

CATY OF INGLEVVOCAL CALE CALE

ONE MANCHESTER BOULEVARD, / P.O. BOX 6500 / INGLEWOOD, CALIF. 90301

October 11, 1988

Mr. John P. Milligan Federal Aviation Adminstration Airports Division AWP-621.S 15000 Aviation Boulevard Hawthorne, CA 90261

Dear Mr. Milligan:

Enclosed are three signed copies of Grant Agreement No AIP 3-06-0139-N5 and Council Resolution No. R-88-81. Please call me or Alan Wolken if you need any additional materials.

Thank you for your help in this matter.

Sincerely,

Otis W Ginoza

Development Coordinator

OWG: va

Enclosure

DEPARTMENT OF TRANSPORTATION

FEDERAL AVIATION ADMINISTRATION

GRANT AGREEMENT

Part I - Offer

Date of Offer SEP 14 1988

Los Angeles International Airport

Project No. AIP 3-06-0139-N5

Contract No. DTFA08-88-C-20447

TO: City of Inglewood, California (herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 30, 1987, for a grant of Federal funds for a project at or associated with the Los Angeles International Airport which Project Application, as approved by the FAA, is hereby incorporated herein and made part hereof; and

WHEREAS, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

Acquire land for noise compatibility within Site 7 and Site 11 (approx. 12 parcels - 4.6 acres) to provide for relocation, removal of improvements, and resale.

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, herein called the "Act," and/or the Aviation Safety and Noise Abatement Act of 1979, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND ACREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 80.00 percentum of said allowable costs for noise impacted land.

The Offer is made on and subject to the following terms and conditions:

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$4,000,000.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 512(b) of the Act, the following amounts are being specified for this purpose:

\$-0- for planning \$4,000,000.00 for airport development or noise program implementation.

- 2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
- 3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
- 5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

- 6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before September 30, 1988, or such subsequent date as may be prescribed in writing by the FAA.
- 7. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
- 8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 9. The Sponsor shall comply with the Part V Assurances, which are attached hereto and made a part hereof, in lieu of the Part V Assurances which accompanied the Project Application dated June 30, 1987.
- 10. It is hereby understood and agreed by and between the parties hereto that the Sponsor will acquire a fee title or such lesser property interest as may be found satisfactory to the FAA to Parcels as described in the Project Application and as shown on the property maps attached hereto and identified as Exhibit "B-1" and Exhibit "B-2", and that the United States will not make nor be obligated to make any payments involving the aforesaid parcels as shown on the property maps attached hereto until the Sponsor has submitted evidence that it has acquired a fee title or such lesser property interest as may be found satisfactory to the FAA in and to said parcels (or any portion thereof for which grant payment is sought) subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk of interference with the use and operation of the airport.
- 11. It is agreed that land in this project purchased for noise compatibility purposes may be subject to disposal at the earliest practicable time. After Grant Agreement, the FAA may designate such land which must be sold by the Sponsor. the Sponsor will use its best efforts to dispose of such land subject to retention or reservation of any interest or right therein necessary to insure that such land is used only for purposes which are compatible with the noise levels of operation of the airport. The proceeds of such disposition either shall be refunded to the United States for the Airport and Airway Trust Fund on a Basis proportionate to the United States share of the cost of acquisition of such land, or shall be

- reinvested in an approved project, pursuant to such instructions as the FAA shall issue.
- 12. It is understood and agreed by and between the parties hereto that the Assurances entitled, "Relocation and Real Property Acquisition Assurances Implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" dated July 16, 1987, attached to the Pre-application for Federal Assistance dated June 30, 1987, are incorporated herein and made a part hereof.
- 13. It agrees that all program income produced from real property purchased in part with Federal funds in this grant received during the grant period shall be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. Airport fiscal and accounting records shall clearly identify actual sources and uses of these funds.
- 14. It is understood and agreed by and between the parties hereto that the Sponsor shall grant an avigation easement on land within Site 7 and Site 11 as shown on the property maps, Exhibit "B-1" and Exhibit "B-2", to the city of Los Angeles, Department of Airports, California, prior to any disposal or resale of said land.
- 15. The FAA shall make payment to the Sponsor by a Letter of Credit between the Treasury, through a Federal Reserve Bank, and the Sponsor's Commercial Bank. The Sponsor agrees to request cash drawdowns on the authorized Letter of Credit only when needed for its disbursements to carry our the purposes of this program. The Sponsor further agrees to timely reporting of such drawdown and disbursements as required. It is understood that failure to adhere to this provision may cause the Letter of Credit to be revoked by the FAA. In the event of revocation, payment will be made on a reimbursement basis by Treasury check for costs incurred.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Robert C. Bloom

Supervisor, Standards Section

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this

20th

day of September, 1988.

City of Inglewood, California
(Name of Sponsor)

134.2

(SEAL)

(Sponsor's Official Representative)

Attest Sermanta Chris Title

tle Mayor

Title:

City Clerk

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Howard Rosten

, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Inglewood, CA

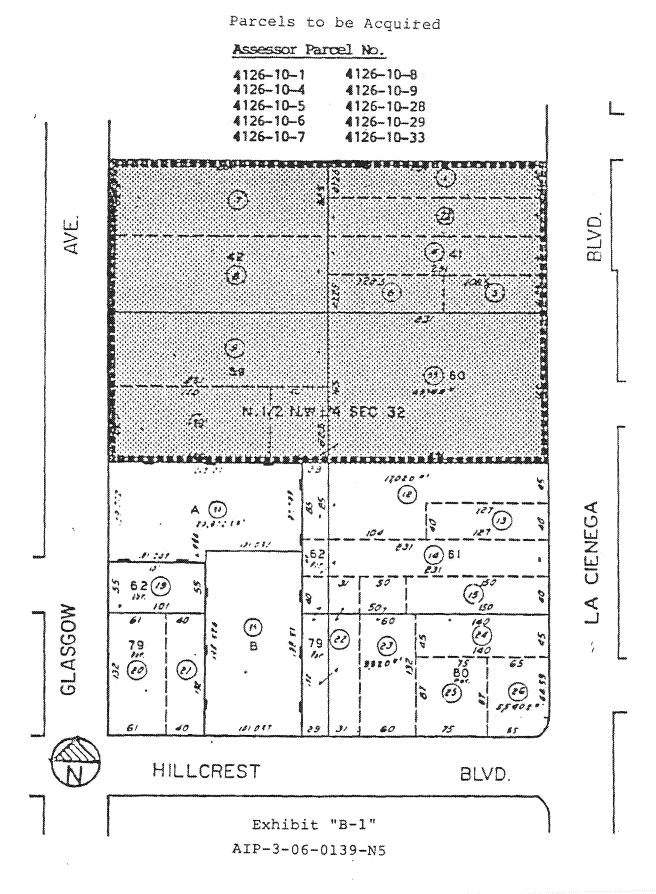
this

th // day of September

, 1988

Signature of Sponsor's Attorney

LA CIENEGA REDEVELOPMENT PROJECT AREA



€ ACA

AIP 3-06-0139-N5 Exhibit "B-2"

PART V - ASSURANCES Noise Program Implementation Projects Undertaken By Non Airport Sponsors

a. General.

- These assurances shall be complied with in the performance of grant agreements for noise program implementation projects undertaken by sponsors that are not proprietors of the airport which is the subject of the noise compatibility program.
- These assurances are required to be submitted as part of the project 2. application by sponsors requesting funds under the provisions of the Airport and Airway Improvement Act of 1982 as amended and the Aviation Safety and Noise Abatement Act of 1979. Sponsors are units of local government in the areas around the airport which is the subject of the noise compatibility program.
- Upon acceptance of the grant offer by the sponsor, these assurances 3. are incorporated in and become part of the grant agreement.
- 5. Duration. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect throughout useful life of the facilities developed or equipment acquired or throughout the useful life of the items installed within a facility under this project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no time limit on the duration of the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be as specified in the assurance.
- C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:
 - General Federal Requirements. It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

a. Federal Aviation Act of 1958 - 49 U.S.C. 1301, et seq.

b. Davis-Bacon &ct - 40 U.S.C. 276(a), et seq.

c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.

- d. Hatch Act 5 U.S.C. 1501, et seq.
 e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. 4601, et seq.
- f. National Historic Preservation Act of 1966 Section 106 -16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 -16 U.S.C. 469 through 469C
- h. Flood Disaster Protection Act of 1973 Section 102(a) -42 U.S.C. 4012a

i. Rehabilitation Act of 1973 - 29 U.S.C. 794.

j. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.

k. Aviation Safety and Noise Abstement Act of 1979, 49 U.S.C. 2101, et seq.

1. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

- m. Architectural Barriers Act of 1968 42 U.S.C. 4151, et seq.
- n. Airport and Airway Improvement Act of 1982, as amended 49 U.S.C. 2201, et seq.
- o. Powerplant and Industrial Fuel Use Act of 1978 Section 403 42 U.S.C. 8373.
- p. Contract Work Hours and Safety Standards Act 40 U.S.C. 327, et seq.
- q. Copeland Antikickback Act 18 U.S.C. 874.
- r. National Environmental Policy Act of 1969 42 U.S.C. 4321, et seq.
- s. Endangered Species Act of 1973 16 U.S.C. 668(a), et seq.
- t. Single Audit Act of 1984 31 U.S.C. 7501, et seq.

Executive Orders

Executive Order 12372 - Intergovernmental Review of Federal Programs

Executive Order 11246 - Equal Employment Opportunity

Federal Regulations

- a. 49 CFR Part 21 Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964.
- b. 49 CFR Part 23 Participation by Minority Business Enterprise in Department of Transportation Programs.
- c. 49 CFR Part 24 Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs.
- d. 49 CFR Part 27 Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance.
- e. 49 CFR Part 29 Debarments, Suspensions and Voluntary Exclusions.
- f. 29 CFR Part 1 Procedures for Predetermination of Wage Rates.
- g. 29 CFR Part 3 Contractors or Subcontractors on Public Buildings or Public Works Financed in Whole or Part by Loans or Grants from U.S.
- b. 29 CFR Part 5 Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction.

- 1. 41 CFR Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted Contracting Requirements).
- j. 14 CFR Part 150 Airport Noise Compatibility Planning.

Office of Management and Budget Circulars

- a. A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-102 Uniform Requirements for Assistance to State and Local Governments.
- c. A-128 Audits of State and Local Governments.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

2. Responsibility and Authority of the Sponsor. It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

Sponsor Fund Availability.

- a. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.
- b. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.
- 4. Good Title. For projects to be carried out on the property of the sponsors, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not enter into any transaction, or change thereto, or take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under the Airport and Airway Improvement Act of 1982 to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee, all of the terms, conditions and assurances contained in this grant agreement.
- c. For all noise program implementation projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise program implementation project. That agreement and changes thereto must be approved in advance by the Secretary.
- d. For noise program implementation projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary.

- 6. Consistency with Local Plans. The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. For noise program implementation projects to be carried out on property which is not owned by the sponsor and which is under the land use control or authority of a public agency other than the sponsor, the sponsor shall obtain from each agency a written declaration that such agency supports the project and the project is reasonably consistent with the agency's plans regarding the property.
- 7. Consideration of Local Interest. It has given fair consideration to the interest of communities in or near which the project may be located.
- 8. Accounting System, Audit, and Recordkeeping Requirements.
 - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount and nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than 6 months following the close of the fiscal year for which the audit was made.
- 9. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

- Veterans Preference. It shall include, in all contracts for work on any projects funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
- 11. Conformity to Plans and Specifications. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval by the Secretary, shall be incorporated into this grant agreement. Any modifications to the approved plans, specifications, and schedules shall also be subject to approval by the Secretary and incorporation into the grant agreement.
- Construction Inspection and Approval. It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms with the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
- 13. Operation and Maintenance. It will suitably operate and maintain noise program implementation items that it owns or controls upon which Federal funds have been expended.
- 14. Hazard Prevention. It will protect such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) by preventing the establishment or creation of future airport hazards on property owned or controlled by it or over which it has land use jurisdiction.
- To adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, it will not cause or permit any change in land use, within its jurisdiction that will reduce the compatibility, with respect to the airport, of the noise program implementation measures upon which Federal funds have been expended.

- been expended.

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- Reports and Inspections. It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. It will also make records and documents relating to the project, and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.
- 17. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land purchased under this grant agreement as the Secretary considers necessary or desirable for construction, operation and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.
- assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the sponsor retains ownership or possession of the property.
- Engineering and Design Services. It will award each contract or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under title IX of the Federal Property and Administrative Services act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.
- 20. Foreign Market Restrictions. It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

21. Disposal of Land.

- a. For land purchased under grant before, on, after December 30, 1987 for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States share of acquisition of such land will, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.
- b. Disposition of such land will be subject to the retention or reservation on any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with the operation of the airport.

-23

RESCRIPTION NO. 88-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INGLESCOOD, CALLFORNIA APPROVING ACCEPTANCE OF FINANCIAL ASSISTANCE FROM THE U.S. FEDERAL AVIATION ADMINISTRATION AND EXECUTION OF MICESSARY GRAFT AGREEMENT

WHEREAS, the City of Inglewood has actively participated in the Los Angeles International Airport Noise Control/Land Use Compatibility Study; and

WHEREAS, the Los Angeles International Airport Noise Control/Land Use Compatibility Study provided a forum to study all feasible actions to achieve noise compatibility and to provide a final plan which optimizes these actions; and

WHEREAS, on June 6, 1984 the Board of Airport Commissioners for the City of Los Angeles aproved the Federal Aviation Administration Part 150 Noise Compatibility Program; and

WHEREAS, the approved Noise Compatibility Program recommends recycling of residential property in the Century and La Cienega Redevelopment Projects to airport compatible land uses; and

WHEREAS, the City of Inglewood and City of Los Angeles have previously requested Pederal Aviation Administration approval to initiate acquisition and redevelopment of certain property interest within the Century Redevelopment Project; and

WHEREAS, on August 27, 1985 the City Council authorized submission of an Application to the Federal Aviation Administration Airport Improvement Programs and

WHEREAS, on June 30, 1987 the City Council authorized submission of an Application to the Federal Aviation Administration Airport Improvement Program; and

WHEREAS, the regional office of the Federal Aviation Administration has given approval to this Application and has invited the City of Inglewood to execute a grant agreement; and

WHERMAS, on September 23, 1986, the City Council authorized execution of a grant agreement for Federal Aviation Administration funds in the amount of

CITY CLERK

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, 1988.

CALIFORNIA COL / OF LOS AMGELE	ss.		ć	•
I, HERMANITA V. HARR	NIS, City Clerk of	the City of In	glewood, Califor	rnia, do
nereby certify and a	ittest the forego	ing to be a ful), true and cor	rect copy
of the original Re	solution No. 88-7	l, adopted by th	e City Council	on
Se	pt em ber 20, 1988			
on file in my office	e, and that I have	carefully comp	ared the same w	ith the
original.	IN WITNESS WHEREO the Seal of the C September	f, I have hereusity of Inglewood, 1988	d, this 29th	and affixed day of

(SEAL)

CITY OF INGLEWOOD, CALIFORNIA REQUEST FOR PUBLIC DOCUMENT



95 APR 19 P12: 05 I request to view the following public document(s): X I request to obtain copies of the following public document(s): List the specific public document desired - and/or describe the document: The face ments for the fillming grants. FAA Grant Numbers AIP3-16-0139-NI, AIF 3-16-6130-NS, HIF 3-06-0139-NS, Approximate date of document: May 1991 Address: 57 C W. Cheen St City Try / en end State CA Zip GOSO/ STAFF USE ONLY: Date and time requested document(s) was made available: Remarks: Total No. of Copies: Charge \$ Department Staff

4/93

Dirething with



CITY OF INGLEWOOD CALIFORNIA

ONE MANCHESTER BOULEVARD / P.O. BOX 6500 / INGLEWOOD, CALIF, 90301 FAX (213) 412-5188



The Inglewood Redevelopment Agency (213) 412-5290

January 26, 1993

Ruben C. Cabalbag
Federal Aviation Administration
Western-Pacific Region
P. O. Box 92007, WWPC
Los Angeles, California 90009

Dear Mr. Cabalbag:

The City of Inglewood is in the process of closing out as many of the early grants it has with FAA. Of the eight FAA grants currently in effect, we have determined that only Grant 3-006-0139-N1 can be closed out because all work associated with land assembly and recycling of the site are completed and all expenses can be finally totaled. The City wishes not to close out the remaining grants at this time because the projects are still incurring expenses.

In many cases, last resort payments are still being paid out to tenants relocated from the various sites acquired by the City. According to the Federal Uniform Relocation Act, such payments will continue for up to three and a half years after a tenant has been relocated. Furthermore, since many sites were acquired through court action, a final sales price for the properties have not yet been determined by the courts. Because this process is long and time consuming, it will take several years before a determination by the courts can be made on a final sales price for the various properties.

The City of Inglewood will close out those grants as soon as each project is completed and all expenses completely incurred.

Yours truly,

David Lamdagan

Development Specialist



of Transportation
Federal Aviation
Administration

FILE COPY

July 9, 1992

Mr. Otis W. Ginoza
Development Coordinator
The Inglewood Redevelopment Agency
City of Inglewood
P.O. Box 6500
Inglewood, CA 90301

Dear Mr. Ginoza:

Los Angeles International Airport, CA. City of Inglewood (Non-Airport Sponsor) AIP Project No. 3-06-0139-N5

We have examined the title certifications under the referenced project and our acceptance of certifications are contingent on receipt of additional information. It is our view that the additional information be considered a part of or be attachments to the certifications. Therefore, pursuant to Section 509(b)(2) and 509(d) of the Airport and Airway Improvement Act of 1982, we hereby request the following additional information for parcels for which title certifications were provided:

- 1. Copy of title policy for real properties acquired.
- 2. Copy of grant deed for real properties acquired.

Upon review and subject to a satisfactory determination by FAA of this information there should be compliance with Condition 10 of the Grant Agreement, insofar as land or real property under which title certification was furnished is concerned.

If you have any questions with regard to this request please do not hesitate to give us a call at (310) 297-1701.

Sincerely,

Ruben C. Cabalbag

Airport Program Engineer

John P. Milligan

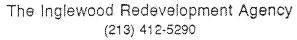
Supervisor, Standards Section

Ruben C Cabalbag



CITY OF INGLESVOOD CALIFORNIA

ONE MANCHESTER BOULEVARD / P.O. BOX 6500 / INGLEWOOD, CALIF, 90301 FAX (213) 412-5188





October 28, 1991

John Milligan
Federal Aviation Administration
Standards Section AWP-621
WWPC - P.O. Box 92007
Los Angeles, CA 90009

Dear Mr. Milligan:

Enclosed are Title Certificates for a number of properties purchased with the N5 and N6 grants. As soon as our Finance Division has determined our reimbursement amount we will be drawing on the letter of credit. Please feel free to call me if you need any additional information.

Sincerely,

Otis W. Ginoza

Development Coordinator

Enclosure

OG:Faa7.ltr

TITLE CERTIFICATE

Project No. AIP 3-06-0139-N6 Contract No. DTFA08-88-C-20479

The undersigned, as authorized by Section 509(d) of the Airport and Airway Improvement Act of 1982, as amended, hereby certifies to the Federal Aviation Administration as Follows:

- 1. The Inglewood Redevelopment Agency has acquired for the use and benefit of the public, for redevelopment by the Inglewood Redevelopment Agency and conversion of land use and occupation to uses compatible with the aviation operations of Los Angeles International Airport fee title to a parcel of land from the specific grantor, whose name, parcel address, and Assessor's parcel number are detailed on Page 1 of Exhibit I of this certificate. The grant deeds have been submitted to the Los Angeles County Recorder's office and copies of the deeds will be forwarded to the Federal Aviation Administration at a later date.
- 2. The location of the parcel which is the subject of the abovementioned deed is a portion of the area shown as Site 10 of a parcel detail map, Exhibit B-1, to the Grant Agreement covering Project No. AIP-3-06-0139-N6 and Condition No. 10 of the agreement.
- 3. The Inglewood Redevelopment Agency now owns and holds the above identified parcels in fee simple free and clear of all easements, liens, and encumbrances except for the following:
 - a) utility easements;
 - b) easements for public street purposes;
 - c) the former owner's retention of oil and mineral rights situated below the depth of 500 feet but without right of surface entry; and
 - d) the usual tract covenants, conditions and restriction all as set forth in the Policy of Title Insurance applicable to each parcel associated with this project application.
- 4. Documents such as title policies or evidence of outstanding encumbrances; i.e., easements, mortgages, mineral rights, liens, etc. are in (sponsors) possession and are available for review by FAA upon 60 days written notice.

CAVEAT: The acceptance of a Certification shall be rescinded when it is determined by the FAA that the Sponsor has not, in fact, complied with the requirements of the Certification. If such determination is made after the Grant Agreement has been accepted, acceptance of the /certification may be rescinded and the Grant may be suspended in accordance with Section 152.64 of the Federal Aviation Regulations.

APPROVED

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Signed Multiplication Name Paul Eckles Title' Executive Director	Spansor's A
Date /6/28/9;	
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SignedFAA Designate	
Date	
\Title9.crt\	

EXHIBIT 1

The following is a detailed list of grantors name, parcel address, and assessor's parcel information.

Name	Address	Parcel Number
Inglewood Redevelopment Agency	908 Covelle Ave	4126-007-016
Inglewood Redevelopment Agency	916 Covelle Ave	4126-007-018
Inglewood Redevelopment Agency	920 Covelle Ave	4126-007-019
Inglewood Redevelopment Agency	932 Covelle Ave	4126-007-022
Inglewood Redevelopment Agency	929 Hillcrest	4126-007-025

TITLE CERTIFICATE

Project No. AIP 3-06-0139-N5 Contract No. DTFA08-88-C-20447

The undersigned, as authorized by Section 509(d) of the Airport and Airway Improvement Act of 1982, as amended, hereby certifies to the Federal Aviation Administration as Follows:

- The Inglewood Redevelopment Agency has filed eminent 1. domain actions against the property owners of the various properties seeking to acquire for the use and benefit of the public and conversion of land use and occupation to uses compatible with aviation operations at Los Angeles International Airport. Eminent domain actions have proceeded to the point that the Agency has been awarded possession of the parcels and demolition of incompatible uses has either occurred or will begin shortly. Additionally, while the legal actions have not resulted in a judgement, the property owners have not challenged the Agency's right to take the parcels and the only remaining issue is the amount of compensation to be paid. Judgements in these actions will be forwarded to the Federal Aviation Administration shortly after award of judgement in the action.
- 2. The location of the parcels described in the complaint for/Eminent Domain is a portion of the area shown as Site 11 of a parcel detail map, Exhibit B-1, to the Grant Agreement covering Project No. AIP-3-06-0139-N5 and Condition No.4 of the agreement.
- 3. The Inglewood Redevelopment Agency has filed proceedings and has deposited estimated probable compensation with the Los Angeles County Superior Court, and upon determination by the Court of actual final compensation, will be awarded title to the parcel in fee simple free and clear of all easements, liens, and encumbrances except for the following:
 - a) utility easements;
 - b) easements for public street purposes;
 - c) the former owner's retention of oil and mineral rights situated below the depth of 500 feet but without right of surface entry; and
 - d) the usual tract covenants, conditions and restrictions all as set forth in the Policy of Title Insurance applicable to each parcel associated with this project application.

4. Copies of pleadings and responses thereto from persons on title in Eminent Domain actions, documents such as title policies or evidence of outstanding encumbrances; i.e., easements, mortgages, mineral rights, liens, etc. are in (sponsors) possession and are available for review by FAA upon 60 days written notice.

CAVEAT: The acceptance of a Certification shall be rescinded when it is determined by the FAA that the Sponsor has not, in fact, complied with the requirements of the Certification. If such determination is made after the Grant Agreement has been accepted, acceptance of the /certification may be rescinded and the Grant may be suspended in accordance with Section 152.64 of the Federal Aviation Regulations.

APPROVED

<i>3</i>	Ling John W
Signed Autolice	Sponsor's Attorney 10/18/91 Date
Date 10/48/91	
SignedFAA Designate	
Date	
\Title8.crt\	

EXHIBIT 1

The following is a detailed list of grantors name, parcel address, and assessor's parcel information.

NAME	ADDRESS	PARCEL NUMBER
Inglewood Redevelopment Agency	8703 La Cienega	4126-09-008
Inglewood Redevelopment Agency	356 Glasgow	4126-09-006
Inglewood Redevelopment Agency	410 Glasgow	4126-010-008

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TITLE CERTIFICATE

Project No. AIP 3-06-0139-N6 Contract No. DTFA08-88-C-20479

The undersigned, as authorized by Section 509(d) of the Airport and Airway Improvement Act of 1982, as amended, hereby certifies to the Federal Aviation Administration as Follows:

- The Inglewood Redevelopment Agency has filed eminent domain actions against the property owners of the various properties seeking to acquire for the use and benefit of the public and conversion of land use and occupation to uses compatible with aviation operations at Los Angeles International Airport. Eminent domain actions have proceeded to the point that the Agency has been awarded possession of the parcels and demolition of incompatible uses has either occurred or will begin shortly. Additionally, while the legal actions have not resulted in a judgement, the property owners have not challenged the Agency's right to take the parcels and the only remaining issue is the amount of compensation to be paid. Judgements in these actions will be forwarded to the Federal Aviation Administration shortly after award of judgement in the action.
- 2. The location of the parcels described in the complaint for Eminent Domain is a portion of the area shown as Site 10 of a parcel detail map, Exhibit B-1, to the Grant Agreement covering Project No. AIP-3-06-0139-N6 and Condition No. 10 of the agreement.
- 3. The Inglewood Redevelopment Agency has filed proceedings and has deposited estimated probable compensation with the Los Angeles County Superior Court, and upon determination by the Court of actual final compensation, will be awarded title to the parcel in fee simple free and clear of all easements, liens, and encumbrances except for the following:
 - a) utility easements;
 - b) easements for public street purposes;
 - c) the former owner's retention of oil and mineral rights situated below the depth of 500 feet but without right of surface entry; and
 - d) the usual tract covenants, conditions and restrictions all as set forth in the Policy of Title Insurance applicable to each parcel associated with this project application.

4. Copies of pleadings and responses thereto from persons on title in Eminent Domain actions, documents such as title policies or evidence of outstanding encumbrances; i.e., easements, mortgages, mineral rights, liens, etc. are in (sponsors) possession and are available for review by FAA upon 60 days written notice.

CAVEAT: The acceptance of a Certification shall be rescinded when it is determined by the FAA that the Sponsor has not, in fact, complied with the requirements of the Certification. If such determination is made after the Grant Agreement has been accepted, acceptance of the /certification may be rescinded and the Grant may be suspended in accordance with Section 152.64 of the Federal Aviation Regulations.

APPROVED

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14 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
signed // My/ Color
Signed / Color Signed Name Paul Eckles
Title Executive Director
<i>}</i>
Date 10/28/91 a
Signed
FAA Designate
Date

\Title7.crt\

EXHIBIT 1

The following is a detailed list of grantors name, parcel address, and assessor's parcel information.

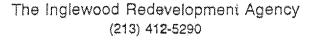
NAME	ADDRESS	PARCEL NUMBER
Inglewood Redevelopment Agency	928 Covelle Ave	4126-007-021
Inglewood Redevelopment Agency	924 Covelle Ave	4126-007-020



CITY OF INGLEWOOD CALIFORNIA

ONE MANCHESTER BOULEVARD / P.O. BOX 6500 / INGLEWOOD, CALIF, 90301

FAX (213) 412-5188





July 2, 1991

John Milligan
Federal Aviation Administration
Standards Section AWP-621
WWPC - P.O. Box 92007
Los Angeles, CA 90009

Dear Mr. Milligan:

Enclosed are Title Certificates for a number of properties purchased with the N5, N6, and N7 grants. As soon as our Finance Division has determined our reimbursement amount we will be drawing on the letter of credit. I will let you know how the new system works. Please feel free to call me if you need any additional information.

Sincerely,

Otis W. Ginoza

Development Coordinator

Enclosure

OG:Faa6.ltr

TITLE CERTIFICATE

Project No. AIP 3-06-0139-N5 Contract No. DTFA08-88-C-20447

The undersigned, as authorized by Section 509(d) of the Airport and Airway Improvement Act of 1982, as amended, hereby certifies to the Federal Aviation Administration as Follows:

- The Inglewood Redevelopment Agency has filed eminent 1. domain actions against the property owners of the various properties seeking to acquire for the use and benefit of the public and conversion of land use and occupation to uses compatible with aviation operations at Los Angeles International Airport. Eminent domain actions have proceeded to the point that the Agency has been awarded possession of the parcels and demolition of incompatible uses has either occurred or will begin Additionally, while the legal actions have not resulted in a judgement, the property owners have not challenged the Agency's right to take the parcels and the only remaining issue is the amount of compensation to be paid. Judgements in these actions will be forwarded to the Federal Aviation Administration shortly after award of judgement in the action.
- 2. The location of the parcels described in the complaint for Eminent Domain is a portion of the area shown as Site 7 of a parcel detail map, Exhibit B-2, to the Grant Agreement covering Project No. AIP-3-06-0139-N5 and Condition No. 4 of the agreement.
- 3. The Inglewood Redevelopment Agency has filed proceedings and has deposited estimated probable compensation with the Los Angeles County Superior Court, and upon determination by the Court of actual final compensation, will be awarded title to the parcel in fee simple free and clear of all easements, liens, and encumbrances except for the following:
 - a) utility easements;
 - b) easements for public street purposes;
 - c) the former owner's retention of oil and mineral rights situated below the depth of 500 feet but without right of surface entry; and
 - d) the usual tract covenants, conditions and restrictions all as set forth in the Policy of Title Insurance applicable to each parcel associated with this project application.

4. Copies of pleadings and responses thereto from persons on title in Eminent Domain actions, documents such as title policies or evidence of outstanding encumbrances; i.e., easements, mortgages, mineral rights, liens, etc. are in (sponsors) possession and are available for review by FAA upon 60 days written notice.

CAVEAT: The acceptance of a Certification shall be rescinded when it is determined by the FAA that the Sponsor has not, in fact, complied with the requirements of the Certification. If such determination is made after the Grant Agreement has been accepted, acceptance of the /certification may be rescinded and the Grant may be suspended in accordance with Section 152.64 of the Federal Aviation Regulations.

APPROVED

Signed
Date 7/1/5/
SignedFAA Designate
Date
\Title6.crt\

EXHIBIT 1

The following is a detailed list of grantors name, parcel address, and assessor's parcel information.

NAME	ADDRESS	PARCEL NUMBER
Inglewood Redevelopment Agency	3703 W. 102nd	4032-03-033

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DETAIL LISTING OF ENCUMBRANCES VS. EXPENSES BY ACCOUNTING DISTRIBUTION FOR BUDGET FISCAL YEAR 1990

PAGE NO: 22

AS_OF 04-30-90_

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ACTIVITY: P305 CENTURY BLVD ACQUISITION II

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FOR BUDGET FISCAL YEAR 1989

AS OF 12-31-69

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AGENCY: 030 COMM DEVELOPMENT & HOUSING

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CITY OF INGLEWOOD



INTER-DEPARTMENTAL COMMUNICATION

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ONE MANCHESTER BOULEVARD / P.O. BOX 6500 / INGLEWOOD, CALIF, 90301 FAX (213) 412-8737



May, 14, 1990

Mr. John Milligan Federal Aviation Administration Standards Section AWP-621 WWPC, P.O. Box 92007 Los Angeles, CA 90009

RE Project No. AIP 3-06-0139-N5

Dear Mr. Milligan:

My January 19, 1990 letter to you (enclosed) contained the Title Certification and Grant Deeds for 3665 W. 102nd Street which is a portion of Site #7. Our Finance Department withdrew \$706,868.73 from the N4 grant as reimbursement for a portion of our costs incurred in acquiring the site. At this time we are requesting an additional \$428,350.02 from the N5 grant to reimburse us for costs associated with 3665 W. 102nd Street in excess of our request from the N4 grant.

Please fell free to call me with any questions.

Sincerely,

Otis W. Ginoza

Acting Development Manager

OWG:va

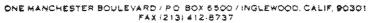
cc Sui Ling Kwan

Enclosure

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DITY OF INGLEVIOUS STOCKLIFORNIA





January 19, 1990

Mr. John Milligan
Federal Aviation Administration
Standards Section AWP-621
WWPC P.O. Box 92007
Los Angeles, CA 90009

RE: Project No. AIP 3-06-0139-N4

Dear Mr. Milligan:

Enclosed are the Title Certification and grant deeds, for site #7. The avigation easement for this parcel has not yet been recorded and will be sent at a later date. Our finance department will be making a request to obtain \$706,868.73 from the letter of credit. On May 16, 1989 we received \$1,293,131.27 from the N# grant for the largest parcel in Site #7. With this request we will conclude the N# grant which was in the amount of \$2,000,000.

Please feel free to call me with any questions.

Sincerely,

Otia W. Ginoza

Development Coordinator

OWG: va

Enclosure

*

Title Certificate Project No. AIP 3-06-0139 N4 Contract No. DTFA 08-87-C-20370

The undersigned, as authorized by Section 16(h) of the Airport and Airway Development Act of 1970, as amended by the Airport and Airway Development Act Amendments of 1976, hereby certifies to the Federal Aviation Administration as follows:

- 1. The Inglewood Redevelopment Agency has acquired for the use and benefit of the public, for redevelopment by the Inglewood Redevelopment Agency and conversion of land use and occupation to uses compatible with the aviation operations of Los Angeles International Airport fee title to a parcel of land from the specific grantor, whose name, parcel address, and Assessor's parcel number are detailed on Page 1 of Exhibit I of this certificate. Also attached as part of Exhibit I is a copy of the recorded deed, including Los Angeles County Recorder's Stamp and Document Number.
- 2. The location of the parcel which is the subject of the above-mentioned deed is a portion of the area shown as Site 7 of a parcel detail map, Exhibit A, page 1, to the Grant Agreement covering Project No. AIP 3-06-0139-N4 and Condition No. 10 of the agreement.
- 3. The Inglewood Redevelopment Agency now owns and holds the above identified parcel in fee simple free and clear of all easements, liens, and encumbrances except for the following:
 - a) utility easements;
 - b) easements for public street purposes;
 - c) the former owner's retention of oil and mineral rights situated below the depth of 500 feet but without right of surface entry; and
 - d) the usual tract covenants, conditions and restriction all as set forth in the Policy of Title Insurance applicable to each parcel associated with this project application.

4. Documents such as title policies or evidence of outstanding encumbrances; i.e., easements, mortgages, mineral rights, liens, etc. are in (sponsors) possession and are available for review by FAA upon 60 days written notice.

CAVEAT: The acceptance of a Certification shall be rescinded when it is determined by the FAA that the Sponsor has not, in fact, complied with the requirement of requirements of the Certification. If such determination is made after the Grant Agreement has been accepted, acceptance of the Certification may be rescinded and the Grant may be suspended in accordance with Section 152.64 of the Federal Aviation Regulations.

A 1101.	Sponspr's Attorney	Historium
Signed / William	``}	
Name Paul Eckles		
Title Executive Director		
Date		
<i>,</i>	1/17/89	
	Date	
Signed		
FAA Designate	•	
Date		

CENTURY DEVELOPMENT PROJETAREA INCIP IL PARCEL DETAIL FOR SITE NO. 7

Assessors Parcel No.

4032-003-028 4032-003-032 4032-003-033

CENTURY

BLVD.

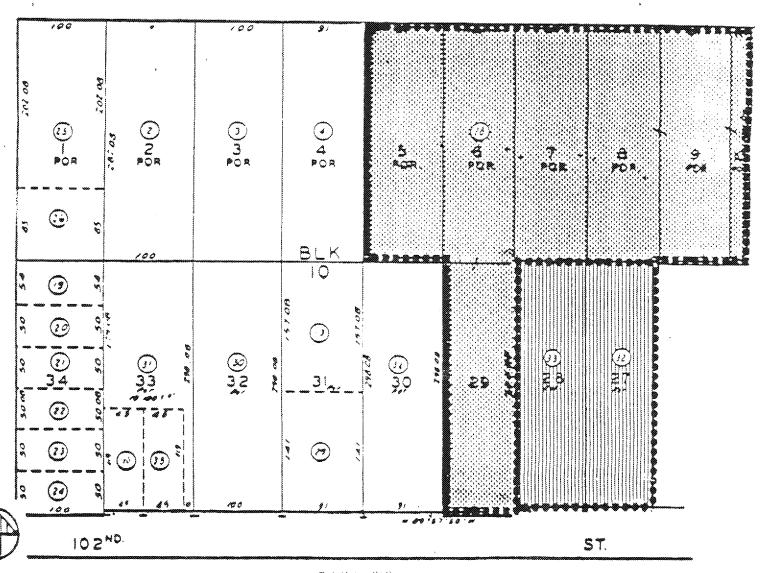


Exhibit "A"
AIP No. 3-06-0139-145
June 30, 1967

PRIORITY #1

PRIORITY #2

Exhibit 1

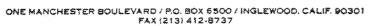
The following is a detailed list of grantors name, parcel address and assessor's parcel information.

Name Address Parcel Number The Inglewood Redevelopment Agency 3665 W. 102nd Street 4032-003-032

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CITY OF INGLEWOOD CALIFORNIA





January 19, 1990

Mr. John Milligan Federal Aviation Administration Standards Section AWP-621 WWPC P.O. Box 92007 Los Angeles, CA 90009

RE: Project No. AIP 3-06-0139-N4

Dear Mr. Milligan:

Enclosed are the Title Certification and grant deeds, for site #7. The avigation easement for this parcel has not yet been recorded and will be sent at a later date. Our finance department will be making a request to obtain \$706,868.73 from the letter of credit. On May 16, 1989 we received \$1,293,131.27 from the N4 grant for the largest parcel in Site #7. With this request we will conclude the N4 grant which was in the amount of \$2,000,000.

Please feel free to call me with any questions.

Sincerely,

Otjæ W. Ginoza

Dévelopment Coordinator

OWG: va

Enclosure

Title Certificate Project No. AIP 3-06-0139 N4 Contract No. DTFA 08-87-C-20370

The undersigned, as authorized by Section 16(h) of the Airport and Airway Development Act of 1970, as amended by the Airport and Airway Development Act Amendments of 1976, hereby certifies to the Federal Aviation Administration as follows:

- 1. The Inglewood Redevelopment Agency has acquired for the use and benefit of the public, for redevelopment by the Inglewood Redevelopment Agency and conversion of land use and occupation to uses compatible with the aviation operations of Los Angeles International Airport fee title to a parcel of land from the specific grantor, whose name, parcel address, and Assessor's parcel number are detailed on Page 1 of Exhibit I of this certificate. Also attached as part of Exhibit I is a copy of the recorded deed, including Los Angeles County Recorder's Stamp and Document Number.
- 2. The location of the parcel which is the subject of the above-mentioned deed is a portion of the area shown as Site 7 of a parcel detail map, Exhibit A, page 1, to the Grant Agreement covering Project No. AIP 3-06-0139-N4 and Condition No. 10 of the agreement.
- 3. The Inglewood Redevelopment Agency now owns and holds the above identified parcel in fee simple free and clear of all easements, liens, and encumbrances except for the following:
 - a) utility easements;
 - b) easements for public street purposes;
 - c) the former owner's retention of oil and mineral rights situated below the depth of 500 feet but without right of surface entry; and
 - d) the usual tract covenants, conditions and restriction all as set forth in the Policy of Title Insurance applicable to each parcel associated with this project application.

4. Documents such as title policies or evidence of outstanding encumbrances; i.e., easements, mortgages, mineral rights, liens, etc. are in (sponsors) possession and are available for review by FAA upon 60 days written notice.

CAVEAT: The acceptance of a Certification shall be rescinded when it is determined by the FAA that the Sponsor has not, in fact, complied with the requirement of requirements of the Certification. If such determination is made after the Grant Agreement has been accepted, acceptance of the Certification may be rescinded and the Grant may be suspended in accordance with Section 152.64 of the Federal Aviation Regulations.

	Sympon Willite
Signed faul Elle	Sponspr's Attorney
Name Paul Eckles	
Title Executive Director	
Date	ı
•	1/17/89
	Date
Signed	
FAA Designate	•
Date	

INCIP II PARCEL DETAIL FOR SITE NO. 7

Assessors Parcel No.

4032-003-028 4032-003-032 4032-003-033

CENTURY

BLVD.

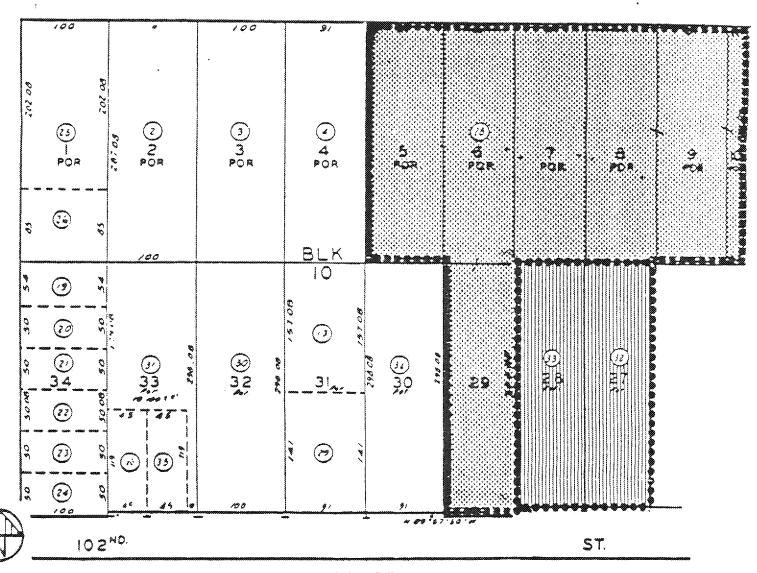


Exhibit "A" AIP No. 3-06-0139-N4 June 30, 1987



PRIORITY #1



PRIORITY #2

Exhibit 1

The following is a detailed list of grantors name, parcel address and assessor's parcel information.

Name
The Inglewood Redevelopment Agency

Address
W. 102nd Street

4032-003-032

3

*U.S. GOVERNMENT PRINTING: 1988-217-740

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FOR PAPERWORK REDUCTION ACT NOTICE, SEE RECIPIENT'S INSTRUCTIONS	OMB NO. 1510-0055 EXPIRATION DATE 4-30
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(Formerly TFS Form 5805) NSN 7540-01-240-2132 5805-102 STANDARD FORM 5805 (Rev. 3-88) Prescribed by Dept. of the Tressury I TFM 6-2500

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FOR BUDGET FISCAL YEAR 1989

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DETAIL LISTING OF ENCUMBRANCES VS. EXPENSES BY ACCOUNTING DISTRIBUTION

FOR BUDGET FISCAL YEAR 1990

AS OF U5-31-90

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AGENCY: 030 COMM DEVELOPMENT & HOUSING

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ACTIVITY: P305 CENTURY BLVD ACQUISITION II

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ORGANIZATION: 3042 DEVELOPMENT-CENTURY PROJECT

ORG MGR: I. SELIGER

AGENCY: D3D COMM DEVELOPMENT & HOUSING

ACTIVITY: DOLL REDEVELOPMENT

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per phone call 4/20/4.
Received April 19



CITY OF INGLEWOOD CALIFORNIA

ONE MANCHESTER BOULEVARD / P.O. BOX 6500 / INGLEWOOD, CALIF. 90301 FAX (213) 412-8737



May 23,1990

Ms Tina Scott Federal Aviation Administration Attn. AWP-44 A.1, P.O. Box 92007 Worldway Postal Center Los Angeles, CA 90009

Ref: To transfer \$10,000 drawdown from AIP-3-06-0139-N3, contract no. DTFA08-87-C-20341 to AIP-3-06-0139-N5, contract no. DTFA08-88-C-20447

Dear Ms Scott:

We had a letter of credit drawdown in the amount of \$594,255.28 from AIP-3-06-0139-N3, contract no. DTFA 08-87-C-20341 on April 19, 1990. However, the balance in the abovementioned contract was only \$584,255.28. Therefore we had overdrawn the contract by \$10,000 in error. With this letter, we request to transfer the \$10,000 to AIP-3-06-0139-N5, contract no. DTFA08-88-C-20447 as mentioned in our earlier phone conversation of today. I apologize for any inconvenience this may have caused you. Thank you for your consideration in this matter.

Sincerely,

Siu Ling Kwan

Senior Accountant



ONE MANCHESTER BOULEVARD / P.O. BOX 6500 / INGLEWOOD, CALIF, 90301 FAX (213) 412-8737



May, 14, 1990

Mr. John Milligan
Federal Aviation Administration
Standards Section AWP-621
WWPC, P.O. Box 92007
Los Angeles, CA 90009

RE Project No. AIP 3-06-0139-N5

Dear Mr. Milligan:

My January 19, 1990 letter to you (enclosed) contained the Title Certification and Grant Deeds for 3665 W. 102nd Street which is a portion of Site #7. Our Finance Department withdrew \$706,868.73 from the N4 grant as reimbursement for a portion of our costs incurred in acquiring the site. At this time we are requesting an additional \$428,350.02 from the N5 grant to reimburse us for costs associated with 3665 W. 102nd Street in excess of our request from the N4 grant.

Please fell free to call me with any questions.

Sincerely,

Otis W. Ginoza

Acting Development Manager

OWG:va

ec Sui Ling Kwan

Enclosure



Western-Pacific Region

Federal Aviation Administration

Juli 18 1990

RECEIVED JUL 1 9 1988

Mr. Lewis V. Pond Deputy City Manager City of Inglewood P.O. Box 6500 Inglewood. CA 90301

Dear Mr. Pond:

Worldway Restal-Center
Los Angeles, CA 90009

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Lip: NAMS
Lip: Visital
Lip: Vi

P.O. Box 92007

City of Inglewood, California AIP Project No. 3-06-0139-N5 Tentative Allocation

In response to the request by the City of Inglewood Redevelopment Agency, it is a pleasure to advise you that the Federal Aviation Administration (FAA) has allocated \$4,000,000.00 under the Fiscal Year 1988 Airport Improvement Program (AIP) for further reconversion of noise impacted incompatible land uses. This project, designated AIP No. 3-06-0139-N5 is programmed only for the following specific development:

Acquire land for noise compatibility within site 7 and site 11 (approx. 12 parcels - 4.6 acres) to provide for relocation, removal of improvements and resale.

This allocation of federal funds is the first step leading to the issuance of a Grant Offer. The issuance of a Grant Offer is contingent upon the fact that all applicable federal requirements have been met.

A representative of our office will contact your airport representative in a few days to arrange a meeting for the purpose of assuring a clear understanding of all requirements, to establish a realistic work schedule for the project, and to fix a firm date for the acceptance of the Grant Offer.

Failure of the sponsor to conform to the schedule and Grant Offer date, as established, may result in the withdrawal of this allocation.

Sincerely,

Røfjert C. Bloom

Sudervisor, Standards Section

TO:

The Mayor and City Council

FROM:

The Staff

SUBJECT: Approval of \$4,000,000.00 Grant Agreement with the U.S.

Federal Aviation Administration

This staff report requests that the City Council approve the attached Grant Agreement with the U.S. Federal Aviation Administration (FAA) to participate in the Airport Improvement Program (AIP).

Background

Over the last several years, the City of Inglewood has participated in the Los Angeles International (LAX) Airport Noise Control/Land Use Compatibility (ANCLUC) Study. This study provided a forum for representatives of the City of Los Angeles Department of Airports and surrounding communities to study all feasible actions to achieve noise compatibility and to propose a final plan which optimizes these actions.

On June 6, 1984, the Board of Airport Commissioners for the Department of Airports approved the FAA Part 150 Noise Compatibility Program for LAX. The approved Noise Compatibility Program balances a number of air operations and land use actions and requires all of the local municipalities to take an active role in carrying out the portions of the Program which are within their Approval of the Program now makes it possible for jurisdictions to apply for funds from the FAA to accomplish the Program's activities.

Prior to FY 1987, the City obtained \$1.6 million in AIP funding. February 24, 1987 the City approved a grant agreement for \$2 million in FY funding, and the City approved a second grant agreement \$2,000,000.00, on September 15, 1987 which was also earmarked for FY 1987 funding.

The FAA on September 14, 1988 sent an approved grant offer to the City authorizing an additional \$4,000,000.00 allocation in FY 1988 funds to acquire land for noise compatibility within the Century and La Cienega Redevelopment Project Areas. A portion of the money is to be used for the acquisition of two parcels on 102nd Street (Century Project Area). The parcels, when acquired, are to be added to the City owned site at 3700 Century Boulevard (formally Sharma property) for future development. The remainder of the money will be used in the La Cienega Project Area for the acquisition of land leading to the development of a research and development park.

Discussion

Redevelopment of residential property in the Century and La Cienega Redevelopment Projects to airport compatible land uses was identified as the City of Inglewood's main responsibility in the Noise Compatibility Program for LAX.

The purpose of the Grant is to recycle incompatible land uses within the Century Redevelopment Project Area to non-noise sensitive uses.

To implement this land recycling program, the previously approved Inglewood Noise Compatibility Improvement Project (INCIP) is being proposed for continuation in this Grant Agreement. A financial partnership between the City and FAA is the cornerstone of the INCIP. The City and the Inglewood Redevelopment Agency would utilize their administrative and legal powers granted under the California Community Redevelopment Law to remove nonconforming land uses within the Century and La Cienega Redevelopment Project Areas. This Grant Offer, which the FAA is requesting the City to

The Mayor and City Council September 20, 1988 Page Three

sign before September 30, 1988, will help to enable the City to fulfill its short range obligation under the LAX Noise Control/Mitigation Program.

Recommendation

It is recommended that the City Council approve the attached Grant Agreement with the U.S. Federal Aviation Administration.

Prepared by:

I.B. Seliger Otis Ginoza Alan A. Wolken

Attachments:

Grant Offer Resolution of Transportation

Federal Aviation Administration Western-Pacific Region

P.O. Box 92007 Worldway Postal Center Los Angeles, CA 90009

SEP 14 1988

Mr. Lewis V. Pond
Deputy City Manager
City of Inglewood
P.O. Box 6500
Inglewood, California 90301

Dear Mr. Pond:

City of Inglewood, CA AIP 3-06-0139-N5 Grant Offer

The Fiscal Year 1988 Airport Improvement Program Project No. 3-06-0139-N5, Contract DTFA08-88-C-20447, has been approved. Enclosed are the original and four copies of a Grant Offer, under which the United States commits itself to participate in the allowable cost of the project not to exceed \$4,000,000.00.

Your acceptance of the Grant Offer will obligate the Sponsor, to accomplish the described development. An official of the Sponsor shall accept the offer on or before the date specified in Paragraph 6, Page 2 of the Grant Offer by signing the enclosed instruments in the space provided.

The date of the execution of the Grant Offer should be the same as, or later than, the date of the resolution. The certificate of Sponsor's attorney shall be the same as, or later than, the date of execution. When the documents are fully executed, certified, attested, and appropriate seals impressed, please return the original and three copies of the Grant Agreement to this office.

Please note that the revised Federal Aviation Regulation (FAR) Part 152, effective May 22, 1980, required that the acceptance of an Offer must be in writing and that the Sponosr's attorney must certify that the acceptance complies with all applicable law, and constitutes a legal and binding obligation of the Sponsor. On the basis of this revision, copies of any resolutions or ordinance authorizing acceptance need not be provided this office.

Also enclosed is a revised copy of the assurances contained in Part V of the Project Application FAA Form 5100-100. These new assurances replace the ones you previously submitted.

Sincerely,

Robert C. Bloom

Supervisor, Standards Section

Enclosures

DEPARTMENT OF TRANSPORTATION

FELERAL AVIATION ALMINISTRATION

GRANT AGREEMENT

Part I - Offer

Date of Offer SEP 14 1988

Los Angeles International Airport

Project No. AIP 3-06-0139-N5

Contract No. DIFA08-88-C-20447

TO: City of Inglewood, California (herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 30, 1987, for a grant of Federal funds for a project at or associated with the Los Angeles International Airport which Project Application, as approved by the FAA, is hereby incorporated herein and made part hereof; and

WHEREAS, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

Acquire land for noise compatibility within Site 7 and Site 11 (approx. 12 parcels - 4.6 acres) to provide for relocation, removal of improvements, and resale.

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, herein called the "Act," and/or the Aviation Safety and Noise Abatement Act of 1979, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 80.00 percentum of said allowable costs for noise impacted land.

The Offer is made on and subject to the following terms and conditions:

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$4,000,000.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 512(b) of the Act, the following amounts are being specified for this purpose:

\$-0- for planning \$4,000,000.00 for airport development or noise program implementation.

- 2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
- 3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
- 5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

- 6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before September 30, 1988, or such subsequent date as may be prescribed in writing by the FAA.
- 7. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
- 8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 9. The Sponsor shall comply with the Part V Assurances, which are attached hereto and made a part hereof, in lieu of the Part V Assurances which accompanied the Project Application dated June 30, 1987.
- 10. It is hereby understood and agreed by and between the parties hereto that the Sponsor will acquire a fee title or such lesser property interest as may be found satisfactory to the FAA to Parcels as described in the Project Application and as shown on the property maps attached hereto and identified as Exhibit "B-1" and Exhibit "B-2", and that the United States will not make nor be obligated to make any payments involving the aforesaid parcels as shown on the property maps attached hereto until the Sponsor has submitted evidence that it has acquired a fee title or such lesser property interest as may be found satisfactory to the FAA in and to said parcels (or any portion thereof for which grant payment is sought) subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk of interference with the use and operation of the airport.
- 11. It is agreed that land in this project purchased for noise compatibility purposes may be subject to disposal at the earliest practicable time. After Grant Agreement, the FAA may designate such land which must be sold by the Sponsor. the Sponsor will use its best efforts to dispose of such land subject to retention or reservation of any interest or right therein necessary to insure that such land is used only for purposes which are compatible with the noise levels of operation of the airport. The proceeds of such disposition either shall be refunded to the United States for the Airport and Airway Trust Fund on a Basis proportionate to the United States share of the cost of acquisition of such land, or shall be

- reinvested in an approved project, pursuant to such instructions as the FAA shall issue.
- 12. It is understood and agreed by and between the parties hereto that the Assurances entitled, "Relocation and Real Property Acquisition Assurances Implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" dated July 16, 1987, attached to the Pre-application for Federal Assistance dated June 30, 1987, are incorporated herein and made a part hereof.
- 13. It agrees that all program income produced from real property purchased in part with Federal funds in this grant received during the grant period shall be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. Airport fiscal and accounting records shall clearly identify actual sources and uses of these funds.
- 14. It is understood and agreed by and between the parties hereto that the Sponsor shall grant an avigation easement on land within Site 7 and Site 11 as shown on the property maps, Exhibit "B-1" and Exhibit "B-2", to the city of Los Angeles, Department of Airports, California, prior to any disposal or resale of said land.
- 15. The FAA shall make payment to the Sponsor by a Letter of Credit between the Treasury, through a Federal Reserve Bank, and the Sponsor's Commercial Bank. The Sponsor agrees to request cash drawdowns on the authorized Letter of Credit only when needed for its disbursements to carry our the purposes of this program. The Sponsor further agrees to timely reporting of such drawdown and disbursements as required. It is understood that failure to adhere to this provision may cause the Letter of Credit to be revoked by the FAA. In the event of revocation, payment will be made on a reimbursement basis by Treasury check for costs incurred.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Robert C. Bloom

Supervisor, Standards Section

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed	this	day of September, 1988.
		City of Inglewood, California (Name of Sponsor)
(SEAL)	E	(Sponsor's Official Representative)
Attest: _	Titl	e
Title:		
	CERTIFICATE OF SI	ONSOR'S ATTORNEY

, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at

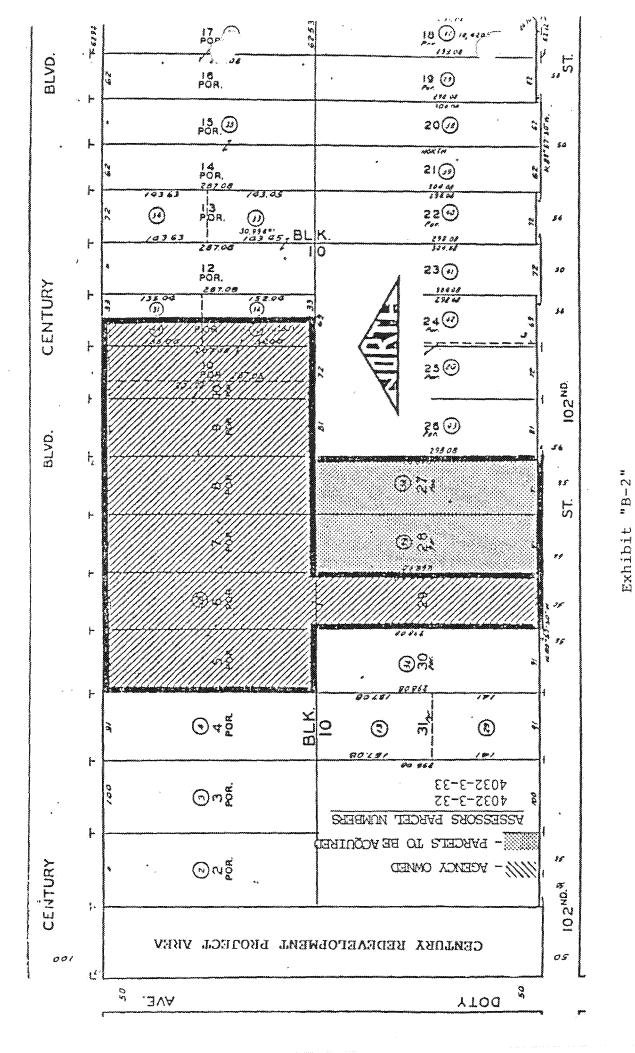
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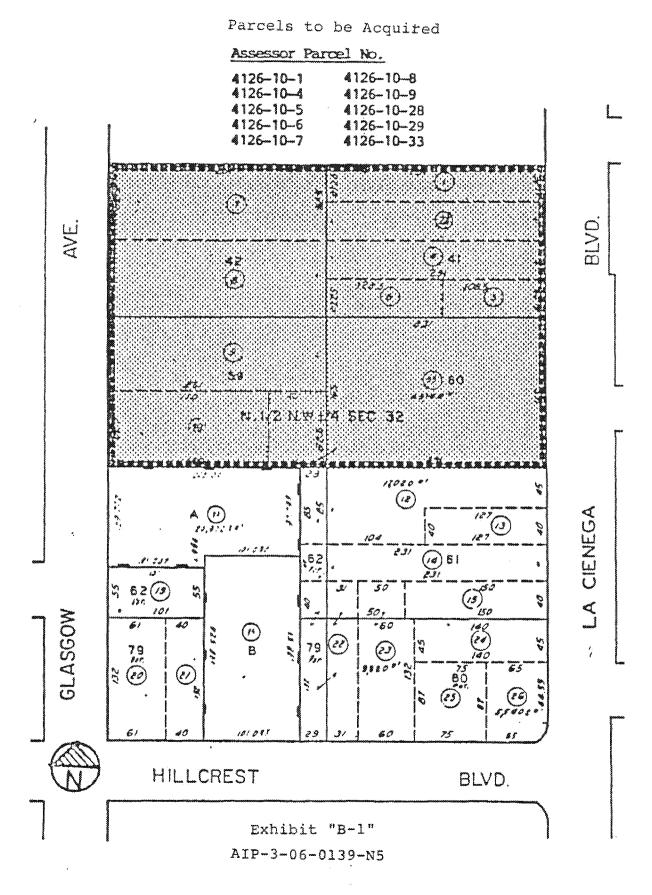
, 1988

Signature of Sponsor's Attorney



AIP 3-06-0139-N5

LA CIENEGA REDEVELOPMENT PROJECT AREA



PART V - ASSURANCES Noise Program Implementation Projects Undertaken By Non Airport Sponsors

A. General.

- 1. These assurances shall be complied with in the performance of grant agreements for noise program implementation projects undertaken by sponsors that are not proprietors of the airport which is the subject of the noise compatibility program.
- 2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of the Airport and Airway Improvement Act of 1982 as amended and the Aviation Safety and Noise Abatement Act of 1979. Sponsors are units of local government in the areas around the airport which is the subject of the noise compatibility program.
- 3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.
- Duration. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect throughout useful life of the facilities developed or equipment acquired or throughout the useful life of the items installed within a facility under this project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no time limit on the duration of the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be as specified in the assurance.
- C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:
 - General Federal Requirements. It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Federal Aviation Act of 1958 49 U.S.C. 1301, et seq.
- b. Davis-Bacon Act 40 U.S.C. 276(a), et seq.
- c. Federal Fair Labor Standards &ct 29 U.S.C. 201, et seq.
- d. Hatch Act 5 U.S.C. 1501, et seq.
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 42 U.S.C. 4601, et seq.
- National Historic Preservation Act of 1966 Section 106 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 16 U.S.C. 469 through 4690
- h. Flood Disaster Protection Act of 1973 Section 102(a) 42 U.S.C. 4012a

- i. Rehabilitation act of 1973 29 U.S.C. 794.
- j. Civil Rights Act of 1964 Title VI 42 U.S.C. 2000d through d-4.
- k. Aviation Safety and Noise Abatement Act of 1979, 49 U.S.C. 2101, et seq.
- 1. Age Discrimination Act of 1975 42 U.S.C. 6101, et seq.
- m. Architectural Barriers Act of 1968 42 U.S.C. 4151, et seq.
- n. Airport and Airway Improvement Act of 1982, as amended 49 U.S.C. 2201, et seq.
- o. Powerplant and Industrial Fuel Use act of 1978 Section 403 42 U.S.C. 8373.
- p. Contract Work Hours and Safety Standards Act 40 U.S.C. 327, et seq.
- q. Copeland Antikickback Act 18 U.S.C. 874,
- r. National Environmental Policy Act of 1969 42 U.S.C. 4321, et seq.
- s. Endangered Species Act of 1973 16 U.S.C. 668(a), et seq.
- t. Single Audit Act of 1984 31 U.S.C. 7501, et seq.

Executive Orders

Executive Order 12372 - Intergovernmental Review of Federal Programs

Executive Order 11246 - Equal Employment Opportunity

Federal Regulations

- a. 49 CFR Part 21 Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964.
- b. 49 CFR Part 23 Participation by Minority Business Enterprise in Department of Transportation Programs.
- c. 49 CFR Part 24 Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs.
- d. 49 CFR Part 27 Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance.
- e. 49 CFR Part 29 Debarments. Suspensions and Voluntary Exclusions.
- f. 29 CFR Part 1 Procedures for Predetermination of Wage Rates.
- g. 29 CFR Part 3 Contractors or Subcontractors on Public Buildings or Public Works Financed in Whole or Part by Loans or Grants from U.S.
- b. 29 CFR Part 5 Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction.

- 1. 41 CFR Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted Contracting Requirements).
- j. 14 CFR Part 150 Airport Noise Compatibility Planning.

Office of Management and Budget Circulars

- a. A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-102 Uniform Requirements for Assistance to State and Local Governments.
- c. A-128 Audits of State and Local Governments.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

2. Responsibility and Authority of the Sponsor. It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to prowide such additional information as may be required.

3. Sponsor Fund Availability.

- a. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.
- b. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.
- 4. Good Title. For projects to be carried out on the property of the sponsors, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not enter into any transaction, or change thereto, or take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under the Airport and Airway Improvement Act of 1982 to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee, all of the terms, conditions and assurances contained in this grant agreement.
- c. For all noise program implementation projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise program implementation project. That agreement and changes thereto must be approved in advance by the Secretary.
- d. For noise program implementation projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary.

- 6. Consistency with Local Plans. The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. For noise program implementation projects to be carried out on property which is not owned by the sponsor and which is under the land use control or authority of a public agency other than the sponsor, the sponsor shall obtain from each agency a written declaration that such agency supports the project and the project is reasonably consistent with the agency's plans regarding the property.
- 7. Consideration of Local Interest. It has given fair consideration to the interest of communities in or near which the project may be located.
- 8. Accounting System, Audit, and Recordkeeping Requirements.
 - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount and nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective sudit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than 6 months following the close of the fiscal year for which the audit was made.
- 9. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

- Veterans Preference. It shall include, in all contracts for work on any projects funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
- Conformity to Plans and Specifications. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval by the Secretary, shall be incorporated into this grant agreement. Any modifications to the approved plans, specifications, and schedules shall also be subject to approval by the Secretary and incorporation into the grant agreement.
- Construction Inspection and Approval. It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms with the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
- 13. Operation and Maintenance. It will suitably operate and maintain noise program implementation items that it owns or controls upon which Federal funds have been expended.
- Hazard Prevention. It will protect such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) by preventing the establishment or creation of future airport hazards on property owned or controlled by it or over which it has land use jurisdiction.
- To adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, it will not cause or permit any change in land use, within its jurisdiction that will reduce the compatibility, with respect to the airport, of the noise program implementation measures upon which Federal funds have been expended.

- Reports and Inspections. It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. It will also make records and documents relating to the project, and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.
- 17. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land purchased under this grant agreement as the Secretary considers necessary or desirable for construction, operation and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.
- assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the sponsor retains ownership or possession of the property.
- 19. Engineering and Design Services. It will award each contract or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.
- 20. Foreign Market Restrictions. It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

21. Disposal of Land.

- a. For land purchased under grant before, on, after December 30, 1987 for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States share of acquisition of such land will, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.
- b. Disposition of such land will be subject to the retention or reservation on any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with the operation of the airport.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INGLEMOOD, CALIFORNIA APPROVING ACCEPTANCE OF FINANCIAL ASSISTANCE FROM THE U.S. PEDERAL AVIATION ADMINISTRATION AND EXECUTION OF RECESSARY GRANT AGRESMENT

WHEREAS, the City of Inglewood has actively participated in the Los Angeles International Airport Noise Control/Land Use Compatibility Study; and

WHEREAS, the Los Angeles International Airport Noise Control/Land Use Compatibility Study provided a forum to study all feasible actions to achieve noise compatibility and to provide a final plan which optimizes these actions; and

WHEREAS, on June 6, 1984 the Board of Airport Commissioners for the City of Los Angeles aproved the Federal Aviation Administration Part 150 Noise Compatibility Program; and

WHEREAS, the approved Noise Compatibility Program recommends recycling of residential property in the Century and La Cienega Redevelopment Projects to airport compatible land uses; and

WHEREAS, the City of Inglewood and City of Los Angeles have previously requested Federal Aviation Administration approval to initiate acquisition and redevelopment of certain property interest within the Century Redevelopment Project; and

WHEREAS, on August 27, 1985 the City Council authorized submission of an Application to the Federal Aviation Administration Airport Improvement Program; and

WHEREAS, on June 30, 1987 the City Council authorized submission of an Application to the Federal Aviation Administration Airport Improvement Program; and

WHEREAS, the regional office of the Federal Aviation Administration has given approval to this Application and has invited the City of Inglewood to execute a grant agreement; and

WHEREAS, on September 23, 1986, the City Council authorized execution of a grant agreement for Federal Aviation Administration funds in the amount of

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RESOLUTION NO. 88-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INGLEWOOD, CALIFORNIA APPROVING ACCEPTANCE OF FINANCIAL ASSISTANCE FROM THE U.S. FEDERAL AVIATION ADMINISTRATION AND EXECUTION OF NECESSARY GRANT AGREEMENT

WHEREAS, the City of Inglewood has actively participated in the Los Angeles International Airport Noise Control/Land Use Compatibility Study; and

WHEREAS, the Los Angeles International Airport Noise Control/Land Use Compatibility Study provided a forum to study all feasible actions to achieve noise compatibility and to provide a final plan which optimizes these actions; and

WHEREAS, on June 6, 1984 the Board of Airport Commissioners for the City of Los Angeles aproved the Federal Aviation Administration Part 150 Noise Compatibility Program; and

WHEREAS, the approved Noise Compatibility Program recommends recycling of residential property in the Century and La Cienega Redevelopment Projects to airport compatible land uses; and

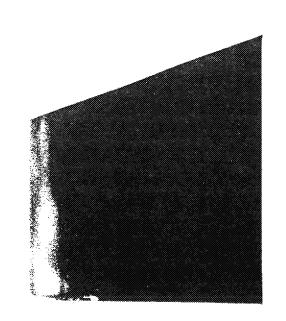
WHEREAS, the City of Inglewood and City of Los Angeles have previously requested Federal Aviation Administration approval to initiate acquisition and redevelopment of certain property interest within the Century Redevelopment Project; and

WHEREAS, on August 27, 1985 the City Council authorized submission of an Application to the Federal Aviation Administration Airport Improvement Program; and

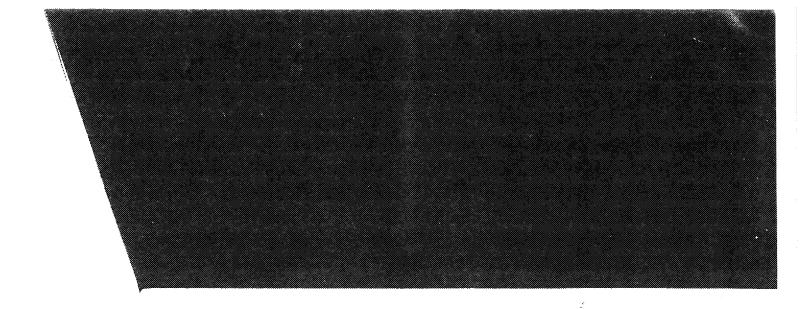
WHEREAS, on June 30, 1987 the City Council authorized submission of an Application to the Federal Aviation Administration Airport Improvement Program; and

WHEREAS, the regional office of the Federal Aviation Administration has given approval to this Application and has invited the City of Inglewood to execute a grant agreement; and

WHEREAS, on September 23, 1986, the City Council authorized execution of a grant agreement for Federal Aviation Administration funds in the amount of



(SEAL)



CERTIFICATION

ATE OF CALIFORN	
I, HERMANITA V. I	HARRIS, City Clerk of the City of Inglewood, California, do
hereby certify a	nd attest the foregoing to be a full, true and correct copy
of the original	Resolution No. 88-71, adopted by the City Council on
	September 20, 1988
on file in my off	fice, and that I have carefully compared the same with the
	IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Inglewood, this 29th day of September, 1988.

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