



Mayor and City Council

FROM:

The Staff

SUBJECT:

Approval of Grant Agreement with the U.S. Federal Aviation

Administration

This staff report request that the City Council approve the execution of the 1994

Federal Aviation Administration (FAA) Grant Agreement, when it is available, and
authorize the City Manager to execute the agreement as the City's designated official
representative.

### Background

Since 1986, the City of Inglewood has received nine grants totaling \$26,616,000 from the FAA. The funds are used to acquire parcels of land heavily impacted by aircraft noise which are then recycled to noise compatible commercial and industrial land uses.

## Discussion

The 1993-94 Grant will be used to recycle incompatible land uses within the Inglewood Noise Compatibility Project III (INCIP) area to uses which are not noise sensitive. This Grant Offer for \$2,790,225 will help the City to fulfill its obligation under the LAX Noise Control/Mitigation Program.

FAA Grant Agreements must be executed by the City each year before September 30 and are usually sent to Inglewood before the end of August. However due to budgetary lobbying efforts at the federal level in Washington D.C., FAA could not issue Inglewood's Grant Agreement until this month. In order to execute the grant, the 1994 Grant Agreement must be prepared by FAA, approved by the City

Mayor and City Council June 21, 1994 Page 2

Council, signed and returned to FAA on or before June 30, 1994. It is unlikely that the grant documents will be received in time to submit it to the City Council for approval before the deadline; and therefore FAA has requested that the City pre-approve the execution of the agreement although it has not been received. This is not an unusual request, in fact, this was requested for the 1993 Grant Offer for \$3,000,000.

The 1994 FAA Grant Agreement will be nearly identical to the attached 1993 FAA Grant Agreement which was executed by the City Manager on June 15, 1993. FAA has given a verbal commitment for a 1994 grant in the amount of \$2,790,225. Recommendation

It is recommended the that the City Council approve the execution of the 1994 Federal Aviation Administration (FAA) Grant Agreement, when it is available, and authorize the City Manager to execute the agreement as the City's designated official representative.

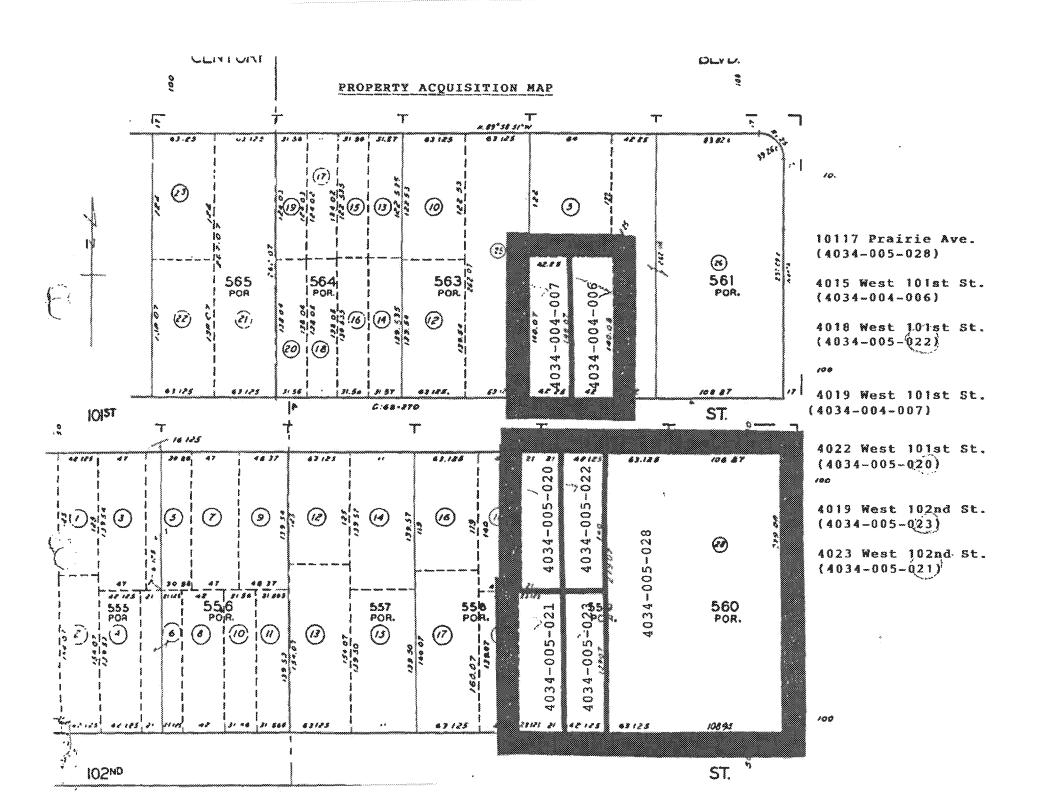
Prepared by:

Tony DeBellis, Deputy City Manager for Community Development and Housing Jesse Lewis, Noise Abatement Director Otis Ginoza, Noise Abatement Coordinator David Lamdagan, Noise Abatement Specialist

Attachments:

Map Grant Agreement Resolution

[12\94faagt]



DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION WASHINGTON, D.C. 20590

GRANT AGREEMENT

FILE COPY

Part I - Offer

Date of Offer JN 27 1994

Los Angeles International Airport/Planning Area

Project No. 3-06-0139-NG

Contract No. DTFA08-94-C-20860

TO:

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

FROM:

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

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

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

Acquire land for noise compatibility within Site No. 15 and 16 (approx 7 parcels) to provide for relocation, removal of improvements, and resale.

all as more particularly described in the Project Application.

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 \$2,790,225.00. For the purpose 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 \$2,790,225.00 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 the 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 June 30, 1994 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 funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgement, 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. It is agreed 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 the project for determining the net costs on which the maximum United States' obligation will be based. Sponsor fiscal and accounting records shall clearly identify actual sources and uses of these funds.
- 10. It is 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 map attached hereto and identified as Exhibit "B-1" and that the United States will not make nor be obligated to make any payments involving the aforesaid parcels as shown on the property map attached hereto until the Sponsor has submitted evidence that it has acquired a fee title or such lesser property interests 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 proceed of such disposition either shall be refunded to the United States for the Airport and Airway Trust Fund on a Basis proportioned to the United States share of the cost of acquisition of such land, or shall be reinvested in an approved project, pursuant to such instruction as the FAA will issue.
- 12. It is understood and agreed by and between the parties hereto that the Sponsor shall grant an avigation easement on land within Site 15 and 16 as shown on the property map. Exhibit "B-1", to the City of Los Angeles, Department of Airports, California, prior to any disposal or resale of said land.
- 13. 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 out 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.
- 14. The attached new Part V Assurances, incorporated hereto with the Grant Offer are hereby substituted in lieu of those in the Sponsor's Project Application (INCIP III) and made a part hereof.

The Sponsor's acceptance or this Offer and ratification and loption 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 WESTERN-PACIFIC REGION

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.

Execute	d th	is	28	day of	June	<b>9</b>	1994.		
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(SEAL)		j Ĵ	7. 4	1 11	By:	•	Designat presental	ed Official	
Attest:	Z	<u>Demi</u>	~ <u> </u>	Aprico.	Title	: Paul D.	Eckles,	City: Manager	
Title:	Herma	anita V	. Harris	, City Clerk					
			<u>c</u>	ERTIFICATE O	F SPONSOR	'S ATTORNE	Y		

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 relating thereto. and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and the execution thereof is in all respects due and proper and 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.

, acting as Attorney for the Sponsor do hereby certify:

Dated at <u>Inglewood, Calif.</u> this <u>28</u> day of Signature of Sponsor's Attorney The Sponsor's acceptance of this Offer and ratification and doption 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 WESTERN-PACIFIC REGION

Bv:

John P. Milligan, Supervisor Standards Section

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Executed	this	28	day of	June		1994.		
				By:		nglewood. ng/bf/Sg6	California	
(SEAL)	J.	,	x: 5		Sponsor's	Designat	ed Official	
	11	1 al	11		Re	presentat	ive	
Attest:	:Doman	to 1	Darros.	Title	: Paul D.	Eckles,	City: Manager	
Title: H	ermanita V.	Harris,	City Clerk					
		CEF	TIFICATE O	F SPONSOR	C'S ATTORNE	X		

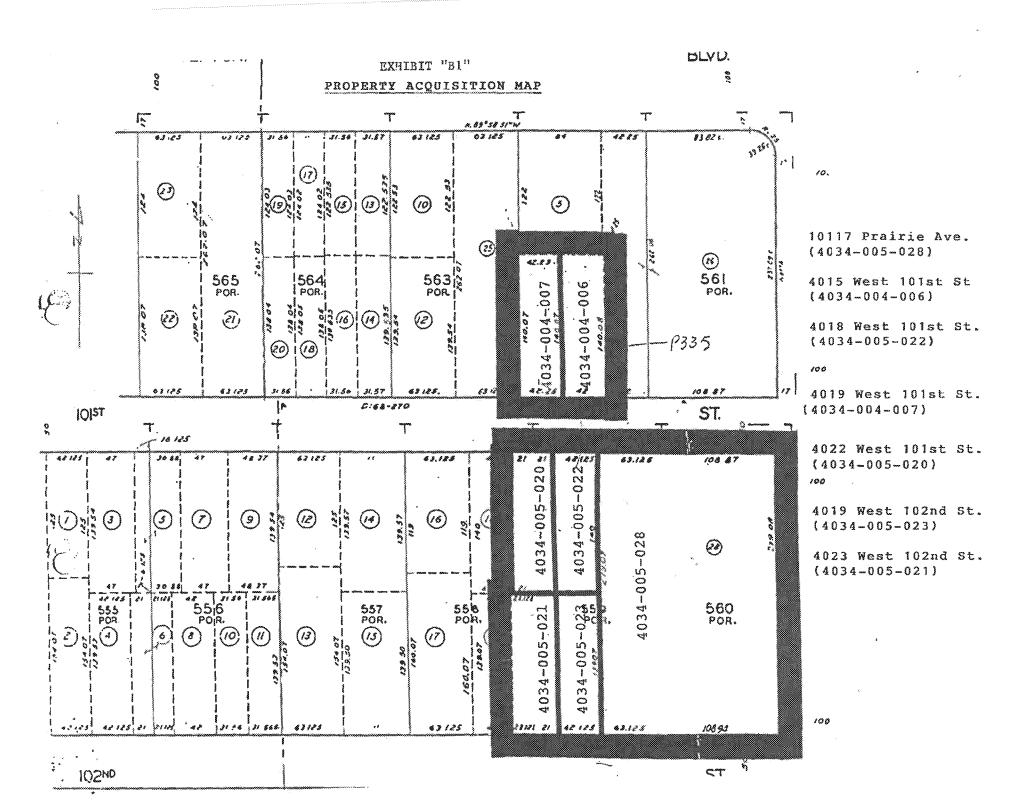
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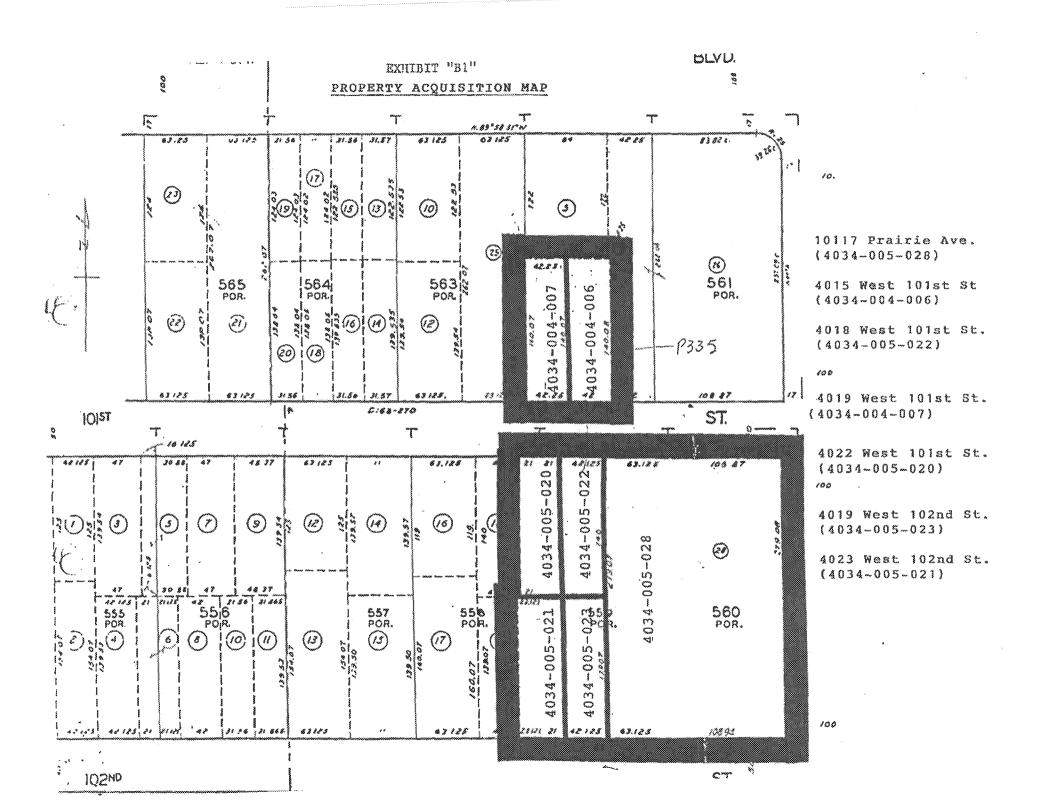
\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

Howard Rosten

Dated at Inglewood, Calif. this 28 day of June //, 1994.

| Town | June | //, 1994.
| Signature of Sponsor's Attorney





## **ASSURANCES**

# Noise Compatibility Program Projects Undertaken by Nonairport Sponsors

#### A. General.

- These assurances shall be complied with in the performance of grant agreements for noise compatibility
  projects undertaken by sponsors who 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; as amended. 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 are incorporated in and become
  part of the grant agreement.
- B. Duration. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired or throughout the useful life of the items installed 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: . . .
  - 1. 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

- 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 Act 29 U.S.C. 201, et seq.
- d. Hatch Act 5 U.S.C. 1501, et seq.
- 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 Abatement Act of 1979, 49 U.S.C. 2101, et seq.
- I. 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.
- u. Drug-Free Workplace Act of 1988 41 U.S.C. 702 through 706.

### Executive Orders

Executive Order 12372 – Intergovernmental Review of Federal Programs Executive Order 11246 – Equal Employment Opportunity

### Federal Regulations

- 49 CFR Part 18 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 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.

## - ASSURANCES

# Noise Compatibility Program Projects Undertaken by Nonairport Sponsors

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  part of the grant agreement.
- B. Duration. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired or throughout the useful life of the items installed 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.
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- d. For noise compatibility 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 compatibility 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.
- 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.
- 10. Veteran's 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.
- 12. 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.
- 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.





- d. For noise compatibility 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 compatibility 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.
- 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.
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- 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.
- 12. 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.
- 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.
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# CITY OF INGLEWOOD CALIFORNIA

ONE MANCHESTER BOULEVARD / INGLEWOOD, CALIFORNIA 90301-1750

FAX (310) 412-5188

The Inglewood Redevelopment Agency (310) 412-5290



November 17, 1995

Ruben Cabalbag Federal Aviation Administration 15000 Aviation Blvd., Rm. 3E23 Hawthorne, California 90261

Dear Mr. Cabalbag:

FILE COPY

In regards to your letter date September 28, 1995, the staff has looked into the Federal Aviation Administration's (FAA) inquiries regarding four electronic payments made to the City of Inglewood for properties acquired as part of the City's airport noise abatement activities. The results of our investigation are as following:

Drawdown No. 1 & 2 (AIP 3-06-0139-N9)

The ten properties identified in Grant Agreement N9 have been acquired by the City. Staff has prepared a Title Certificate and compiled all of the acquisition documentation (i.e., Grant Deeds and Title Insurance policies) for submission to FAA. Because the City is still making last resort housing payments to tenants affected by the property acquisitions, Grant N9 cannot be closed out for at least two more years. Upon completion of all of the last resort housing payments, the City will prepare a final Outlay Report to close out the grant.

Drawdown No. 3 (AIP 3-06-0139-ND)

During the process of acquiring two properties, problems arose that prevented the City from taking possession of the properties at the time the funds were withdrawn. Because the City incurred project expenses (i.e., appraisal and legal fees) totaling \$3,027.04 during the early stages of the acquisition, the City is returning to FAA the funds it withdrew to acquire the properties and the interest generated by the funds minus the project expenses incurred by the City. Therefore, the City is returning \$1,388,000.00 to Grant ND and \$18,977.34 in interest generated by the funds. The City still intends to acquire the two properties at a later date.

November 17, 1995 Ruben Cabalbag Page 2 of 2

# Drawdown No. 4 (AIP 3-06-0139-NG)

With the assistance of Grant NG funds, the City acquired a 25-unit trail park site. In correspondence to FAA dated July 13, 1995, the City submitted a Title Certificate, Grant Deed and Title Insurance Policy as proof of the acquisition of the property. A copy of the correspondence is attached to this letter for your records.

Should you have any questions regarding our findings, please direct your inquiries to Mr. David Lamdagan at (310) 412-5290.

Sincerely,

Jesse Lewis

Redevelopment Director

# Enclosures

cc: John Milligan

Correspondence: Date July 13, 1995

Grant N9: Title Certificate, Grant Deeds & Title Insurance Policies

Checks:

\$1,388,000.00 (Grant ND)

\$3,027.04 (Interest)

# FILE COPY

September 28, 1995

Mr. Jesse Lewis, Director Inglewood Redevelopment Agency One Manchester Blvd. Inglewood, CA 90301

Dear Mr. Lewis:

Our records for active grants to the city of Inglewood reveal that electronic payments were made by FAA to the city under the Letter of Credit in connection with real property acquisitions. We understand that the following recent electronic drawdowns have been accomplished as a result of reimbursement for land:

Drawdown	Grant #	Amount	Date	
1	AIP 3-06-0139-N9	\$1,914,181.00	2/28/94	
2	AIP 3-06-0139-N9	\$1,240,839.00	5/2/94	
3	AIP 3-06-0139-ND	\$1,391,027.00	7/26/95	
4	AIP 3-06-0139-NG	\$1,252,801.20	6/30/95	

The terms and conditions of the grant agreements requires the city to submit to FAA satisfactory evidence of fee title for land acquired (for which reimbursement is sought) prior to FAA reimbursement. The submission of a title certificate and support documentation is an acceptable means of furnishing to FAA such evidence. With the exception of the drawdown 4, evidence of title were not received for the above mentioned drawdowns. This office would be most pleased to receive the required title certificates for the drawdowns 1 through 3. It is important that you submit the required title certificates for the drawdowns as soon as possible. Please give this your most immediate attention, otherwise we may have to consider the revocation of the Letter of Credit conditions on your active grants.

Page 2 of 2 Mr. Jesse Lewis

If you have any questions or concerns, please feel free to give our office a call at (310) 725-3630.

Sincerely,

Ruben C. Cabalbag Airports Program Engineer

John P. Milligan Supervisor, Standards Section

### Enclosures

cc: Otis Ginoza File: prn2.doc

WP: C:\WORD\NAIRPORT\INGLWOOD\ND\PRN2.DOC

AWP-621.5:RCabalbag:rc:x3630:9/26/95

09/26/95

LOC TOTAL: \$ 7,462,571.80

AND AND AND AND THE PARK AND AND AND AND AND THE COPY COPY COES AND COES AN

HHS Pin : 1 956 000 728 A2 City Of Inglewood LCPOOO4.PRG Contact : Otis Ginoza Inglewood Redevelopment Agency (CA) (CA)Page LOC No. 69-00-4021 (IN) Phone : (310)412-5290 AIRPORT SITE / CONTRACT / DOC ID OPENING/ CURRENT NO. BALANCE A.I.P. NUMBER / APPR DRAWDOWNS DATE LOS ANGELES IA 26 91 060139N9 000 (4120672241) 3-06-0139-N9 / 0841 (91-20672) \$ 5,000,000.00 09/13/91 INI \$ 1,336,858.00 1,914,181.00- 02/28/94 7 1,240,839.00- 05/02/94 8 98,693.00- 05/31/94 9 48,865.00- 06/29/94 10 161,361.00- 09/06/94 12 75,264.00- 10/31/94 13 58,876.00- 06/20/95 14 65,063.00-07/26/95 16 AIP TOTAL: \$ 1,336,858.00 Los Angeles Int'l 26 92 060139NB 000 (4220731263) \$ 3,000,000.00 08/23/94 AM4 \$ 2,985,822.00 3-06-0139-NB / 0841 (92-20731) 5,202.00- 06/20/95 14 8,976.00- 07/26/95 16 AIP TOTAL: \$ 2,985,822.00 Los Angeles IA 26 93 060139ND 001 (4320764084) \$ 3,000,000.00 11/05/93 AM5 \$ 1,603,668.00 3-06-0139-ND / 0841 (93-20764) 5,305.00- 06/20/95 14 1,391,027.00- 07/26/95 16 . AIP TOTAL: \$ 1,603,668.00 500 300 000 no. 200 000 000 000 000 000 000 000 000 Los Angeles Int'l Airport 26 94 060139NG 001 (4420860136) 3-06-0139-NG / 0841 (94-20860) \$ 2,500,000.00 06/29/94 AM6 \$ 1,536,223.80 962,576.20- 06/30/95 15 1,200.00- 07/26/95 16 Los Angeles Int'l Airport 26 94 20860202 001 (4420860136) 3-06-0139-NG / 0841A (94-20860) 290,225.00 06/29/94 AM6 \$ 0.00 290,225.00- 06/30/95 15 AIP TOTAL: \$ 1,536,223.80 

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HHS Acct: 6K68B

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iame .	GRANTEE		Name		PARISH BALCHINGH	
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# CITY OF INGLEWOOD CALIFORNIA

ONE MANCHESTER BOULEVARD / INGLEWOOD, CALIFORNIA 90301-1750 FAX (310) 412-5188



The Inglewood Redevelopment Agency (310) 412-5290

July 13, 1995

FILE COPY

Ruben C. Cabalbag 15000 Aviation Blvd., Rm.3E23 Hawthome, California 90261

Dear Mr. Cabalbag:

As requested, I have enclosed the Title Certificate for the property purchased with funds from AIP Grant 3-06-0139-NG. In addition, a copy of the Grant Deed and Title Insurance Policy for the property is attached to the Title Certificate.

Yours truly.

David Lamdagan

Development Specialist

1

# TITLE CERTIFICATE

FILE COPY Contract No. DTFA08-94-C-20860

The undersigned, as authorized by Section 509(b) and (2) 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 One 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 parcels which are the subject of the abovementioned deeds are a portion of the area shown as Site 15 of a parcel detail map, Exhibit B-1, to the Grant Agreement covering Project No. AIP-3-06-0139-NG 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.

the Grant may be suspended in accordance with Section 152.64 of the Federal Aviation Regulations.

APPROVED

APPROVED

Signed

Name Paul Eckles
Title Executive Director

Date

Date

FAA Designate

Signed

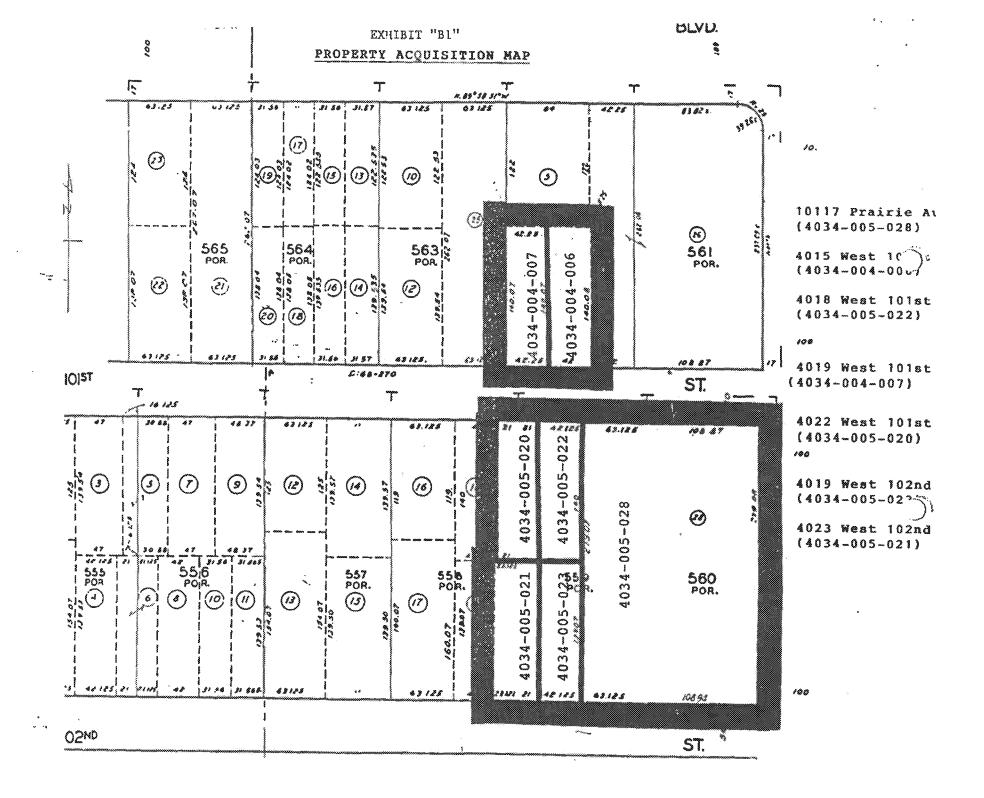
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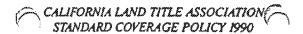
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# EXHIBIT 1

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

***************************************	NAME	ADDRESS	Parcel Number
000000000000000000000000000000000000000	Inglewood Redevelopment Agency	10117 Prairie Ave.	4034-005-028





# CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

- 1. Title to the estate or interest described in Schedule A being vested other than a stated therein;
- 2. Any defect in or lien or encumbrance on the title;
- 3. Unmarketability of the title;
- 4. Lack of a right of access to and from the land;

and in addition, as to an insured lender only:

- 5. The invalidity or unenforceability of the lien of the instred mortgage upon the title;
- 6. The priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority;
- 7. The invalidity or unenforceability any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the faiture of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee fround clear of all liens.

mortgage in the named insured assignee fround clear of all liens.

The Company will also pay the costs, attorneys' feet and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Wher of CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Police shown in Sandule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY
By:

Issued by: CHICAGO TITLE COMPANY 700 South Flower Street Suite 900 Los Angeles, CA 90017 (213) 488 - 4300

By:

FRomas J Colamas Secretary

President

# SCHEDULE A

Policy No: 9224321 Premium: \$2,119.00

. 64

Amount of Insurance: \$935,000.00

Date of Policy: March 8, 1993

at 8:00 A.M.

1. Name of Insured:

INGLEWOOD REDEVELOPMENT AGENCY, A PUBLIC BODY CORPORATE AND POLITIC

2. The estate or interest in the land which is covered by this policy is:

A FEE

3. Title to the estate or interest in the land is vested in:

INGLEWOOD REDEVELOPMENT AGENCY, A PUBLIC BODY CORPORATE AND POLITIC

4. The land referred to in this policy is situated in the State of California, County of LOS ANGELES and is described as follows:

SEE ATTACHED DESCRIPTION

This Policy valid only if Schedule B is attached.

### DESCRIPTION

### PARCEL 1:

THE BAST 63.125 FEET OF THE SOUTH 279.07 FEET OF LOT 559 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15 PAGE 50 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

#### PARCEL 2:

LOT 560 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15 PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID LAND LYING MORE THAN 500 FEET BELOW THE SURFACE FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES, OR MINERALS FROM SAID LANDS BUT WITHOUT, HOWEVER THE RIGHT TO USE EITHER THE SURFACE OF SAID LAND OR ANY PORTION OF SAID LAND WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER NOT PREVIOUSLY RESERVED, AS EXCEPTED AND RESERVED IN DEED RECORDED MARCH 8,1993 AS INSTRUMENT NO. 93-432501.



# SCHEDULE B

## **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

### **PARTI**

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- 2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

### **PARTII**

- 1. PROPERTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 1993-94 WHICH ARE A LIEN NOT YET PAYABLE.
- 2. THE LIEN OF SUPPLEMENTAL OR ESCAPED ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO THE PROVISIONS OF PART 0.5, CHAPTER 3.5 OR PART 2, CHAPTER 3, ARTICLES 3 AND 4 RESPECTIVELY (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA AS A RESULT OF THE TRANSFER OF TITLE TO THE VESTEE NAMED IN SCHEDULE A; OR AS A RESULT OF CHANGES IN OWNERSHIP OR NEW CONSTRUCTION OCCURRING PRIOR TO DATE OF POLICY.
- 3. AN BASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID BASEMENT)

GRANTED TO:

TITLE GUARANTEE AND TRUST COMAPNY

PURPOSE:

POLE LINES AND CONDUITS

RECORDED:

IN BOOK 3406 PAGE 132, OFFICIAL RECORDS

AFFECTS:

SOUTHERLY 3 FEET OF THE NORTHERLY 163.04 FEET OF

PARCEL 1.

4. COVENANTS, CONDITIONS AND RESTRICTIONS (DELETING THEREFROM ANY RESTRICTIONS BASED ON RACE, COLOR OR CREED) AS SET FORTH IN THE DOCUMENT REFERRED TO IN THE NUMBERED ITEM LAST ABOVE SHOWN.

SAID COVENANTS, CONDITIONS AND RESTRICTIONS PROVIDE THAT A VIOLATION

# SCHEDULE B

#### Part II

THEREOF SHALL NOT DEFEAT THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE.

APPECTS: PARCEL 1.

5. AN EASEMENT FOR PIPES AND INCIDENTAL PURPOSES, AS RESERVED BY DEED RECORDED IN BOOK 2635 PAGE 172 OF DEEDS, BY DEED RECORDED IN BOOK 3875 PAGE 57, OFFICIAL RECORDS, THE INGLEWOOD DOMESTIC WATER COMPANY, HOLDER OF RIGHT OF WAY RESERVED BY DEED RECORDED IN BOOK 2635 PAGE 172 OF DEEDS, RELINQUISHES THE SAME, RESERVING HOWEVER, A RIGHT OF WAY TO CONSTRUCT AND MAINTAIN A DITCH ALONG THE NORTH LINE OF LOTS 561 AND 570 OF SAID TRACT NO. 211, ALONG THE EAST LINE OF LOTS 560 AND 561 OF SAID TRACT, AND ALONG THE WEST LINE OF SAID LOTS 551 AND 570 OF SAID TRACT.

AFFECTS: PARCEL 2.

6. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES DATED HEREIN, AND INCIDENTAL PURPOSES,

FOR:

PUBLIC ROAD AND HIGHWAY PURPOSES

AFFECTS:

PARCEL 2, OVER THOSE PORTIONS OF LOTS 554 AND 570 INCLUSIVE OF SAID TRACT DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF LAND INCLUDED WITHIN A STRIP OF LAND 50 FEET WIDE, LYING 25 FEET ON EACH SIDE OF A STRAIGHT LINE DRAWN FROM THE SOUTHWESTERLY CORNER OF SAID LOT 570 TO THE SOUTHEASTERLY CORNER OF SAID LOT 561 OF SAID TRACT. THE SIDE LINES OF SAID STRIP OF LAND ARE TO BE PROLONGED OR SHORTENED EASTERLY SO AS TO TERMINATE IN THE RASTERLY BOUNDARY OF SAID TRACT. EXCEPTING THEREFROM ANY PORTION THEREOF WITHIN PUBLIC HIGHWAYS OF RECORD, TO BE KNOWN AS MC DONALD PLACE, AS GRANTED TO THE COUNTY OF LOS ANGELES, BY DEED RECORDED IN BOOK 7326 PAGE 89, OFFICIAL RECORDS.

AFFECTS: PARCEL 2.

7. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT)

GRANTED TO:

TITLE GUARANTEE AND TRUST COMPANY

PURPOSE:

POLES, WIRES, CABLES, LINES AND CONDUITS

RECORDED:

IN BOOK 7291 PAGE 258, OFFICIAL RECORDS

AFFECTS:

SOUTHERLY 3 FEET OF THE NORTHERLY 163.04 FEET.

AFFECTS: PARCEL 2.

8. COVENANTS, CONDITIONS AND RESTRICTIONS (DELETING THEREFROM ANY RESTRICTIONS BASED ON RACE, COLOR OR CREED) AS SET FORTH IN THE DOCUMENT REFERRED TO IN THE NUMBERED ITEM LAST ABOVE SHOWN.



# SCHEDULE B (CONT.)

### Part II

9. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID BASEMENT)

PURPOSE:

PUBLIC STREET, ROAD OR HIGHWAY

RECORDED:

IN BOOK 7326 PAGE 89, OFFICIAL RECORDS

AFFECTS:

THE NORTH 25 FEET AND THE EASTERLY 17 FEET OF SAID

ያ % እምላ

10. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT)

GRANTED TO:

COUNTY OF LOS ANGELES

PURPOSE:

PUBLIC ROAD AND HIGHWAY

RECORDED:

IN BOOK 24312 PAGE 102, OFFICIAL RECORDS

AFFECTS: EASTERLY 17 FEET OF LOT 560 OF TRACT NO. 211,

EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN 101ST

STREET OF RECORD, TO BE KNOWN AS PRAIRIE AVENUE.

AFFECTS: PARCEL 2.

AUTHORIZED SIGNATORY

SSCROW NO. 4034-005-028	MAGE				
PITLE ORDER NO. 922432-64					
V.P. NO. 4034-005-028	RECORDED IN OFFICIAL RECORDS OF LOS ANGELES COUNTY, CA				
PROJECT: TRAILER PARK PROJECT	MAR 8 1993 AT 8 AM.				
ሚመታሳ መጀመር መጀመር መጀመር መመጀመር መመመር መመር መመመር መመመር መመመር መመመር መመር መመመር መመር መመር መመመር መመመር መመመር	Recorder's Office				
RECORDING REQUESTED BY: INGLEWOOD REDEVELOPMENT AGENCY	Necorder's Office				
WHEN RECORDED MAIL TO: INGLEWOOD REDEVELOPMENT AGENCY					
ONE MANCHESTER BLVD. 10117 Prair	e Avenue FREE 1) $L$				
	arden Trailer Park)				
GRANT	DEED DOCUMENTARY TRANSFER TAX \$ NONE				
FREE RECORDI CITY OF INGLEM	NG REQUESTED Essential to acquisition by COOD, CALIFORNIA See Govt. Code 6103				
FOR A VALUABLE CONSIDERATION, recei EXI ADELPHI CORPORATION, A CALIFORN	pt of which is hereby acknowledged, IA CORPORATION				
hereby GRANT(S) to the INGLEWOOD CORPORATE AND POLITIC	REDEVELOPMENT AGENCY, A PUBLIC BODY,				
all right title and interest in a	nd to the real property and all right,				
title and interest in and to the imp	provements pertaining to the realty which				
are attached or affixed in any	manner to the following described real				
property specifically including, but	not limited to the items in Exhibit "B", the Realty, (fixtures and equipment),				
attached hereto and by this referen	ice made a part hereof, which are either				
generally or for purpose of this dee	ed a part of that parcel of real property				
in the City of Inglewood, County	of Los Angeles, State of California,				
described as follows:					
	ID BY THIS REFERENCE MADE A PART HEREOF				
Excepting and reserving all oil, hyd	rocarbon substances and minerals of every				
kind and character lying more than to	500 feet below the surface of said land, ato, through, and to use and occupy all				
parts of said land lying more than 5	00 feet below the surface thereof for any				
and all purposes incidental to the	exploration for and production of oil.				
gas, hydrocarbon substances, or m	ninerals from said lands but without, a surface of said land or any portion of				
said land within 500 feet of the	surface for any purpose or purposes				
whatsoever not previously reserved.	The state of the s				
	EXI-ADELPHI CORPORATION, A CALIFORNIA CORPORATION				
	12 A				
Date: 2/2/93					
mi					
State of California)	~~**				
County of Lashingeles )	me. Asker personally known is of satisfactory evidence) to be the				
On <u>2/2/23</u> before	me. Ashert 1. Carrill.				
personally appeared (12) Advantage to me (or proved to me on the was	Rima Air Exp , personally known is of satisfactory evidence to be the				
person(s) whose name(s) is/are su	scrived to the within instrument and				
acknowledged to me that he/she/the	ey executed the same in his/her/their				
authorized capacity(les), and that instrument the person(s). or the en	by his/her/their signature(s) on the				
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.					

WITNESS my hand and official seal.

signature Ruff Caroli

eal) Ergi

OFFICIAL SEAL
PROBABLE CARPORNIS
JOS ANGELES COUNTY
No Comme Express buy 8 1984

#### LEGAL DESCRIPTION

### PARCEL 1:

THE EAST 63.125 FEET OF THE SOUTH 279.07 FEET OF LOT 559 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15 PAGE 50 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

#### PARCET, 2:

LOT 560 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15 PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "A"

93 432501

#### **IMPROVEMENTS**

OWNER: EXI-ADELPHI CORP.

ITEM:

MOBILE HOME

DESCRIPTION:

MAKE: VIKING

MODEL: CCH

YEAR BUILT: 1955

LENGTH: 44 1/2'

WIDTH: 8'

AXLES: DUAL AXLE

LICENSE NUMBER:

REGISTRATION NUMBER:

IMPROVEMENTS: 2 STOOPS, ALUMINUM, 2 DOORS, SWAMP COOLER

EXHIBIT "B"

93 432501

#### CERTIFICATE OF ACCEPTANCE (Government Code Section 27281)

This is to certify that the interest in real property conveyed by the deed or grant deed dated February 2, 1993 from Exi Adelphi Corporation

to the INGLEWOOD REDEVELOPMENT AGENCY, CITY OF INGLEWOOD, CALIFORNIA, a political corporation and governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the Agency pursuant to authority conferred by resolution of the Members of the Agency and the grantee consents to recordation thereof by its duly authorized office?

Dated: February 11, 1993

BY: Secretary
INGLEWOOD REDBYELOPMENT AGENCY



Federal Aviation Administration Western-Pacific Region

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

#### JUN 27 1994

Mr. Jesse Lewis
Redevelopment Director
The Inglewood Redevelopment Agency
One Manchester Blvd.
Inglewood, California 90301-1750

Dear Mr. Lewis:

FILE COPY

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

The Los Angeles International Airport, Fiscal Year 1994 Airport Improvement Program No. AIP 3-06-0139-NG, Contract DTFA08-94-C-20860 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 \$2,790,225.00.

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 Condition 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 are impressed, please return the original and three copies of the Grant Agreement to this office.

Sincerely,

John/P. Milligan

Supervisor, Standards Section

Enclosures

FAA ITEM: NO.5

#### AGENDA INGLEWOOD, CALIFORNIA

City Council Meeting of June 21, 1994 7:00 p.m.

MAYOR
Edward Vincent
COUNCIL MEMBERS
Curren D. Price, Jr., District No. 1
Judy Dunlap, District No. 2
Jose Fernandez, District No. 3
Garland L. Hardeman, District No. 4

CITY CLERK :::

Hermanita V. Harris
CITY TREASURER
Wanda M. Brown
CITY MANAGER
Paul D. Eckies ::
CITY ATTORNEY
Howard Rosten

3 (2)

1775-1853

#### **OPENING CEREMONIES**

Pledge of Allegiance

Invocation

Roll-call

Approval of minutes of meeting held May 24, 1994

Payment of bills

Presentation by Ken Orduna of the Water Replenishment District of Southern California

#### PUBLIC HEARINGS

- 1. Public hearing to consider an appeal to the Planning Commission's Denial of Special Use Permit No. 731 for the operation of a hospice facility for a maximum of twelve (12) patients in an existing building at 706-708 West Arbor Vitae Street.
  - a) Staff report submitting background information on the appeal. \*
- 2. Public hearing to consider the proposed 1994-95 Annual City Budget, 1994-96

#### CITIZEN COMMENTS

Citizens wishing to address the City Council on any item on the agenda other than a public hearing may do so at this time.

#### REPORTS - CITY MANAGER

3. Staff report recommending approval of a card club license to Pacific Casino Management, Inc. (PCM).

Recommendation: a) Grant approval of a license to operate a card club to Pacific Casino Management, Inc. (PCM); v. toutait of all V

b) Approve necessary permits for pointholders of PCM, as lessee and Hollywood Park Inc. (HPI) as lessor; and

 Approve key management employee permits for appropriate employees of PCM and HPI as indicated in the application.

- Staff report requesting reconsideration of award of contract for the insulation of 21 single family homes. \*
  - Recommendation: a) Adopt motion to reconsider the rejected bid of FTR; and
    - b) Award contract to FTR in the amount of \$545,000.
- Staff report requesting approval of a grant agreement with the U.S. Federal Aviation Administration. \*
  - Recommendation: a) Approve agreement when available;
    - b) Authorize execution of agreement.
- 6. Staff report requesting approval of an agreement with Southern California Veterans Council, Inc. (SCVSC) to operate the City's Emergency Shelter Grant Program. \*

  Recommendation: Approve agreement.
- Staff report requesting approval of an agreement with the Compton Unified School
  District for processing of parking citations. \*
  Recommendation: Approve agreement.
- Staff report requesting approval of an agreement with Compton College for processing parking citations. \* <u>Recommendation:</u> Approve agreement.
- Staff report recommending award of contract for waterproofing and installation of new elastomeric seal for expansion joints at the Service Center Parking Deck. \* <u>Recommendation:</u> Award contract to Emerald Metal Products in the amount of \$20,500.00.
- Staff report requesting approval of the purchase of software and the execution of required license and maintenance agreements with Nan McKay and Associates. \*
  Recommendation: Approve agreement.
- 11. Staff report requesting that a public hearing be set to consider an appeal to the Planning Commission's Denial of Special Use Permit No. 737. \*

  Recommendation: Set public hearing on July 12, 1994 at 7:00 p.m.

Verbal reports - City Manager

#### **REPORTS - CITY ATTORNEY**

12. Conference with legal counsel to discuss proposed settlement of the claims of Jose Valtierra and Humberto De La Torre - Anticipated Litigation.

Verbal reports - City Attorney

#### REPORTS - CITY CLERK

Verbal reports - City Clerk

#### CONSENT CALENDAR

These items will be acted upon as a whole unless called upon by a Council member.

13. Staff report requesting approval of appointment of six Inglewood representatives to the South Bay Service Delivery Area Private Industry Council (PIC). \*

Recommendation: Approve and ratify appointments.

- 14. Staff report requesting approval of Amendment No. 2 to Agreement No. 92-144 with the County of Los Angeles to provide intermediary contract services for vocational education and training activities under the GAIN Program. \*

  Recommendation: Approve amendment to agreement.
- 15. Staff report requesting approval of On-The-Job Training Agreements with National Railroad Passenger Corporation (AMTRAK), Crews of California, Inc., Pacific Casino Management and Hollywood Park, Incorporated, \*

  Recommendation: Approve agreements.
- 16. Staff report requesting approval of the Limited Internship Agreement with Hollywood Park, Inc. and Pacific Casino Management Corporation \*

  Recommendation: Approve agreements.

.... H., H

- 17. Staff report requesting approval of Amendment No. 1 to JTPA Training Agreement No. 93-509 with California State University Dominguez Hills. \* Recommendation: Approve amendment to agreement.
- 18. Staff report requesting approval of Job Training Partnership Act Agreement with El Camino Community College District. \* Recommendation: Approve agreement.
- Memorandum from City Manager pertaining to employment agreement. \* <u>Recommendation</u>: Receive and file.
- 20. Report of purchases. \*
  Recommendation: Approve.
- 21. Monthly Financial Report as of May 31, 1994. \*
  Recommendation: Receive and file.
- 22. Monthly Treasurer's Report as of May 31, 1994. \*
  Recommendation: Receive and file.
- 23. Modified short form agreement: \*
  a) Floor Covering Unlimited in the amount of \$6,795.00.
  Recommendation: Approve agreement.
- 24. Short form agreements: \*
  - a) No. SF 94-37 \$1,000.00 Ernesto Martinez
  - b) No. SF 94-38 \$ 318.43 Brock Bus Company Recommendation: Approve agreements.

#### COUNCIL INITIATIVES

- 25. Memorandum from Councilman Hardeman regarding Report on Bo, Sierra Leone.
- 26. Memorandum from Councilman Hardeman regarding continued staff support to Target Area Coordinating Committee (TACC).
- 27. Memorandum from Councilman Hardeman pertaining to the following:

  a) No council meetings on Election Day; and
  - b) Two weeks vacation for City Council
- 28. Memorandum from Mayor Vincent regarding modification to billboard regulations.

#### APPEARANCE OF INTERESTED CITIZENS

Citizens wishing to address the City Council on any matter connected with City business not elsewhere considered on the agenda may do so at this time. Citizens with complaints regarding City management or departmental operations are requested to submit those complaints first to the City Manager for resolution.

#### ADJOURNMENT

## AGENDA . INGLEWOOD REDEVELOPMENT AGENCY

Roll call

Approval of minutes of meeting held May 24, 1994

- R-1. Staff report requesting Agency approval of the selection of Foundation for Quality Housing Opportunities, Inc. as the developer for the Parcel "C" site located in the North Inglewood Industrial Park Redevelopment Project Area and approval of an offer to negotiate exclusively with the developer. \*

  Recommendation: Approve Offer to Negotiate Exclusively with Quality Housing Opportunities, Inc.
- R-2. Monthly Treasurer's Report as of May 31, 1994. \*

  Recommendation: Receive and file.

#### ADJOURNMENT

## AGENDA INGLEWOOD HOUSING AUTHORITY

Roll call

Approval of minutes of meeting held May 10, 1994

- H-1. Staff report requesting approval of a resolution approving the Consolidated Annual Contributions Contract (CACC) CA-1948 (E) for the Section 8 Existing Housing Certificate Program. \*

  Recommendation: Adopt resolution.
- H-2. Monthly Treasurer's Report as of May 31, 1994. \* Recommendation: Receive and file.

#### <u>ADJOURNMENT</u>

## AGENDA INGLEWOOD PARKING AUTHORITY

Roll call

Approval of minutes of meeting held May 17, 1994

P-1. Monthly Treasurer's Report as of May 31, 1994. \*
Recommendation: Receive and file.

#### ADJOURNMENT

\* Copies to Council, Agency and Authorities

TO:

Mayor and City Council

FROM:

The Staff

FILE COPY

SUBJECT:

Approval of Grant Agreement with the U.S. Federal Aviation

Administration

This staff report requests that the City Council approve the execution of the 1994 Federal Aviation Administration (FAA) Grant Agreement, when it is available, and authorize the City Manager to execute the agreement as the City's designated official representative.

#### Background

Since 1986, the City of Inglewood has received nine grants totaling \$26,616,000 from the FAA. The funds are used to acquire parcels of land heavily impacted by aircraft noise which are then recycled to noise compatible commercial and industrial land uses.

#### Discussion

The 1994 Grant will be used to recycle incompatible land uses within the Inglewood Noise Compatibility Project III (INCIP) area to uses which are not noise sensitive. This Grant Offer for \$2,790,225 will help the City to fulfill its obligation under the LAX Noise Control/Mitigation Program.

FAA Grant Agreements must be executed by the City each year before September 30 and are usually sent to Inglewood before the end of August. However due to budgetary lobbying efforts at the federal level in Washington D.C., FAA could not issue Inglewood's Grant Agreement until this month. In order to execute the grant, the 1994 Grant Agreement must be prepared by FAA, approved by the City

Mayor and City Council June 21, 1994 Page 2

Council, signed and returned to FAA on or before June 30, 1994. It is unlikely that the grant documents will be received in time to submit it to the City Council for approval before the deadline; and therefore FAA has requested that the City pre-approve the

execution of the agreement although it has not been received. This is not an unusual

request, in fact, this was requested for the 1993 Grant Offer for \$3,000,000.

The 1994 FAA Grant Agreement will be nearly identical to the attached 1993 FAA Grant Agreement which was executed by the City Manager on June 15, 1993. FAA has given a verbal commitment for a 1994 grant in the amount of \$2,790,225.

It is recommended the that the City Council approve the execution of the 1994

Federal Aviation Administration (FAA) Grant Agreement, when it is available, and
authorize the City Manager to execute the agreement as the City's designated official

Prepared by:

representative.

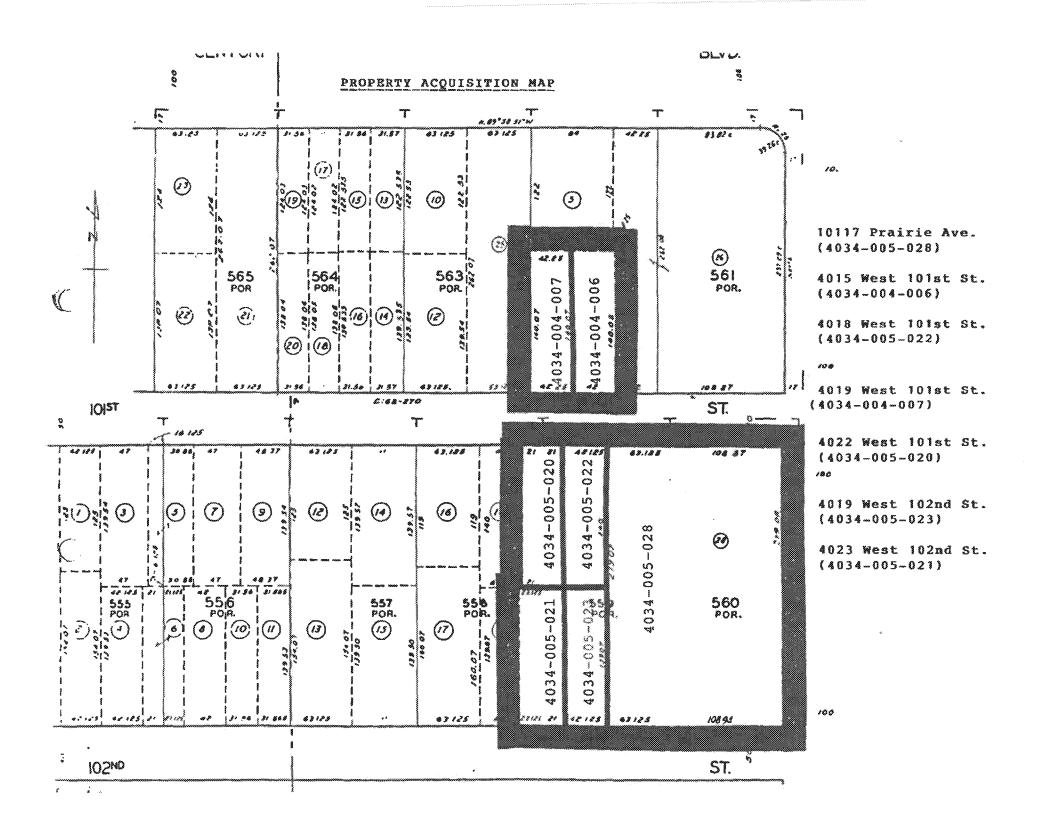
Recommendation

Tony DeBellis, Deputy City Manager for Community Development and Housing Jesse Lewis, Noise Abatement Director
Otis Ginoza, Noise Abatement Coordinator
David Lamdagan, Noise Abatement Specialist

Attachments:

Map Grant Agreement Resolution

[12\946esqt]



# DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION WASHINGTON, D.C. 20590

OPY

#### GRANT AGREEMENT

Part I - Offer

Date of Offer MAY 3 1993

Los Angeles International Airport/Planning Area

Project No. 3-06-0139-ND

Contract No. DTFA08-93-C-20764

TO:

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

FROM:

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

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

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

Acquire land for noise compatibility within Site 13 (approx 4 parcels) to provide for relocation, removal of improvements, and resals.

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 of 1979, and in consideration of (a) the Sponsor's adoption and ratification of the presentations 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.

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 \$3,000,000.00. For the purpose 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 \$3,000,000.00 for airport development or noise program implementation

- 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 sudit of the total amount of the 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 June 30, 1993 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 funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgement, 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 afforts 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. It is agreed 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 the project for determining the net costs on which the maximum United States' obligation will be based. Sponsor fiscal and accounting records shall clearly identify actual sources and uses of these funds.
- 10. It is 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 Partels as described in the Project Application and as shown on the property map attached hereto and identified as Exhibit "B-1" and that the United States will not make nor be obligated to make any payments involving the aforesaid parcels as shown on the property map attached hereto until the Sponsor has submitted evidence that it has acquired a fee title or such lesser property interests 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.
- 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 sirport. The proceed of such disposition either shall be refunded to the United States for the Airport and Airway Trust Fund on a Basis proportioned to the United States share of the cost of acquisition of such land, or shall be reinvested in an approved project, pursuant to such instruction as the FAA will issue.

- 12. It is understood and agreed by and between the parties hereto that the Sponsor shall grant an avigation easement on land within Site 13 as shown on the property map, Exhibit "B-1", to the City of Los Angeles, Department of Airports, California, prior to any disposal or resale of said land.
- 13. 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 out 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.
- 14. The attached new Part V Assurances, incorporated hereto with the Grant Offer are hereby substituted in lieu of those in the Sponsor's Project Application (INCIP III) and made a part hereof.

#### RESOLUTION NO.

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 which provides a final plan which optimizes these actions; and

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

WHEREAS, the approved Noise Compatibility Program recommends recycling of residential property in portions of Inglewood to airport compatible land uses; and

WHEREAS, the City of Inglewood has submitted four applications to the Federal Aviation Administration Airport Improvement Program; and

WHEREAS, the regional office of the Federal Aviation Administration has given approval to these applications and has invited the City of Inglewood to execute nine grant agreements totaling \$26,616,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INGLEWOOD AS FOLLOWS:

1. The City of Inglewood hereby approves the execution of a tenth grant agreement, including all understandings and assurances contained therein, with the Federal Aviation Administration for participation in the Airport Improvement Program to recycle incompatible land uses.

2. The City Manager is hereby authorized and directed to submit all necessary documents and to act in connection with the U.S. Federal Aviation Administration grant agreement and provide such additional information as may be required. PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 1994. б MAYOR ATTEST CITY CLERK 23. 

[12\\$4FAAR3]

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
WESTERN-PACIFIC REGION

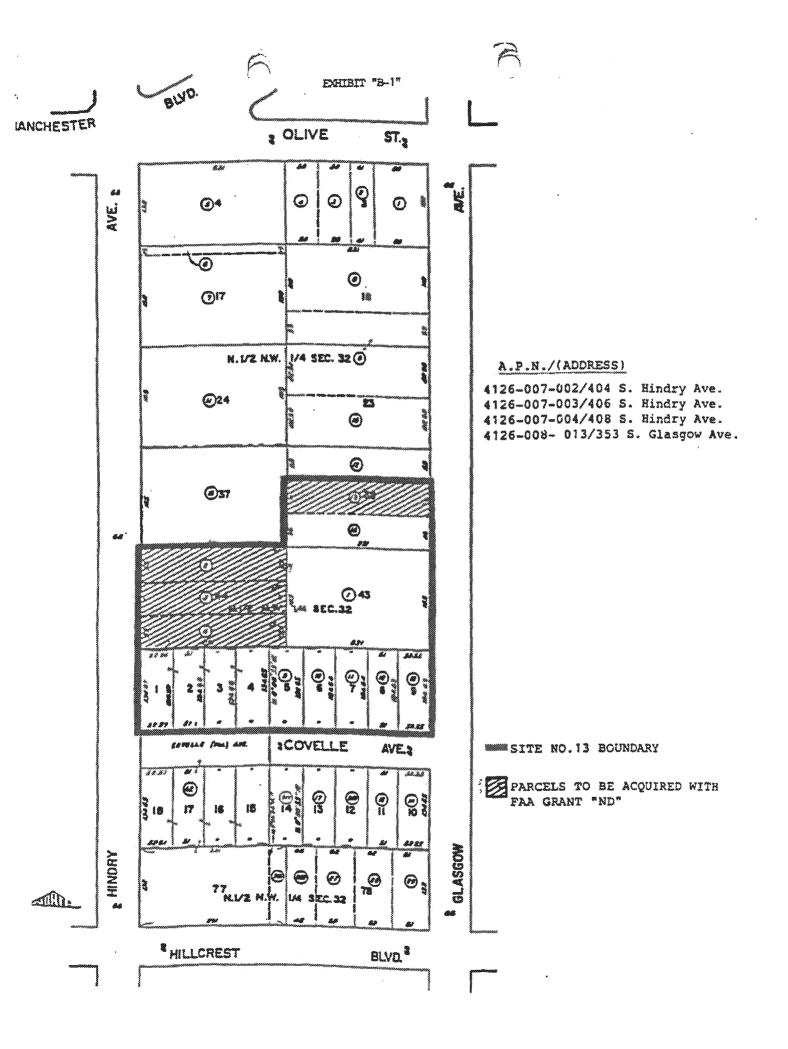
Av.

John P. Milligan, 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	······	, 1993.	
		City	of Inglewood, California	
		,	Name of Sponsor	
		# m •		
(SEAL)		Spons	or's Designated Official	
<b>,</b>		- <b>&amp;</b>	Representative	
Attest:		Title:		
Title:	-			
		F SPONSOR'S AT	CORNEY	
I,	, acting as	Attorney for	the Sponsor do hereby ce	rtify:
Agreement under the foregoing Grant Agre and find that the acrepresentative has bus due and proper and in addition, for grants the Sponsor, there as the Sponsor. Further	laws of the State of the State of the section ceptance thereof by sen duly authorized a secordance with the involving projects see no legal impedimen, it is my opinion	f California.  ns taken by sa said Sponsor and the execu he laws of the to be carried ents that will that the said	into the foregoing Grant Further, I have examined Sponsor relating there and Sponsor's official the tion thereof is in all research State and the Act. Out on property not owner prevent full performance Grant Agreement constitutions with the terms there	d the eto, espects In ed by e by utes &
Dated at	this	day of	, 1993.	
		Signatur	s of Sponsor's Attorney	





#### **ASSURANCES**

#### Noise Compatibility Program Projects Undertaken by Nonairport Sponsors

#### A. General.

- These assurances shall be complied with in the performance of grant agreements for noise compatibility
  projects undertaken by sponsors who 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, as amended. 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 aponsor, these assurances are incorporated in and become part of the grant agreement.
- B. Duration. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired or throughout the useful life of the items installed 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 Act 29 U.S.C. 201, et seq.
- d. Hatch Act 5 U.S.C. 1501, et seq.
- 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.
- i. 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.
- I. 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 Salety 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.
- u. Drug-Free Workplace Act of 1968 41 U.S.C. 702 through 706.

#### **Executive Orders**

Executive Order 12372 - Interpovernmental Review of Federal Programs Executive Order 11246 - Equal Employment Opportunity

#### Federal Regulations

- 49 CFR Part 18 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 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.

Nonairport Assurances (10-89)

Page 1 0/4

PP-4-3



- d. For noise compatibility 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 compatibility 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.
- 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.
- 10. Veteran's 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 Plane 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.
- 12. 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 attitudes) by preventing the establishment or creation of tuture airport hazards on property owned or controlled by it or over which it has land use jurisdiction.

# CITY OF INGLEWOOD

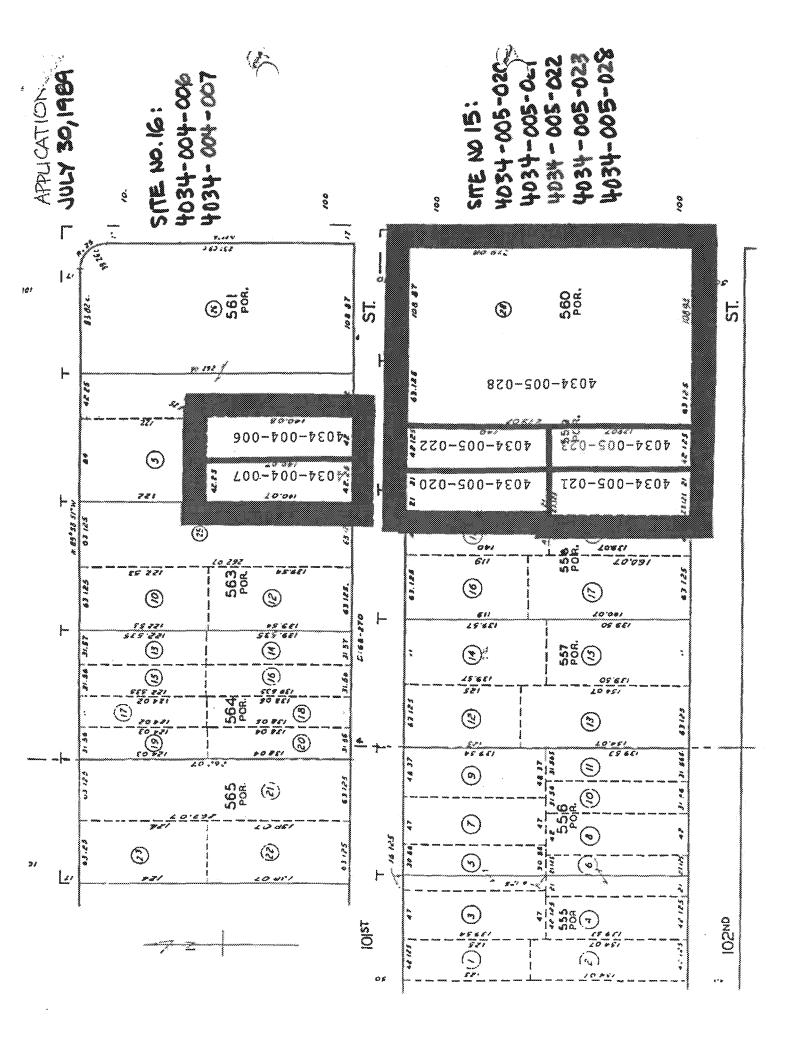
One Manchester Boulevard, Inglewood, California 90301

FAX (310) 412-5188

## Facsimile Transmission Cover Sheet

Date: 1-20-94	
To: Ruban Cabalbaa	FAX # 310-297-0044
From: David Lamdagan	
Department/Division: 18A	
Telephone # 310-412-5290	
Subject: Ner's the info.	au remosted.
vanjeer	

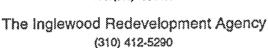
This is page 1 of A page(s). If you have any questions regarding this transmission, please call the sender at the telephone number above.





### CITY OF INGLEWOOD CALIFORNIA

ONE MANCHESTER BOULEVARD / INGLEWOOD, CALIFORNIA 90301-1750 FAX (310) 412-5188





# FILE COPY

January 4, 1994

Ruben Cabalbag
Federal Aviation Administration
P. O. Box 92007, WWPC
Los Angeles, California 90009

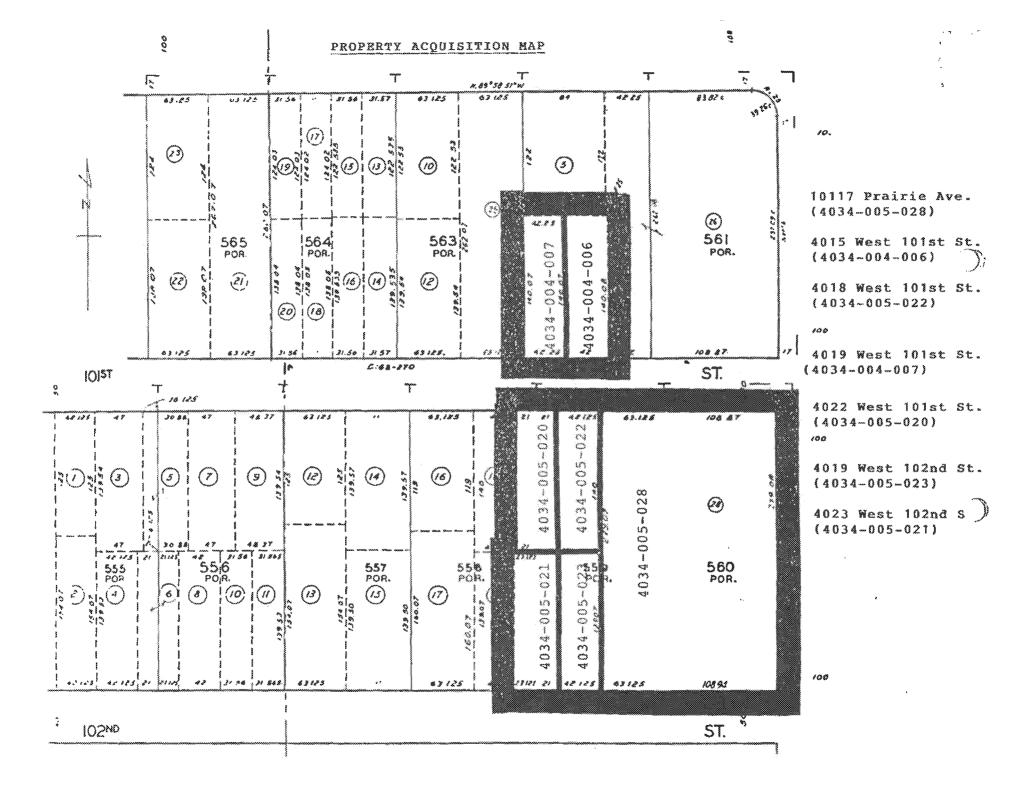
Dear Mr. Cabalbag:

With regards to the 1994-1995 FAA grant, I am submitting a map and cost break down table for properties the City of Inglewood would wish to acquire with the next FAA grant. Should you have any questions, please contact either me or Mr. Otis Ginoza at 310-450-6181.

Your truly,

David Lamdagan

Development Specialist



#### 1993-1994 FAA GRANT HIGH PRIORITY PROPERTY ACQUISITION LIST

ITEM OF WORK		TOTAL		FEDERAL	
ADDRESS AND A.P.N		DESCRIPTION	Sytimated Cost	eponsora punde	FUNDS REQUESTED
10117 Prairie Avenue 4034-005-028	15	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	\$931,200 \$845,600 \$155,200 \$1,932,000	\$196,240 \$169,120 \$31,040 \$366,400	\$744,960 \$676,480 \$124,160 \$1,545,600
4015 West 101st Street 4034-004-006	<i>VX</i>	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	\$152,000 \$22,000 \$10,000 \$184,000	\$30,400 \$4,400 \$2,000 \$36,800	\$121,600 \$17,600 \$8,000 \$147,200
4018 West 101st Street 4034-005-022	#15	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	\$143,000 \$22,000 \$10,000 \$175,000	\$28,600 \$4,400 \$2,000 \$35,000	\$114,400 \$17,600 \$8,000 \$140,000
4019 West 101st Street 4034-004-007	4/6	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	\$163,000 \$22,000 \$10,000 \$195,000	\$32,600 \$4,400 \$2,000 \$39,000	\$130,400 \$17,600 \$8,000 \$156,000
4022 West 101st Street 4034-005-020	415	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	\$168,000 \$44,000 \$20,000 \$232,000	\$33,600 \$8,800 \$4,000 \$46,400	\$134,400 \$35,200 \$16,000 \$185,600
4019 West 102nd Street 4034-005-023	<del>4</del> 1.5	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	\$168,000 \$44,000 \$20,000 \$232,000	\$33,600 \$8,800 \$4,000 \$46,400	\$134,400 \$35,200 \$16,000 \$185,600
4023 West 102nd Street 4034-005-021	\$\$\fo	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	\$143,000 \$22,000 \$10,000 \$175,000	\$28,600 \$4,400 \$2,000 \$35,000	\$114,400 \$17,600 \$8,000 \$140,000
TO	TAL		\$3,125,000	\$625,000	\$2,500,000

[12\93-93/g]

# COMPLIANCE PROCEDURES

#### CITY OF INGLEWOOD

#### AFFIRMATIVE ACTION IN CONTRACTING PROGRAM

#### I. General Policy

The Inglewood City Council is committed to the principles of equal opportunity and affirmative action in its contracting; and to providing minority business enterprises (MBE), and women business enterprises (WBE) the maximum opportunity to participate in the performance of contracts financed with local funds. To that end, the City's program for implementation of this policy is detailed herein.

Notice of the City's Program shall be given to all prospective bidders by inclusion of the procedures contained herein in the notice inviting bids for each respective project.

#### II. Definitions

The following words or phrases shall have the meanings indicated:

- <u>Awarding department</u> means any City department or division having the responsibility for the administration of a City contract.
- Minority or women business enterprise means a business enterprise that meets both of the following criteria:
  - (1) A business that is at least 51 percent owned by one or more minority persons or women or, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women.
  - (2) A business whose management and daily business operations are controlled by one or more minority persons or women.
- Contractor the person, individual partnership, corporation, joint venture, or other legal entity entering into a contract with the City.

- <u>Subcontractor</u> the person, individual partnership, corporation, joint venture, or other legal entity entering into a contract with a contractor to provide goods or services in fulfillment of the contractor's obligations to the City.
- <u>Minority Person</u> for purposes of this program, means Asian Americans, Black Americans, Hispanic Americans and Native Americans.
- Lowest Responsible Bidder the person, individual partnership, corporation, joint venture, or other legal entity whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage.

#### III. Procedures for Contracts Of \$5,000 to \$25,000

- A. Awarding departments, affirmative action officer and purchasing officer shall use all practical means to identify and solicit quotations from women and minority business enterprises.
- B. Awarding departments or purchasing officer shall ensure that notices advertising invitations to bid are circulated widely, particularly to minority and women business enterprises.
- C. Awarding departments shall submit to the affirmative action officer a listing of the names and addresses of all businesses who were contacted to submit bids, quotations, or proposals. Businesses shall be further identified, where applicable, as WBE and MBE.
- D. Purchasing officer and awarding departments shall submit a summary listing of all respondents and their respective bid quotations to the affirmative action officer.
- E. The affirmative action and purchasing officers shall continuously update the directory of known qualified minority and women business enterprises.
- F. All bidders shall be required to complete and include the Statement of Business Ownership. (See Appendix A) page 1
- G. All bidders shall be required to agree to a written policy of non-discrimination. (See Appendix B)  $\wpaq\epsilon 2$

#### IV. Procedures for Contracts of More Than \$25,000

In addition to the provisions identified in Section III, A-G above, the following provisions shall be adhered to:

- A. City Clerk shall, as nearly as practicable, advertise contracting opportunities in media directed toward minority and women readership.
- B. Awarding departments shall ensure that bid documents include the affirmative action requirements with which each bidder will be required to comply prior to consideration of an award of contract by the City Council.
- C. Affirmative action requirements for each bidder include:
  - 1. A written affirmative action plan, when the bid to perform a City contract is in excess of \$25,000 and will, in addition, employ the labor of five or more individuals. (See Appendix C) page 4
  - Demonstration of a good faith effort to procure labor, equipment, supplies
    or materials from WBE and MBE; or document their unavailability. (See
    Appendix D) ρεςε 5
- D. The affirmative action officer will provide technical assistance in the design of an affirmative action plan for prospective City contractors, upon request, at any time prior to ten days before the bid submission deadline.
- E. Awarding departments shall designate the apparent lowest responsible bidder and provide written notification of same to the affirmative action officer. (See Appendix E) paqe
- F. All contractors will be required to identify each subcontractor according to services, materials, supplies and equipment procured; total dollar amount; and WBE or MBE, where applicable.
- G. The affirmative action officer will, within five days after the designation referred to in "D" above, determine the respondent's compliance with the affirmative action requirements and so indicate in writing to the awarding department. (See Appendix F) page 7

#### V. Procedures for Professional Services Contracts

- A. Awarding departments shall use all practicable means to identify and solicit proposals or negotiate contracts with minority and women business enterprises.
- B. Awarding departments shall submit to the affirmative action officer a listing of the names and addresses of all businesses who were contacted to submit bids, quotations, or proposals. Businesses shall be identified, where applicable, as MBE and WBE.
- C. All contracts shall include a completed Statement of Business Ownership (See Appendix A) page 1

#### VI. Procedural Update

The procedures in Items II-V above may be modified as needed by the City Council or City Manager in accordance with this policy to assure effectiveness and/or compliance with changing practice.

#### VII. Proposed Project Listing

The city manager shall provide an annual listing of proposed projects for public review during the ninety day period subsequent to the adoption of the City's budget. The City Manager may at any time add to or delete from the list of proposed projects with appropriate written notice to Mayor and Council.

#### VII. Evaluation

Effective equal opportunity programs require flexibility in order that they might be responsive to required change. To facilitate this, the city manager or his designee will annually report the following to City Council:

- A. An inventory of contracts awarded since the inception of the program to include the names of the contractors, sub-contractors, scope of services provided by each, and dollar amount of each contract and sub-contract.
- B. A Summary of results according to total dollar amount received by MBE and WBE:
- C. An overall evaluation of the City's effort to achieve stated policy.

Date: November 17, 1993

Note: contacted Ruben Enradi with FAA/Manager of Civil Rights Staff

at 310-297-1445.

Mr. Enradi say that since the City of Ingelwood uses FAA grants for only property acquisition, DBE Program would not apply in our circumstances and that the City should not be concerned with that particular requirement.

# DEPARTMENT OF T SPORTATION - FEDERAL AVIATION A NISTRATION NOTICE OF PREAPPLICATION REVIEW ACTION

From: Supervisor, Standards Section, AWP-621 (Department, bureau or establishment)

cc: David Lamdagan

			Los Angeres international Airport				
To:	Mr. Jesse Lewis		City of Inglewood Reference Your Preapplication				
A	Redevelopment Director		* * * * * * * * * * * * * * * * * * *				
	The Inglewood Redevelopment	Agency	Number PFA 92-1				
	One Manchester Blvd.	-					
	Inglewood, CA 90301-1750		Dated: <u>May 6, 1992</u> ,				
1.	We have reviewed your preapplication for Federal assistance under <u>Airport Improvement Program</u> and have determined that your proposal is:						
2.	Therefore, we suggest that you:  X file a formal application with us by (date) to be determined at a later date.  file an application with (Suggested Federal agency).  find other means of funding this project.						
3.			scal years and the number of applications upeting may be available after (month, year)				
4.	See remarks are agreeable to con	eral funding in your preapplication sideration of approximately this an ce the amount requested in more d	nount in the formal application.				
Š.		benecessary_X_not nec ata.m./p.m. Please contact the	essary. We are recommending that it be held at ne undersigned for confirmation.				
ő.	Enclosures:Forms	_InstructionsOther(Specify	)				
7.	Other Remarks:						
	Fiscal Year 94. The balance of yo	ur request will be considered as F					
		er noise program implementation : formation to specific parcels the A	as per LAX Part 150 NCP. Please advise this gency is interested in acquiring.				
	c. Please update your Disadvants DBE Plan is approved.	ge Business Enterprise (DBE) Pro	ogram. A grant offer will not be issued until yo				
	d. If you have any questions, ple	ase contact Ruben Cabalbag at (31	0) 297-1701.				
ignat	ure /> .	Title	Date				
	P. Milligan Crie Verme	Supervisor	11/1/93				
	izational Unit	Administrative Office	Telephone Number				
	Jards Section	AWP-621	(310) 297-1029				
ddre							
	Box 92007, Worldway Postal Cent	er•					
	ingeles, California 90009						
ĀĀ F	Form 5100-31 (6-73)						

# DEPARTMENT OF TI SPORTATION - FEDERAL AVIATION A NISTRATION NOTICE OF PREAPPLICATION REVIEW ACTION

# From: Supervisor, Standards Section, AWP-621 (Department, bureau or establishment)

					les International Airport	
err _	34- X X			City of In		
To:	Mr. Jesse Lewis			Kelerence	Your Preapplication	
	Redevelopment Director The Inglewood Redevelopmen	4 Assamos		Alores Lau	reca no s	
	One Manchester Blvd.	e whench		ianmber	PFA_92-1	
	Inglewood, CA 90301-1750			Dated:	May 6, 1992	
1.	We have reviewed your preappedetermined that your proposal  X eligible for funding eligible but does no not eligible for funding	is: by this agency and can comp t have the priority necessary	ete with similar appli	cations fro	om other grantees.	
2.	Therefore, we suggest that you  X file a formal application w  find other means of	tion with us by (date <u>) to be d</u> ith(Suggested I		date.		
3.	Based upon the funds available reviewed, or pending, we anticipe see remarks					
4.	You requested \$57.817.280_Pe See remarks are agreeable to community will need to ana	onsideration of approximatel	this amount in the		lication.	
5.	A preapplication conference will benecessaryXnot necessary. We are recommending that it be held at, on, ata.m./p.m. Please contact the undersigned for confirmation.					
б.	Enclosures: Forms	InstructionsOther	(Specify),			
7.	Other Remarks:					
	<ul><li>a. We are agreeable in funding Fiscal Year 94. The balance of</li><li>b. The Federal funds is for furf office as soon as possible with</li></ul>	your request will be consider ther noise program impleme	ed as Federal funds ntation as per LAX )	become av Part 150 N	vailable. CP. Please advise this	
	c. Please update your Disadvan DBE Plan is approved.	atage Business Enterprise (D	BE) Program. A gr	ant offer w	ill not be issued until your	
	d. If you have any questions, p	lease contact Ruben Cabalba	g at (310) 297-1701,			
	ure Original signed by P. Meimo & Vermeeren	Title Supervisor	3.	ate 11/1/93		
	izational Unit	Administrative Office		elephone .	Number	
	dards Section	AWP-621	3	(310) 297-		
Addre		·i		•••••••••••••••••••••••••••••••••••••••		
	 Box 92007, Worldway Postal Ce	nter				
	Angeles, California 90009					
	Form 5100-31 (6-73)					
	vid Lamdagan ←					

#### 1993-1994 FAA GRANT HIGH PRIORITY PROPERTY ACQUISITION LIST

AROW SO MEN	TUTAL	FEDERAL		
ADDRESS AND A.P.N.	DESCRIPTION	COST	SPONSORS PUNCS	PUNDS RECOVERTED
WINTERLGAIRDEUT TRAILER / 25 coaches	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	: 840,000 : 625,000 : 140,000	\$ \$ \$ \$	\$ \$ \$ \$
	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	\$ \$ \$	\$ \$ \$	\$ \$ \$
	ACQUISITION RELOCATION DEMOLITION SUBTOTAL	\$ \$ \$ \$	\$ \$ \$	\$ \$ \$
TOTAL		\$	\$	\$

## RELOCATION;

625,000 CONSULTANT FEE (REL)
52,000 KCQ CONSULTANT FEE
3,000 PHASE I REPORT
30,000 LEGAL

# 762,000

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#### ACQUISITION COST:

**	Acquisition	(appraised	value)
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- Acquisition Consultant Fee

- Phase I Report

- Legal Fee

- Appraisals

a. appraisal (\$2,000)

b. review appraisal (\$1,000)

TOTAL

\$ 2,000/parcel

\$ 500/parcel

\$12,500/parcel

\$ 3,000/parcel

\$18,000 + appraised value

#### RELOCATION COSTS:

- Relocation Consultant

Relocation Payments

TOTAL

\$ 2,000/parcel

\$20,000/parcel

\$22,000

#### **DEMOLITION COSTS:**

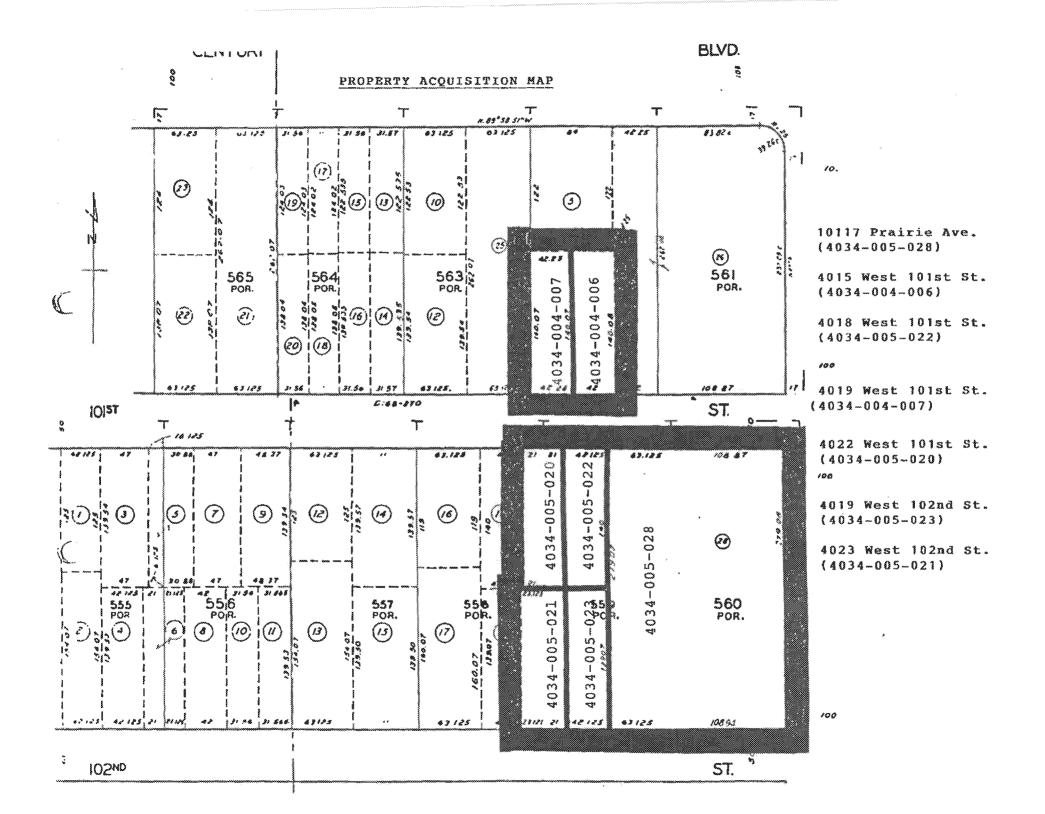
- Demolition

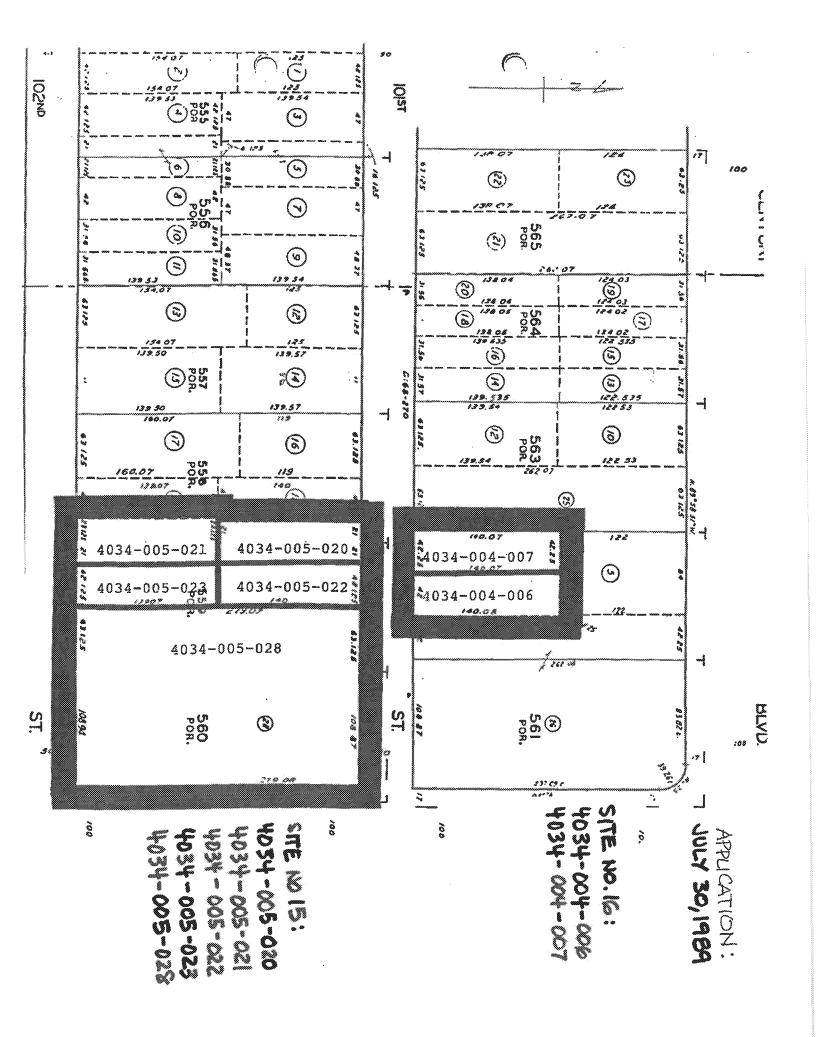
a. asbestos consultant

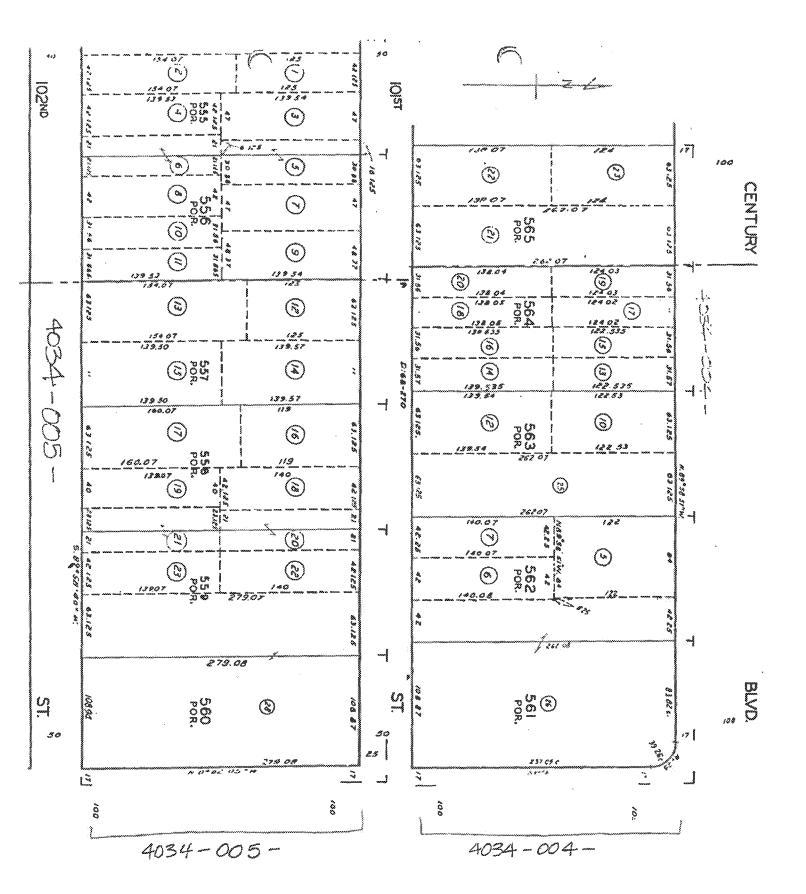
b. asbestos removal

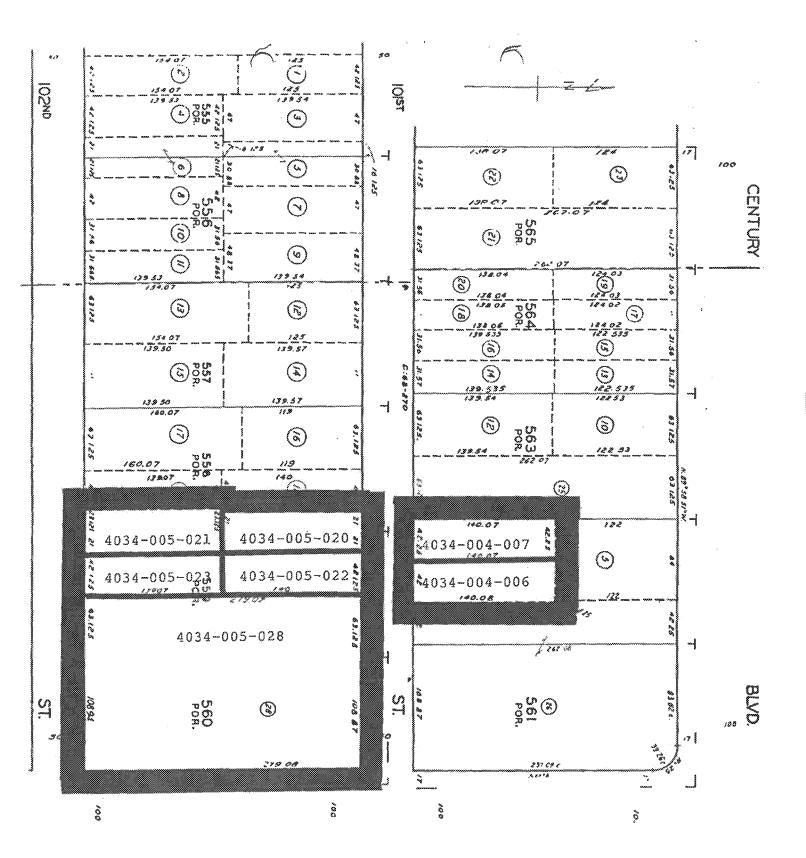
c. demolition removal

\$10,000





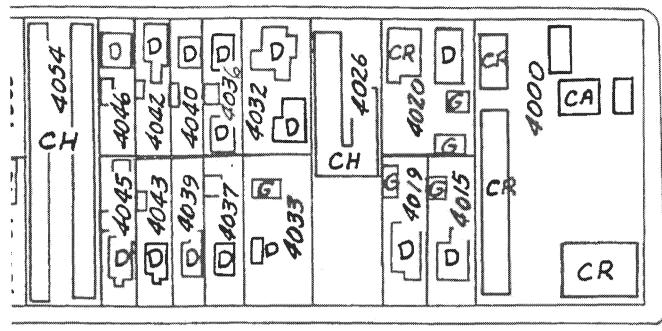






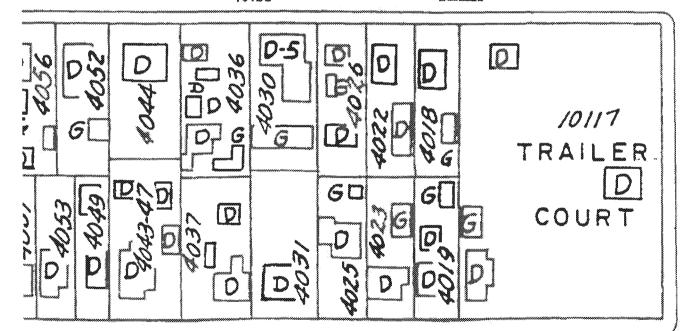
CENTURY

BOULEVARD



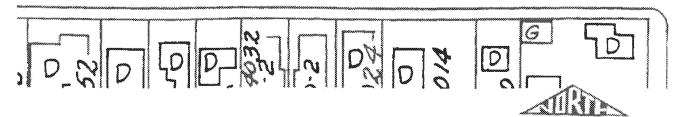
101st

STREET



102nd

STREET



PRAIRIE

AVENUE