer House; and 1747 Normandie Apartments. These projects were funded from a variety of funding sources including equity from the syndication of tax credits, tax increment funds and Agency program income and land sales proceeds.

Irolo Housing and Wisconsin III housing projects have received pre-development funding but require an allocation of tax credits from the Tax Credit Allocation Committee (TCAC) before proceeding into construction.

Grandview Nine received a pre-development loan from the Agency in the amount of $1.4 million for land acquisition and the preparation of plans. Additional gap financing in the amount of $2.74 million is required for the project in addition to an allocation of tax credits. The Agency anticipates providing the additional gap funding in FY97-98 out of a special allocation of funds provided by the City of Los Angeles for the development of replacement housing, which goes beyond the Agency's current housing pipeline, for the proposed Arena project.

The 1010 Family Housing project will be developed on Agency-owned land located at the southwest corner of Olympic Boulevard and Hope Street. In FY97-98, the Agency has committed to provide the developer with a pre-development loan in the amount of $461,000. Additional gap financing in the amount of $3.1 million is required for the project in addition to an allocation of tax credits. The Agency anticipates providing the additional gap funding in FY97-98 out of a special allocation of funds provided by the City of Los Angeles for the development of dedicated replacement housing for the proposed Arena project.

VI. Finding that the Replacement Housing Plan does not Require Approval under Article XXXIV of the California Constitution

It is hereby found and determined that the replacement housing under this Plan does not require the approval of the voters pursuant to Article XXXIV of the California Constitution.

By its terms Article XXXIV is only applicable if the project to be developed, constructed, or acquired is to be a low rent housing project as defined in Article XXXIV.

All of the replacement housing projects will be privately owned and will not be exempt from real property taxes. Less than 50% of the units in any of the publicly financed projects will be restricted to low income occupancy with the possible exception of small scattered site projects developed pursuant to the Large Family NOPA.

In any event, Proposition J, which was approved by the voters of the City of Los Angeles in June, 1980, allows any local public agency to provide up to 1,000 low rent housing units in each of the fifteen council districts in the City.

VII. Time Frame for Development of the Replacement Housing

The Agency anticipates the following approximate construction and completion dates for the proposed replacement housing development:

Project	Construction Commencement Date	Completion Date
Villa del Pueblo	N/A	December 1995
Villa Metropolitano	N/A	December 1996
Ninth Street Housing	September 1996	December 1997
Flower St. Seniors	June 1997	December 1998
Palmer House	May 1997	December 1998
1010 Family Housing	June 1999	December 2000 (est.)
Irolo Housing	June 1998	December 1999 (est.)
1747 Normandie Apartments	June 1997	December 1998
Wisconsin III	June 1998	December 1999 (est.)
Grandview Nine	June 1999	December 2000 (est.)

On or before December, 2000, the Agency shall rehabilitate, develop or construct, or cause to be rehabilitated, developed or constructed, for rental or sale to persons and families of low or moderate income, a number of units at least equal to the number of low and moderate income units to be removed or destroyed. The replacement units shall meet all of the requirements of the Central Business District Redevelopment Plan and State law

including those related to unit size, location, level of affordability, number and completion dates.

VIII. Reporting

The Agency shall publish a quarterly report on the progress of implementing the Replacement Housing Plan. The report shall include any additions, deletions or modifications to the list of replacement housing projects as well as any changes in the time frame for development or rehabilitation.

ATTACHMENT I

THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LOS ANGELES, CALIFORNIA

1 9 9 7

Revised 2/25/97

OCCUPANCY INCOME LIMITS

(Effective 12/27/96)

FAMILY SIZE	VERY, VERY LOW INCOME (35% MEDIAN)	Very Low INCOME (50% MEDIAN)	LOW INCOME (60% MEDIAN)	LOW INCOME (80% MEDIAN)	------MODERATE 100% MEDIAN	INCOME------- 120% MEDIAN
1	$12,600	$17,950	$21,540	$28,750	$35,900	$43,100
2	14,400	20,500	24,600	32,850	41,050	49,250
3	16,200	23,100	27,720	36,950	46,150	55,400
4	17,950	25,650	30,780	41,050	51,300	61,550
5	19,400	27,700	33,240	44,300	55,400	66,450
6	20,850	29,750	35,700	47,600	59,500	71,400
7	22,250	31,800	38,160	50,900	63,600	76,300
8	23,700	33,850	40,620	54,150	67,700	81,250

Occupancy Income Limits for Los Angeles County based on $47,800 Median Income with adjustment for high costs as published by HUD effective 12/27/96.

Gross Contract Rents will be calculated on a Project-by-Project basis, and adjusted by the PHA Utility Schedule listed below.

Certain State or Federal programs utilized in conjunction with CRA funding have different maximum rents. In such cases the LOWEST rent prevails.

THE RENTAL INCREASE PERCENTAGE FOR THE YEAR 1997 IS 2.0%.

THE ANNUAL INCREASE FOR RECENT YEARS ARE	
1992	.07%
1993	1.7%
1994	5.1%
1995	3.1%
1996	3.8%
1997	2.0%

PHA UTILITY SCHEDULE
0 BR. $ 40
1 BR. $ 55
2 BR. $ 70
3 BR. $ 86
4 BR. $109
5 BR. $124

------FAMILY COMPOSITION-----	
# OF BDRMS	FAMILY SIZE
0 (Eff.)	1 (Elderly)
1	1 - 2
2	2 - 4
3	4 - 6
4	5 - 7
5	7 - 8

Los Angeles Sports and Entertainment Complex Replacement Housing Map

Mapa de Viviendas de Restitución del Centro Deportivo y de Entretenimiento de Los Angeles



RELOCATION PLAN

for the

Los Angeles Sports and Entertainment Complex
Central Business District Redevelopment Project

Community Redevelopment Agency
City of Los Angeles, California

354 South Spring Street,
Los Angeles, CA 90013

(213) 977-1600

May 1997

LOS ANGELES SPORTS AND ENTERTAINMENT COMPLEX PROJECT

I. INTRODUCTION

The proposed Los Angeles Sports and Entertainment Complex is planned to consist of an arena containing up to 22,000 seats with ancillary uses including up to 100,000 square feet of retail/restaurant/entertainment space, up to 50,000 square feet of administrative office space, and, potentially, basketball practice facilities and an ice skating rink. The project also includes 3,260 parking spaces on surface parking lots adjacent to or in the immediate vicinity of the proposed arena.

The Sports and Entertainment Complex is proposed to be developed within the South Park area of the Central Business District Redevelopment Project. The proposed new arena is to be located on an approximately 9-acre site within the northeast portion of the existing Los Angeles Convention Center, at the southwest corner of Figueroa and 11th Streets. To accommodate the proposed project, it will be necessary to remove the Convention Center's North Hall facility.

The surface parking lots are to be developed immediately to the east and north of the arena site in two areas referred to as the Figueroa Properties and the Olympic Properties, both of which include primary parking parcels and secondary potential (or alternate) parking parcels. In total, the parking parcels encompass approximately 32.5 acres and are shown on the attached map. The Figueroa Properties primary parking parcels encompass approximately 9 acres east of the arena site between Figueroa and Flower Streets while the secondary potential parking parcels within the Figueroa Properties North and Figueroa Properties East comprise approximately 4 acres each. The Olympic Properties primary parking parcels encompass about 14 acres north of the Arena Site between 11th Street and Olympic Boulevard and between Figueroa Street and the Harbor Freeway. The Olympic Properties North secondary potential parking parcels include approximately 1.5 acres north of Olympic Boulevard between Francisco and Georgia Streets.

The Figueroa and Olympic Properties (including the secondary potential parking parcels) are predominantly privately owned and contain a mix of residential (Olympic Properties only), commercial, light industrial and institutional uses and vacant land. The two

areas include many dilapidated, deteriorating, and abandoned structures, characterized by lack of maintenance of buildings and landscaping, poorly lit streets, and graffiti.

Construction of the proposed surface parking facilities in the Figueroa and Olympic Properties areas will require the acquisition by the Agency of private property and the transfer of title to these properties and certain additional properties owned by the City to the developer of the proposed Sports and Entertainment Complex. It will also be necessary to relocate the occupants of the acquired properties and to remove existing buildings and improvements.

The proposed Sports and Entertainment Complex project was initiated on August 6, 1996, in a letter signed by Mayor Richard Riordan, Councilmembers Ferraro and Walters, Agency Administrator John Molloy and Convention Center General Manager Dick Walsh, inviting the Los Angeles Arena Development Company, LLC, to submit a proposal for the development of a "state of the art" sports and entertainment arena for the Los Angeles Kings NHL hockey team and the Los Angeles Lakers NBA basketball team at or near the North Hall of the Los Angeles Convention Center. On August 16, 1996, the Los Angeles Arena Development Company, LLC, responded to the invitation by proposing the development of the arena and related facilities on and adjacent to the North Hall site along with parking on the Figueroa and Olympic Properties.

The Agency proposes to assist in the development of the Sports and Entertainment Complex because it is anticipated that the project will significantly benefit to the local and regional economy by generating new jobs, revenue and business opportunities. Further, the project will promote the Agency's redevelopment objectives for revitalizing downtown in general and South Park specifically. According to an independent consultant's report, the project can generate approximately 850 permanent jobs in the City and contribute approximately $120 million annually to the City's economy.

II. ENVIRONMENTAL CONDITIONS

The area is situated in downtown Los Angeles, which provides residents with a variety of job opportunities, recreational and cultural facilities, and provides businesses ready access to a wide range of potential customers.

Downtown Los Angeles is characterized by numerous office towers, hotels, retail outlets and a large wholesaling and manufacturing district. Industrial focus is in the garment and apparel trades, trucking and railroading; wholesale activities include flowers, fruit, produce, fish and related food products; commercial activities include active retailing and financial, insurance, real estate, government and general purpose offices.

Transportation is provided throughout the City of Los Angeles with convenient service to adjacent communities. Downtown is linked to the rest of the region by a network of streets and freeways, by an extensive regional, local and express bus system, and by an emerging rail rapid transit system.

The area itself consists of a mixture of primarily multi-family residential units, substantial commercial and limited industrial activity. It is bordered by one freeway and, on three sides, by major streets. The proposed sports arena will be adjacent to the Los Angeles Convention Center.

The proposed Sports and Entertainment Complex project will result in the displacement of 167 residential households, 33 businesses and 26 outdoor billboard advertising signs.

III. PROJECTED DATE OF DISPLACEMENT

The acquisition of the proposed Sports and Entertainment Complex project properties is expected to start in Fall 1997. The relocation activities are anticipated to begin in the Fall of 1997 and completed by Summer 1998.

IV. ESTIMATED RELOCATION COST AND FUNDING

The estimated relocation cost for the previously referenced number of residential and business persons is as follows:

Estimated cost of Relocation: $7,000,000

Source of Funds: Los Angeles Convention Center Bond Reserve Taxable Debt Financing

The Agency will insure that all necessary resources are available to carry out its relocation responsibilities.

A. ADMINISTRATIVE ORGANIZATION

1. Responsible Entity

The Community Redevelopment Agency of the City of Los Angeles is responsible for providing relocation payments and assistance to site occupants displaced by Agency redevelopment activities. The Agency will meet its relocation responsibilities through the use of its staff, supplemented by assistance from consultants, local realtors, social service agencies and bodies, as enumerated in various sections of this plan.

The Agency has adopted rules and regulations that: (1) implement the requirements of California Relocation Assistance and Real Property Acquisition Law (the "Act"); (2) are in accordance with the provisions of the California Department of Housing and Community Development's "Relocation Assistance and Real Property Acquisition Guidelines" (the "State Guidelines"); (3) meet the requirements of the California Community Redevelopment Law and the provisions of the Central Business District Redevelopment Plan, and (4) are appropriate to the particular activities of the Agency and not inconsistent with the Act or the State Guidelines. Rules and regulations adopted by the Agency are promptly revised as necessary to conform to applicable amendments of the Act, the California Community Redevelopment Law or the State Guidelines.

2. Agency Assurances

The Agency will not proceed with any approval of the project or other activities which will directly result in the displacement of any person until it makes the following assurances:

- Fair and reasonable relocation payments will be provided to eligible persons as required by State guidelines and Agency rules and regulations.
- A relocation assistance advisory program offering relocation services will be established.
- Eligible persons will be adequately informed of the assistance, benefits, policies, practices and procedures, including grievance procedures, provided

for by State guidelines and Agency's rules and regulations.

- Comparable replacement dwellings will be available within a reasonable period of time prior to displacement sufficient in number, size and cost for the eligible persons who require them.

- Adequate provisions will be made to assure that orderly, timely and efficient relocation of eligible persons to comparable replacement housing available without regard to race, color, religion, sex, marital status, or national origin and with a minimum hardship to those affected.

- No person will be displaced until the Agency has fulfilled the obligations imposed by the State guidelines and the Agency's rules and regulations.

- No persons of low and moderate income will be displaced unless and until there is a suitable housing unit available and ready for occupancy by such displaced person at rents comparable to that at the time of their displacement. Such housing unit will be suitable to the needs of such displaced person and will be decent, safe, sanitary and an otherwise standard dwelling.

- The Agency will prepare a Replacement Housing Plan which will address the issues of the removal of low and moderate income housing units from the housing market in the project area.

3. **Staff**

The Agency has an established Acquisition/Relocation Department, whose staff is responsible for developing and administering the Agency's programs for relocation of persons who are required to move because of redevelopment activities.

Agency staff has extensive acquisition and relocation expertise, with many years of experience. Staff has been, and will continue to be, selected by the Agency from the fields of social welfare, community organization, real estate, business finance and

administration, public health, education, public housing and other related fields. Beyond their professional qualifications and standing, many bring years of valuable experience and skill in carrying out acquisition, relocation and community planning programs in this and other communities.

The Agency expects to assign 8 staff members to the project; clerical, other supportive staff and a manager, all of whom will be actively involved in the project. All of the acquisition and relocation staff assigned to the project have very extensive relocation expertise with many years of experience and three of the assigned staff members are bilingual. If required, additional staff shall be assigned to the project. All of the assigned staff will work out of a project site office being developed within the project area boundaries to provide relocation assistance for the accessibility and convenience to all of the displaced persons.

The Agency has successfully relocated thousands of families, individuals, businesses and nonprofit organizations in its forty-eight year history. Throughout this history the process of redevelopment, of displacement and of relocation has changed to provide more concern for and protection of persons who must be relocated. The Agency has always been at the forefront of this concern and care and has strived, through a dedicated staff, to actually improve the conditions of the displaced person wherever possible. Throughout its history, the Agency has employed a dedicated staff whose primary objective in dealing with relocation is to enhance the living, working and business conditions of the people with whom they come in contact. Agency staff recognizes that the process of displacement can be very disturbing to individuals and it works hard to accommodate the needs of every displaced person. Through their sensitivity and care, Agency staff has created a remarkable track record for successful relocation; fewer than ten persons have ever sought Agency Board review of a relocation decision.

4. <u>Staff Functions</u>

Agency staff shall perform the following functions:

- Prepare and distribute Relocation Plan.

- Inform eligible persons of eligibility for relocation payments and assistance as soon as feasible after the initiation of negotiations and of the procedures for obtaining such benefits and assistance.

- Determine the extent of the need of each eligible person.

- Provide current and continuing information on the availability, prices and rentals of comparable commercial properties and locations and comparable sales and rental housing, if necessary, and as to security deposits, closing costs, typical down payments, interest rates, and terms for residential property in the area.

- Assist each eligible person to complete relocation claim for payments and benefits.

- Assist eligible residential persons in obtaining and moving into a comparable replacement dwelling.

- Assist each eligible person displaced from their business or nonprofit organization in obtaining and becoming established in a suitable replacement location.

- Provide any services required to ensure that the relocation process does not result in different or separate treatment on account of race, color, religion, national origin, sex, marital status or other arbitrary circumstances.

- Provide eligible persons information concerning disaster loan and other programs administered by the Small Business Administration, federal and state housing programs, and other federal and state programs offering assistance to displaced persons.

- Provide other advisory assistance to eligible persons in order to minimize their hardships. As needed, such assistance may include counseling and referrals with

regard to housing, financing, employment training, health and welfare, as well as other assistance.

- Notify in writing, every person to be displaced at least 90 days in advance prior to requiring a person to move from a dwelling or to move a business. In the event that acquisition is taking place within the context of eminent domain, this notice may be in the form of an Order for Prejudgment Possession.

- Notify in writing, every residential person that within a reasonable period of time prior to displacement there will be available comparable replacement housing, sufficient in number and kind for and available to such eligible person.

5. **Information Program**

As soon as feasible following the initiation of negotiations and not less than 90 days in advance of displacement, the Agency will prepare and distribute informational materials (in the language most easily understood by the recipients) to all displaced persons eligible for relocation benefits and assistance. In addition, staff will:

- Conduct personal interviews and maintain personal contacts with all displaced persons to the maximum extent practicable.

- Through the use of meetings, newsletters and other media, all displaced persons will be kept informed on a continuing basis of project activities.

- Provide each eligible person written notification of their relocation eligibility status.

- Explain to persons interviewed the purpose of relocation needs survey, the nature of relocation payments and assistance to be made available, and encourage them to visit the relocation project site office for information and assistance.

6. Relocation Advisory Assistance

The relocation advisory assistance to be provided by the Agency shall include those measures, facilities and/or services which are necessary or appropriate to do all of the following:

- Determine and make timely recommendations on the needs and preferences, if any, of displaced persons for relocation assistance.

- Provide current and continuing information on the availability, sales prices, and rentals of comparable replacement dwellings for displaced homeowners and tenants, and suitable locations for businesses.

- Assure that, within a reasonable time period prior to displacement, to the extent that it can be reasonably accomplished, there will be available in areas not generally less desirable in regard to public utilities and public and commercial facilities, and at rents or prices within the financial means of displaced families and individuals, decent, safe, and sanitary dwellings, sufficient in number to meet the needs of, and available to, those displaced persons requiring those dwellings and reasonably accessible to their places of employment, except that, in the case of a federally funded project, a waiver may be obtained from the federal government.

- Assure that a person shall not be required to move from a dwelling unless the person has had a reasonable opportunity to relocate to a comparable replacement dwelling, except in the case of any of the following:

  (a) A major disaster as defined in Section 102(2) of the federal Disaster Relief Act of 1974.

  (b) A state of emergency declared by the President or Governor.

  (c) Any other emergency which requires the person to move immediately from the dwelling because continued occupancy of the dwelling by the person

constitutes a substantial danger to the health or safety of the person.

- Assist a person displaced from a business or farm operation in obtaining and becoming established in a suitable replacement location.

- Supply information concerning other federal and state programs which may be of assistance to those persons in applying for assistance under the program.

- Provide other advisory services to displaced persons in order to minimize hardships to those persons.

- Fully inform eligible persons as to the availability of relocation benefits and assistance and the eligibility requirements therefor, as well as the procedures for obtaining such benefits and assistance.

- Assist each eligible, displaced person to complete applications for payments and benefits.

- Provide any services required to insure that the relocation process does not result in different or separate treatment on account of race, color, religion, ancestry, national origin, sex, sexual orientation, marital status or other arbitrary circumstances. Such relocation process shall satisfy the requirements of Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, the Unruh Civil Rights Act and the California Fair Housing Law.

- Inform all persons who are expected to be displaced about the eviction policies to be pursued in carrying out the project.

V. RELOCATION STANDARDS

It is the Agency's objective that all site occupants be rehoused with a minimum of hardship in accommodations which are decent, safe, sanitary, and suitable to their individual needs; located in areas not less desirable than the project area in regard to public

utilities and public and commercial facilities; available without regard to race, color, sex, religion or national origin; reasonably accessible to their places of employment; and priced within their financial means. The standards set forth below have been established by the Agency to achieve these objectives.

The Agency shall make a good faith effort to relocate displacees within the Project Area unless they choose to relocate elsewhere. Only housing which qualifies as standard under provisions of the Local Housing Code will be used as a relocation resources.

No persons or families of low and moderate income shall be displaced unless and until there is a suitable housing unit available and ready for occupancy by such displaced persons or families at rents comparable to those at the time of their displacement.

The following standards apply in measuring the quality and suitability of the housing to be offered by the relocation consultant and/or staff to a site occupant, or that which a self-relocatee has selected on his own initiative.

1. **Physical Standards**

- The roof, the exterior walls, windows and doors shall be weather proof and water tight, and in safe, sound condition and good repair.
- The foundation, the interior walls and doors, and the ceilings and floors shall be in safe, sound condition and good repair.
- Every stairway, exit door, fire escape and elevator shall be in safe, sound condition, in good repair and free from obstructions.
- Except in the case of concrete floor slab construction, the clearance between the ground and the floor joints shall be not less than 18" and such underfloor area shall be properly vented.
- All portions of a lot about or under a building shall be adequately drained, and together with the building and

parts thereof, shall be clean, free of rubbish and of health, fire and safety hazards.

- Every building shall be connected to the public water supply and sewers or septic tank, and every plumbing fixture, water and waste pipe shall be installed in an approved manner, sanitary and in good working condition.

- Every dwelling unit shall have adequate heating facilities which are installed in an approved manner, are safe and in good working condition.

- Every dwelling unit shall be supplied with adequate electric wiring, convenience outlets and fixtures, which are installed in an approved manner, which are safe and in good working condition.

- Every dwelling unit shall contain electrically wired smoke detectors in every sleeping room and in each hallway, corridor or area adjacent to any such sleeping room.

- Every sleeping room shall contain at least one window opening directly to the outside.

- A cellar or unfinished attic shall not be used for living, sleeping, cooking or eating purposes. In any basement space used for living purposes, the walls and floors which are below ground level shall be waterproofed and dampproofed.

- Every room used for living purposes shall have not less than an 8 ft. ceiling height and a window area of not less than 12 square feet or 1/8th of the superficial floor area, whichever is greater.

- Every dwelling unit shall comply with the Residential Lead-Based Paint Hazard Reduction Act of 1992.

- Evidence shall be provided that, where required by ordinance, valid certificates of occupancy and health permits have been obtained.

- Every dwelling unit shall have a private lavatory and bathtub or shower, with hot and cold running water, and a suitable bathroom or compartment. Rooms including these fixtures shall have adequate light and ventilation.***

- Every dwelling unit shall have a private kitchen containing a sink with hot and cold running water and adequate light and ventilation.***

***Exception The requirements of these items shall not apply to a light housekeeping room which conforms fully to all the requirements of City ordinances relating to such accommodations and, further, in which occupancy is limited to one person.

2. **Occupancy Standards**

An otherwise standard dwelling may not be considered as standard for a specific family, unless it provides adequate sleeping space for all the family members. Living rooms should not be considered for sleeping purposes, except in the case of an efficiency or studio apartment. In the evaluation of dwelling units considered for relocatees existing building codes or other suitable regulations will be used as occupancy standards.

The following standards will be considered as a guide in determining sleeping space needs for a family, always bearing in mind that the age, sex and relationship of the individual family members, or health factors, may cause some variance.

Number of Bedrooms	Minimum Number of Occupants	Maximum Number of Occupants
0	1	2
1	1	3 (if child is under 3 yrs.)
2	2	4
3	4	6
4	6	8
5	8	10

Experience has shown that in most cases households are underhoused. In their relocation, they will be moved into housing

adequate to the family size. In a few cases however, households may currently be in units which are, in strict conformance with the standards, larger than they require. These households are entitled to choose either to be relocated into a unit of the same size that they moved from, or if they prefer, to relocate into a smaller unit which meets the household size requirement.

3. Displacee's Ability to Pay

The Agency will give consideration to the particular financial situation of each family or individual. Every effort will be made to maintain the lowest possible housing cost-income ratio which, at the same time, provides the displacee adequate, decent, safe and sanitary housing. Agency staff will counsel displacees to relocate into housing which is affordable.

The amount of rental assistance a displacee is entitled to receive is based upon the following factors pursuant to the Relocation Rules and Regulations adopted by the Agency.

An eligible person who rents a replacement dwelling is entitled to a payment not to exceed $5,250.00 for rental assistance. The payment shall be 48 times the amount obtained by subtracting the base monthly rental for the displacement dwelling from the lesser of:

- The monthly rent and estimated average monthly utilities for a comparable replacement dwelling; or
- The monthly rent and estimated average monthly cost of utilities for the decent, safe and sanitary replacement dwelling actually occupied by the displaced person.

4. Base Monthly Rental for Displacement Dwelling

The base monthly rental for the displacement dwelling is the lesser of:

- The average monthly cost for rent and utilities at the displacement dwelling for a reasonable period prior to displacement, as determined by the Agency (for an owner-occupant, use the fair market rent for the displacement dwelling: (for a tenant who paid little or no rent prior to displacement, use the fair market rent, unless its

use would result in a hardship because of the person's income or other circumstances); or

- Twenty-five (25) percent of the person's average gross household income. This standard shall apply, unless covered by Federal Regulations. (If the person refuses to provide appropriate evidence of income or is a dependent, the base monthly rental shall be established solely on the displacement dwelling rental rate. A full-time student or resident of an institution may be assumed to be a dependent, unless the person demonstrates otherwise.)

5. **Temporary Housing Standards**

The Agency does not anticipate relocating displacees on a temporary basis. However, should temporary housing become necessary, the following standards would apply:

- Housing not meeting the Agency's established standards for permanent relocation will not be used for emergency temporary housing.

- In no event will the temporary housing offered by the relocation staff be of a less desirable character than that from which the site resident is being moved, and such temporary housing shall be in a safe and habitable condition.

- Temporary relocations made by the Agency will not diminish the Agency's obligation with respect to the displacee's permanent relocation. The necessary costs incurred in temporary moves made at the direction of the Agency will be paid in accordance with relocation regulations.

- If a self-relocatee moves into substandard housing and declines, without satisfactory reason, to accept standard housing to which he is referred, it will be considered that the Agency's responsibility to the relocatee has been discharged, but only after claimant has signed a statement of release to the Agency.

Throughout the relocation process, personalized attention is afforded to all displacees, including those with special needs such as the elderly and the handicapped. In addition, the Agency will offer transportation to assist in looking for replacement housing.

6. **Environmental Standards**

It is the Agency's policy to refer displaced families, individuals, businesses and nonprofit organizations to replacement dwellings and/or suitable replacement sites located in areas not subject to unknown adverse environmental conditions. Relocation housing sites shall be not generally less desirable than the location of the displaced site with respect to public utilities and services, schools, churches, recreation, transportation and other public and commercial facilities, and within reasonable proximity to the displacee's present place of employment.

VI. VACATE NOTICES (Eviction Policy)

At the initial interview following the Agency's offer to purchase the property, the site occupants will be advised as to tentative vacate schedules so that they may plan ahead and have sufficient time to obtain relocation accommodations. Every effort will be made to secure the site occupant's cooperation in relocation and payment of rent to the Agency. When a specific vacate date is determined, the Agency will give at least a ninety (90) day Notice to Vacate prior to the desired vacate date.

The Agency will undertake eviction proceedings only under the following circumstances:

- Failure to pay rent.
- Maintenance of a nuisance or use of the premises for illegal purposes.
- A material breach of the rental agreement.
- Refusal to consider, without adequate reason, accommodations meeting relocation standards.
- Situations permitting eviction under State or local law.

If eviction proceedings are necessary, every effort will be made to provide relocation services prior to eviction. In no case will an eviction action render a site occupant ineligible for relocation services or payments.

VII. RELOCATION PAYMENTS AND DISBURSEMENT

Relocation payments, as provided by the State Guidelines and the Agency's Relocation Rules and Regulations, will be paid to those displaced by Redevelopment Project activities. These payments include:

- Actual and reasonable moving and related expenses, or an alternate payment in-lieu of actual and reasonable moving and related expenses. The amount for an alternate payment for businesses ranges from not less than $1,000 to not more than $20,000, depending upon various factors. The amount for an alternate payment for each residential household is established by a schedule authorized by Federal Regulations.

- Storage of personal property, generally not to exceed 12 months, if for reasonable cause and with prior Agency approval.

- A replacement housing payment not to exceed $22,500 for an eligible owner-occupant to assist in the purchase of a comparable replacement dwelling.

- A replacement housing payment not to exceed $5,250 for an eligible residential tenant to assist in the rental or purchase of a comparable replacement dwelling.

- Actual reasonable expenses in searching for a replacement business location not to exceed $1,000.

The descriptions above are meant only as a brief summation of possible payments. Specific eligibility requirements and qualifications for each payment will be enumerated in the Informational Statements to be provided in substantially the same form as Exhibits A and B.

At the discretion of the Agency Board, an additional payment may be authorized. The additional payment would be for extraordinary circumstances.

The disbursement of all relocation benefits will be made in a timely and orderly manner. All claims for relocation benefits must be filed with the Agency within 18 months from (a) the date the claimant relocates from the property, or (b) the date on which final payment for the acquisition of the real property is made, whichever is later.

All required claim forms will be prepared by a member of the relocation staff and all parts of the claim will be fully explained to the claimant. Any relocation claim submitted must be supported by the required documentation (e.g., replacement site rental verification, moving bill, escrow closing statement, income tax return, etc.). This information and documentation will be verified by the relocation staff.

The claimant will be asked to sign prepared claim forms after it has been established that the claimant understands all aspects of the claim. The claim forms will, along with a memorandum explaining the attached claim request, be forwarded to the Agency for review and recommendation. Approval of payment of any claims will be made by the Agency or its designee. Upon approval of the claim, payments will be initiated.

At times, there may be a need for advance relocation payments in the event of a hardship. Most often, such payments are needed to assist the displacee in securing a replacement location or other related commitments. The relocation staff will expedite consideration of such requests.

VIII. RESIDENTIAL RELOCATION NEEDS AND CHARACTERISTICS

The proposed project will affect 184 residential units: 166 tenant-occupied units; 1 owner-occupied unit; and 17 vacant units. Most of these units consist of singles (0 bedrooms) one, two, three and four bedroom units and are wood frame or wood frame and stucco. Larger units are either stucco or unreinforced masonry.

Through a preliminary survey and personal contact, the following characteristics and needs of the residents have been established:

- There are approximately 39 individuals and 128 families which will be displaced, inclusive of 10 elderly individuals.

- There is significant overcrowding in the residential units.

- Most tenants are paying less than market rate rents, based primarily upon the overcrowding and the poor condition of the units.

- Displaced residents will require 4 single units; 34 one-bedroom units; 68 two-bedroom units; 51 three-bedroom units; 8 four-bedroom units; 2 five-bedroom units; and 1 seven-bedroom unit.

- 35 households reported an income of $5,000 or less;
- 45 households reported an income of $5,000 to $10,000;
- 45 households reported an income of $10,000 to $15,000;
- 25 households reported an income of $15,000 to $20,000;
- 12 households reported an income of $20,000 to $25,000; and
- 5 households reported an income over $25,000.

- Residents are predominately Spanish-speaking.

IX. ANALYSIS OF RELOCATION RESOURCES SURVEY

The Agency has engaged in preliminary investigations to determine the general adequacy of the housing supply that will be called upon during the relocation of residents from the proposed Los Angeles Sports and Entertainment Complex project. This investigation took the form of a preliminary survey during April 1997 which included a review of private rental and sales listings.

Because initial displacement is not anticipated until the fall of 1997 it is highly unlikely that the specific units listed in the survey will be available when needed. The intent of this survey, however, was to confirm that Los Angeles area does have a continuing and adequate supply of housing that should be available when relocation will be taking place.

Results of Survey - April 1997:

RESIDENTIAL RENTALS

No. of Bedrooms	No. of Units Available	Price Range
0	50	$ 225.00 - $ 395.00
1	126	$ 399.00 - $ 750.00
2	204	$ 499.00 - $1,050.00
3	49	$ 650.00 - $1,100.00
4	10	$ 875.00 - $1,625.00
5 or more	3	$1,000.00 - $1,800.00

RESIDENTIAL SALES

No. of Bedrooms	No. of Units Available	Price Range
1		
2	48	$ 74,900 - $145,000
3	32	$115,000 - $177,500
4	8	$ 99,500 - $206,000
5 or more	2	$115,000 - $160,000

COMMERCIAL INDUSTRIAL RENTALS

No. of Locations	Square Footage Range	Price Range
42	4,000 - 915,000	$.022 - $1.28 sq. ft.

COMMERCIAL OFFICE RENTALS

No. of Locations	Square Footage Range	Price Range
44	1,500 - 1,300,000	$.040 - $26.00 sq. ft.

COMMERCIAL RETAIL RENTALS

No. of Locations	Square Footage Range	Price Range
30	950 - 915,000	$.085 - $2.35 sq. ft.

COMMERCIAL INDUSTRIAL SALES

No. of Locations	Square Footage Range	Price Range
2	1,450 - 308,960	$260,000 - $3,000,000

COMMERCIAL OFFICE SALES

No. of Locations	Square Footage Range	Price Range
18	2,000 - 330,588	$277,000 - $12,500,000

COMMERCIAL RETAIL SALES

No. of Locations	Square Footage Range	Price Range
11	7,008 - 161,172	$95,000 - $4,700,000

COMMERCIAL VACANT LAND RENTAL/SALES

No. of Locations	Square Footage Range	Price Range
1	6,050	$2,500 or best offer

X. ASSISTANCE TO BUSINESSES AND NON-PROFIT ORGANIZATIONS

Displaced businesses institutions and non-profit organizations will be personally interviewed to determine their relocation needs and preferences, provided general and special informational material, assisted in finding other replacement locations within or outside the project area, and referred to other groups or agencies for assistance in expediting their satisfactory relocation and assisted in preparing relocation claims.

As the situation dictates, the relocation staff will refer these eligible persons to and maintain liaison with the Small Business Administration, the Economic Development Administration, trade associations, Chambers of Commerce, lending institutions, real estate agencies and multiple listing realty boards, in order that they may be assisted on a non-discriminatory basis in obtaining suitable

replacement location, financial help and guidance in the reestablishment of their business operations.

The project office will maintain current listings of both rental and sales properties from which to assist displaced businesses in selecting suitable replacement locations. Advisory services and assistance will be provided to business concerns.

The local offices of the Small Business Administration, the office of Economic Development Administration and the Community Development Bank will be informed of the project activities and requested to work with the Agency and businesses in extending their services and assistance. Information about similar agencies will be available in the project offices, and referrals to them and to others who can assist business displacees will be made with the same consistency and comprehensiveness as the referrals of residents to social service agencies.

XI. OBTAINING RELOCATION HOUSING

A. Private Housing

For several decades the Agency has received excellent cooperation form property owners, operating managers, realtors, multiple listing bureaus, property management firms and others offering a variety of private standard housing for rent or for sale. Based on this relationship, an adequate supply of replacement housing for use in carrying out the Agency's relocation program has been available. This relationship has been continually strengthened through the years and is expected to continue. Agency access to such housing remains open to displacees when units are available.

The Agency shall give priority to those displaced by public action in the rental or purchase of subsidized and Section 8 housing, as well as in other properties acquired by the Agency for rehabilitation, when available. The Agency will require sponsors of such programs to accord preference to displacees from the Project Area, and this will be particularly true where such housing is to be developed within the Project Area.

The Agency will obtain, and maintain current listings of standard rental and sale properties that are appropriate for relocation that are available on a nondiscriminatory basis. Information on the size, rental or sale price, financing terms and

location of available units will be given to displacees seeking referrals, and, as necessary the relocation staff will provide transportation or otherwise assist the site resident in his or her search for housing.

B. Public Housing

The Housing Authority of the City of Los Angeles grants displacees priority in consideration for placement and has simplified referral procedures, and has participated in the conversion of units to meet the special need of large families, the physically disabled and the elderly. Special income limits are established by the Authority for admission of eligible displacees.

Families receiving Aid to Dependent Children and low income families and individuals not receiving public assistance shall pay rent based on 30 percent of net income, regardless of the number of bedrooms required. All rents for these persons are now subsidized by the Federal Government under provision of the Brooke Amendment.

Public housing can be a relocation resource. No displacee will be initially offered such housing, however, unless they are displaced from public housing or have requested such housing.

C. Special Rehousing Problems

Staff and/or consultants will interview the occupants to obtain information pertinent to special rehousing and social needs of the individual or family. Particular effort will be made to anticipate and aggressively seeks solutions for problems of individuals or groups of displacees among the elderly, low-income, large families, racial minorities, physically disabled and unemployed. The Agency will work cooperatively with other groups and agencies, make appropriate referrals, and otherwise obtain for displacees the assistance essential to their successful rehousing.

D. Section 8 Certificates and Housing Vouchers

The Agency will encourage and assist eligible displacees in obtaining a certificate of voucher for rental assistance provided by a local Public Housing Agency (PHA) and to offer referrals to comparable replacement dwelling whose owners are willing to participate in the certificate or housing voucher program.

E. Relationships with Site Occupants

1. Informational Program

Agency staff will implement an informational program to site occupants and displacees to advise them on the Agency's plans and programs. The project area committee or other advisory committee may also play an important role in keeping project residents, businesses and the general community fully informed on the activities of the Agency in the Project Area.

This will be done by personal interview and contacts, general mailings and distribution of informational material, group and public meetings to provide information and answer questions, regular staff attendance at meetings of various groups, etc. All these efforts will be continued throughout the project operations to insure that each site occupant is fully informed as to the time schedules, relocation program, opportunities for relocation housing, relocation services and other available benefits.

2. Interviews with Site Occupants

As soon as practical after the initiation of negotiations, Agency staff and/or the relocation consultant will meet with site occupants. The interviewer will discuss and explain the contents of the Informational Statement, Rental Agreement, and other applicable materials. As evidence that the displacee has been properly notified, the displacee will be requested to sign a receipt for the Informational Statement, which fully describes the rights under the redevelopment program, the services offered for relocation, the regulations and procedures for obtaining relocation payments, etc.

The relocation staff also will update any information obtained in prior interviews with the displacees, ascertain precise relocation needs and problems, from which the displacee will be assisted in formulating and carrying out their approach to relocation. This is the beginning of personalized relocation assistance and, as necessary, the displacee will be referred to appropriate agencies or resources for special services.

Persons who occupy property after Agency acquisition are not eligible for assistance or benefits if they were informed prior to occupancy that the property was being acquired for a public use and occupancy is only available between acquisition of the property

and its development. The Agency Board may consider occupants not so informed eligible for assistance and benefits, however.

3. Project Site Office

The Agency will establish a project site office where assigned staff and/or consultants will work closely with all displacees and appropriate agencies in carrying out the relocation program. Staffing, working days and hours will be arranged to provide services conveniently available to all occupants of the project area.

4. Inspection of Relocation Housing

The Agency will internally and externally inspect all housing before providing a referral to displacees to assure that it is a decent, safe and sanitary dwelling and when applicable, a comparable replacement dwelling. If, upon inspection, the housing occupied by a self-relocatee is found below standard or is not decent, safe and sanitary (e.g., does not meet the lead-base paint requirements), the displacee will be advised accordingly and offered decent, safe and sanitary housing. If the displacee refuses to accept further assistance the obligation of the Agency to the displacee will be considered fulfilled. In such instances, the matter may be referred to the Building Inspection Department with the objective of bringing the housing into conformity with applicable code ordinances.

A thorough internal and external inspection of the replacement dwelling must be made and the dwelling to be "decent, safe and sanitary" before the Agency may make a replacement housing payment or release a payment form escrow.

If the displacee relocates to another community or outside of the City of Los Angeles, the Agency may arrange for officials of that community to perform the housing inspection. When this is not possible, the displacees shall be required to provide acceptable documentation to determine that the dwelling is decent, safe and sanitary pursuant to Agency requirements.

5. Housing Referral Services

The referral procedure will be essentially one of personal contact, liaison, and assistance by staff and/or consultants. Agency staff and/or consultants will work closely with each displacee until

he or she is permanently rehoused, offering comparable housing that meets their needs, and encouraging them to find replacement housing on their own initiative.

The Agency will maintain listings of private rental and sales housing that has previously been inspected and certified as meeting the Agency's relocation housing standards, which is available on an open-occupancy basis, which is not planned for clearance. Listings of vacancies will be provided to the displacee, arrangements will be made for the displacee to inspect the housing and, if necessary, he or she will be provided transportation and/or be accompanied on the inspection. The displacee will be provided further referrals if, for reasonable cause, he or she is unable to accept an offered unit. The same procedure will be followed when a self-relocatee is found occupying sub-standard housing.

Displacees will be informed of the availability of VA and FHA acquired properties, and of any Section 8 housing that meets their needs. Listings of properties will be available so that they may be freely examined. The relocation consultant and/or staff will provide displaced residents with evidence of their eligibility for such housing, serve in a liaison capacity and otherwise assist displacees in securing such accommodations.

Those displacees appearing eligible for and interested in public housing (including Section 8 housing programs) will be referred to the Housing Authority and otherwise assisted in expediting their applications and placement. The Housing Authority will be requested to make available to the Agency the Authority's list of available housing, in order that such housing may be utilized for eligible displacees.

If interested and determined eligible for other subsidized housing, displacees will be referred to the appropriate sponsor or owner of such housing and assisted in making the application. In addition, they will also be referred to comparable replacement housing whose owners are willing to accept and participate in the Section 8 program and assistance will be provided in making such application.

6. Self-Relocatees

Displacees finding their own housing will be urged to notify the Agency in advance so that the selected housing may be inspected beforehand. However, should the displacee move without

giving notice or leaving a forwarding address, every effort will be made to locate the displacee promptly to determine the quality of the relocation housing and to assure that the displacee understands the relocation assistance to which he or she is entitled. Efforts to trace displacees will be not abandoned until appropriate contacts have been attempted without success.

7. Referrals to Social Service Agencies

The relocation services offered by the Agency will be supplemented by those qualified professionals who will be directly responsible -- in cooperation with the Agency, its staff and other consultants and agents -- for seeking and achieving solutions to the social and economic problems that may interfere with the successful relocation to a specific displacee or groups of site occupants.

The Agency has worked closely with many agencies and organizations that operate in the communities to interpret the redevelopment program and the anticipated needs of project area occupants. The Agency will continue to seek their assistance and cooperation during the relocation process. Following are some agencies that have provided assistance on an as-needed basis, and which are expected to continue to do so:

Los Angeles County Department of Social Services
Los Angeles county Health Department
California State Service Center
Legal Aid
Economic Youth Opportunities Agency
NAACP
Los Angeles Urban League
Neighborhood Adult Participation Program
Social Security Administration
The Congress of Mexican American Unity
Housing Opportunity Center
America Friends Service Committee
Welfare Planning Council
Community Relations Conference of Southern California
MALDEF
ACLU

This list is not intended to be all-inclusive. As the relocation staff and/or consultants determine the need, other organizations will be contacted.

8. Mortgage Financing Assistance

For relocatees who qualify or potentially qualify, the Agency will explain procedures, make referrals, and give full assistance to prospective home purchasers in obtaining mortgage financing under the most favorable terms, with particular emphasis on the VA and FHA mortgage insurance programs, Certificates of eligibility under the National Housing Act will be furnished to qualifying home buyers, as well as to prospective tenants of subsidized housing and section 8 rental assistance housing programs.

9. Compliance with Civil Rights Act of 1968

The Agency will take positive action to assure displacees are given full opportunity to obtain the housing of their choice throughout the Los Angeles area, where housing of their choice is available, in accordance with Title VII of the Civil Rights Act of 1968. In an effort to assure that displacees are receiving equal treatment in their choice of housing regardless of race, color, sex, religion, national origin, or ancestry, the Agency shall:

- Make full use of HUD acquired properties; multiple listing services, and real estate management and brokerage services;

- Inform minority group members of fair housing legislation and advise fair housing councils and enforcement agencies of incidents if displacees are denied housing for reason of race, color, sex, religion, national origin or ancestry;

- Escort displacees to brokers, real estate management firms, landlords, etc., in non-traditional neighborhoods; and

- Cooperate fully with human relations organization, social, civil, religious and other groups involved in facilitating freedom of choice of housing.

10. Last Resort Housing

If the Project undertaken by the Agency cannot proceed on a timely basis because comparable replacement dwellings are not available and the Agency determines that such cannot otherwise be made available, the Agency shall take any actions necessary or appropriate to provide the dwellings by use of funds authorized for

the project. This section shall be construed to authorize the Agency to exceed the maximum amounts which may be paid under Replacement Housing Payment for Homeowners and Replacement Housing Payment for Tenants and Certain Others on a case-by-case basis for good cause as determined by the Agency. The determination of payments to be made pursuant to Last Resort Housing shall be pursuant to State relocation guidelines and the Agency's Rules and Regulations. Any amount exceeding the maximum payment may be made periodically and computation of payment to a low income displaced person for a comparable replacement dwelling shall take into account the person's income.

The Agency shall not require any person to move from his or her dwelling because of acquisition by the Agency, unless comparable replacement housing is available to the person.

The Agency may expend funds and take such other actions as necessary to provide, rehabilitate, or construct last resort housing pursuant to an approved plan for last resort housing through methods including but not limited to the following:

- Cash Assistance to Exceed Statutory Payment Caps. Whenever the payment ceiling under Replacement Housing Payment for Homeowners ($22,500) or Replacement Housing Payment for Tenants and Certain Others ($5,250) is insufficient, additional or alternative assistance shall be provided. Generally, this is done by providing additional cash assistance. Section 7264.5 of the California Government Code authorizes the use of project funds to provide such additional cash assistance.

- Other Last Resort Housing Measures. Section 7264.5 of the Government Code also authorizes the Agency to use project funds to undertake special measures, such as the construction, financing, rehabilitation or relocation of housing; the purchase of land and/or housing and later sale or lease to, or exchange with, the person; the provision of a direct loan; and the removal of barriers to the handicapped. Provide housing subsidies as permitted by law or transfer funds to state and local housing agencies.

- Option of Displaced Person. The displaced person may enter into an agreement with the Agency to accept a decent safe and sanitary replacement dwelling to be provided as a last

resort housing measure. Absent such agreement, the Agency shall not require the displaced person to accept a dwelling provided by the Agency under the last resort housing provisions as an alternative to an acquisition payment or any relocation payment for which the person may otherwise be eligible.

- Provide housing subsidies as permitted by law.

Whenever practicable, the Agency shall utilize the services of federal, state or local housing agencies, or other agencies having experience in the administration or conduct of similar housing programs. Where several agencies are administering programs resulting in residential displacement, opportunities shall be sought for joint development and financing to aggregate resources in order most efficiently to provide last resort housing in sufficient quantity to satisfy the aggregate needs of such programs.

The provision of last resort housing by the Agency shall be in accord with the provisions of Section 1 of the Civil Rights Act of 1866, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, the Unruh Civil Rights Act, the California Fair Housing Law, and the California Environmental Quality Act of 1970, and regulations issued pursuant thereto.

The Agency shall monitor the production of the last resort housing to ensure that it is in accordance with the plan for last resort housing approved by the Agency.

The Agency shall not require a displaced resident to accept last resort housing in lieu of the displaced resident's acquisition payment, if any, for the real property from which he is displaced or the relocation payments for which he may be eligible.

11. Proration of Payment

For the purpose of calculating a replacement housing payment where, two or more individuals (whether they are members of one family or not) living together in and displaced from a single dwelling shall be regarded as one displaced resident. If two or more such individuals submit more than one claim, an eligible claimant for a payment may be paid only his reasonable prorata share (as determined by the Agency) of the total payment applicable to a single displaced resident. The total of the payments made to all such

claimants moving from the dwelling unit shall not exceed the total payment allowed to be made to a single displaced resident.

Where a tenant is sharing a single-family dwelling with an owner-occupant and paying the owner-occupant rent for the privilege, the tenant shall not be entitled to more than one-half of the replacement housing payment otherwise payable. The owner-occupant shall not be required to share the payment to which he is entitled or to accept a prorated amount.

XII. GRIEVANCE PROCEDURES

The Agency has adopted grievance procedures to implement the provisions of the State Guidelines. The purpose of the grievance procedures is to provide Agency requirements for processing appeals from Agency determinations as to the eligibility for, and the amount of a relocation payment, and for processing appeals from persons aggrieved by the Agency's failure to refer them to comparable permanent or adequate temporary replacement housing. Potential displacees will be informed by the Agency of their right to appeal regarding relocation payment claims or other decisions made affecting their relocation.

A. FORMAL GRIEVANCE PROCEDURE

The Relocation Rules and Regulations adopted by the Agency include formal grievance procedures to provide for adequate review of Agency relocation decisions.

Relocation Appeals Board

The Agency provides an approved forum for informal or formal review. The City of Los Angeles, at the request of the Agency, has established a Relocation Appeals Board to review cases requiring further action. The Relocation Appeals Board shall promptly hear all complaints brought by potential displacees and residents of the Project Area relating to relocation and shall determine if the Agency has complied with the applicable State and local relocation requirements and where applicable, federal regulations. The board shall, after a public hearing, transmit its findings and recommendations to the Agency.

B. CITIZEN PARTICIPATION

The Agency actively encourages the involvement of potential displacees in the hearing and planning stages of the redevelopment process. For this purpose, the Agency plans to:

- Continue holding regular informational meetings at a location convenient to the project area and at times that are convenient for displacees to discuss the progress of the project, timetables for implementation, relocation rights and benefits, and other pertinent matters;

- Establish and staff a site office within the project area;

- Utilize the existing Central Business District Project Advisory Committee as an additional regular means of public participation.

C. COORDINATION ACTIVITIES

At such time as the Agency may initiate negotiations for property occupied by a persons, the Agency's staff (including consultants) will commence relocation activities. Among the coordinated activities are the following:

- Personal on-site interviews will be conducted where the staff or consultant will provide each potential claimant with an Informational Statement detailing benefits and eligibility.

- After an analysis of needs, appropriate referrals will be made.

- Claims for relocation payments will be prepared by the staff and/or consultant for the claimant's signature. Signed claims will then be delivered to the Agency for approval and processing.

- Relocation benefit checks will be hand-delivered to the claimant/recipients.

- If the displacement involves a residential displacee, any new housing chosen by the claimant will be inspected by the

relocation staff for health and safety minimum standards. Any such claimant will be informed in writing of the inspection results.

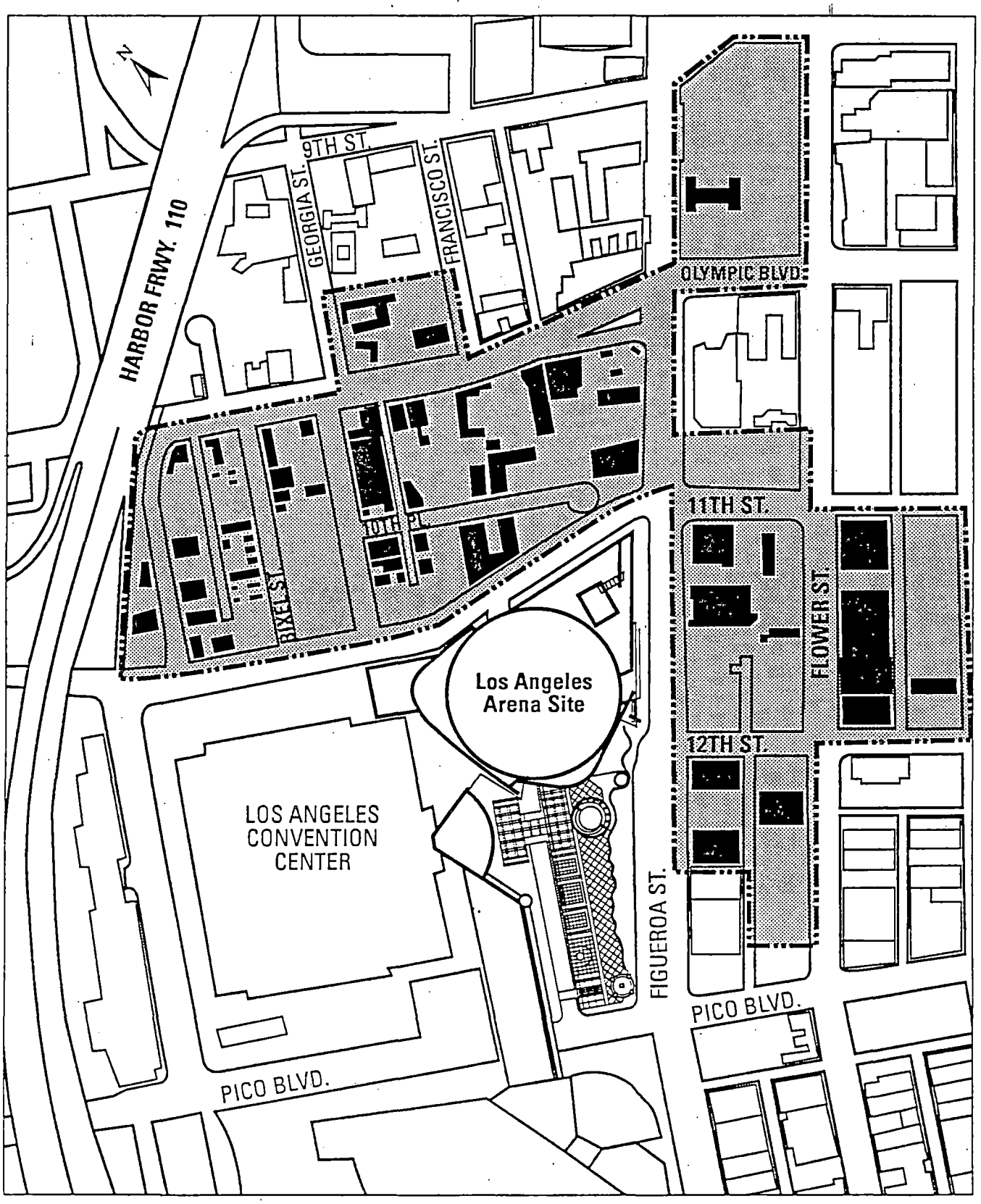
- Relocation staff will also contact and work with appropriate governmental and social service agencies to provide applicable assistance, including, for example, small business loans and housing subsidies.

D. RELOCATION RECORD

The Agency shall prepare a confidential and accurate record for each displaced person, as required by the Agency's rules and regulations.

EXHIBIT A

Los Angeles Arena Project



Area affected by Proposed Arena Project

EXHIBIT B

RELOCATION ASSISTANCE TO TENANTS AND HOMEOWNERS DISPLACED FROM THEIR HOMES

INTRODUCTION

This booklet describes the relocation payments and other relocation assistance provided by the Community Redevelopment Agency of the City of Los Angeles, California to tenants and homeowners displaced from their homes as a result of Agency redevelopment or rehabilitation projects.

If you are notified that you will be displaced by such a project, it is important that you **do not move** before you learn what you must do to receive the relocation payments and other assistance to which you are entitled.

This booklet may not answer all of your questions. If you have more questions about your relocation, please check the back of this booklet for the name of the person to contact at the Agency. Ask your questions before you move. Afterwards, it may be too late.

SUMMARY OF RELOCATION ASSISTANCE

As an eligible tenant or homeowner displaced from your home, you will be offered appropriate financial and advisory assistance to help you relocate, which can include:

* Payment for your moving expenses. You may receive either:
    * **A Payment for Actual Reasonable Moving & Related Expenses**, or
    * **A Fixed Payment.**
* Payment to help you rent (or buy, if you prefer) a comparable replacement home. You may receive either:
    * **A Rental Assistance Payment**, or
    * **A Downpayment Assistance Payment**, or
    * **A Replacement Housing Payment for a 180-day Homeowner.**
* Referrals to comparable replacement homes.
* Other help to minimize the impact of the move, including the inspection of replacement housing to ensure that it meets established standards and help in preparing claim forms for relocation payments.

If you disagree with the Agency's decision as to your right to a relocation payment or the amount of the payment, you may appeal that decision.

SOME GENERAL QUESTIONS

How Will I Know I am Eligible for Relocation Assistance?

You will receive a written notice explaining that you are eligible for relocation assistance. Ordinarily, eligibility begins on the date the owner of the property receives the Agency's initial written offer to purchase, or the Agency approves an agreement which will cause your displacement such as the rehabilitation of an apartment building. Therefore, you should not move before that date. If you do, you may not be eligible for relocation assistance.

How Will the Agency Know How Much Help I Need?

You will be contacted at an early date and personally interviewed by a representative of the Agency to determine your relocation needs and preferences for replacement housing and other services. The interviewer will ask certain questions about you and other members of your household.

It is to your advantage to provide the information so that the Agency can assist you in moving with a minimum of hardship. The information you give will be kept in confidence.

How Soon Will I Have to Move?

The Agency will work with you so that there will be ample time worked out. You will be given enough time to make plans for moving. Unless your continued occupancy would present a health or safety emergency, you will not be required to move without at least 90 days advance written notice. Most importantly, **you will not be required to move before a comparable replacement home is available to you.**

Will the Agency Help Me Find a Replacement Home?

Yes. You will be provided with referrals to housing that has been inspected to ensure that it meets established standards. If necessary, you may be referred to as many as three comparable replacement homes. Once the Agency representative has a clear understanding of your needs and preferences, he or she will work with you to assure that you are given the best possible choice of housing.

If you would like to move to a government-owned housing unit or obtain a government housing subsidy to occupy a privately-owned unit, let the Agency representative know of your interest. Generally, displaced persons receive preference for such housing. You will be given assistance in completing any required application forms.

What is a Comparable Replacement Home?

A comparable replacement home is:

* Decent, safe and sanitary.
* Functionally similar to your present home.
* Actually available to you.
* Affordable according to legal standards.
* Reasonably accessible to your place of employment or potential place of employment.
* Generally as well located with respect to public and commercial facilities, such as schools and shopping, as to your present home.
* Not subject to unreasonable adverse environmental conditions.
* Available to all persons regardless of race, color, religion, sex, or national origin.

What is Decent, Safe and Sanitary Housing?

Decent, safe and sanitary housing is housing that:

* Meets applicable housing and occupancy requirements.
* Is structurally sound, weathertight and in good repair.
* Contains a safe, adequate electrical wiring system.
* Has adequate living space for the occupants.
* If food preparation is required, has a kitchen with a sink, hot and cold running water, and connections for a stove and refrigerator.
* Has a separate, complete bathroom with hot and cold running water.
* Has heating as required by climate conditions.
* If you are physically handicapped, is free of barriers which would preclude your reasonable use of the unit.
* Free of lead-base paint contaminants.

What if I Find My Own Replacement Housing?

You have every right to find your own replacement housing. However, before you rent or buy, the Agency representative must inspect the unit to make sure that it is decent, safe and sanitary. **If the housing unit is not decent, safe and sanitary, you will not receive a replacement housing payment.**

What if I Encounter a Problem in Obtaining Housing of My Choice?

If you encounter a problem in buying or renting housing of your choice, notify the Agency immediately. The Agency representative will look into the matter and try to resolve it. You will receive this help whether you were referred to the housing unit or found it yourself.

If you are unable to buy or rent a housing unit because of discriminatory practices on the part of a real estate broker, rental agent, lender, or a property owner, the Agency will help you file a formal housing discrimination complaint with the Department of Housing & Urban Development or the appropriate State or local fair housing agency.

What other Services Will I Receive?

In addition to help in obtaining a comparable replacement home, other assistance, as necessary, will be provided in order to minimize the impact of your move. This assistance may include referral to appropriate public and private agencies that provide housing financing, employment, welfare or legal assistance.

The range of services depends on the needs of the person being displaced. You should ask the Agency representative to tell you about the specific services that will be available to help you and your family.

Will I Have to Pay Rent to the Agency before I move?

You will be required to pay a fair rent to the Agency for the period between the acquisition of your property and the date that you move. The Agency will deduct from relocation payments any rent that is owed the Agency except in cases of extreme hardship.

<u>PAYMENT FOR MOVING EXPENSES</u>

Every displaced person is entitled to a relocation payment to cover the reasonable cost of his or her move. You may choose either:

* **A Payment for Actual Reasonable Moving and Related Expenses, or**
* **A Fixed Payment.**

Payment for Actual Reasonable Moving & Related Expenses.

If you choose a Payment for Actual Reasonable Moving and Related Expenses, you may include in your claim the costs of:

* Moving your household goods, including necessary insurance on the household goods while in transit.
* Disconnecting and reconnecting household appliances.
* Transportation for you and your family.
* Storage of household goods, as may be necessary.
* Utility reinstallation

The Agency will explain all eligible moving costs, as well as those which are not eligible. You must be able to account for any costs that you incur; so keep all your receipts.

You may elect to pay your moving costs yourself and be reimbursed by the Agency, or if you prefer, you may have the Agency pay the mover. In either case, prior arrangements must be made with the Agency.

Select your mover with care. The Agency can help you select a reliable and reputable mover.

Fixed Moving Expense Payment

If you choose a Fixed Moving Expense Payment, you will receive a moving expense allowance which is based on the number of rooms of furniture you will be moving, as shown on a schedule, including, a dislocation allowance. The Agency has a copy of the schedule for your examination.

For many people, this payment is the most advantageous. No special documentation is required to support your claim. You need only move your personal property and complete the appropriate claim form in order to receive your payment.

REPLACEMENT HOUSING PAYMENTS

An eligible displaced person will receive a Replacement Housing Payment to assist in renting or purchasing a comparable replacement home to which he/she moves. If you occupied your home at least 90 days before the effective date of the Agency's "Notice of Displacement", you may be eligible to receive either:

- A Rental Assistance Payment in an amount up to $5,250; or
- A Downpayment Assistance Payment in an amount up to $5,250.

If you owned and occupied your home for 180 days before receiving the Agency's initial written offer to buy it, you may be eligible to receive Replacement Housing Payment for a 180-Day Homeowner.

Rental Assistance Payment

If you decide to rent a replacement home, you may be eligible to receive a Rental Assistance Payment to help you rent a comparable replacement home for a four-year period. To be eligible for a Rental Assistance Payment you must have occupied your present home for at least 90 days prior to the effective date of the "Notice of Displacement". The maximum

payment is $5,250 and may be paid to you in a lump sum, or monthly payments.

The amount of payment is determined by subtracting the base monthly rental at your present home from the rent, including utility costs, of a comparable replacement home. If there is a rental difference, that amount is multiplied by 48 and the total amount not to exceed $5,250 will be the Rental Assistance Payment.

The base monthly rental at your present home is the average monthly rent for your home, including utility costs, or 25 percent of your average monthly income, whichever is less.

To qualify for a Rental Assistance Payment, you must rent and occupy a decent, safe and sanitary home within one year after the date you move. However, the Agency may extend this period for good cause.

Downpayment Assistance Payment

If you buy a replacement home, you may be eligible for a Downpayment Assistance Payment of up to $5,250.

The Downpayment Assistance Payment must be applied to the purchase price of the replacement home and related incidental expenses and must be shown on the closing statement. Also, you must buy and occupy a decent, safe and sanitary home within one year after you move. However, the Agency may extend this period for good cause.

Replacement Housing Payment for a 180-Day Homeowner

If you owned and occupied your home for 180 days before receiving the Agency's initial written offer to buy it, you may be eligible to receive Replacement Housing Payment up to $22,500 for a 180-Day Homeowner. The Agency representative will provide you with referrals to comparable replacement homes if you so request. To minimize the impact of the move, the representative will inspect the replacement housing to ensure that it meets established housing standards.

You have every right to find your own replacement housing. However, before you purchase, the Agency representative must inspect the home to make sure it meets decent, safe and sanitary requirements.

The Replacement Housing Payment for a 180-Day Homeowner is the sum of the following costs:

Differential Amount: This amount covers the increased cost that you must pay for comparable replacement housing.

Mortgage Buydown Payment and Other Debt Service Costs: This payment covers increased interest rates on the new home. Other Debt Service Costs include reimbursement of purchase points and loan origination fees on the new loan or the actual new loan balance. Payment under this category only applies where there is a mortgage loan on the dwelling acquired by the Agency and that loan existed at least 180 days prior to the Agency's "initiation of negotiations".

Incidental Expenses: This amount covers costs typically paid when buying real property, such as legal costs and recording fees; the cost of title insurance; revenue stamps and transfer taxes (not to exceed the cost for comparable replacement housing); loan application fee, etc. However, it does not cover prepaid expenses, such as property taxes and insurance.

Filing a Claim for a Relocation Payment

You must file a claim for each relocation payment. The Agency will provide you with the required claim forms, assist you in completing them, and explain the type of documentation, if any, that you must submit in order to receive your relocation payments.

If you must pay any relocation expenses before you move (such as a security deposit when you sign a lease for your new home), discuss your financial needs with the Agency. You may be able to obtain an advance payment to meet these costs. An advance payment may be placed in "escrow" to ensure that the move will be completed on a timely basis.

You must file your claim within 18 months after the date you move. However, it is to your advantage to file as soon as possible after you move. The sooner you submit your claim, the sooner it can be processed and paid. If you are unable to file your claim with 18 months, the Agency may extend this period for good cause.

You will be paid promptly after you file an acceptable claim. If there is any problem regarding your claim or the amount of the payment, you will be notified of the action you must take to resolve the matter.

Do I Have to Pay Federal or State Income Taxes on My Relocation Payments?

No. Relocation Assistance payments are not considered as "income" for income tax purposes. For more information, you

should check with the State or Federal income tax office in your area or with your personal tax advisor.

Appeals

If you disagree with the Agency's decision as to your right to a relocation payment or the amount of a payment, you may "grieve" or appeal the decision to the Agency. A copy of the Agency's Grievance Procedures is attached.

The Agency will inform you of its appeal procedures. At a minimum, you will have 60 days to file your appeal with the Agency. Your appeal must be in writing. However, if you need help, the Agency representative will assist you in preparing your appeal.

If you are not satisfied with the final decision on your appeal, you may seek review of the matter by the courts.

ADDITIONAL INFORMATION

If you have further questions after reading this booklet, contact the Agency and discuss your concerns with the Agency representative.

Agency: Community Redevelopment Agency of the City of Los Angeles, California

Address: 354 South Spring Street
Los Angeles, CA 90013
(213) 977-1652

Office Hours: 8:30 am to 5:15 pm Monday through Friday

Your Relocation Specialist: Sharon J. Bates

Telephone Number: (213) 977-2662

Attachment

EXHIBIT C

RELOCATION ASSISTANCE TO DISPLACED BUSINESSES

AND NON PROFIT ORGANIZATIONS

INTRODUCTION

This booklet describes the relocation payments and other relocation assistance provided by The Community Redevelopment Agency of the City of Los Angeles, California to businesses and nonprofit organizations displaced as a result of Agency redevelopment or rehabilitation projects.

If you are notified that you will be displaced by such a project, it is important that you **do not move** before you learn what you must do to receive the relocation payments and other assistance to which you are entitled.

This booklet may not answer all of your questions. If you have more questions about your relocation, please contact the Agency. (Check the back of this booklet for the name of the person to contact.) Ask your questions before you move. Afterwards, it may be too late.

SUMMARY OF RELOCATION ASSISTANCE

As an eligible displaced business, you will be offered appropriate financial and advisory assistance to help you relocate, which can include:

* Payment for your moving expenses. You may receive either:
    * **A Payment for Actual Reasonable Moving & Related Expenses, or**
    * **A Fixed Payment.**
* Referrals to suitable replacement locations.
* Other help to reestablish your business and minimize the impact of the move, including help in preparing a claim form for relocation payment.

SOME GENERAL QUESTIONS

How Will I Know I am Eligible for Relocation Assistance?

You will receive a written notice explaining that you are eligible for relocation assistance. Ordinarily, eligibility begins on the date the owner of the property receives the Agency's initial written offer to purchase or the Agency approves an agreement which will cause your displacement, such as an Owner Participation Agreement with your landlord. Therefore, you should not move before that date. If you do, you may not be eligible for relocation assistance.

How Will the Agency Know How Much Help I Need?

You will be contacted at an early date and personally interviewed by a representative of the Agency to determine your needs and preferences for a replacement location and other services. The interviewer will ask questions about such matters as your space requirements. It is to your advantage to provide the information so that the Agency can assist you in moving with a minimum of hardship. The information you give will be kept in confidence.

How Soon Will I Have to Move?

Every reasonable effort will be made to provide you with sufficient time to find a suitable replacement location and reestablish you business. If possible, a mutually agreeable date for the move will be worked out. Under normal circumstances, you will not be required to move without at least 90 days' advance written notice. It is important, however, that you keep in close contact with the Agency so that you are aware of the time schedule for carrying out the project and the approximate date by which you will have to move.

I Own the Property; Will I be Paid For It Before I have To Move?

If you reach a voluntary agreement to sell your property to the Agency, you will not be required to move before you receive the agreed purchase price. If the property is acquired through an eminent domain proceeding, you cannot be required to move before the estimated fair market value of the property has been deposited with the Court. Your attorney will answer your specific questions regarding acquisition of your property.

Will I have To pay Rent to The Agency Before I Move?

You will be required to pay a fair rent to the Agency for the period between the acquisition of the property upon which your business is located and the date that you move.

How Will I Find A Replacement Location?

The Agency will provide you with current and continuing information on available replacement locations that meet your need and will assist you in finding the type of replacement location you need. However, you should take an active role in finding and relocating to a location of your choice. No one knows your needs better than you. You will want to assure that there are no zoning or other restrictions which will impact your operation at your replacement location.

The Agency representative will explain which kinds of moving costs are eligible for reimbursement and which are not eligible. This will enable you to carry out your move in the most advantageous manner.

What Other Assistance Will Be Available to Help Me?

In addition to help in finding a suitable replacement location, other assistance, as necessary, will be provided by the Agency. This includes information on Federal, State and local programs that may be of help in reestablishing a business. For example, the Small Business Administration (SBA) provides managerial and technical assistance to some businesses. There may also be a government grant or loan program which can help you reestablish your business. The Agency will assist you in applying for help available from government agencies.

The range of services depends on the needs of the business being displaced. You should ask the Agency representative to tell you about the specific services that will be available to help you.

I Have A Replacement Location And Want to Move. What Should I Do?

Before you make any arrangements to move, including signing lease agreements, paying deposits, etc., notify the Agency, in writing, of your intention to move. This should be done at lease 30 days before the date you begin your move. The Agency will discuss the move with you and advise you of the relocation payment(s) for which you may be eligible, the requirements to be met, and how to obtain a payment.

I Plan To Discontinue My Business Rather Than Move. What Should I Do?

If you have decided to discontinue your business rather than reestablish, you may still be eligible to receive a payment. Contact the Agency representative and discuss your decision to discontinue your business. You will be informed of the payment, if any, for which you may be eligible, the requirements to be met, and how to obtain your payment.

Payment For Moving Expenses

Each displaced business or non-profit organization is entitled to a relocation payment to cover the reasonable cost of moving. You may choose either:

* A Payment for Actual Reasonable Moving and Related Expenses, or
* A Fixed Payment (if you meet the eligibility requirements).

Payment for Actual Reasonable Moving And Related Expenses

If you choose a Payment for Actual Reasonable Moving And Related Expenses, you may include in your claim the costs of:

* Transportation of personal property from your present business location to the replacement location. (Generally, transportation costs are limited to a distance of 50 miles. If you plan to move beyond 50 miles, discuss your planned move with the Agency.)
* Packing, crating, uncrating, and unpacking personal property.
* Disconnecting, dismantling, removing, reassembling, and installing relocated fixtures, machinery, equipment and other personal property. This includes connection to utilities available nearby and certain modifications necessary to adapt such personal property to the replacement structure or to the utilities or to adapt the utilities to the personal property.
* Storage of personal property for a reasonable period of twelve months.
* Insurance of personal property in connection with the move and required storage, or the reasonable replacement value of property lost, stolen, or damaged in the process of moving where insurance is not readily available.
* Any license, permit or certification required by the displaced business, to the extent that the cost (1) is necessary to its re-establishment at the replacement location and (2) does not exceed the cost for the remaining useful life of the existing license, permit or certification.
* The reasonable cost of professional services, including but not limited to architects, attorneys, engineers and consultants, necessary for (1) planning the move of the personal property, (2) moving the personal property, or (3) installing the relocated personal property at the replacement location.
* Relettering signs and printing a reasonable supply of stationery made obsolete by the move.
* The reasonable cost incurred in attempting to sell an item that is not relocated.
* The cost of any addition, improvement, alteration or other physical change in or to any structure or its premises in connection with the reassembling, reconnection, or reinstallation of machinery, equipment, or other personal property; the cost of any addition, improvement, alteration or other physical charge otherwise required to render such structure, premises, or equipment suitable for the business use;

the cost of modifying the machinery, equipment, or other personal property to adapt it to the replacement location or to utilities available at the replacement location or the cost of modifying the power supply; claims for reimbursement of all such costs shall be subject to the following limitations:

(1) The cost shall be directly related to displacement;

(2) Reimbursement costs shall be reasonable in amount;

(3) The cost shall be found by the Agency to be required by law or ordinance or to be otherwise necessary to the reestablishment of the displaced business;

(4) The cost could not be avoided or substantially reduced at an alternate available and suitable site to which the business was referred;

(5) The Agency shall deduct, on the basis of a reasonable estimate, the amount, if any, realized by the displaced business concern as compensation for comparable additions, improvements, alterations or other physical changes to the structure and premises acquired, as part of the payment made for the acquisition of such structure and premises.

* Actual direct loss of personal property. This payment provides compensation for property that is neither moved nor promptly replaced with a substitute item at the replacement location. Payment is limited to the lesser of: (1) the estimated cost of moving the property or (2) the fair market value of the property for its continued use at the old location, less any proceeds from its sale. To be eligible, you must make a good faith effort to sell the property, unless the Agency determines in advance that such effort is not necessary.

* Purchase and installation of substitute personal property. Payment will be limited to the lesser of: (1) the estimated cost to move the substituted item to the replacement location, or (2) the actual cost of the substitute item delivered and installed at the replacement location, less any proceeds form the sale or the trade-in value of the substituted item. It is important that you discuss your plans with the Agency before you proceed.

* Searching for a replacement location. This payment may not exceed $1,000 and may cover costs for:

  * Transportation expenses.

  * Time spent searching for a replacement location, based on reasonable salary or earnings. (Limited to $15 per hour).

* Reasonable fees paid to real estate agents or brokers to find a replacement location (Fees related to the purchase of a site are excluded.)

* With prior Agency approval, meals and lodging away from home.

* Reestablishment expenses not to exceed the statutory maximum of $10,000. Reestablishment expenses must be actually incurred, verified with receipts, reasonable, and necessary, as determined by the Agency. They may include, but are not limited to, the following:

(1) Repairs or improvements to the replacement real property as required by Federal, State or local law, code or ordinance.

(2) Modifications to the replacement property to accommodate the business operation or make replacement structures suitable for conducting the business, excluding seismic modifications.

(3) Construction and installation costs for exterior signage to advertise the business.

(4) Provision of utilities from right-of-way to improvements on the replacement site.

(5) Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint, panelling or carpeting.

(6) Licenses, fees and permits when not paid as part of moving expenses.

(7) Feasibility surveys, soil testing and marketing studies.

(8) Advertisement of replacement location.

(9) Professional services in connection with the purchase or lease of a replacement site.

(10) Estimated increased costs of operation during the first 2 years at the replacement site, for such items as:

(i) Lease or rental charges,
(ii) Personal or real property taxes,
(iii) Insurance premiums, and
(iv) Utility charges, excluding impact fees.

(11) Impact fees or one-time assessments for anticipated heavy utility usage.

(12) Other items that Agency considers essential to the reestablishment of the business.

The Agency will explain all eligible moving costs, as well as those which are not eligible. You must be able to account for any costs that you incur; so keep all your receipts. The Agency will inform you of the documentation needed to support your claim.

You may minimize the amount of documentation needed to support your claim, if you elect to "self move" your property. Payment for a self-move is based on the amount of an acceptable low bid or estimate obtained by the Agency. If you self-move, you may move your personal property using your own employees and equipment or a commercial mover. If you and the Agency cannot agree on an acceptable amount to cover the cost of the "self-move," you will have to submit full documentation in support of your claim.

You may elect to pay your moving costs yourself and be reimbursed by the Agency or, the Agency can pay the mover directly. In either case, you must have prior Agency approval. The Agency can help you select a reliable and reputable mover.

When a claim for "actual direct loss of personal property" or "substitute personal property" is made for an item, the estimated cost of moving the item will be based on the lowest acceptable bid or estimate obtained by the Agency. If not sold or traded-in, the item must remain at the old location and ownership of the item must be transferred to the Agency before you may receive the payment.

Fixed Payment

You may choose a Fixed Payment in Lieu of a Payment For Actual Reasonable Moving And Related Expenses, which is based on the average annual net earnings of the business or gross revenues of a non-profit organization. This payment may not be less than $1,000, nor more than $20,000.

The displaced business is entitled to receive a Fixed Payment if the Agency determines that:

(1) The business owns or rents personal property which must be moved in connection with such displacement.

(2) The business cannot be relocated without a substantial loss of its existing patronage.

(3) The business is not part of a commercial enterprise having more than one other enterprise which is not being acquired by the Agency, and which is under the same ownership and engaged in the same or similar business activities.

(4) The business is not operated at a displacement dwelling solely for the purpose of renting such dwelling to others.

(5) The business contributed materially to the income of the displaced person during the 2 taxable years prior to displacement.

* A displaced non-profit organization is entitled to receive a Fixed Payment if the Agency determines that it cannot be relocated without substantial loss of existing membership or clientele.

* Any payment in excess of $1,000 must be supported with financial statements for the two 12-month periods prior to the acquisition. The amount to be used for the payment is the average of 2 years annual gross revenues less administrative expenses up to the maximum of $20,000.00.

The Agency will inform you as to your eligibility for a Fixed Payment and documentation you must submit to support your claim.

Remember, when you elect to take this payment you are not entitled to reimbursement for any other moving expenses.

I Own An Outdoor Advertising Display. What Relocation Payment Will I Receive?

As the owner of an outdoor advertising display, you may be eligible for a Relocation Payment For Actual Reasonable Moving And Related Expenses. You are not eligible to receive a Fixed Payment In Lieu Of A Payment For Actual Reasonable Moving and Related Expenses.

If you choose not to relocate or replace the sign, the payment for "direct loss of personal property" would be the lesser of: (1) the depreciated reproduction cost of the sign, as estimated by the Agency, less the proceeds from its sale, or (2) the estimated cost of moving the sign without temporary storage. The Agency will inform you as to the exact costs that may be reimbursed.

Filing a Claim for a Relocation Payment

You must file a claim for a relocation payment. The Agency will provide you with the required claim forms, assist you in completing them, and explain the type of documentation that you must submit in order to receive the payment.

If you must pay any relocation expenses before you move (such as a security deposit if you lease your new location), discuss your financial needs with the Agency. You may be able to obtain an advance payment. A portion of the advance payment may be placed in "escrow" to ensure that the move will be completed on a timely basis.

If you are a tenant, you must file your claim within 18 months after the date you move. If you own the property, you must file within 18 months after the date you move, or the date you receive the final Acquisition payment, whichever is later. However, it is to your advantage to file as soon as possible after you move. The sooner you submit your claim, the sooner it can be processed and paid. If you are unable to file your claim within 18 months, the Agency may extend this period for good cause.

You will be paid promptly after you file an acceptable claim. If there is any problem regarding your claim or the amount of the payment, you will be notified of the action you must take to resolve the matter.

Do I Have to Pay Federal or State Income Taxes on My Relocation Payments?

No. Relocation Assistance payments are not considered as "income" for income tax purposes. For more information on this you should check with the State or Federal income tax office in your area or with your personal tax advisor.

Appeals

If you disagree with the Agency's decision as to your right to a relocation payment or the amount of a payment, you may "grieve" or appeal the decision to the Agency. A copy of Agency's Grievance Procedures is attached.

The Agency will inform you of its appeal procedures. At a minimum, you will have 60 days to file your appeal with the Agency. Your appeal must be in writing. However, if you need help, the Agency will assist you in preparing your appeal.

If you are not satisfied with the final decision on your appeal, you may seek review of the matter by the courts.

ADDITIONAL INFORMATION

If you have further questions after reading the booklet, contact the Agency and discuss your concerns with the Agency representative.

Agency: Community Redevelopment Agency of the City of Los Angeles, California

Address: 354 South Spring Street, Suite 600
Los Angeles, CA 90013
(213) 977-1652

Office Hours: 8:30 am - 5:15 pm, Monday through Friday

Your Relocation Specialist: Sharon J. Bates

Telephone Number: (213) 977-2662

Attachment

EXHIBIT D

THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LOS ANGELES, CA

GRIEVANCE PROCEDURES

A. Right of Review

Any person who believes himself aggrieved by a determination as to eligibility, the amount of payment, the failure of the Agency to provide comparable permanent or adequate temporary replacement housing or the Agency's property management practices may, at his election, have his claim reviewed and reconsidered by the Agency or an authorized designee (other than the person who made the determination in questions).

B. Notification of Decision

If the Agency denies or refuses to consider a claim, the Agency's notification to the claimant of its determination shall inform the claimant of its reasons and the applicable procedures for obtaining review of the decision. If necessary to provide the information in the language most easily understood by the recipient, such notification shall be printed in a language other than English.

C. Stages of Review

1. Request for Further Written Information

A complainant may request the Agency to provide him with a full written explanation of its determination and the basis therefor, if he feels that the explanation accompanying the payment of the claim or notice of the Agency's determination was incorrect or inadequate.

The Agency shall provide such an explanation to the complainant within three (3) weeks of its receipt of his request.

2. Informal Oral Presentation

A complainant may request an informal oral presentation before seeking formal review and reconsideration. The right to formal review and reconsideration shall not be conditioned upon requesting an informal oral presentation.

Within fifteen (15) days of the request the Agency shall afford the complainant the opportunity to make such presentation.

The complainant may be represented by an attorney or other person of his choosing. This oral presentation shall enable the complainant to discuss the claim with the Administrator of the Agency or a designee (other than the person who made the initial determination) having authority to revise the initial determination on the claim. The Agency shall make a summary of the matters discussed in the oral presentation to be included as part of its file.

3. Formal Review and Reconsideration

a. Request for Review

At any time within the period described in Section 1115, a complainant may file a written request for formal review and reconsideration by the Relocation Appeals Board. The complainant may include in the request for review any statement of fact within the complainant's knowledge or belief or other material which may have a bearing on the appeal. If the complainant requests more time to gather and prepare additional material for consideration or review and demonstrates a reasonable basis therefor, the complainant may be granted additional time.

The Relocation Appeals Board shall consider every aggrieved persons' complaint regardless of form, and shall, if necessary, provide assistance in preparing the written request for review.

b. Notice of Procedures

When a complainant seeks review, the Relocation Appeals Board shall inform him that he has the right to be represented by an attorney, to present his case by oral or documentary evidence, to submit rebuttal evidence, to conduct such cross-examination as may be required for a full and true disclosure of facts, and to seek judicial review once he has exhausted administrative appeal.

c. Review by Relocation Appeals Board

The Relocation Appeals Board shall promptly hear all complaints brought by aggrieved persons of a redevelopment project area relating to relocation and shall determine if the Agency has complied with the provisions of Chapter 4 of the California Community Redevelopment Law pertaining to relocation, the Relocation Assistance Law and Guidelines, these Rules and Regulations and where applicable, with federal law and regulations.

The Relocation Appeals Board shall, after public hearing, transmit its findings and recommendations to the Agency Board, including any recommendations for modification of the Agency's initial determination.

d. Scope of Review

The Relocation Appeals Board shall review and consider the initial determination of the Agency in the complainant's case in light of:

(1) All material upon which the Agency based its original determination, including all applicable rules and regulations, except that no evidence shall be relied upon where a complainant has been improperly denied an opportunity to controvert the evidence of cross-examine the witness;

(2) The reasons given by the complainant for requesting review and reconsideration of the claim;

(3) Any additional written or relevant documentary material submitted by the complainant;

(4) Any further information which the Relocation Appeals Board in its discretion, obtains by request, investigation, or research, to ensure fair and full review of the claim.

e. Findings and Recommendations by Relocation Appeals Board

The findings and recommendations on review by the Relocation Appeals Board shall include:

(1) The determination of the Relocation Appeals Board whether the Agency has complied with State law and where applicable with federal law, pertaining to the relocation;

(2) The recommendations of the Relocation Appeals Board, including any recommendations for modification of the Agency's initial determination;

(3) The factual and legal basis upon which the findings and recommendations rest, including any pertinent explanation or rational;

(4) A statement to the complainant that the findings and recommendations of the Relocation Appeals Board will be transmitted to the Agency Board for final administrative decision with respect to the claim.

The findings and recommendations of the Relocation Appeals Board shall be in writing and copies thereof shall be provided to the complainant and transmitted to the Agency Board.

The Relocation Appeals Board shall issue findings and recommendations as soon as possible, but no later than three (3) weeks from receipt of the last material submitted for consideration by the complainant or the date of the hearing, whichever is later. In the case of complaints recommended for dismissal for untimeliness or for any other reason not based on the merits of the claim, the time limit for issuing the findings and recommendations shall be reduced to ten (10) days.

f. Final Determination by Agency Board

(1) Scope of Review

After receipt of the written findings and recommendations of the Relocation Appeals Board, the Agency Board shall review and reconsider the initial determination of the Agency on the claim. The Agency Board may, but is not required to, conduct a hearing de novo with respect to the claim, as it deems necessary. The complainant shall be given at least ten (10) days written notice prior to the matter being heard.

The Agency Board shall base its final decision on the claim upon the record compiled in connection with the proceedings of the Relocation Appeals Board, and upon the record of the hearing (if any) held by the Agency Board.

(2) Final Determination

The final determination on review by the Agency Board shall include, but is not limited to:

(a) The Agency Board's decision on reconsideration of the claim;

(b) The factual and legal basis upon which the decision rests, including any pertinent explanation or rationale;

(c) A Statement to the complainant that administrative remedies have been exhausted, if such be the case, and that judicial review may be sought.

The final determination of the Agency Board shall be in writing and a copy thereof shall be provided to the complainant.

The Agency Board shall issue its determination as soon as possible, but no later than three (3) weeks from receipt by the Agency Board of the written findings and recommendations of the Relocation Appeals Board. In the case of complaints dismissed for untimeliness or for any reason not based on the merits of the claim, the time limit for issuing such determination shall be reduced to ten (10) days.

D. Time Limit for Requesting Review

Any request for review and/or, shall be filed in writing with the specified reviewing authority within thirty (30) days following the date the complainant receives notice of the decision being appealed. Such time limit may be extended for good cause by the Agency.

E. Stay of Displacement Pending Final Determination

If a complainant seeks to prevent displacement, the Agency shall not require the complainant to move until at least twenty (20) days after the Agency has made its final determination. In all cases the Agency shall notify the complainant in writing at least twenty (20) days prior to the proposed new date of displacement.

Any complaint seeking to prevent displacement must be brought within thirty (30) days of service by the Agency of the notice to vacate. Such notice to vacate must include notice that any complaint seeking to prevent displacement must be filed within thirty (30) days.

F. Joint Complainants

Where more than one person is aggrieved by the failure of the Agency to refer them to comparable permanent or adequate temporary replacement housing the complainants may join in filing a single written request for review. A determination shall be made as herein provided for each of the complainants.

G. Right to Counsel

Any aggrieved party has a right to representation by legal or other counsel at his expense at any and all stages of the proceedings.

H. Review of Files by Claimant

Except to the extent that confidentiality of material is protected by law or its disclosure is prohibited by law, the Agency shall permit the claimant to inspect all files and records bearing upon his claim or the prosecution of the claimant's grievance. The Agency may impose reasonable conditions on such right to inspect. If a claimant is improperly denied access to

any relevant material bearing on the claim, such material may not be relied upon in reviewing the initial determination.

I. Recommendations by Third Party

Upon agreement between the claimant and the Agency, a mutually acceptable third party or parties may review the claim and make advisory recommendations thereon to the Agency for its final determination. In reviewing the claim and making recommendations to the Agency, the third party or parties shall be guided by the Agency's Rules and Regulations.

J. Effect of Determination on Other Persons

The principles established in all determinations by the Agency shall be considered as precedent for all eligible persons in similar situations regardless of whether or not a person has filed a written request for review. All written determinations shall be kept on file and available for public review.

K. Judicial Review

Nothing in these Rules and Regulations shall in any way preclude or limit a claimant from seeking judicial review of his claim upon exhaustion of such administrative remedies.

ELIAS MARTINEZ
City Clerk

J. Michael Carey
Executive Officer

When making inquiries relative to this matter refer to File No.

CITY OF LOS ANGELES
CALIFORNIA

RICHARD J. RIORDAN
MAYOR

Office of
CITY CLERK
Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
Council File Information - (213) 485-5703
General Information - (213) 485-5705

Pat Healy
Chief Legislative Assistant

96-1590-S1

CD 9

May 20, 1997

HOUSING AND COMMUNITY REDEVELOPMENT COMMITTEE

In accordance with Council Rules, communication from the Community Redevelopment Agency relative to authorizing approval of job training, small business development, M/WBE participation and prevailing wage program proposals for the proposed Los Angeles Arena Project; and, consideration of the Agency recommendation strategy to meet the relocation and replacement housing requirements for the proposed project, was referred on May 20, 1997, to the HOUSING AND COMMUNITY REDEVELOPMENT COMMITTEE.

J. Michael Carey

City Clerk
amm

JUL 11 1997

AD HOC COMMITTEE

LA Arena Proposal

Recyclable and made from recycled waste.

Community Redevelopment Agency

of the City
of Los Angeles

354 South Spring Street
Suite 800
Los Angeles
California 90013-1258

213 977 1600

Fax
Number 213 977 1665

An Affirmative Action
Equal Opportunity
Employer

Date **May 16, 1997**

File Code **2228**

Council File No. _____
Council District: 9
Contact Person: David Riccitiello
Project Manager

Honorable Council of the City of Los Angeles
Room 395, City Hall

COUNCIL TRANSMITTAL:

CRA
LA

AUTHORIZATION TO APPROVE JOB TRAINING, SMALL BUSINESS DEVELOPMENT, M/WBE PARTICIPATION AND PREVAILING WAGE PROGRAM PROPOSALS FOR THE PROPOSED LOS ANGELES ARENA PROJECT; AND, CONSIDERATION OF THE AGENCY RECOMMENDED STRATEGY TO MEET THE RELOCATION AND REPLACEMENT HOUSING REQUIREMENTS OF THE PROPOSED PROJECT
(CENTRAL BUSINESS DISTRICT REDEVELOPMENT PROJECT)

RECOMMENDATIONS

1. That the City Council review and approve the Agency actions of May 1, 1997, to:

   a. Authorize the Administrator or designee to approve the job training, small business development, M/WBE participation and prevailing wage program proposals for the proposed Los Angeles Arena Project in anticipation of its final approval.

   b. Authorize the Administrator or designee to proceed with the development of the programs in conjunction with the Community Development Department, including negotiation and execution of a cooperation agreement between the Community Development Department and the Agency.

2. That the City Council review and consider the Agency recommended strategy to meet the relocation and replacement housing requirements of the proposed project, in anticipation of its final approval, as described in the Report to Agency Commissioners dated March 6, 1997.

ENVIRONMENTAL REVIEW

The above actions do not constitute a "project" as defined by CEQA. A Draft Environmental Impact Report for the proposed Los Angeles Arena has been prepared and circulated for public review and comment.

HOUSING & COMMUNITY REDEVELOP

MAY 20 1997

Christine Essel
Chair

Juanita G. Chavez
Mee Hae Lee
Peggy Moore
Christine M. Robert
Armando Vergara, Sr.

John E. Molloy
Administrator

FISCAL IMPACT STATEMENT

There is no impact with the City's General Fund as a result of these recommended actions. The recommended actions are consistent with the approved FY '97 Budget for Work Objective SP 3080 (LA Sports Arena - staff costs).

SUMMARY

This is an initial action pursuant to a motion adopted by the City Council on January 15, 1997 (Item 47A-Revised). The recommendations will allow the Community Redevelopment Agency and the Community Development Department to finalize a community benefit program which will provide employment and business enhancement opportunities related to the proposed Los Angeles Arena Project in anticipation of its final approval by the City Council. The community benefit program will be incorporated in appropriate agreements, including the Disposition and Development Agreement between the Agency and the developer, which are subject to Agency and City Council review and approval.

CRA
LA

Additionally, the Agency is required by State law to prepare and approve a Relocation Plan and a Replacement Housing Plan prior to the removal of low income housing or the relocation of residents or businesses. State law requires, further, that the Plans be approved prior to the execution of the Disposition and Development Agreement.

Please see the attached Board Memorandum regarding employment and business enhancement programs (dated May 1, 1997) and the Report to Agency Commissioners on Relocation and Replacement Housing Issues for the Arena Project (dated March 6, 1997) for pertinent facts and information.

John E. Molloy, Administrator

cc: Councilmember Rita Walters, CD 9
Sandra Grange, Office of the City Clerk (Original & 10 Copies)
Kelly Martin, Office of the Mayor
Karen Kalfayan, Office of the CAO
Paul Smith, Office of the CLA
James Santa Maria, CD 15

47A-Revised

MOTION

I MOVE that, in regard to Item 47 on today's Council Calendar under C.F. 96-1590, S1 relative to the proposed Los Angeles Arena, the City Administrative Officer, the Chief Legislative Analyst, the Community Redevelopment Agency, the Los Angeles Housing Department, Community Development Department and any other appropriate City departments or agencies be instructed to immediately begin the process of preparing and presenting on an expeditious basis the Replacement Housing Plan and a Relocation Housing Plan which would be required if the City and Community Redevelopment Agency ultimately approves the project. These should be presented to the City Council as soon as possible, but not later than Council consideration of the Disposition and Development Agreement with the Community Redevelopment Agency. City departments should review and consider all possible revenue sources and programs including, but not limited to, the use of City Block Grant Funds, Tax Increment Funds, Tax Credit Funds, funding available through various enterprise zones, and funds available through targeted Housing and Urban Development programs to ensure the availability of affordable housing units for residents in the project area.

I FURTHER MOVE that the Community Development Department and the Community Redevelopment Agency be instructed to prepare and present on an expeditious basis a plan to utilize any available resources for the implementation of a jobs training and outreach activity including apprenticeship programs relative to the development of the Los Angeles Arena which will allow City residents to develop various skills necessary to participate in the development, construction, operation of the Los Angeles Arena; such plan should include a Minority Business Development program.

PRESENTED BY _____
MIKE HERNANDEZ
Councilman, 1st District

SECONDED BY _____

*MOTION
ADOPTED
JAN 15 1997
LOS ANGELES CITY COUNCIL

THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LOS ANGELES, CA

MEMORANDUM

4

SP 3080

DATE: MAY 1, 1997

TO: AGENCY COMMISSIONERS

FROM: JOHN E. MOLLOY, ADMINISTRATOR

SUBJECT: AUTHORIZATION TO APPROVE JOB TRAINING, SMALL BUSINESS DEVELOPMENT, M/WBE PARTICIPATION AND PREVAILING WAGE PROGRAM PROPOSALS FOR THE LOS ANGELES ARENA PROJECT
CENTRAL BUSINESS DISTRICT REDEVELOPMENT PROJECT (CD 9)

RECOMMENDATIONS

That the Agency, subject to City Council review and approval:

1. Authorize the Administrator or designee to approve the job training, small business development, M/WBE participation and prevailing wage program proposals, described in Attachment No. 1, for the Los Angeles Arena Project to be developed in the Central Business District Redevelopment Project.

2. Authorize the Administrator or designee to proceed with the development of the programs in conjunction with the Community Development Department, including negotiation and execution of a cooperation agreement between the Community Development Department and the Agency.

RE

Initial actions.

SOURCE OF FUNDS

Central Business District Tax Increment Funds.

ENVIRONMENTAL REVIEW

The above actions do not constitute a "project" as defined by CEQA. A Draft Environmental Impact Report for the proposed Los Angeles Arena has been prepared and circulated for public review and comment.

SUMMARY

The proposed employment and business enhancement programs, described in Attachment No. 1, will be instituted in conjunction with the development of the proposed Los Angeles Arena and will constitute a concerted and coordinated effort on the part of the Agency and the City to extend to

the community a share of the anticipated economic benefits of the Arena project. The proposed programs include:

1. outreach and training for construction and permanent jobs;

2. small business start-up and expansion assistance;

3. M/WBE participation in the development and operations phases of the Arena project; and

4. prevailing wage monitoring.

The Agency will administer and implement the M/WBE and prevailing wage programs. The Community Development Department will formulate the specific program elements of, and administer and implement, the job training and small business development programs.

The recommended actions will allow Agency staff to proceed with the development of the employment and business enhancement programs in conjunction with the Community Development Department and the Arena developer in anticipation of final approval of the project. The finalized programs will be presented to the Agency for action as required and will be incorporated in appropriate agreements including the Disposition and Development Agreement between the Agency and the developer.

PROGRAM AND BUDGET IMPACT

The recommended actions are consistent with the approved FY '97 Budget for Work Objective SP 3080 (LA Sports Arena - staff costs).

BACKGROUND

The Agency is tasked with numerous components of the proposed Los Angeles Arena project. One such task is to develop and implement programs in conjunction with the Community Development Department and the Los Angeles Arena Development Company that will link job and business opportunities created as a function of the Arena project to entrepreneurs and residents of the City.

The proposed Arena project portends significant employment and economic development opportunities for residents of Los Angeles. The City of Los Angeles, the Community Redevelopment Agency and the Los Angeles Arena Development Company desire to develop a pro-active strategy to extend the benefits of the project to the population most affected. On January 15, 1997, the City Council adopted a motion which, in part, instructs the Community Development Department and the Agency to prepare a plan for implementing a job outreach and training program and a small business development program relative to the development of the Arena. The proposed employment and business enhancement programs are suggested

as the framework within which the benefits of the project could be extended pursuant to the Council Motion.

John E. Molloy, Administrator

There is no conflict of interest known to me which exists with regard to any Agency officer or employee concerning these actions.

ATTACHMENT NO. 1

COMMUNITY EMPLOYMENT
AND
BUSINESS ENHANCEMENT PROGRAMS
FOR THE
LOS ANGELES ARENA PROJECT

MAY 1997

PURPOSE

The purpose of this report is to describe the job outreach/training, small business start-up/expansion, M/WBE participation and prevailing wage programs that will be instituted in conjunction with the development of the new Los Angeles Arena.

BACKGROUND

The Community Redevelopment Agency is tasked with numerous components of the proposed Los Angeles Arena project. One such task is to develop and implement programs in conjunction with the Community Development Department and the Los Angeles Arena Development Company that will link job and business opportunities created as a function of the Arena project to entrepreneurs and residents of the City.

The proposed Arena project portends significant employment and economic development opportunities for residents of Los Angeles. The City of Los Angeles, the Community Redevelopment Agency and the Los Angeles Arena Development Company desire to develop a pro-active program to extend the benefits of the project to the population most affected. On January 15, 1997, the City Council adopted a motion which, in part, instructs the Community Development Department and the Agency to prepare a plan for implementing a job outreach and training program and a small business development program relative to the development of the Arena. The following programs are suggested as the framework within which such benefits could be extended. The fully developed programs will be incorporated in appropriate agreements including the Disposition and Development Agreement between the Agency and the Arena developer.

1. Outreach/Training for Construction and Permanent Jobs

   The Los Angeles Arena project will generate construction and permanent jobs on-site as well as permanent jobs from the development of new and expanding business opportunities in the area. Given the need for expanded job opportunities in the inner-city community, a concerted effort will be made to increase the community's access to these jobs. To accomplish this objective, an outreach and job training program is proposed which will help develop and match available talent in the community with the skill requirements of the construction and permanent jobs which will become available as a function of project construction and arena operations. The proposed program will include:

   - support services such as outreach, recruitment, qualification screening/testing, equipment provision and union fees as needed;
   - placement of qualified candidates into pre-apprenticeship/training classes;
   - job placement for successful candidates in cooperation with unions and employers; and
   - provision of alternate employment and training opportunities for unqualified and unplaced candidates.

The Community Development Department will administer the proposed program through the aggressive use of the City's existing job outreach and training delivery system. The specific elements of the program will respond to the training needs of the community work force, construction and permanent job profiles for the Arena project, and the requirements of the various unions and the developer's contractors. The program will be implemented to facilitate the developer and management entities' good faith efforts to attain minority and female work force utilization goals.

With regard to the construction phase, the City will work with the unions to target poverty census tracts city-wide and a three-mile radius around the construction site for work force recruitment. Recruitment will be carried out for:

a) Existing trained force - Working with the unions, a recruitment data base will be developed of both working and out-of-work union members and current apprentices who reside in the targeted areas.

b) Displaced union members - The data base will be augmented with union members who are not paying dues because of lack of employment and who reside in the targeted areas.

c) Existing graduates of previous pre-employment program - The Community Development Department will add to the data base graduates of the Joblinks Program which provided pre-apprenticeship training in conjunction with FEMA construction projects resulting from the Northridge Earthquake.

d) New apprentices - A commitment to pre-apprenticeship training and apprenticeship hiring, within State and union regulations, by the unions, the general contractor and subcontractors will be pledged. Recruitment will be done in the target areas for candidates for pre-apprenticeship training and apprenticeship testing through an existing network of City Employment and Training providers. Existing pre-apprenticeship training programs, e.g., LAUSD and AFL-CIO, will be utilized, as necessary.

It is anticipated that the construction phase of the outreach/training program will be in place for the beginning of demolition, scheduled for September 1997, through the completion of construction in 1999 and that these services can be provided with existing City Job Training Partnership Act (JTPA) resources. However, specific actions by the Private Industry Council, City Council and the Mayor may be necessary to enhance specific providers of recruitment and training services or to direct them to focus existing resources on this endeavor. If the Arena project is approved, Agency staff will report back in 90 days with program details.

For the management/operations phase of the Arena project, a continuing commitment to participating in existing training programs and to the hiring of trainees by the developer/arena

management entities and related businesses has been pledged. It is anticipated that the continuing phase of the outreach/training program will also utilize JTPA funds beginning in 1998-99 for program activities and administration by the Community Development Department. A goal of the program will be to provide job availability for the community work force over the long term. Potential program elements include customized job training and on-the-job training. The duration of this phase will be dependent upon funding availability as well as other considerations such as community need and level of activity. Since more time is available to develop this component of the program prior to the expected 1999 opening of the Arena, staff will report back in six months with program details.

2. Small Business Development

The Arena project is expected to stimulate the development and growth of small businesses in the surrounding community and the City. Business opportunities may include providing services and products directly to the Arena and its operators as well as restaurant, entertainment, retail and service-oriented enterprises which will serve the patrons of the Arena. In an effort to involve inner-city residents and entrepreneurs in these opportunities, a small business development program, administered by the Community Development Department, is proposed which would provide training and access to capital for the start-up of new businesses and for the expansion of existing small businesses. The program could be organized and operated as a clearinghouse.

The purpose of the clearinghouse would be to create a one-stop information and resource center to assist local and minority owned businesses in participating in anticipated economic opportunities associated with Arena development and operation. The clearinghouse would require staffing by two individuals and funding from City resources.

The proposed activities of the clearinghouse would include:

a) Provision of information and referral - Staff of the clearinghouse would be knowledgeable about the status of Arena development and operations activities, specifically as it relates to construction, vendor supply needs and on-site/off-site business opportunities. The clearinghouse would have a published phone number for businesses wishing to take advantage of these potential opportunities. Staff would coordinate with the Arena developer and management entity to link businesses with the appropriate Arena personnel.

b) Outreach - Clearinghouse staff would implement a business outreach program to seek out local and minority owned businesses. The outreach would include compiling a data base of businesses within targeted areas of the City and notifying businesses as specific opportunities arise. The clearinghouse might also prepare and circulate a periodic newsletter to businesses in the data base.

c) Technical assistance - The Community Development Department currently administers an Entrepreneurial Training Program for the purpose of facilitating self-employment and business expansion in impoverished areas of the City. This program has the capacity to serve both individuals seeking to start new businesses as well as fledgling business operators seeking to expand, thereby creating jobs for local residents. Training is provided by contracted agencies and covers all aspects of successful business planning, including feasibility analysis, marketing, accounting/bookkeeping, business financing, sales techniques, personnel management, and permitting/licensing requirements. Entrepreneurial Training Program activities are currently funded entirely with CDBG moneys, which require that self-employment and job creation outcomes benefit low/moderate income individuals.

With slight modifications, the City's Entrepreneurial Training Program may be utilized to support business start-up and development near the Arena. It is anticipated that training will need to focus on the provision of products and services needed to directly support Arena operations, as well as the identification of complementary markets which will emerge from the Arena's presence. Entrepreneurs also need to gain a thorough understanding of local hiring objectives. Therefore, it appears that existing training programs will need to be tailored to address the various market analysis, product/service development, and employment issues arising from Arena development.

The City's Business Assistance Center (BAC) Program is an additional technical assistance resource currently in operation. This program provides existing small business owners with assessment, loan packaging, individualized technical assistance, and referral services. Business Assistance Centers are operated by contracted agencies supported with CDBG funds. In order to meet CDBG eligibility, centers must serve businesses located in one of five established City target areas. As there are currently three BAC target areas within a three mile radius of the proposed Arena site, the Community Development Department reports that this activity can be incorporated into the Small Business Development component without a need for additional funding.

Because entrepreneurial training services are expected to be needed in mid-1998, the City has the option of amending existing program contract(s) or conducting an RFP process for this activity. Funding to provide this training must also be secured. Although it is not yet determined how many current and potential business owners will need training, it is estimated that an amount between $100,000 to $150,000 would fund training for 100 participants.

d) Financial assistance - Staff of the clearinghouse would link business loan applicants with potential lenders and with technical assistance providers who could assist with loan

applications. Potential lenders include the Community Development Bank, the Community Financial Resource Center and private financial institutions. The Community Development Bank has agreed in principle to earmark loan funds for the program. The Community Development Bank and the Los Angeles Local Development Corporation should be requested to work with the Community Development Department to develop a loan fund.

Implementation of the small business development program, as proposed, will require further action by the Mayor and City Council. The establishment of the clearinghouse and additional funding for the Entrepreneurial Training Program are among the items which need to be further detailed. If the Arena project is approved, Agency staff will report back in six months with program details.

3. M/WBE Participation in the Development and Operations Phases of the Arena Project

The Arena project is expected to provide numerous business opportunities for local firms in both its construction and operations phases. The developer acknowledges the policy of the Agency to promote and ensure economic advancement of minorities and women as well as other economically disadvantaged persons through the award of contracts and subcontracts relative to the construction and operations of the Arena project. The Agency's goal is that contracts and subcontracts awarded by developers and their prime contractors be to MBE firms in a dollar amount that is equal to 20%, and WBE firms in a dollar amount equal to 5% of the aggregate sum of all contracts to be awarded. In this program the developer has committed to set a goal of 25% combined participation by minority and women owned businesses in the development and operations phases of the Arena project. In furtherance of this goal, the developer, working in conjunction with the Agency and the Community Development Department, proposes to:

- mount an aggressive outreach effort to promote awareness of opportunities and to encourage participation by MBE/WBE firms; and

- provide for RFP/RFQ and bid preparation seminars to encourage effective and competitive participation by MBE/WBE firms.

For the construction phase, reporting and monitoring functions will be conducted and funded through the Agency's work program and budget for the Arena project. For the management/operations phase, the MBE/WBE goals and reporting requirements will be stipulated in covenants and agreements. The Agency will also monitor ongoing compliance.

4. Prevailing Wages

Pursuant to CRA policy, all workers employed in connection with the development of the Arena will be paid not less than the prevailing rates of wages, as provided in the statutes applicable

to the Agency's public works contracts, including without limitation Sections 33423-33426 of the California Health and Safety Code, in accordance with the Agency's "Policy on Payment of Prevailing Wages by Private Redevelopers or Owner-Participants" dated February, 1986. The Agency will monitor Prevailing Wages in the normal fashion.

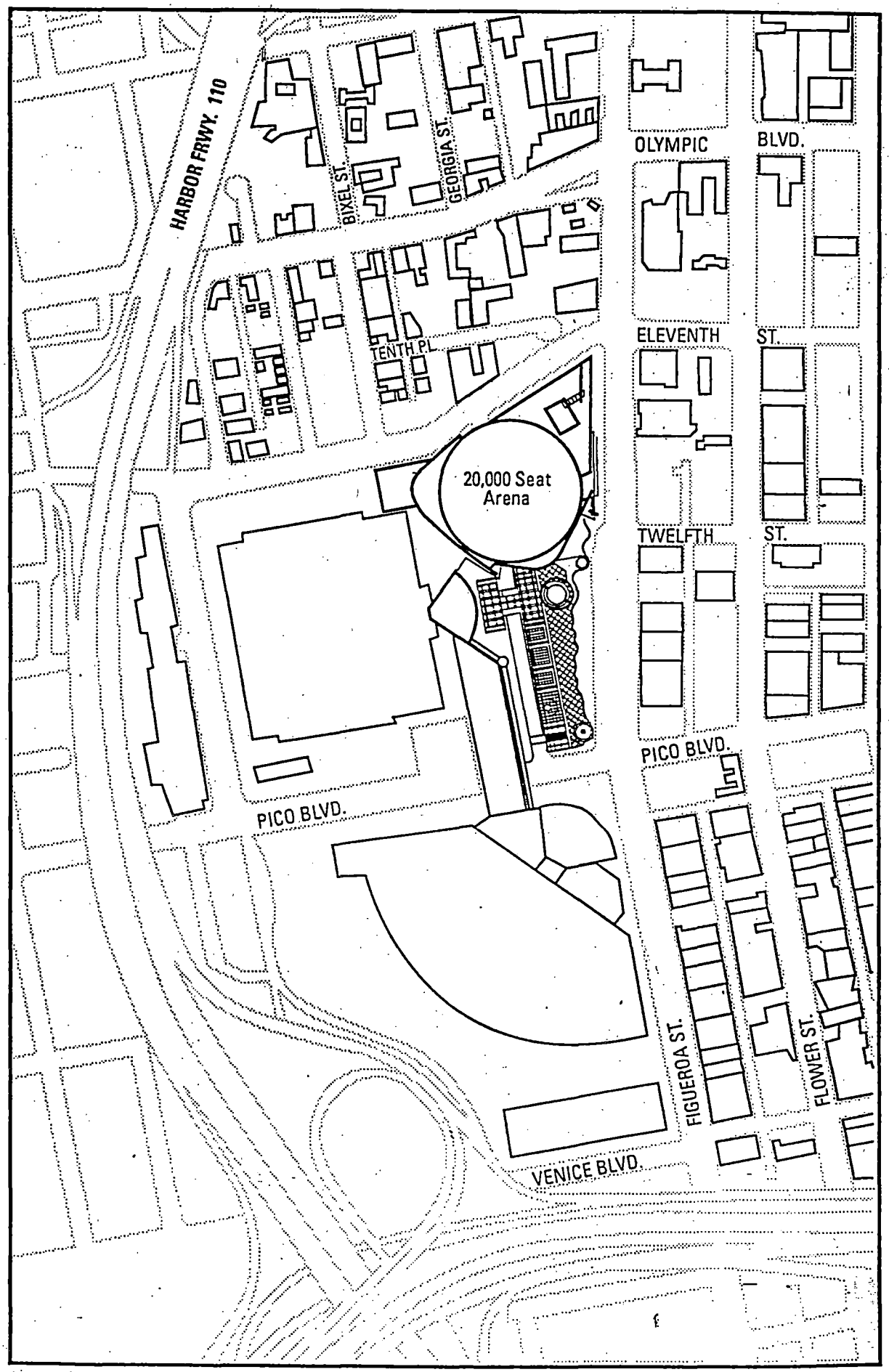
SUMMARY

The proposed employment and business enhancement programs will constitute a concerted and coordinated effort on the part of the City, the Agency and the developer to extend the benefits of the Los Angeles Arena project to the community. The four programs are:

- outreach/training for construction and permanent jobs;
- small business development;
- MBE/WBE participation in the development and operations phases of the Arena project; and
- prevailing wage monitoring.

The Agency will administer and implement the MBE/WBE and prevailing wage programs. The Community Development Department will identify the specific program elements of, and administer and implement the job outreach/training and small business development programs.

South Park ß Proposed Sports Arena Project CRA/LA



2

REPORT TO AGENCY COMMISSIONERS

ON

RELOCATION AND REPLACEMENT HOUSING ISSUES FOR THE ARENA PROJECT

MARCH 6, 1997

PURPOSE

The purpose of this report is to seek guidance on an approach to the relocation and replacement housing elements of the Los Angeles Arena project.

BACKGROUND

The Community Redevelopment Agency of the City of Los Angeles is tasked with numerous components of the proposed Los Angeles Arena project.

Among other things, the Agency will:

* Lease the property for the project to the developer.

* Act as 'Lead Agency' in the environmental review process.

* Coordinate design review of the project.

* Acquire and transfer the parking property to the developer.

* Develop and implement programs in conjunction with the Community Development Department and the Los Angeles Community Development Bank that will link job and business opportunities created as a function of the Arena project to local residents and entrepreneurs.

* Relocate the Los Angles Unified School District child care center located on the parking property.

* Coordinate an inter-departmental oversight committee that will insure that City departments are fully engaged and expediting the approval of entitlements and permits so that the construction of the arena proceeds on time and on budget.

The involvement of the Agency in property acquisition, and the subsequent transfer of acquired property, imposes several legal requirements on the Agency. The property will have to be

transferred to the developer pursuant to a formal agreement known as a Disposition and Development Agreement (DDA). The property must be disposed of at a value that reflects its market worth based on the proposed project and conditions or restrictions imposed on the development of the property set forth in the DDA.

The Agency will attempt to acquire needed property from existing owners through willing seller 'arms length' transactions. This presumes sellers who are willing to sell at a fair market value, based on independent appraisals of the property. Only when no reasonable settlement can be reached will the Agency use its eminent domain power to obtain the property.

Whether or not eminent domain is invoked, the acquisition by the Agency of property for redevelopment purposes imposes requirements for relocation of existing tenants and businesses and replacement of any housing units to be removed. The legally mandated relocation and replacement housing provisions are detailed on Attachment 1 to this report. The formal documents detailing the specifics of the relocation and replacement housing plans must be adopted by the Agency Board prior to approval of the DDA, which is expected to occur in June 1997, following completion of the Environmental Impact Report.

Relocation vs. Replacement Housing

Prior to discussing our proposed approach to residential relocation or replacement housing, it is important to distinguish between the relocation of residents and the replacement of the housing units.

The residential relocation requirement addresses itself to assistance to the individuals and families who are displaced. The proposed financing plan for the Arena includes sufficient funds for the Agency to meet all of the legal requirements of the relocation law including moving expenses and rental or acquisition assistance. The City Council has instructed the Agency to insure that relocatees are treated fairly and with respect and are provided the opportunity to move into improved housing situations, which we will do.

The replacement housing requirement addresses itself to the units removed as opposed to the residents who are displaced. There is no legal requirement that residents who are displaced be placed into the units to be designated as replacement housing. In fact, the law seems to anticipate that this will not occur in that it provides a four year period for the replacement housing to be put in place. Nevertheless, the City Council has requested that, to the extent feasible, we make it possible for residents who are displaced to be relocated into the replacement units, which we will make every effort to do.

With this background having been stated, the Agency proposes the following program.

Residential Relocation

Concurrent with the execution of the Memorandum of Understanding between the City, Agency, and Developers, the Agency will identify experienced, locally based non-profit organization(s) with strong roots in the community, to partner with the Agency to assist in the relocation process. The Agency will then initiate meetings with the residents to explain their rights under the law. The Agency will also conduct a door-to-door survey to ascertain the relocation housing needs of the existing tenants. Emphasis will be placed on staff having multi-lingual interpretive skills and cultural sensitivity.

When project funds are available from the City, and as properties are then acquired, relocation can commence. We anticipate that households will have a variety of relocation preferences. Some families may wish to relocate to other nearby, currently existing housing units. Some may wish to use their relocation payment as a down payment on a home ownership opportunity. Some may choose to leave the area. Some may ask to be located in replacement housing, described below, which becomes available in an appropriate time frame. Many may wish to stay put as long as possible, others may wish to move right away, depending on factors such as job requirements or school calendars.

To the maximum extent possible, the Agency will accommodate the individual family's desires and needs. Sufficient staff resources with bilingual capabilities will be devoted to the

project to ensure that each household will receive the technical assistance and referral services required. The goal is to improve the overall quality of life for displaced residents by providing them with decent, safe, sanitary and affordable housing of adequate size for the household and with convenient access to employment opportunities, schools and neighborhood services.

The Council has asked that we maximize the opportunities for those displaced by the project to locate in new or substantially rehabilitated units in the surrounding area. This will be done to the extent desired by the residents and to the extent that the replacement units become available in time.

While the detailed survey work that will exactly and specifically characterize the composition of the families on the site remains to be done, we have based our preliminary relocation planning on the following set of assumptions which are, in part, based our experiences with the Convention Center relocation, conducted in 1986 through 1989:

Units on site:	188 (184 occupied)
Estimated number of families to be relocated based on 25 % over-crowding:	255
Estimated spread of needed unit configuration:	
0/1 Bedroom	117
2 Bedrooms	47
3 Bedrooms	78
4 Bedroom	13
	255

Business Relocation

This element will be handled by Agency staff pursuant to state law as property is acquired. Funds are available within the framework of the development agreement to handle this aspect as part of the acquisition process.

Replacement Housing

As noted above, there is a distinct legal differentiation between the relocation requirement and the replacement housing

requirement. There is no legal requirement that displacees be relocated into the units that constitute the replacement housing.

As noted in Attachment 1, pursuant to the CBD Redevelopment Plan, thirty (30) percent of the replacement housing must be located in the Central Business District (CBD) Redevelopment Project Area (see attached map for project boundaries). The balance (70 percent) can be legally provided elsewhere. The only modifier to this provision is that all of the replacement elderly units must be within the CBD. There is no legal requirement that funds for replacement housing have to come from the specific redevelopment project that triggers the need for replacement. Funding may come from a variety of sources, both public and private, from inside or outside the project area.

The legal requirement for units to be replaced is 188. Against this requirement is arrayed the Agency's current pipeline of projects, all of which could be used to meet some portion of the legal requirement. There are 309 units currently under construction in eight projects and an additional 972 units in the financial pipeline (see Attachment 2). In addition, existing housing stock is being improved by rehabilitation activity funded by the Agency ($9 million is budgeted for housing rehabilitation in the Agency's various project areas; see Attachment 3).

Staff has concluded that the full legal requirement for the 188 units of replacement housing can be met from the Agency's current funded housing 'pipeline' (see Attachment 2). That pipeline can be summarized as follows:

Total Units Currently Under Construction:

8 Housing Projects	309 Units
Agency Funding	$ 8 Million
Total Valuation	$ 37 Million

Total Units in Specifically Identified Projects in Financial 'Pipeline':

26 Housing Projects	972 Units
Agency Funding	$ 31 Million
Total Valuation (est.)	$ 73 Million

This pipeline does not include projects separately funded by the Los Angeles Housing Department.

The Agency understands the City Council's desire that the bulk of any additional replacement units be located in close proximity to the Arena site and used as a relocation resource for displaced residents. I concur that this is the ideal objective. We must, however, recognize that, other than pipeline projects already under construction, the expected timing on the construction of additional replacement units will make this very difficult to accomplish. It can take new housing projects from two to three years to complete, starting with the selecting a developer, preparing plans, securing financing and completing construction. Additionally, the Agency should not limit the geographical options of displaced households in the search for decent, safe and affordable relocation housing, especially if households prefer to move to other communities. Nevertheless, we will endeavor to meet this objective.

The most likely 'pipeline' candidates, some of which are under construction, which could also serve as a relocation resource include:

Central Business District

Ninth St. Housing (Eexcel)	79 Units	900 S. Grand
Flower Street Seniors	75 Units	1010 S. Flower St.
Villa de la Esperanza (Sr)	96 Units	1359 S. Hope St.
Palmer House (SRO)	67 Units	534 S. Wall St.
Total	317 Units	

Citywide

Irolo Housing	32 Units	3315 W. 8th St.
1747 Normandie Apts.	16 Units	1747 N. Normandie
Wisconsin III	28 Units	1025 W. 38th St.
Total	76 Units	

As shown on Attachment 2, there are numerous other pipeline projects. The Agency includes provisions for priority placement of displacees in each of its housing agreements.

Housing 'Beyond' the Pipeline

Notwithstanding the fact that the Agency can fully satisfy all legal requirements for replacement housing from the existing pipeline, and believes that adequate relocation housing resources exist to meet the needs of the proposed project, the City Council has asked the Agency to suggest means by which we could generate more housing, beyond the existing pipeline, which could also, if possible, be used by those being relocated. The policy considerations involved in City Council's request include:

1) A belief that if relocatees are placed into 'pipeline' units, they will simply 'bump' some other family that also needs the housing opportunity; and,

2) A preference to place relocatees into new units in the immediate area, should they so desire.

The Agency staff would love nothing better than to accommodate the Council's desire, and will endeavor to do so. Major constraints, however, are money and time.

With respect to money, the financing of 255 (the estimate of the number of families to be relocated) units of new replacement housing (beyond the pipeline) affordable to low-and very low-income tenants within the surrounding area would probably take at least $13,000,000 (approximately $51,000 per unit) in local subsidy given experience in current housing funding programs. The target of 255 is used based on actual occupancy as opposed to 188, which is the number of units to be legally replaced as a result of the proposed project. This is subsidy, not amortizable debt or tax credit driven equity, which would be needed in addition to the subsidy amount.

The Agency has met and conferred with the Los Angeles Housing Department (LAHD) regarding this matter. While they are most eager to help, discussions with LAHD have not uncovered any new or heretofore unknown source of funding for net new housing beyond the Agency's pipeline. In fact, they, like the Agency, are already struggling to fund their current pipeline projects

given reductions in and heightened competition for federal resources and tax credits.

Financial Recommendations

Given the fact that the proposed Los Angeles Arena project itself cannot bear any additional financial burden based on the hard won negotiations which have brought us to this point, the options for raising new money for units beyond the pipeline are limited to the following:

1) The Agency recently agreed to transfer $24.4 million to the City as the final segment of a total $80.6 million transfer over the past three years. The Agency has already transferred $76.1 million of that total but was holding back on the final $4.5 million pending execution of certain reciprocal agreements with the Community Development Department.

   If the City were willing to forgo that final $4.5 million transfer, I would recommend using these funds to finance additional designated replacement housing beyond the Agency's current housing production pipeline. Alternatively, the Agency could agree to remit the $4.5 to the City out of future tax increment revenues, effectively converting the Agency's obligation to the City into a loan.

   The Mayor's Office supports the use of the $4.5 million for a designated replacement housing program provided the City's mid-year budget report indicates that there will be adequate revenues to cover budgeted General Fund expenditures.

   The $4.5 million, combined with $200,000 of the $700,000 which will be repaid to the Agency by the City for early appraisal work on the Arena parking properties can be combined to make a $4.7 million contribution to the replacement housing effort (the remaining balance of $500,000 is required for staff costs).

   This $4.9 million allocation would allow us to begin to get beyond the pipeline. We could begin immediately and potentially have approximately 95 new units available for

occupancy in two years from the time the City approves the Arena Memorandum of Understanding (MOU).

2) To fulfill the intent of the Council that all replacement units come from funding beyond the pipeline, however, additional strategies would have to be considered in order to raise the additional $8-9 million required (beyond the $4.7 million discussed in (1) above). Options include:

a) The projected revenues from the Arena project were very conservatively estimated. The City could commit all or a portion of the fees or tax revenues raised from the Los Angeles Arena project in excess of those needed to amortize the $70 million needed for the project to a trust fund for additional replacement housing and other community services and programs. This commitment could be capped at $6 million (or the revenue stream needed to raise $6 million). Such a revenue stream could be committed to housing projects in a way that could best leverage other funding resources. Since the trust fund money would flow only from perfected, as opposed to prospective, revenue streams, any risk to the general fund would be eliminated.

b) The Agency has several sites not tied up in the current pipeline that could be used to facilitate the development of replacement units. The use of Agency-owned sites and sites where the Agency has already provided acquisition funds to a developer would reduce the total number of dollars required to achieve the replacement goal in that limited public resources would not be used for site control and land acquisition. In particular, there are four sites that can be developed with approximately 150 affordable units (see Attachment 2) not in the current pipeline, that could be made available. In the context of current housing development costs, these sites would contribute $3 million toward the expense of developing additional units. (Land costs represent approximately $20,000 of the $51,000 average per unit Agency subsidy.)

c) Although this option is more difficult administratively, the Agency could work with the non-profit community to rehabilitate abandoned units in various project

areas where rehabilitation funds exist (See Attachment 3) in order to provide some additional units and further reduce the subsidy amount needed. However, this activity would simply displace the ongoing rehabilitation programs currently targeted primarily to homeowner, and would have the same shortcoming of possibly "bumping" other people in need of housing as discussed above.

The Agency would be pleased to work under any of these scenarios, but without a positive City decision on items 1 and 2a, the desire to fully meet the replacement requirement from units that go beyond the current pipeline will not be met.

SUMMARY

* Legally, relocation of residents and replacement housing are two different requirements.

* The City will provide sufficient funds to satisfy all of its legally mandated relocation requirements (both residential and commercial) and the Agency has sufficient pipeline units to satisfy all of its legally mandated replacement housing requirements.

* We understand and will comply with the Council request to handle relocation in a humane and sensitive fashion and to place residents into housing which is an improvement over their existing situation.

* We also understand the desire to develop replacement housing above and beyond that which is in the current pipeline and to achieve it on a timely basis, and to use both current and additional new housing for relocation purposes.

* We have suggested several alternatives for financing this additional housing objective, including use of funds the Agency would otherwise be transferring to the City and/or establishment of a housing trust fund from Arena revenues to the City in excess of those needed to service debt on the Arena project itself. Other ideas include use of existing Agency-owned sites or rehabilitation funds available in

other project areas to expand the supply of relocation units.

* While housing beyond the pipeline is a laudable objective, it should be recognized that providing it within the time frame of the relocation will be extremely difficult, if not impossible, and that reliance on the existing pipeline, to the extent available, as a relocation resource will probably be necessary.

RECOMMENDATIONS

1. Accept the approach outlined to meet the relocation and replacement housing requirements of the proposed project.

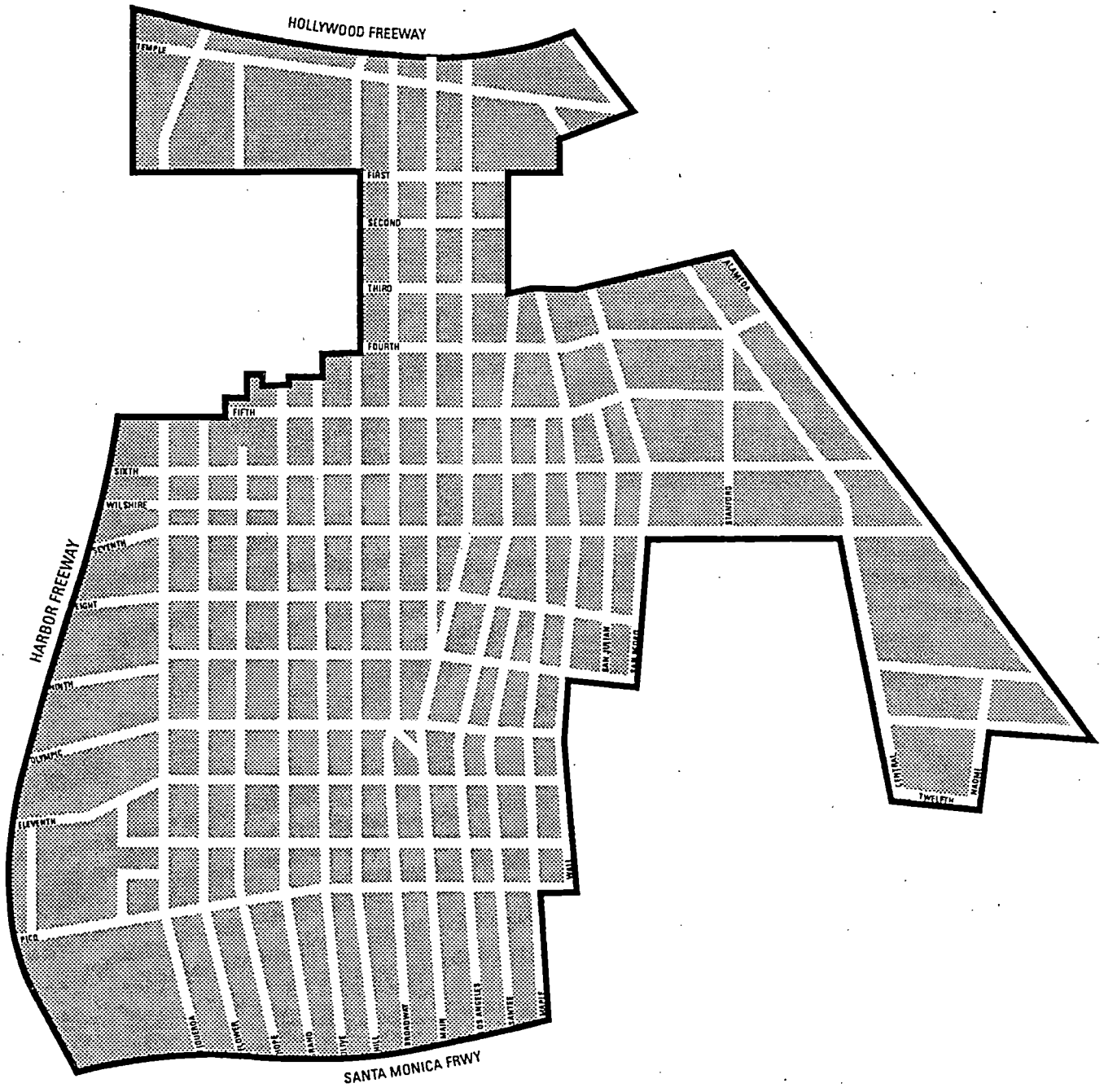
2. Provide conceptual guidance on the acceptability of pursuing funding options 1 and 2a above to move beyond the current pipeline.

3. Direct Agency staff to incorporate the approach and selected funding options into formal relocation and replacement housing plans to be presented prior to the approval of the DDA.

John E. Molloy

Central Business District

Redevelopment Project



Attachment 1

LA Arena Project 2/97

Relocation Issues

- The LA Arena Project will result in the relocation of low income households and various businesses; the current estimate is approximately **184 occupied units** of low income housing and approximately **46 businesses.**
- The Agency must comply with the requirements of California relocation law (Government Code Section 7260 et seq) which sets forth the amount and type of benefits an individual is eligible to receive as a displaced business or resident.
- It is expected that the majority of residential displacees will be very low- and low-income households and that they are currently housed in substandard conditions.

Relocation Rules (State Law requirements)

(1) Prior to the approval of the Disposition and Development Agreement and initiating any relocation activity, the Agency must prepare and adopt a Relocation Plan.

(2) The Relocation Plan must include detailed descriptions of the area subject to relocation; the plan must also include information regarding the relocation needs of the persons to be displaced, including income, monthly housing costs, and housing needs, and a cost estimate for meeting these needs.

(3) 30 days prior to Agency approval of the Plan, a copy must be made available to all potential displacees and to the State Department of Housing and Community Development.

(4) The Agency must also provide persons to be displaced with information regarding displacement and relocation and to provide counseling and assistance; written information must be distributed no less than 15 days following initiation of negotiations for acquisition of the property in which the displacee resides or conducts business.

(5) The Agency must also establish a grievance procedure for any displaced person who is dissatisfied with the Agency's determination of relocation benefits.

(6) Any person or business that moves as a result of Agency acquisition activity is entitled to relocation benefits.

(7) Businesses are entitled to actual moving expenses including transportation and storage; a business may take a fixed payment in lieu of actual moving expenses (max. $20,000); businesses are also entitled to reimbursement of costs to reestablish the business not to exceed $10,000 and reimbursement up to $1,000 for costs incurred in the search for a replacement site.

(8) Residential relocation benefits include actual moving expenses or a fixed payment based upon the number of rooms for either homeowners or tenants.

(9) In addition, homeowners are entitled to a one-time replacement housing payment not to exceed $22,500 which is the difference between acquisition cost and the cost of the replacement unit, plus any other eligible cost such as closing costs.

(10) In addition to moving expenses, tenants are entitled to a relocation housing payment not to exceed $5,250 which is the difference between the monthly rental cost of the relocation unit and 25% of the displacee's income for a 48 month period.

(11) If comparable relocation housing is not available at a cost affordable to the displacee, then the Agency must either terminate the relocation or provide comparable relocation housing.

c:ArReloc

Replacement Housing Issues

- Preliminary estimates indicate a total of **188 units** will be removed as a result of the proposed project (includes four units demolished 12/96).
- Prior to Agency approval of the Disposition and Development Agreement for the Arena project, and prior to any tenant relocation or the demolition of units, the Agency will prepare and approve a Replacement Housing Plan along with a Relocation Housing Plan noted above .

Replacement Housing Rules: based on State redevelopment law and the CBD Replacement Housing Rules (more restrictive requirement applies).

(1) Very low, low and moderate income units removed as a result of the project must be replaced within four years after they are destroyed or removed from the market.

(2) Replacement units must be decent, safe and sanitary and standard in terms of the intended occupancy, and comparable in size, number of bedrooms and other living areas as those units demolished (total number of units constructed may be less than the number of units demolished provided the number of bedrooms produced is the same as the number removed).

(3) Replacement units must be new or newly rehabilitated.

(4) Replacement units must be made available for sale or rental to persons or families of very low, low or moderate income for the longest feasible time but not less than 30 years.

(5) Not less than 30% of the replacement housing units must be constructed in the CBD Project Area; 70% may be constructed outside the project area; the exception to this rule is that all units occupied by the elderly must be replaced within the project area.

ATTACHMENT 2

A. (356) UNITS RECENTLY COMPLETED AND OCCUPIED

1. Rio Vista, N.E.C. Olympic and Rio Vista, 75 new units
2. Brynview Terrace, 6603 Brynhurst Avenue, 8 new units
3. Adams West, S.W.C. Adams and Western, 52 new units
4. Villa Metropolitano, 1324 S. Hope St., 53 rehab units
5. Villa del Pueblo, 1401 S. Hope St., 79 new units
6. Casa Heiwa, 3rd & Los Angeles Sts., 100 new units
7. Boyd Hotel, 224 S. Boyd Street, 61 rehab units

B. (309) UNITS CURRENTLY UNDER CONSTRUCTION AND NOT YET LEASED

1. Menlo Sr. Citizens, 2620, 2625-2653 Menlo, 19 rehab units
2. Silvercrest, 5941 Hollywood Blvd., 99 new units
3. Gerald Shaver 2, 5308 Riverton Avenue, 7 rehab units
4. Gerald Shaver 1, 5260 Riverton Avenue, 7 rehab units
5. Harmony Gardens, 5239-5243 Harmony Avenue, 7 new units
6. Golden Years Sr. Hsg., Otsego & Tujunga, 91 new units
7. Ninth Street Hsg., 900 S. Grand Avenue, 79 new units

C. *(972) UNITS IN SPECIFICALLY IDENTIFIED PROJECTS IN FINANCIAL PIPELINE*

1. Hoover Sr., 6200 S. Hoover, 38 new units
2. Ave. Townhomes, 4601, 4700 & 5265 S. Central Ave., 35 new
3. Palmer House, 534 S. Wall, 67 rehab units
4. Cesar Terrace, 555 Cesar Chavez, 44 new units
5. Rampart Apartments, 401-512 Rampart, 68 rehab units
6. Freedom House, 845 S. Lake, 32 rehab units

7. Irolo Housing, 3315-3329 W. 8th Street, 32 Units
8. Project New Hope, 1124 Palos Verdes Street, 10 new units
9. 1747 Normandie Apts., 1747 N. Normandie Ave., 16 new units
10. Wisconsin III, 1025, 1041 W. 38th St.& 3790 Wisconsin, 28 new units
11. Wilcox Apartments, 1805 N. Wilcox, 23 rehab units
12. Hollywest, N.E.C. Hollywood and Western, 100 new units
13. Casa Verde, 1552 N. Hudson Avenue, 30 new units
14. Western/Carlton I, S.E.C. Western & Hollywood, 85 new units
15. 94th & Broadway, S.W.C. 94th St. & Broadway, 45 new units
16. Jefferson/Harvard Project, Jefferson & Harvard, 6 units
17. Steve Pakkidis 2, 11311 Burbank Place, 5 rehab units
18. Steve Pakkidis 1, 5716 Tujunga Avenue, 20 rehab units
19. Mark Kaufman 2, 5714-18 Elmer Avenue, 8 rehab units
20. 5722-28 Elmer Ave. Apts, 5722-28 Elmer Ave., 10 new units
21. Jesus Gonzales, 5050 Bakman, 6 rehab units
22. Elmer Condos, 5623-33 Elmer Avenue, 10 new units
23. Garden Villas, 5526 Klump Avenue, 26 new units
24. Villa De La Esperanza, 1359-1401 S. Hope St., 96 new units
25. Flower St. Seniors, 1010 S. Flower Street, 75 new units
26. Amistad Plaza, 6050-6130 S. Western Avenue, 57 new units

D. *AVAILABLE HOUSING DEVELOPMENT SITES NOT ENCUMBERED IN CURRENT FINANCIAL PIPELINE (4 SITES)*

SOUTH PARK

1. 11th and Hope (CRA Owned)
2. 11th and Flower (CRA Owned)
3. Olympic and Hope (CRA Owned)

CITY WIDE

4. Grandview Nine (Privately owned - PACE)
   (2300-2326 W. 9th and 916-920 Parkview)

ATTACHMENT 3

PROJECT AREA HOUSING PROGRAMS

FUNDS AVAILABLE IN CURRENT FISCAL YEAR

PROJECT AREA	PROGRAM	BUDGET (including labor)
Adams Normandie	Residential Rehabilitation	$752,750
Adams Normandie	Move-On Program	928,801
Adams Normandie	Historic Preservation	372,000
Boyle Heights I	Residential Rehabilitation	492,055
Boyle Heights II	Residential Rehabilitation	519,788
Crenshaw	New Housing Initiatives	234,000
East Hollywood	Residential Rehabilitation	110,700
Hollywood	Residential Rehabilitation	607,000
Lincoln Heights I	Residential Rehabilitation	482,000
Laurel Canyon	Residential Rehabilitation	105,300
Normandie 5	Residential Rehabilitation	224,100
Normandie 5	Scattered Site Housing	475,800
North Hollywood	Residential Rehabilitation	1,126,323
North Hollywood	First time Homebuyers	86,400
Pico Union I	Residential Rehabilitation	446,800
Pico Union I	Home Buyers Program	420,000
Pacoima	Housing Rehabilitation	239,500
Reseda/Canoga Park	Residential Rehabilitation	318,000
Watts	Residential Rehabilitation	1,380,000
		$ 9,321,317

J. MICHAEL CAREY
CITY CLERK

CITY OF LOS ANGELES
CALIFORNIA

OFFICE OF THE
CITY CLERK
ROOM 395, CITY HALL
LOS ANGELES, CA 90012
(213) 485-5708
FAX (213) 237-0636

RICHARD J. RIORDAN
MAYOR

96-1590-S1

PLACE IN FILES
JAN 22 1996
DEPUTY

January 16, 1997

Councilmember Walters
Councilmember Ferraro
Councilmember Alatorre
Councilmember Hernandez
Councilmember Svorinich
Councilmember Goldberg
Chief Legislative Analyst,
Attn: R. Deaton
Community Redevelopment Agency
L.A. Convention Center Authority
L.A. Visitors & Convention Bureau

L.A. Arena Company, LLC
13191 Crossroads Parkway North
Sixth Floor
City of Industry, CA 91746-4301

Board of Referred Powers,
Attn: B. Speedie
Housing Department
Community Development Department
City Administrative Officer
City Attorney

RE: PROPOSAL AND NEGOTIATIONS FOR THE DEVELOPMENT OF A SPORTS AND ENTERTAINMENT ARENA FOR THE LOS ANGELES KINGS NHL HOCKEY TEAM AND THE LOS ANGELES LAKERS NBA BASKETBALL TEAM

At the meeting of the Council held January 15, 1997, the following action was taken:

Attached report adopted	
Attached motion ( ) adopted	
Attached resolution adopted	
Motion adopted to approve attached report, as amended	X
Amending Motion (Hernandez - Walters - Goldberg) adopted	X
To the Mayor FORTHWITH	
Mayor concurred	
Findings adopted	
Negative Declaration adopted	

J. Michael Carey

City Clerk
et

steno\961590.1

Recyclable and made from recycled waste.

CALLED SPECIAL

26

AD HOC COMMITTEE ON L.A. ARENA PROPOSAL
Report/Communciation for signature

Council File Number 96-1590-S1

Committee Meeting Date 1-13-97

Council Date 1-15-97

COMMITTEE MEMBER	YES	NO	ABSENT
COUNCILMEMBER RITA WALTERS, Chair	✓		
COUNCILMEMBER FERRARO	✓		
COUNCILMEMBER ALATORRE	✓		
COUNCILMEMBER HERNANDEZ	✓		
COUNCILMEMBER SVORINICH			✓

Remarks _____

Pat Healy, Chief Legislative Assistant ♦♦♦♦ Telephone 485-4796

CITY OF LOS ANGELES SPEAKER CARD

Date: 1-15-97

Council File No., Agenda Item, or Case No.: Item # 47

I wish to speak before the CITY COUNCIL
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal (X) Against proposal ( ) General comments

Name: D. LUENING pronounced Leaning

Business or Organization Affiliation:

Address: Sunland — Tujunga 91040
Street City State Zip

Business phone: Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: Phone #:

Client Address:
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

2

CITY OF LOS ANGELES SPEAKER CARD

Date: Jan 15, 1997

Council File No., Agenda Item, or Case No.: 96-1590, #47

I wish to speak before the City Council

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?
( ) For proposal
(✓) Against proposal
( ) General comments

Name: Samuel Schitter

Business or Organization Affiliation: —

Address: 729 Onaga Ave (Street) L.A. (City) CA (State) 90042 (Zip)

Business phone: — Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: Phone #:

Client Address: (Street) (City) (State) (Zip)

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

3

CITY LOS ANGELES SPEAKER RD

Date 1/13/97

Council File No., Agenda Item, or Case No. 47

I wish to speak before the City Council (John only if you think it's needed.)
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal
( ) Against proposal
( ) General comments

Name: Carol Schatz

Business or Organization Affiliation: CCA

Address: 606 So Olive Ste 1000 LA 90014
Street City State Zip

Business phone: (213) 624-1213 Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Employer
Client Name: Central City Assoc. Phone #:

Client Address: See above
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

4

CITY OF LOS ANGELES SPEAKER CARD

Date: 11/15/97

Council File No., Agenda Item, or Case No.: #47 (Arena)

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal ( ) Against proposal ( ) General comments

Name: David Lynn

Business or Organization Affiliation: LA Area Chamber of Commerce

Address: 350 S. Bixel St. (Street) LA (City) (State) 90017 (Zip)

Business phone: 213/580-7537 Representing: L.A. Area Chamber of Commerce

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: [ ]

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

5

CITY OF LOS ANGELES SPEAKER CARD

Date: JAN. 15, 1997

Council File No., Agenda Item, or Case No.: 47

I wish to speak before the LOS ANGELES CITY COUNCIL
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal ( ) Against proposal ( ) General comments

Name: REGGIE SHORT JR.

Business or Organization Affiliation: RSA TECHNICA SUPPORT SERVICES, INC

Address: 880 WEST FIRST ST. #710 LOSANGELES, CA 90012
Street City State Zip

Business phone: (213) 687-3163 Representing: SELF

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

6

CITY OF LOS ANGELES SPEAKER CARD

Date 1-15-97

Council File No., Agenda Item, or Case No. 47

Re: SPORTS ARENA

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal ( ) Against proposal ( ) General comments

Name: MIKE PFEIFFER

Business or Organization Affiliation: SOUTH PARK STAKEHOLDERS GROUP

Address: 315 W 9th ST. L.A. 90015
Street City State Zip

Business phone: 213/612-3612 Representing: SAME

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: SAME AS ABOVE Phone #:

Client Address:
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

8

CITY LOS ANGELES SPEAKER RD

Date: 1-15-97

Council File No., Agenda Item, or Case No.: #47

I wish to speak before the ~~ADE~~ CITY COUNCIL
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal ( ) Against proposal (X) General comments

Name: ADELINA SALINAS

Business or Organization Affiliation: TENANT

Address: 924 W. OLYMPIC (Street) LOS ANGELES (City) CA (State) 90015 (Zip)

Business phone: — Representing: Arena area tenants

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

7

CITY OF LOS ANGELES SPEAKER CARD

Date: 1-15-97

Council File No., Agenda Item, or Case No.: 47

I wish to speak before the COUNCIL
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal ( ) Against proposal ( ) General comments

Name: ENRIQUE VELASQUEZ

Business or Organization Affiliation: INQUILINOS UNIDOS

Address: 660 S. BONNIE BRAE ST. L.A. CA 90057
Street City State Zip

Business phone: 213-483-7497 Representing: TENANTS

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: [ ]

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

9

CITY LOS ANGELES SPEAKER RD

Date: 1.15.97

Council File No., Agenda Item, or Case No.: #47

I wish to speak before the CITY COUNCIL
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal ( ) Against proposal (X) General comments

Name: IRENE SOLANO

Business or Organization Affiliation: TENANT

Address: 747 W. 10th Pl. (Street) LOS ANGELES (City) CA (State) 90015 (Zip)

Business phone: _____ Representing: Arena area tenants

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

10

CITY OF LOS ANGELES SPEAKER CARD

Date	Council File No., Agenda Item, or Case No.

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal ( ) Against proposal (✓) General comments

Name: Nancy Ramirez

Business or Organization Affiliation: MALDEF

Address: 634 Spring St (Street) LA (City) CA (State) 90014 (Zip)

Business phone: 213-629-2512 Representing: MALDEF

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

11

CITY OF LOS ANGELES SPEAKER CARD

Date: 1.15.97

Council File No., Agenda Item, or Case No.: #47

I wish to speak before the CITY COUNCIL
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal ( ) Against proposal (X) General comments

Name: EUFEMIA VILLEGAS

Business or Organization Affiliation: TENANT

Address: 1049 S. BIXEL (Street) LOS ANGELES (City) CA (State) 90015 (Zip)

~~Business~~ Home phone: 748-0373 Representing: Arena area tenants

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

12

CITY OF LOS ANGELES SPEAKER CARD

Date: 1.15.97

Council File No., Agenda Item, or Case No.: #47

I wish to speak before the City Council

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal ( ) Against proposal (X) General comments

Name: Anne Crawford

Business or Organization Affiliation: St. Francis Center

Address: 1203 S. Santee (Street) Los Angeles (City) CA (State) 90015 (Zip)

Business phone: 213.747.0851 Representing: Arena area tenants

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

13

CITY OF LOS ANGELES SPEAKER CARD

Date: 01-15-97

Council File No., Agenda Item, or Case No.: 47

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal ( ) Against proposal (X) General comments

Name:

Business or Organization Affiliation: African American Unity Center (AAUC)

Address: 5300 S. Vermont Ave (Street) LA (City) (State) 90037 (Zip)

Business phone: (213) 789-7305 Representing: AAUC

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: Phone #:

Client Address: (Street) (City) (State) (Zip)

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

14

CITY OF LOS ANGELES SPEAKER CARD

Date: 01-15-97

Council File No., Agenda Item, or Case No.: 47

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal ( ) Against proposal (X) General comments

Name: Kenneth Collins

Business or Organization Affiliation: Brotherhood Crusade

Address: 200 E Slauson Avenue (Street) Los Angeles (City) 90011 (Zip)

Business phone: 213.846.1678 Representing: Danny J. Bakewell, Sr.

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

15

CITY OF LOS ANGELES SPEAKER CARD

Date: JAN 15, 1997

Council File No., Agenda Item, or Case No.: #47

I wish to speak before the _____
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal ( ) Against proposal (X) General comments

Name: TOT HAYES

Business or Organization Affiliation: _____

Address: _____
Street City State Zip

Business phone: _____ Representing: _____

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

16

CITY OF LOS ANGELES SPEAKER CARD

Date: Jan 15, 1997

Council File No., Agenda Item, or Case No.: 47

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal ( ) Against proposal ( ) General comments

Name: Michael Collins

Business or Organization Affiliation: LA Convention + Visitors Bureau

Address: 633 W. 5th LA CA
Street City State Zip

Business phone: _____ Representing: _____

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

17

CITY OF LOS ANGELES SPEAKER CARD

Date	Council File No., Agenda Item, or Case No.

I wish to speak before the JUANITA TATE #47
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal
( ) Against proposal
( ) General comments

Name: _____

Business or Organization Affiliation: Concerned Citizen of SCLA

Address: _____
Street City State Zip

Business phone: 846-2506 Representing: _____

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: JUANITA TATE Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

4

CIT[illegible] F LOS ANGELES SPEAKER[illegible]ARD

Date: Jan 13-97

Council File No., Agenda Item, or Case No.: Arena —

I wish to speak before the Sports Ad Hoc Arena Committee
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal ( ) Against proposal ( ) General comments

Name: Sister Diane Donoghue

Business or Organization Affiliation: Esperanza Community Housing Corp

Address: 2337 S. Figueroa St (Street) (City) CA (State) 9[illegible] (Zip)

Business phone: 213/748-7285 Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CITY OF LOS ANGELES SPEAKER CARD

Date: 1-13-97

Council File No., Agenda Item, or Case No.:

I wish to speak before the COUNCIL ARENA AD HOC COMMITTEE
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal
( ) Against proposal
( ) General comments

Name: RICHARD SLAWSON

Business or Organization Affiliation: LA/O BUILDING + CONSTRUCTION TRADES COUNCIL

Address: 1626 BEVERLY BLVD , LA , CA 90026
Street City State Zip

Business phone: 213 483-4222 Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: Phone #:

Client Address:
Street City State Zip

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CITY OF LOS ANGELES SPEAKER CARD

Date: DEC. 13, 1997

Council File No., Agenda Item, or Case No.:

I wish to speak before the AD HOC ARENA
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal ( ) Against proposal ( ) General comments

Name: TOM HAYDEN

Business or Organization Affiliation:

Address:
Street City State Zip

Business phone: Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: Phone #:

Client Address:
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CITY OF LOS ANGELES SPEAKER CARD

1

Date: 1-8-97

Council File No., Agenda Item, or Case No.:

I wish to speak before the AD-HOC COMMITTEE ON L.A ARENA Project
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal ( ) Against proposal (X) General comments

Name: ENRIQUE VELASQUEZ

Business or Organization Affiliation: INQUILINOS UNIDOS

Address: 660 S. BONNIE BRAE ST. L.A. CA 90057
Street City State Zip

Business phone: 213)483-7497 Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: Phone #:

Client Address:
Street City State Zip

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2

CITY OF LOS ANGELES SPEAKER CARD

Date: 1-18-97

Council File No., Agenda Item, or Case No.:

I wish to speak before the AD HOC COMITTEE on LA SPORTS ARENA
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?
( ) For proposal
( ) Against proposal
(X) General comments

Name: ANNE CRAWFORD

Business or Organization Affiliation: ST. FRANCIS CENTER

Address: 1203 S. SANTEE (Street) LOS ANGELES (City) CA (State) 90015 (Zip)

Business phone: 213/747-5397 Representing: ARENA AREA TENANTS

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: [ ]

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CITY OF LOS ANGELES SPEAKER CARD

4)

Date: 1-18-97

Council File No., Agenda Item, or Case No.:

I wish to speak before the AD HOC COMMITTEE on LA SPORTS ARENA
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal ( ) Against proposal (X) General comments

Name: EUFEMIA VILLEGAS

Business or Organization Affiliation: TENANT

Address: 1049 S. BIXEL ST. (Street) LOS ANGELES (City) CA (State) 90015 (Zip)

Business phone: 213/748-0343 Representing: ARENA AREA TENANTS

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

3

CITY OF LOS ANGELES SPEAKER CARD

Date: 1-8-97

Council File No., Agenda Item, or Case No.:

I wish to speak before the AD HOC COMMITTE on L.A. SPORTS ARENA
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal ( ) Against proposal (X) General comments

Name: ELISEO HERON

Business or Organization Affiliation: TENANT

Address: 763 W. 10th Pl #1 (Street) LOS ANGELES (City) CA (State) 90015 (Zip)

Business phone: 213/742-0632 Representing: ARENA AREA TENANTS.

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Client Name: _____ Phone #: _____

Client Address: _____ (Street) (City) (State) (Zip)

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CITY OF LOS ANGELES SPEAKER CARD

5

Date	Council File No., Agenda Item, or Case No.
1-18-97	

I wish to speak before the AD HOC COMMITTEE on LA SPORTS ARENA
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal ( ) Against proposal (X) General comments

Name: IRENE SOLANO

Business or Organization Affiliation: TENANT

Address: 747 W. 10th Pl (Street) LOS ANGELES (City) CA (State) 90015 (Zip)

Business phone: 213/746-1239 Representing: ARENA AREA TENANTS

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CITY OF LOS ANGELES SPEAKER CARD

6

Date: Jan 8

Council File No., Agenda Item, or Case No.:

I wish to speak before the Committee re: Sports Arena
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal (X) Against proposal (X) General comments

Name: Julia Joseph

Business or Organization Affiliation: Taxpayer

Address: 166 S Fuller Ave (Street) Los Angeles (City) CA (State) 90036 (Zip)

Business phone: (213) 626-1212 Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: Phone #:

Client Address: (Street) (City) (State) (Zip)

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

NOTICE OF LOBBYING REGISTRATION

If you are receiving compensation to make this appearance, the City's municipal lobbying ordinance (L.A.M.C. Section 48.01 et seq., as amended) may require you to register and report your lobbying activity. For more information about the City's lobbying law, contact the City Ethics Commission at (213) 237-0310, by fax at (213) 485-1093 or at 201 N. Los Angeles St., L.A. Mall, Suite 2, Los Angeles, CA 90012.

Information about lobbying the City of Los Angeles may also be found on the Internet by accessing the Ethics Commission site on the City of Los Angeles "home page" located at http://www.ci.la.ca.us

CITY OF LOS ANGELES SPEAKER CARD

7

Date: 1/8/97

Council File No., Agenda Item, or Case No.:

I wish to speak before the: AD Hoc Committee
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal ( ) Against proposal ( ) General comments

Name: HAL ROSS

Business or Organization Affiliation: Los Angeles Convention Center Authority Commission

Address: _____
Street City State Zip

Business phone: 310 471-8321 Representing: LACCAC

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

8

CITY OF LOS ANGELES SPEAKER CARD

Date 1/8/97

Council File No., Agenda Item, or Case No.

I wish to speak before the CITY COUNCIL
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal
( ) Against proposal
( ) General comments

Name: ERIC CHAUDRON

Business or Organization Affiliation: LOS ANGELES COUNTY FEDERATION OF LABOR

Address: 2130 W. 9th ST (Street) LA. (City) CA (State) 90006 (Zip)

Business phone: 213 381-5611 Representing:

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Client Name: Phone #:

Client Address: (Street) (City) (State) (Zip)

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CITY OF LOS ANGELES SPEAKER CARD

#69

Date: 1-8-97

Council File No., Agenda Item, or Case No.: A.D Hoc 96-1590 ARENA S1

I wish to speak before the CITY COUNCIL
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal ( ) Against proposal ( ) General comments

Name: WALTER R. RUDDOCK

Business or Organization Affiliation: PLASTEARERS LOCAL 200

Address: 2415 W. MAGNOLIA BLVD BURBANK CAL. 91506
Street City State Zip

Business phone: 818 881-6833 Representing: L. A.

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CITY OF LOS ANGELES SPEAKER CARD

10

Date: 8 JAN 97

Council File No., Agenda Item, or Case No.:

I wish to speak before the AD HOC COMMITTEE ON LA SPORTS ARENA
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal ( ) Against proposal ( ) General comments

Name: PAT McGOWAN

Business or Organization Affiliation: REGIONAL COUNCIL OF CARPENTERS

Address: 520 S. Virgil Ave #300 Los Angeles CA 90020
Street City State Zip

Business phone: 213 385-1457 Representing: So. Calif. Regional Council of Carpenters

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

11

CITY OF LOS ANGELES SPEAKER CARD

Date	Council File No., Agenda Item, or Case No.

I wish to speak before the Ad Hoc Comm.
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal
( ) Against proposal
( ) General comments

Name: Richard Quevedo

Business or Organization Affiliation: Laborer's Local 300

Address: 515 Shatto P. L.A. CA
Street City State Zip

Business phone: (213) Representing: Local 300

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: Phone #:

Client Address:
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CITY OF LOS ANGELES SPEAKER CARD

12

Date: 1/8/97

Council File No., Agenda Item, or Case No.:

I wish to speak before the City Council / Ad Hoc SPORTS Arena
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal ( ) Against proposal ( ) General comments

Name: FRANK MORAN

Business or Organization Affiliation: LATIN BUSINESS ASSOC President

Address: 5400 E. Olympic Blvd LA CA 9022
Street City State Zip

Business phone: 310 441-2800 Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: Phone #:

Client Address:
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CITY OF LOS ANGELES SPEAKER CARD

13

Date: 1/8/97

Council File No., Agenda Item, or Case No.: 96-1590-S1

I wish to speak before the Ad Hoc Comm. - Arena

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal
( ) Against proposal
( ) General comments

Name: DAVID LYNN

Business or Organization Affiliation: LA AREA CHAMBER OF COMMERCE

Address: 350 S. BIXEL (Street) LA (City) CA (State) 90017 (Zip)

Business phone: 213/580-7532 Representing: LA AREA CHAMBER

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

14

CITY OF LOS ANGELES SPEAKER CARD

Date 1/8/97

Council File No., Agenda Item, or Case No. Sports Arena

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal ( ) Against proposal ( ) General comments

Name: Gene HALe

Business or Organization Affiliation: Greater L.A. African Am chamber of Commerce

Address: _____
Street City State Zip

Business phone: _____ Representing: Seab

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

15

CIT F LOS ANGELES SPEAKER ARD

Date: June 8, 1997

Council File No., Agenda Item, or Case No.: 96-1590 S1, #1

I wish to speak before the Ad Hoc Committee, L.A. Alert
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal ( ) Against proposal ( ) General comments

Name: Samuel Schiffer

Business or Organization Affiliation: —

Address: 729 Orange Ave (Street) L.A. (City) CA (State) 90042 (Zip)

Business phone: — Representing: —

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CITY OF LOS ANGELES SPEAKER CARD

16

Date: 1/8/97

Council File No., Agenda Item, or Case No.: 96-1590 S1

I wish to speak before the CITY COUNCIL
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal ( ) Against proposal ( ) General comments

Name: KATHY SCHLOESSMAN

Business or Organization Affiliation: CB COMMERCIAL

Address: 533 FREMONT AVE, LA CA 90071
Street City State Zip

Business phone: 213-613-3269 Representing: SELF

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CITY OF LOS ANGELES SPEAKER CARD

17

Date: 1/8/97

Council File No., Agenda Item, or Case No.:

I wish to speak before the Council/Rd/Hac Arts Committee
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal
( ) Against proposal
( ) General comments

Name: Carol Schatz

Business or Organization Affiliation: CCA

Address: 606 So Olive LA Calif 90014
Street City State Zip

Business phone: (213) 624-1213 Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Employer
Client Name: Central City Assoc. Phone #: (213) 624-1213

Client Address: see above
Street City State Zip

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CITY OF LOS ANGELES SPEAKER CARD

18

Date: Jan 8, 1997

Council File No., Agenda Item, or Case No.:

I wish to speak before the: Ad Hoc Comm. on Arena

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal ( ) Against proposal ( ) General comments

Name: KAREN HATHAWAY

Business or Organization Affiliation: CCA / Los Angeles Athletic Club

Address: 431 W 7th St

Street City State Zip

Business phone: 622-1254 Representing: CCA

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Client Address: _____

Street City State Zip

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CITY OF LOS ANGELES SPEAKER CARD

19

Date: JAN 8, 1997

Council File No., Agenda Item, or Case No.:

I wish to speak before the CITY COUNCIL
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal ( ) Against proposal ( ) General comments

Name: THOMAS GILMORE

Business or Organization Affiliation: HERTZ GROUP

Address: 617 S. OLIVE ST. (Street) LA. (City) CA (State) 90014 (Zip)

Business phone: 213 955-0290 Representing: SAMR

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Street City State Zip

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30

CIT[illegible] LOS ANGELES SPEAKER[illegible]RD

Date 1/8/97

Council File No., Agenda Item, or Case No.

I wish to speak before the Council Arena Committee
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal
( ) Against proposal
( ) General comments

Name: STAN MICHOTA, JR

Business or Organization Affiliation: LOS ANGELES HDQTRS ASSOC / CUSHMAN & WAKEFIELD

Address: 555 S Flower St (Street) LA (City) CA (State) 90071 (Zip)

Business phone: (213) 955-6407 Representing: L.A. Hq. Assoc.

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CITY OF LOS ANGELES SPEAKER CARD

21

Date 1/8/97

Council File No., Agenda Item, or Case No.

I wish to speak before the AD HOC COUNCIL COMMITTEE ON SPORTS AGENDA
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal
( ) Against proposal
( ) General comments

Name: STEPHAN D. SMITH

Business or Organization Affiliation: SMITH + HANCIA DEVELOPMENT CO.

Address: 445 S. FIGUEROA ST (Street) LA (City) CA (State) 90071 (Zip)

Business phone: 213/891-1234 Representing: SELF

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NOTICE OF LOBBYING REGISTRATION

If you are receiving compensation to make this appearance, the City's municipal lobbying ordinance (L.A.M.C. Section 48.01 et seq., as amended) may require you to register and report your lobbying activity. For more information about the City's lobbying law, contact the City Ethics Commission at (213) 237-0310, by fax at (213) 485-1093 or at 201 N. Los Angeles St., L.A. Mall, Suite 2, Los Angeles, CA 90012.

Information about lobbying the City of Los Angeles may also be found on the Internet by accessing the Ethics Commission site on the City of Los Angeles "home page" located at http://www.ci.la.ca.us

CITY OF LOS ANGELES SPEAKER CARD

22

Date: 1/8/97

Council File No., Agenda Item, or Case No.:

I wish to speak before the Ad Hoc Committee on LA Arena Proposal
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal ( ) Against proposal ( ) General comments

Name: Vivian Caldera, Employment Services Manager

Business or Organization Affiliation: CHARO Economic Dev. Corp

Address: 3951 E Medford St (Street) LA (City) CA (State) 90063 (Zip)

Business phone: 268-1100 Representing: Cynthia Flores, Vice President

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23

CITY OF LOS ANGELES SPEAKER CARD

Date	Council File No., Agenda Item, or Case No.

I wish to speak before the Ad Hoc Comm / Sports Arena
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal ( ) Against proposal (X) General comments

Name: MARK S. NOVAK

Business or Organization Affiliation: VOICE

Address: 4625 Balboa Ave, ENCINO CA 91316
Street City State Zip

Business phone: 818 905-1144 Representing: VOICE

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Client Address: _____
Street City State Zip

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CITY OF LOS ANGELES SPEAKER CARD

no speak

Date: 1-8-97

Council File No., Agenda Item, or Case No.:

I wish to speak before the ARENA AD HOC COMMITTEE
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal ( ) Against proposal ( ) General comments

Name: RICHARD SLAWSON

Business or Organization Affiliation: LA/O COUNTIES BUILDING TRADES COUNCIL

Address: 1626 BEVERLY BLVD, L.A. 90026
Street City State Zip

Business phone: (213) 483-4222 Representing: BUILDING CRAFTS

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Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

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CITY OF LOS ANGELES SPEAKER CARD

No speak

Date DEC. 8, 1997

Council File No., Agenda Item, or Case No.

I wish to speak before the AD HOC ARENA

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal ( ) Against proposal ( ) General comments

Name: T U HAYES

Business or Organization Affiliation:

Address:

Street City State Zip

Business phone: Representing:

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Client Name: Phone #:

Client Address:

Street City State Zip

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CITY OF LOS ANGELES SPEAKER CARD

Date	Council File No., Agenda Item, or Case No.

I wish to speak before the Ad Hoc Common Area
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal ( ) Against proposal ( ) General comments

Name: MIKE WINKELSTEIN

Business or Organization Affiliation: SWINERTON + WALBERG

Address: 865 S. FIGUEROA CA CA 90017
Street City State Zip

Business phone: 213-896-3400 Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: Phone #:

Client Address:
Street City State Zip

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File No. 96-1590-S1

TO THE COUNCIL OF THE CITY OF LOS ANGELES

Your AD HOC COMMITTEE ON L. A. ARENA PROPOSAL reports as follows:

	Yes	No
Public Comment	X	

AD HOC COMMITTEE REPORT ON L. A. ARENA PROPOSAL REPORT relative to the proposal and negotiations for the development of a sports and entertainment arena for the Los Angeles Kings NHL Hockey Team and the Los Angeles Lakers NBA Basketball Team.

Recommendations for Council action, as recommended by the Chief Legislative Analyst (CLA) and City Administrative Officer (CAO):

1. ACCEPT the proposal as detailed in Attachment II to the Committee report, and also in accordance with the issues described in the CLA/CAO report dated January 13, 1997, as attached to the Committee report.

2. DIRECT the City staff to finalize the memorandum of understanding (MOU) accordingly, and DIRECT staff to submit said MOU to the City Council for its formal approval.

Fiscal Impact Statement: The CAO and CLA report that if the project is approved, the average annual cost of the City's contribution is estimated to be $6.8 million. This amount is expected to be fully recovered from additional tax revenues generated by the Arena, a ticket fee on Arena attendees and additional parking revenues, making the transaction revenue neutral.

Summary:

On January 8, 1997 and January 13, 1997, the Ad Hoc Committee on Los Angeles Arena Proposal considered the reports from the City Administrative Officer (CAO), and the Chief Legislative Analyst (CLA) relative to the status of the Memorandum of Understanding (MOU) negotiations with the Los Angeles Arena Company, LLC ("Venture") to develop a sports arena. The proposal from the Venture includes the construction of an arena on the North Hall site of the Los Angeles Convention Center to house the Los Angeles Lakers, the Los Angeles Kings, and various other entertainment events.

At the January 8, 1997 meeting, the CAO/CLA distributed a fact sheet (Attachment II) and gave an overview of the status of the MOU negotiations. The CAO explained that the MOU was being drafted by the attorneys for the City and the Venture pending final approval of the few remaining outstanding deal points in the negotiations by the attorneys for the City and the Venture. The CAO summarized the main components of the agreement which include the conveyance of the North Hall site to the Community Redevelopment Agency (CRA) to be leased

*Adopted as amended by Council action of 1-15-97.

to the Venture via ground lease for a period of 55 years, and the acquisition of the Olympic/Figueroa properties for purposes of constructing surface parking for the arena. The Olympic/Figueroa properties, including the Olympic properties the City already owns along the north edge of 11th Street, would be conveyed in fee to the Venture. In the event the Venture fails to complete the Arena within the time to be agreed upon before closing, the Arena site and the Olympic/Figueroa properties would revert to the CRA free of any liens, including construction liens, placed on the property by the Venture.

The CAO further reported that under the proposal, the Lakers and the Kings would be obligated to play at least 90% of their home games at the Arena for 25 years. The City must review the agreements and be satisfied that the provisions of the agreements adequately ensure this provision as a condition to closing. The Venture would use all but 100 spaces of the West Hall parking for Lakers/Kings events and half of the West Hall parking for all other events; reciprocal parking would be provided on the Olympic/Figueroa properties for Convention Center patrons.

The CAO reported that the City's costs for the Arena transaction would be as previously estimated at approximately $70.5 million. This figure includes $63 million as the City's contribution to "public items", and an additional $7.5 million to fund residential relocation, relocation of a school, and City and CRA administrative costs. The City's contribution would be funded with $20 million from the Los Angeles Convention Center bond reserve fund, and a taxable debt financing to net $50.5 million.

Current CAO/CLA estimates indicate that the annual cost of the transaction would need to be $6.8 million annually for the City to remain revenue neutral. Upon completion of construction in 1999-2000, the additional tax revenues expected to be generated by the Arena are estimated to be approximately $1.3 million. The additional parking revenues at the Convention Center as a result of Arena overflow parking are estimated to be $1 .6 million . Additionally, the Venture has agreed to allow the City to levy a ticket fee to generate $3.5 million annually bringing the additional revenues in 1999-2000 to approximately $6.4 million. The CAO reported that, assuming moderate revenue growth of two to three percent, annual revenues resulting from the Arena should reach $6.9 million by fiscal year 2005-06 and thereafter would exceed costs.

At the January 8, 1997 meeting, a lengthy public hearing was held and many of the speakers were tenants in the area of the proposed Arena site and expressed concern relative to replacement housing if they were to be relocated. Many of the tenants expressed a desire to remain in the area due to the proximity to work and school. The CRA Administrator explained that there were several legal rights afforded to tenants. The City Council had previously instructed the CRA to insure that anyone moved would be treated with respect, and within the requirements of state law. The CRA Administrator reported that tenants who were moved would be assured of housing which was equal or better than the existing units. The CRA has a program of reconstruction currently in progress and will work with both non-profit and contract organizations to relocate tenants. The City Attorney further explained that in the event two families now occupy one home, the City would be required to provide two homes of equal or better value.

After an additional public hearing was conducted at its January 13, 1997 meeting, the Ad Hoc

Committee was presented, by the CLA and CAO, with a review and analysis of twelve major proposal issues, and their status, together with the staff's recommendations for Council action. The twelve issues detailed by the CLA/CAO concerned the following: (1) minority/women owned business participation, (2) completion of the arena, (3) ground lease remedies, (4) parking covenants, (5) hazardous materials abatement, (6) school relocation, (7) signage, (8) bond counsel opinion, (9) Kings/Lakers assurances, (10) bankruptcy, (11) revenue guarantees, and (12) deletion of parcels (see the CLA/CAO report dated January 13, 1997, for a fuller description of the above issues). After the staff presentations, the Committee discussion ensued. The Chair of the Committee expressed her concerns regarding the amount of MBE/WBE participation, alcoholic beverage signage, and tenant replacement housing. Council Member Walters questioned the minimum 25% MBE/WBE participation inasmuch as the City's minority and female populations constitute more than 50% of the City's population, favored tighter restrictions on advertising of alcoholic products on the site, and urged the CRA and Los Angeles Housing Department to provide better than "equivalent" replacement housing and adequate tenant relocation assistance. Council Member Hernandez also emphasized the need for subsidized housing in the area and to see this as an opportunity to encourage local businesses to participate in the area's development through such organizations as the Los Angeles Development Corporation and the Community Development Bank. Council Member Ferraro questioned the CRA Administrator concerning the speed at which housing will become available for the tenants (after the project is approved) so as to not repeat the unacceptable relocation situation created when the Convention Center was originally built. In response to the Council members inquiries, staff will report back to the Committee regarding a MBE/WBE monitoring program, and ways in which the City can ensure local hiring and guarantee the housing component's success. It was noted by the City Attorney that at this stage the Committee and Council would be approving a business proposal only; there are several matters still left to be agreed upon for incorporation into the MOU, and if, and after, the MOU is approved by all parties, the environmental requirements would need to be satisfied.

After completion of the Committee's hearing, Council Member Ferraro moved, and Council Member Alatorre seconded, the CLA/CAO recommendations to accept the proposal as detailed in Attachment II, and in accordance with the issues discussed above, and to direct staff to finalize the MOU accordingly and submit it to the Council for formal approval. Council Members Hernandez and Walters concurred in the motion to approve, however Council Member Walters requested to be recorded as a "no" vote on the issues of minority/women owned business participation and alcoholic beverage signage (Council member Svorinich was absent).

Respectfully submitted,

AD HOC COMMITTEE ON L. A. ARENA PROPOSAL

PH/HG
1/14/97
#961590.1
attachment

MOTION ADOPTED TO APPROVE COMMITTEE REPORT RECOMMENDATION

ADOPTED
*AS AMENDED
JAN 15 1997

LOS ANGELES CITY COUNCIL
(SEE MOTION ATTACHED)

MOTION ADOPTED TO APPROVE AD HOC ON THE LA ARENA PROPOSAL RPT, AS AMENDED BY 47A REVISED

								TIME:
		YES: 13		NO: 2		ABS: 0	01/15/97	12 51 30
AGENDA NO. 47								
ALARCON.....	YES	ALATORRE.....	YES	BERNSON.....	YES	BRAUDE.....	YES	
CHICK.....	YES	FEUER.....	YES	GALANTER.....	YES	GOLDBERG.....	YES	
HERNANDEZ....	YES	HOLDEN.....	NO	RIDLEY-THOMAS	YES	SVORINICH....	YES	
WACHS.....	NO	WALTERS.....	YES	FERRARO.....	YES			

47A-Revised

MOTION

I MOVE that, in regard to Item 47 on today's Council Calendar under C.F. 96-1590, S1 relative to the proposed Los Angeles Arena, the City Administrative Officer, the Chief Legislative Analyst, the Community Redevelopment Agency, the Los Angeles Housing Department, Community Development Department and any other appropriate City departments or agencies be instructed to immediately begin the process of preparing and presenting on an expeditious basis the Replacement Housing Plan and a Relocation Housing Plan which would be required if the City and Community Redevelopment Agency ultimately approves the project. These should be presented to the City Council as soon as possible, but not later than Council consideration of the Disposition and Development Agreement with the Community Redevelopment Agency. City departments should review and consider all possible revenue sources and programs including, but not limited to, the use of City Block Grant Funds, Tax Increment Funds, Tax Credit Funds, funding available through various enterprise zones, and funds available through targeted Housing and Urban Development programs to ensure the availability of affordable housing units for residents in the project area.

I FURTHER MOVE that the Community Development Department and the Community Redevelopment Agency be instructed to prepare and present on an expeditious basis a plan to utilize any available resources for the implementation of a jobs training and outreach activity including apprenticeship programs relative to the development of the Los Angeles Arena which will allow City residents to develop various skills necessary to participate in the development, construction, operation of the Los Angeles Arena; such plan should include a Minority Business Development program.

PRESENTED BY _____
MIKE HERNANDEZ
Councilman, 1st District

SECONDED BY _____
Rita Walters
Jackie Goldberg

*MOTION
ADOPTED
JAN 15 1997
LOS ANGELES CITY COUNCIL

(HERNANDEZ-WALTERS-GOLDBERG)
AMENDING MOTION 47A ADOPTED

AGENDA NO. 47A REVISED YES: 14 NO: 1 ABS: 0 01/15/97 TIME: 12 51 12

ALARCON.....YES	ALATORRE.....YES	BERNSON.....YES	BRAUDE.....YES
CHICK.....YES	FEUER.....YES	GALANTER.....YES	GOLDBERG.....YES
HERNANDEZ....YES	HOLDEN.....NO	RIDLEY-THOMASYES	SVORINICH....YES
WACHS.....YES	WALTERS.....YES	FERRARO.....YES	

FORM GEN. 160 (Rev. 6-80)

CITY OF LOS ANGELES

INTER-DEPARTMENTAL CORRESPONDENCE

Date: January 13, 1997

To: The Ad Hoc Committee on the Sports Arena

From: Keith Comrie, City Administrative Officer
Ronald Deaton, Chief Legislative Analyst

Subject: **PROPOSED ARENA AT THE LOS ANGELES CONVENTION CENTER**

On December 4, 1996 and December 13, 1996 the City Council met in closed session to instruct negotiators with respect to the Arena project. Ten major open issues were presented to the Council and two additional items were identified as a result of such session (see Attachment I, December 19, 1996 John Ferraro letter to Philip Anschutz and Edward Roski, Jr.).

The City team has proceeded with tne goals of structuring a deal which (1) pays for itself; (2) "turns the lights back on downtown" through a successful arena; and (3) provides the impetus for development of a convention center hotel and retail, dining and entertainment facilities around the Arena and the Los Angeles Convention Center.

The basic framework of the deal is in place (see Attachment II, outline describing the major provisions of the proposal which have been agreed upon by the City and Venture negotiators). Under the transaction proposed by the Venture, the City will recover its investment in the project if the Kings and Lakers play at the Arena for twenty five years and the Arena is otherwise successful. We believe that the transaction as it currently stands would provide significant benefit to the City and the City will derive even greater benefits if the hotel and retail complex envisioned by the Venture is constructed and successfully operated.

Negotiators for the City and the Venture have finalized their work. The following provides a discussion of the status of the items on which Council instruction was received on December 13.

RECOMMENDATION

That the City Council (1) accept the proposal as detailed in Attachment II and in accordance with the issues discussed below; and, (2) direct staff to finalize the memorandum of understanding accordingly and submit it to Council for formal approval.

FISCAL IMPACT STATEMENT

If the project is approved, the average annual cost of the City's contribution is estimated to be $6.8 million. This amount is expected to be fully recovered from additional tax revenues

generated by the Arena, a ticket fee on Arena attendees and additional parking revenues, making the transaction revenue neutral.

1. Minority/Women Owned Business Participation. Council has instructed that the Venture prepare a plan of action for MBE/WBE efforts and community job participation and has instructed that the MOU not be executed until the program has been submitted and approved.

The Venture has prepared a program for MBE/WBE efforts and job participation by the communities impacted by the Arena which it has delivered to the City for its review. This program includes a minimum of 25% minority and women involvement in financing, design, development and future operation of the Arena. The Venture will submit a detailed implementation plan based on this program for Council review and approval.

2. Completion Of Arena. Council has instructed that the MOU provide adequate safeguards to ensure completion of the Arena.

The following will protect the City from delays in construction not caused by the City or failure to complete the Arena:

(A) If the Arena is not constructed by an agreed upon date, unless the delay is due to the City, the Venture will pay liquidated damages to the City equal to the amount of the City's financing costs from the agreed upon date until construction is completed.

(B) If the Arena is not completed, the City may terminate the Arena ground lease and automatically reacquire the Olympic/Figueroa Properties free and clear of any liens, including construction loans, which may encumber that property.

(C) The City will be permitted to review and approve the loan documentation of the Venture as a condition to closing in order to determine that the Venture has the financial ability to complete the Arena. However, if the loan documents provide for the reacquisition of the Olympic/Figueroa Properties free and clear of any liens, the City will have no further right of approval as to the Venture's financial ability to complete construction of the Arena.

3. Ground Lease Remedies. Council has instructed that the MOU provide a definition of "abandonment" acceptable to the City and permit ground lease termination if the operator fails to comply with the operating covenant.

While abandonment for one year or more would be the only grounds for termination of the ground lease, the Venture has agreed that isolated uses of the Arena which are not in good faith will not defeat a finding of abandonment, and evidence that the Arena has fallen into a state of

disrepair inconsistent with ongoing use could be used to determine that abandonment has occurred. If the ground lease is terminated for abandonment, the Arena would revert to the City free of any debt. If the Venture does not "abandon" the Arena, but merely fails to operate the Arena in a "commercially reasonable" manner, the City could not terminate the ground lease but could recover damages from the Venture. During the first twenty five years this would at least equal the City's financing costs less net revenues to the City from Arena operation and, thereafter, lost revenues to the City which would have been derived from commercially reasonable operations.

4. Parking Covenants. Council has instructed and the Venture has agreed that code-required parking for the Arena on the Olympic/Figueroa Property and the parking revenue derived from that parking be tied to the Arena and made available to each operator of the Arena and to the City upon ground lease termination.

5. Hazardous Materials. Council instructed that all hazardous materials abatement be placed under the public item cap.

Remediation costs associated with hazardous materials placed by the City onto the Arena site or any Olympic/Figueroa Property now owned by the City would not be placed under the public item cap. However, the Venture has agreed that this would not include hazardous materials, if any, leaching from neighboring streets, sewers, or storm drains, including the storm drain under the North Hall site to be removed, which would be public items. Further, the Venture has agreed to bear the burden of proving that the City caused the contamination. Remediation costs for any hazardous materials on the properties which occurred prior to the City's ownership or were not caused by the City will be paid as a public item out of the $63 million public item cap. In recognition that neither party can accept excessive liability in this area, the Venture has agreed that, if it is determined that the City caused contamination on any of the City-owned property, the City will pay the first $1 million of remediation costs and the Venture and the City will share equally any additional costs.

Note: Perimeter site analysis has been done on the Arena site and no significant contaminants have been found. More work is in progress including analysis of other City owned properties. The City acquired the various properties and paved them over for parking, later using the North Hall site for convention center purposes. There was also a small DWP facility on the Arena site when it was originally acquired by the City 30 years ago. (The property acquired a few years ago for the Convention Center expansion--which is about 3 times larger than the properties now under discussion--required $500,000 for all cleanup.)

Under the MOU, the Venture would enter into the ground lease and demolish North Hall before the full extent of the contamination, if any, may be known. Although the City can reduce its risk through due diligence including additional borings, this may not reveal all

problems, especially since the North Hall occupies a significant portion of the North Hall Site. This exposes the City and the Venture to additional costs and possible litigation over the source of any hazardous materials which must be removed.

6. School Relocation. Council has instructed that the CRA work with LAUSD to develop a mutually agreeable plan to relocate the Los Angelitos primary care school facility from its current location adjacent to the Convention Center prior to opening of the Arena.

The City will provide to the Venture, within sixty days following execution of the MOU and as a condition precedent to closing for the benefit of the Venture, a binding commitment from LAUSD that, if the project is approved, LAUSD will relocate the school at least six months prior to the anticipated opening of the Arena. Further, as a condition to closing, a firm plan to achieve this relocation with protection and remedies acceptable to the City and the Venture will be in place.

7. Signage. Council has instructed that signage on the Convention Center property and on the pylons not include advertisements, sponsorships or naming rights for alcohol (including beer), tobacco or firearms companies or products and that no indemnity be provided to the Venture for lawsuits arising from such restrictions.

The Arena will not be named after any alcohol (including beer), tobacco or firearms company and no exterior signage will be placed on any Convention Center property which will contain alcohol (including beer), tobacco or firearms advertisements. The Venture would be allowed to place beer advertisements on a pylon on Venture property, but would not be allowed to place tobacco, firearms or other alcohol advertisements on the pylon. The Venture proposes a marquee and/or temporary display at the entrance to the Arena which would announce the events being held at the Arena. If the name of the event or the event sponsor is an alcohol, tobacco or firearms company, the name may appear on the marquee or temporary display. The Venture expects that the Arena design will include restaurants and retail establishments facing Figueroa and 11th Streets. The restaurants may include signs advertising alcohol to be sold and consumed on the premises which may be visible through the windows, but no exterior signs advertising alcohol will be allowed. Further, the Venture will not require an indemnity from the City with respect to the signage restrictions.

8. Bond Counsel Opinion. The Venture has requested an opinion from City bond counsel, Orrick, Herrington & Sutcliffe, that the LACC tax exempt securities will not be affected by the Arena project or the City's financing mechanisms for the project. Bond counsel has agreed to provide that opinion to the Venture. If the MOU is approved and funds are appropriated, the City will pay for the cost of this opinion (approximately $50,000) as part of the City/CRA administrative costs and will, within 30 days after execution of the MOU, instruct its bond counsel to prepare an opinion. If the opinion is incorrect, either party will have the right to terminate the MOU and the City will not be liable to the Venture for such error.

9. Kings/Lakers Assurances. Council has instructed that the City (a) obtain the right to require the Lakers or Kings to play at the Arena if the Venture does not operate the Arena or perform its obligations under or enforce the Lakers or Kings contracts, and (b) reserve the right to require a direct contractual agreement with the Arena Lender or the Kings and the Lakers to assure that each team will play at the Arena for a period of 25 years.

The Venture will covenant that the Lakers and the Kings are contractually obligated to play at the Arena for 25 years. The contracts with the Lakers and Kings contain certain conditions which must be met, such as (a) option payments by the Venture to the Forum, the Lakers and the Kings, (b) completion of the Arena within a specified period and (c) following completion, approval of the Arena by the NHL, the NBA and the teams. The Venture will provide assurances that the conditions will be met. The business structure of the relationship between the Venture, team owners and the entity with which the teams are contracting is still being developed, however, the Venture is not currently the owner of the contracts with the Kings and the Lakers.

The City will not contract directly with the Lakers or the Kings. Accordingly, the following will be conditions to closing:

(A) The City will be satisfied that the final business structure derived by the Venture and its affiliates will provide the Venture with the ability to enforce the Lakers and Kings agreements; and

(B) The Venture will covenant that it will have the right to ensure that the contracts are not modified to reduce the teams commitment to play at the Arena for 25 years or the Ventures ability to enforce the contracts and will not allow such modifications; and

(C) The Venture will be adequately capitalized for the construction and operation of the Arena.

Note: Under the Venture's final offer, the City must rely on the covenants by the Venture and on the Arena Lender's actions to enforce the Kings and Lakers contracts. These obligations may not be enforceable if the Venture defaults under its loan, becomes insolvent or it or its affiliate declares bankruptcy.

If the Venture defaults under its loan, the Arena Lender can take over the ground lease. If so, the Lender would be required to enforce the obligations of the teams to continue to play at the Arena. If the Arena Lender does not take over the ground lease, the City would get the Arena back free of any liens but would have no ability to require either the Lakers or the Kings to play at the Arena.

10. Bankruptcy. Council has instructed that the MOU provide bankruptcy protection to ensure that (a) the Arena continues to operate and (b) the Lakers and Kings play at the Arena for 25 years, even if the Venture declares or is forced into bankruptcy. In seeking to fulfill this requirement, the City team has requested either (i) direct contractual relationships with the Kings, the Lakers and/or the Arena Lender or (ii) other City remedies to keep the Arena in operation and the Kings and Lakers playing there in the event of a bankruptcy by the Venture or its affiliates.

As discussed above, the City will not directly contract with the Kings, the Lakers and/or the Arena Lender so the City must rely upon the presumption that the Arena Lender, the Kings and the Lakers would not have an economic incentive to leave or terminate their contract in the event of a Venture bankruptcy. If the bankruptcy trustee does decide to terminate the lease, the City will obtain the Arena and the property on which it is located free and clear of any debt. The City will also have the right to review the loan documentation prior to closing to assess the remedies the Arena Lender will have in a bankruptcy and can decide not to close if the remedies are insufficient.

Note: The fact that the City will have no direct contractual relationship with either the teams or the Arena Lender complicates the issue of compelling the Lakers and Kings to play at the Arena following a Venture bankruptcy. The end result of a bankruptcy cannot be predicted in advance. In case of bankruptcy, one of the following scenarios would most likely occur:

(A) The bankruptcy trustee will keep in effect the ground lease and restructure the Venture's position and the Venture will continue to operate the Arena;

(B) The bankruptcy trustee will keep in effect the ground lease and will assign the Venture's interest to the Arena Lender or a third party which will continue to operate the Arena; or

(C) The bankruptcy trustee will terminate the ground lease and the property and the Arena will revert to the City. The City will then be entitled to operate the Arena. The value of the Arena and its ability to generate positive cash flow in such an event cannot be anticipated at this time.

In any of the above scenarios the Lakers or the Kings could be released from their obligations to play at the Arena. In such event, the City's remedies against either the Venture or the Arena Lender would be limited to the damage remedies permitted by the ground lease and could be affected by the financial assets of the Venture or the Arena Lender at that time. In summary, in the most likely worst case scenario, the City would get the Arena without the Lakers or the Kings.

11. Revenue Guarantees. Council has instructed that the City obtain from the Venture (and/or its principals) a guarantee of revenue neutrality for the City. The City has estimated that on average $6.8 million per year in Arena generated revenue will be required to achieve revenue neutrality. This revenue will come from tax sources (including parking, business license, utility and other taxes), a ticket fee and additional parking revenue at the Convention Center.

The Venture has not agreed to guarantee revenue neutrality to the City but has (a) agreed to make up one half of the ticket fee revenue (equal to $1.75 million annually) if the ticket fee is invalidated and (b) provided the City with various analyses indicating that the goal of revenue neutrality should be achievable.

Note: Under the City's modeling of potential revenue, a minimum of $1.2 million must come from additional Convention Center parking in order to achieve revenue neutrality. The Venture has submitted a series of estimates based upon a number of assumptions which produce a range of City parking revenues from $2.2 million to $3.1 million. Venture assumptions include: average Kings attendance of 78%; average Lakers attendance of 93%; 55 other events which will result in overflow parking; set aside of 280 spaces for each Arena event for use by Arena employees; and, that all Arena event attendees who drive will park either on the Olympic/Figueroa Properties or at the Convention Center. The Venture has indicated that it will not commit to set aside the 280 employee spaces.

We have discussed the Venture's assumptions with arena and parking consultants and believe that a more conservative overflow parking revenue range is between $1.2 to $1.8 million. A more detailed review of the parking revenue stream will be available before closing when comprehensive parking information is received.

12. Deletion of Parcels. Council has instructed that the Venture not be permitted to delete certain parcels from the Olympic/Figueroa Properties without consent of the City.

Mutual consent would be required to delete any Olympic/Figueroa parcel to be acquired by the City unless the Venture determines in its reasonable discretion that the environmental condition of a particular parcel would materially increase its cost, delay the project or expose it to environmental liability.

Note: The goal of both parties would be to acquire contiguous parcels which would facilitate future development. Therefore, it would be in both parties' interests to cooperate in the decision to delete parcels because of hazardous materials contamination. The Venture is reasonably concerned about being in the chain of title on contaminated properties or being forced to incur significant additional costs or delays due to remediation. In practice, disagreement over the deletion of contaminated parcels is not expected.

KC/RD/gfm/comrie5

Attachment I

CITY COUNCIL OF THE CITY OF LOS ANGELES

OFFICE OF THE PRESIDENT

JOHN FERRARO
COUNCILMAN 4TH DISTRICT

M-30, CITY HALL
LOS ANGELES, CA 90012
(213) 485-3337
FAX (213) 624-7810

December 19, 1996

Mr. Philip Anschutz
Mr. Edward P. Roski, Jr.
Los Angeles Arena Company
c/o Majestic Realty Co.
13191 Crossroads Parkway North, 6th Floor
City of Industry, CA 91746

Dear Mr. Anschutz and Mr. Roski:

As a result of media reports of the status of the negotiations for the proposed Arena, I think it is important to convey directly to you my understanding of the issues which must still be resolved and express my commitment to see that the City does everything possible to reach an agreement which is beneficial to all parties. I am pleased to note that we have come to an agreement on nearly all provisions of the proposal and only a few issues remain. I thought it would be helpful to summarize where I believe we stand on these issues.

1. Minority-/Women Owned Business Participation - Your representatives outlined verbally a comprehensive program for MBE/WBE efforts and job participation by the communities impacted by the Arena. This will include, but not be limited to, substantive minority and female involvement in all stages of financing, design, development and future operations. We are certain that we can agree on a program which is acceptable to both parties.

2. Bond Counsel Opinion - Your concern relative to expending significant amounts of money on the expectation that the proposed Arena would not jeopardize the outstanding LACC bonds is understandable. The City and its bond counsel, Orrick Herrington & Sutcliffe, have agreed to provide to the Venture an opinion relative to the outstanding bonds on which the Venture can rely. We have agreed to pay for the costs of this opinion as part of the City/CRA Administrative cap. We already have our copy of the opinion.

3. School Relocation - We recognize that it is essential that the school be relocated as quickly as possible and agree to make that happen. However, agreeing to liquidated damages of $25,000 per day we believe unnecessarily creates the impression that significant additional taxpayer funds are at risk which can undermine the unity we all expect to achieve on this project. We propose that within a reasonably short time we will have a letter agreement from the school district that will include their

commitment to relocate well in advance of the Arena opening so that the Arena's operation will not be impacted. A firm plan with appropriate protections for the Venture will be in place before closing.

4. Bankruptcy - I am sure you can understand that, in the unlikely event that a Venture, or its successor, bankruptcy occurs, the City must have some recourse to see that the Arena continues to operate in a manner beneficial to the City. This issue may at least partially be resolved by reviewing the lending documents prior to the closing and your representatives have agreed to provide language addressing bankruptcy in the MOU. I am confident that this issue will be resolved.

5. Abandonment - We understand that your interests are best served by operating the Arena in a manner that will benefit both you and the City. I am sure you can understand that, as representatives of the taxpayers of the City of Los Angeles, we need written assurances to which we can point to show that we took reasonable action to ensure that the public's investment is protected. The negotiators for both parties agreed verbally that an acceptable definition of "abandonment" will adequately protect the City and would simply memorialize your intent in operating the Arena. I am confident that such language can be drafted.

Since I perceive that the above issues are essentially resolved, subject to drafting language acceptable to both parties which I am confident will occur, there are only a very few issues which we still must address.

First, we clearly understand that you have every intention of constructing and opening the Arena as quickly as possible, and the knowledge the Venture brings to this transaction makes completion of the Arena a virtual certainty. However, I am sure you can understand that, as representatives of the taxpayers we must ensure that the City is not left with a partially constructed Arena after spending $70 million to acquire the Olympic/Figueroa properties, however unlikely that may be. There are a number of options which can accomplish this. We are not committed to any particular method. We recognize that, since you do not have lenders yet, both sides are speaking from hypothetical positions and this issue cannot be resolved at this time. We know that your lenders will require certain protections on this issue which may meet the City's needs. You have my personal commitment that the City negotiating team will work diligently with you to develop the necessary assurances to the satisfaction of both parties after your financing is in place.

Second, as your representatives have agreed in the negotiations, the City needs assurances that the Lakers and Kings will play at the Arena for 25 years, since both you and the City are counting on this to be the driving force to pay for the project. There are also several options to accomplish this. This issue probably cannot be resolved until your financing is in place. We recognize that this is another issue on which your lenders will require certain protections which may meet the City's needs, but which will not be known until your financing package is in place. We are not committed to any particular method at this time and will work for creative solutions to this issue which will be acceptable to both parties. I am confident that, since our interests in this area are exactly in concert, an agreement can be reached.

Mr. Philip Anschutz
Mr. Edward P. Roski - 3

Third, we understand the importance of signage in the proposed location and recognize that there are a number of options. You have my commitment to make every effort to find a mutually agreeable solution to this issue.

Fourth, we understand and share your concerns about hazardous materials on the North Hall site. We have nearly completed Phase II environmental work at the site and have not discovered any hazardous materials to date. Furthermore, we are confident that the City did not wilfully place any hazardous materials on the property, and when we are aware of any pollution we cause, we always clean it up. However, both sides are understandably concerned about unknown and uncapped liability. We propose that, rather than dealing with a hypothetical situation at this point, we delay a final decision on this matter until all of the environmental studies are complete and both sides have a chance to discuss this matter further. Clearly, our intention is to come to a mutually agreeable solution to this matter as quickly as possible.

Finally, we recognize that this is an evolving process and as the Arena is being designed certain aspects of the Arena will change. For example, subsequent to the preparation of our financial projections, the Arena capacity was adjusted downward somewhat resulting in slightly lower attendance projections than were previously being used and a parking study prepared by one of your consultants projects less parking overflow than was used in our projections. As a result, we need to reexamine the $1.6 million overflow parking revenues used in determining that the proposed transaction is essentially revenue neutral. As you are aware, some members of the Council expressed the desire that the Venture provide guarantees to make up any revenue shortfall. We welcome any clarifications to the projections or suggestions you may have to address this situation.

I reiterate my support of the Arena and am confident that, since we all want a successful and prestigious Arena which will enhance the reputation of the Lakers and Kings and the City of Los Angeles, an agreement on these last issues can be reached. We stand ready through our negotiating team to continue the negotiations and I am committed to stay personally involved to bring this matter to a successful resolution.

Sincerely,

JOHN FERRARO, President
Los Angeles City Council

cc: George Mihlsten, Latham & Watkins

Attachment II

LOS ANGELES CONVENTION CENTER ARENA
Proposal Summary

The major elements of the proposed Arena to be located on the current North Hall site of the Los Angeles Convention Center fall into four categories: (1) Pre-Arena construction; (2) Post-Arena Construction; (3) Cost of the Transaction; and, (4) Additional Revenues. The following is a summary of the status of the Memorandum of Understanding (MOU) to date.

Pre-Arena Construction

- The Arena would be located on the North Hall site of the Convention Center. The appraisal of the remaining Convention Center shows that the North Hall site can be released from security for the existing bonds, **subject to the attached diagram of the Arena location.**
- The North Hall site would be conveyed to the CRA and leased to the Venture via ground lease for a period of 55 years.
- Bond Counsel will deliver an opinion to the City and the Venture, subject to Council approval of the MOU and authorization of the expenditure, that the conveyance of properties and the location of the Arena on the North Hall site will not endanger the tax exemption on the existing securities.
- The Agency would acquire the Olympic/Figueroa properties for purposes of constructing surface parking for the Arena.
- The Olympic/Figueroa properties, including the Olympic properties the City already owns along the north edge of 11th street, would be conveyed in fee to the Venture.
- If the Venture fails to complete the Arena within the time to be agreed upon in the DA and DDA, the Arena site and the Olympic/Figueroa properties would revert to the CRA free of any liens, including construction liens, placed on the property by the Venture. Provisions for the properties to be returned to the City would be covered in the cooperation agreement between the City and the CRA.
- The City would have complete exterior design approval in its sole discretion until the DA and DDA are executed. Thereafter, design approval must be in the City's reasonable discretion.
- The Venture can choose not to buy the Bank of America property in the event that the property cannot be acquired at a reasonable cost. If the property is not acquired, a replacement parcel would have to be acquired in the Additional Area which will provide at least the same number of parking spaces. The Additional Area is the property just north of the Olympic property and just east of the Figueroa property which is not being acquired at this time but on which the Venture would have a right of first offer on any development subsidized by the City.
- The Venture can choose not to purchase any other parcel of the Olympic/Figueroa properties if it reasonably determines that, as a result of environmental contamination, a

material cost, delay or liability to the Venture would result. A replacement parcel in the Additional Area north of Olympic would have to be purchased.

Post Arena Construction

- The Lakers and Kings would be obligated to play at least 90% of their home games at the Arena for 25 years. This obligation will be to the Venture and not the City. The City must review the agreements and be satisfied that the provisions of the agreements adequately ensure this provision as a condition to closing.
- The Venture or its successor must operate the Arena in a "commercially reasonable" manner.
- The Venture would have use of all but 100 spaces of the West Hall parking for Lakers/Kings events and half of the West Hall parking for all other events. Reciprocal parking would be provided on the Olympic/Figueroa properties for LACC patrons.
- If the Venture or its successor abandons the Arena for one year, the ground lease would be terminated and the Arena site would revert to the CRA/City.
- Before developing any of the Olympic/Figueroa properties for other than surface parking for the Arena, a master plan for a convention center hotel, retail, dining and entertainment uses must be submitted which must include phasing to ensure that a substantial hotel development occurs before the Figueroa properties are developed.
- If the Venture has not submitted a complete application within seven years and proceeded thereafter to develop a substantial hotel, the City could take back the Figueroa properties by providing replacement parking. A substantial hotel would be a full service convention center hotel with at least 1,400 rooms, but could be built in stages.
- After the seventh anniversary, the City would have ten years in which to take back the properties if the Venture has not proceeded to build a substantial hotel. If the Figueroa properties are not taken back within this time period, the takeback provision would expire.
- The Venture would have a right of first offer for any subsidized development on the Additional Area for a period of seven years.
- The City will periodically provide a list of LACC clients and potential clients to the Venture, which has agreed not to compete for business with organizations on the list.

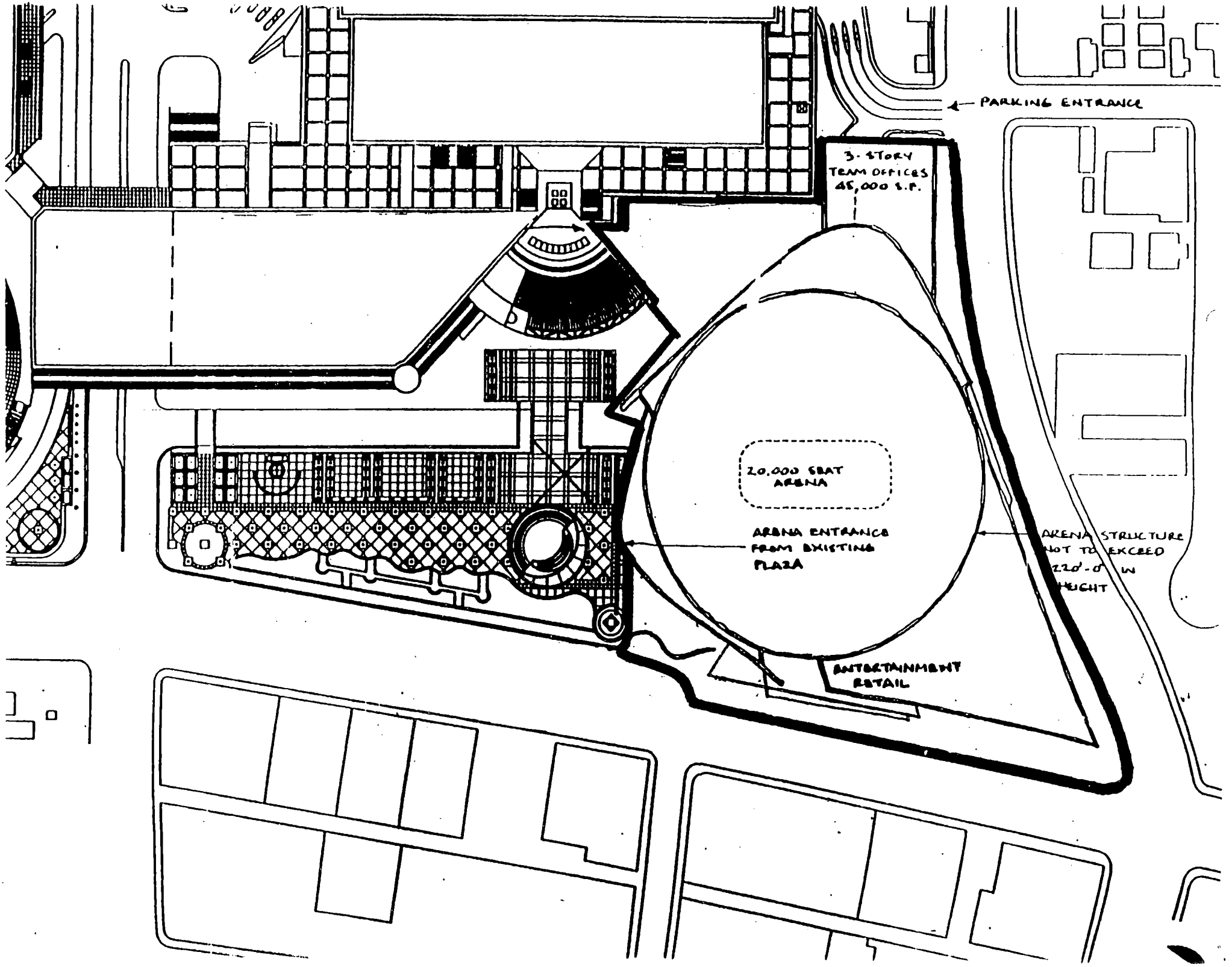
Cost of the Transaction

- The City's contribution to "public items" would be $63 million.
- In addition to the $63 million, the City would have to fund residential relocation, relocation of the school and City and CRA administrative costs. The cost estimate for these items is $7.5 million, bringing the City contribution to $70.5 million.
- In addition to the above, if the City placed hazardous materials on any property the City currently owns, the City would be responsible for the first $1 million in environmental remediation costs on those properties. Any costs over $1 million would be shared equally by the City and the Venture. Preliminary testing has indicated only minor contamination, but the full extent of contamination cannot be assured until the property is excavated.

- The City contribution would be funded with $20 million from the LACC bond reserve fund (by replacing the cash with a surety bond) and a taxable debt financing to net $50.5 million.
- The annual debt service costs and lost interest earnings in the LACC bond reserve fund would total approximately $6.8 million.

Additional Revenues to Fund the Transaction

- Upon completion of construction in 1999-2000, the additional tax revenues expected to be generated by the Arena, net of lost income on the North Hall and tax revenues from existing businesses on the Olympic/Figueroa properties, are estimated to be approximately $1.3 million.
- Estimates of additional parking revenues at the Convention Center as a result of Arena overflow parking range from $1.2 million to $3.1 million. For purposes of estimating total additional revenues, overflow parking revenues of $1.6 million were assumed. Further analysis of the potential parking overflow is being conducted and the estimates may change somewhat.
- The Venture has agreed to allow the City to levy a ticket fee to generate $3.5 million annually, bringing the total additional revenues in 1999-2000 to approximately $6.4 million.
- In the event that the ticket fee is found to be invalid, the Venture has agreed to pay half of the fee to the City, or $1.75 million.
- Assuming revenue growth of two to three percent in the base revenues and successful Arena operations, revenues will grow to approximately $6.9 million by fiscal year 2005-06. Thereafter, revenues should exceed costs and a total surplus of $11.4 million would be generated during the 25 years of the City financing. This is approximately $2.4 million in today's dollars.
- If the ticket fee is invalidated and the Venture pays half, revenues should exceed costs in 2017-18, but a deficit of $32 million would be generated during the 25 year period of the City's financing. This is approximately $15.7 million in today's dollars.
- No consideration was given to potential additional revenues from increased property values or business activity in the area. Furthermore, no additional revenues were assumed from Phase II development, which the developer has indicated its desire to pursue but cannot commit to at this time. Significant additional revenues could result from either source.


PARKING ENTRANCE
3-STORY
TEAM OFFICES
45,000 S.F.
20,000 SEAT
ARENA
ARENA ENTRANCE
FROM EXISTING
PLAZA
ARENA STRUCTURE
NOT TO EXCEED
220'-0" IN
HEIGHT
ENTERTAINMENT
RETAIL

Los Angeles Convention Center Arena

Annual Cash Flow versus Financing Alternatives for $70.6M Developer Incentive Package
Fiscal Years 1997-98 through 2023-24

PRELIMINARY ESTIMATES

Scenario A
- Surety Bond: $20M from LACC Reserve Fund
  Taxable Bond: $50.5M, with 2 years capitalized interest ($5.9 M for 25 years @ 8.5% thru 2023-24)
- Venture Contribution of $3.5M/year

Facts:
- Must begin process in 1996-97 with surety premium in 1997-98 and first debt service due in 1999-00
- Arena opens September 1999

Cash Flow	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-14	2014-2015	2015-2016	2016-17
Base Revenues										
Parking Tax (10% Every 3 Years)	716,320	787,952	787,952	787,952	866,747	866,747	866,747	953,422	953,422	953,422
Property Tax (2% Growth)	509,673	519,866	530,263	540,868	551,685	562,719	573,973	585,452	597,161	609,104
Business Tax (3% Growth)	563,840	580,755	598,178	616,123	634,607	653,645	673,254	693,452	714,256	735,684
Sales Tax (3% Growth)	372,432	383,605	395,113	406,966	419,175	431,750	444,703	458,044	471,785	485,939
Utility Tax (3% Growth)	164,300	169,229	174,306	179,535	184,921	190,469	196,183	202,068	208,130	214,374
TOT (3% Growth)	126,678	130,478	134,392	138,424	142,577	146,854	151,260	155,798	160,472	165,286
Subtotal	2,453,243	2,571,885	2,620,204	2,669,868	2,799,712	2,852,184	2,906,120	3,048,236	3,105,226	3,163,809
New Revenues										
Arena Parking Overflow	1,936,000	2,129,600	2,129,600	2,129,600	2,342,560	2,342,560	2,342,560	2,576,816	2,576,816	2,576,816
Venture Contribution	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000
Subtotal	5,436,000	5,629,600	5,629,600	5,629,600	5,842,560	5,842,560	5,842,560	6,076,816	6,076,816	6,076,816
Gross Base Revenues	7,889,243	8,201,485	8,249,804	8,299,468	8,642,272	8,694,744	8,748,680	9,125,052	9,182,042	9,240,625
Revenue Losses										
North Hall Rental Fees (3% Growth)	(806,350)	(830,541)	(855,457)	(881,121)	(907,555)	(934,782)	(962,825)	(991,710)	(1,021,461)	(1,052,105)
Displaced Businesses (3% Growth)	(100,794)	(103,818)	(106,933)	(110,141)	(113,445)	(116,848)	(120,353)	(123,964)	(127,683)	(131,513)
	(907,144)	(934,359)	(962,390)	(991,262)	(1,021,000)	(1,051,630)	(1,083,178)	(1,115,674)	(1,149,144)	(1,183,618)
Net Ongoing Base Revenues	6,982,099	7,267,126	7,287,414	7,308,206	7,621,272	7,643,114	7,665,502	8,009,378	8,032,898	8,057,007
One-time Revenue										
Construction Sales Tax ($.3, .6, .1M	0	0	0	0	0	0	0	0	0	0
Permit Fees ($.9M; $.9M)										
Total Revenues (A)	6,982,099	7,267,126	7,287,414	7,308,206	7,621,272	7,643,114	7,665,502	8,009,378	8,032,898	8,057,007
Cost										
Interest Earning Loss	900,000	730,000	730,000	730,000	730,000	730,000	730,000	730,000	730,000	730,000
Debt Service	5,900,000	5,900,000	5,900,000	5,900,000	5,900,000	5,900,000	5,900,000	5,900,000	5,900,000	5,900,000
Venture Repayment	0	0	0	0	0	0	0	0	0	0
Debt Service/Lost Interest (B)	6,800,000	6,630,000	6,630,000	6,630,000	6,630,000	6,630,000	6,630,000	6,630,000	6,630,000	6,630,000
NET: (A - B)	182,099	637,126	657,414	678,206	991,272	1,013,114	1,035,502	1,379,378	1,402,898	1,427,007
CUMULATIVE NET	(1,493,285)	(856,159)	(198,745)	479,461	1,470,733	2,483,847	3,519,349	4,898,727	6,301,625	7,728,632

Source: Ernst & Young, Public Resources Advisory Group, Price Waterhouse and City Administrative Officer

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03-Dec-96

Attachment III

Los Angeles Convention Center Arena

Annual Cash Flow versus Financing Alternatives for $70.5M Developer Incentive Package
Fiscal Years 1997-98 through 2023-24

PRELIMINARY ESTIMATES

Scenario A
- Surety Bond: $20M from LACC Reserve Fund
- Taxable Bond: $50.5M, with 2 years capitalized interest ($5.9 M for 25 years @ 8.5% thru 2023-24)
- Venture Contribution of $3.5M/year

Facts:
- Must begin process in 1996-97 with surety premium in 1997-98 and first debt service due in 1999-00
- Arena opens September 1999

Cash Flow	1997-98	1998-99	1999-00	2000-01	2001-02	2002-03	2003-04	2004-05	2005-06	2006-07
Base Revenues										
Parking Tax (10% Every 3 Years)	0	0	592,000	592,000	592,000	651,200	651,200	651,200	716,320	716,320
Property Tax (2% Growth)	0	0	435,000	443,700	452,574	461,625	470,858	480,275	489,881	499,679
Business Tax (3% Growth)	0	0	445,100	458,453	472,207	486,373	500,964	515,993	531,473	547,417
Sales Tax (3% Growth)	0	0	294,000	302,820	311,905	321,262	330,900	340,827	351,052	361,584
Utility Tax (3% Growth)	0	0	129,700	133,591	137,599	141,727	145,979	150,358	154,869	159,515
TOT (3% Growth)	0	0	100,000	103,000	106,090	109,273	112,551	115,928	119,406	122,988
Subtotal	0	0	1,995,800	2,033,564	2,072,375	2,171,460	2,212,452	2,254,581	2,363,001	2,407,503
New Revenues										
Arena Parking Overflow	0	0	1,600,000	1,600,000	1,600,000	1,760,000	1,760,000	1,760,000	1,936,000	1,936,000
Venture Contribution	0	0	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000
Subtotal	0	0	5,100,000	5,100,000	5,100,000	5,260,000	5,260,000	5,260,000	5,436,000	5,436,000
Gross Base Revenues	0	0	7,095,800	7,133,564	7,172,375	7,431,460	7,472,452	7,514,581	7,799,001	7,843,503
Revenue Losses										
North Hall Rental Fees (3% Growth)	(600,000)	(618,000)	(636,540)	(655,636)	(675,305)	(695,564)	(716,431)	(737,924)	(760,062)	(782,864)
Displaced Businesses (3% Growth)	(75,000)	(77,250)	(79,568)	(81,955)	(84,414)	(86,946)	(89,554)	(92,241)	(95,008)	(97,858)
	(675,000)	(695,250)	(716,108)	(737,591)	(759,719)	(782,510)	(805,985)	(830,165)	(855,070)	(880,722)
Net Ongoing Base Revenues	(675,000)	(695,250)	6,379,692	6,395,973	6,412,656	6,648,950	6,666,467	6,684,416	6,943,931	6,962,781
One-time Revenue										
Construction Sales Tax ($.3, .6, .1M Permit Fees ($.9M; $.9M)	1,200,000	1,500,000	100,000	0	0	0	0	0	0	0
Total Revenues (A)	525,000	804,750	6,479,692	6,395,973	6,412,656	6,648,950	6,666,467	6,684,416	6,943,931	6,962,781
Cost										
Interest Earning Loss	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000
Debt Service	0	0	5,900,000	5,900,000	5,900,000	5,900,000	5,900,000	5,900,000	5,900,000	5,900,000
Venture Repayment	0	0	0	0	0	0	0	0	0	0
Debt Service/Lost Interest (B)	900,000	900,000	6,800,000	6,800,000	6,800,000	6,800,000	6,800,000	6,800,000	6,800,000	6,800,000
NET: (A - B)	(375,000)	(95,250)	(320,308)	(404,027)	(387,344)	(151,050)	(133,533)	(115,584)	143,931	162,781
CUMULATIVE NET	(375,000)	(470,250)	(790,558)	(1,194,585)	(1,581,929)	(1,732,979)	(1,866,512)	(1,982,096)	(1,838,165)	(1,675,384)

Source: Ernst & Young, Public Resources Advisory Group, Price Waterhouse and City Administrative Officer

n:/cpro/arena/cashflo2.f
03-Dec-96

Los Angeles Convention Center Arena

Annual Cash Flow versus Financing Alternatives for $70.6M Developer Incentive Package
Fiscal Years 1997-98 through 2023-24

PRELIMINARY ESTIMATES

Scenario A
- Surety Bond: $20M from LACC Reserve Fund
  Taxable Bond: $50.5M, with 2 years capitalized interest ($5.9 M for 25 years @ 8.5% thru 2023-24)
- Venture Contribution of $3.5M/year

Facts:
- Must begin process in 1996-97 with surety premium in 1997-98 and first debt service due in 1999-00
- Arena opens September 1999

Cash Flow	**2017-18**	**2018-19**	**2019-20**	**2020-21**	**2021-22**	**2022-23**	**2023-24**
Base Revenues							
Parking Tax (10% Every 3 Years)	1,048,764	1,048,764	1,048,764	1,153,640	1,153,640	1,153,640	1,269,004
Property Tax (2% Growth)	621,286	633,712	646,386	659,314	672,500	685,950	699,669
Business Tax (3% Growth)	757,755	780,488	803,903	828,020	852,861	878,447	904,800
Sales Tax (3% Growth)	500,517	515,533	530,999	546,929	563,337	580,237	597,644
Utility Tax (3% Growth)	220,805	227,429	234,252	241,280	248,518	255,974	263,653
TOT (3% Growth)	170,245	175,352	180,613	186,031	191,612	197,360	203,281
Subtotal	3,319,372	3,381,278	3,444,917	3,615,214	3,682,468	3,751,608	3,938,051
New Revenues							
Arena Parking Overflow	2,834,498	2,834,498	2,834,498	3,117,948	3,117,948	3,117,948	3,429,743
Venture Contribution	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000
Subtotal	6,334,498	6,334,498	6,334,498	6,617,948	6,617,948	6,617,948	6,929,743
Gross Base Revenues	9,653,870	9,715,776	9,779,415	10,233,162	10,300,416	10,369,556	10,867,794
Revenue Losses							
North Hall Rental Fees (3% Growth)	(1,083,668)	(1,116,178)	(1,149,663)	(1,184,153)	(1,219,678)	(1,256,268)	(1,293,956)
Displaced Businesses (3% Growth)	(135,458)	(139,522)	(143,708)	(148,019)	(152,460)	(157,034)	(161,745)
	(1,219,126)	(1,255,700)	(1,293,371)	(1,332,172)	(1,372,138)	(1,413,302)	(1,455,701)
Net Ongoing Base Revenues	8,434,744	8,460,076	8,486,044	8,900,990	8,928,278	8,956,254	9,412,093
One-time Revenue							
Construction Sales Tax ($.3, .6, .1M	0	0	0	0	0	0	0
Permit Fees ($.9M; $.9M)							
Total Revenues (A)	8,434,744	8,460,076	8,486,044	8,900,990	8,928,278	8,956,254	9,412,093
Cost							
Interest Earning Loss	730,000	730,000	730,000	730,000	13,400,000	0	0
Debt Service	5,900,000	5,900,000	5,900,000	5,900,000	5,900,000	5,900,000	5,900,000
Venture Repayment	0	0	0	0	0	0	0
Debt Service/Lost Interest (B)	6,630,000	6,630,000	6,630,000	6,630,000	19,300,000	5,900,000	5,900,000
NET: (A - B)	1,804,744	1,830,076	1,856,044	2,270,990	(10,371,722)	3,056,254	3,512,093
CUMULATIVE NET	9,533,376	11,363,452	13,219,496	15,490,486	5,118,764	8,175,018	11,687,111

Source: Ernst & Young, Public Resources Advisory Group, Price Waterhouse and City Administrative Officer

n:/cpro/arena/cashflo2.f
03-Dec-96

DATE: 1-15-97 COUNCIL ITEM NO. 47

PLEASE PRINT

PERSONS SEATED AT CENTER TABLE TO ANSWER QUESTIONS

AND PROVIDE INFORMATION TO COUNCIL MEMBERS

	NAME	TITLE	ORGANIZATION
1.	Steve Woy	ACCA	CLA
2.	Patricia Tubert	Sr. Assistant City Attorney	CA
3.	R Deaton	CLA	CLA
4.	K. Comrie	CAO	CAO
5.	~~Gary Miller~~	~~Fin Spec IV~~	CAO
6.	John Molloy	CRA. Admin	CRA
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			

COMMITTEE

SUGGESTED NOTIFICATION OF COUNCIL ACTION

Council File No. 96-1590-S1

- [ ] Petitioner/Communicant _____
- [x] Council Member(s) Walters, Ferraro, Alatorre, Hernandez, Svorinich, Goldberg
- [ ] _____
- [x] CLA, Ron Deaton
- [x] CRA
- [x] L.A. Convention Center Authority
- [x] LA Visitors and Convention Bureau
- [x] L.A. Arena Company, LLC
- [x] City Attorney
- [x] CAO
- [x] CDD
- [x] Housing
- [x] BRP, AHN Speedie
- [ ] _____
- [ ] _____
- [ ] _____
- [ ] _____
- [ ] _____
- [ ] _____

City of Los Angeles

OFFICE OF
CONTROLLER

RICK TUTTLE
CONTROLLER

220 CITY HALL
LOS ANGELES 90012
(213) 485-5066

October 25, 1996

Honorable Richard Riordan, Mayor
and Honorable Members of the City Council
of the City of Los Angeles

I am writing to express my concerns about the potential General Fund impact of the proposed Sports Arena project at the Los Angeles Convention Center.

In years past I have reviewed a number of City projects and proposals that did not work out as was projected and expected when they were first proposed. I need only name a few, including the proposed rehabilitation of City Hall and the recent Convention Center Expansion project, to illustrate that original budget projections and assumptions frequently are very different than what we find a few years later. It is partly because of this recent history (the Convention Center Expansion was only completed in 1993 and the City Hall Rehabilitation is still being planned) that I remain very skeptical about economic projections and assurances, that are not legally binding, made in support of the proposed public subsidy of a new Sports Arena.

I believe it is incumbent upon all of us in public office to deal with the facts as we know them, and not engage in wishful thinking or approve non-binding agreements that contain assumptions central to the success of a project.

I recommend that in addition to examining these assumptions, the Council should insist on certain binding agreements with the Sports Arena owners. These agreements should include legally defensible language limiting the obligations to the taxpayers of the City. The City should require the issuance of a surety bond, or some sort of impound account to allow the City to re-cover its costs should any portion of the agreement not be carried out. I further urge that an arrangement be included to guarantee that if any of the City revenues fall short, and the General Fund guarantee of the bond repayment is tapped, the Sports Arena owners shall be required to cover this cost. Finally, we need to make sure that the Convention Center is made whole during this project's life, and any agreement should include explicit language requiring the Sports Arena owners to pay for any Convention Center operating losses due to the construction and operation of the Sports Arena. To do otherwise would be adding to our General Fund subsidy of the Convention Center.

These recommendations should be acceptable to the Sports Arena owners. If this project is an economic success for the owners, it makes no sense for the City's General Fund to lose money. It may be that the only sensible way to facilitate this development is to build at the proposed North Hall site and have the City use its power of eminent domain to acquire adjacent properties. However, the City should draw the line at subsidizing this private development, and while it may take several years to generate the revenues to make the City's General Fund whole, my proposal is that we support the project subject to financial guarantees that the General Fund comes out whole, regardless of whether hotels and restaurants are built, or the efforts to mitigate adverse economic impacts on the present Convention Center work.

Please let me, or my Deputy Tim Lynch know if you have any questions about these matters.

Yours truly,



Rick Tuttle
City Controller

cc: R. Deaton, Chief Legislative Analyst
Keith Comrie, City Administrative Officer

FILED
CITY CLERK

'96 OCT 25 P3:13

CITY CLERK

BY _____ DEPUTY

BOARD OF REFERRED POWERS
NOTICE OF SPECIAL MEETING

Notice is hereby given that the Board of Referred Powers will convene for a Special Meeting:

Date: **Tuesday, September 17, 1996**
Time: **9:45 a.m.**
Place: **Council Chamber, Room 340**
Los Angeles City Hall

- AGENDA -

The Board of Referred Powers, acting instead of the Mayor, will consider the following case:

(1)

Case No. 96-2
The Board of Referred Powers, acting instead of the Mayor, will consider the City Council action of September 11, 1996 (C.F. No. 96-1590-S1) relative to an appropriation of funds to the City Attorney, Fund 100, Department No. 12, Contractual Services Account No. 3040, to engage a law firm to assist in the negotiation and preparation of the Memorandum of Understanding between the City of Los Angeles and the Los Angeles Arena Company, LLC, for the development of a sports and entertainment arena.

The City Attorney rendered an Opinion (No. 96:7) stating that the Mayor is disqualified from acting on the appropriation, and that Sec. 28.1 of the Charter is applicable, requiring a transfer to the Board of Referred Powers.

- - - - -

Councilmembers:

Hal Bernson, President
Richard Alatorre, Vice-President
Ruth Galanter
Mike Hernandez
Mark Ridley-Thomas

*** * * * * * * * * * * * * * * * * ***

William J. Speedie - Legislative Assistant
BOARD OF REFERRED POWERS
Tuesday, September 17, 1996

WJS:me
485-5707

ELIAS MARTINEZ
City Clerk

J. Michael Carey
Executive Officer

When making inquiries relative to this matter refer to File No.

CITY OF LOS ANGELES
CALIFORNIA

RICHARD J. RIORDAN
MAYOR

Office of
CITY CLERK
Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
Council File Information - (213) 485-5703
General Information - (213) 485-5705

Pat Healy
Chief Legislative Assistant

BRP Case No. 96-2

September 17, 1996

J. Michael Carey
City Clerk
City of Los Angeles

This is to certify that the Board of Referred Powers, at a special meeting held on September 17, 1996, acted instead of the Mayor to approve the City Council action of September 11, 1996 (C.F. No. 96-1590-S1) relative to an appropriation of funds to the City Attorney, Fund 100, Department No. 12, Contractual Services Account No. 3040, to engage a law firm to assist in the negotiation and preparation of the Memorandum of Understanding between the City of Los Angeles and the Los Angeles Arena Company, LLC, for the development of a sports and entertainment arena.

This action was taken upon a motion of Councilmember Ridley-Thomas, seconded by Councilmember Alatorre. The motion was adopted by the following vote: Ayes, Councilmembers Alatorre, Hernandez, Ridley-Thomas and Ferraro (the latter acting in place of Councilmember Bernson), 4; Noes, none.

In keeping with past practice, the Office of the City Clerk is to notify interested parties.

Very truly yours,

William J. Speedie
Deputy City Clerk
Board of Referred Powers

WJS:ys

brp96-2.ltr

ELIAS MARTINEZ
City Clerk

J. Michael Carey
Executive Officer

When making inquiries relative to this matter refer to File No.

BRP-2
CF 96-1590-S1

CITY OF LOS ANGELES
CALIFORNIA

RICHARD J. RIORDAN
MAYOR

Office of
CITY CLERK
Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
Council File Information - (213) 485-5703
General Information - (213) 485-5705

Pat Healy
Chief Legislative Assistant

September 17, 1996

James K. Hahn, City Attorney
Room 1800, City Hall East

Dear Mr. Hahn:

At its meeting of this date, the Board of Referred Powers acted instead of the Mayor to approve an appropriation of funds for retention of legal counsel to assist the City in the negotiation and preparation of documents relating to the proposed downtown sports and entertainment arena. Your opinion No. 96:7 stated that the Mayor was disqualified from acting on the appropriation, and that a transfer to the Board of Referred Powers was required.

After approving this item, the Board by a 4-0 vote requested that you indicate whether it would be appropriate for a procedure to be established whereby the City Council President could act on behalf of the Mayor in future instances relating to the proposed arena where the same or similar circumstances would cause Mayoral actions to be transferred to the Board.

Very truly yours,

William J. Speedie
Deputy City Clerk
Board of Referred Powers

WJS:me

J. MICHAEL CAREY
CITY CLERK

CITY OF LOS ANGELES
CALIFORNIA

OFFICE OF THE
CITY CLERK
ROOM 395, CITY HALL
LOS ANGELES, CA 90012
(213) 485-5708
FAX (213) 237-0636

RICHARD J. RIORDAN
MAYOR

96-1590-S1

September 19, 1996

L.A. Arena Company, LLC
13191 Crossroads Parkway North
Sixth Floor
City of Industry, CA 91746-4301

Board of Referred Powers
Chief Legislative Analyst,
Attn: Ron Deaton
City Administrative Officer
Community Redevelopment Agency
L.A. Convention Center Authority
City Attorney

Councilmember Walters
Councilmember Ferraro
Councilmember Alatorre
Councilmember Hernandez
Councilmember Svorinich
L.A. Visitors & Convention Bureau

RE: PROPOSAL FOR THE DEVELOPMENT OF A SPORTS AND ENTERTAINMENT ARENA FOR THE LOS ANGELES KINGS NHL HOCKEY TEAM AND THE LOS ANGELES LAKERS NBA BASKETBALL TEAM SUBMITTED BY THE L.A. ARENA COMPANY, LLC.

At the meeting of the Council held September 11, 1996, the following action was taken:

Attached Ad Hoc Committee on L.A. Arena Proposal report adopted..... X
Motion adopted to approve attached report.....
Motion adopted to approve attached communication.....
To the Mayor FORTHWITH.....
BOARD OF REFERRED POWERS CONCURRED, INASMUCH AS MAYOR WAS DISQUALIFIED FROM ACTING ON APPROPRIATION DUE TO CONFLICT OF INTEREST PURSUANT TO CHARTER SECTION 28.1, AS REPORTED BY CITY ATTORNEY ON SEPTEMBER 12, 1996..... 9-17-96
Findings adopted.....
Negative Declaration adopted.....
Categorically exempt.....
Generally exempt.....
EIR certified.....

J. Michael Carey

City Clerk
et

steno\961590.1

AN EQUAL EMPLOYMENT OPPORTUNITY – AFFIRMATIVE ACTION EMPLOYER

Recyclable and made from recycled waste.

RECEIVED

Mayor's Time Stamp
'96 SEP 11 P2:33
DEPUTY MAYOR

City Clerk's Time Stamp
FILED
CITY CLERK'S OFFICE
'96 SEP 11 P2:46
CITY CLERK
BY _____ DEPUTY

SUBJECT TO MAYOR'S APPROVAL

COUNCIL FILE NO. 96-1590-S1 COUNCIL DISTRICT NO. _____

COUNCIL APPROVAL DATE September 11, 1996

RE: PROPOSAL FOR THE DEVELOPMENT OF A SPORTS AND ENTERTAINMENT ARENA FOR THE LOS ANGELES KINGS NHL HOCKEY TEAM AND THE LOS ANGELES LAKERS NBA BASKETBALL TEAM SUBMITTED BY THE L.A. ARENA COMPANY, LLC.

LAST DAY FOR MAYOR TO ACT SEP 21 1996
(10 Day Charter requirement as per Charter Section 354)

DO NOT WRITE BELOW THIS LINE - FOR MAYOR OFFICE USE ONLY

APPROVED

✓

by Board of Referred Powers
9/17/96

*DISAPPROVED

_____

*Transmit objections in writing pursuant to Charter Section 354

DATE OF MAYOR APPROVAL OR DISAPPROVAL _____

SEP 19 1996

_____
MAYOR

steno\961590.1

FILED
CITY CLERK'S OFFICE

'96 SEP 18 P3:55

CITY CLERK

BY:

JAMES K. HAHN
CITY ATTORNEY

Office of the City Attorney
Los Angeles, California

CRIMINAL BRANCH
(213) 485-5452
—
CIVIL BRANCH
(213) 485-6370
—
WRITER'S DIRECT DIAL
NUMBER (213) 485-5440
FAX: (213) 485-8899

OPINION NO. 96-7
SEP 12 1996

OPINION RE:

THE MAYOR IS DISQUALIFIED FROM ACTING ON AN APPROPRIATION TO PAY FOR CONTRACTUAL SERVICES RELATING TO THE CITY'S CONSIDERATION OF THE L.A. ARENA PROPOSAL, THUS REQUIRING THE TRANSFER OF THE MATTER TO THE BOARD OF REFERRED POWERS

The Honorable Richard J. Riordan
Mayor, City of Los Angeles
Room 305, City Hall
200 North Spring Street
Los Angeles, California 90012

(Council File No. 96-1590, S1 not transmitted)

Dear Mayor Riordan:

By a communication to us dated September 12, 1996, a member of your staff sought our opinion on your behalf concerning whether you are disqualified from acting on an appropriation to pay for the contractual services of a law firm to assist in the negotiation and preparation of a Memorandum of Understanding in connection with the L.A. Arena Proposal ("the Proposal").

On September 11, 1996, the Council approved in concept a proposal by the L.A. Arena Company, Ltd. for the development of a sports and entertainment arena at the Los Angeles Convention Center. At the same time, the Council authorized the City Attorney to engage the services of a law firm to assist in the negotiation and preparation of a Memorandum of Understanding in connection with the Proposal. The Council also approved the transfer of funds from the Reserve Fund to the Unappropriated Balance and the appropriation therefrom of those funds to pay for those legal services.

CITY CL

'96 SEP 13 A9:52

CITY CLERK

BY._____ DEPUTY

The request for this opinion states that you "own [a] significant interest in the historic Original Pantry restaurant and adjacent parking lot . . . ." It also states that the "most southerly boundary of the parking lot is some 390 feet from the closest boundary of the proposed Arena." Moreover, the request reflects your view that the completion of the project may "affect the underlying value and rental income of these properties."

Based on those facts, you have asked the following:

QUESTION:

Are you disqualified from acting on the appropriation described above?

ANSWER:

Yes, you are disqualified from acting on the appropriation. Pursuant to Charter § 28.1, the matter must be transferred for action to the Board of Referred Powers.

COMMENT:

City Charter § 28.1 provides in part that, if requested, the City Attorney shall render a written opinion concerning whether a City officer, such as the Mayor, is disqualified by state law from acting on a particular matter, or whether it would be contrary to the public interest for the officer to act. If the City Attorney concludes that the officer cannot act as a result of state law or the "public interest" standard of § 28.1, that officer is disqualified from acting on the matter, and the matter is transferred to the Board of Referred Powers for its action.

Because it is our view that it would be "contrary to the public interest" for you to act on the appropriation, we need not

determine whether you are also disqualified from acting by provisions of state law.

The City Charter does not define the term "public interest" as that term is used in § 28.1. However, in an opinion dated May 4, 1967 (76 Ops. City Atty. 204), and in numerous subsequent opinions, the City Attorney has expressed the view that:

> "[I]t might be stated that in any case where the commissioner feels that the relationship to the matter is such that he could not act objectively or where the facts are such that the public might well question his objectivity, it would not be in the public interest for the commission to act." (76 Ops. City Atty. at 210.)

Thus, the disqualification of officials from acting under certain circumstances is "necessary not only to guard actual impartiality but also to insure public confidence." Kimura v. Roberts (1979) 89 Cal.App.3d 871, 875.

Because you own a "significant interest" in property located relatively near the proposed project site, and because you believe that completion of the project may affect the value and rental income of the property in which you own that interest, it is our opinion that members of the public may reasonably conclude that you could not act

objectively on the matter. Therefore, it would not be in the public interest for you to act. You are therefore disqualified from acting, and the matter will be transferred for action to the Board of Referred Powers.

Very truly yours,

JAMES K. HAHN, City Attorney

By
ANTHONY SAUL ALPERIN
Assistant City Attorney

ASA:\30735

Assistants Concurring

Released

26

AD HOC COMMITTEE ON L.A. ARENA PROPOSAL
Report/Communciation for signature

Council File Number 96-1590-S1

Committee Meeting Date 9-5-96

Council Date 9-11-96

COMMITTEE MEMBER	YES	NO	ABSENT
COUNCILMEMBER RITA WALTERS, Chair	✓		
COUNCILMEMBER FERRARO	✓		
COUNCILMEMBER ALATORRE	✓		
COUNCILMEMBER HERNANDEZ	✓		
COUNCILMEMBER SVORINICH	✓		

Remarks _____

_____

Pat Healy, Chief Legislative Assistant ♦♦♦♦ Telephone 485-4796

File No. 96-1590-S1

TO THE COUNCIL OF THE
CITY OF LOS ANGELES

Your **AD HOC COMMITTEE ON L.A. ARENA PROPOSAL** reports as follows:

	Yes	No
Public Comments	X	

AD HOC COMMITTEE ON L.A. ARENA PROPOSAL REPORT relative to the proposal for the development of a sports and entertainment arena for the Los Angeles Kings NHL Hockey Team and the Los Angeles Lakers NBA Basketball Team submitted by the L.A. Arena Company, LLC.

Recommendations for Council action, substantially as recommended by the Chief Legislative Analyst and the City Administrative Officer:

1. APPROVE in concept, the proposal for a sports and entertainment arena at the Los Angeles Convention Center as proposed by the Los Angeles Arena Company, LLC, which would require the City to demolish the North Hall at the Los Angeles Convention Center and provide a site for the arena, contribute a minimum of $60.5 million, with a maximum contribution of $70.5 million, for the purchase of land, expedite entitlements processing and other approvals, and provide other support such as parking and signage.

2. INSTRUCT the City Administrative Officer and the Chief Legislative Analyst with the assistance of the City Attorney to negotiate for the City and, with the assistance of staff from the Los Angeles Convention Center, Los Angeles Visitors and Convention Bureau, and Community Redevelopment Agency, to address issues contained in but not limited to this report and refine deal points presented in the proposal to be included in the Memorandum of Understanding (MOU) between the City of Los Angeles and the Los Angeles Arena Company, LLC.

3. INSTRUCT the City Administrative Officer and the Chief Legislative Analyst with the assistance of the City Attorney to include in the MOU negotiations, at the request of the Ad Hoc Committee on Arena Proposal, the following issues in addition to those listed in recommendation No. 2 above: an analysis of the availability of federal grant funds to offset City costs; an analysis of parking impacts on the surrounding communities; an agreement that the City should have no liability if it should fail to meet the deadlines set by the Venture due to eminent domain procedures; refinement of agreement relative to arrangements and guarantees of acceptable sporting uses in the 26th through 55th years of the lease, and a

Your **AD HOC COMMITTEE ON L.A. ARENA PROPOSAL** reports as follows:

discussion of post fifty-five year lease arrangements; a definition of "entertainment"; an analysis of the impact on the economic development in the surrounding areas; a clear definition of the design content for advertising that will be allowed at the site; and, determination of the design criteria for the arena and adjacent structures.

4. INSTRUCT the City Attorney to present to the City Council for approval a final Memorandum of Understanding detailing all deal points relative to economic terms and responsibilities of involved parties.

5. AUTHORIZE the City Attorney to engage the law firm of Brand Farrar Dziubla Freilich & Kolstad, LLP to assist in the negotiation and preparation of the Memorandum of Understanding.

6. TRANSFER, SUBJECT TO THE APPROVAL OF THE MAYOR, $150,000 from the Reserve Fund to the Unappropriated Balance and appropriate therefrom to the City Attorney, Fund No. 100, Department No. 12, Contractual Services Account No. 3040.

FISCAL IMPACT STATEMENT: The minimum City contribution would be $60.5 million with a maximum additional City contribution of $10 million, for a total of $70.5 million. Assuming this amount were debt financed, the annual cost to the General Fund would be between $5.5 million and $7 million per year, depending on the method of financing. The construction of the arena is expected to generate approximately $1.5 million in net additional tax revenues to the City, resulting in a net impact of the Arena on the General Fund of between $4 million and $5.5 million per year.

SUMMARY

On September 5, 1996, the Ad Hoc Committee on L.A. Arena Proposal considered a joint report from the City Administrative Officer (CAO) and the Chief Legislative Analyst (CLA) relative to an analysis of a proposal submitted by the Los Angeles Arena Company, LLC ("Venture"), to develop an arena at or near the current site of the North Hall of the Los Angeles Convention Center. The proposal from the Venture includes the construction of a "state of the art" arena on the North Hall site of the Convention Center to house the Los Angeles Lakers, Los Angeles Kings and various other entertainment events. The

Your **AD HOC COMMITTEE ON L.A. ARENA PROPOSAL** reports as follows:

proposal requires that the City and the Venture enter into a detailed and binding Memorandum of Understanding (MOU) by October 15, 1996 or 30 days from the date the City Council approves the proposal in concept, whichever is earlier.

The Venture proposes to build a first class sports and entertainment facility with approximately 20,000 seats, including about 150 luxury boxes, 2,500 club seats, up to 50,000 square feet of ancillary retail, dining and entertainment uses, and up to 50,000 square feet for administrative offices. It will also involve the development of approximately 4,500 parking spaces. The Venture has entered into lease agreement with the Kings and the Lakers who will be obligated to play their home games at the Arena for 25 years.

The proposal further requests the City to convey the North Hall, surrounding sites and the property the City currently owns along the northern edge of 11th Street to the Venture for construction of the Arena and parking facilities. The North Hall and any other structures on those properties would have to be demolished by the City. Additionally, the City would acquire additional properties north of 11th Street and east of Figueroa Street, demolish any structures, relocate any residents and businesses on the properties, and convey the properties to the Venture for surface parking. The estimated cost of acquiring and clearing the Olympic and Figueroa properties is $60.5 million, which the proposal states is the minimum contribution from the City. If costs exceed $60.5 million, the additional costs would be shared equally between the City and the Venture, but the City's total contribution would be capped at $70.5 million.

The Venture plans to complete the Arena by September 1, 1999. To meet this schedule, the Venture desires that all land needed for the Arena, parking and ancillary facilities be assembled and the processing of necessary entitlements be accomplished in an expeditious manner in order to begin construction by September 1, 1997.

The Venture's proposal requests parking spaces at the West Hall during Lakers, Kings and other Arena events. The Venture's proposal also includes the right to place commercial signage on the face and/or roof of the South Hall of the Convention Center and the construction of pylon-mounted signs.

The CAO and CLA reported that financing to net $60.5 million for the Olympic and Figueroa properties will result in annual debt service costs of between $5.5 million and $7 million depending on the financing method. The financing would be taxable and would be

Your **AD HOC COMMITTEE ON L.A. ARENA PROPOSAL** reports as follows:

an obligation of the General Fund. A portion of the debt service could be offset by additional revenues from the Arena. Preliminary estimates of additional revenues range from $1.0 to $1.5 million. The CAO and CLA estimate that the General Fund contribution for debt service would range from $4.0 million to $7.0 million per year. Also, under the Venture's proposal, the City would be prohibited from imposing any tax or surcharge at the facility, including an entertainment or admission tax.

During the extensive discussion of this item, Ad Hoc Committee members made suggestions relative to additional deal points which should be included in the MOU negotiations. Your Committee believes that several issues in the proposal should be refined and included in the MOU between the City of Los Angeles and the Venture. Your Committee recommends that the CAO and CLA conduct an analysis of the availability of federal grant funds which could be used to offset the City costs. Additionally, a more detailed analysis of the parking impacts on the areas surrounding the arena site, and the need for additional parking facilities should be made.

Your Committee members believe that there should be a refinement to the agreement relative to the length of the lease including a discussion of post fifty-five year lease arrangements and guarantees of acceptable sporting uses in the 26th through 55th years of the lease. Other areas of concern include a clearer definition of "entertainment", and a more in depth analysis of the economic development in the surrounding areas, with the involvement of the Community Development Bank.

It was also brought out at the committee meeting that the proposal calls for an arena structure which will be approximately 220 feet in height with a 275-foot architectural tower on Figueroa. The Venture's proposal includes the right to place commercial signage on the face and/or roof of the South Hall. In addition the Venture wishes to construct pylon-mounted signs. The negotiation process should produce a clear definition of the design content for advertising that will be allowed at the site, and a determination of the design criteria for the arena and adjacent structures.

Members of the public addressing the Committee pointed out that City support of the Arena proposal was critical to the revitalization of downtown Los Angeles, and would be instrumental in creating a unique reason for the public to come to downtown Los Angeles. One member of the public expressed concern relative to involving the community in the process, particularly as it relates to the creation of jobs and economic development in the area.

File No. 96-1590-S1

Your **AD HOC COMMITTEE ON L.A. ARENA PROPOSAL** reports as follows:

Your Ad Hoc Committee unanimously supports the concept of a sports and entertainment arena at the Los Angeles Convention Center, and agrees that such a facility is important to both Los Angeles and the Los Angeles region. Your Committee recommends that the CAO and the CLA, with the assistance of the City Attorney, negotiate for the City and, with the additional assistance of staff from the Los Angeles Convention Center, Los Angeles Visitors and Convention Bureau, and Community Redevelopment Agency, address issues contained in the staff report, and the added issues raised by your Committee members. These offices should be further instructed to refine deal points presented in the proposal to be included in the MOU between the City of Los Angeles and the Los Angeles Arena Company, LLC.

Respectfully submitted,

AD HOC COMMITTEE ON L.A. ARENA PROPOSAL

Rita Walters

Jan Perry

Nate Holden

Rudy Svorinich, Jr.

ADOPTED

SEP 11 1996

LOS ANGELES CITY COUNCIL

#961590.1
9/09/96
peh

TO THE MAYOR FORTHWITH, A-5354

++++++

I WISH TO BE HEARD BEFORE THE CITY COUNCIL

AGENDA ITEM NO. 26 TODAY'S DATE Sept 11, 1996

I am speaking FOR [ ] AGAINST [✓] the Agenda Recommendation

COUNCIL FILE NO.: 96-1590

SUBJECT: L.A. ARENA

Name: G SCHAFFER

Street: 729 Ontario Ave

City: L.A. 90042

Telephone: (213)-258-5482

Are you speaking on your own behalf? YES [ ] NO [ ]

If NO, and you are being compensated to speak for or represent someone other than yourself, please disclose who you are representing:

Name:

Street:

City:

(over)

What relationship do you have with the person you are speaking for or representing? (Check as many as apply)

[ ] Lobbyist for person. [ ] Employee of the person.

[ ] Attorney for person. [ ] Other:_____.

Are you registered as a Lobbyist with the City Ethics Commission?*

YES [ ] NO [ ]

* Any questions about the City's Lobbying Law should be directed to the City Ethics Commission at (213) 237-0310. You may also go to the Commission Office at 201 N. Los Angeles Street, L.A. Mall, Suite 2, Los Angeles, CA 90012.

PLEASE GIVE THIS CARD TO ONE OF THE TWO POLICE OFFICERS AT THE FRONT OF THE COUNCIL ROOM WELL BEFORE YOUR ITEM IS TO BE HEARD BY THE CITY COUNCIL.

I WISH TO BE HEARD BEFORE THE CITY COUNCIL

AGENDA ITEM NO. 26 TODAY'S DATE Sep 11, 1996

I am speaking FOR [ ] AGAINST [X] the Agenda Recommendation

COUNCIL FILE NO.: 96-1590

SUBJECT:

Name: ANDY FUZESI

Street: 11835 W. OLYMPIC BLVD

City: LOS ANGELES,

Telephone: (310) 444-5965

Are you speaking on your own behalf? YES [X] NO [ ]

If NO, and you are being compensated to speak for or represent someone other than yourself, please disclose who you are representing:

Name:

Street:

City:

(over)

What relationship do you have with the person you are speaking for or representing? (Check as many as apply)

[ ] Lobbyist for person. [ ] Employee of the person.

[ ] Attorney for person. [ ] Other:_____.

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I WISH TO BE HEARD BEFORE THE CITY COUNCIL

AGENDA ITEM NO. 26 TODAY'S DATE 9-11-96

I am speaking FOR [✓] AGAINST [ ] the Agenda Recommendation

COUNCIL FILE NO.: 96-1590 S1 CD 9

SUBJECT: LA ARENA

Name: DARRYL HOLTER - (SHAMMAS GROUP)

Street: 714 W. OLYMPIC BLVD.

City: LA

Telephone: 213-936-3746

Are you speaking on your own behalf? YES [✓] NO [ ]

If NO, and you are being compensated to speak for or represent someone other than yourself, please disclose who you are representing:

Name:

Street:

City:

(over)

What relationship do you have with the person you are speaking for or representing? (Check as many as apply)

[ ] Lobbyist for person. [ ] Employee of the person.

[ ] Attorney for person. [ ] Other:_____.

Are you registered as a Lobbyist with the City Ethics Commission?*

YES [ ] NO [ ]

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I WISH TO BE HEARD BEFORE THE CITY COUNCIL

AGENDA ITEM NO. 26 TODAY'S DATE 9/a/96

I am speaking FOR [✓] AGAINST [ ] the Agenda Recommendation

COUNCIL FILE NO.: 96-1590

SUBJECT: Sports Arena

Name: MIKE PFEIFFER, SOUTH PARK STAKEHOLDERS GROUP

Street: 315 WEST NINTH ST #912

City: LOS ANGELES

Telephone: 213-612-3612

Are you speaking on your own behalf? YES [ ] NO [ ]

If NO, and you are being compensated to speak for or represent someone other than yourself, please disclose who you are representing:

Name: SOUTH PARK STAKEHOLDERS GROUP

Street: (NONPROFIT ASSOCIATION)

City:

(over)

What relationship do you have with the person you are speaking for or representing? (Check as many as apply)

[ ] Lobbyist for person. [ ] Employee of the person.

[ ] Attorney for person. [ ] Other:_____.

Are you registered as a Lobbyist with the City Ethics Commission?*

YES [ ] NO [ ]

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I WISH TO BE HEARD BEFORE THE CITY COUNCIL

AGENDA ITEM NO. 24 TODAY'S DATE _____

I am speaking FOR [✓] AGAINST [ ] the Agenda Recommendation

COUNCIL FILE NO.: _____

SUBJECT: Concerned citizen of SCLA

Name: Iyanla Pate / Exc dir

Street: 4707 Centre

City: _____

Telephone: 846-2500

Are you speaking on your own behalf? YES [ ] NO [✓]

If NO, and you are being compensated to speak for or represent someone other than yourself, please disclose who you are representing:

Name: Concerned citizen of SCLA

Street: 4707 Centre

City: LA 90021

(over)

What relationship do you have with the person you are speaking for or representing? (Check as many as apply)

[ ] Lobbyist for person. [ ] Employee of the person.

[ ] Attorney for person. [ ] Other:_____.

Are you registered as a Lobbyist with the City Ethics Commission?*

YES [ ] NO [ ]

* Any questions about the City's Lobbying Law should be directed to the City Ethics Commission at (213) 237-0310. You may also go to the Commission Office at 201 N. Los Angeles Street, L.A. Mall, Suite 2, Los Angeles, CA 90012.

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I WISH TO BE HEARD BEFORE THE CITY COUNCIL

AGENDA ITEM NO. 26 TODAY'S DATE _____

I am speaking FOR [✓] AGAINST [ ] the Agenda Recommendation

COUNCIL FILE NO.: New Sport arena

SUBJECT: _____

Name: Miguel Galvez

Street: 420 Collis

City: LA

Telephone: 381-5611

Are you speaking on your own behalf? YES [✓] NO [ ]

If NO, and you are being compensated to speak for or represent someone other than yourself, please disclose who you are representing:

Name: _____

Street: _____

City: _____

(over)

What relationship do you have with the person you are speaking for or representing? (Check as many as apply)

[ ] Lobbyist for person. [ ] Employee of the person.

[ ] Attorney for person. [ ] Other:_____.

Are you registered as a Lobbyist with the City Ethics Commission?*

YES [ ] NO [ ]

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#26

I WISH TO BE HEARD BEFORE THE CITY COUNCIL

AGENDA ITEM NO. #26 TODAY'S DATE 9-10-96

I am speaking FOR [ ] AGAINST [✓] the Agenda Recommendation

COUNCIL FILE NO.: 96-1590

SUBJECT: L.A. ARENA Proposal

Name: ADDIE MILLER

Street: 4812 WALL Street

City: LOS ANGELES

Telephone: (213) 8460105

Are you speaking on your own behalf? YES [✓] NO [ ]

If NO, and you are being compensated to speak for or represent someone other than yourself, please disclose who you are representing:

Name:

Street:

City:

(over)

What relationship do you have with the person you are speaking for or representing? (Check as many as apply)

[ ] Lobbyist for person. [ ] Employee of the person.

[ ] Attorney for person. [ ] Other:_____.

Are you registered as a Lobbyist with the City Ethics Commission?*

YES [ ] NO [ ]

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I WISH TO BE HEARD BEFORE THE CITY COUNCIL

AGENDA ITEM NO. _____ TODAY'S DATE 9/11/96

I am speaking FOR [X] AGAINST [ ] the Agenda Recommendation

COUNCIL FILE NO.: _____

SUBJECT: ARENA PROPOSAL

Name: ~~DAVID [illegible]~~ RAY REMY

Street: 350 S. BIXEL ST.

City: LOS ANGELES CA 90017

Telephone: 213/580-7582

Are you speaking on your own behalf? YES [ ] NO [ ]

If NO, and you are being compensated to speak for or represent someone other than yourself, please disclose who you are representing:

Name: LA AREA CHAMBER OF COMMERCE

Street: _____

City: _____

(over)

What relationship do you have with the person you are speaking for or representing? (Check as many as apply)

[ ] Lobbyist for person. [ ] Employee of the person.

[ ] Attorney for person. [ ] Other:_____.

Are you registered as a Lobbyist with the City Ethics Commission?*

YES [ ] NO [ ]

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I WISH TO BE HEARD BEFORE THE CITY COUNCIL

AGENDA ITEM NO. 26 TODAY'S DATE 9/11/96

I am speaking FOR [X] AGAINST [ ] the Agenda Recommendation

COUNCIL FILE NO.:

SUBJECT: Downtown Sports Arena

Name: MARIA ELENA DURAZO

Street: 321 S. Bixel ST

City: Los Angeles

Telephone: 213)-481-8530

Are you speaking on your own behalf? YES [ ] NO [ ]

If NO, and you are being compensated to speak for or represent someone other than yourself, please disclose who you are representing:

Name:

Street:

City:

(over)

What relationship do you have with the person you are speaking for or representing? (Check as many as apply)

[ ] Lobbyist for person. [ ] Employee of the person.

[ ] Attorney for person. [ ] Other:_____.

Are you registered as a Lobbyist with the City Ethics Commission?*

YES [ ] NO [ ]

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I WISH TO BE HEARD BEFORE THE CITY COUNCIL

AGENDA ITEM NO. 26 TODAY'S DATE 9.11.96

I am speaking FOR [✓] AGAINST [ ] the Agenda Recommendation

COUNCIL FILE NO.: 96-1590

SUBJECT: AD HOC COMM. ON LA ARENA

Name: PEGGY MOORE

Street: 121 S. HOPE #337

City: L.A. 90012

Telephone: 213 617.2598

Are you speaking on your own behalf? YES [✓] NO [ ]

If NO, and you are being compensated to speak for or represent someone other than yourself, please disclose who you are representing:

Name:

Street:

City:

(over)

What relationship do you have with the person you are speaking for or representing? (Check as many as apply)

[ ] Lobbyist for person. [ ] Employee of the person.

[ ] Attorney for person. [ ] Other:_____.

Are you registered as a Lobbyist with the City Ethics Commission?*

YES [ ] NO [ ]

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I WISH TO BE HEARD BEFORE THE CITY COUNCIL

AGENDA ITEM NO. 26 TODAY'S DATE Sept 11 96

I am speaking FOR [X] AGAINST [ ] the Agenda Recommendation

COUNCIL FILE NO.: 96-1590 S1

SUBJECT:

Name: Michael Collins

Street: LA Convention Bureau

City:

Telephone: 236-2304

Are you speaking on your own behalf? YES [ ] NO [—]

If NO, and you are being compensated to speak for or represent someone other than yourself, please disclose who you are representing:

Name: Los Angeles Convention & Visitors Bureau

Street:

City:

(over)

What relationship do you have with the person you are speaking for or representing? (Check as many as apply)

[ ] Lobbyist for person. [ ] Employee of the person.

[ ] Attorney for person. [ ] Other:_____.

Are you registered as a Lobbyist with the City Ethics Commission?*

YES [ ] NO [ ]

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I WISH TO BE HEARD BEFORE THE CITY COUNCIL

AGENDA ITEM NO. 26 TODAY'S DATE 9/11/96

I am speaking FOR [X] AGAINST [ ] the Agenda Recommendation

COUNCIL FILE NO.:

SUBJECT: Arena

Name: Carol Schatz

Street: 606 So Olive

City: LA 90017

Telephone: (213) 624-1255

Are you speaking on your own behalf? YES [ ] NO [X]

If NO, and you are being compensated to speak for or represent someone other than yourself, please disclose who you are representing:

Name: Central City Assoc.

Street: See above

City:

(over)

What relationship do you have with the person you are speaking for or representing? (Check as many as apply)

[ ] Lobbyist for person. [X] Employee of the person.

[ ] Attorney for person. [ ] Other:_____.

Are you registered as a Lobbyist with the City Ethics Commission?*

YES [X] NO [ ]

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SPEAKER CARDS

SEP 11 1996

96-1590-S1

DATE: 9-11-96 COUNCIL ITEM NO. 28

PLEASE PRINT

PERSONS SEATED AT CENTER TABLE TO ANSWER QUESTIONS

AND PROVIDE INFORMATION TO COUNCIL MEMBERS

	NAME	TITLE	ORGANIZATION
1.	PEDRO B. ECHEVERRIA	CHIEF ASST. CITY ATTY.	CITY ATTORNEY
2.	Steve Wong	ACLA	CLA
3.	KEITH COMRIE	CAO	CAO
4.	John Molloy	CRA Admin	CRA
5.	H&L Ross	LA CONVENTION CENTER AUTHORITY	CHAIR ARENA C.R. COMM. HOPE
6.	DAVID S. RUNNINGHAM JR	~~MEMBER/COMMISSIONER~~ COMMISSIONER	L.A. CONV CENTER AUTHORITY
7.	CHRIS ESSEL	CHAIR/COMMISSIONER	CRA
8.	R Deaton	CLA	CLA
9.			
10.			
11.			
12.			
13.			
14.			

NATE HOLDEN
COUNCILMAN
TENTH DISTRICT

CITY HALL OFFICE:
200 N. SPRING ST.
CITY HALL, ROOM 230
LOS ANGELES, CA 90012
TEL: (213) 485-3323
FAX: (213) 485-9829

City Council
of the
City of Los Angeles
City Hall
90012

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COMMITTEES:
CHAIRMAN
TRANSPORTATION
VICE-CHAIRMAN
PUBLIC SAFETY
MEMBER
ENVIRONMENTAL QUALITY &
WASTE MANAGEMENT

FIELD OFFICE:
5651 W. PICO BLVD.
LOS ANGELES, CA 90019
TEL: (213) 237-1752
FAX: (213) 346-7337

September 11, 1996

The City Council
Council Chambers

Re: The Sports Arena
Item #26 Council Meeting 9/11/96 Council File: #96-1590

I am adamently opposed to the current proposal for a new Sports Arena to be located at the site of the Los Angeles Convention Center. We all know what it means when we hear things like "contribute a minimum" because the "minimum" figure will always be a lot, lot more. We're asking the citizens of Los Angeles to come up with a minimum of $60.5 million. That's bad enough, but it will be even more. I've read the arena report and it confirms all my suspicions. If this deal goes through as planned, Los Angeles taxpayers will have to pay nearly 10 million dollars a year for the next 27 years! And who will be making a profit? The owners, not the city. Their revenues should be paying for all of this, not ours.

***We've already put the Coliseum into mothballs after 100 million dollars in renovations and it's not over yet. Now, we're going to go into debt in a situation that will immobilize our Convention Center and ultimately give it to the private section.**

***We're building, rebuilding, renovating, demolishing, and spending hundreds of millions for nothing. This must not be our public policy. It has to stop.**

***If this deal for the arena goes through, we will be turning our Convention Center into a white elephant. It will be heading on the road to privatization.**

***There are outstanding bonds that must be released from liens. The bond holders must agree to let them knock down the North Hall, which is unlikely to happen.**

***The bonds are tax free and they will be in jeopardy if there is a merger between the LACC and the Sports Arena. The arena is a for profit venture.**

***This is not a clean deal. We're getting nothing back. The city is giving up everything and the contractors are taking. We're not even getting an admissions tax.**

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***What they're not telling you is that the CC was established by the joint powers authority...county and city...and concurrence is needed from the county in order to do this deal.**

***What they've done is give you a short time line for the city to acquire property using the eminent domain act. It's app. 60 days. When you try to take people's property, you cannot take control automatically. Just look back at Chavez ravine. The time line demanded by the developer is totally unrealistic. This will go to Court. The price of the property will have to be settled. There will be legal ramifications.**

***The Convention Center needs one million square feet to be competitive. It currently has 800,000 square feet. The demolition of the North Hall will take away another 100,000 square feet. That's a one million dollar yearly loss to the city for the next 27 years for the destruction of the North Hall and other revenues associated with it.**

***We don't want to put ourselves into more financial problems like Oakland is experiencing. That city has a $10 million annual shortfall that the taxpayers will have to make up in supporting the deal made between Al Davis and the Oakland city council.**

***A sign will be put at the top of the LACC site, which will be an indication of the ownership belonging to the private sector, not the city. We lose the rights to Convention Center signage and its name. The Convention Center will keep on losing money and soon it will be suggested that the whole thing be turned over to the private sector. If we can't sell the Convention Center, let's just give it away.**

***The mayor kept this project in his office for at least 18 months. He put the deal together, recused himself, and now sits back for it all to happen knowing he personally will profit.**

We have nothing to gain and everything to lose. This is a costly project that has no benefit to the city and is taking large sums of money from the taxpayer. <u>I urge a NO vote.</u> It's the right thing to do. If this project is approved, I'm certain a lawsuit will be filed and I will join with the plaintiff.

NATE HOLDEN
Councilman, Tenth District

STATE CAPITOL, ROOM 2052
SACRAMENTO, CA 95814
(916) 445-1353

10951 W. PICO BLVD., #202
LOS ANGELES, CA 90064
(310) 441-9084

Senate
California Legislature

TOM HAYDEN
SENATOR
TWENTY-THIRD DISTRICT

COMMITTEES
ENERGY AND PUBLIC UTILITIES
NATURAL RESOURCES AND WILDLIFE
TOXICS AND PUBLIC SAFETY MANAGEMENT
TRANSPORTATION

#26

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SEP 11 1996

HAYDEN QUESTIONS WHETHER MAYOR HAS BECOME "REPEAT OFFENDER" OF ETHICS LAWS

Mayor Used Public Office for Private Benefit in Sports Arena Development

Contact: Rocky Rushing
(310) 441-9084

September 10, 1996

LOS ANGELES -- At a press conference Wednesday, Senator Hayden will call on the FPPC to investigate Mayor Richard Riordan's role in promoting the proposed downtown sports arena despite "overflowing evidence" of a conflict of interest.

"The Mayor has been a key player in luring developers Philip Anschutz and Ed Roski to build their entertainment complex downtown in the same area where the Mayor owns the Original Pantry restaurant, a parking lot and the Fine Arts building ," said Hayden, D-Los Angeles. "The Mayor is going to make a tidy profit on the Pantry and parking lot and seems to have turned City Hall conflict of interest into a fine arts building."

Mayor Riordan recused himself from the decision-making process regarding the sports arena but only after inviting Anschutz and Roski to pursue the development in an August 6 letter. Hayden said Mayor Riordan's recusal is a "virtual admission" and questioned whether the Mayor has become a "repeat offender" of ethic laws in light of the A.C. Martin and Tetra Tech conflict of interest scandals.

The City Council is expected to decide Wednesday whether to approve "the concept" of the $240 million sports arena, including $70 million in city funds. At Wednesday's press conference, Hayden also will release a statement to the City Council urging it to establish and independent audit on the arena proposal before approving the concept.

WHAT: Press conference, calling for FPPC investigation of Mayor Riordan
WHEN: 9:30 a.m., Wednesday, September 11
WHERE: City Hall, 200 S. Spring Street (On the Spring Street steps)
WHO: Senator Tom Hayden

###

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STATE CAPITOL, ROOM 2052
SACRAMENTO, CA 95814
(916) 445-1353

10951 W. PICO BLVD., #202
LOS ANGELES, CA 90064
(310) 441-9084

Senate

California Legislature

TOM HAYDEN
SENATOR
TWENTY-THIRD DISTRICT

COMMITTEES:
ENERGY AND PUBLIC UTILITIES
NATURAL RESOURCES AND WILDLIFE
TOXICS AND PUBLIC SAFETY MANAGEMENT
TRANSPORTATION

SENATOR HAYDEN CALLS FOR INDEPENDENT ASSESSMENT OF TAXPAYER COSTS AND DEVELOPER BENEFITS BEFORE CITY DECISION ON DOWNTOWN SPORTS ARENA.

Statement of Senator Tom Hayden to Los Angeles City Council, September 11, 1996.

I urge the City Council not to approve the downtown sports arena "in concept" without establishing an independent audit mechanism that will provide reliable answers to questions that should be asked before any such project goes forward.

Putting the CRA in place as the lead agency for environmental reviews, for example, is akin to putting oil drilling firms in charge of protecting our coastal waters. The CRA is deeply self-interested in the arena project. It will almost certainly produce self-serving data that will minimize the added traffic congestion and air pollution impacts of the arena development, in circumvention of the clear mandates of the California Environmental Quality Act (CEQA).

I cite this example because my duty as chairman of the Senate Natural Resources Committee is to preserve CEQA and public review against relentless attack.

The more fundamental issue before the Council is: what is the "concept" of the project the Council is being asked to "approve in concept"?

Is the "concept" to truly add to the availability of world-class sports in Los Angeles? The Lakers and Kings are already here, if we include Inglewood in the definition of the market accessible to Los Angeles residents.

Is the "concept" to create a better quality of life in a downtown mecca anchored by a sports arena? We have had the Dodgers, Rams, Raiders and other world-class sports in the downtown district for years, and still the downtown languishes. Inglewood has the Lakers and Kings, and Inglewood languishes too.

Or is the "concept", as I suspect, another attempt to tap the taxpayers in order to revitalize the profit prospects for developers of an expanded Convention Center, hotel and entertainment complex using sports as a lure?

The Convention Center is already an embarrassing failure.

That massive misjudgement costs the taxpayers of Los Angeles $20 million a year to repay bonds. Instead of admitting the failure, the proponents have a new idea: knock down part of the Convention Center and rebuild the whole project on an even larger scale. The 100,000 sq.ft. North Hall will be flattened, and the Convention Center expanded by 240,000 sq.ft. to a grand total of 1 million sq.ft. of exhibit space.

As the City's September 4 memo describes the proposed arena, it is very much a $70 million bailout for these recent Convention Center failures:

> "The project could further the goal of revitalization of the downtown area and contribute to the continued viability of the LA Convention Center itself."

The Lakers and Kings would be relocated, beggaring Inglewood in order to draw more visitors to the presumed wonders of downtown. A giant high-tech outdoor message board, the largest advertising space in the city, would loom over the skyline of a downtown where the majority of the resident population are currently homeless.

But the Lakers and Kings games would not be the primary use of this new facility. There will be 44 Kings games and 44 Lakers games during the 299 nights the arena will be in use yearly. The rest will be Vegas-like: attracting customers to 97 "family and other shows", 70 concerts, and an assortment of boxing, tennis and indoor football games. Will a card club for gamblers be part of the entertainment complex? The card club interests have long lobbied for this opportunity, but the arena proposal is silent on this issue.

The Council should not let this giveaway of public funds go forward without an independent analysis of the real costs and benefits, and without a complete disclosure of plans for the opulent hotel and entertainment complex that is contemplated. This latter analysis is necessary if only because state law prohibits more than ten percent of any public facility backed by bonds going for private use. As the Daily <u>News</u> has editorialized, "while it would be easy to get swept away in the excitement of big-time sports, we urge city officials to exercise great caution in developing a financing plan". (Aug. 22).

Nor should the Council agree to the developers' demand that future Councils and Mayors be prohibited from the right to seek an entertainment tax or admissions tax if the "concept" doesn't pencil out. What if taxpayers are tens of millions in the hole on a "concept" that hasn't worked out, and a future Mayor wants to charge an entertainment tax to fund educational enrichment programs for our children? Should that be off the table for 25 years? What if a future Council wants to tax downtown sports to build parks and playing fields in Jordan Downs or Imperial Courts? Should they be prevented from creating these more even playing fields?

The arena developers accept no such prohibition on <u>their</u> "right" to arbitrarily to impose a "facilities surcharge" on

visitors for their own profit, regardless of the affordability of tickets for the city's working people. In addition, the developers are demanding that the City reduce mitigation fees, utility costs and developer fees for the negative impacts on traffic and community life that the arena will create. Their proposal sucks tax revenues out of neighborhoods that presently need those resources, and transforms those resources into profit downtown.

It all adds up to massive millions in taxpayer subsidies for a sports and entertainment mecca suitable to the Roman Empire. While Nero fiddled, Rome burned, the historians tell us. The past few decades of Los Angeles history may be remembered similarly; while downtown elites fiddled over their fortunes and their monuments, large areas of the city were destroyed twice by alienated rioters.

Of course, downtown LA needs a new vision and development. But the proposed arena development will not create <u>community</u> or grass-roots culture downtown. It will only divert people from Inglewood to the jammed intersection of 5 and 10 for an evening's entertainment before they return again to the nomadic freeway life of southern California. They will leave no community behind.

Instead of building grass-roots communities downtown, the current leadership is consumed in real estate dealmaking, often with their own selfish interests directly involved (see attached letter to the Fair Political Practises Commission).

What about the rest of the citizens and neighborhoods? Is it not shameful that "Rebuild LA" is being abandoned and sold off just when these developers are being promised $70 million in taxpayer money to build an entertainment center in a city that already has Universal Studios and is driving distance from Magic Mountain and Disneyland?

"Rebuild LA" promised to create 55,000 new jobs in five years. It folded because of a lack of corporate committment, and has now been replaced with a speculative sports-entertainment venture that promises exactly 850 permanent jobs in Los Angeles city in seven years, jobs which will not necessarily even be held by Los Angeles residents.

My suggestion, in summary, is this: Obtain an independent audit. Do a real EIR on traffic and pollution impacts. Don't dig the Convention Center debt hole any deeper. Don't permit gambling casinos. Don't bind future city officials from taxing corporate skyboxes. I urge that you bargain with these developers on behalf of the city's needs for rejuvenated neighborhoods, not to bailout someone's vainglorious downtown real estate agenda.

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Senate
California Legislature

TOM HAYDEN
SENATOR
TWENTY-THIRD DISTRICT

COMMITTEES:
ENERGY AND PUBLIC UTILITIES
NATURAL RESOURCES AND WILDLIFE
TOXICS AND PUBLIC SAFETY MANAGEMENT
TRANSPORTATION

September 11, 1996

Mr. Ravi Mehta
Chairman
Fair Political Practises Commission
State of California
Sacramento

by FAX

Dear Mr. Chairman and Members,

I am requesting a full investigation of violations of state conflict-of-interest laws by Mayor Richard Riordan who has been officially promoting a $240 million sports arena development next to properties that he owns in downtown Los Angeles.

Under state law, the Mayor cannot participate in government actions or decisions where he stands to profit financially.

The Mayor has played a leading role in behind-the-scenes negotiations with the developers for several months. In addition, he has been an avid public promoter of the arena development. The Los Angeles Business Journal has described the Mayor as "perhaps the project's biggest champion" (Aug. 26, 1996).

On August 6, 1996 the Mayor signed a letter inviting the developers, Philip Anschutz and Ed Roski, to submit their "Venture" proposal to the City for "an arena adjacent to the Los Angeles Convention Center", the same area where the Mayor personally owns property.

Thus there is overflowing evidence that the Mayor has used his official office in furtherance of a development which will benefit him financially. This is an inexusable use of public office for private gain.

One week after writing an official letter inviting the developers to submit their proposal, the Mayor suddenly recused himself from further involvement. He cited ownership of the Original Pantry and a parking lot 390 feet from the arena development, and the Fine Arts building a short distance away.

This last-minute recusal is a virtual admission of a

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conflict-of-interest, and cannot be considered a defense of the Mayor's official promotion of the development for the better part of this year.

The Mayor's office makes a thin technical claim that his August 6 letter was not an official "action" or "decision" from which the Mayor would personally profit. Surely, however, the letter was a use of public office for personal profit in violation of the plain meaning of state law.

The Mayor seems to make use of "loophole lawyers" to find technical means to circumvent the Political Reform Act and public ethics in general. In the August 1993 Tetra Tech case, he claimed ignorance of the fact that his vote on an MTA contract would enrich a corporation which was his largest single investment.

While the FPPC was failing to seriously investigate the TetraTech case in 1994-95, the Mayor was signing $5 million worth of contracts for A.C. Martin, benefitting the tenant of a building he owns. Only after a media inquiry did the Mayor acknowledge the conflict, again citing ignorance and negotiating a $3,000 fine.

The Mayor paid that fine just three days after his letter inviting the arena developers to invest in a location profitable to the Mayor

This is the case of a repeat offender if there ever was one.

And as in the case of so many white-collar perpetual offenders, the lack of serious enforcement, penalties and public condemnation only emboldens the perpetrator to continue. In fact the Mayor's favorite saying in this regard is "I would rather ask forgiveness than seek permission".

The public should not be amused at the Mayor's little axiom, because official conflicts-of-interest always come at public expense. In this case, Los Angeles taxpayers are expected to pay a $70.5 million public subsidy for a private development from which the Mayor of their city will profit. While the investment is publicly subsidized, the profits are not shared. A nice deal for developers and the Mayor is a bad deal for the taxpayers, thus deepening public disenchantment with the entire governmental process.

As you know, we have differed before as to whether the FPPC is surrendering the watchdog role the voters intended when they voted for the Political Reform Act after the Watergate scandal in 1974. I was very concerned, for example, when your agency cleared the Mayor in the Tetra Tech matter after 18 months without ever having interviewed him about a case in which his claims about his own forgetfulness was central.

I am urging that you not repeat this failure to investigate again. Your agency should interview the Mayor and collect evidence as to his official role in promoting this development project for many months. To do otherwise would make a mockery of the state conflict-of-interest codes.

Yet that is what the Mayor's loophole-lawyer, very able former FPPC commission Colleen McAndrews, is asking you to do. Don't investigate the Mayor, educate him, she argues; don't enforce the law, advise the Mayor and his staff how to get back in compliance.

Consider what the reaction would be if this charitable and understanding counsel was applied to drug dealers and other street criminals and you will understand how deeply we have entrenched a double standard of justice, one for powerful incumbents and another for everyone else.

For all these reasons, I sincerely urge you to approach this case seriously and aggressively.

Sincerely,

Tom Hayden

CALIFORNIA COMMON CAUSE

CITIZENS WORKING FOR BETTER GOVERNMENT

Phone: 310-475-8285

Statement from Elizabeth Lambe
Local Government Affairs Director
California Common Cause

Mayoral Conflict of Interest in Development of Site For Downtown Arena

California Common Cause believes that Los Angeles Mayor Richard Riordan's ownership of property adjacent to the proposed arena site creates a fundamental conflict of interest for the Mayor. In order to avoid any appearance or the reality of a conflict of interest, the Mayor should have removed himself from involvement in the project from the beginning and he and his office should not involve themselves in any further discussions on the development of the Downtown Arena site.

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10951 West Pico Boulevard, Los Angeles, CA 90064 310/475-8285 FAX 310/475-6997

DAILY NEWS
August 22, 1996

Mayor to pay $3,000 in fines for violations

By Patrick McGreevy
Daily News Staff Writer

Los Angeles Mayor Richard Riordan has agreed to pay $3,000 in fines to the state Fair Political Practices Commission for violating state conflict-of-interest laws by increasing a city contract for a tenant in a building he co-owns.

Riordan's attorney confirmed Wednesday that the mayor signed a stipulated settlement with the FPPC in which he admits to two counts of violating state conflict laws.

"The mayor felt this was a fair settlement," said Riordan attorney Colleen McAndrews. "It was an honest mistake."

Because he admitted the mistake, FPPC investigators agreed to reduce the administrative fines from the maximum of $2,000 per count to $1,500,

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RIORDAN / From Page 1

sources said.

"The reason the fines were reduced was because he turned himself in," said one source familiar with the case.

The Daily News reported in April that Riordan had signed off on a $4 million contract for City Hall renovation that financially benefited A.C. Martin and Associates, a major tenant in the downtown Fine Arts Building that Riordan partly owns.

The mayor also approved a $1 million addition to the contract.

Riordan notified the FPPC of his action after he was questioned about it by the Daily News.

"The mayor went to Sacramento and informed them of the conflict and cooperated fully with their review," McAndrews said. "They proposed what they felt was a fair settlement. He felt it was fair given the circumstances."

Riordan has a $1.75 million interest in the Fine Arts Building. The settlement said the Martin firm, referred to as ACMA, occupied three floors of Riordan's building, encompassing more than 25,000 square feet, and paid monthly rent of $50,000 to Riordan's partnership.

"Accordingly, at all relevant times, Richard Riordan had a financial interest in any governmental decisions involving ACMA," the settlement says.

Riordan stipulated on two counts that he had violated the state government code "by participating in a governmental decision in which he knew or had a reason to know that he had a financial interest."

"The failure of the respondent to comply with the requirements of the Political Reform Act justifies the imposition of the agreed upon penalty," the settlement report states.

Riordan wrote a cashier's check for $3,000 to the state agency Aug. 9.

If the settlement recommended by the FPPC investigators and signed by Riordan is approved by the state commission Sept. 5, the penalty would be an administrative one, not a criminal penalty.

McAndrews said that on Aug. 8, 1994, Riordan signed off on the scope of work and $153.5 million budget for the City Hall rehabilitation project adopted by the City Council. On June 7, 1995, the mayor concurred with an ordinance adopted by the council adding more than $4 million to the contract for engineering and design services by A.C. Martin, bringing the firm's contract to more than $12.8 million.

Then, on July 12, 1995, the mayor signed an amendment to A.C.

Riordan agrees contract was conflict of interest

"They proposed what they felt was a fair settlement."

— Colleen McAndrews
Riordan attorney

Martin's contract, adding more than $1 million for seismic analysis and design services.

"By the time it got to the mayor (Riordan), his signing off on it was almost pro forma," McAndrews said in April. "Thirty-eight hundred documents come through his office in a year, and this was one of them." The mayor did not see the conflict in having A.C. Martin as his tenant and as the beneficiary of a major city contract because the building the firm occupies does not turn a profit, his attorney said.

She said all of the rent from the Fine Arts Building has gone toward mortgage payments, property taxes and building operating expenses.

However, one state official familiar with the case said Riordan should not have acted on the Martin contract.

"He has a financial interest," the official said, speaking on condition of anonymity. "He made a governmental decision that materially affected an interest of his."

The fines come as Riordan is facing criticism for another possible conflict of interest involving his work to get the owners of the Kings hockey club to build a $240 million sports arena next to the downtown Convention Center.

Riordan disclosed last week that he is recusing himself from any governmental decision on the project because he owns The Original Pantry Cafe and a parking lot that is 390 feet from the proposed arena site.

He also cited the ownership of the Fine Arts building within 2,500 feet of the proposed arena boundary.

California Common Cause director Ruth Holton said Wednesday that Riordan should have removed himself from involvement in the project months ago, when his office first started pushing the matter.

"He should have recused himself from the beginning," Holton said. "He had a very clear conflict of interest. He stands to gain economically if they build the arena next to his property. He stands to make a lot of money."

Before he recused himself, Riordan signed a letter Aug. 6 that invited developers Philip Anschutz and Ed Roski to submit a proposal to the city to build the sports arena next to the Convention Center.

In the letter, Riordan and four other city officials said that they felt "an arena adjacent to the Los Angeles Convention Center would further the goal of revitalizing downtown Los Angeles by providing a venue for sports and entertainment that will draw visitors to the downtown area."

Mayoral spokeswoman Noelia Rodriguez said McAndrews has determined that the letter did not violate conflict rules because "it was not a government action or decision. It was simply an invitation to build in Los Angeles."

"The mayor's counsel has cleared it," Rodriguez said.

Still, McAndrews has asked the FPPC to provide advice on the issue, including whether Riordan's staff also is disqualified from acting on the arena proposal, Rodriguez said.

FPPC spokesman Gary Huckaby said the review is ongoing.

FORM GEN. 160 (Rev. 6-80)

CITY OF LOS ANGELES

INTER-DEPARTMENTAL CORRESPONDENCE

96-09-1657

Date: September 4, 1996

To: The City Council

From: Keith Comrie, City Administrative Officer
Ronald Deaton, Chief Legislative Analyst

Subject: **Proposed Arena at the Los Angeles Convention Center**

SUMMARY

On August 6, 1996, in a letter signed by Mayor Richard Riordan, Council President John Ferraro, Councilmember Rita Walters and other City officials, the Los Angeles Arena Company, LLC ("Venture") was invited to submit a proposal to develop an arena at or near the current site of the North Hall of the Los Angeles Convention Center ("LACC"). In response, on August 16, 1996, the Venture submitted a proposal to build a ". . . state-of-the-art. . . ." arena on the North Hall site of the LACC to house the Los Angeles Lakers, Los Angeles Kings and various other entertainment events. On August 20, 1996, Councilmembers Ferraro and Walters instructed our offices to report back on the details of the proposal and actions necessary to proceed. The proposal is briefly summarized below and is discussed in detail in the Findings to this report. The proposal requires that the City and the Venture enter into a detailed and binding Memorandum of Understanding (MOU) no later than October 15, 1996.

The Proposal

The Venture proposes to build an Arena which will seat approximately 20,000, with an estimated 150 luxury boxes and 2,500 club seats. There would also be approximately 100,000 square feet of administrative offices, dining areas and retail and entertainment use areas. The Arena complex would be built on the site which the LACC North Hall currently occupies and surrounding areas. The Arena would require the joint use of the Gilbert Lindsay Plaza for merchandise kiosks and ticketing queues. The area southwest of the current North Hall, up to the LACC West Hall, would also be conveyed to the Venture as part of the Arena site and for the possible construction of a practice rink. The practice rink would be open to the public when not in use by the Kings. Surface parking would be provided north of the LACC, bounded by the Harbor Freeway, Olympic Boulevard, Figueroa Street and 11th Street, and east of the LACC across Figueroa Street. The project area is depicted in Attachment B of this report.

The proposal requests the City to convey the North Hall, surrounding sites and the property the City currently owns along the northern edge of 11th Street to the Venture for construction of the Arena and parking facilities. The North Hall and any other structures on those properties would have to be demolished by the City. Additionally, the City would acquire additional properties north of 11th Street and east of Figueroa Street, demolish any structures, relocate any

residents and businesses on the properties, and convey the properties to the Venture for surface parking. The estimated cost of acquiring and clearing the "Olympic and Figueroa Properties" is $60.5 million, which the proposal states is the minimum contribution from the City. If costs exceed $60.5 million, the additional costs would be shared equally between the City and the Venture, but the City's total contribution would be capped at $70.5 million. The value of the North Hall Site and the properties north of 11th Street is not included in the $60.5 million contribution, but the demolition of any structures on the City-owned sites is included.

The proposal further states the desire of both the City and the Venture to construct a convention center hotel and entertainment complex, although the Venture has not committed in the proposal to develop the facilities. It is expected that the Olympic and/or Figueroa Properties, which will be used for surface parking in the short term, will be used for the hotel and entertainment complex. In the event that the facilities are not developed within seven years, the City can take the Olympic and/or Figueroa properties back for development through another source, as long as replacement parking for the Arena is provided.

The long term plans for the LACC include further expansion to a total of 1,000,000 square feet of exhibit space in order to continue to attract large national and international shows and remain competitive. City representatives have proposed that the Venture explore the possibility of a convention center hotel coupled with the planned LACC expansion to result in an integrated facility. This could occur north of 11th Street. With the demolition of the 100,000 square feet North Hall, the LACC would need future expansion of 240,000 square feet to achieve 1,000,000 square feet. The Venture has not agreed to commit any property for this purpose, but has agreed to cooperate with the City to facilitate the desired LACC expansion.

The Venture's proposal requests parking spaces at the West Hall during Lakers, Kings and other Arena events. The Venture's proposal also includes the right to place commercial signage on the face and/or roof of the South Hall of the LACC and the construction of pylon-mounted signs. Furthermore, under the Venture's proposal, the City would be prohibited from imposing any tax or surcharge at the facility, including an entertainment or admission tax.

Financial Impact

A financing to net $60.5 million for the Olympic and Figueroa Properties will result in annual debt service costs of between $5.5 million and $7 million depending on the financing method. The financing would be taxable and would be an obligation of the General Fund. A portion of the debt service could be offset by additional revenues from the Arena. Preliminary estimates of additional revenues range from $1.0 to $1.5 million. While it is difficult to quantify both the positive and negative impacts on City tax revenues at this time, the General Fund contribution for debt service would range from $4.0 million to $7.0 million per year.

Actions to Proceed

Financial details are still developing and accord must be reached on other proposal provisions. Combined with the uncertainty of the Venture's commitment to Los Angeles as they continue their discussions with the City of Inglewood, we believe that the most appropriate course of action for the Council is to adopt the proposal in concept, instruct our offices with the assistance of the City Attorney to proceed with negotiating and finalizing the MOU, and instruct the concerned departments and agencies to work toward resolving outstanding issues.

The proposed time line through November 1997 is included as Attachment C. Construction of the Arena is expected to begin in September 1997 and the Arena is expected to open in September 1999. In order to accomplish the schedule, it will be necessary to proceed expeditiously through the MOU stage and begin all the processes for environmental and other reviews and City and Agency approvals. To assist in expedited negotiations of the MOU, the City Attorney recommends engaging the services of Brand Farrar Dziubla Freilich & Kolstad, LLP. The estimated fee for two months of intensive negotiations is $150,000. Funding would be provided from the Reserve Fund.

There are various financing issues related to the existing bonds for the LACC and the methods for financing the Olympic and Figueroa Properties which are discussed in detail in the Findings to this report. City staff and advisors are working through the financing issues related to the existing bonds and expect a resolution within the next several weeks.

RECOMMENDATIONS

It is recommended that the City Council:

1. Approve the proposal in concept of a sports and entertainment arena at the Los Angeles Convention Center as proposed by the Los Angeles Arena Company, LLC which would require the City to demolish the North Hall at the Los Angeles Convention Center and provide a site for the arena, contribute a minimum of $60.5 million for the purchase of land, expedite entitlements processing and other approvals, and provide other support such as parking and signage.

2. Instruct the City Administrative Officer and the Chief Legislative Analyst with the assistance of the City Attorney to negotiate for the City and, with the assistance of staff from the Los Angeles Convention Center, Los Angeles Visitors Bureau, and Community Redevelopment Agency, to address issues contained in but not limited to this report and refine deal points presented in the proposal to be included in the Memorandum of Understanding between the City of Los Angeles and the Los Angeles Arena Company, LLC.

3. Instruct the City Attorney to present to the City Council for approval a final Memorandum of Understanding detailing all deal points relative to economic terms and responsibilities of involved parties.

4. Authorize the City Attorney to engage the law firm of Brand Farrar Dziubla Freilich & Kolstad, LLP to assist in the negotiation and preparation of the Memorandum of Understanding.

5. Transfer $150,000 from the Reserve Fund to the Unappropriated Balance and appropriate therefrom to the City Attorney, Fund No.100, Department No. 12, Contractual Services Account No. 3040.

FINDINGS

1. Background

On August 6, 1996, in a letter signed by Mayor Richard Riordan, Councilmembers Ferraro and Walters, Community Redevelopment Agency Executive Director John Molloy and Los Angeles Convention Center General Manager Dick Walsh, the Los Angeles Arena Company, LLC ("Venture") was invited to submit a proposal relative to the development of an arena at or near the current site of the North Hall of the Los Angeles Convention Center ("LACC"). It was well known that the Venture had been seeking locations in and around the City of Los Angeles to construct a state-of-the art sports and entertainment arena for the Los Angeles Kings National Hockey League Team and the Los Angeles Lakers National Basketball Association Team.

In response, on August 16, 1996, the Venture submitted the proposed terms for the development of an arena and related facilities at and adjacent to the North Hall site of the LACC (Attachment A). The proposal states the proposed economic terms, the entitlement processing, and the cooperative efforts between the Venture, City, Community Redevelopment Agency ("CRA"), and the Los Angeles Convention and Exhibition Center Authority ("Authority") for the development of the Arena. This proposal is not a binding document. Following approval of the proposal in concept by the City Council, Authority Board and/or Agency Board, it is the intent of the Venture to negotiate and execute a detailed and binding Memorandum of Understanding ("MOU") specifying all deal points. The deadline for execution of the MOU would be either October 15, 1996 or 30 days from the date the City Council approves the proposal in concept, whichever is earlier.

2. The Proposal

The following is a summary of each section of the proposal.

I. Arena Project

The Venture proposes to build a first class, state-of-the-art sports and entertainment facility with approximately 20,000 seats, including about 150 luxury boxes, 2,500 club seats, up to 50,000 square feet of ancillary retail, dining and entertainment uses, and up to 50,000 square feet for administrative offices. It will also involve the development of approximately 4,500 parking spaces. The Venture has entered into lease agreements with the Los Angeles Kings and Los Angeles Lakers who will be obligated to play their home games at the Arena for 25 years.

II. Arena Site

The arena and ancillary facilities would be built on the existing North Hall property and the immediate surrounding area ("North Hall Site"). Parking facilities and other ancillary facilities would be constructed on properties being termed the "Olympic Properties" and "Figueroa Properties." The Olympic Properties are bounded by Olympic Boulevard, Figueroa Street, 11th Street and the Harbor

Freeway; the Figueroa Properties are contained within the areas bounded by Olympic Boulevard, Figueroa Street, Pico Boulevard and Flower Street. These two properties and the North Hall Site are contained in Exhibit B of the Venture's proposal and Attachment B of this report.

North Hall Site:

The properties are owned by the City and are pledged against outstanding bonds. The properties must be released from these liens or by other means made available to the Venture. The proposal specifies that the properties be delivered to the Venture free and clear of all existing structures, thereby requiring the City to assume the cost of demolition of the North Hall and environmental remediation. The Venture would be responsible for relocating existing utility structures.

The Venture also requests the joint use of the Gilbert Lindsay Plaza and area south of the North Hall Site ("Adjacent North Hall Site") at no cost provided that all reasonable remedial measures are taken to protect the tax exempt status of existing bonds. These areas would be used by the Venture for ticketing areas, retail kiosks, concessions and other similar facilities on event days.

Time line: The proposal calls for the North Hall Site to be leased to the Venture by May 31, 1997 and the Adjacent North Hall Site to be leased by September 1, 1998.

Olympic and Figueroa Properties:

The City presently owns several parcels of the Olympic Properties. The proposal would require the City to convey these properties to the CRA for lease to the Venture and require the CRA to acquire the remaining parcels of the Olympic Properties and Figueroa Properties, possibly through the CRA's power of eminent domain.

III. Conveyance of Properties

North Hall Site:

The proposal stipulates a 55-year lease term (two years for construction plus 53 years for operation) at $1.00/year. The lease would provide reasonable terms to permit the financing of the Arena and ancillary facilities but the Agency will not be required to subordinate its fee interest in the North Hall Site.

Olympic and Figueroa Properties:

Upon acquisition of all necessary parcels by the CRA subject to required appraisals and financial analysis, the Venture would lease these properties for 55 years at $1.00/year. The proposal would require the City to deliver the properties free and clear. The lease would

provide reasonable terms to permit the financing of the Arena and ancillary facilities, such as a requirement to subordinate the Agency's interest in these properties. The Venture proposes that the lease agreement contain a provision which would permit the Venture to acquire the Olympic and Figueroa Properties at the end of the 55-year term for $1.00.

The proposal also contains a provision which would require the City to reimburse the Venture for any parcels of the Olympic and/or Figueroa Properties acquired by the Venture. The City would pay the Venture for land costs, plus interest, of such parcels acquired by the Venture. The properties would then be conveyed to the CRA and leased back to the Venture.

Time line: The proposal would require the CRA to complete appraisals and financial analyses in connection with the acquisition of necessary parcels by October 30, 1996 and lease the properties to the Venture by September 1997.

IV. Arena Timing

The Venture plans to complete the Arena by September 1, 1999. To meet this schedule, the Venture desires that all land needed for the Arena, parking and ancillary facilities be assembled and the processing of necessary entitlements be accomplished in an expeditious manner in order to begin construction by September 1, 1997. This section reiterates the delivery of the North Hall Site and City-owned parcels of the Olympic and Figueroa Properties to the Venture by May 31, 1997 and the delivery of remaining parcels of the Olympic and Figueroa Properties by September 30, 1997, unless the City provides "reasonable guarantees and assurances" that the remaining parcels will be delivered no later than September 30, 1998.

The Venture also expects all City agencies to meet critical target dates and, if not, provide "reasonable assurances acceptable to the Venture" that construction will not be delayed.

V. Reacquisition Rights

The proposal discusses the desire of all parties, including the Venture, for the ultimate "development of a convention center hotel, retail, dining, entertainment and parking uses" on the Olympic and Figueroa Properties. The proposal indicates that the Venture would explore this possibility after completion of the Arena. Development of these properties would be subject to the approval of designated City agencies in accordance with procedures to be established in the MOU.

Future expansion of the LACC is addressed in the proposal. Basically, it provides that, if the Venture has not begun development of the Olympic and Figueroa Properties and if it will not interfere with or adversely affect the Venture's development plans, the Venture will cooperate with the City's exploration of such an expansion and consider opportunities to integrate its development of these properties with such an expansion. The proposal recognizes the possibility of the LACC expanding northward from the West Hall, above 11th Street, to the "southern edge" of the Olympic Properties

but also states that the Venture will not be obligated to any expansions on the Olympic and/or Figueroa Properties.

The Venture would have seven years to develop the Olympic and Figueroa Properties for uses other than surface parking. During that period, the City may not discuss, offer or propose financial assistance to a third party for the development of these properties. After expiration of the seven-year period, the leases may be terminated and the City may pursue other developers provided that the Venture is compensated for improvements on these properties and replacement parking is granted for each displaced parking space in a location to be approved by the Venture. The proposal also specifies that any incentives provided by the City to a third party for the development of these properties must be first offered to the Venture. The termination option will expire when the Venture submits plans and proceeds to develop the properties with hotel, retail dining and/or entertainment uses.

VI. Financing

In consideration of the economic benefits to be derived by the City, the Venture expects that the City will issue municipal securities yielding at least $60.5 million for "Public Items." These include acquisition of the Figueroa and Olympic Properties, capital and interest payments to the Venture for any properties it acquires, demolition of the North Hall and other structures on the Olympic and Figueroa Properties, business and residential relocation costs, environmental remediation, street vacation and/or street closure costs, and "all other public costs requested by the Venture." If the cost of the Public Items exceeds $60.5 million and is below $80.5 million, the Venture and the City will share the excess amount on a 50-50 percent basis. All costs exceeding $80.5 million will be the sole responsibility of the Venture. However, if the cost of the Public Items is less than $60.5 million, then the Venture proposes that the remaining amounts be used for items to be designated by the Venture such as permit fees or the development and operation of a practice rink. Consequently, under the Venture's proposal, the City share will be a minimum of $60.5 million and will not exceed $70.5 million.

The proposal indicates that the financing and construction of the Arena will be the sole responsibility of the Venture. The Venture reserves the right to impose a facilities surcharge for its own benefit but would preclude the City from imposing such a charge or any other tax on the Arena, including an admission or entertainment tax. The Venture intends to pay all other applicable taxes imposed on a citywide basis and possessory interest taxes.

The proposal states that the Venture will provide evidence to the City of the lease agreements with the Lakers and Kings for terms of at least 25 years.

Time line: The proposal calls for a bond counsel opinion to be submitted to the Venture by September 30, 1996 relative to matters dealing with existing and new securities.

VII. Entitlements

The Venture will be requesting that the City process a Conditional Use Permit (CUP) to allow the operation of an arena on LACC property. They do not expect to need any other CUPs for the project at this time because they believe that the current zoning would permit parking uses on the Olympic and Figueroa Properties. In addition, the Venture may request street vacations or air or subsurface vacations if their design requires the use of a City street easement which will be known when plans for the Arena are submitted.

The Venture is also requesting both an Owner's Participation Agreement with the CRA and a Development Agreement with the City in order to secure their entitlements and to insure that for the next 25 years the City cannot impose a facility or ticket tax on the Arena or increase other fees, taxes or assessments unless such increases are imposed on a citywide basis. The processing of any and all land use entitlements and development agreements would be subject to compliance with the California Environmental Quality Act (CEQA). The extent of these entitlements cannot be determined until a plan is submitted for the development and the appropriate applications for entitlements are made.

In addition, the Venture is requesting that the CRA be the lead agency for the purpose of compliance with CEQA; that is, preparation and certification of the Environmental Impact Report (EIR). They are also requesting that the City name a coordinating agency for the processing of the CUP and street vacations. They want all their applications and the EIR expedited and for the CRA to have dedicated staff to work on this project. The direct cost to the CRA, less the costs of applications filing and processing fees, would be reimbursed to the CRA as part of the Public Items. However, the Venture proposes to negotiate a cap on the amount of the reimbursement rather than allow the full direct costs to be reimbursed and they do not want to pay for the direct costs to the City other than the normal processing fees.

Furthermore, the Venture is requesting that the City and CRA work with them to reduce the costs of mitigation fees, utility relocation costs and development fees. If the costs of these items exceed $5 million, the Venture is requesting that the City and CRA cooperate in identifying alternative funding and revenue sources for such costs or in finding other methods to reduce the costs. This appears to be a request to first reduce the costs as much as possible and then, if they still exceed $5 million, to find alternatives to further reduce the financial exposure to the Venture.

Finally, the Venture is requesting that the City and CRA not offer any financial assistance or incentives to any third parties for any hotel, retail, dining or entertainment uses on any of the sites in the vicinity of the arena project (as identified in Attachment B), for a period of seven years from the date of delivery of the Figueroa and Olympic Properties to the Venture, unless the City or CRA concurrently offer the same incentive or assistance to the Venture for properties the Venture owns or controls or properties which the CRA wants to acquire for such development. The Venture would only have 90 days to accept or reject such an offer. Only development of facilities in excess of 50,000 square feet or $5 million in total development costs which receive financial incentives or assistance would be subject to this condition. The purpose of this language is to insure that the Venture gets

the right of first refusal for any City or CRA assistance to develop a significant hotel, retail or entertainment complex in the area.

Time line: The Venture requests that best efforts be used to have the CRA complete a Draft EIR by December 1, 1996 and the City complete processing of the entitlements by May 31, 1997.

VIII. Construction

The Venture would be solely responsible for the construction costs of the Arena, parking, practice rink (if developed) and ancillary facilities except for the Public Items specified in Sections II, VI and VII (e.g., property acquisition, demolition, business and residential relocation, etc.). The Venture will have the sole authority for the design and construction of the Arena ("subject to any relevant and applicable Agency exterior urban design review guidelines or process"), parking facilities, practice rink and related facilities. The Venture will indemnify and hold City agencies harmless from construction liability.

IX. Convention Center Support

Signage:

The Venture requests signage locations to identify the Arena and any designated sponsorship. The first area would be on the "building face and/or roof of the South Hall" subject to criteria and standards to be negotiated. The Venture also wants two pylon-mounted reader board signs in locations agreeable to the Venture and visible from the 10 and 110 Freeways, in compliance with applicable laws and regulations. The Venture will bear the costs of the signage and will provide the LACC with space on these signs to announce LACC events.

Under the proposal, changing the name of the LACC and ancillary facilities to "any commercial name" would be prohibited. Conflicting or competing signage associated with parties renting the LACC for convention, event or meeting purposes will be limited to 30 days in any one-year period or longer, if approved by the Venture. The proposal will also provide for mutual efforts to link the Arena and related facilities with the LACC.

Parking:

The Venture proposes a 55-year lease of a minimum of 1,600 parking spaces located at the West Hall during Lakers and Kings events and a minimum of 800 spaces for other Arena events. (After Arena construction is complete, there will be only about 1,600 parking spaces left at the West Hall.) The proposal specifies that spaces must be available two hours before the start of the Arena event. The Venture proposes to provide an equal number of parking spaces at the Olympic and Figueroa Properties for LACC event attendees on days when both the Arena and LACC have events. The City and the Venture, in the MOU, will establish mutually agreeable terms for the joint use of the parking facilities and for a revenue sharing plan so that the Venture and the City will receive the appropriate

parking revenues generated by their respective events. Other items to be addressed in the MOU are rate comparability and hours of parking operations.

Practice Rink:

The proposal includes a provision that the Venture may develop a practice rink at its "sole discretion." It would be available for practice use by teams and by the public when possible. Then Venture would be responsible for the construction and operation of the rink and would be entitled to any revenues generated from public use.

Coordination Issues:

Because of the coordination and cooperation required between City agencies in the development of this project, the Venture proposes that a "Coordinating Committee" be established to work with the Venture to expeditiously resolve issues as they develop. The Venture proposes that members of the committee be appointed by the President of the City Council in consultation with the Councilmember of the 9th District and the Mayor.

X. Design Issues

The proposal states that the MOU to be negotiated will contain a defined time frame in which the Venture will submit conceptual exterior design plans for the Arena, related facilities and landscaping. The City will have a certain period to review the plans but may not unreasonably deny approval. The Venture will take into consideration the architectural and operational compatibility between the Arena and the LACC, maintain reasonable pedestrian access to the LACC, and coordinate with the City to identify new areas for displaced delivery and bus drop-off stops. Exhibit D of the proposal is the preliminary Arena site plan and height envelope which indicates that the Arena structure will be approximately 220 feet in height with a 275-foot architectural tower on Figueroa; a 3-story office building would be constructed west of the Arena complex. The Venture proposes that the City agree to the location and height set forth in this exhibit.

XI. City Support

The Venture requests that the City provide traffic control and police coverage similar to other sports and entertainment events within the City. During the construction period, the Venture seeks the City's assistance in coordinating construction staging areas and traffic controls for the orderly flow of construction-related materials and vehicles.

3. Comparison With Other Arena Deals

Economics Research Associates (ERA) provided information on the 15 most recent major arena developments. Attachment D summarizes the information. It is important to view this information only for purposes of establishing an order of magnitude. Profit sharing arrangements,

facility ownership, variations in the ability to levy taxes and the issuance of debt impact the true public contribution and these elements vary substantially among the transactions. Furthermore, the Venture's decision as to whether to locate the Arena in Inglewood or at the LACC is based on a cost/benefit analysis of the two locations. Accordingly, comparing the requested public contribution for the Arena to public contributions to arenas built in other jurisdictions does not necessarily indicate whether the request is justified. However, a comparison can indicate whether the contribution is generally within the range of public contributions nationwide.

Of the 15 most recent developments nationwide, the median net public contribution has been approximately $55 million. As a percent of total cost, the public contributions have ranged from zero to 100 percent, with the average contribution as a percent of total cost equal to approximately 50 percent. The City's minimum contribution to the Arena of $60.5 million would be about 25 percent of the total cost.

4. Negotiation Issues

The concept of a sports arena adjacent to the LACC area is a prospect which could boost the local and regional economy, bringing in new jobs, dollars and business opportunities. The project could further the goal of revitalization of the downtown area and contribute to the continued viability of the LACC itself. According to an Ernst and Young report dated June 27, 1996 (Attachment E), approximately 850 jobs would be created in the City with 1,500 jobs created in the Southern California region. They also estimate that more than $200 million per year will be spent in the region with the City of Los Angeles reaping over $120 million annually. Having two major sports franchises in the City may also support current efforts to bring in a National Football League franchise which would provide further benefits to the City.

However, these benefits would not come without a cost to the City. As discussed later in this report, debt service to net $60.5 million would be in the range of $5.5 to $7 million per year for 25 years, depending upon the financing mechanism chosen. Even with preliminary projections for increased cash flows to the City through business tax, sales tax and other revenues, it will be insufficient for debt service and a General Fund contribution will be required.

Furthermore, there are a number of provisions in the proposal which require further research and negotiations before a binding MOU can be developed. In the meantime, the Venture is continuing their discussions with the City of Inglewood. Given the uncertainty of the Venture's commitment to locating in the Los Angeles and whether agreement can be reached on key negotiating points, we believe the most appropriate course of action at this time is for the Council to approve the Arena concept and direct staff to negotiate and develop an MOU which will protect the City's interests. The final MOU should be submitted to the Council no later than October 15, 1996 or 30 days from the Council's conceptual approval of the Arena, whichever date is earlier.

◆ **Financing**

The estimated cost of clearing the North Hall site and acquiring and clearing the Olympic and Figueroa Properties is $60.5 million, which the proposal indicates would be the minimum City's contribution. If the cost to acquire and clear the properties is less than $60.5 million, the balance would be used for other eligible costs associated with the development of the Arena and related facilities. In the event that the cost to acquire and deliver the Olympic and Figueroa Properties exceeds $60.5 million, the City and the Venture would split the additional cost up to a maximum of $80.5 million. Any costs in excess of $80.5 million would be the sole responsibility of the Venture. Therefore, the City's maximum contribution would be $70.5 million, plus the value of the North Hall site and the properties along 11th Street which the City already owns.

There are two main financial components of the proposed Arena project: (1) the preservation of the tax exemption and validity of the existing securities on the LACC; and, (2) the new securities to finance the purchase and demolition of the Olympic and Figueroa Properties.

Existing Securities

There are three issues related to the existing securities on the LACC which arise from the use of LACC property for the Arena. The first is the federal and State tax exemption on the outstanding bonds. Under tax law, no more than 10 percent of any bond funded public facility can be for a private use. The City's bond counsel, Orrick Herrington & Sutcliffe, is currently performing the tax analysis. Preliminary indications are that the release of the properties requested by the Venture would not endanger the tax exemption of the existing securities.

The second issue relative to using a portion of the existing LACC property for the Arena is how the City would release the property from the current pledge to the LACC bonds. The bond indenture provides that property can be released as security for the outstanding bonds without bondholder approval if, after the property is released, the property remaining as security for the bonds is at least equal to 110 percent of the outstanding bonds. With $605 million in outstanding bonds, the remaining LACC property after the North Hall site and the adjacent site is released must have an appraised value of at least $666 million in order for the City to release the proposed Arena site without bondholder approval. If the appraised value is less than $666 million, but more than $605 million, the City would seek bondholder approval to release the site. If the bondholders do not consent to releasing the property, the City would have to either defease bonds by using the cash in the Convention Center Bonds Debt Service Reserve Fund ("CC Reserve Fund"), substitute another asset for the property to be released, or both.

The third issue relative to releasing LACC property for the proposed Arena is the "Fair Rental Value" of the remaining LACC property. Even if the bondholders agree to the release of the North Hall site, there must be sufficient value in the remaining property to support the bonds. Therefore, if the appraisal comes in at less than $605 million the City would have to either defease bonds using cash in the CC Reserve Fund, substitute another asset for the property to be released, or both.

Rather than substitute property or draw down the CC Reserve Fund, it may be possible to ask bondholders to simply give up their "right of reentry" rather than seek bondholder approval to release the North Hall Site. This is the right of the bondholder to step in and take the property if the City fails to make the lease payments on the LACC. In reality, the bondholders do not want the property, they want the City to continue to make the principal and interest payments on the bonds. Due to the benefits that would result from the construction of the Arena, a convention center hotel and entertainment complex, we believe that the bondholders may be willing to give up their right of reentry to facilitate the construction of the Arena. Since the North Hall Site would not be released from the LACC bonds, an appraisal would not be necessary. The main concern with this course of action would be whether this would seriously impact the Venture's ability to finance the construction of the Arena. This issue must be resolved during the MOU stage.

New Securities

The three financing mechanisms which are available to the City to finance the Olympic and Figueroa Properties are: (1) a lease financing using the Olympic and Figueroa Properties as collateral; (2) an "asset strip," using an existing City asset to secure the issuance of lease securities; and (3) replacing the CC Reserve Fund with a surety bond or bank letter of credit, thereby freeing up the cash in the CC Reserve Fund. A combination of all three mechanisms may have to be used as explained more fully below.

The most likely method for financing the acquisition and demolition of the Figueroa and Olympic Properties is a lease financing using the underlying property as security for the financing. The financing would be taxable and, similar to the discussion above, the lease would not provide a right of reentry to the new bondholders. This will be necessary in order for the Venture to finance the parking improvements on the properties.

There are a variety of positive and negative impacts on revenues from the proposed Arena. Some of the negative impacts include lost rental revenues from the North Hall site and lost business, sales and other taxes from businesses located on the Olympic and Figueroa Properties. Conversely, the City would realize increased possessory interest tax revenues from the new Arena, which is currently on public property and not generating tax revenues, and additional Parking Users Tax revenues from the newly constructed parking. Also, the construction of the Arena and, potentially, the construction of a hotel and entertainment complex would generate significant additional sales, business, property and utility users taxes. Accordingly, it is difficult to accurately assess the near-term, net revenue impact of the Arena. A preliminary analysis by Ernst & Young indicates that the near-term additional revenues will be approximately $1.5 million per year; however, assumptions have changed since Ernst & Young's preliminary analysis that could reduce this projection. Assuming that the cost to finance the City contribution is $7 million per year, in a best case scenario, the resulting gap of approximately $5.5 million would have to be funded by the General Fund. The Council could pledge a variety of taxes and/or fees to cover this gap, including business, parking, hotel or sales tax. If the City is able to use the CC Reserve Fund to finance a portion of the Olympic and Figueroa Properties, the financing costs would be reduced to approximately $5.5 million per year with a resulting gap of $4

million per year under a best case scenario. In the worst case, if construction of the Arena is revenue neutral in terms of new revenues (possessory interest tax, parking tax, etc.) being offset by losses from existing revenue streams (North Hall rental fees, property tax, business and sales taxes, etc.) the City's contribution would be $5.5 to $7.0 million depending upon the financing mechanism used.

In the current market, the interest rate on a 25-year taxable lease financing would be approximately 8.7 percent. In order to **net** $60.5 million, it would be necessary to issue approximately $72 million in bonds. The additional bonds would be for capitalized interest, deposits into the CC Reserve Fund and costs of issuance. The annual cost of a $72 million taxable lease financing would be approximately $7 million per year. It may be possible to reduce this cost somewhat by replacing the cash in the CC Reserve Fund with a surety bond or bank letter of credit. However, as discussed above, the CC Reserve Fund may not be available for the Olympic and Figueroa Properties if it is needed to partially fund the release of the North Hall and adjacent sites.

It should be noted that there are two outstanding issues relative to the new securities. The first is whether the appraised value of the Olympic and Figueroa Properties will be sufficient to support a $72 million financing. As discussed above, in a lease financing, the value of the underlying asset must be sufficient to support the issuance of the bonds. Preliminary information indicates that the value of the property plus demolition costs will be approximately $55 million, leaving a gap of $17 million. If the preliminary numbers are accurate, the City would either have to find another asset worth $17 million to pledge (an "asset strip") or use the CC Reserve Fund to fund the gap with cash.

The second issue is how to fund the additional $10 million contribution that the City may have to make if the costs for financing the Olympic and Figueroa Properties plus the North Hall demolition exceed $60.5 million. We recommend discussing potential financing arrangements for the additional $10 million contribution with the Venture during MOU development.

◆ **Parking**

The Venture's request for parking at the West Hall during Lakers, Kings and other events will also require further negotiation. The Venture plans to allocate these spaces to their luxury suites and club seat ticket holders.

◆ **Signage**

The Venture's proposal includes the right to place commercial signage on the face and/or roof of the South Hall. In addition, they wish to construct pylon-mounted signs. This request will require more negotiation.

◆ **LACC Expansion**

The LACC's long term plans include expansion to a total of 1,000,000 square feet of exhibit space. While the Venture recognizes this need, further negotiation will be needed for specific details.

5. Legal Assistance

The Venture has proposed time lines which are very ambitious. In order to meet all those time lines, and in particular the request that an MOU be prepared by the earlier of October 15, 1996 or 30 days after the Council approves the proposal in concept, the City Attorney will need assistance from a firm which is experienced in complex real estate transactions. To expedite the selection process, the City Attorney selected four firms with this type of experience to interview and recommended that the City retain the law firm of Brand Farrar Dziubla Freilich & Kolstad, LLP to assist in the negotiation and drafting of the MOU. Two of the partners, Mr. David Farrar and Ms. Amy Freilich, will be assigned to work on this matter at a rate of $195.00 per hour with the assistance of two other attorneys if needed. This firm does not have any conflicts which would prevent them from working on this project. A transfer from the Reserve Fund will be needed to finance the estimated cost of $150,000 for two months of intensive negotiations.

6. Process for CRA

In order to accomplish the requested acquisition of property and subsequent leases to the Venture, the City will need to provide the CRA with the money for the acquisition of the Olympic and Figueroa Properties, the demolition of structures on the Olympic, Figueroa and North Hall sites and the relocation of tenants. A cooperative agreement would be entered into between the City and the CRA for the permitted use of the funds. After the money is transferred to the CRA, the CRA would acquire the properties, complete the demolition and relocation and lease the properties to the Venture.

Attachment A: Proposal from Los Angeles Arena Company, LLC dated August 16, 1996
Attachment B: Los Angeles Arena Project Area Map
Attachment C: Los Angeles Convention Center Area Entitlement Schedule
Attachment D: Arena Developments
Attachment E: Ernst & Young LLP Report entitled "Proposed Convention Center Arena Economic Impact Analysis" dated June 27, 1996

Attachment A

L.A. ARENA COMPANY, LLC
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August 16, 1996

Councilman John Ferraro
President, Los Angeles City Council
City Hall
200 N. Spring Street, Room M30
Los Angeles, California 90012

Mayor Richard J. Riordan
Office of the Mayor
City Hall
200 N. Spring Street, Room 305E
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Council District No. 9
City Hall
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John E. Molloy, Administrator
Community Redevelopment Agency
354 S. Spring Street, Suite 700
Los Angeles, California 90013

Richard Walsh, General Manager
Los Angeles Convention and Exhibition Center
1201 S. Figueroa Street
Los Angeles, California 90015

Ladies and Gentlemen:

This letter is in response to your letter dated August 6, 1996 inviting us to propose terms for the development of an arena and related facilities at and adjacent to the North Hall site of the Los Angeles Convention Center. We are pleased to present the enclosed proposal for your consideration. We believe this proposal for developing a sports and entertainment complex, which will be home to the Los Angeles Kings NHL Hockey Team and the Los Angeles Lakers NBA Basketball team, will be a tremendous boost to the Los Angeles Convention Center, the City of Los Angeles and its citizens.

We hope you will find this proposal to be acceptable and we look forward to your review and approval. Thank you for your consideration and interest in this Project.

Very truly yours,

Edward P. Roski, Jr.
L.A. Arena Company, LLC

EPR:bd

Proposal
L.A. Arena Company, LLC

Introduction

This proposal is an outline of proposed terms for the development of a state-of-the-art sports and entertainment facility by the L.A. Arena Company, LLC (the "Venture") in downtown Los Angeles at the Los Angeles Convention Center. This proposal is not intended to be nor is it a binding document. This outline states the proposed economic terms, steps to be taken in connection with the processing of entitlements, and the proposed cooperative effort by the Venture, the City of Los Angeles (the "City"), the City of Los Angeles Community Redevelopment Agency (the "Agency") and Los Angeles Convention and Exhibition Center Authority (the "Authority") with respect to development of the "Arena" (as defined below). If the City, Agency and Authority concur with the proposed terms set forth in this proposal, the Venture acknowledges that such concurrence will not bind the City, the Agency, the Authority or the Venture. The Venture proposes that following the approval of this proposal by the City Council and the Authority Board and Agency Board, that the parties will negotiate and execute a detailed Memorandum of Understanding by the earlier of 30 days from (i) the date of the approval of this proposal by the City Council or (ii) October 15, 1996, reflecting the terms of this proposal, which Memorandum of Understanding will be subject to processing of all entitlements required for the Arena and compliance with all applicable laws including the California Environmental Quality Act and all planning and zoning laws. The Venture acknowledges that by concurring with this proposal no one has guaranteed or committed on behalf of the City, Agency and/or Authority an approval of these proposed terms or approval of the Arena project or any related entitlements until and unless the decision-making bodies of the City, Agency and Authority have exercised their independent discretionary powers to approve or deny any or all of these proposed terms or the Arena project or any related entitlements.

I. Arena Project

The Arena proposed to be built by the Venture will be a first class, state-of-the-art sports and entertainment facility containing approximately 20,000 seats, including approximately 150 luxury boxes, approximately 2,500 club seats and may include up to 50,000 square feet of ancillary retail, dining and entertainment uses and up to 50,000 square feet of administrative office uses to be designed by a first-class architectural firm (the "Arena"). In addition, the Arena will involve the development of new surface parking facilities containing approximately 4,500 parking spaces and the development of ancillary related improvements including retail, dining and entertainment facilities. The Venture has entered into 25 year leases with the Los Angeles Kings NHL Hockey Team and the Los Angeles Lakers NBA Basketball Team pursuant to which the Los Angeles Kings and Los Angeles Lakers are obligated to play their home games for 25 years in the Arena. A more detailed project description is to be agreed upon between the Venture, City, and Agency in connection with the Memorandum of Understanding.

II. Arena Site

The Arena and certain other ancillary related facilities will be built on the existing North Hall Site and the area immediately surrounding the North Hall Site of the Convention Center (collectively, the "North Hall Site"). The North Hall Site is identified on Exhibit A. Further, the Venture proposes that surface parking facilities and other ancillary related facilities be built on certain adjacent properties in the area bounded by Olympic Boulevard, Figueroa Street, 11th Street and the Harbor Freeway (the "Olympic Properties") and on certain properties in the area bounded by 11th Street, Figueroa Street, Flower Street, and the southerly portion of the block bounded by Olympic Boulevard, Flower Street, Figueroa Street and 11th Street (collectively the "Figueroa Properties"). The Olympic Properties and the Figueroa Properties are identified on Exhibit A.

North Hall Site. The Venture understands that the North Hall Site is approximately eight acres in size. The North Hall Site is owned in fee by the City and currently ground-leased to the Authority by the City and sub-leased back from the Authority to the City. The Venture understands that the North Hall Site currently is subject to the lien of the Authority's existing Lease Revenue Bonds 1993 Refunding Series A and Certificates of Participation 1990 Series A (collectively, the "Existing Securities"). The Venture proposes that the City and the Authority will obtain the release of the North Hall Site from the lien of the Existing Securities by May 31, 1997. Upon release of the North Hall Site from the lien of the Existing Securities, the City will convey the North Hall Site in fee to the Agency free and clear of the lien of the Existing Securities and all leasehold interests. The Agency will then lease the North Hall Site to the Venture as described below. The North Hall Site will be delivered to the Venture free and clear of all structures. The City and/or Agency will be responsible for demolition of existing structures on the North Hall Site and any environmental remediation, with the cost thereof being deemed a Public Item as defined and described in Section VI hereof. The Venture may elect (with the City/Agency approval) to undertake demolition of the North Hall Site, with such costs being deemed a Public Item as defined and described in Section VI hereof. The Venture will be responsible for the cost of relocating existing utility structures on the North Hall Site subject to being reimbursed as an expenditure of mitigation costs. In addition, the City/Authority will provide (at no charge) for the joint use of the area to the south of the North Hall Site (the "Adjacent North Hall Site") as identified on Exhibit A, provided, however, that bond counsel determines it will not cause the Existing Securities (or any securities refunded by the Existing Securities which remain outstanding) (the "Refunded Securities") to lose their tax-exempt status and provided further that the City and the Authority will, if necessary, take reasonably practicable remedial measures to protect the tax-exempt status of the Existing Securities and the Refunded Securities (provided that doing so would not cause a significant fiscal impact to the City). The City/Authority will license (at no charge) the use of the Adjacent North Hall Site to the Venture for ticketing areas, queuing areas, retail kiosks, concessions and other similar facilities on event days. The joint use by the Arena will not materially interfere with the entrances and operations of the Convention Center. The City, Agency and Authority will provide any easements or consents (at no charge) reasonably requested by the Venture on and over the adjacent

Convention Center property to facilitate the construction and operation of the Arena and related facilities so long as there is no material interference with the operations of the Convention Center. The North Hall Site will be conveyed to the Agency by the City/Authority as soon as legally possible but no later than May 31, 1997 and leased to the Venture as soon as legally possible but no later than May 31, 1997. The City/Authority will license the Adjacent North Hall Site to the Venture no later than September 1, 1998.

Figueroa Properties. The Agency will use its best efforts to acquire the Figueroa Properties for the Venture. If the Agency is unable to acquire the Figueroa Properties, the Agency will use its best efforts to implement the procedures required by law to consider the necessity of exercising its right of eminent domain to acquire such properties. The Venture recognizes that the foregoing should not be construed to mean that the Agency is agreeing or has agreed to use its power of eminent domain, which right will be exercised only in accordance with all applicable laws and subject to the Agency's exercise of its independent discretionary judgment.

Olympic Properties. The City will convey to the Agency those Olympic Properties owned by it. The Agency will use its best efforts to acquire the remaining Olympic Properties not owned by the City or the Venture and acquire any properties previously acquired by the Venture (in accordance with Section III below). If the Agency is unable to acquire the privately owned Olympic Properties, the Agency will use its best efforts to implement the procedures required by law to consider the necessity of exercising its right of eminent domain to acquire such properties. The Venture recognizes that the foregoing should not be construed to mean that the Agency is agreeing or has agreed to use its power of eminent domain, which right will be exercised only in accordance with all applicable laws and subject to the Agency's exercise of its independent discretionary judgment.

III. Conveyance of Properties.

The North Hall Site. The Agency will lease the North Hall Site to the Venture for a term of 55 years (2 years for construction plus 53 year operating lease term), for $1.00 per year. The lease will provide reasonable terms to permit the financing of the Arena, parking and related facilities, including any special provisions which may be reasonably required by the Venture's lenders; but the Agency will not be required to subordinate its fee interest on the North Hall Site.

The Figueroa Properties and Olympic Properties. When the non-Agency owned Figueroa Properties and Olympic Properties are acquired by the Agency, the Agency will lease directly, or if necessary to permit issuance of the New Securities (as defined in Section VI below), will lease through the City, all of the Figueroa Properties and Olympic Properties (including Olympic Properties presently owned by the City) to the Venture for a term of 55 years (2 years construction plus 53 years lease term), for $1.00 per year subject to compliance with all applicable laws, including any required appraisals and financial analysis. Such required appraisals and financial analysis will be completed by October 30, 1996. Such lease of the properties to the Venture will provide for reasonable terms to

permit the financing of the Arena, parking and related facilities including any special provisions which may be reasonably required by the Venture's lenders, such as, but not limited to, a requirement to subordinate the Agency's interest. The lease will also provide that the Venture will have the option to acquire the fee interest in the Figueroa Properties and Olympic Properties for $1.00 consideration at the expiration of the lease term (or at any earlier date with the concurrence of the Agency).

If the Venture acquires any of the Figueroa Properties and/or the Olympic Properties prior thereto, the Venture will convey such properties to the Agency and the Agency will concurrently lease the Figueroa Properties and the Olympic Properties to the Venture on the terms noted above, with reimbursement of land costs paid by the Venture, as described in Section VI below, plus interest, (at a rate to be agreed upon by the Agency and Venture), provided that such reimbursement of land costs does not exceed the fair market value of such property. The Agency will be responsible for the demolition of any structures located on the Figueroa Properties and Olympic Properties (with the cost thereof being deemed a Public Item as defined and described in Section VI), unless the Venture elects to undertake such demolition with the approval of the Agency. If the Venture elects to be responsible for the demolition of any structures located on the Figueroa Properties and Olympic Properties, and the Agency concurs, such costs will be repaid to the Venture with the cost thereof being deemed a Public Item as defined and described in Section VI.

IV. Arena Timing.

The City, Agency and/or Authority will assemble the land necessary for the Arena, parking and ancillary related facilities and will expedite all approvals required for the entitlements and otherwise necessary for the construction of the Arena so that construction of the Arena and related facilities by the Venture can commence no later than September 1, 1997, provided that preliminary site work for the Arena may occur earlier. It is anticipated that construction of the Arena will be completed no later than September 1, 1999. The City, Authority and Agency will take all appropriate steps to deliver to the Venture the North Hall Site and all City/Agency owned land of the Olympic Properties and Figueroa Properties as soon as legally possible, but no later than May 31, 1997. The City, Authority and Agency will use best efforts to deliver the remaining Olympic Properties and Figueroa Properties as soon as legally possible prior to September 30, 1997. The City, Agency and Authority will acknowledge the importance of these properties for use by the Venture on an interim basis for construction staging. If the Figueroa Properties and Olympic Properties are not delivered on or before September 30, 1997, the City and Agency will deliver such properties as soon as legally possible and will provide reasonable guarantees and assurances to the Venture regarding the delivery of the remaining Olympic Properties and Figueroa Properties no later than September 30, 1998. The City and/or Agency will agree to work cooperatively and coordinate with the Venture in the acquisition of the Olympic Properties and Figueroa Properties, including identifying and establishing priorities of properties for such acquisition.

The dates set forth in this proposal for completion of City, Agency or Authority actions are critical target dates to be accomplished in order for the Venture to

commence construction of the Arena and related parking in the time frames stated above. If the City fails to accomplish a required action by any such date, after using all reasonable efforts to do so, the City, Agency and Authority will provide to the Venture reasonable assurances acceptable to the Venture of actions that may be taken by the City, Agency and/or Authority to ensure that there will be no delay in the dates upon which the Venture may commence construction.

V. Reacquisition Rights.

While the Venture has not currently identified specific plans for the development of the Olympic Properties and Figueroa Properties beyond their use as surface parking, the Venture and the Agency desire that the Olympic Properties and Figueroa Properties ultimately be used for the development of a convention center hotel, retail, dining, entertainment and parking uses. The Venture will explore the development of the Olympic Properties and Figueroa Properties for such uses following the construction of the Arena. The Agency will cooperate with the Venture in conjunction with the development of specific plans for a convention center hotel, retail, dining, entertainment and parking uses on the Olympic Properties and Figueroa Properties. Development of the Olympic Properties and Figueroa Properties will be subject to the approval of the City and Agency in accordance with procedures to be established in the Memorandum of Understanding. Prior to the commencement of construction by the Venture of development on the Figueroa Properties and/or Olympic Properties, if the City desires to explore the feasibility of an expansion of the Convention Center, and the City has presented to the Venture its specific plans (and the availability of funding) for such expansion, and the Venture is satisfied that the timing and design of any such convention center expansion plans will not adversely effect or delay the Venture's development: (a) the Venture will cooperate with such exploration (including the possibility of expanding the northerly side of the West Hall above 11th Street to the southern edge of the Olympic Properties), provided that the Venture shall not be obligated to such an expansion being located on the Figueroa Properties and/or Olympic Properties; and (b) the Venture will reasonably consider opportunities to integrate the possible convention center hotel and retail, dining and entertainment uses with such expansion.

If the Venture has not commenced development of the Olympic Properties or Figueroa Properties for such or similar uses other than surface parking facilities within 7 years of delivery of all of the Olympic Properties and Figueroa Properties to the Venture (if there is a delay in opening the Arena due to a City and/or Agency delay, then such time period will be extended by the same period as such delay), the Agency will have the option to terminate the leases for the Olympic Properties and Figueroa Properties (i) by paying to the Venture the cost of the improvements existing on the Olympic Properties and Figueroa Properties at the time of termination by the Agency other than the cost of any improvements that the Agency is replacing; and (ii) providing, at no cost to the Venture, alternate replacement parking facilities for the number of displaced Arena parking spaces, in a location and in a configuration approved by the Venture in its sole discretion. This option to terminate the leases for the Figueroa Properties and Olympic Properties will expire upon the Venture in good faith submitting to the Agency and/or City proposed plans

and proceeding to develop such properties with a hotel, retail, dining and/or entertainment uses (as defined in Section VII below) for the City's/Agency's approval, which approval will not be unreasonably withheld. The Agency agrees that it will not discuss, offer or propose to offer financial assistance to any third party to develop the Olympic Properties or the Figueroa Properties during such 7 year period. After the 7 year period, the Agency may offer or propose to offer financial assistance to a third party to develop such properties, provided the Agency shall first offer the right to develop the Olympic Properties and Figueroa Properties to the Venture on the same terms offered or proposed for offer to such third party.

VI. Financing.

Development of the Arena will provide substantial new revenues and benefits to the City, Agency and Authority. The Arena will generate significant new revenues in the form of increased property tax, sales tax, parking tax, business license tax, utility tax, transient occupancy (hotel) tax and other fees and taxes attributable to Arena-related business activities.

In addition to construction period employment, Ernst & Young LLP estimates that the Arena will create approximately 800 permanent jobs in the City (at stabilized operations). Over 700 of these permanent new jobs will be located on-site at the Arena. The overall impact on employment throughout the Southern California region estimated by Ernst & Young LLP is 1,500 permanent jobs (at stabilized operations).

Ernst & Young LLP also estimates that at stabilized operations, the Arena will contribute over $200 million annually in economic output or spending to the Southern California region. The City will be the primary beneficiary of this economic impact, capturing over $120 million annually in output or spending resulting from Arena operations. These economic aspects as well as the increased tax revenues to the City generated by the Arena are important factors in considering the costs involved in developing the Arena.

Further, the Arena is projected to increase the economic viability of the Convention Center and provide greater opportunities to attract visitors downtown and to the City. The Arena's downtown location will also be convenient to all of Los Angeles. The Arena will generate increased activity in hotels downtown and throughout the City and restaurants in the downtown area. It will provide new business opportunities and opens future development opportunities in the Convention Center area that will benefit all of Los Angeles and may provide additional revenues to the City for other purposes.

In consideration of the substantial direct and indirect revenues to be generated by the Arena and in recognition of the substantial increased costs of acquiring land in downtown Los Angeles and increased cost of infrastructure and mitigations in a downtown area, the City and/or the Agency will issue or cause to be issued municipal securities which the Venture currently expects will take the form of Certificates of Participation, Lease Revenue Bonds, or similar securities subject to annual appropriations ("New Securities"), provided that any leases between the Agency and the City of the Olympic Properties and

Figueroa Properties as part of the legal structure for the New Securities will provide no right of entry and for non-disturbance of the Arena, and related facilities the Olympic Properties and/or Figueroa Properties and any and all facilities currently or in the future located thereon. The North Hall Site will not be encumbered with respect to such New Securities. Further, any encumbrance with respect to the New Securities will permit the financing of the Arena and the development and use of the Olympic Properties and the Figueroa Properties beyond surface parking usage and will be in a form reasonably acceptable to the Venture. The New Securities, in addition to any other City and/or Agency source of funds, will yield net proceeds available for construction or acquisition to the City and/or Agency of not less than $60.5 million (after costs of issuance, capitalized interest, reserve fund, underwriters' discount and similar items) to be utilized to acquire the Figueroa Properties and the Olympic Properties, pay interest to the Venture on any sums advanced by the Venture in acquiring such properties, demolish any structures on the Olympic Properties, Figueroa Properties and North Hall Site, pay for relocation costs for residential and business in accordance with all applicable laws, undertake any required environmental remediation and pay for the costs associated with any street vacations and/or street closures requested by the Venture within the Arena site, and pay any and all other eligible public costs requested by the Venture in connection with development of the Arena and related facilities (collectively, the "Public Items"). It is anticipated that the cost of all of the Public Items will be approximately $60.5 million. The City/Agency and the Venture will work together cooperatively to manage and reduce the costs of the Public Items to the extent reasonably possible. To the extent the costs exceed $60.5 million, the Venture and the City and/or Agency will be responsible on a 50%-50% basis for such excess amounts up to the amount of $80.5 million (so that the Agency/City is not responsible for any more than $70.5 million for such costs). The Venture will be solely responsible for any costs for the Public Items exceeding $80.5 million. If the costs of the Public Items aggregate to less than $60.5 million, the City and/or Agency will utilize the remaining amounts (or reimburse the Venture) for other eligible costs of development as may be designated by the Venture, including, but not limited to, mitigation costs, permit fees, the cost of construction and operation of a hockey practice rink, if the Venture elects to develop such a rink, at either the North Hall Site, the Olympic Properties or the Figueroa Properties. The Venture will direct the priority of the use of the funds and may elect not to expend funds for any particular Public Item subject to the approval of the Agency which will not be unreasonably withheld. The Agency also will make available affordable housing units constructed or to be constructed by the Agency to any residential tenants displaced in connection with the acquisition of the Olympic Properties.

The City and the Venture will agree to work in good faith to structure the New Securities as a tax-exempt issuance, to the extent permitted by law and consistent with this proposal. If a tax-exempt issuance is not achieved, the New Securities will be issued on a taxable basis. The New Securities will have a 27 year term (2 years for construction plus 25 years of lease payments) coinciding with the anticipated terms of the team leases. Payment of the New Securities will be supported by the City through annual appropriations by the City (in recognition of the substantial direct and indirect new revenue to be generated by the Arena). The payment of the New Securities will be the sole responsibility of the City. The City will provide an opinion from its bond counsel to the City and

Venture by September 30, 1996 with respect to various matters with regard to the Existing Securities and New Securities as requested by the City and acceptable in form and substance to the Venture, including but not limited to the release of The North Hall Site from the Existing Securities and issuance of the New Securities in accordance with the terms of this proposal.

The Venture will be solely responsible for securing any necessary financing for the construction of the Arena. The Venture may impose a facilities surcharge itself on Arena tickets or may request the City to impose such facilities surcharge. Any such facilities surcharge will be the sole property of the Venture and will be used to defray the cost of the Arena. The City will agree not to impose any other facilities surcharges or taxes on the Arena, including any admission or entertainment taxes; the Venture will be responsible for all other generally applicable taxes which are generally imposed on a city-wide basis. The Venture will be responsible to pay all applicable possessory interest taxes imposed upon the Arena and its improvements.

Prior to the City/Agency and the Venture entering into a Memorandum of Understanding memorializing the terms hereof, the Venture will provide to the City, the Agency and/or the Authority reasonable evidence of the leases of the Arena and team operating covenants for a term of no less than 25 years (or binding commitments for such leases and covenants) by the Lakers and Kings.

VII. Entitlements.

The North Hall Site where the Arena will be located is zoned C-2-4D. The Figueroa Properties are zoned C-2-4D, in part and (Q)R-5-4D in part and the Olympic Properties are zoned primarily C2-4-D (with a small portion zoned C2-1). The properties are also subject to the Central Business District Redevelopment Project Redevelopment Plan. The Arena is a conditionally permitted use in the C-2-4D zone. The parking facilities and ancillary facilities are permitted uses in each of these zones. Based on an initial review of the applicable ordinances and regulations and the Redevelopment Plan, the Venture believes the Arena and the ancillary uses are consistent with applicable ordinances, regulations and policies. However, in order to develop the Arena at the Convention Center Site, the Venture must process with the City an application for a conditional use permit pursuant to LAMC § 12.24B.2. In addition, to the extent that any surface or subsurface street vacations or closures or air rights vacations are needed to implement or construct the Arena and parking, the Venture will seek to obtain street vacations and/or closures or air rights vacations from the City. Further, given the involvement of the Agency, an Owner Participation Agreement from the Agency will be necessary. In addition, the Venture will seek a statutory Development Agreement from the City to vest all of these entitlements. The Development Agreement will provide protection against any increase in fees, taxes or assessments on the Arena for a period of 25 years, except for taxes and assessments of a general nature (e.g. not an admissions tax on sports or entertainment venues) which are generally applicable on a city-wide basis. The processing of all such entitlements will be subject to the California Environmental Quality Act ("CEQA") and the independent judgment of the City, Agency and Authority.

Given the range of entitlements needed and the involvement of the Agency, the Venture will expect that the Agency will be the lead agency for purposes of compliance with CEQA and the City will name a coordinating agency or department for processing all City entitlements for the Arena. It is recognized by the Venture that there can be no guarantee that the City or Agency will approve the Arena project and that the City and Agency must exercise their independent judgment and discretion in processing such entitlements. Further, the Venture acknowledges that all staff and decision makers are required to ensure that all applicable environmental issues and project alternatives are adequately analyzed and that the Agency and City will exercise independent judgment in connection with their respective review of the environmental documentation and discretionary approvals. The Venture expects that the Agency and City will expedite consideration of all necessary entitlements and the Agency will provide dedicated staff and lead a team of staff from all affected City departments whose high priority will be processing the Arena project. The Agency will be reimbursed (as a Public Item under Section VI) their direct costs (including those incurred prior to the execution of the Memorandum of Understanding), less costs of application filing and processing fees paid by the Venture as may be required by the City and Agency in accordance with applicable laws, for the administration of the reviewing and processing of the Arena project and related entitlements and land acquisition (including costs of appraisals, bond and financial analysis, and associated legal costs) in amounts and subject to a maximum cap to be agreed-upon in the reasonable discretion of the City, Agency and the Venture. There will be no additional cost to the Venture in connection with City staff's processing of the entitlements. The Venture will be responsible for normal application fees. Given the importance of commencement of Arena construction no later than September 1, 1997, the City and Agency will agree to use their best efforts to have a draft EIR ready for public circulation no later than December 1, 1996. Further, the City and Agency will agree to use their best efforts to complete processing of all entitlements for the Arena no later than May 31, 1997 (i.e. final City Council review and consideration). A preliminary schedule on processing of entitlements is attached as Exhibit B.

The Agency and City will agree to work with the Venture to minimize and reduce, to the extent legally permissible, mitigation costs, North Hall Site utility relocation costs and City development fees. In the event that any required mitigation costs, North Hall Site utility relocations costs and development fees and costs do exceed $5 million, the Agency and City will cooperate with the Venture in identifying alternative funding and revenue sources for such costs or other ways to reduce such costs; provided that mitigation measures or infrastructure requirements which may be adopted by the legislative bodies must be implemented in accordance with all applicable laws and regulations.

In addition, for a period of 7 years from the date of the delivery of the Figueroa Properties and Olympic Properties to the Venture, the City and Agency will agree that any financial assistance or incentives (including land acquisition) offered to any third party for any hotel, or for any significant retail, dining and/or entertainment uses on any properties within the area shown on Exhibit C attached hereto (excluding the Figueroa Properties and the Olympic Properties), in the vicinity of the Arena Site, will be concurrently offered to the Venture for similar development on sites under the control or ownership of the

Venture or upon properties the Agency is considering acquiring for such purpose within that same area. The Venture will have 90 days in which to accept or reject such offer after which time the City/Agency may proceed on the same or substantially the same terms with any third parties. For the purposes of this understanding, a hotel, significant retail, dining and/or entertainment uses will be construed as facilities in excess of 50,000 square feet or $5 million in total development cost. The Venture acknowledges that nothing in this paragraph will be construed to limit the legitimate property rights of other property owners in this area under applicable planning and zoning laws and the Agency will not be constrained from reviewing, approving or otherwise assisting proposals in this area which do not require financial assistance or incentives.

VIII. Construction.

The Venture will be solely responsible for all costs of constructing the Arena, parking, practice rink (if developed) and ancillary facilities, except as expressly provided for in Section II, VI and VII. The Venture will have the sole authority to manage the design and construction of the Arena (subject to any relevant and applicable Agency exterior urban design review guidelines or process), parking facilities, practice rink (if developed) and related facilities. The City, Agency and Authority will have no liability for any costs incurred by the Venture except as provided by Section II, VI and VII. The Venture will indemnify and hold the City, Agency and Authority harmless from liability arising from construction by the Venture and its agents, including mechanics' liens.

IX. Convention Center Support

In recognition of the importance of the Arena, the City will provide the Venture with signage locations for major identifying signs for the Arena (together with any Venture designated sponsorship) on the building face and/or roof of the South Hall subject to criteria and standards to be agreed upon in the Memorandum of Understanding. Further, the City will provide the Venture with locations for two pylon mounted reader board signs (together with any Venture designated sponsorship) at locations to be agreed upon by the Venture adjacent to the Convention Center and the 10 Freeway and 110 Freeway such that the signs can be viewed from the 10 Freeway and the 110 Freeway, in compliance with applicable laws and regulations. The cost of constructing such signage will be the responsibility of the Venture. The Venture will provide reasonable opportunities on the reader board message signs for the Convention Center to announce Convention Center events. The City will agree not to materially change the name of the Convention Center, or any Convention Center ancillary facilities or property, from "the Los Angeles Convention Center" to any commercial name. In addition, the Authority and City will not allow name or signage related sponsorship by the Convention Center or the City at the Convention Center or any Convention Center ancillary facilities or property that would conflict with or compete with the Arena name sponsorship, provided, however, that the City will not be prohibited from allowing any conflicting or competing party to such Arena name sponsorship to use the Convention Center facilities including any applicable temporary (no longer than 30 days in any one year period or such longer period agreed to by the Venture) signs customarily used by parties renting the Convention Center facilities for convention,

event or meeting purposes only in connection with such convention, event or meeting. The City and the Authority also will work with the Venture (and the Venture will coordinate with the Authority management) to identify cost-effective opportunities to link the Arena and related facilities to the Convention Center provided that doing so will not cause the Existing Securities or the Refunded Securities to lose their tax-exempt status and provided further that if necessary, reasonably practicable remedial actions will be taken to preserve such tax-exempt status (provided that doing so would not cause a significant fiscal impact to the City).

The City will lease to the Venture for a term of 55 years a minimum of 1,600 parking spaces which will be located at the West Hall building of the Convention Center (those spaces remaining after construction of the Arena) for Arena patrons during events at the Arena for the Lakers and Kings and a minimum of 800 of the public parking spaces at West Hall for other Arena events, provided that doing so will not cause the Existing Securities or the Refunded Securities to lose their tax-exempt status and provided further that if necessary, reasonably practicable remedial actions will be taken to preserve such tax-exempt status (providing that doing so will not cause a significant fiscal impact to the City). The spaces will be available two hours before the start of Arena events. The Venture and the City will work together to identify ways to minimize or reduce conflicts with the use of the parking. If the Convention Center also requires use of such spaces during such time periods on the same day, the Venture will provide up to an equal amount of parking spaces within the surface parking facilities located at the Olympic Properties and/or the Figueroa Properties. All revenues from the use of the West Hall parking from Arena patrons less reasonable operating costs as discussed below will be distributed to the Venture, and all revenues less reasonable operating costs from use of the exchanged parking on the Olympic Properties and/or the Figueroa Properties will be distributed to the City. The City and Venture will work in good faith to establish operating standards for the West Hall parking and the Olympic Properties and the Figueroa Properties. The City and Venture will also establish a revenue sharing plan which is neutral to both sides (and which addresses rate comparability) to ensure that revenues (less operating costs) from parking by Arena patrons will be distributed to the Venture and revenues (less operating costs) from Convention Center patrons will be distributed to the Convention Center, provided, however, that any such agreement will not cause the Existing Securities or the Refunded Securities to lose their tax-exempt status, and provided, further, that if necessary, reasonably practicable remedial actions will be taken to preserve such tax-exempt status (provided that doing so would not cause a significant fiscal impact to the City). To the extent reasonably practical, Convention Center parking facilities (other than West Hall parking) will be closed at times Arena events are occurring unless there is a significant event occurring at the Convention Center, and likewise, Arena parking will be closed during Convention Center events unless there is an event occurring at the Arena, provided, however, the parking revenue sharing plan to be developed by the City and the Venture will allow the Convention Center parking facilities and Arena parking facilities to be utilized by third parties so long as such plan fully protects each party from loss or leakage of parking revenues from each party's respective patrons. In addition, the City and the Venture will explore opportunities for coordinating usage of their respective facilities. If the City and/or Authority elects to

demolish the West Hall parking, then the Authority will provide replacement parking reasonably satisfactory to the Venture.

The Venture may in its sole discretion develop a practice rink. The practice rink (if developed by the Venture) will be available for practice use by teams which play in the Arena. When not utilized for team practice, the practice rink will be reasonably available to the public. The practice rink will be operated by the Venture and when it is open to the public, the Venture may charge for such public use. The Venture will be responsible for operating costs of the practice rink.

The Venture recognizes that in the process of implementing a Memorandum of Understanding, the City, Agency and Authority will need to address and resolve a number of coordination issues involving the Convention Center. In order to provide expeditious coordination and resolution of such issues involving the development of the Arena, the City, Agency and Authority will form a "Coordinating Committee" with one representative appointed from the City, one representative appointed from the Authority, and one representative appointed from the Agency. The respective appointed representatives to the Coordinating Committee will work with the Venture to resolve issues expeditiously involved in the development of the Arena. Appointments to the Coordinating Committee for the City, Authority and Agency will be made by the President of the City Council in consultation with the Councilmember of the 9th District and the Mayor.

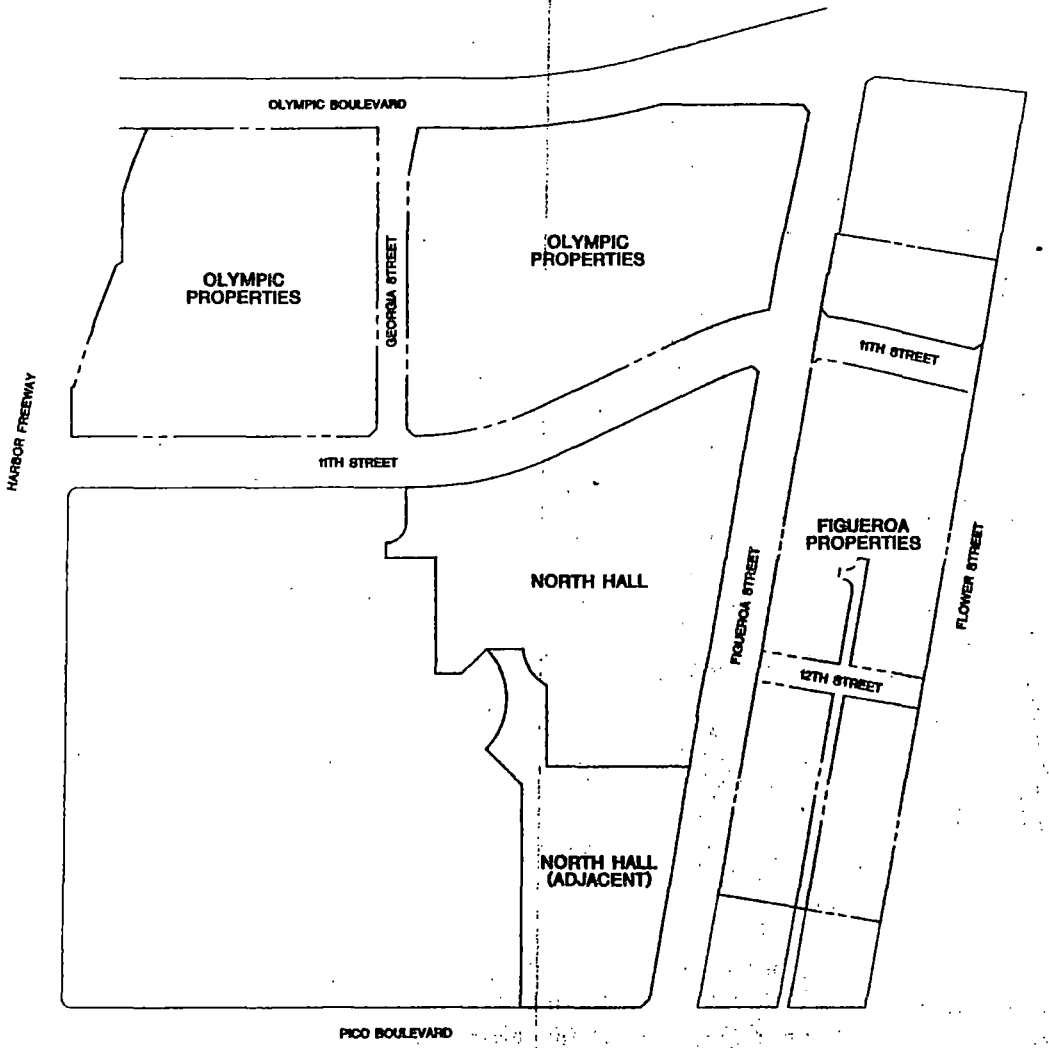
X. Design Issues.

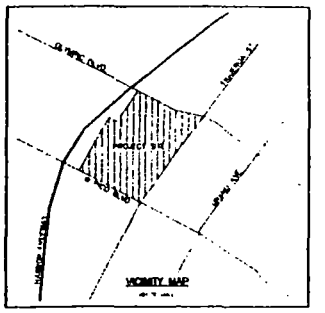
The Venture will be responsible for the design of the Arena and practice rink (if developed). The Memorandum of Understanding will require the Venture to submit, within a defined timeframe, to the City/Agency conceptual exterior design plans for the Arena, related facilities and landscaping. The City/Agency will approve or disapprove, within a defined timeframe, such plans, which approval will not be unreasonably withheld. The Venture will consult with the City and Agency on the design of the Arena and will take into consideration the architectural and operational compatibility between the Arena and the Convention Center. The preliminary Arena site plan and height envelope are shown on Exhibit D; the City and Agency will agree to the location and height of the Arena substantially as set forth on Exhibit D. Further, the Arena will not unreasonably impede pedestrian access to the Convention Center entrance, and will coordinate with the City to identify new areas for any displaced delivery areas and bus drop-off areas to serve the Convention Center and Arena in order to avoid unduly interfering with the Convention Center operations. Further, all surface parking facilities will be reasonably landscaped on the perimeter edges. In addition, the Venture will explore opportunities for orientation of retail, dining and entertainment facilities to the Figueroa Street frontage.

XI. City Support.

The City will supply reasonable traffic control and reasonable police coverage (external to the Arena) for Arena events to the Venture in a similar manner as provided to other similar sports and entertainment events or venues within the City. Also, during

construction of the Arena and related facilities, the City, Agency and/or Authority will cooperate with the Venture to take all reasonable steps to minimize construction costs and avoid construction delays, including, but not limited to, coordinating construction staging areas, and traffic controls to assist in the orderly flow of materials and construction vehicles.





OLYMPIC PROPERTIES

PROPERTY WEST OF BYRAM ST	=
BYRAM STREET	=
PROPERTY BETWEEN BYRAM & BIXEL	=
ALLEY	=
BIXEL STREET	= 31,687 S.F.
PROPERTY BETWEEN BIXEL & GEORGIA	=
PROPERTY AT GEORGIA, OLYMPIC, ALLEY, 10TH	= 36,500 S.F.
ALLEY	=
PROPERTY AT OLYMPIC, ALLEY, 11TH, FIGUEROA	=
PROPERTY AT GEORGIA, 10TH, 11TH	=
ALLEY	=
10TH PLACE	=

NORTH HALL

=

NORTH HALL (ADJACENT)

=

FIGUEROA PROPERTIES

PROPERTY NORTH OF 11TH	= 55,845 S.F.
11TH STREET	= 28,479 S.F.
PROPERTY BETWEEN 11TH & 12TH	= 783,364 S.F.
ALLEY	= 5,324 S.F.
12TH STREET	= 18,575 S.F.
PROPERTY SOUTH OF 12TH	= 54,419 S.F.
ALLEY	= 9,120 S.F.

EXHIBIT SHOWN HEREON IS NOT TO BE USED FOR DESIGN PURPOSES. CONCEPTUAL ONLY.

Exhibit A

PSOMAS

LACC ARENA

LACC ENTITLEMENT SCHEDULE

ID	Task Name	Duration	Start
	Revocable Permit and Street Closure	56w	8/22/96
1	Revocable Permit and Street Closure applications submitted and reviewed	19.6w	8/22/96
2	Public Works Committee acts on BOE report and conditions.	0w	1/30/97
3	City Council approves report and establishes conditions for both applications.	2w	1/30/97
4	Revocable Permit conditions satisfied.	24w	2/13/97
5	Construction begins	0w	9/1/97
6			
7	Environmental Impact Report	20.2w	8/22/96
8	Initial Study is submitted to Agency.	0w	8/22/96
9	NOP circulation period (30 days), and preparation and review of DEIR.	10.6w	8/23/96
10	Notice of Completion is issued beginning public comment period on DEIR.	4.5w	11/7/96
11	Preparation of responses to comments and Final EIR (FEIR).	6w	11/7/96
12	CRA Board certifies EIR. (Meeting held on the Thursday following date shown)	0w	1/13/97
13	OPA Approved by CRA	1d	1/14/97
14			
15	Conditional Use Permit/Development Agreement	38.1w	8/22/96
16	CUP and DA applications are prepared and submitted to City.	20w	8/22/96
17	Hearing Examiner public hearing on CUP and DA is held. 24 day notice required (after certification of EIR)	0w	2/17/97
18	Planning Commission meeting on CUP and DA is held.	0w	3/20/97
19	Planning and Land Use Management (PLUM) Committee Hearing for CUP and DA & CRA Hearing for OPA are held.	0w	5/12/97
20	City Council hearing on CUP and DA	1.1w	5/13/97
21			
22	Acquisition	40.8w	11/15/96
23	Schedule public hearing and seek Agency approval of Resolution of Necessity	45d	11/15/96
24	Agency takes possession of property.	1d	9/1/97
25			
26	Financing	48.8w	8/22/96
27	Deal Team selected	0.2w	8/22/96
28	EIR is certified	1d	1/13/97
29	Council approves COP issuance	1d	6/17/97
30	COP closing	1d	8/1/97
31			
32	Utility Relocation and Construction	56w	8/22/96
33	Design and Approval	32w	8/22/96
34	Construction	24w	4/8/97

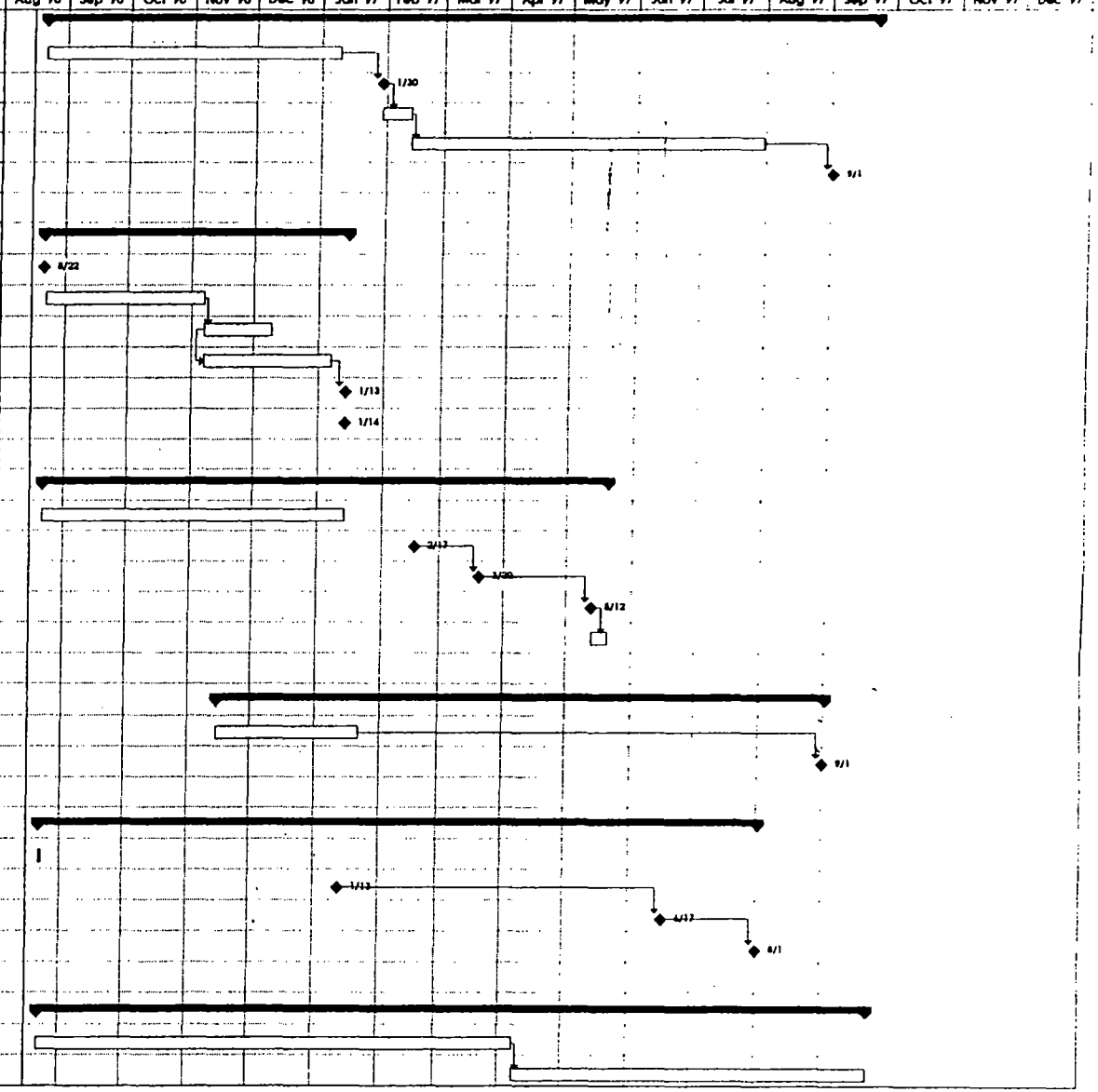
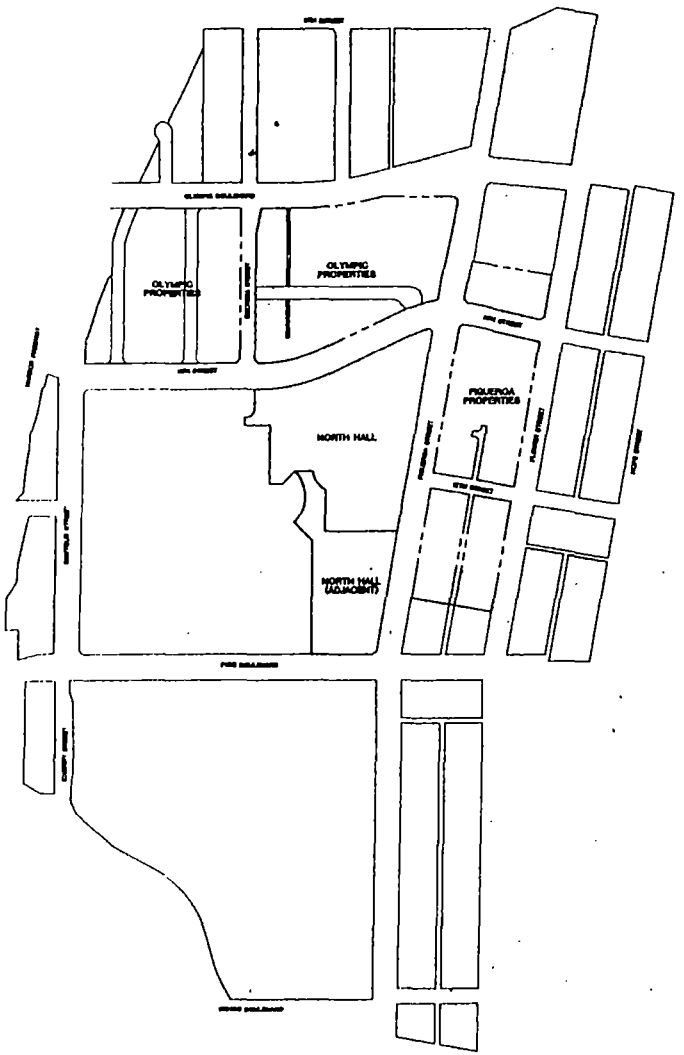


Exhibit B

Project: LACC Entitlement Schedule
Date: 8/16/96

Task | Milestone | Rolled Up Task | Rolled Up Progress
Progress | Summary | Rolled Up Milestone


OLYMPIC PROPERTIES
OLYMPIC PROPERTIES
NORTH HALL
NORTH HALL (ADJACENTS)
FIGUEROA PROPERTIES

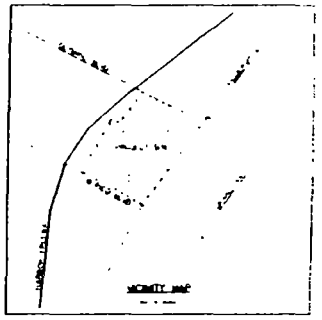
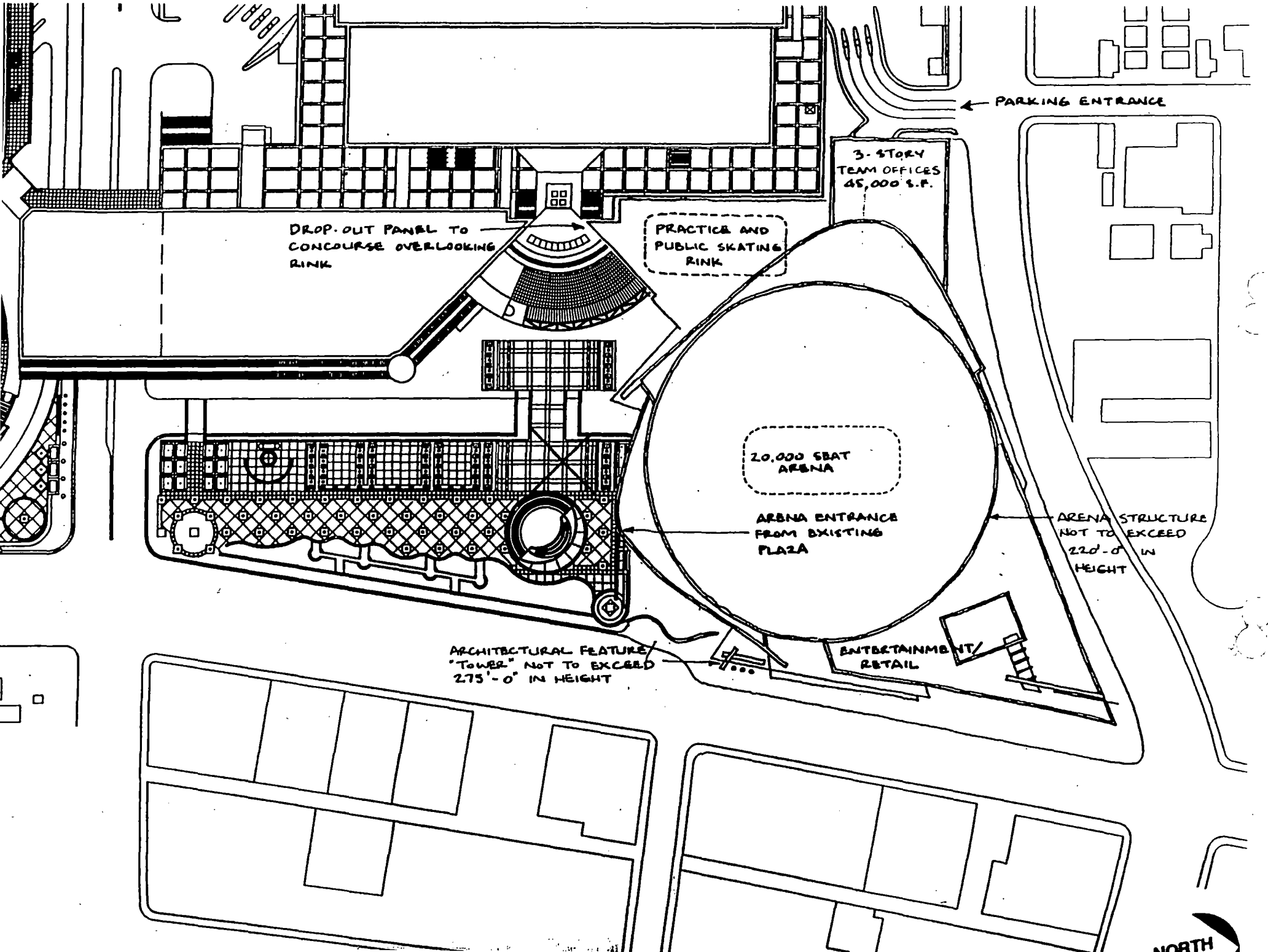
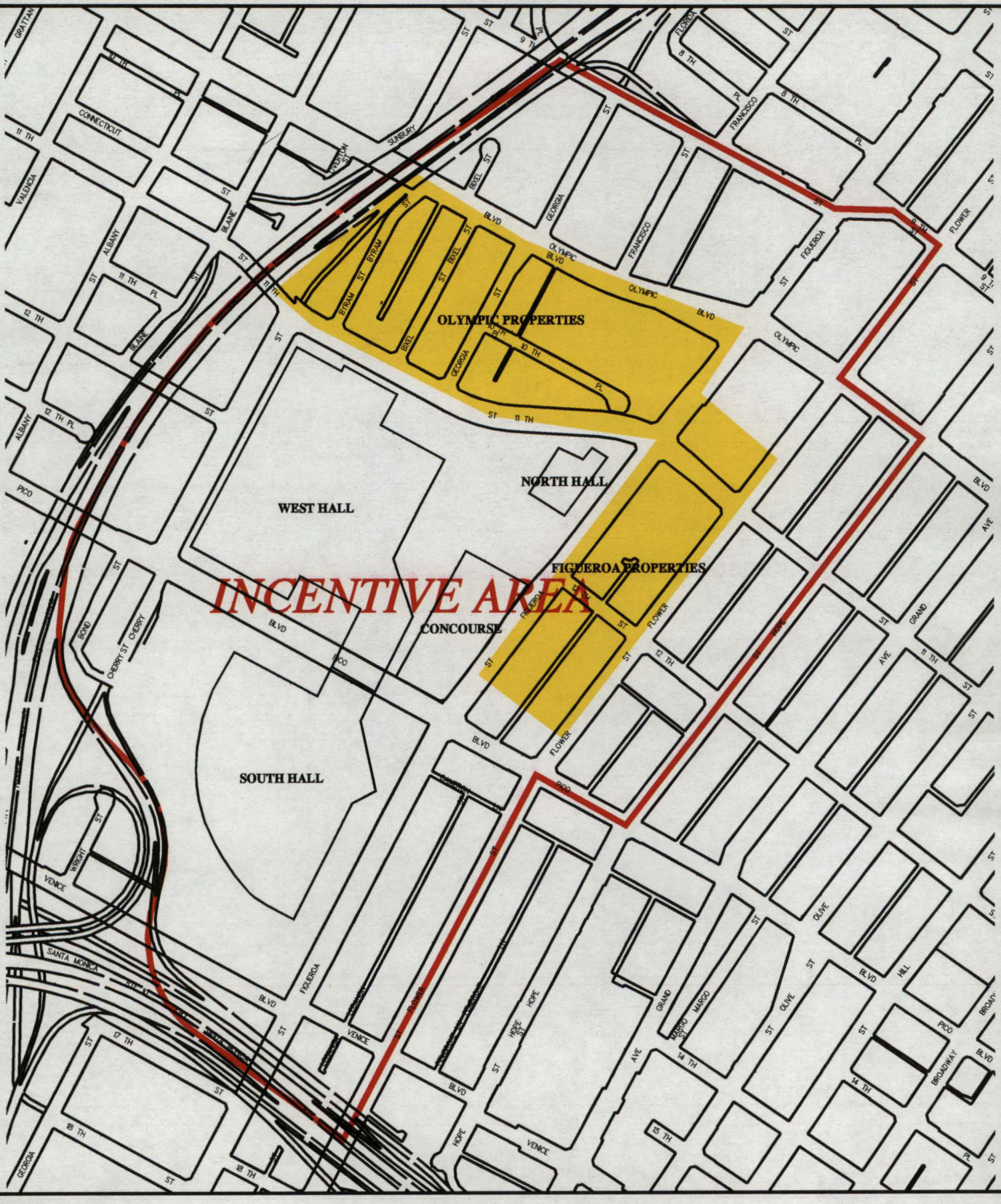


Exhibit C


PARKING ENTRANCE
3-STORY TEAM OFFICES 45,000 S.F.
DROP-OUT PANEL TO CONCOURSE OVERLOOKING RINK
PRACTICE AND PUBLIC SKATING RINK
20,000 SEAT ARENA
ARENA ENTRANCE FROM EXISTING PLAZA
ARENA STRUCTURE NOT TO EXCEED 220'-0" IN HEIGHT
ARCHITECTURAL FEATURE "TOWER" NOT TO EXCEED 275'-0" IN HEIGHT
ENTERTAINMENT/ RETAIL
NORTH

ATTACHMENT B

LOS ANGELES ARENA PROJECT AREA MAP

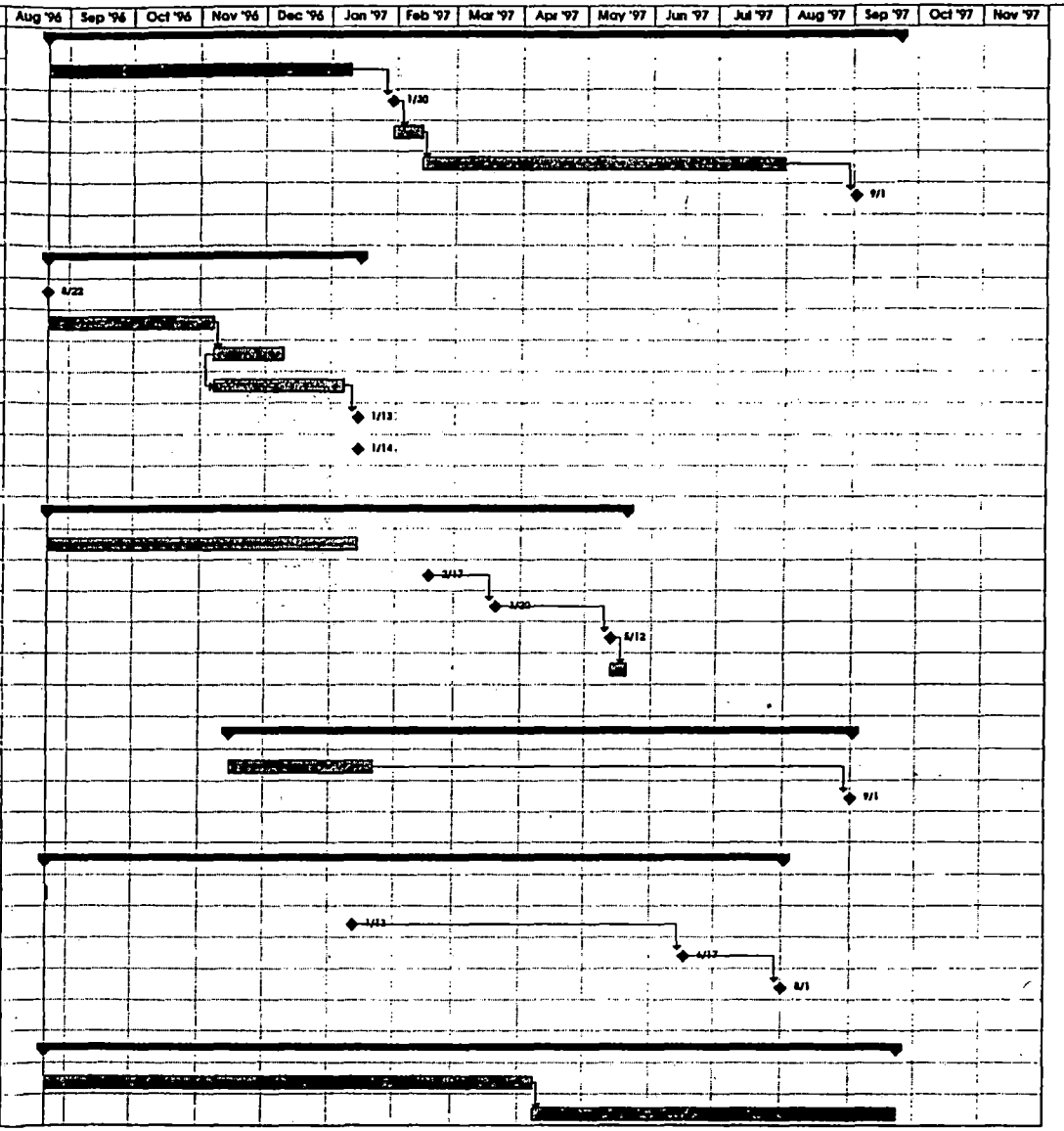


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RICHARD J. RIORDAN
MAYOR

LACC ENTITLEMENT SCHEDULE

Task Name	Duration	Start	Finish
Revocable Permit and Street Closure	56w	8/22/96	9/22/97
Revocable Permit and Street Closure applications submitted and reviewed	19.6w	8/22/96	1/9/97
Public Works Committee acts on BOE report and conditions.	0w	1/30/97	1/30/97
City Council approves report and establishes conditions for both applications.	2w	1/30/97	2/12/97
Revocable Permit conditions satisfied.	24w	2/13/97	7/30/97
Construction begins.	0w	9/1/97	9/1/97
Environmental Impact Report	20.2w	8/22/96	1/14/97
Initial Study is submitted to Agency.	0w	8/22/96	8/22/96
NOP circulation period (30 days), and preparation and review of DEIR.	10.8w	8/23/96	11/6/96
Notice of Completion is issued beginning public comment period on DEIR.	4.5w	11/7/96	12/9/96
Preparation of responses to comments and Final EIR (FEIR).	8w	11/7/96	1/6/97
CRA Board certifies EIR. (Meeting held on the Thursday following date shown)	0w	1/13/97	1/13/97
OPA Approved by CRA	1d	1/14/97	1/14/97
Conditional Use Permit/Development Agreement	38.1w	8/22/96	5/20/97
CUP and DA applications are prepared and submitted to City.	20w	8/22/96	1/13/97
Hearing Examiner public hearing on CUP and DA is held. 24 day notice required (after certification of EIR).	0w	2/17/97	2/17/97
Planning Commision meeting on CUP and DA is held.	0w	3/20/97	3/20/97
Planning and Land Use Management (PLUM) Committee Hearing for CUP and DA & CRA Hearing for OPA are held.	0w	5/12/97	5/12/97
City Council hearing on CUP and DA.	1.1w	5/13/97	5/20/97
Acquisition	40.6w	11/15/96	9/1/97
Schedule public hearing and seek Agency approval of Resolution of Necessity.	45d	11/15/96	1/21/97
Agency takes possession of property.	1d	9/1/97	9/1/97
Financing	48.6w	8/22/96	8/1/97
Deal Team selected.	0.2w	8/22/96	8/22/96
EIR is certified.	1d	1/13/97	1/13/97
Council approves COP issuance.	1d	6/17/97	6/17/97
COP closing.	1d	8/1/97	8/1/97
Utility Relocation and Construction	56w	8/22/96	9/22/97
Design and Approval.	32w	8/22/96	4/7/97
Construction	24w	4/8/97	9/22/97



t: LACC Entitlement Schedule
1/22/96

Task | Milestone | Rolled Up Task | Rolled Up Progress
Progress | Summary | Rolled Up Milestone

Attachment C

ARENA DEVELOPMENTS
15 Most Recent Developments Nationwide

Name	City	Total Estimated Cost[1]	Total Est. Public Contribution[1]	% Public Contribution	Net Cost to all Public Sources[1]	Year Constructed
Dade Co. Arena	Miami	$165	$165	100.0%	$100	Under Consideration
Broward Co. Arena	Sunrise FL	$176	$176	100.0%	$100	Under Consideration
MCI Arena	Washington DC	$180	$50	27.8%	$50	In Progress
Air Canada Center	Toronto	$110	$0	0.0%	$0	In Progress
Rose Garden	Portland	$262	$35	13.2%	$35	1996
Corestates Center	Philadelphia	$200	$60	30.0%	$50	1996
Key Center	Seattle	$74	$0	0.0%	$0	1996
Gund Arena	Cleveland	$120	$80	65.0%	$60	1994
Alamodrome	San Antonio	$186	$188	100.0%	$100+	1993
San Jose Arena	San Jose	$157	$135	86.0%	$90	1993
Arrowhead Pond	Anaheim	$103	$31	30.1%	$30	1993
America West Arena	Phoenix	$89	$37	41.6%	$20	1992
Target Center	Minneapolis	$104	$72	69.2%	$70	1990
O-rena	Orlando	$110	$110	100.0%	$80	1989
Arco Arena	Sacramento	$40	$0	0.0%	$0	1988

Source: ERA, The Council of State Governments, Team Marketing Report, Amusement Business, Orlando Sentinell, New York Times

[1] In Millions

Attachment D

Attachment E

[redacted]

Proposed Convention Center Arena

Economic Impact Analysis

Prepared for

Los Angeles Convention and
Visitors Bureau

June 27, 1996

ERNST & YOUNG LLP

Los Angeles Convention & Visitors Bureau
633 West Fifth Street, Suite 6000
Los Angeles, California 90071

The accompanying report contains an analysis of the economic impact of a proposed Sports and Entertainment Arena (the Project) to be constructed adjacent to the Los Angeles Convention Center on the City of Los Angeles, County of Los Angeles and the Southern California region. This report has been prepared in accordance with our engagement letter dated April 15, 1996.

The economic impact analysis estimates the permanent, direct and off-site employment and output which may occur from stabilized operations of the Project accruing to the City of Los Angeles, County of Los Angeles and the Southern California region.

The report is based on estimates, assumptions, and specific project data provided by LA Arena Company LLC (the Venture), the Los Angeles Kings and the Los Angeles Lakers organizations, and other sources. The sources of information and bases of the estimates are stated herein. While we believe that the sources of information are reliable, we do not express an opinion or any other form of assurance on the accuracy of such information. The analysis of economic impact contained in this report is not considered to be a "financial forecast" or "financial projection" as technically defined by the American Institute of Certified Public Accountants. The words "project" or "projection" used alone within this report relate to broad expectations of future events or market conditions and quantification of the potential results of operations under those conditions. Since the analyses are based on estimates and assumptions that are inherently subject to uncertainty and variation depending on evolving events, we do not represent them as results that will actually be achieved. Some assumptions inevitably will not materialize and unanticipated events and circumstances may occur; therefore, the actual results achieved may vary materially from the analyses.

The input-output computer model used for this analysis, the Southern California Planning Model, was neither developed nor audited by us and, while we believe the model's results are reliable and appropriate, we do not express an opinion or any other form of assurance on them.

In accordance with our engagement letter, we did not prepare a market feasibility analysis of the proposed Project, nor did we ascertain the legal, engineering or regulatory requirements applicable to it, including zoning and other state and local government regulations, permits and licenses. Further, no effort has been made to determine the possible effect on the Project and on this analysis of present or future federal, state or local legislation, including any environmental or ecological matters or interpretations thereof.

Our report is intended for use by the Los Angeles Convention & Visitors Bureau. Neither it nor its contents may be referred to or quoted, in whole or in part, in any registration statement, prospectus, loan or other agreement or document without our prior written approval. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

Ernst & Young LLP

June 27, 1996

ECONOMIC IMPACT ANALYSIS OF PROPOSED CONVENTION CENTER ARENA PROJECT

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ECONOMIC IMPACT ANALYSIS OF PROPOSED CONVENTION CENTER ARENA PROJECT LIST OF EXHIBITS

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ECONOMIC IMPACT ANALYSIS OF PROPOSED CONVENTION CENTER ARENA PROJECT

INTRODUCTION

The E&Y Kenneth Leventhal Real Estate Group of Ernst and Young LLP (EY) was retained by the Los Angeles Convention & Visitors Bureau to conduct an economic impact analysis of a proposed sports and entertainment arena (Arena) to be situated adjacent to the Los Angeles Convention Center in the City of Los Angeles. The analysis included a study of postconstruction activities associated with the proposed Arena. Following a brief description of the Project, key findings and supporting details are provided herein.

PROJECT DESCRIPTION

The proposed arena site is located adjacent to the Los Angeles Convention Center (LACC). As proposed by its developer, the LA Arena Company LLC (the "Venture"), the Arena will have a maximum seating capacity of 21,500 for NBA basketball games, and slightly less capacity for NHL hockey games and concert events. At capacity, the Arena seating configuration will include an aggregate of 150 to 220 luxury boxes, between 2,500 to 3,500 club seats and a total of nearly 15,360 regular seats.

As proposed by the Venture, the Arena's projected event calendar consists of 299 annual events which includes 44 NBA basketball events, 44 NHL hockey events, 44 other events (boxing, tennis, arena football, etc.), 70 concert events, and 97 family and other shows.

A more detailed description of the proposed arena is presented in our Fiscal Benefits Analysis previously provided to you.

SUMMARY OF KEY FINDINGS

Implementation of the proposed Arena project will generate significant economic impacts, both in employment and dollar terms, for the City of Los Angeles, the County of Los Angeles and the Southern California region. The Arena will generate jobs and output on spending, both on-site and throughout the region.

Studies indicate that construction and operation of an arena can have a significant impact on the local and regional economy. The following summarizes the potential economic output and employment impact of the proposed Arena on the City of Los Angeles, the County of Los Angeles and the Southern California region. The key findings of our analysis are as follows:

- Following its construction and stabilization of operations (in year 2002), the proposed Arena is estimated to generate a total of approximately 1,500 jobs in the Southern California Region including the County and City of Los Angeles (see Exhibit 1). See also Appendix Exhibit A-1 for a breakdown of jobs by sector.

- The County of Los Angeles, including the City of Los Angeles, will be the beneficiary of approximately 1,200 permanent jobs resulting from operations at the proposed Arena (see Exhibit 1). Please see Appendix Exhibit A-2 for a detailed listing of job projections in various sectors.

- The City of Los Angeles is expected to capture nearly 55 percent (850 jobs) of all the permanent jobs created by the proposed Arena (see Exhibit 1). Please see Appendix Exhibit A-3 for a detailed listing by job sector.

- The proposed Arena is also expected to contribute approximately $200 million annually to Southern California's economy including Los Angeles County and the City of Los Angeles in terms of output or spending (see Exhibit 2). Please see Appendix Exhibit A-4 for a listing of output by industry.

- The economic impact on the County of Los Angeles is estimated at approximately $160 million annually including Los Angeles County and the City of Los Angeles (see Exhibit 2). Please see Appendix Exhibit A-5 for a listing of output by industry.

- The City of Los Angeles is estimated to be the beneficiary of approximately $120 million in annual economic impact (see Exhibit 2). Please see Appendix Exhibit A-6 for a listing of output by industry.

EXHIBIT 1

ECONOMIC IMPACT ANALYSIS
PROPOSED CONVENTION CENTER ARENA PROJECT

ANNUAL IMPACTS ON EMPLOYMENT

Jurisdiction	Jobs [1]
City of Los Angeles	
Direct impact	710
Indirect impact	120
Induced impact	20
Total employment	850
County of Los Angeles [2]	
Direct impact	710
Indirect impact	260
Induced impact	260
Total employment	1,230
Southern California Region [3]	
Direct impact	710
Indirect impact	410
Induced impact	400
Total employment	1,520

[1] At stabilized operations in year 2002; all amounts rounded to nearest ten

[2] Inclusive of the City of Los Angeles

[3] Inclusive of the City and the County of Los Angeles

Sources: the Venture; California Sports Inc.; Ernst & Young LLP; and University of Southern California (Southern California Planning Model)

EXHIBIT 2

ECONOMIC IMPACT ANALYSIS
PROPOSED CONVENTION CENTER ARENA PROJECT

ANNUAL IMPACTS ON OUTPUT

Jurisdiction	Amount [1] ($000)
City of Los Angeles	
Direct impact	$ 105,400
Indirect impact	15,600
Induced impact	1,700
Total output	$ 122,700
County of Los Angeles [2]	
Direct impact	$ 105,400
Indirect impact	34,200
Induced impact	24,800
Total output	$ 164,400
Southern California Region [3]	
Direct impact	$ 105,400
Indirect impact	53,600
Induced impact	38,900
Total output	$ 197,900

[1] At stabilized operations in year 2002; all amounts rounded to nearest hundred

[2] Inclusive of the City of Los Angeles

[3] Inclusive of the City and the County of Los Angeles

Sources: the Venture; California Sports Inc.; Ernst & Young LLP; and University of Southern California (Southern California Planning Model)

As previously indicated, studies have shown that arenas have been instrumental in providing positive economic benefits in many localities. The following citations are abstracted from studies that describe the economic impact of an arena on its regional and local economy:

- A 1994 study on the 19,000-seat Target Center in downtown Minneapolis, concluded that the arena (including the Timberwolves NBA team and a proposed NHL franchise) could generate an estimated $90.7 million in annual spending and provide support for 981 jobs.

- A 1995 study concluded that the Chicago Bears football team contributes $125 million annually to the Chicago economy, along with hundreds of jobs.

- A study completed by the University of Cincinnati in 1996 found that construction of two stadiums for the Reds and Bengals would bring a one-time economic benefit of $1.13 billion, of which $296 million would be captured locally, supporting 6,883 jobs.

- A study conducted in 1996 on the feasibility of building an arena at Missouri Southern State College in Joplin concluded that the project would have an annual impact of $15 million on Joplin's economy. Total impact could be as high as $55 million during construction, resulting in the creation of 962 jobs in various sectors with additional earnings of $17.6 million.

METHODOLOGY

A key consideration in economic impact analysis is the avoidance of double-counting impacts. A decision must be made at the study's outset regarding whether the analysis will focus on revenues or expenditures. For example, a fan will purchase a ticket for a particular basketball game. The "expenditure" by the fan is received by the basketball team which, subject to certain agreed-upon distribution formulas, will share a portion of ticket sales with the Arena operators. Thus, the basketball fan's "expenditure" becomes "revenue" of the Arena and team.

This analysis focuses on expenditures, and not revenues, at stabilized operations in the year 2002. That is, we do not analyze the revenues created by Arena patrons (e.g., ticket sales, purchases of concessions and souvenirs, etc.). Instead, we examine the impacts generated by the first-round expenditures of the significant businesses associated with the Arena. In particular, we focus on:

- Arena Operations
- NBA Team Operations
- NHL Team Operations
- Visiting Team Expenditures

The specific procedures performed included the following:

- Expenditure data were collected from the Los Angeles Kings (NHL) and Los Angeles Lakers (NBA) organizations.

- Operating expenses were collected for comparable arenas.
- Expenditures were estimated for visiting professional hockey and basketball teams.
- The data collected were analyzed, out-of-area expenditures were excluded, and local expenditures adjusted forward to year 2002 dollars.
- The data were summarized and provided to the University of Southern California for inputting into its Southern California Planning Model (SCPM). The SCPM used aggregate multiplier coefficients to evaluate expenditures, by industry segment.
- The SCPM results were analyzed and key findings presented herein.

DEFINITIONS

Definitions for key terms used in this report are discussed below.

Economic Impact Analysis

Economic impact analysis measures the effect on employment and output that a given activity has on the economies being studied. In order to measure these economic benefits, the structure of the affected economies must be analyzed. The SCPM used in this study uses input/output theory as the framework for such analysis. According to input/output theory, each sector in the economy is said to be dependent on every other sector. In that manner, goods or services produced by one sector may be used as inputs by another sector, the output of which in turn may be an input to production for yet another sector, and so on. Economic impact analysis measures this chain of economic events by considering three types of effects -- direct, indirect and induced -- described below.

- Direct -- Direct effects refer to the production of goods and services occurring at the Arena, representing the initial or "first-round" impact on the economy.
- Indirect -- Indirect effects, include the purchase of inputs to production made by the Arena or Arena users, as well as the successive rounds of spending on goods and services required for the production of these purchases.
- Induced -- Induced effects of the Arena reflect production required to meet consumer demand from purchases from employee payrolls.

An example of the employment impact of the Arena is as follows. Take, for instance, a hockey or basketball game at the proposed Arena. In connection with exhibition of the game, the Arena employs a number of workers that constitute direct employment (e.g., ticket-takers, ushers, security, maintenance, etc.). The Arena, however, not only pays wages and salaries to its employees, but also purchases goods and services provided by other businesses -- concessionaires, utility companies, marketing & advertising agencies, insurance companies, office supply companies, hotels, etc. These other businesses directly supplying inputs to the

Arena themselves require inputs from vendors, which, in turn, require inputs from a myriad of other firms. Indirect employment, as defined, includes all those jobs relating to the production of this chain of inputs.

As a result of the direct and indirect employment described above, the Arena also generates induced employment. This induced employment reflects all jobs supported by the spending of direct and indirect payroll dollars at the household level (i.e., employment at grocery stores, restaurants, doctors, dry cleaners, etc.).

The three types of effects -- direct, indirect, and induced -- described above are expressed in terms of output and employment defined as follows:

- Output -- Referred to as either output or spending, output is defined as the total value of all goods and services produced as a result of the direct, indirect or induced effects of the operations of or at the Arena.

- Employment -- Refers to the number of establishment-based jobs supported by the direct, indirect or induced effects of the operations at the Arena.

It is anticipated that the proposed Arena will, by all measures, have a broad and decidedly positive impact on the local and regional economies. This impact is manifest not only in the employment and output generated on-site, but also in indirect and induced effects engendered by the project's operations.

KEY ASSUMPTIONS

Following are the key assumptions underlying the fiscal benefits and economic impact analysis:

- The proposed facility is expected to be operational by the fall of 1999. While construction of the Arena will itself generate measurable economic impacts, such impacts are not addressed herein.

- The period analyzed is the Arena's stabilized year of operations (2002).

- The results for output are expressed in "dollars" and the results for employment are expressed in "jobs." The SCPM defines employment in terms of person-years (i.e., full time employment for one year). Job estimates are by place of work.

- The output results of the economic impact analysis are expressed in constant 2002 dollars.

- The analysis considers expenditures by the Arena on concessions, but not those of the concessionaires.

- The direct impact data are based on Arena Operations, Visiting Team Expenditures and Team Expenditures.

- The economic impact analysis includes not only direct, on-site employment and output but also "indirect" and "induced" economic effects. These impacts were estimated by USC for the City and County of Los Angeles and Southern California.[1]

It should be noted that the economic impact analysis does not validate or in any way comment on the feasibility of the proposed project. The underlying assumptions relating to annual event calendar, attendance, ticket pricing, operating expenses and operating characteristics were provided to us by the Venture, the Los Angeles Kings, the Los Angeles Lakers and/or their respective consultants.

ECONOMIC IMPACT ANALYSIS OF PROPOSED ARENA

The postconstruction impact of the proposed Arena was analyzed by the USC Lusk Center using their proprietary input-output model. Following a brief discussion of the input-output model, the key economic impact findings are summarized below.

The Southern California Planning Model

The Southern California Planning Model ("SCPM"), developed at the Lusk Center Research Institute at USC, is perhaps the most conservative of the various input-output models in use. According to USC, the model uses aggregate multiplier coefficients for commercial sports of 2.2 for employment and 1.9 for output. The SCPM has been used to evaluate the economic impacts of a variety of economic events, ranging from the Arena development project to increased occupancy rates at local hotels. The SCPM model has been published in a "refereed" journal (Environment and Planning A, 1993, volume 25, pages 987-1002), the results of which must withstand rigorous double-blind peer review.

There are two major features which distinguish the SCPM from other input-output models. First, the SCPM has a high degree of specificity, using data from the U.S. Department of Commerce's Economic Census (Manufacturers, Wholesaling, Retail and Services), as well as the 1990 Census of Population and Housing. Second, the SCPM can produce results with a high degree of geographic detail. The model can disaggregate the results into as many as 290 subareas. This includes the five counties which comprise Southern California, the constituent cities, and sub-city detail (e.g., the City of Los Angeles' planning districts or aggregates thereof). The SCPM uses Journey-to-Work and Journey-to-Shop matrices from 1990 Census data to distribute job and income impacts to each of these geographic areas.

Economic Impact of Arena

The primary expenditures contributing to the proposed Arena's economic impact are set forth in Exhibit 3. As shown, it is estimated that by stabilized operations, projected to be the year 2002

[1] Southern California, as referred to herein, includes Los Angeles, Ventura, Orange, San Bernardino and Riverside counties.

(third full year of operation), the Arena's key businesses will be generating approximately $134 million in local expenditures. A portion of these expenditures ($29 million) are lost to other economies outside the region, constituting "leakage." The SCPM considers leakage in its analysis.

These local expenditures constitute direct impacts, or the first-round of spending in the local and regional economies.

The estimated Annual Local Expenditures shown in Exhibit 3 were supplied to the University of Southern California for inputting into their SCPM model.

The SCPM estimates that in the proposed Arena stabilized year of operations (2002), the impact on the City of Los Angeles' output is expected to level at nearly $120 million, sustaining approximately 840 permanent jobs annually. Although the Arena may purchase inputs from vendors and suppliers located elsewhere in the region, most of the Arena's inputs are projected to be in the City of Los Angeles, thereby creating greater effect on the project's employment and output in this area. However, some residual outputs are projected to affect the County of Los Angeles and the Southern California region.

As indicated in Exhibits 1 and 2, at stabilized operations in 2002, the Arena will engender output of $164 million in the County, supporting approximately 1,200 permanent jobs. It was also estimated that by stabilized operations in 2002, the Arena's impact on the Southern California region will be $198 million (see Exhibit 2) in output and 1,500 permanent jobs (see Exhibit 1).

EXHIBIT 3

ECONOMIC IMPACT ANALYSIS
PROPOSED CONVENTION CENTER ARENA PROJECT

ESTIMATED ANNUAL LOCAL EXPENDITURES

Entity	Local Expenditures[1]
Arena Operations	$ 14,650,000
NBA Team Operations	71,390,000
NHL Team Operations	47,100,000
NHL/NBA Visiting Teams	1,281,000
Total	$ 134,421,000

[1] At stabilized operations in year 2002

Sources: the Venture; California Sports Inc.; Ernst & Young LLP

APPENDIX

EXHIBIT A-1

ECONOMIC IMPACT ANALYSIS
PROPOSED CONVENTION CENTER ARENA PROJECT

ANNUAL IMPACTS ON EMPLOYMENT
Southern California Region [1]

Industry	Jobs [2]
Entertainment	878
Retail trade	137
Finance, insurance & real estate	101
Business services	87
Other professions	51
Manufacturing (durable)	45
Manufacturing (non-durable)	42
Personal services	42
Construction	35
Wholesale trade	24
Public administration	21
Educational services	18
Communications & utilities	12
Health services	11
Transportation services	8
Agriculture, forestry & fishing	5
Total employment [3]	1,516

[1] Inclusive of the City and County of Los Angeles

[2] At stabilized operations in year 2002

[3] Employment by industry may not sum to total due to independent rounding

Sources: the Venture; California Sports Inc.; Ernst & Young LLP; and University of Southern California (Southern California Planning Model)

EXHIBIT A-2

ECONOMIC IMPACT ANALYSIS
PROPOSED CONVENTION CENTER ARENA PROJECT

ANNUAL IMPACTS ON EMPLOYMENT
County of Los Angeles [1]

Industry	Jobs [2]
Entertainment	811
Retail trade	94
Finance, insurance & real estate	62
Business services	55
Other professions	32
Manufacturing (durable)	32
Personal services	28
Manufacturing (non-durable)	24
Construction	21
Wholesale trade	16
Public administration	14
Educational services	11
Communications & utilities	8
Health services	8
Transportation services	5
Agriculture, forestry & fishing	3
Total employment [3]	1,224

[1] Inclusive of the City of Los Angeles

[2] At stabilized operations in year 2002

[3] Employment by industry may not sum to total due to independent rounding

Sources: the Venture; California Sports Inc.; Ernst & Young LLP; and University of Southern California (Southern California Planning Model)

EXHIBIT A-3

ECONOMIC IMPACT ANALYSIS
PROPOSED CONVENTION CENTER ARENA PROJECT

ANNUAL IMPACTS ON EMPLOYMENT
City of Los Angeles

Industry	Jobs [1]
Entertainment	744
Retail trade	19
Business services	18
Finance, insurance & real estate	12
Manufacturing (durable)	11
Personal services	10
Construction	5
Manufacturing (non-durable)	5
Other professions	5
Wholesale trade	4
Communications & utilities	3
Public administration	3
Agriculture, forestry & fishing	1
Transportation services	1
Health services	1
Educational services	1
Total employment [2]	843

[1] At stabilized operations in year 2002

[2] Employment by industry may not sum to total due to independent rounding

Sources: the Venture; California Sports Inc.; Ernst & Young LLP; and University of Southern California (Southern California Planning Model)

EXHIBIT A-4

ECONOMIC IMPACT ANALYSIS
PROPOSED CONVENTION CENTER ARENA PROJECT

ANNUAL IMPACTS ON OUTPUT
Southern California Region [1]

Industry	Amount [2] ($000)
Entertainment	$ 130,992
Finance, insurance & real Estate	16,868
Manufacturing (non-durable)	9,825
Manufacturing (durable)	8,167
Retail trade	7,958
Business services	5,899
Communications & utilities	3,954
Other professions	3,229
Wholesale trade	3,147
Public administration	1,787
Construction	1,690
Personal services	1,424
Health services	831
Transportation services	818
Educational services	776
Agriculture, forestry & fishing	368
Mining	188
Total output [3]	$ 197,920

[1] Inclusive of the City and the County of Los Angeles

[2] At stabilized operations in year 2002

[3] Output by industry may not sum to total due to independent rounding

Sources: the Venture; California Sports Inc.; Ernst & Young LLP; and University of Southern California (Southern California Planning Model)

EXHIBIT A-5

ECONOMIC IMPACT ANALYSIS
PROPOSED CONVENTION CENTER ARENA PROJECT

ANNUAL IMPACTS ON OUTPUT
County of Los Angeles [1]

Industry	Amount [2] ($000)
Entertainment	$ 121,351
Finance, insurance & real estate	10,355
Manufacturing (durable)	5,829
Manufacturing (non-durable)	5,635
Retail trade	5,376
Business services	3,737
Communications & utilities	2,833
Other professions	2,061
Wholesale trade	2,058
Public administration	1,178
Construction	981
Personal services	976
Health services	588
Transportation services	540
Educational services	495
Agriculture, forestry & fishing	235
Mining	87
Total output [3]	$ 164,314

[1] Inclusive of the City of Los Angeles

[2] At stabilized operations in year 2002

[3] Output by industry may not sum to total due to independent rounding

Sources: the Venture; California Sports Inc.; Ernst & Young LLP; and University of Southern California (Southern California Planning Model)

EXHIBIT A-6

ECONOMIC IMPACT ANALYSIS
PROPOSED CONVENTION CENTER ARENA PROJECT

ANNUAL IMPACTS ON OUTPUT
City of Los Angeles

Industry	Amount [1] ($000)
Entertainment	$ 112,315
Finance, insurance & real estate	2,063
Manufacturing (durable)	1,888
Business services	1,320
Manufacturing (non-durable)	1,151
Communications & utilities	989
Retail trade	942
Wholesale trade	510
Personal services	378
Other professions	318
Public administration	278
Construction	238
Transportation services	105
Health services	54
Educational services	35
Agriculture, forestry & fishing	31
Mining	17
Total output [2]	$ 122,628

[1] At stabilized operations in year 2002

[2] Output by industry may not sum to total due to independent rounding

Sources: the Venture; California Sports Inc.; Ernst & Young LLP; and University of Southern California (Southern California Planning Model)

This is the unhumane conditions that Rita Walters has the constituents living in, while she is making million dollar deals downtown! ANY ONE who Aides and Abets Ms. WALTERS TO my opinion is just as guilty. THESE CONDITIONS ARE NOT FIT FOR A DOG









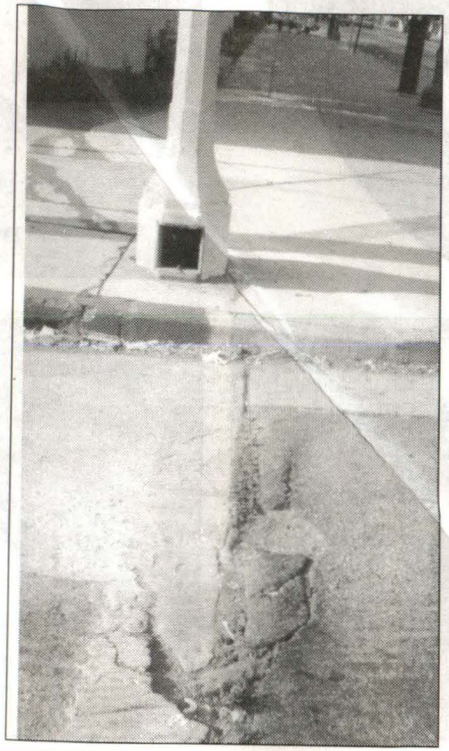














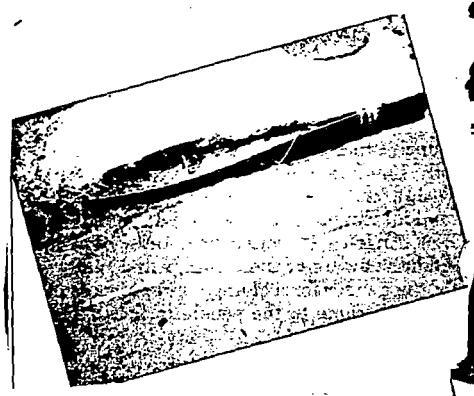






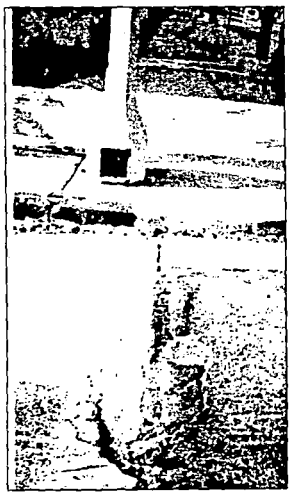
9th District

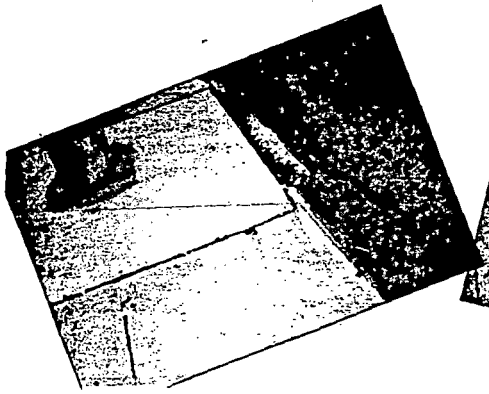
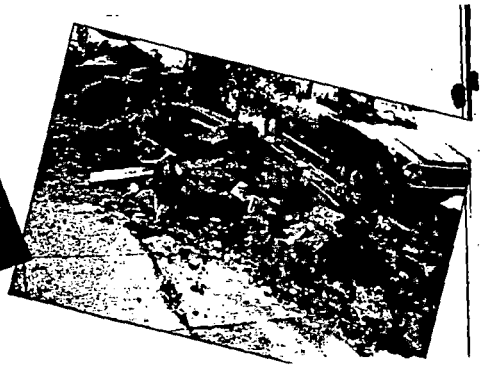
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