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

GRANT AGREEMENT

Part I - Offer

Date of Offer SEP 19 1998

Los Angeles International Airport/Planning Area

Project No. 3-06-0139-NL

Contract No. DTFA08-96-C-21018

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:

Land for noise compatibility (approx. 3 parcels); relocation assistance for noise compatibility.

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

The maximum obligation of the United States payable under this offer shall be \$4,000,000.00. 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 \$4,000,000.00 for airport development or noise program implementation

- 2. The allowable costs of the project shall not include any costs determined by the PAA 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 September 30, 1996, 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 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 (7-94), incorporated hereto are hereby substituted in lieu of those in the sponsor's Project Application and made part hereof.

The Sponsor's acceptance i 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

John P. Milligan, Supervisor Standards Section

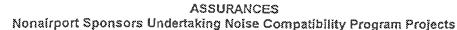
#### Part II - Acceptance

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.

20th day of \_\_\_\_\_SEP Executed this \_\_ Spomsor's Designated Official Representative Title: Paul D. Eckles, City Manager Avtest City Clerk Title: CERTIFICATE OF SPONSOR'S ATTORNEY 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 \_\_\_\_ this \_\_20th \_day of Signature of Sponsor's Attorney

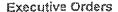


#### A. General.

- 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.
- 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 the project, but in any event not to exceed twenty (20) years from the date of the 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 1986 Section 108 18 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 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 U.S.C. 4151, et seq.
- n. Airport and Airways Improvement Act of 1982, as amended, 49 U.S.C. 2201, et seg.
- 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 Order 12372 - Intergovernmental Review of Federal Programs.

Executive Order 11246 - Equal Employment Opportunity

Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction

#### 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 to the Civil Rights Act of 1964.
- 49 CFR Part 23 Participation of minority business enterprise in Department of Transportation programs.
- d. 49 CFR Part 24 Uniform relocation assistance and real property acquisition regulation for Federal and federally assisted programs.
- e. 49 CFR Part 27 Non-Discrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.
- f. 49 CFR Part 29 Governmentwide debarment and suspension (non-procurement) and governmentwide requirements for drug-free workplace (grants).
- g. 49 CFR Part 30 Denial of public work contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- h. 29 CFR Part 1 Procedures for predetermination of wage rates.
- 29 CFR Part 3 Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- 29 CFR Part 5 Labor standards provisions applicable to contracts covering federally financed and assisted construction.
- k. 41 CFR Part 60 Office of Federal contract compliance programs, equal employment opportunity, Department of Labor (Federal and federally-assisted contracting requirements).
- 14 CFR Part 150 Airport noise compatibility planning.
- m. 49 CFR Part 41 Seismic safety of Federal and federally assisted or regulated new building construction.
- n. 49 CFR Part 20 New restrictions on lobbying.

#### Office of Management and Budget Circulars

- a. A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-128 Audits of State and Local Governments.

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

- 2. Responsibility and Authority of the Sponsor. It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- 3. Sponsor Fund Availability.
  - It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

- b. It has sufficient funds available to ensure operation and maintenance of Items funded under the grant agreement which it will own or control.
- 4. Good Title. For projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.
- 5. Preserving Rights and Powers.
  - a. It will not enter into any transaction, or take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
  - b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property, for which it holds good title and upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement, without approval by the Secretary. If the transferee is found by the Secretary to be eligible under the Airport and Airway Improvement Act of 1982 to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and making binding upon the transferee, all of the terms, conditions and assurances contained in this grant agreement.
  - c. For all noise compatibility projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that governmental unit. Except as otherwise specified by the Secretary, that agreement shall obligate that governmental unit to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility project. That agreement and changes thereto must be approved in advance by the Secretary.
  - 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 an 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 or 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 should 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 no later than six (6) months following the close of the fiscal year for which the audit was conducted.

- 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 project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in administrative, executive, 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.
- 15. Compatible Land Use. It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, it will not cause or permit any change in land use, within its jurisdiction that will reduce the compatibility, with respect to the airport, of the noise compatibility measures upon which Federal funds have been expended.
- 16. Reports and Inspections. It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. It will also make records and documents relating to the project, and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.

- 17. Civil Rights. It will comply with such rules as are promulgated, to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefitting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the sponsor retains ownership or possession of the property.
- 18. Engineering and Design Services. It will award each contract or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services as negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor.
- 19. Foreign Market Restrictions. It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

#### 20. Disposal of Land.

- For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund, or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.
- b. Disposition of such land under (a) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
- 21. Relocation and Real Property Acquisition. (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subparts D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

# EXHIBIT "B1" GRANT NO. 3-06-0139-N L

# CENTURY BOULEVARD

#### 102ND STREET

- A 3922 W. CENTURY BLVD. 4032-001-009 INCIP 2, SITE NO. 6 (PARTIAL)
- B 3921 W. 102ND ST. 4032-0010046 INCIP 2, SITE NO. 6 (PARTIAL)
- C 3939 W. 102ND ST. 4032-001-047 INCIP 1, SITE NO. 4 (PARTIAL)





U.S. Department of Transportation Federal Aviation Administration

Western-Pacific Region Airports Division P. O. Box 92007 Worldway Postal Center Los Angeles, CA 90009

SEP 19 1938

Jesse Lewis Redevelopment Director Inglewood Redevelopment Agency 1 Manchester Boulevard Inglewood, CA 90301-1750

Dear Mr. Lewis:

City of Inglewood AIP Project No. 3-06-0139-NL Grant Offer

The Los Angeles International Airport, Fiscal Year 1996 Airport Improvement Program No. AIP 3-06-0139-NL, Contract DTFA08-96-C-21018 has been approved. Enclosed are the original and four copies of a Grant Offer, under which the United States commits itself to participate in the allowable cost of the project not to exceed \$4,000,000.00.

Your acceptance of the Grant Offer will obligate the City of Inglewood 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

Inglewood, California, September 17, 1996

TO:

Mayor and City Council

FROM:

The Staff

SUBJECT:

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

Administration

This staff report requests that the City Council approve the execution of a Federal Aviation Administration (FAA) Grant Agreement for the 1995-1996 fiscal year, 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 twelve grants totaling \$35,923,593 from the FAA. The grants are disbursed by FAA on an annual basis to participants in its Airport Improvement Program. The funds are used to acquire parcels of land impacted by aircraft noise which are then recycled to noise compatible commercial and industrial land uses. Discussion

The 1995-1996 Grant will be used to recycle incompatible land uses within the Inglewood Noise Compatibility Project No. I and II (INCIP) areas to uses which are not noise sensitive. Staff has been advised that the 1995-1996 Grant Offer will be for \$4,000,000 to help the City to fulfill its obligation under the LAX Noise Control/Mitigation Program.

FAA Grant Agreements must be executed and/or approved for execution by the City before September 30th of each year 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 meet the deadline for the 1995-1996 Grant Agreement, FAA would need to prepare the agreement and

Mayor and City Council September 17, 1996 Page 2

have it approved and signed by the City Council, and returned to FAA on or before

September 30, 1996. 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

method for approval of grant offers has been used during past funding approvals.

The 1995-1996 FAA Grant Agreement will be nearly identical to the attached 1994-1995 FAA Grant Agreement which was executed by the City Manager on September 26, 1995.

#### Recommendation

It is recommended the that the City Council approve the execution of the FAA Grant Agreement for the 1995-1996 fiscal year, 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 David Lamdagan, Noise Abatement Specialist

#### Attachments:

Map
Sample Grant Agreement
Resolution

[15\96gnt]

#### RESOLUTION NO. 96-\_\_\_\_

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 optimize 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 twelve grant agreements totaling \$35,923,593.

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

 The City of Inglewood hereby approves the execution of a thirteenth 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.

-///

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.

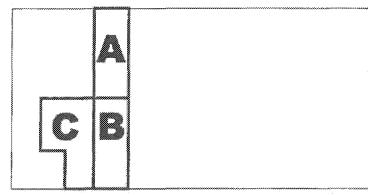
PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of September, 1996.

MAYOR

[14952-21]

# EXHIBIT "B1" GRANT NO. 3-06-0139-NL

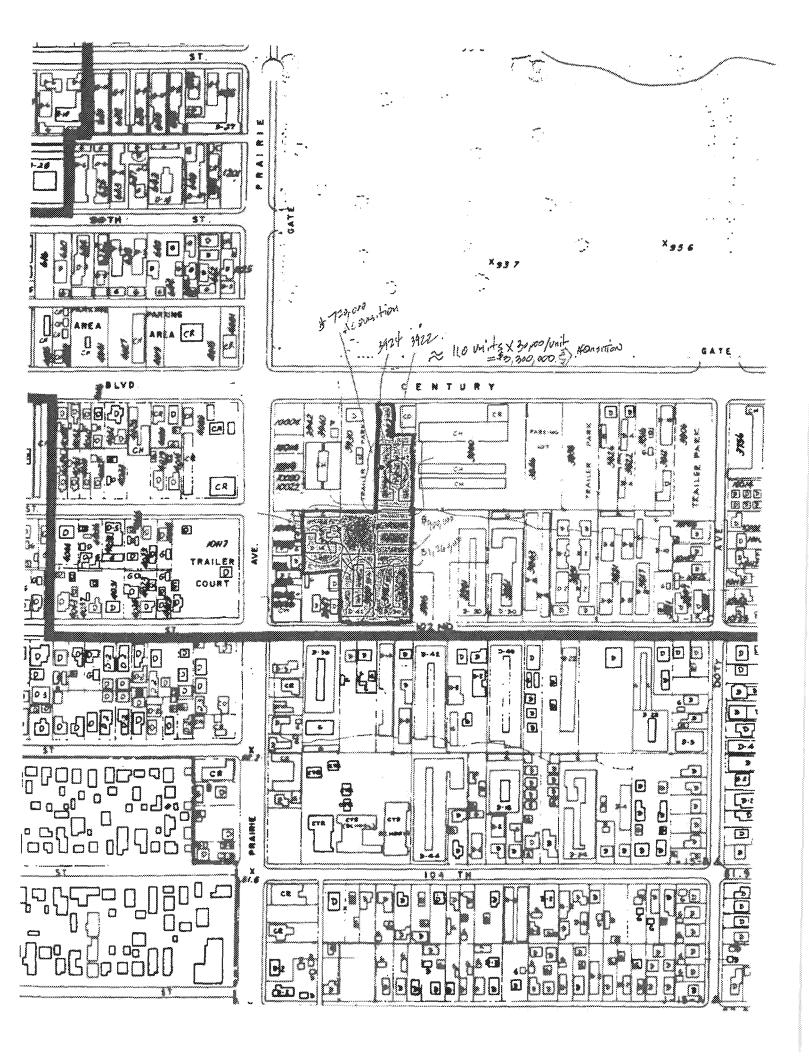
#### CENTURY BOULEVARD



#### 102ND STREET



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#### EXHIBIT B-2 GRANT NO. AIP 3-06-0139-N

### LAND RECYCLING COST BREAKDOWN

ITEMS O	WORK	TOTAL ESTIMATED	FAA	MATCHING
ADDRESS, APN & INCIP NO	DESCRIPTION	COST	FUNDS	FUNDS
3924 W. CENTURY	ACQUISITION	\$604,968	\$483,974	\$120,994
3922 W. CENTURY	RELOCATION	\$480,000	\$384,000	\$96,000
4032-001-009, Ltints	DEMOLITION	\$10,892	\$8,714	\$2,178
INCIP 1, Site (partial)	SUBTOTAL	\$1,095,860	\$876,668	\$219,172
3921 W. 102 ST.	ACQUISITION	\$756,210	\$604,968	\$151,242
4032-001-046	RELOCATION	\$600,000	\$480,000	\$120,000
INCIP 1, Site (partial)	DEMOLITION	\$5,446	\$4,357	\$1,089
300m	SUBTOTAL	\$1,361,656	\$1,089,325	\$272,331
3939 W. 102 ST.	ACQUISITION	\$1,411,592	\$1,129,274	\$282,318
4032-001-047	RELOCATION	\$1,120,000	\$896,000	\$224,000
INCIP 1, Site 4 (partial)	DEMOLITION	\$10,892	\$8,714	\$2,178
56 unto	SUBTOTAL	\$2,542,484	\$2,036,387	\$508,497
TO	TAL ACQUISITION	\$2,772,770	\$2,218,216	\$554,554
TO	TAL RELOCATION	\$2,200,000	\$1,760,000	\$440,000
TO	TAL DEMOLITION	\$27,230	\$21,784	\$5,446
	TOTAL	\$5,000,000	\$4,000,000	\$1,000,000

Note: Figures shown are cost estimates based on previous acquisition, relocation, and demolition work performed by the City of

Cost BrEHICDONN!

ACQUISITION: 25, 207/unit
PERDIATION: \$20,000/unit
DEMOUTION: \$5,446/unit Blog.

. TOTAL Wits 110 . YOTAL BLOGS. 5



#### CITY OF INGLEWOOD CALIFORNIA

ONE MANCHESTER BOULEVARD / INGLEWOOD, CALIFORNIA 90301-1750







September 24, 1996

John P. Milligan Airports Division, AWP-621.3 P.O. Box 92007, WWPC Los Angeles, California 90009

Dear Mr. Milligan:

The City of Inglewood is pleased to submit to you four signed copies of the A.I.P. Grant Agreement for the 1995-1996 fiscal year. We appreciate the continued support FAA has given to Inglewood in its efforts to abate the detrimental effects of aircraft noise on residential properties through land recycling.

Sincerely,

Redevelopment Director

Enclosure

## ayment Assistanc

#### and Urban Development





OMB Approval No. 2506-0015 (Exp. 11/30/92)

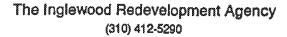
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#### CITY OF INGLEWOOD CALIFORNIA

ONE MANCHESTER BOULEVARD / INGLEWOOD, CALIFORNIA 90301-1750

FAX (310) 412-5188





September 20, 1996

Rudy Andrade Manager, DBE Program P.O. Box 92007 Worldway Postal Center Los Angeles, California 90009 FILE COPY

Mr. Andrade:

This letter is in response to the Department of Transportation's annual reporting request for information on certified DBE contractors. It is our understanding, based on correspondence with Steve Rodriquez (see attachment), that our program was exempt from DBE requirements. Since the Agency's purpose of using grant funds to purchase land has not changes since 1986, it is my assumption that we do not need to complete Form 4630.

If you have any questions, please feel free to call me.

Yours truly,

David Lamdagan Development Specialist

Enclosure

[15/dot4630]



) August 8, 1986

Mr. Steve Rodriquez Civil Rights Staff, AWP-9 Western-Pacific-Region P. O. Box 92007 World Way Postal Center Los Angeles, CA 90009

COPY

Dear Mr. Rodriquez:

Thank you very much for the assistance and information that you provided during our recent telephone conversation. I was able to verify that the City of Inglewood's grant was provided to allow us to purchase land under the Noise Impact Incompatiable Land Use Program.

Based on our conversation, it is my understanding that organizations which use Grant Funds to purchase land are not required to establish a Minority Business Enterprise (MBE) program. If this interpretation is incorrect, please notify me regarding the appropriate information and procedure.

Your assistance was invaluable in helping to respond to internal questions about the grant program. I hope that I will be able to contact you again should additional questions arise.

Sincerely,

Hill D. Rolumon

Gill D. Robinson 🥂 Senior Personnel Analyst

GDR/rls



Western-Pacific Region

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

September 12, 1996

Dear Airport Sponsor:

This letter is a reminder that the annual "Report of Certified DBE Contractors used on FAA-Assisted Contracts" and the "Report of DBE Goal Accomplishments (DOT Form 4630)" are due in our office by October 15, 1996. DOT Form 4630 is used to report awards of FAA-Assisted Contracts under the Disadvantaged Business Enterprise Program. These contract awards were made during the period covered by the sponsor's previously approved overall DBE goal (October 1, 1995-September 30, 1996).

Both of these forms are required annually by each sponsor having an approved DBE Program or Concession Plan.

Please provide these forms to me by October 15, 1996. If you have already submitted the forms for fiscal year 1996 disregard this letter.

If you should have any questions, please contact Mr. Rudy Andrade of the Civil Rights Staff at (310) 725-3945.

Sincerely,

Manager, Civil Rights Str

Enclosures

#### REPORT OF DBE GOAL ACCOMPLISHMENTS

1. Name of Sponsor	~~~~	***************************************			
2. Name of Airport					•
3. Name of Preparer 4. Goal Period: From		***************	Telephone No.	( )	***************************************
4. Goal Period: From	<b>To</b>	5. Appr	oved Overall D	BE Goal	
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(3) Consultants		000000000000000000000000000000000000000	***************************************	***************************************	***************************************
(4) Testing		000000000000000000000000000000000000000	***************************************	With the the tensor of the ten	
(5) Other		***************************************	xirroroocococococococococ	\$9990000000000000000000000000000000000	999996000000000000000000000000000000000
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(5) Electrical			\$\$000000000000000000000000000000000000	-	***************************************
(6) Trucking		***************************************	***************************************	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	***************************************
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(8) Fencing		***************************************	•••••	300000000000000000000000000000000000000	***************************************
(9) Other		***************************************		460000000000000000000000000000000000000	***************************************
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Total DBE	* * * * * * * * * * * * * * * * * * * *	****	***************************************	300000000000000000000000000000000000000	•

The Public reporting burden for this collection of information is estimated to average one hour per response. If you wish to comment on the accuracy of the estimate or make suggestions for reducing this burden, please direct your comments to OMB and the DOT at the following addresses:

Office of Management and Budget Paperwork Reduction Project (2105-0510) Washington, DC 20503

U.S. DOT/OST/OSDBU, S-42 400 Seventh Street, S.W. Washington, DC 20590

# REPORT OF CERTIFIED DBE CONTRACTORS USED ON FAA-ASSISTED CONTRACTS

Name of Airport:	
Airport Sponsor:	
City/State:	
Preparer:	
Telephone No.:	
Date:	
during the goal periods assisted contracts, v	
Address.	
City:	
Telephone No.:	
Type of Work:	
\$ Amount of Work:	
AIP Grant No.:	

(Use additional sheets as necessary)



U.S. Department of Transportation

Federal Aviation Administration

September 17, 1996

#### Dear Airport Sponsor:

This letter is a reminder that your Overall DBE Goals and Methodologies for fiscal year 1997 (October 1, 1997, - September 30, 1998) are due in our office by October 15, 1996.

Enclosed are copies of a sample format (DBE Goals and Methodology - Appendix 4) from the DBE Kit.

If you have any questions, please contact the Civil Rights Staff, Rudy Andrade at (310) 725-3945 or Patricia Bynum at (310) 725-3946.

Sincerely,

Rudy Andrade

Manager, DBE Program

Enclosures

#### SAMPLE FORMAT - OVERALL DBE COAL METHODOLOGY

Airport Sponsor: City of New Hope, Oregon Name of Preparer: Richard Smith Tel. No.:

Goal Period: From: 1/1/89 Thru: 12/31/89
Overall DBE Goal: 13.92\*

\*If the goal is less than 10%, attach required justification.

#### Methodology for Establishing Overall Goal:

Project Items	\$ Amount *	\$ DBE *
Prof. Serv.:	50,000	45,000
Construction:	600,000	80.500
Equipment:	250,000	-0-
Land:	(100,000) **	O
Noncoatract:	(40,000) **	900 Q-00 4-1000/000-00000000000000000000000000000
Total	900,000	125,500 (13.9%)

#### PROFESSIONAL SERVICES:

Item Description	\$ Amount	<u>S DBE</u>	
Plans & Design	4,000	4,000	
Inspection & Supervision	4.500	·-O	
Consultant	40,000	40,000	
Real Estate Appraisal	300	-0-	
Real Estate Survey	500	500	
Audit	<u>500</u>	500	
Total	50,000	45,000	(90.0%)

Note: Sponsors and their contractors may meet DBE goals by using the breakout in the methodology or by using any other breakout.

<sup>\*</sup> The Federal share of all estimated contract costs shown is 90%.

<sup>\*\*</sup> Land, in-house-work, and other noncontractual costs are not included in the goal-setting or reporting process.

#### Construction: Contract 1: Improve access road.

Item Description	\$ Amount	<u> S DBE</u>
Remove Curb	1,500	1,500
Remove Bituminous Paving	5,000	5,000
Excavation	2,000	2,000
Storm Sewers	2,000	-0-
Catch Basins	4,000	-0-
Manholes	2,000	-0-
Concrete Walk	4,000	~0-
Combined Curb & Gutter	8,000	-0-
Paving	144,500	-0-
Electric	1,000	1,000
Marking	500	500
Total	174,500	10,000

(Contract Goal: 5.7%)

#### Contract 2: Construct Hold Apron - RW 18L

Item Description	\$ Amount	\$ DBE
Clearing	5,000	5,000
Excavation	40,000	10,000
Paving	325,000	-0-
Trucking	35,000	35,000
Landscaping	15,000	15,000
Lighting	5,000	5,000
Marking	500	500
Total	425,500	70,500

(Contract Goal: 16.6%)

#### EQUIPMENT:

Item Description	\$ Amount	\$ DBE	
Fire Truck	250.000	<b>~</b> ()~	

#### LAND:

Item Description	\$ Amount	\$ DBE
Easement	100,000	

#### NONCONTRACTUAL:

Item Description	\$ Amount	\$ DBE
Tree Removal (Force Account)	30,000	
Administration	9,900	
Advertising	100	
Total	<u>40,000</u>	

Appendix 4

Previous Year's Goals:

DBE: 12.5%

Previous Year's Accomplishments: DBE: 13.1%

Explanation for Not Achieving Previous Year's Goals (if applicable):

Not Applicable.

Explanation for Not Increasing Goal Above Previous Year's Accomplishments (if applicable):

Not Applicable.

Narrative Description of Overall DBE Goal Methodology. Include Information on (1) Recruitment Area(s) and (2) Any Additional AIP Projects Expected During the Goal Period.

For the two construction projects, our recruiting area consists of the county encompassing the airport and the 4 adjacent counties. Our estimates are based on the availability of qualified DBE's, as listed in our Directory and the State DOT Directory, and the fact that the work is similar to work performed last year. We know of a DBE based outside the metropolitan area who is capable of performing other work under Construction Contract \$1, but that firm has been unwilling in the past to travel to our job sites for contracts of this size.

The estimates for professional services reflect our search state-wide. We utilized a DBE 2 years ago who we expect to compete and be the best qualified for portions of the work. Once the scope of the work has been determined, a goal will be established for each prime contract having subcontracting possibilities. The goals will reflect the DBE potential shown in the breakdown of the work items.

Regarding purchase of the firetruck, we are unaware of any manufacturers that are DBE's. Because there are no subcontracting opportunities, a contract goal will not be established.

One additional AIP project is planned for the goal period. Our engineers have not yet completed estimates for the expansion of the North Terminal. When these are completed, we will submit a revised overall DBE goal.



#### CITY OF INGLEWOOD CALIFORNIA

ONE MANCHESTER BOULEVARD / INGLEWOOD, CALIFORNIA 90301-1750

FAX (310) 412-6188

The Inglewood Redevelopment Agency (310) 412-5290



FILE COPY

April 19, 1996

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

Dear Mr. Cabalbag:

The City of Inglewood is pleased to continue its participation in the Airport Improvement Program for the 1995-1996 fiscal year. I have enclosed a map and a table of land recycling costs for properties the City of Inglewood intends to acquire with the grant. If you have any questions, please contact Dan Akins or David Lamdagan at (310) 412-5290. We look forward to continuing our long and productive relationship with the Federal Aviation Administration.

Sincerely,

🛂 Jesse Lewis

Redevelopment Director.

attachments

#### EXHIBIT "B2" GRANT NO. AIP 3-06-0139-N

### LAND RECYCLING COST BREAKDOWN

TTEMS OF	WORK	TOTAL ESTIMATED	FAA	MATCHING
ADDRESS, APN, & INCIPNO	DESCRIPTION	COST	FUNDS	FUNDS
3924 W. CENTURY	ACQUISITION	\$604,968	\$483,974	\$120,994
3922 W. CENTURY	RELOCATION	\$480,000	\$384,000	\$96,000
4032-001-009	DEMOLITION	\$10,892	\$8,714	\$2,178
INCIP II, Site 6 (partial)	SUBTOTAL	\$1,095,860	\$876,668	\$219,172
3921 W. 102 ST.	ACQUISITION	\$756,210	\$604,968	\$151,242
4032-001-046	RELOCATION	\$600,000	\$480,000	\$120,000
INCIP II, Site 6 (partial)	DEMOLITION	\$5,446	\$4,357	\$1,089
Triory Tri man a (hamana)	SUBTOTAL	\$1,361,656	\$1,089,325	\$272,331
3939 W. 102 ST.	ACQUISITION	\$1,411,592	\$1,129,274	\$282,318
4032-001-047	RELOCATION	\$1,120,000	\$896,000	\$224,000
INCIP I, Site 4 (partial)	DEMOLITION	\$10,892	\$8,714	\$2,178
•	SUBTOTAL	\$2,542,484	\$2,036,387	\$508,497
TO	TAL ACQUISITION	\$2,772,770	\$2,218,216	\$554,554
TO	TAL RELOCATION	\$2,200,000	\$1,760,000	\$440,000
то	TAL DEMOLITION	\$27,230	\$21,784	\$5,446
	TOTAL	\$5,000,000	\$4,000,000	\$1,000,000

Note: Figures shown are cost estimates based on previous acquisition, relocation, and demolition work performed by the City of Inglewood.

### EXHIBIT "B1" GRANT NO. 3-06-0139-NL

# 

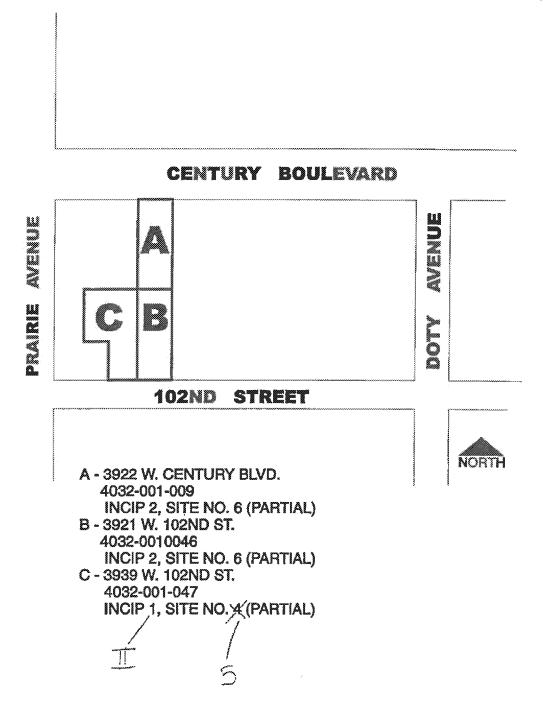
NORTH

A - 3922 W. CENTURY BLVD. 4032-001-009 INCIP 2, SITE NO. 6 (PARTIAL)

B - 3921 W. 102ND ST. 4032-0010046 INCIP 2, SITE NO. 6 (PARTIAL)

C - 3939 W. 102ND ST. 4032-001-047 INCIP 1, SITE NO. 4 (PARTIAL)

# EXHIBIT "B1" GRANT NO. 3-06-0139-NL



### DEPARTMENT OF A KANSPORTATION - FEDERAL AVIATION ADMINISTRATION NOTICE OF PREAPPLICATION REVIEW ACTION

From: Supervisor, Standards Section, AWP-621

(Department, bureau or establishment)

To:	Jesse Lewis	FILE	COPY	Los Angeles International Airport City of Inglewood Reference Your Preapplication			
	Redevelopment Director Inglewood Redevelopment Agency I Manchester Blvd.	7		Number <u>PFA 85-2, 87-1, 89-1, 92-1.</u>			
	Inglewood, CA 90301-1750			Dated:			
1.	We have reviewed your preapplication(s) for Federal assistance under the 1996 Airport Improvement Program and have determined that your proposal is:  X 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:  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.	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 by <u>July of 1996</u> .						
4.	You requested \$ 121,539,180 Federal funding in your preapplication(s) form, and we:  X are agreeable to consideration of approximately \$ 4,000,000 of this amount in the formal application.  will need to analyze the amount requested in more detail.						
5.	A preapplication conference will benecessary Xnot necessary. We are recommending that it be held at, on, ata.m./p.m. Please contact the undersigned for confirmation.						
б.	Enclosures:FormsIn	structions <u> </u>	ther(Specify) No	one			
7.	Other Remarks:						
				70 CNEL noise contour as per the FAR Part 150 ing of parcels for acquisition at your earliest			
	b. Please update your Disadvantage Business Enterprise (DBE) Program. A grant offer will not be issued until your DBE Plan is approved.						
	c. Please note that \$36,923,593 of the previously programmed under AIP 1			deral funds under the preapplication(s) have been D, NG, NJ and NK.			
	d. If you have any questions, please	contact Ruben Caba	albag at Tel (310)	725-3630.			
	ture & Live & C. Sactory	Title Supervisor		Date April 23, 1996			
Organizational Unit		Administrative Of	fice	Telephone Number			
Standards Section		AWP-621	••••	(310) 725-3621			
Addre							
P.O.	Box 92007, Worldway Postal Cente	er					

FAA Form 5100-31 (6-73)

Los Angeles, California 90009

Inglewood, California, September 17, 1996

TO:

Mayor and City Council

FROM:

The Staff

SUBJECT:

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

Administration

This staff report requests that the City Council approve the execution of a Federal Aviation Administration (FAA) Grant Agreement for the 1995-1996 fiscal year, 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 twelve grants totaling \$35,923,593 from the FAA. The grants are disbursed by FAA on an annual basis to participants in its Airport Improvement Program. The funds are used to acquire parcels of land impacted by aircraft noise which are then recycled to noise compatible commercial and industrial land uses. Discussion

The 1995-1996 Grant will be used to recycle incompatible land uses within the Inglewood Noise Compatibility Project No. I and II (INCIP) areas to uses which are not noise sensitive. Staff has been advised that the 1995-1996 Grant Offer will be for \$4,000,000 to help the City to fulfill its obligation under the LAX Noise Control/Mitigation Program.

FAA Grant Agreements must be executed and/or approved for execution by the City before September 30th of each year 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 meet the

Mayor and City Council September 17, 1996 Page 2

1

1

deadline for the 1995-1996 Grant Agreement, FAA would need to prepare and have it approved and signed by the City Council, and returned to FAA on or before September 30, 1996. 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 preapprove the execution of the agreement although it has not been received. The method preapproval of a grant offers has been used during past funding approvals.

The 1995-1996 FAA Grant Agreement will be nearly identical to the attached 1994-1995 FAA Grant Agreement which was executed by the City Manager on September 26, 1995.

#### <u>Recommendation</u>

It is recommended the that the City Council approve the execution of the FAA Grant Agreement for the 1995-1996 fiscal year, 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 David Lamdagan, Noise Abatement Specialist

#### Attachments:

Map Sample Grant Agreement Resolution

[15\96grt]

Draft Report

Inglewood, California, September 17, 1996

TO:

Mayor and City Council

FROM:

The Staff

SUBJECT:

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

Administration

This staff report requests that the City Council approve the execution of a Federal Aviation Administration (FAA) Grant Agreement for the 1995-1996 fiscal year, 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 twelve grants totaling \$35,923,593 from the FAA. The grants are disbursed by FAA on an annual basis to participants in its Airport Improvement Program. 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 1995-1996 Grant will be used to recycle incompatible land uses within the Inglewood Noise Compatibility Project No. I and II (INCIP) areas to uses which are not noise sensitive. This Grant Offer for \$4,000,000 will help the City to fulfill its obligation under the LAX Noise Control/Mitigation Program.

FAA Grant Agreements must be executed by the City before September 30th of each year 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 1995-1996 Grant

Mayor and City Council September 17, 1996 Page Two

Agreement must be prepared by FAA, approved by the City Council, signed and returned to FAA on or before September 30, 1996. 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, and a second FAA grant in 1995 for \$2,517,365.

The 1995-1996 FAA Grant Agreement will be nearly identical to the attached 1994-1995 FAA Grant Agreement which was executed by the City Manager on September 26, 1995. FAA has given a verbal commitment for a 1995-1996 grant in the amount of \$4,000,000.

#### Recommendation

It is recommended the that the City Council approve the execution of a Federal Aviation Administration (FAA) Grant Agreement for the 1995-1996 fiscal year, 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 David Lamdagan, Noise Abatement Specialist

#### Attachments:

Map Sample Grant Agreement Resolution

[15\96grt]

# EXHIBIT "B1" GRANT NO. 3-06-0139-NL

#### CENTURY BOULEVARD

**102ND STREET** 



- A 3922 W. CENTURY BLVD. 4032-001-009 INCIP 2, SITE NO. 6 (PARTIAL) B - 3921 W. 102ND ST.
- B 3921 W. 102ND ST. 4032-0010046 INCIP 2, SITE NO. 6 (PARTIAL)
- C 3939 W. 102ND ST. 4032-001-047 INCIP 1, SITE NO. 4 (PARTIAL)

1 1 1 1 1 m

D START FILE

6. Grand # :

6. Total \$ to date

c. amount of current grand

D COST BREAKDOWN

A id. Preparties

b. use aget figures of previous you... estimate

code gorices:

- acquisitions
- demoliton—E advention

- velocation

- velocation

- grand total

c. id. each property—as to its INCIP NO.?

a. City Nancyce authorized to submit all docs.

April 19, 1996

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

Dear Mr. Cabalbag:

The City of Inglewood is pleased to continue its participation in the Airport Improvement Program for the 1995-1996 fiscal year. I have enclosed a map and a table of land recycling costs for properties the City of Inglewood intends to acquire with the grant. If you have any questions, please contact Dan Akins or David Lamdagan at (310) 412-5290. We look forward to continuing our long and productive relationship with the Federal Aviation Administration.

Sincerely,

Jesse Lewis Redevelopment Director.

attachments

#### EXHIBIT "B2" GRANT NO. AIP 3-06-0139-N

### LAND RECYCLING COST BREAKDOWN

TTEMS OF	WORK	TOTAL ESTIMATED	FAA	MATCHING
ADDRESS, APN, & INCIP NO.	DESCRIPTION	COST	FUNDS	FUNDS
3924 W. CENTURY	ACQUISITION	\$604,968	\$483,974	\$120,994
3922 W. CENTURY	RELOCATION	\$480,000	\$384,000	\$96,000
4032-001-009	DEMOLITION	\$10,892	\$8,714	\$2,178
INCIP II, Site 6 (partial)	SUBTOTAL	\$1,095,860	\$876,668	\$219,172
3921 W. 102 ST.	ACQUISITION	\$756,210	\$604,968	\$151,242
4032-001-046	RELOCATION	\$600,000	\$480,000	\$120,000
INCIP II, Site 6 (partial)	DEMOLITION	\$5,446	\$4,357	\$1,089
	SUBTOTAL	\$1,361,656	\$1,089,325	\$272,331
3939 W. 102 ST.	ACQUISITION	\$1,411,592	\$1,129,274	\$282,318
4032-001-047	RELOCATION	\$1,120,000	\$896,000	\$224,000
INCIP I, Site 4 (partial)	DEMOLITION	\$10,892	\$8,714	\$2,178
	SUBTOTAL	\$2,542,484	\$2,036,387	\$508,497
TO	TAL ACQUISITION	\$2,772,770	\$2,218,216	\$554,554
TO	TAL RELOCATION	\$2,200,000	\$1,760,000	\$440,000
ТО	TAL DEMOLITION	\$27,230	\$21,784	\$5,446
	TOTAL	\$5,000,000	\$4,000,000	\$1,000,000

Note: Figures shown are cost estimates based on previous acquisition, relocation, and demolition work performed by the City of Inglewood.

### FAA Grant No. AIP 3-06-0139-N

#### Unit Cost Breakdown

#### <u>Apartments</u>

Acquisition:

\$25,207/Unit \$20,000/Unit

Relocation: Demolition:

\$5446/Bldg.

Total Units:

110

Total Buildings:

From: Jesse Lewis To: David Lambdigan

Subject: fwd: Dave, I am review

#### Dave,

I am reviewing the FAA request for \$4 Million. How many units are being acquired? How much is being allocated for acquisition, relocation, appraisal, abestos consultants and legal services? What unit cost for demolition was used to arrive at the demolition number?

#### Jesse

Fwd=by:=David=Lambdig=4/23/96=10:01am== Fwd to: Dan Akins

Well ... please pull the numbers together as quick as possible and pass them on to me. thanks.

110 Units will be acquired with the FAA grant. The unit cost breakdown for acquisition, relocation, and demolition is as follows:

Acquisition: \$25,207 Relocation: \$20,000 Demolition: \$5,446

I will give you a hard copy of this information for your records.

Printed by David Lambaigan

4/23/96

11:27am

From: David Lambdigan To: Jesse Lewis Subject: FAA Grant

The information you requested is in your box. The demolition cost, which include asbestos abatement, are based on previous Agency work of a similar size and nature. The demolition figures have not changed significantly over the last few years according to my conversations with various contractors at a recent job-walk I organized. Acquisition per unit cost reflect current market trends and value and was verified by Mike Shannon.

