

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

FILE COPY

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 resale.

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, herein called the "Act", and/or the Aviation Safety and Noise Abatement 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
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, 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 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 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.

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

By: John P. Milligan  
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 15th day of June, 1993.

City of Inglewood, California  
Name of Sponsor

By: EDWARD VINCENT  
Sponsor's Designated Official  
Representative

(SEAL)

Attest: HERMANITA V. HARRIS Title: Edward Vincent, Mayor

Title: Hermanita V. Harris, City Clerk

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Howard Rosten, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor 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.

Dated at Inglewood, CA this 15th day of June, 1993.

HOWARD ROSTEN

Signature of Sponsor's Attorney

MANCHESTER

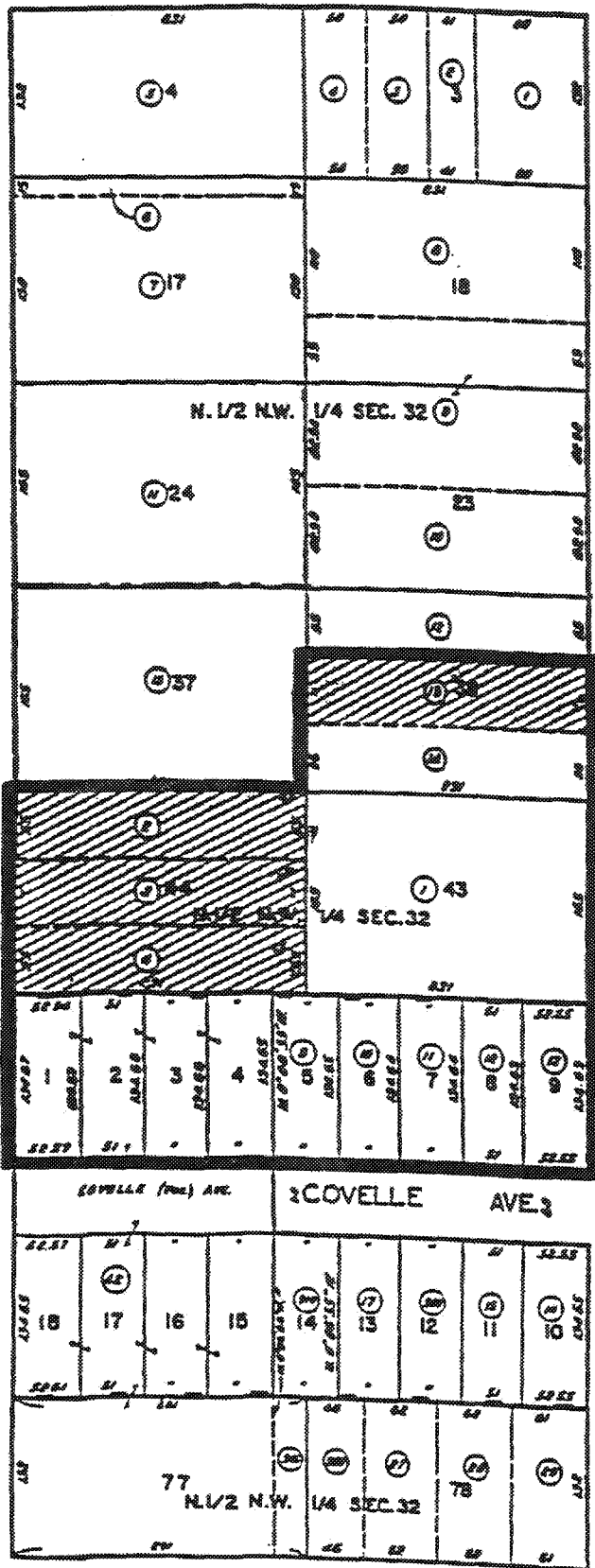
BLVD.

EXHIBIT "B-1"

OLIVE ST.

AVE. E

AVE. E



A.P.N./ (ADDRESS)

- 4126-007-002/404 S. Hindry Ave.
- 4126-007-003/406 S. Hindry Ave.
- 4126-007-004/408 S. Hindry Ave.
- 4126-008- 013/353 S. Glasgow Ave.

■ SITE NO.13 BOUNDARY

▨ PARCELS TO BE ACQUIRED WITH FAA GRANT "ND"

HINDRY

GLASGOW

HILLCREST BLVD.

## ASSURANCES

### Noise Compatibility Program Projects Undertaken by Nonairport Sponsors

#### A. General.

1. 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.
3. 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

- 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.
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- f. National Historic Preservation Act of 1966 – Section 106 – 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 – 16 U.S.C. 469 through 469c.
- h. Flood Disaster Protection Act of 1973 – Section 102(a) – 42 U.S.C. 4012a.
- i. Rehabilitation Act of 1973 – 29 U.S.C. 794.
- j. Civil Rights Act of 1964 – Title VI – 42 U.S.C. 2000d through d-4.
- k. Aviation Safety and Noise Abatement Act of 1979, 49 U.S.C. 2101, et seq.
- l. 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

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

- 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.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near which the project may be located.
8. **Accounting System, Audit, and Recordkeeping Requirements.**
  - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount and nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
  - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than 6 months following the close of the fiscal year for which the audit was made.
9. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a—276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
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.
13. **Operation and Maintenance.** It will suitably operate and maintain noise program implementation items that it owns or controls upon which Federal funds have been expended.
14. **Hazard Prevention.** It will protect such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) by preventing the establishment or creation of future airport hazards on property owned or controlled by it or over which it has land use jurisdiction.



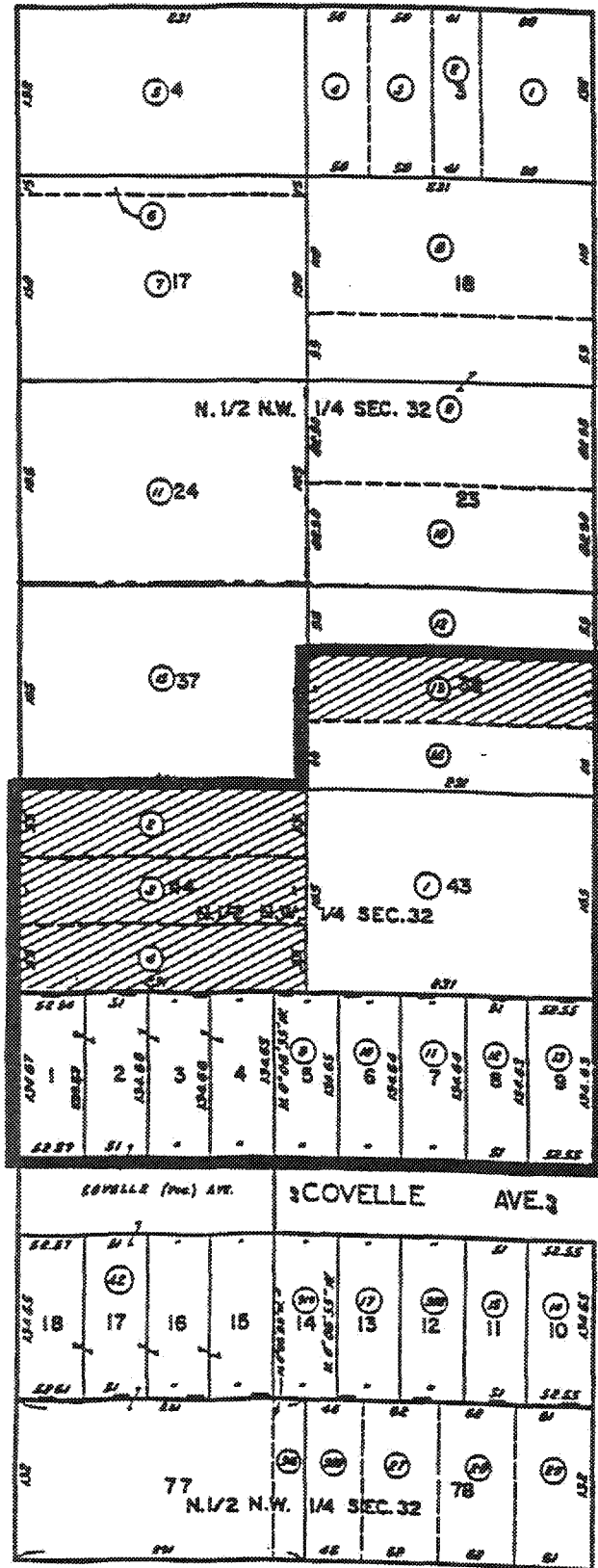
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GLASGOW

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EXHIBIT "B-1"

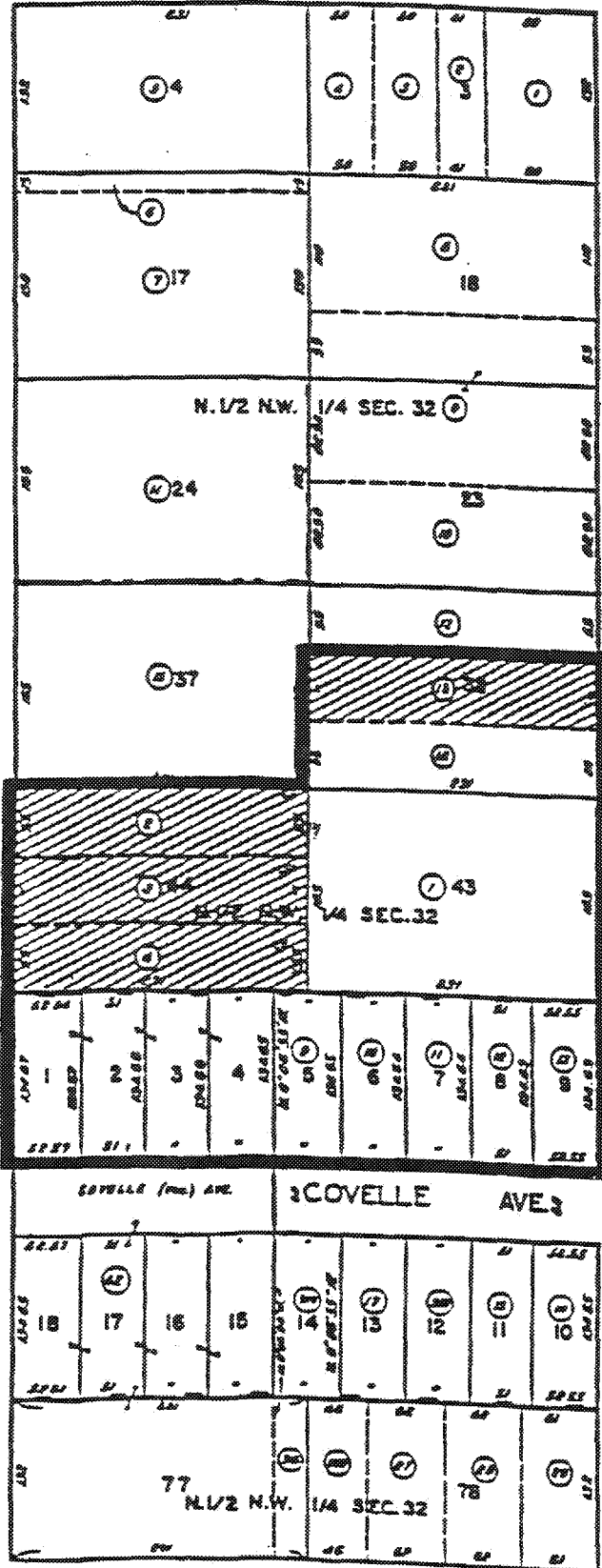
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MANCHESTER

BLVD.

EXHIBIT "B-1"

OLIVE ST.

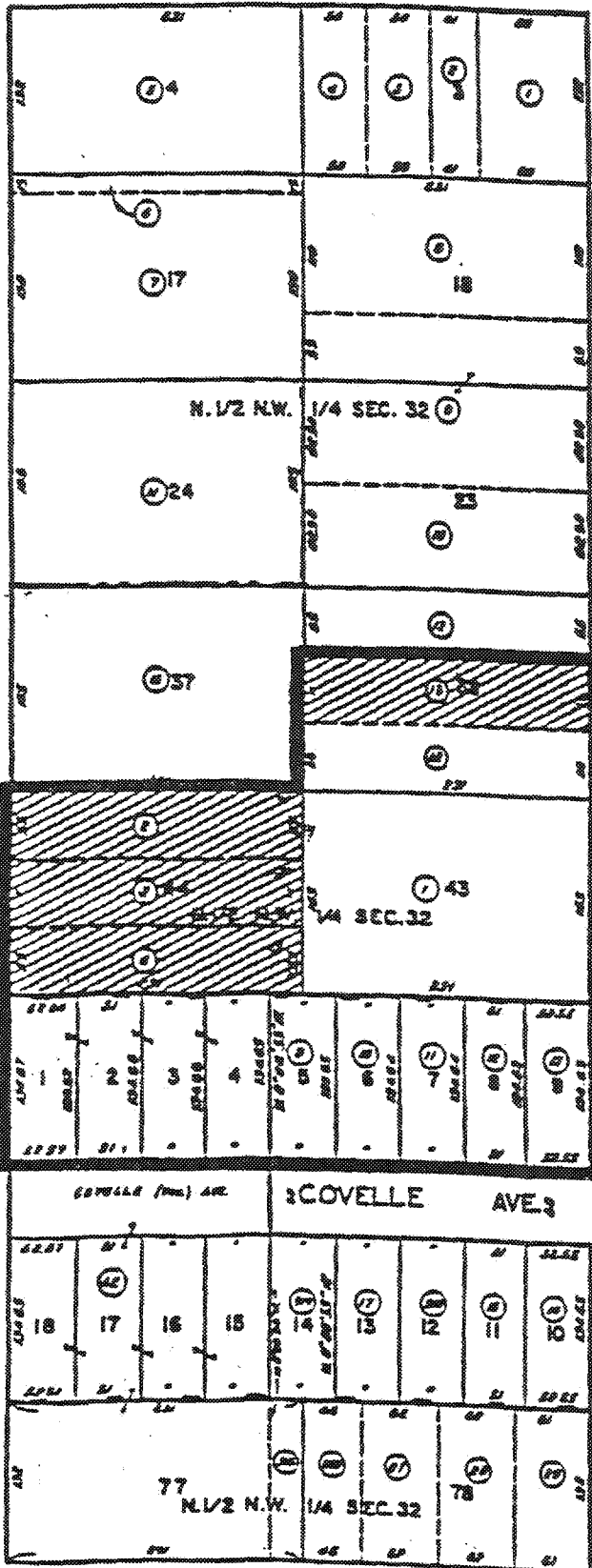
FAA "ND"

K1

P-695

AVE. 2

AVE. 2



A.P.N./ (ADDRESS)

- 4126-007-002/404 S. Hindry Ave. 12
- 4126-007-003/406 S. Hindry Ave. 12
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45

■ SITE NO. 13 BOUNDARY

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

C O P Y

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Date of Offer MAY 3 1993

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FROM: The United States of America (acting through the Federal Aviation  
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\$3,000,000.00	for airport development or noise program implementation

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of 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 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 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.

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

By: John P. Milligan  
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

(SEAL)

By: \_\_\_\_\_  
Sponsor's Designated Official  
Representative

Attest: \_\_\_\_\_ Title: \_\_\_\_\_

Title: \_\_\_\_\_

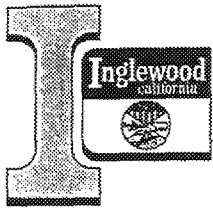
CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor 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.

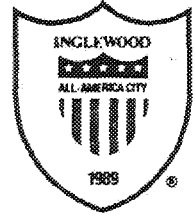
Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

\_\_\_\_\_  
Signature of Sponsor's Attorney



CITY OF INGLEWOOD CALIFORNIA  
ONE MANCHESTER BOULEVARD / INGLEWOOD, CALIFORNIA 90301-1750

FAX (310) 412-5188



The Inglewood Redevelopment Agency  
(310) 412-5290

NOTICE OF RECEIPT

FILE COPY

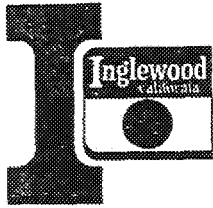
I, Ruben Cabalbag, hereby received from the City of Inglewood one check in the amount of \$1,388,000 (Check No. 093156) and one check in the amount of \$18,977.34 (Check No. 093157). Both checks are made out to the order of the Department of Transportation - Federal Aviation Administration.

*Ruben Cabalbag*

\_\_\_\_\_  
Ruben Cabalbag

*11/20/95*

\_\_\_\_\_  
Date



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

**FILE COPY**

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

Dear Mr. Cabalbag:

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.

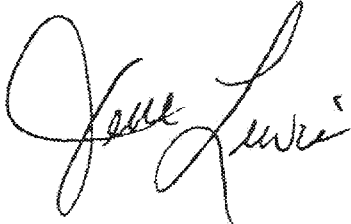
November 17, 1995  
Ruben Cabalbag  
Page 2 of 2

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)

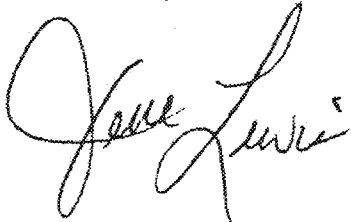
November 17, 1995  
Ruben Cabalbag  
Page 2 of 2

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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)

ND

**DO NOT CASH THIS CHECK UNLESS YOU SEE PROTECTED IN BACKGROUND AND CHECK PROTECT ON REVERSE SIDE**

**CITY OF INGLEWOOD CALIFORNIA**  
 ONE MANCHESTER BOULEVARD / INGLEWOOD, CALIFORNIA 90301  
 (310) 412-5365

093157

DATE 10-12-95

16-144  
1222  
00000093157

PAY TO THE ORDER OF

**DEPT. OF TRANSPORTATION-  
 FEDERAL AVIATION ADMIN  
 P.O. BOX 92007 MWPC  
 LOS ANGELES, CA 90009**

**FILE COPY**

**\$18,977.34**

AMOUNT

VOID AFTER 180 DAYS

**IMPERIAL BANK**  
Los Angeles Airport Regional Office  
 9920 S. La Cienega Blvd., Inglewood, CA 90301

BY *Neil A. Pines*  
*3/10/96*  
*Neil A. Pines*

⑈093157⑈ ⑆122201444⑆ ⑈09⑈080 007⑈

INVOICE NO.	DATE	P.O. NUMBER	CODE	AMOUNT
	10-12-95		001 001 0101 0025	18,977.34
CITY OF INGLEWOOD			VENDOR #	TOTAL
1 MANCHESTER BLVD. INGLEWOOD, CA 90301 (310) 412-5365			260630	18,977.34

093157

ALL DOCS. BEING COMPILED

NO PROPERTY ACTIVITY

NO ACTIVITY

WILL REFUND \$

GRANT NO.	ADDRESS/AFN	GRANT DEED	TITLE INSURANCE	TITLE CERT.	SUBMITTED TO FAA
N9	3901 WEST 102ND ST. 4032-001-040 SITE NO. 14	✓	✓		
N9	721 S. GLASGOW AVE. 4126-014-036 SITE NO. 12	✓	✓		
N9	729 S. GLASGOW AVE. 4126-014-037 SITE NO. 12	✓	✓		
N9	733 S. GLASGOW AVE. 4126-014-042 SITE NO. 12	✓	✓		
N9	737 S. GLASGOW AVE. 4126-014-043 SITE NO. 12	✓	✓		
N9	916 W. SPRUCE ST. 4126-014-023 SITE NO. 9	✓	✓		
N9	920 W. SPRUCE ST. 4126-014-024 SITE NO. 9	✓	✓		
N9	924 W. SPRUCE ST. 4126-014-025 SITE NO. 9	✓	✓		
N9	928 W. SPRUCE ST. 4126-014-026 SITE NO. 9	✓	✓		
N9	932 W. SPRUCE ST. 4126-014-027 SITE NO. 9	✓	✓		
ND	404 S. HINDRY AVE. 4126-007-002				
ND	406 S. HINDRY AVE. 4126-007-003				
ND	408 S. HINDRY AVE. 4126-007-004				
ND	353 S. GLASGOW AVE. 4126-008-013				
NG	10117 PRAIRIE AVE. 4034-005-028				07-13-95
NG	4015 W. 101ST ST. 4034-004-006				
NG	4018 W. 101ST ST. 4034-005-022				
NG	4019 W. 101ST ST. 4034-004-007				
NG	4022 W. 101ST ST. 4034-005-020				
NG	4019 W. 102ND ST. 4034-005-023				
NG	4023 W. 102ND ST. 4034-005-021				

\$ 3,027.04  
ND

14-19C.F.A.A.I

NB

359 S. GLASGOW

NB

401-409 S. GLASGOW



CITY OF INGLEWOOD



INTER-DEPARTMENTAL COMMUNICATION

FILE COPY

DATE: October 6, 1995  
TO: Greg Pereira, Accounting Manager  
FROM: <sup>JK</sup> Jesse Lewis, Redevelopment Director  
SUBJECT: FAA Grant

According to the Federal Aviation Administration (FAA), the City withdrew funds from FAA Grant "ND" to acquire properties as part of the City's noise abatement program. Based on an internal review by staff of the City's acquisition records, the properties located at 359 and 401-409 South Glasgow Avenue have not been acquired by the City. FAA has been informed of this situation and has suggested that the funds drawn down from the "ND" grant associated with the acquisition of the Glasgow Avenue properties be returned to FAA and to include any interest generated by the funds. Therefore, please prepare a check in the amount of the funds involved in the acquisition of said properties. Any questions you may have can be answered by David Lamdagan at ext. 5289.

**C-O-P-Y**

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.

HHS Acct: 6K68B  
 HHS Pin : 1 956 000 728 A2  
 Contact : Otis Ginoza  
 Phone : (310)412-5290

W O R K S H E E T  
 City Of Inglewood  
 Inglewood Redevelopment Agency (CA) (CA)  
 LOC No. 69-00-4021 (IN)

09/26/95  
 LCPO004.PRG

Page 1

AIRPORT SITE / CONTRACT / DOC ID A.I.P. NUMBER / APPR	OPENING/ DRAWDOWNS	DATE	NO.	CURRENT BALANCE
--	-----------------------	------	-----	--------------------

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)				
3-06-0139-NB / 0841 (92-20731)	\$ 3,000,000.00	08/23/94	AM4	\$ 2,985,822.00
	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)				
3-06-0139-ND / 0841 (93-20764)	\$ 3,000,000.00	11/05/93	AM5	\$ 1,603,668.00
	5,305.00-	06/20/95	14	
	1,391,027.00-	07/26/95	16	

AIP TOTAL: \$ 1,603,668.00  
 =====

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	

AIP TOTAL: \$ 1,536,223.80  
 =====

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  
 =====

LOC TOTAL: \$ 7,462,571.80  
 =====

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

**OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS**

1. Federal Agency and Organizational Dept: of Transportation Federal Aviation Admin.  
 2. Federal Grant No. or Other Identifying Number 3-06-0139-ND

3. Type of Request  
 Final  
 Partial

4. Basis of Request  
 Cash  
 Accrued Expenditure

5. Partial Payment Request No. TWO

6. Employer Identification No. 95-6000728

7. Grantee Account No. or Identifying No. DTFA 08-93-6-20764

8. Period Covered (Month, Day, Year)  
 FROM 06 01 95 TO 06 30 95

9. Name of Grantee Organization  
 City of Inglewood  
 STREET NO. AND NAME  
 One Manchester Blvd.  
 CITY STATE ZIP CODE  
 Inglewood, California 90301

10. Name of Payee (if different than item 9)  
 STREET NO. AND NAME  
 CITY STATE ZIP CODE

**11. STATUS OF FUNDS**

CLASSIFICATION	PROGRAMS — FUNCTIONS — ACTIVITIES			TOTAL
	(1)	(2)	(3)	
a. Administrative expense	\$ 1,066.83		\$	\$
b. Preliminary expense				
c. Land, structures, right-of-way	1,735,000.00			
d. Architectural engineering basic fees				
e. Other architectural engineering fees				
f. Project inspection fees				
g. Land development				
h. Relocation expense				
i. Relocation payments to indiv. and businesses	3,735.00			
j. Demolition and removal				
k. Construction and project improvement cost				
l. Equipment				
m. Miscellaneous cost	5,613.75			
n. Total cumulative to date (Sum of Lines a-m)	1,745,415.58			
o. Deductions for program income				
p. Net cumulative to date (Line n minus Line o)	1,745,415.58			
q. Federal share to date	1,396,332.46			
r. Rehabilitation grants (100% reimbursement)				
s. Total Federal share (Sum of Lines q and r)	1,396,332.46			
t. Federal payments previously requested	5,305.42			
u. Amount requested for reimbursement	\$ 1,391,027.04	This is for informational purposes only amounts already drawn.		\$
v. Percent of project completed	% 47	% Noise abatement project		%

12. CERTIFICATION - I certify that to the best of my knowledge and belief the billed costs of disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the grant.

SEP 12 1995

a. GRANTEE

b. STATE, LOCAL, OR FEDERAL GOVERNMENT REPRESENTATIVE

Name Tony Debellis

Name Jesse Lewis

Title Deputy City Manager

Telephone No. (310) 412-5230

Title Redevelopment Director

Telephone No. (310) 412-5290

Signature of Authorized Official

Date 9/1/95

Signature of Authorized Official

Date 9/5/95

**OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS**

1. Federal Agency and Org. Element  
 Dept. of Transportation  
 Federal Aviation Admin.

Federal Grant No. or Other Identifying Number  
 3-06-0139-N9

3. Type of Request  
 Final  
 Partial

4. Basis of Request  
 Cash  
 Accrued Expenditure

5. Partial Payment Request No.  
 Two

6. Employer Identification No.  
 95-600072B

7. Grantee Account No. or Identifying No.  
 DTFA08-91-C-20672

8. Period Covered (Month, Day, Year)  
 FROM 07 01 92 TO 04 25 94

9. Name of Grantee Organization  
 City of Inglewood - Redevelopment Agency  
 STREET NO. AND NAME  
 One Manchester Blvd.  
 CITY STATE ZIP CODE  
 Inglewood CA 90301

10. Name of Payee (If different than item 9)  
 STREET NO. AND NAME  
 CITY STATE ZIP CODE

11. STATUS OF FUNDS

CLASSIFICATION	PROGRAMS — FUNCTIONS — ACTIVITIES			
	(1)	(2)	(3)	TOTAL
a. Administrative expense	\$	\$	\$	\$
b. Preliminary expense				
c. Land, structures, right-of-way	3,677,544.25			
d. Architectural engineering basic fees				
e. Other architectural engineering fees				
f. Project inspection fees	2,805.00			
g. Land development				
h. Relocation expense				
i. Relocation payments to indiv. and businesses	196,556.52			
j. Demolition and removal				
k. Construction and project improvement cost				
l. Equipment				
m. Miscellaneous cost	66,870.00	* Represents contract services ongoing over life of project.		
n. Total cumulative to date (Sum of Lines a-m)	3,943,775.77			
o. Deductions for program income				
p. Net cumulative to date (Line n minus Line o)	3,943,775.77			
q. Federal share to date	3,155,020.62			
r. Rehabilitation grants (100% reimbursement)				
s. Total Federal share (Sum of Lines q and r)	3,155,020.62			
t. Federal payments previously requested	1,914,181.00			
u. Amount requested for reimbursement	\$ 1,240,839.00	* This is for informational purposes only - amount already drawn.		
v. Percent of project completed	% 63	* Noise abatement project.		%

12. CERTIFICATION - I certify that to the best of my knowledge and belief the billed costs of disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the grant.

a. GRANTEE		b. STATE, LOCAL, OR FEDERAL GOVERNMENT REPRESENTATIVE	
Name Tony DeBellis	Telephone No. 310-412-5230	Name Jesse Lewis	Telephone No. 310-412-5290
Title Deputy City Manager	Date 5/4/94	Title Redevelopment Director	Date 5/4/94
Signature of Authorized Official <i>Tony DeBellis</i>		Signature of Authorized Official <i>Jesse Lewis</i>	

**OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS**

1. Federal Agency and Organizational Element  
 Dept. of Transportation  
 Federal Aviation Admin.

3. Type of Request  
 Final  
 Partial

4. Basis of Request  
 Cash  
 Accrued Expenditure

5. Partial Payment Request No.  
 One

6. Employer Identification No.  
 95-6000720

7. Grantee Account No. or Identifying No.  
 DTFA08-91-C20672

8. Period Covered (Month, Day, Year)  
 FROM 07 | 01 | 92 TO 01 | 31 | 94

9. Name of Grantee Organization  
**City of Inglewood - Redevelopment Agency**  
 STREET NO. AND NAME  
**One Manchester Blvd.**  
 CITY STATE ZIP CODE  
**Inglewood CA 90301**

10. Name of Payee (if different than Item 9)  
**N/A**  
 STREET NO. AND NAME  
 CITY STATE ZIP CODE

**II. STATUS OF FUNDS**

CLASSIFICATION	PROGRAMS — FUNCTIONS — ACTIVITIES			TOTAL
	(1)	(2)	(3)	
a. Administrative expense . . . . .	\$	\$	\$	\$
b. Preliminary expense . . . . .				
c. Land, structures, right-of-way . . . . .	1,854,652.20			
d. Architectural engineering basic fees . . . . .				
e. Other architectural engineering fees . . . . .				
f. Project inspection fees . . . . .				
g. Land development . . . . .				
h. Relocation expense . . . . .				
i. Relocation payments to indiv. and businesses . . . . .	39,879.62			
j. Demolition and removal . . . . .				
k. Construction and project improvement cost . . . . .				
l. Equipment . . . . .				
m. Miscellaneous cost . . . . .	19,650.00	* Represents contract services ongoing over life of project.		
n. Total cumulative to date (Sum of Lines a-m) . . . . .	1,914,181.82			
o. Deductions for program income . . . . .				
p. Net cumulative to date (Line n minus Line o) . . . . .	1,914,181.82			
q. Federal share to date . . . . .	1,531,345.46			
r. Rehabilitation grants (100% reimbursement) . . . . .				
s. Total Federal share (Sum of Lines q and r) . . . . .	1,531,345.46			
t. Federal payments previously requested . . . . .	0			
u. Amount requested for reimbursement . . . . .	\$ 1,914,181.00	* This is for informational purposes only - amounts already drawn down.		
v. Percent of project completed . . . . .	% 39	* Noise abatement project.		%

12. CERTIFICATION - I certify that to the best of my knowledge and belief the billed costs of disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the grant.

a. GRANTEE		b. STATE, LOCAL, OR FEDERAL GOVERNMENT REPRESENTATIVE	
Name <b>Tony DeBellis</b>		Name <b>Jesse Lewis</b>	
Title <b>Deputy City Manager</b>	Telephone No. <b>310-412-5230</b>	Title <b>Redevelopment Director</b>	Telephone No. <b>310-412-5290</b>
Signature of Authorized Official <i>Tony DeBellis</i>	Date <b>5/4/94</b>	Signature of Authorized Official <i>Jesse Lewis</i>	Date <b>5/4/94</b>

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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 provided a forum to study all feasible actions to achieve noise compatibility and to provide a final plan which optimizes these actions; and

WHEREAS, on June 6, 1984 the Board of Airport Commissioners for the City of Los Angeles 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 eight grant agreements totaling \$24,616,000.

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 ninth 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.

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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 \_\_\_\_\_, 1993.

\_\_\_\_\_  
MAYOR

ATTEST

\_\_\_\_\_  
CITY CLERK



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Western-Pacific Region

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

June 1, 1993

Mr. Tony De Bellis  
Deputy City Manager  
City of Inglewood  
One Manchester Blvd.  
Inglewood, CA 90301-1750

Dear Mr. De Bellis:

Thank you for your letter dated May 19, 1993, which answers the two questions that we asked in our letter to you of May 4, 1993. Our letter of May 4, 1993 was in response to your letter of April 2, 1993. Your letter of April 2, 1993, advised that the City of Inglewood plans to use land sale proceeds from the various FAA grants for future noise mitigation work outside established redevelopment areas and further went on to say that the administration of the noise mitigation program will be transferred to the City of Inglewood from the Inglewood Redevelopment Agency.

Based on the additional information in your letter dated May 19, 1993, your request to use land sale proceeds to acquire land for noise compatibility is within the framework established under the terms and conditions of the various grant agreements. Therefore, we would be agreeable to the use of land sale proceeds for this purpose. However, please be aware that any land that is acquired with Federal funds for noise compatibility purposes should be an element under an approved FAR Part 150 Noise Compatibility Plan for Los Angeles International Airport.

Your request to use land sale proceeds for soundproofing would require an amendment to the various grants agreements to allow land sale proceeds to be used for this purpose. We believe that amending grants for this purpose is not advantageous and in addition we feel that it would be administratively difficult to track. We urge the City of Inglewood to exhaust all land sale proceeds for its land use conversion program and to accomplish soundproofing with future FAA grants or with other future funding sources. In connection with future soundproofing work to be considered for FAA funds, we suggest that the City of Inglewood submit a preapplication for Federal assistance under the Airport Improvement Program.

Finally, your request for FAA approval to transfer the noise program administration from the Inglewood Redevelopment Agency to City of Inglewood is hereby granted.

PLANNING DIVISION

JUN 1 1993

RECEIVED

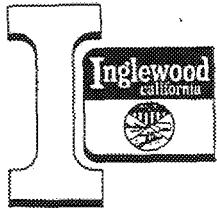
If you or your staff have any questions or need additional information please feel free to give us a call at (310) 297-1701.

Sincerely,



Ruben C. Cabalbag  
Airport Program Engineer

John P. Milligan  
Supervisor, Standards Section



CITY OF INGLEWOOD CALIFORNIA  
ONE MANCHESTER BOULEVARD / INGLEWOOD, CALIFORNIA 90301-1750  
FAX (213) 412-8788



FILE COPY

March 26, 1993

John Milligan  
Federal Aviation Administration  
Western-Pacific Region  
P. O. Box 92007, WWPC  
Los Angeles, California 90009

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

Dear Mr. Milligan:

The City of Inglewood is requesting that FAA revise the project application to reflect a change in the scope of the project description. Instead of acquiring seven properties located within Site No. 18, 19, 20, and 21, the City of Inglewood requests to use the grant to acquire four properties located within Site No. 13. The change to the scope of the project will not in any way result in an increase above the \$3,000,000 allocated under the FAA Grant No. 3-06-0139-ND.

By acquiring the four properties within Site No. 13, the City will be able to complete the removal of residential parcels in an area impacted by aircraft noise. As the area around Site No. 13 is converted from housing to commercial and light industrial uses, the remaining residential properties become subjected not only to aircraft noise but to an increase of commercial/industrial noise and traffic. Therefore, it is of paramount importance to the City to complete the acquisition of the remaining residential properties in the effected area.

A revised Exhibit "B-1" and an estimated cost breakdown to acquire the four properties as part of our request to revise the project application's project description is attached. Your consideration of our request is greatly appreciated.

Sincerely,

PDE:DL  
(7/100-ND)

OFFICE OF  
PAUL D. ECKLES  
CITY MANAGER

TELEPHONE: 310/412-5301

EXHIBIT "B-1"

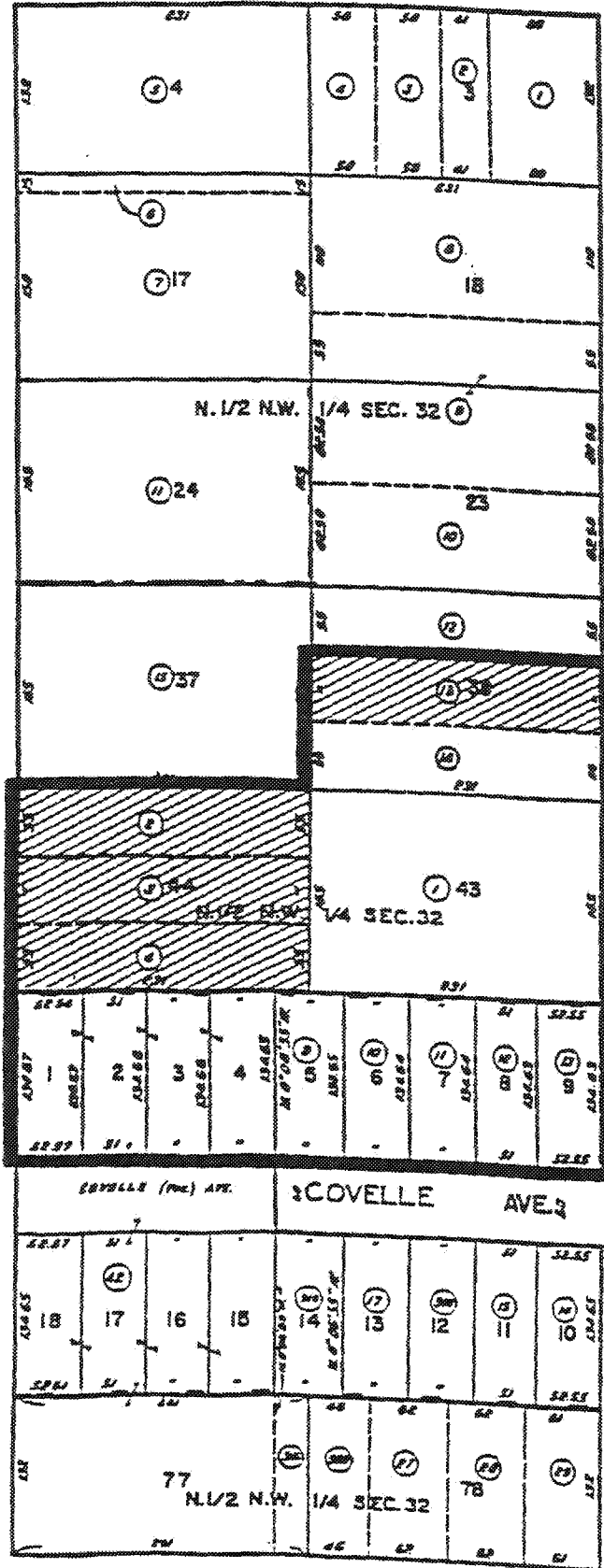
MANCHESTER

BLVD.

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A.P.N./ (ADDRESS)

- 4126-007-002/404 S. Hindry Ave.
- 4126-007-003/406 S. Hindry Ave.
- 4126-007-004/408 S. Hindry Ave.
- 4126-008- 013/353 S. Glasgow Ave.

■ SITE NO.13 BOUNDARY

▨ PARCELS TO BE ACQUIRED WITH FAA GRANT "ND"

HINDRY

GLASGOW

HILLCREST BLVD.

**PROPERTY DESCRIPTION**

ADDRESS A.P.N. NO. OF UNITS	FEDERAL AVIATION ADM. INCIP NO. GRANT NO.	SITE NO.
404 SO. HINDRY AVE. 4126-007-002 12 UNITS	INCIP III 0-06-0139-ND	13
406 SO. HINDRY AVE. 4126-007-003 12 UNITS	INCIP III 0-06-0139-ND	13
408 SO. HINDRY AVE. 4126-007-004 10 UNITS	INCIP III 0-06-0139-ND	13
353 SO. GLASGOW AVE. 4126-008-013 11 UNITS	INCIP III 0-06-0139-ND	13

**PROPERTY COST BREAK DOWN**

SITE NO. WORK ACTIVITIES	TOTAL ESTIMATED COST	SPONSOR'S FUNDS	FUNDS REQUESTED
404 SO. HINDRY AVE. - ACQUISITION - RELOCATION - DEMOLITION - SUBTOTAL	\$ 840,000 240,000 30,000 <u>1,110,000</u>	\$168,000 48,000 6,000 <u>222,000</u>	\$672,000 192,000 24,000 <u>\$888,000</u>
406 SO. HINDRY AVE. - ACQUISITION - RELOCATION - DEMOLITION - SUBTOTAL	\$ 840,000 240,000 30,000 <u>\$1,110,000</u>	\$168,000 48,000 6,000 <u>\$222,000</u>	\$672,000 192,000 24,000 <u>\$888,000</u>
408 SO. HINDRY AVE. - ACQUISITION - RELOCATION - DEMOLITION - SUBTOTAL	\$700,000 200,000 25,000 <u>\$925,000</u>	\$140,000 40,000 5,000 <u>\$185,000</u>	\$560,000 160,000 20,000 <u>\$740,000</u>
353 SO. GLASGOW AVE. - ACQUISITION - RELOCATION - DEMOLITION - SUBTOTAL	\$ 770,000 220,000 27,500 <u>\$1,017,500</u>	\$154,000 44,000 5,500 <u>\$203,500</u>	\$616,000 176,000 22,000 <u>\$814,000</u>
SUBTOTAL	\$4,162,500	\$832,500	\$3,330,000
LAND SALE PROCEEDS	\$0	\$0	<\$330,000>
TOTAL	\$4,162,500	\$832,500	\$3,000,000

4126-007-002  
4126-007-003  
4126-007-004  
4126-008-013



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Western-Pacific Region

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

February 1, 1993

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

Dear Mr. Lewis:

In response to the request of the City of Inglewood, it is a pleasure to advise you that the Federal Aviation Administration (FAA) has allocated \$3,000,000 under the Fiscal Year 1993 Airport Improvement Program (AIP) for noise program implementation. This project, designated AIP 3-06-0139-ND, is programmed only for the following specific development:

Acquire land for noise compatibility within Site No. 18, 19, 20 and 21 (approx. 7 parcels), to provide for relocation, removal of improvements and resale.

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

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

Failure of the Sponsor to conform to the Schedule and Grant Offer date, as established, may result in the withdrawal of this Allocation.

Sincerely,

John P. Milligan  
Supervisor, Standards Section



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Western-Pacific Region

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

January 11, 1993

Dear Airport Sponsor:

The Airway and Airway Improvement Act (AAIA) of 1982, as amended, has been amended further by the Airport and Airway Safety, Capacity, Noise Improvement, and Intermodal Transportation Act of 1992. The 1992 Act, which was signed by the President on October 31, makes several changes to the disadvantaged business enterprise (DBE) provisions.

The purpose of this letter is to discuss how we plan to implement the changes and to advise you on other DBE program matters. Paragraph number 1 below applies to all sponsors having a DBE program covering FAA-assisted contracting. Paragraphs 2 and 3 apply only to primary airports.

1. Cap for Small Business Concerns.

The 1992 Act amended Section 505(d) of the AAIA to adjust the cap for small business concerns for inflation to \$16,015,000, expressed as an annual average of gross receipts over the preceding 3 years. Any firm, including its affiliates, that earns gross receipts in excess of this figure is ineligible for certification or recertification as a DBE under 49 CFR Part 23, regulations of the U.S. Department of Transportation.

The \$16,015,000 cap applies only to contracts funded with the Airport Improvement Program grants. This cap is not used in making size determinations of airport concessionaires. Size standard for concessionaires are found in Subpart F to 49 CFR Part 23.

The \$16,015,000 cap is effective immediately and supersedes the previous cap, which was set at \$15,370,000. This action further amends the definition of "small business concerns" in 49 CFR Part 23.61.

Please apply the \$16,015,000 cap and the size standards of the Small Business Administration (SBA), found in 13 CFR Part 121, in accordance with the procedures outlined in the FAA's "DBE Program Development Kit" (May 1989). The size standards in 13 CFR Part 121, which are reproduced in Appendix 9 to the "Kit" are not affected by this change.



However, we point one recent adjustment made by the SBA. By Federal Register notice dated June 23, 1992 (57 F.R., Vol. 121), Standard Industrial Classifications 7371 through 7379, relating to computer services, have been changed to \$14.5 million.

2. Changes to DBE Concession Provisions.

The amendments to the AAIA also include changes to the DBE concession provisions. At this time, the FAA is reviewing the legislation to determine whether any of these changes can be implemented prior to issuing a regulation. We will advise you in the event that we decide to proceed in that way. In the interim, please continue to adhere to current guidance, as set forth in Subpart F to Part 23 and the "Sample DBE Concession Plan", which was forwarded to you recently.

3. Definition of Socially and Economically Disadvantaged Individuals.

Please note an error in the definition of "Asian Pacific Americans" on Page 15 of the "Sample DBE Concession Plan". Enclosed is a corrected copy of that page (which now extends to two pages). You should incorporate this change into your plan. If your plan has been approved, you need not resubmit it to us.

If you have any question, please contact Mr. Rudy Andrade of my staff at (310) 297-1445.

Sincerely,

*for Rudy Andrade*

Judith A. Crosby  
Manager, Civil Rights Staff

Enclosure

Socially and Economically Disadvantaged Individuals

Reference:

Section 23.89

1. Any person having a current Section 8(a) certification from the Small Business Administration is considered to be socially and economically disadvantaged.
2. The airport sponsor makes a "rebuttable presumption" that individuals in the following groups\* who are citizens of the United States (of lawfully permanent residents) are socially and economically disadvantaged:
  - a. Women;
  - b. Black Americans, which includes persons having origins in any of the Black racial groups of Africa;
  - c. Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Central, or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - d. Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - e. Asian-Pacific Americans, which includes persons whose origins are from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palua), Republic of the Marshall Islands, Federated States of Micronesia, or the Commonwealth of the Northern Marianas Islands, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru; and
  - f. Asian-Indian Americans, which includes persons whose origins are from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands or Nepal.
  - g. Members of other groups found to be disadvantaged by the SBA under section 8(a) of the Small Business Act.

\* These groups were changed by an amendment to the SBA's regulations 13 CFR Part 124 published on August 21, 1989 (See Federal Register at 54 F.R. 34692).

The airport sponsor generally assumes that business owners who fall into one of these groups are socially and economically disadvantaged. Their disadvantaged status generally will not be investigated, unless a third-party challenge is made. Page 16 provides information on challenges procedures.

3. The airport sponsor also may determine, on a case-by-case basis, that other individuals are socially and economically disadvantaged. For example, a disabled Vietnam veteran, an Appalachian white male, or another individual may claim to be disadvantaged. If such individual requests that his or her firm be certified as a DBE, the airport sponsor, as part of the certification process, will determine whether that individual is socially and economically disadvantaged under the criteria in Appendix C to Subpart D. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

-----  
From: DLambdgn  
To: JLewis  
Fwd: JLewis -> DLambdgn  
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FILE COPY

NOTE 12/08/92 4:19pm  
As requested, I have contacted the FAA regional office and tentatively scheduled a meeting with them on Dec. 16, 1992 (Wednesday) at 9:00 a.m. in the Agency conference room. The meeting will be for the purpose of establishing the Agency's property acquisition priority list for the current Federal fiscal year (Oct. 1, 1992 thru Sept. 30, 1993) based on . In addition, John Milligan and Ruben Cabalbag would be available to answer any questions and clarifying any points that the Agency would have regarding amending existing grants, reimbursement process, grant close out procedure, ect.

If the tentative meeting date and time is acceptable to you, I will inform the following persons and inform them of the meeting:

- Gregory Pereira (Finance)
- Pamela (Finance)
- Alan Wolken
- Mike Shannon

If there is anyone else whom you would like at the meeting, please inform me and I'll notify them of the meeting. Ruben will confirm the date and time from their end by Dec. 14th, when John returns from vacation.

Comments by JLewis 12/08/92 5:04pm  
good job - confirm and let's discuss.  
I don't think anyone else needs to attend.  
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DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION  
NOTICE OF PREAPPLICATION REVIEW ACTION

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

Los Angeles International Airport

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

Reference Your Preapplication

Number PFA 92-2

Dated: May 6, 1992

1. We have reviewed your preapplication for Federal assistance under Airport Improvement Program and have determined that your proposal is:  
 eligible for funding by this agency and can compete with similar applications from other grantees.  
 eligible but does not have the priority necessary for further consideration at this time.  
 not eligible for funding by this agency.
2. Therefore, we suggest that you:  
 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. Based upon the funds available for this program over the last two fiscal years and the number of applications reviewed, or pending, we anticipate that funds for which you are competing may be available after (month, year) 1/93.
4. You requested \$ 57,817,280.00 Federal funding in your preapplication form, and we:  
See remarks are agreeable to consideration of approximately this amount in the formal application.  
 \_\_\_\_\_ will need to analyze the amount requested in more detail.
5. A preapplication conference will be  necessary \_\_\_\_\_ not necessary. We are recommending that it be held at FAA Regional Office, on to be determined at a later date, at \_\_\_\_\_ a.m./p.m. Please contact the undersigned for confirmation.
6. Enclosures: \_\_\_\_\_ Forms \_\_\_\_\_ Instructions \_\_\_\_\_ Other (Specify) \_\_\_\_\_.
7. Other Remarks:
  - a. Due to limited Federal funds, we are agreeable in funding approximately \$3,000,000.00 of the PFA for FY-93. The balance of the request will be considered as Federal funds become available.
  - b. Please note that Federal funds totaling approximately \$3,000,000.00 was obligated under AIP 3-06-0139-N8, in FY-92 under this PFA.
  - c. If you have questions, please contact Ruben Cabalbag at (310) 297-1701.

Signature <u>John P. Milligan</u>	Title Supervisor	Date 11/25/92
Organizational Unit Standards Section	Administrative Office AWP-621	Telephone Number (310) 297-1029

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