

MEMORANDUM

April 23, 2014

TO: Honorable Mayor and City Commissioners

VIA: Kenneth Fields, City Manager

FROM: Teresa Allen, Public/Support Services Administrator

SUBJECT: Resolution 2014-08, Supplemental Joint Participation Agreement

SYNOPSIS: The adoption of Resolution 2014-08 authorizes the execution of an agreement with the Florida Department of Transportation (FDOT) for the Airfield Improvements Construction Phase at the Lake Wales Municipal Airport.

RECOMMENDATION

The recommendation is for the City Commission to adopt Resolution 2014-08 authorizing the execution of a Supplemental Joint Participation Agreement by the City Manager with the Florida Department of Transportation (FDOT) for \$218,189.00.

BACKGROUND

In 2013, the City Commission adopted Resolution 2013-10, which provided funding for the engineering design phase for airfield improvements at the Lake Wales Municipal Airport for \$8,100.00.

Resolution 2014-08 is the Supplemental Joint Participation Agreement that will provide funding for the construction phase of the airfield improvements at the airport for \$210,089.00 bringing the total share of the project cost for FDOT to \$218,189.00.

FISCAL IMPACT

Funding is as follows in the FY 14/15 budget:

The construction phase of this project may start as early as July 1, 2014 if the grant offer for the FAA share of the project is received this month therefore the City will need to commit funds for the remaining quarter of FY 13/14 to cover any expenses incurred (\$561,774.30, estimating the project at 30% completion of each project).

Rehabilitate taxi-way alpha:	\$1,331,968.80	x 30%	\$399,590.64
Runway 24 safety area:	\$ 352,164.00	x 30%	\$105,649.20
Airport Road	\$ 188,448.20	x 30%	\$ 56,534.46

Airport Road

City: \$ 30,072.00 (20%)
State (FDOT): \$120,289.00 (80%)

Runway 24 Safety Area/Taxiway Alpha Realignment

City: \$ 97,900.00 (5%)
State (FDOT) \$ 97,900.00 (5%)
Federal (FAA): \$1,762,200.00 (90%)

Project total: \$2,108,361.00

OPTIONS

The City Commission has already accepted the grant offer from the Federal Aviation Administration (FAA) and the Florida Department of Transportation (FDOT) for the engineering design phase for this project.

ATTACHMENTS

Resolution 2014-08
Statement of Fiscal Impact
Supplemental Joint Participation Agreement (this item is in the City Clerk's office for review).

RESOLUTION 2014-08

A RESOLUTION OF THE CITY OF LAKE WALES, POLK COUNTY, FLORIDA AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT (JPA), ITEM-SEGMENT-PHASE-SEQUENCE NUMBER (FINANCIAL PROJECT NUMBER): 434822 1 94 01 (REHABILITATE AN AIRPORT ROAD, PERFORM RUNWAY 24 SAFETY IMPROVEMENTS AND REALIGN TAXIWAY A WEST) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO ALLOW THEIR PARTICIPATION IN AN AVIATION PROJECT AT THE LAKE WALES MUNICIPAL AIRPORT.

WHEREAS, THE City of Lake Wales has the authority to enter into a Supplemental JPA with the Florida Department of Transportation to undertake a project as authorized by Florida Statute 332, and Florida Administrative Code 14-60;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Lake Wales, Polk County, Florida:

1. That the Supplemental JPA for the Item-Segment-Phase-Sequence Number (Financial Project Number) 434822 1 94 01 (Rehabilitate an airport road, perform runway 24 safety improvements and realign taxiway A West) is approved.
2. That Kenneth Fields, City Manager, is authorized to enter into, modify or terminate the Supplemental JPA with the Florida Department of Transportation, unless specifically rescinded.

THIS RESOLUTION INTRODUCED AND PASSED by the City Commission of the City of Lake Wales, Polk County, Florida at its regular meeting on May 6, 2014.

City Manager, City of Lake Wales

ATTEST:

City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

725-030-07
PUBLIC TRANSPORTATION
06/11
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Number One

Financial Project No.: <u>434822-1-94-01</u> (Item-segment-phase-sequence) Contract No.: <u>AR709</u>	Fund: <u>010</u> Function: <u>215</u> Federal No.: <u>N/A</u> DUNS No.: <u>80-939-7102</u>	FLAIR Category: <u>088719 / 088809</u> Object Code: <u>750004 / 750098</u> Org. Code: <u>55012020129</u> Vendor No.: <u>F596000357001</u>
Catalog of Federal Domestic Assistance Number: <u>N/A</u> Catalog of State Financial Assistance Number: <u>55.004 / 55.014</u>		

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and City of Lake Wales
201 Central Avenue West, Lake Wales, Florida 33853
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 19th day of November, 2013, entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of \$218,189.00.

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

1.00 Project Description: The project description is amended

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased / decreased by \$1,946,361.00
bringing the revised total cost of the project to \$2,108,361.00

Paragraph 4.00 of said Agreement is increased / decreased by \$210,089.00
bringing the Department's revised total cost of the project to \$218,189.00

3.00 Amended Exhibits:

Exhibit(s) A, B, C and D of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 18.00 of said Agreement July 1, 2019

5.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No. 434822-1-94-01

Contract No. AR709

Agreement Date _____

Except as hereby modified, amended or changed, all other terms of said Agreement dated 11/19/2013
and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first
above written.

AGENCY

FDOT

City of Lake Wales

AGENCY NAME

See attached Encumbrance Form for date of Funding
Approval by Comptroller

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

CHRIS SMITH
DEPARTMENT OF TRANSPORTATION

TITLE

Director of Transportation Development
TITLE

Financial Project No. 434822-1-94-01

Contract No. AR709

Agreement Date _____

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and City of Lake Wales
201 Central Avenue West, Lake Wales, Florida 33853
 dated _____.

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):
 Additional funding for construction phases of project.

I. Project Cost:	As Approved	As Amended	Net Change
	\$162,000.00	\$2,108,361.00	\$1,946,361.00
Total Project Cost	\$162,000.00	\$2,108,361.00	\$1,946,361.00
II. Fund Participation:	As Approved	As Amended	Net Change
Department:	\$8,100.00	\$218,189.00	\$210,089.00
Agency:	\$8,100.00	\$127,972.00	\$119,872.00
Other:	\$145,800.00	\$1,762,200.00	\$1,616,400.00
Total Project Cost	\$162,000.00	\$2,108,361.00	\$1,946,361.00

Comments:

III. MULTI-YEAR OR DEFERRED REIMBURSEMENT PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	2014	\$218,189.00	FY
FY			FY
FY			FY
FY			FY
FY			FY
FY			FY
FY			FY
FY			FY
FY			FY
FY			FY

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Lake Wales at 201 Central Avenue West, Lake Wales, Florida 33853 dated _____ and referenced by the above Financial Project Number.

PROJECT LOCATION: Lake Wales Municipal Airport

PROJECT DESCRIPTION: *Rehabilitate Airport Road, perform Runway 24 Safety Improvements and Realign Taxiway A West.*

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.62 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

The plans and specifications review required in paragraph 15.00 of the Agreement shall include an Engineer Certification and compliance with Department requirements as outlined in Exhibit "C".

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Effective July 1, 2010, Section 215.971 of the Florida Statutes, requires agreements with the State to contain a scope of work that clearly establishes quantifiable and measurable deliverables. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. The items must be submitted and approved through the Florida Aviation Database <http://www.florida-aviation-database.com/> filed under the appropriate Financial Management (FM) number to meet the deliverable requirements. The deliverables must be received and accepted by the Department prior to the payment of services. The Department of Financial Services Internet link below provides guidance on clear and comprehensive scopes and deliverables development. The scope of work and deliverables are specifically addressed in chapter 3:

<http://www.myfloridacfo.com/aadir/docs/ContractandGrantManagementUserGuide.pdf>

Narrative

Rehabilitate Airport Road

This component of the project includes 1" milling and resurfacing of the airport entrance road and rehabilitation of the rail crossing. The project includes the installation of a concrete railroad tub crossing and related grading and pavement structure for tie-in. Relocation of signs and pavement markings are also included.

Runway 24 Safety Area Improvements

This portion of the project includes developing a full size RSA area prior to the Runway 24 end to support the potential of aircraft landing short or overrunning the runway. The RSA area prior to the runway will be 600 feet long and 300 feet wide and meet all grading standards by the FAA.

Taxiway Alpha West Realignment

This project component is to extend Taxiway Alpha to the existing Runway 6 end, maintaining a centerline-to-centerline offset of 400 feet. The project includes demolition and removal of Taxiway Delta and Charlie.

Justification

The airport entrance road and rail crossing are deteriorated and in need of resurfacing and rehabilitation. The project is necessary to accommodate anticipated traffic to and from the airport from the upcoming opening of the Intermodal Logistics Center located on SR 60.

The Runway 24 Safety Area Improvements component of this project is necessary to provide aircraft landing safety measures at the airport.

The realignment of Taxiway Alpha West will enhance safety on the airfield and comply with FAA regulations relative to runway and taxiway separations. The project will decrease the likelihood of runway incursion accidents or incidents.

SCOPE OF SERVICES

Design Phase

1. The Agency must submit a signed copy of an agreement between the Agency and its third-party consultant, incorporating the scope of services and schedule of values which have been approved by the Department. The scope of services must include or incorporate by reference a schedule of values that will be used to approve payments

- to the third-party consultant. The scope of services and schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its third-party consultant. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The consultant should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:
- a. Percentage Completed. For this method the consultant's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.
 - b. Completed Tasks. For this method the consultant's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.
2. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
 3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department. Invoices submitted to the Department with any unapproved charges will be rejected by the Department.

Construction Phase

4. The Agency must submit a signed copy of an agreement between the Agency and its contractor, incorporating the scope of services and schedule of values which have been approved by the Department. The scope of services must include or incorporate by reference a schedule of values that will be used to approve payments to the contractor. The scope of services and schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its contractor. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity,

unit of measurement and unit price/cost. The contractor should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:

- a. Percentage Completed. For this method the contractor's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.
 - b. Completed Tasks. For this method the contractor's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.
5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form. The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.
 6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
 7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department. Invoices submitted to the Department with any unapproved charges will be rejected by the Department.

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Lake Wales at 201 Central Avenue West, Lake Wales, Florida 33853 dated _____ and referenced by the above Financial Project Number.

Expiration Date: July 1, 2019

Project funds are programmed in the Department's Work Program in the following fiscal year(s):

Design/Permitting of all components. Construction of Runway 24 Safety Improvements and Taxiway Alpha Realignment.

		FY 13/14
FAA Funding (FAA)	(90%)	\$ 1,762,200.00
State Funding (DPTO/DDR)	(5%)	\$ 97,900.00
Local Funding (LF)	(5%)	\$ 97,900.00

Entrance Road Construction

State Funding (DPTO)	(80%)	\$ 120,289.00
Local Funding (LF)	(20%)	\$ 30,072.00
Total		\$ 2,108,361.00

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.

State funds programmed on this project must be expended and an invoice for their reimbursement to the agency submitted to the Department by the following date(s):

FY 13/14 funds by May 1, 2019

Such funds, which are not expended and invoiced by the dates indicated, shall be forfeited by the agency. Invoices shall be submitted at a minimum of every 24 months or the project funds are subject to deletion.

EXHIBIT "C"
AVIATION PROJECT REQUIREMENTS & PROGRAM ASSURANCES

This exhibit forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Lake Wales at 201 Central Avenue West, Lake Wales, Florida 33853 dated _____ and referenced by the above Financial Project Number.

A. General

1. The assurances herein shall form an integral part of the Joint Participation Agreement (Agreement) between the State of Florida, Department of Transportation (Department) and the airport sponsor, whether county or municipal government body or special district, such as an Airport Authority (herein, collectively referred to as "Agency").
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit A, "Project Description and responsibilities" and Exhibit B, "Project Budget", as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration on the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms of the Agreement and/or these assurances.
8. An Agency that has been determined by the Department to have failed to comply with the terms of the Agreement and/or these assurances shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this project and immediately require the

Agency to repay the Department the full amount of funds expended by the Department on this project.

10. Any history of failure to comply with the terms of an Agreement and/or assurances will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification

1. **General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following:

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 9J-5, FAC, Review of Comprehensive Plans and Determination of Compliance
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports
- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps to Building a New Airport
- Florida Airport Financial Resource Guide

- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Guidelines for Plan Development

2. **Construction Certification:** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to the following:

a. **Federal Requirements**

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design

b. **Local Government Requirements**

- Local Building Codes
- Local Zoning Codes

c. **Department Requirements**

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
- Standard Specifications for Construction of General Aviation Airports

3. **Land Acquisition Certification:** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and state policies, regulations, and laws, including but not limited to the following:

a. **Federal Requirements**

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects

- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. **Florida Requirements**

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority

1. **Legal Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

D. Agency Responsibilities

The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System**

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- c. The Department has the right to audit and inspect all financial records of the airport upon reasonable notice.

2. **Good Title**

a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers

a. The Agency will not 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 and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation

a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency will work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning

ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans

a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the project.

c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan

a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.

b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:

(1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

(2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

8. Airport Financial Plan

a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.

(1) The financial plan shall be a part of the Airport Master Plan.

(2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.

(3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.

b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Joint Automated Capital Improvement Program (JACIP) online website.

9. Airport Revenue

The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the fair market value.

c. The Agency assures that property or facility leases for aeronautical purposes shall not exceed a period of 30 years.

11. Public-Private Partnership for Aeronautical Uses

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the

aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. Duration of the terms or conditions in Section D11a shall not exceed a period of 30 years.

12. Economic Nondiscrimination

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

(1) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

(2) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

(1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

(2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

(3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

16. Project Implementation

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights

The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests

The agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed project scope and cost of professional services.

21. Planning Projects

If this project involves planning or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such material available for public review, unless exempt from public disclosure.
 - (1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.
 - (2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

(1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.

(2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.

(3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

22. Land Acquisition Projects

If this project involves the purchase of real property, the Agency assures that it will:

a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.

b. **Administration:** Maintain direct control of project administration, including:

(1) Maintain responsibility for all related contract letting and administrative procedures.

(2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.

(3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.

(4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.

(5) Establish a project account for the purchase of the land.

(6) Collect and disburse federal, state, and local project funds.

c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:

(1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.

(2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.

(3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.

(4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

(1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.

(2) Complete an Airport Master Plan within two years of land purchase.

(3) Complete airport construction for basic operation within 10 years of land purchase.

e. **Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. **Disposal of Land:** For disposal of real property purchased in accordance with the terms and assurances of this Agreement, the Agency assures that it will comply with the following:

(1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its fair market value.

- (2) Land shall be considered to be needed for airport purposes under this assurance if:
 - (a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.
 - (b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- (3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- (4) For disposal of real property purchased with Department funding:
 - (a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.
 - (b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - (c) Sale of real property acquired with Department funds shall be at fair market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.
 - (d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

23. Construction Projects: The Agency assures that it will:

- a. **Project Certifications:** Certify project compliances, including
 - (1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
 - (2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - (3) Completed construction complies with all applicable local building codes.
 - (4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.
- b. **Design Development:** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Agency will certify that:

- (1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- (2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.
- (3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.
- (4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. **Inspection and Approval:** The Agency assures that:

- (1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.
- (2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- (3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

d. **Pavement Preventive Maintenance:** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. **Noise Mitigation Projects:** The Agency assures that it will:

a. **Government Agreements:** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

- (1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
- (2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.

b. **Private Agreements:** For noise compatibility projects on privately owned property,

(1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.

(2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

25. Requests for Reimbursement (Invoice Submittals): In accordance with Section 215.422 Florida Statutes and the requirement of Paragraph 22.00 of this Agreement:

a. Required Submittal Format

The Agency shall submit invoices on forms provided by the Department and prepared in accordance with instructions given by the Department. Back-up documentation will include the appropriate items necessary to verify costs incurred and the eligibility of said costs.

b. Approval of Submittal

Goods or services received under this agreement shall be approved/disapproved by the Department no later than five (5) working days after receipt, by the District Public Transportation Office, of a properly prepared and submitted invoice. Should the invoice be incomplete or incorrect, the Department shall inform the Agency within five (5) working days of receipt and return the invoice for corrections.

26. Third Party Contracts: The Department must approve third party contracts pursuant to Paragraph 12.10 except that written approval is hereby granted for:

a. Contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved project scope and/or quantities.

b. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017 Florida Statutes, and in Rule Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this section comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.

c. Contracts, purchase orders, and construction change orders that exceed the current JPA budget, provided they are within the threshold limits of Category Three, as defined in Section 287.017 Florida Statutes, and in Rule Chapter 60, Florida Administrative Code. Such contracts must be for services and/or materials included in the Department approved project scope and/or quantities.

27. **Force Account Work:** “Force Account Work” by the Agency utilizing their own forces and equipment must be approved in writing by the Department prior to performance.

EXHIBIT "D"
PROJECT COMPLIANCES

This exhibit forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Lake Wales at 201 Central Avenue West, Lake Wales, Florida 33853 dated _____ and referenced by the above Financial Project Number.

State Agency: Florida Department of Transportation
CSFA Number & Title: 55.004, Aviation Development Grants
55.014, Intermodal Development Program
Amount: \$ 97,900.00
\$ 120,289.00

COMPLIANCES

ACTIVITIES ALLOWED

Airport Planning

Airport Planning Grants are to study options for airport development and operations. The Department funds airport master plans, airport layout plans (ALP), noise and environmental studies, economical impact, services development, and airport promotion. Examples of projects are:

- Master Plans and Airport Layout Plans (ALP);
- Master Drainage Plans;
- Environmental Assessments (EA);
- Development of Regional Impact (DRI);
- Operations and Emergency Response Plans (ERP);
- Federal Aviation Regulations (FAR) Part 150 noise studies;
- Environmental Impact Studies (EIS);
- Wildlife Hazard Studies;
- Feasibility and Site Selection Studies;
- Business plans;
- Airport management studies and training;
- Air services studies and related promotional materials.

Airport Improvement

These grants are to provide capital facilities and equipment for airports. Examples of projects are:

Air-side capital improvement projects

- Runways
- Taxiways
- Aprons
- T-hangers
- Fuel farms
- Maintenance Hangers
- Lighting
- Air Traffic Control Towers
- Instrument Approach Aids
- Automatic Weather Observation Stations

Land-side capital improvement projects

- Terminal Buildings
- Parking lots and structures
- Road and other access projects

Presentation projects

- Overlays
- Crack sealing
- Marking
- Painting buildings
- Roofing buildings
- Other approved projects

Safety equipment

- Airfield Rescue and Fire Fighting Vehicle (ARFF)
- Lighted Xs

Safety projects

- Tree clearing

- Land contouring on overrun areas
- Removing, lowering, moving, and marking, lighting hazards

Information technology equipment (used to inventory and plan airport facility needs)

Drainage improvements

Land Acquisition

This grant program protects Florida's citizens from airport noise and protects airport clear zones and runway approach areas from encroachment. Administrative Costs, appraisals, legal fees, surveys, closing costs and preliminary engineering fees are eligible costs. In the event the negotiation for a fair market value is unsuccessful, the court will be petitioned for "an Order of Taking" under the eminent domain laws of Florida. Examples of projects are:

- Land acquisition (for land in an approved Master Plan or ALP)
- Mitigation land (on or off airport)
- Aviation easements
- Right of way
- Approach clear zones

Airport Economic Development

This grant program is to encourage airport revenue. Examples of projects are:

- Any airport improvement and land purchase that will enhance economic impact
- Building for lease
- Industrial park infrastructure and buildings
- General aviation terminals that will be 100 percent leased out
- Industrial park marketing programs

Aviation Land Acquisition Loan Program

The Department provides interest free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports.

This is a general description of project types. A detail list of project types approved for these grant programs can be found in the Aviation Grant Program manual which can be accessed through the internet at www.dot.state.fl.us/Aviation/Public.htm.

ALLOWABLE COSTS

Entities are prohibited from using grant funds for lobbying the legislature. (*Section 216.347, Florida Statutes*). Also, restrictions of expenditures are summarized in the Reference Guide for

State Expenditures of the Department of Financial Services. Other specific requirements for allowable costs are unique to each state project and are found in the laws, rules, and the provisions of contracts or grant agreements pertaining to the project. For projects listed in the Compliance Supplement, these specific requirements are in Part Four.

Audit Objectives

Determine whether expenditures of state financial assistance were for allowable costs.

Suggested Audit Procedures

1. Identify the types of costs that are either specifically allowed or prohibited by the laws, rules, and provisions of contracts or grant agreements pertaining to the project.
2. Select a sample of transactions and perform procedures to verify that the transactions were for an allowable cost and not for lobbying the legislature or other prohibited uses.

Cash Management

State agencies which are expressly authorized by law to make advances for project startup or contracted services in total or periodically, shall limit such advances to other governmental entities and nonprofit entities. The amount to be advanced may not exceed the expected cash needs of the recipient within the initial 3 months. Thereafter disbursements are to be made only on a reimbursement basis. The Chief Financial Officer, after consultation with the appropriations committee, may advance funds beyond a 3-month requirement if it is determined to be consistent with the intent of the approved operating budget. Any agreement that provides for advances may contain a clause that permits the recipient to temporarily invest the proceeds, provided that any interest income either be returned to the agency or applied against the agency's obligation to the pay the contract amount. (*Section 216.181, Florida Statutes*) Specific cash management requirements unique to a state project may be found in the laws, rules, and the provisions of contracts or grant agreements pertaining to the project. For projects listed in the Compliance Supplement, these specific requirements are in Part Four.

Audit Objectives

1. Determine that cash management procedures are in accordance with Section 216.181, Florida Statutes, and other laws, rules, and the provisions of contracts or grant agreements pertaining to the state project.
2. Determine that interest income, when allowable, is correctly recorded and returned to the state agency or applied against the contract or grant agreement.

Suggested Audit Procedures

1. Review reimbursement requests and trace to supporting documentation. Ensure that costs for which reimbursement was requested were paid prior to the date of the reimbursement request.
2. Determine whether any interest income was owed to the state agency and either remitted to the agency or applied against amounts owed by the state agency.

MATCHING

Commercial Service Airports

When no federal funding is available, the Department provides up to 50 percent of the project costs. When federal funding is available, the Department can provide up to 50 percent of the non-federal share.

General Aviation Airports

When no federal funding is available, the Department provides up to 80 percent of project costs. When federal funding is available, the Department can provide up to 80 percent of the non-federal share.

Economic Development

The Department provides up to 50 percent of airport economic development funds to build on-airport revenue-producing capital improvements. This program is for local match only.

Airport Loans

The Department provides a 75 percent loan program to fund the Aviation Land Acquisition Loan Program.