

BOCA RATON AIRPORT AUTHORITY MEETING AGENDA

Wednesday, August 16, 2017
Council Chambers – City Hall
201 W. Palmetto Park Road, Boca Raton, Florida

The Boca Raton Airport Authority Agenda will be considered by the Chair and Authority Members Wednesday, August 16, 2017 at 6 p.m. All requests to be placed on the agenda by the public must be submitted to the Executive Director, in writing, via the Agenda Request Form, at least twenty (20) days before the Authority meeting. Such written requests must be in sufficient detail to identify the subject matter as well as the contact person who will represent the matter before the Authority. The Boca Raton Airport Authority reserves the right to not consider matters over which the Authority has no jurisdiction.

This meeting will be televised on Comcast channel 20 in the City of Boca Raton and on AT&T U-Verse channel 99 throughout Palm Beach County and will be videotaped for broadcast at a later date. The meeting will also be streamed live to the Boca Raton Airport Authority Website, www.bocaairport.com and may also be heard on the radio on 1650 AM.

I. ROLL CALL

MITCHELL FOGEL	CHAIR
CHERYL BUDD	VICE-CHAIR
RANDY NOBLES	SECRETARY/TREASURER
GENE FOLDEN	BOARD MEMBER
JACK FOX	BOARD MEMBER
JAMES R. NAU	BOARD MEMBER
MELVIN POLLACK	BOARD MEMBER

II. APPROVAL OF MINUTES

Consider approval of Minutes for the Regular Meeting of July 19, 2017.

III. AGENDA CHANGES

IV. PUBLIC REQUESTS

If any member of the public wishes to provide comment on any item, the time to do so is now. Please complete a public comment card identifying the item upon

which you wish to be heard and provide it to Ms. Landers. The public comment cards are located in the lobby. Each member of the public wishing to comment will be provided with 5 minutes to do so. The Chair reserves the right to move the public comment opportunity on a specific agenda item to the point in the agenda when that item is to be considered and/or to extend the allotted time per speaker.

V. CONSENT AGENDA

VI. FEDERAL, STATE AND MUNICIPAL INPUT

VII. FINANCIAL REPORT

A. Presentation of the July 2017 Financial Report.

Consider a Motion for approval of the Financial Report for July 2017.

VIII. TENANT REPORTS AND REQUESTS

A. Boca Aircraft Owners Tenth Amendment to Lease Agreement.

Consider Resolution No. 08-23-17 of the Boca Raton Airport Authority further amending the Lease and Operating Agreement with Boca Aircraft Owners, Inc.

IX. EXECUTIVE DIRECTOR AND STAFF REPORTS

A. Noise Abatement/Operations Summary for the month of July 2017.

B. Specialized Landscaping and Maintenance Contract Award.

Consider Resolution No. 08-24-17 of the Boca Raton Airport Authority approving a contract with Leturmy Landscaping and Power Spraying to provide Specialized Landscaping and Maintenance Services to the Boca Raton Airport Authority.

C. Presentation of the Boca Raton Airport Authority's proposed Annual Operating and Capital Budgets for Fiscal Year 2018 (October 1, 2017 through September 30, 2018).

Consider Resolution No. 08-25-17 of the Boca Raton Airport Authority adopting the Annual Operating and Capital Budgets for Fiscal Year 2018 (October 1, 2017 through September 30, 2018).

D. Federal Aviation Administration Airport Improvement Program (AIP) Project grant offer.

Consider Resolution No. 08-26-17 of the Boca Raton Airport Authority authorizing approval of the Airport Improvement Program (AIP) Project No. 3-12-0006-022-2017 from the Federal Aviation Administration for Wildlife Hazard Management Plan, reconstruct runway lighting, and install runway vertical/visual guidance system.

E. Emergency Response Training Update.

F. Airport Projects Update.

X. AUTHORITY BOARD MEMBER REQUESTS AND REPORTS

XI. PUBLIC COMMENT

XII. OTHER BUSINESS

XIII. MISCELLANEOUS

The next meeting is scheduled for September 13, 2017 at 6:00 p.m. in the Boca Raton Council Chambers at City Hall.

XIV. ADJOURNMENT

Respectfully Submitted,
Clara Bennett
Executive Director

**Boca Raton Airport Authority
Meeting Minutes
July 19, 2017
Boca Raton City Hall – Council Chambers**

Chair Mitchell Fogel called the meeting to order at 6:00 P.M.

BOARD MEMBERS

Mitchell Fogel	Chair
Cheryl Budd	Vice-Chair
Randy Nobles	Secretary/Treasurer - ABSENT
Gene Folden	Board Member
Jack Fox	Board Member
James R Nau	Board Member
Melvin Pollack	Board Member

COUNSEL

Amy Petrick, Esquire – Lewis Longman Walker

STAFF

Clara Bennett, Executive Director
Scott Kohut, Deputy Director
Ariadna Camilo, Finance and Administration Manager
Travis Bryan, Operations Manager
Christine Landers, Business Manager
Jose Blanco, Operations Coordinator

The meeting was televised live and videotaped for broadcast at a later date. The meeting was also streamed live to the Boca Raton Airport Authority Website, www.bocairport.com and aired on the radio at 1650 AM.

APPROVAL OF MINUTES

A MOTION to approve the minutes of the June 12, 2017 Regular Meeting was made by Mr. Folden and seconded by Mr. Fox. The Motion was carried unanimously.

AGENDA CHANGES

There were no agenda changes.

CONSENT AGENDA

There were no items on the consent agenda.

FEDERAL, STATE AND MUNICIPAL INPUT

There was no Federal, State or Municipal Input.

PUBLIC REQUESTS

There were no public requests.

FINANCIAL REPORT

Ms. Camilo presented the Financial Report for June 2017.

A MOTION to approve the Financial Report for June 2017 was made by Mr. Pollack and seconded by Ms. Budd. The Motion carried unanimously.

TENANT REPORTS AND REQUESTS

Mr. Salvatore D'Amico, of Privaira and Mr. Kevin Crossman from FAU spoke regarding the request for a special event to be held at Privaira's hangar on Atlantic Aviation's leasehold on August 29, 2017.

A MOTION to approve Resolution No. 07-15-17 of the Boca Raton Airport Authority granting conditional approval to Atlantic Aviation's request to host a Special Event on their leasehold premises for Sky One Holdings, dba Privaira, on August 29, 2017 was made by Mr. Fox and seconded by Mr. Pollack. The Motion carried unanimously.

Ms. Bennett discussed the status of the Boca Aircraft Owners lease reversion.

A discussion ensued.

Mr. Whittle, President of Boca Aircraft Owners, spoke regarding their current position in the negotiations.

A MOTION to allow for an extension to the Lease reversion negotiation period between the Airport Authority and Boca Aircraft Owners until August 9, 2017 and granting the Executive Director or the Chair authorization to sign the 9th Amendment was made by Mr. Fox and seconded by Ms. Budd. The Motion carried unanimously.

EXECUTIVE DIRECTOR AND STAFF REPORTS

Mr. Blanco presented the Noise Abatement/Operations Summary for the month of June 2017.

Mr. Bryan presented the Water Service License Agreement with the City of Boca Raton for the Customs and Border Protection Facility.

A MOTION to approve Resolution No. 07-16-17 of the Boca Raton Airport Authority approving a License Agreement with the City of Boca Raton for the installation of water and sewer transmission lines to service the U. S. Customs and Border Protection Facility was made by Mr. Folden and seconded by Mr. Fox. The Motion carried unanimously.

Ms. Camilo presented the external Auditing Services contract extension with Grau and Associates.

A MOTION to approve Resolution No. 07-17-17 of the Boca Raton Airport Authority approving a three-year contract extension for professional auditing services for Fiscal Years 2017, 2018, and 2019 with Grau and Associates was made by Ms. Budd and seconded by Mr. Fox. The Motion carried unanimously.

Ms. Camilo presented highlights of the changes being proposed to the Boca Raton Airport Authority Accounting Policy and Procedure Manual.

Ms. Carolyn Binder, CPA provided additional input regarding the necessity of amending the Accounting Policy and Procedure Manual.

A MOTION to approve Resolution No. 07-18-17 of the Boca Raton Airport Authority to amend the Accounting Policy and Procedure Manual was made by Mr. Folden and seconded by Mr. Pollack. The Motion carried unanimously.

Ms. Camilo presented the request for the Board appointment of a fourth authorized check signer.

A MOTION to appoint Mr. Gene Folden as the fourth signer of checks for the Boca Raton Airport Authority was made by Mr. Pollack and seconded by Mr. Fox. The Motion carried unanimously.

Mr. Kohut presented the access badge fee schedule.

A MOTION to approve Resolution No. 07-19-17 of the Boca Raton Airport Authority adopting the Access Badge Fee Schedule in accordance with the revised Accounting Policy was made by Ms. Budd and seconded by Mr. Pollack. The Motion carried unanimously.

Mr. Kohut presented the Customs and Border Protection Facility Fee Schedule. Mr. Fox suggested a program to offer a 50% discount on the user fees for the first three months of operation as way to market the facility. Mr. Folden recommended changing the boater fee to \$15.00 per boater.

A MOTION to approve Resolution No. 07-20-17 of the Boca Raton Airport Authority adopting the Customs and Border Protection Fee Schedule, as amended and offering a 50% discount for the first three months of operation was made by Mr. Fox and seconded by Mr. Pollack. The Motion carried unanimously.

Mr. Kohut presented the recommended five-year Disadvantaged Business Enterprise (DBE) participation goal.

Ms. Sheryl Dickey, President of Dickey Consulting Services, Inc., explained the process used to set the DBE goal and answered questions.

A MOTION to approve Resolution No. 07-21-17 of the Boca Raton Airport Authority setting the DBE participation goal at 24.67% for the 2017-2023 Capital Improvement Plan was made by Ms. Budd and seconded by Mr. Folden. The Motion carried unanimously.

Mr. Kohut presented the Joint Participation Agreement for the Air Traffic Control Tower Rehabilitation Phase 2 project.

A MOTION to approve Resolution No. 07-22-17 of the Boca Raton Airport Authority accepting the Joint Participation Agreement (JPA) for Financial Project No. 441606-1-4-01 with the State of Florida Department of Transportation for Air Traffic Control Tower Rehabilitation Phase 2 was made by Mr. Fox and seconded by Mr. Pollack. The Motion carried unanimously.

Mr. Michael Schneider of Green Advertising presented three wall graphic options for the Customs and Border Protection Facility. The Board selected the third option with some minor changes.

Ms. Bennett presented a proposal from ADK Consulting to conduct a Salary and Benefit Study.

A Discussion ensued.

A MOTION to engage ADK Consulting to complete a salary study and for Airport Management to complete a benefits plan review was made by Mr. Fox and seconded by Ms. Budd. The Board also recommended that Secretary/Treasurer Nobles to serve as the Board Liaison for this project. The Motion carried unanimously.

AUTHORITY MEMBERS REQUESTS AND REPORTS

Mr. Fogel presented the Board Member project liaison assignments for the year.

PUBLIC INPUT

There was no public input.

OTHER BUSINESS

Mr. Folden requested an update on the Customs project. Ms. Bennett provided the update.

Mr. Bryce Wagner, Resident Project Engineer for Ricondo and Associates, Inc. also provided an update on the Customs project and answered questions.

A discussion ensued.

MISCELLANEOUS

The next regularly scheduled meeting is Wednesday, August 16, 2017 at 6:00 p.m. in the Boca Raton Council Chambers at City Hall.

ADJOURNMENT

Meeting adjourned at 8:57 p.m.

Mitchell Fogel, Chair

Date



Memo

To: Mitchell Fogel, Chair and Board Members
 From: Ariadna Camilo, Finance and Administration Manager
 Date: August 16, 2017
 RE: **Financial Report – July 2017**

AGENDA ITEM – VII – A

Airport Management will provide an overview of the Financial Report for the ten months ending July 31, 2017.

Total Operating Revenues as of July 31, 2017 were \$2,993,039, an increase of \$118,767 or 4.1% to budget. This increase in revenue year to date is attributable to increased Fuel Flowage revenue.

Total Capital Contributions as of July 31, 2017 were \$450,561.

Total Operating Expenses as of July 31, 2017 were \$1,769,342 a decrease of \$373,564 or 17.4% compared to budget. Significant variances in expenses compared to budget for the ten months ending July 31, 2017 are as follows:

- Personnel Expenses are down \$134,278 or 15.4% to budget.
- Professional Services expenditures are down \$120,753 or 41.2% to budget, primarily due to expenses being lower than anticipated.
- Legal Services year to date are as follows:

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	TOTAL
GENERAL	\$ 8,907	\$ 14,542	\$ 15,521	\$ 24,835	\$ 10,155	\$ 15,945	\$ 16,402	\$ 5,507	\$ 7,711	\$ 3,914	\$ 123,437
BOARD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,430	\$ 1,430
CUSTOMS	\$ -	\$ -	\$ 125	\$ 390	\$ -	\$ -	\$ 390	\$ 780	\$ -	\$ 728	\$ 2,413
EMAS	\$ 250	\$ 257	\$ -	\$ 885	\$ 1,826	\$ -	\$ -	\$ -	\$ -	\$ 598	\$ 3,816

Total Capital Expenditures as of July 31, 2017 were \$4,913,435. The majority of Capital Expenditures were attributable to Task 40 – Customs Facility and Task 42 – EMAS of the Capital Improvement Program. Of the total \$4,913,435 in Capital Expenditures, \$6,229 were attributable to project-related legal fees, while \$104,934 were attributable to Capital Outlay purchases of airfield equipment, information systems equipment and an airport vehicle.



Boca Raton Airport Authority
Income Statement: Budget Variance Summary
For the Ten Months Ending July 31, 2017
 (unaudited)

Summary Results

	FY 2017 Annual Budget	FY 2017 July Actual	FY 2017 July Budget	Variance FY 2017 Actual vs. Budget	
				Dollars	Percent
Operating Revenues	\$ 3,449,127	\$ 2,993,039	\$ 2,874,273	\$ 118,767	4.1%
Operating Expenses	\$ 2,571,487	\$ 1,769,342	\$ 2,142,906	\$ (373,564)	-17.4%
Operating Income/(Loss) before depreciation	\$ 877,640	\$ 1,223,697	\$ 731,367	\$ 492,330	67.3%
Depreciation	\$ 1,327,849	\$ 1,106,541	\$ 1,106,541	\$ -	0.0%
Net Income/(Loss)	\$ (450,209)	\$ 117,156	\$ (375,174)	\$ 492,330	-131.2%
Capital Contributions	\$ 9,207,633	\$ 450,561			
Change in Net Assets	\$ 10,085,273	\$ 1,674,258			



Boca Raton Airport Authority
Actual Revenue Results Versus Budget
For the Ten Months Ending July 31, 2017
 (unaudited)

Revenue Summary

	FY 2017 Annual Budget	FY 2017 July Actual	FY 2017 July Budget	Variance FY 2017 Actual vs. Budget	
				Dollars	Percent
Rent Revenues	\$ 2,840,927	\$ 2,382,697	\$ 2,367,439	\$ 15,258	0.6%
Fuel Flowage Fees	\$ 425,000	\$ 492,572	\$ 354,167	\$ 138,406	39.1%
Interest Income	\$ 58,500	\$ 44,250	\$ 48,750	\$ (4,500)	-9.2%
Customs Facility Revenue	\$ 36,000	\$ -	\$ 30,000	\$ (30,000)	-100.0%
Other Revenues	\$ 88,700	\$ 73,520	\$ 73,917	\$ (397)	-0.5%
Total Operating Revenues	\$ 3,449,127	\$ 2,993,039	\$ 2,874,273	\$ 118,767	4.1%
FDOT Grants	\$ 2,487,633	\$ 357,859			
FAA Grants	\$ 6,720,000	\$ 92,702			
Total Capital Contributions	\$ 9,207,633	\$ 450,561			



Boca Raton Airport Authority
Actual Expense Results Versus Budget
For the Ten Months Ending July 31, 2017
(unaudited)

Expense Summary

	FY 2017 Annual Budget	FY 2017 July Actual	FY 2017 July Budget	Variance FY 2017 Actual vs. Budget	
				Dollars	Percent
Personnel Expenses	\$ 1,046,654	\$ 737,933	\$ 872,212	\$ (134,278)	-15.4%
Professional Services	\$ 352,000	\$ 172,580	\$ 293,333	\$ (120,753)	-41.2%
Operating Expenses	\$ 239,339	\$ 192,594	\$ 199,449	\$ (6,855)	-3.4%
Airport Operations	\$ 461,691	\$ 344,259	\$ 384,742	\$ (40,483)	-10.5%
Insurance Expense	\$ 181,711	\$ 115,316	\$ 151,426	\$ (36,110)	-23.8%
ATCT Facility	\$ 51,432	\$ 39,622	\$ 42,860	\$ (3,238)	-7.6%
Customs Facility	\$ 77,808	\$ 127	\$ 64,840	\$ (64,713)	-99.8%
Marketing & Special Events	\$ 160,852	\$ 136,929	\$ 134,043	\$ 2,885	2.2%
Projects	\$ -	\$ 29,981	\$ -	\$ 29,981	100.0%
Total Operating Expenses	\$ 2,571,487	\$ 1,769,342	\$ 2,142,906	\$ (373,564)	-17.4%
Capital Outlay	\$ 200,500	\$ 104,934			
Capital Improvement Program	\$ 10,109,541	\$ 4,808,501			
Total Capital Expenditures	\$ 10,310,041	\$ 4,913,435			



Boca Raton Airport Authority
Balance Sheet Summary
July 31, 2017
(unaudited)

Summary Results

ASSETS		LIABILITIES AND CAPITAL	
Current Assets		Current Liabilities	
Cash and Cash Equivalents	\$ 331,384	Accounts Payable	\$ 419,699
Receivables	\$ 91,925	Due to Other Governments	\$ 114,720
Due From Other Governments	\$ 410,604	Compensated Absences, short-term	\$ 19,348
Money Markets	\$ 483,610	Deferred Rent Income	\$ 143,856
Certificates of Deposit	\$ 3,605,060		
Certificates of Deposit, Restricted	\$ 181,976	Total Current Liabilities	\$ 697,623
Other Assets	\$ 160,337		
		Non-Current Liabilities	
Total Current Assets	\$ 5,264,896	Security Deposits	\$ 167,879
		Compensated Absences, long-term	\$ -
Non-Current Assets		Total Non-Current Liabilities	\$ 167,879
Rent Receivable	\$ 494,644		
Capital Assets		Total Liabilities	\$ 865,502
Land	\$ 1,791,886	Capital	
Avigation Easements	\$ 4,835,961	Florida Operations Trust Fund	\$ 267,950
Project in Progress	\$ 17,234,725	Retained Earnings	\$ 31,463,161
Buildings	\$ 2,854,224	Contributed Capital - Federal	\$ 317,029
Land Procurement	\$ 955,070	Contributed Capital - State	\$ 6,430,281
Leasehold Improvements	\$ 8,220,981	Net Income	\$ 567,718
Furniture, Fixtures, and Equipment	\$ 2,750,159		
Infrastructure	\$ 13,646,351	Total Capital	\$ 39,046,139
Less Accumulated Depreciation	\$ (18,137,256)	Total Liabilities & Capital	\$ 39,911,641
Total Non-Current Assets	\$ 34,646,746		
Total Assets	\$ 39,911,641		



Memo

To: Mitchell Fogel, Chair and Board Members

From: Clara Bennett, Executive Director

Date: August 16, 2017

RE: **Boca Aircraft Owners, Inc. – Tenth Amendment to Lease Agreement**

AGENDA ITEM – VIII – A

In accordance with the terms of the Lease Agreement with Boca Aircraft Owners, Inc., ownership of hangar buildings 1-5 reverted to the Authority on April 30, 2017. An Eighth Amendment was approved by the Board at the April 26, 2017 meeting and a Ninth Amendment was approved at the July 19, 2017 meeting to allow the parties to continue negotiations regarding a rental rate and method for future adjustments.

Airport Management and representatives of Boca Aircraft Owners have concluded the negotiations as outlined in the attached term sheet.

Airport Management and Legal Counsel recommend Board approval of the proposed summary of negotiated terms for determining the fair market value of rent for Hangar Buildings 1 through 6 under the lease between Boca Raton Airport Authority and Boca Aircraft Owners via Resolution No. 08-23-17.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION NO. 08-23-17

A Resolution of the Boca Raton Airport Authority further amending the Lease and Operating Agreement with Boca Aircraft Owners, Inc.

WHEREAS, The Boca Raton Airport Act, Laws of Florida, provides that the Boca Raton Airport Authority (the "Authority") shall have jurisdiction over the operation, maintenance of, and improvements to the Boca Raton Airport;

WHEREAS, the Authority entered into a Lease and Operating Agreement with Boca Aircraft Owners, Inc. on or about October 5, 1983, and the parties have amended that Lease nine times, (collectively, the "Lease"); and

WHEREAS, the Lease provides that the ownership of Hangars One through Five reverts to the Authority on April 30, 2017; and

WHEREAS, the Lease further provides that the parties negotiate for a period of one hundred twenty (120) days regarding the setting of a rental rate and adjustments thereto, reflecting the Authority's ownership of the Hangars; and

WHEREAS, the Lease provides that the parties enter arbitration if the rental rate cannot be agreed to in the one hundred twenty (120) day negotiation period; and

WHEREAS, on April 26, 2017, the Eighth Amendment to the Lease was approved by the Authority to extend the negotiation period for three months, and

WHEREAS, on July 28, 2017 the Ninth Amendment to the Lease was approved by the Authority to extend the negotiation period until August 9, 2017, and

WHEREAS, the Tenth Amendment is being prepared consistent with the attached summary of negotiated terms proposed by staff and representatives of Boca Aircraft Owners for Board review and approval to determine fair market value of rent for Hangar Buildings 1-6 under the Lease between Boca Raton Airport authority and Boca Aircraft Owners.

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 16th DAY OF AUGUST 2017, AS FOLLOWS:

- 1. The foregoing recitals are hereby incorporated into this resolution as the legislative intent of the Authority.**
- 2. The Authority hereby agrees to the proposed summary of negotiated terms, which includes a process for determining the fair market value of rent for Hangar Buildings 1 through 6, as well as a method for determining the rent for Buildings 7 and 8 and insurance obligations.**
- 3. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary or prudent to complete negotiation and drafting of the Tenth Amendment to be brought before the Authority for further approval at the September 2017, Authority meeting, consistent with the intent of this Resolution Number 08-23-17.**

4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution No. 08-23-17.

ADOPTED by the Boca Raton Airport Authority, this 16th day of August 2017.

ATTEST:

BOCA RATON AIRPORT AUTHORITY

Randy Nobles
Secretary Treasurer

Mitchell Fogel
Chair

**SUMMARY OF NEGOTIATED TERMS FOR DETERMINING THE FAIR
MARKET VALUE OF RENT FOR BUILDINGS 1 THROUGH 6 UNDER THE LEASE
BETWEEN BOCA RATON AIRPORT AUTHORITY AND
BOCA AIRCRAFT OWNERS, DATED OCTOBER 5, 1983, AS AMENDED**

The Ninth Amendment to the October 5, 1983 Lease and operating Agreement, as amended, between Boca Raton Airport Authority and Boca Aircraft Owners, Inc., gave the parties until August 9, 2017 to negotiate the rent for Buildings 1 through 6 from April 30, 2017, when title to the Buildings reverted to the Airport.

The parties have engaged in good faith negotiation to determine a fair market value for the rent, as is required by the Authority's FAA Grant Assurances. The following terms have been tentatively agreed upon by staff and representatives of Boca Aircraft Owners, Inc., subject to approval by the Board:

- The rent for Buildings 1 through 6 shall be based on 40% of Gross Rental Receipts. There will be no Ground Rent, Bonus Rent, or other forms of rent for Buildings 1 through 6. The 40% number takes into account Boca Aircraft Owners' history of high quality maintenance of the property and its expectation that significant capital investments will be made in the future in order to maintain that same high quality, however, the parties do not contemplate that the Amended Lease will impose on Boca Aircraft Owners specific quantitative capital investment requirements.
- The rent due for Buildings 7 and 8 shall be the Ground Rent only, which shall be determined by apportioning the current land rent based on the square footage of Buildings 7 and 8, including ancillary areas used as part of Buildings 7 and 8. CPI-U shall be used to determine yearly increases to the Ground Rent for Buildings 7 and 8.

- Insurance equal to full replacement value for the Buildings shall be purchased by Boca Aircraft Owners at its expense for the Buildings.

The parties are still negotiating language regarding the details of the foregoing terms and expect to have a draft Tenth Amendment to the Lease for Board consideration and approval during the September Board meeting. However, if the Board concurs with the terms set forth herein, the parties will have reached a meeting of the minds on the essential terms related to the setting of the rent for Buildings 1 through 6 in compliance with the negotiation requirements of the Lease. Accordingly, if the Board directs staff to prepare a Lease for its consideration consistent with the terms set forth herein, staff recommends that the parties **not** enter Arbitration on the issue of a fair market value for building rent for Buildings 1 through 6.



Memo

To: Mitchell Fogel, Chair and Board Members
From: Jose Blanco, Operations Coordinator
Date: August 16, 2017
RE: **Operations and Noise Abatement Report, July 2017**

AGENDA ITEM – IX- A

Airport Management provides an overview of the Noise Abatement/Operations Summary for the month of July. This report is derived from the Air Traffic Control Tower operations report. These operations do not include night time flights, due to the tower being closed from 11:00 pm - 7:00 am.

During the month of July there were 5,782 operations reported by the Tower, which is twenty nine percent (29%) more than the operations reported in July 2016.

There were two (2) noise related call received on the Airport Authority Noise Hotline during the month of July.

Deliveries of Jet A fuel to the airport during the month of July were five percent (5%) less than July of the previous year. Av Gas deliveries during the month of July were fifty percent (50%) less than July of the previous year.

BOCA RATON AIRPORT AUTHORITY

OPERATIONS AND NOISE ABATEMENT REPORT



**JULY
2017**

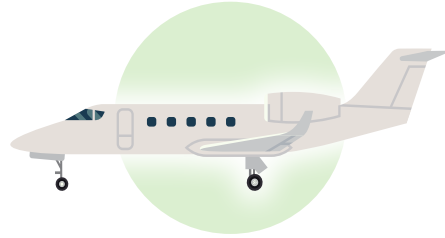
JULY 2017

OPERATIONS REPORT



49%

TRAINING



20%

IFR



31%

VFR

OPERATIONS BREAKDOWN

Chart 1: Breakdown of last month's operations based on type of operation (ex. Training, Instrument Flight Rules, Visual Flight Rules). An operation is counted as an arrival or a departure, a touch-and-go operation counts as two operations.

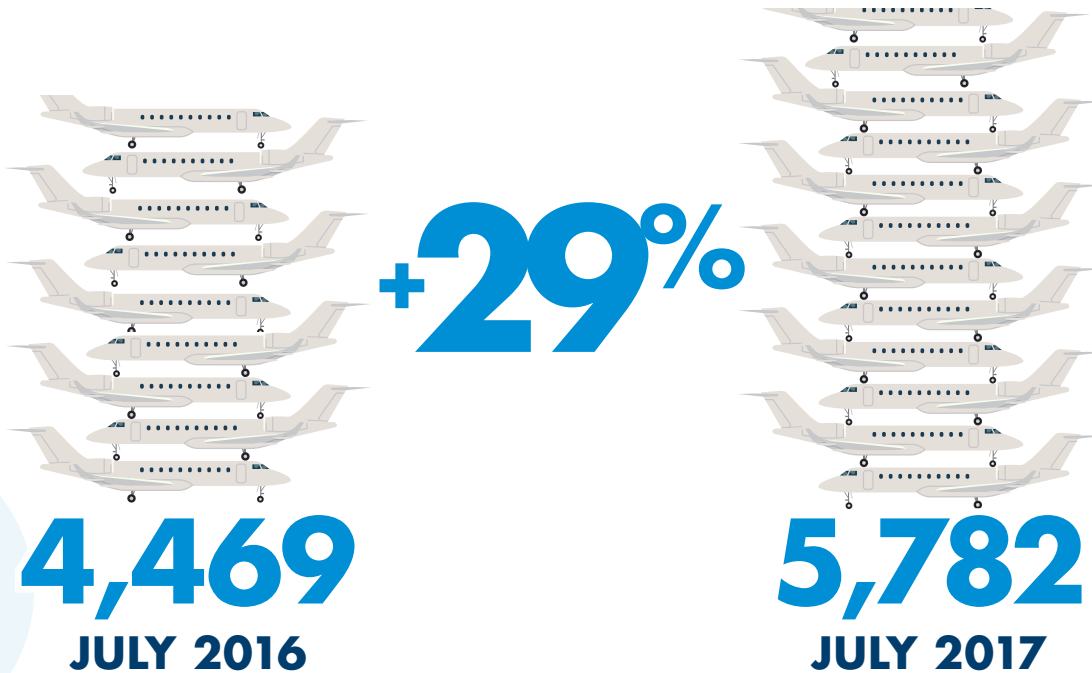


Chart 2: July 2017 operations compared to July 2016 tower operations.

ABBREVIATIONS:

IFR (Instrument Flight Rules): Planes flying on an instrument flight plan - Primarily jets. VFR (Visual Flight Rules): - Primarily propeller aircraft.
TFR (Temporary Flight Restriction): Airspace flight restriction imposed by the Federal Aviation Administration (FAA) when there is a government VIP or special event in the area.

JULY 2017

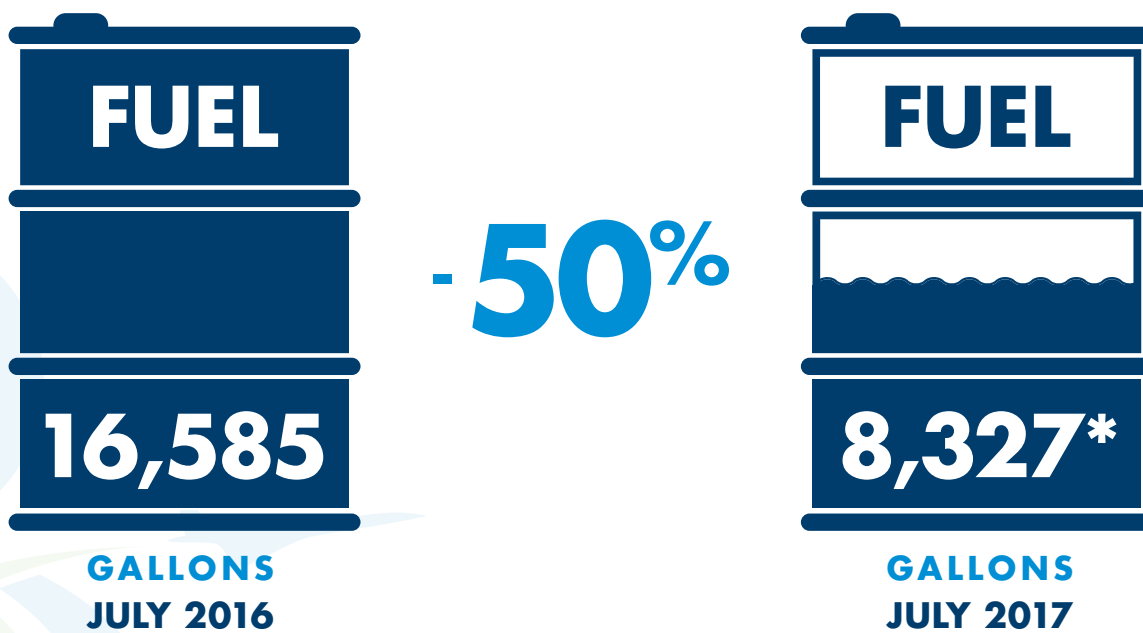
OPERATIONS REPORT



JET A FUEL REPORT

*Estimated numbers for the month of July 2017.

Chart 3: Month of July 2017 deliveries of Jet A in gallons compared to July 2016 deliveries of Jet A.



AV GAS FUEL REPORT

*Estimated numbers for the month of July 2017.

Chart 4: Month of July 2017 deliveries of Av Gas in gallons compared to July 2016 deliveries of Av Gas.

JULY 2017

NOISE ABATEMENT REPORT

NOISE CONCERNS PER QUADRANT

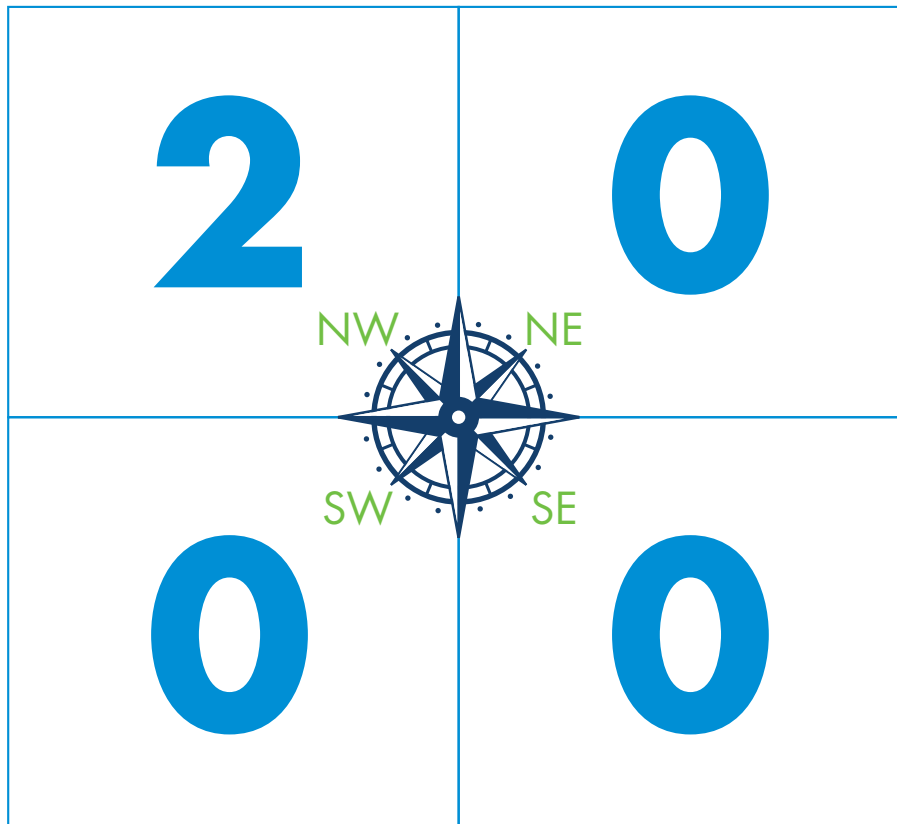
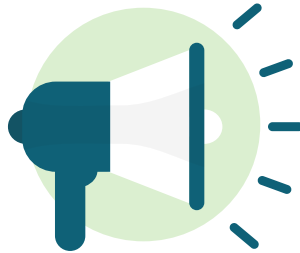


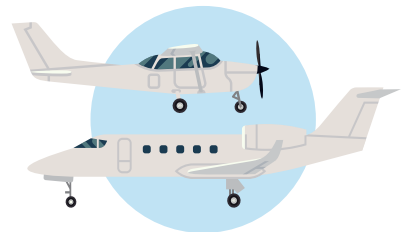
Chart 5: Noise concerns submitted via telephone, email, or on our website separated out by where the noise concern occurred in relation to the airport.



0%
TFR



100%
NOISE



0%
TRAFFIC

TYPE OF CONCERN

Chart 6: Type of noise concern and/or if it occurred during a Temporary Flight Restriction.

JULY 2017

NOISE ABATEMENT REPORT

VOLUNTARY CURFEW OPERATIONS

13
OPERATIONS



0%

DURING TFR

0 OUT OF 13

Chart 7: A voluntary curfew violation is an operation that occurred during our voluntary night curfew from 22:00 – 07:00 without prior notification to the airport. Voluntary curfew violators are notified of their violation via letter, email, or phone to inform them of the noise sensitivity of our community and to encourage them to operate outside our voluntary night curfew hours. Voluntary curfew operations that occurred during a TFR is also tracked.

JULY 2017

NOISE ABATEMENT REPORT

VOLUNTARY CURFEW OPERATIONS BY HOUR

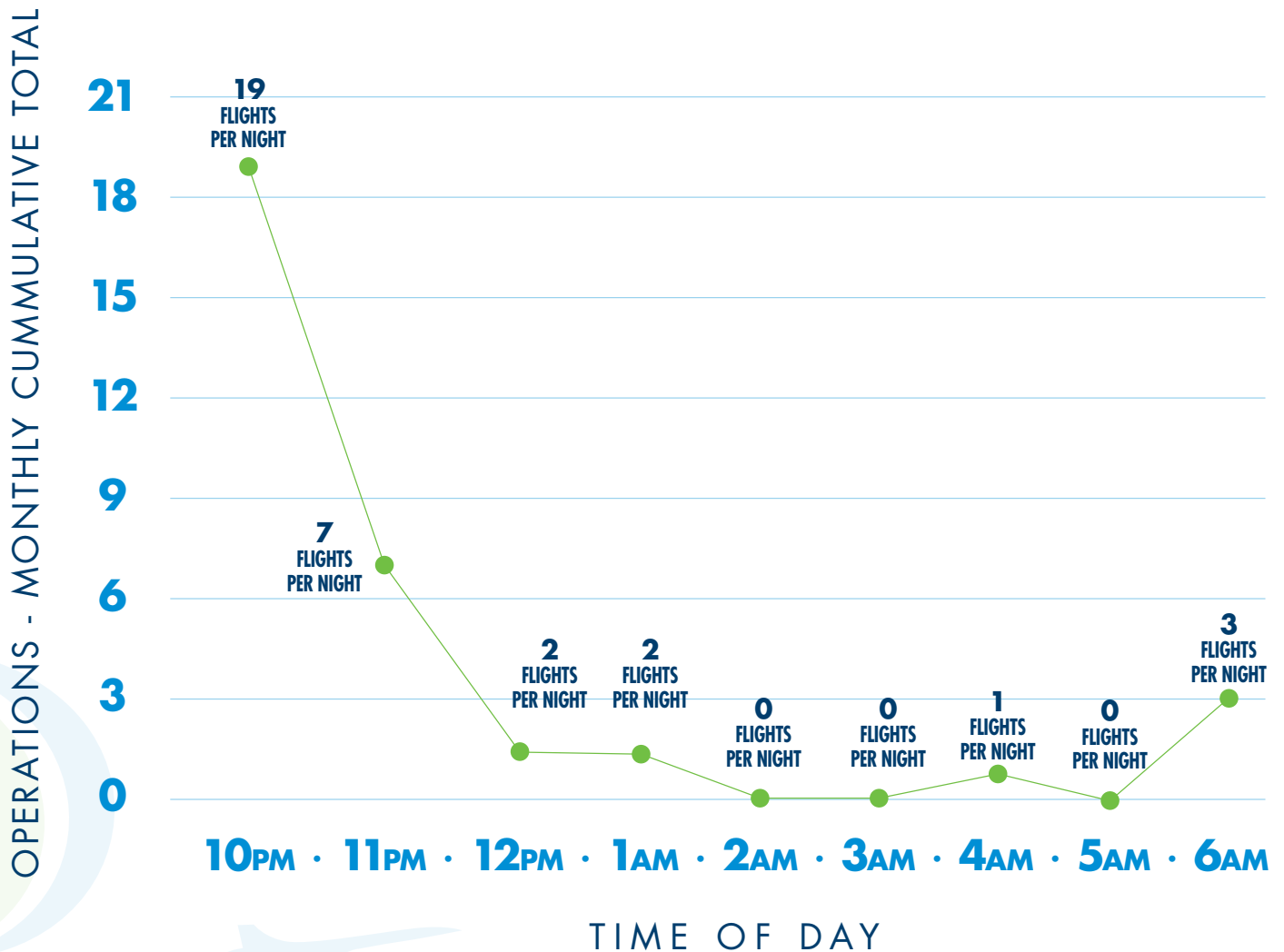


Chart 8: A voluntary curfew operation is an operation that occurred during our voluntary night curfew from 22:00 – 07:00. Chart breaks down the number of operations per hour during the voluntary curfew period in July 2017.

JULY 2017

NOISE ABATEMENT REPORT

RUNWAY DEPARTURE HEADING BY DIRECTION

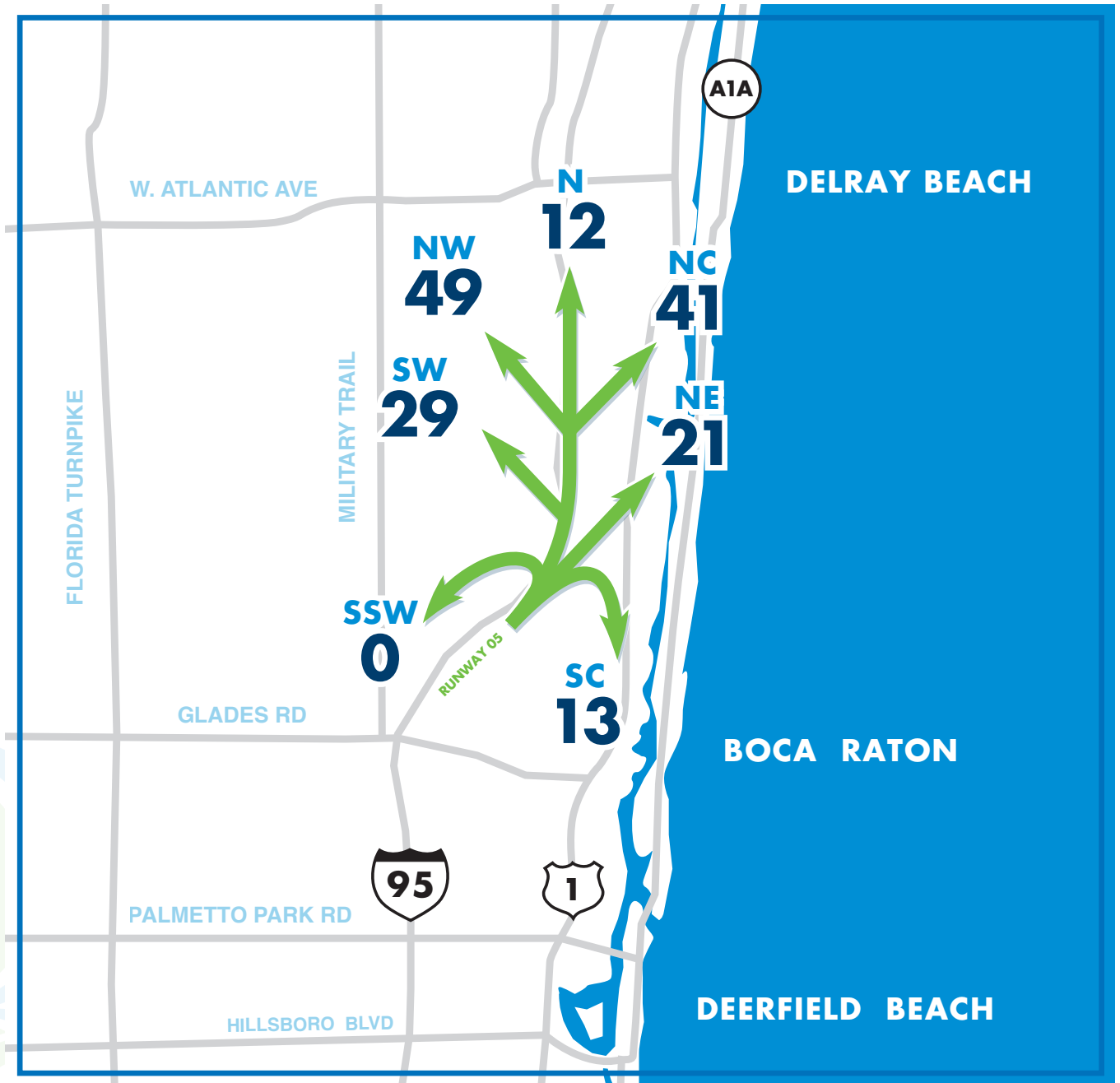


Chart 9: Departure heading is the direction an aircraft flies after taking off. Departure headings are assigned by the Tower to aircraft prior to departure. This chart does not include helicopter operations.



Memo

To: Mitchell Fogel, Chair and Board Members
From: Travis Bryan, Operations Manager
Date: August 16, 2017
RE: **Specialized Landscaping and Maintenance Services – Request for Proposals**

AGENDA ITEM – IX - B

A Request for Proposals for Specialized Landscaping and Maintenance Services for the Boca Raton Airport Authority was issued on June 4, 2017 and closed on July 7, 2017. These services cover the general grounds maintenance, landscaping, and irrigation repairs of Airport property in accordance with maintaining a first-class facility.

Leturmy Landscaping and Power Spraying of Boca Raton, the sole respondent, has extensive experience working with the Boca Raton Airport Authority and has operated safely on the Airport for many years. Two other companies attended a pre-bid meeting and site visit that occurred on June 13, 2017. Neither submitted a formal bid.

Airport Management recommends, pending legal review, the approval of Resolution Number 08-24-17 awarding a contract to Leturmy Landscaping and Power Spraying to be the Specialized Landscaping and Maintenance provider for the Boca Raton Airport Authority in the annual amount of \$78,000.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 08-24-17

A Resolution of the Boca Raton Airport Authority approving a contract with Leturmy Landscaping and Power Spraying to provide Specialized Landscaping and Maintenance Services to the Boca Raton Airport Authority

WHEREAS, The Boca Raton Airport Authority Act, Laws of Florida, provides that the Boca Raton Airport Authority (the "Authority") shall have jurisdiction over the operation, maintenance of, and improvements to the Boca Raton Airport (the "Airport");

WHEREAS, the Boca Raton Airport Authority requires landscaping and maintenance of a specialized manner;

WHEREAS, on June 4, 2017 the Authority issued Request for Proposals Number 2017-BRAA-001 for Specialized Landscaping and Maintenance Services (the "RFP");

WHEREAS, the Authority received one proposal in response to the RFP from Leturmy Landscaping and Power Spraying of Boca Raton;

WHEREAS, the Authority has determined that Leturmy is a responsible vendor of the services sought by the RFP and Leturmy's proposal was responsive to the terms and conditions of the RFP;

WHEREAS, the Authority has determined that it is in the best interest of the Airport to enter into a contract with Leturmy Landscaping and Power Spraying consistent with its proposal.

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 16th DAY OF AUGUST 2017, AS FOLLOWS:

- 1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.**
- 2. The Authority hereby approves the License Agreement, and authorizes the Chair or Vice-chair to execute it on the Authority's behalf.**
- 3. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary or prudent to effectuate the intent of this Resolution Number 08-24-17.**
- 4. The Chair or Vice-Chair of the Boca Raton Airport Authority is hereby authorized to execute this Resolution Number 08-24-17.**

ADOPTED by the Boca Raton Airport Authority, this 16th day of August 2017.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

Randy Nobles
Secretary/Treasurer

Mitchell Fogel
Chair



AGREEMENT FOR SPECIALIZED LANDSCAPING MAINTENANCE SERVICES

THIS AGREEMENT FOR SPECIALIZED LANDSCAPING MAINTENANCE SERVICES (together with the exhibits attached hereto, as the same may be amended as needed, this "Agreement") is made and entered into this August 16, 2017 (the "Effective Date"), between the Boca Raton Airport Authority (the "AUTHORITY"), a public body politic, and Leturmy Landscaping and Power Spraying, Inc., a Florida corporation (hereinafter referred to as the "CONTRACTOR").

RECITALS

WHEREAS, the AUTHORITY conducted a competitive procurement process in accordance with its Procurement Code and issued RFP #2017-BRAA-001 (the "RFP") to select a vendor to perform landscaping maintenance services at the Boca Raton Airport; and

WHEREAS, CONTRACTOR submitted its proposal through the competitive process, and the AUTHORITY selected CONTRACTOR, by resolution No. 08-____-17.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual undertakings, covenants and agreements herein contained and assumed, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby covenant and agree as follows:

- 1) **Recitals Incorporated.** The foregoing recitals are true and correct, and are hereby incorporated into the Agreement.
- 2) **Definitions.** The following terms when used throughout this Agreement shall have the following meanings:
 - a) "*Small Mower Areas*" means the areas depicted as such in the Diagram attached hereto as Exhibit "B".
 - b) "*Bush Hog Mower Areas*" means the areas depicted as such in the Diagram attached hereto as Exhibit "B".

- c) *“Retention Basins”* means the areas depicted as such in the Diagram attached hereto as Exhibit “B”.
 - d) *“Edging/Trimming Areas”* means the areas depicted as such in the Diagram attached hereto as Exhibit “B”.
 - e) *“Tree/Shrub Maintenance Areas”* means the areas depicted as such in the Diagram attached hereto as Exhibit “B”.
- 3) **The Work.** CONTRACTOR shall perform any and all services for the AUTHORITY set forth in the Scope of Services, which is attached hereto as Exhibit “A” to the Agreement. The AUTHORITY may request that the CONTRACTOR perform services outside of the Scope of Services (“Additional Services”).
- 4) **Incorporating the RFP Process.** The terms and conditions of the RFP and the CONTRACTOR’s Proposal are hereby incorporated into this Agreement. If there is a conflict between any of the terms or conditions of this Agreement, and the terms and conditions of the RFP, the CONTRACTOR’s original proposal and the clarifications to the CONTRACTOR’s proposal, the terms and conditions of this Agreement shall control, followed by the terms and conditions of the RFP, the clarifications to the CONTRACTOR’s proposal and the CONTRACTOR’s original proposal.
- 5) **Term.** The Term of this Agreement commences on the Effective Date and runs for a period of three (3) calendar years from the Effective Date. Upon thirty (30) days written notice to the CONTRACTOR, this Agreement may be renewed by the Airport Manager on the same terms and conditions as set forth herein for up to two (2) additional one-year periods (the “Renewal Periods”).
- 6) **Renewal Period.** If this Agreement is renewed, each Renewal Period begins upon the expiration of the Term or the previous Renewal Period, whichever is applicable, and runs for a period of one (1) year.
- 7) **Compensation.** The AUTHORITY shall pay CONTRACTOR \$78,000.00 annually in twelve monthly installments of \$6,500.00 for performance of the services listed in the Scope of Services. The AUTHORITY shall pay CONTRACTOR for any Additional Services performed at a rate of \$40 per hour. By the 5th day of each calendar month, the CONTRACTOR shall provide the AUTHORITY with an invoice providing for the monthly installment for performance of the Scope of Services and detailing the Additional Services performed during the previous calendar month, the time expended and the total amounts charged. The AUTHORITY shall make payment to CONTRACTOR by within fifteen (15) days of receipt of the invoice.
- 8) **Right to Set-Off.** The AUTHORITY may set-off against any amounts owed to the CONTRACTOR, any costs, expenses or damages incurred or suffered by the AUTHORITY as a result of the actions or inactions of the CONTRACTOR.
- 9) **Events of Default.** Unless otherwise specified herein, any Event of Default shall be subject to a cure period of ten (10) days commencing upon written notice of the Event of Default to the party in default. Each of the following events shall constitute an Event of Default:
- a) Any failure by either party to observe, comply with, or perform any provision

- or covenant of this Agreement;
- b) Any failure by CONTRACTOR to obtain and/or maintain in full force and effect any of the insurance policies required under this Agreement;
 - c) If CONTRACTOR becomes insolvent or is unable to pay its debts as they become due or CONTRACTOR becomes subject to a proceeding in bankruptcy, dissolution, or liquidation if the proceeding is not dismissed within sixty (60) days;
 - d) If CONTRACTOR performs or executes a general assignment for the benefit of its creditors or threatens in writing to suspend its operations or a substantial part thereof;
 - e) Any suit or other legal action is filed against CONTRACTOR, which if adversely determined, would prohibit or substantially impair the ability of CONTRACTOR to perform its obligations under this Agreement, which suit is not dismissed within one-hundred twenty (120) days; or
 - f) If CONTRACTOR shall attempt or there shall occur any assignment, subleasing or other transfer of CONTRACTOR's interest in or with respect to this Agreement except as otherwise permitted in this Agreement.
- 10) **Independent CONTRACTOR.** CONTRACTOR shall at all times during this engagement be and remain an independent contractor and not an employee of the AUTHORITY. CONTRACTOR shall be solely responsible for the payment of all required taxes. The AUTHORITY will not provide workmen's compensation, health insurance, life insurance, retirement or any other benefits to CONTRACTOR or CONTRACTOR's employees.
- 11) **Notice.** Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the AUTHORITY; (ii) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt, or (iii) five (5) business days after the mailing date, if sent by U.S. mail, return receipt requested, postage and charges prepaid, in each case to the following address:

The AUTHORITY:	Boca Raton Airport Authority 903 NW 35 th St. Boca Raton, FL 33431 Attn: Clara Bennett, Airport Director
with a copy to:	Lewis, Longman, Walker 515 North Flagler Dr. Suite 1500 West Palm Beach FL, 33401 Attn: Amy Petrick, Esq.

CONTRACTOR:	Leturny Landscaping and Power Spraying, Inc. Attn: Jerry Leturny 540 N.E. 17 th Street Boca Raton, FL 33432 US

- 12) **Termination for Convenience.** This Agreement may be terminated without cause and for the convenience of the AUTHORITY at any time upon thirty (30) days advance written notice to CONTRACTOR. If this Agreement is terminated for convenience, CONTRACTOR shall be paid for any work performed to the effective date of termination. CONTRACTOR acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the AUTHORITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for the AUTHORITY's right to terminate this Agreement for convenience.
- 13) **Assignment.** This Agreement and the rights and obligations created under it shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. CONTRACTOR may not assign this Agreement without the written consent of the AUTHORITY, which may be withheld at the AUTHORITY's discretion.
- 14) **Insurance.** During the Term of this Agreement, CONTRACTOR shall comply fully with the insurance requirements of the Boca Raton Airport Rules and Regulations, as they may be amended from time to time, and which may be found at www.bocaairport.com. The AUTHORITY may rescind this Agreement if the CONTRACTOR fails to comply fully with these insurance requirements within ten (10) days of the Effective Date.
- 15) **Licenses and Permits.** CONTRACTOR represents and warrants to the AUTHORITY that it has all licenses and permits required by any governmental authority, whether federal, state, regional or local, in order to provide the services described in this Agreement for the AUTHORITY. CONTRACTOR shall maintain all licenses and permits required to perform the Work or identified in the CONTRACTOR's Proposal throughout the Term of this Agreement and any Renewal Periods.
- 16) **Indemnification.** CONTRACTOR shall indemnify, defend and hold harmless the AUTHORITY, together with its respective members, agents, officers, advisors, assignees, and employees (and such obligation shall survive the termination of this Agreement) from fines, penalties, damages, liabilities, judgments, injunctions, writs, debts and harm resulting from any actions, demands, claims, suits, or proceedings, including, but not limited to, taxes, reasonable costs and expenses, reasonable attorney's fees and court costs through final appeal, arising out or in connection the performance by CONTRACTOR of the services described in the Scope of Services.
- 17) **Entire Agreement.** This Agreement supersedes all prior agreements and understandings between the parties respecting the subject matter hereof and constitutes the entire agreement

between the parties. No representations or statements made by any representative of the AUTHORITY which are not stated herein shall be binding.

- 18) **Amendments.** This agreement may be amended only in writing executed by both parties.
- 19) **Severability.** If any provision of this Agreement is held invalid or unenforceable, then such provision shall be modified automatically to the extent necessary to make such provision fully legal, valid or enforceable.
- 20) **Access.** CONTRACTOR understands, acknowledges and agrees that access to the Boca Raton Airport may be limited by relevant governmental authorities including the AUTHORITY, and the AUTHORITY shall not be liable for breaches of this Agreement caused by the denial of access to the Boca Raton Airport. Unless otherwise provided for, the AUTHORITY shall be given notice of CONTRACTOR's intent to access the Boca Raton Airport and access shall not interfere with the Boca Raton Airport operations.
- 21) **True and Complete Disclosure.** All statements made and all information furnished by CONTRACTOR to the AUTHORITY in connection with the RFP process by which this Agreement was awarded were, and continue to be, true and correct in all material respects. CONTRACTOR acknowledges and understands that such truth and correctness is a material term of this Agreement. CONTRACTOR represents and warrants that it has made no statements to the AUTHORITY that were intended to mislead it in selecting the CONTRACTOR's Proposal.

IN WITNESS WHEREOF, the parties enter into and execute this Agreement, through their duly authorized signatories, in Boca Raton, Florida on the date set forth above.

LETURMY LANDSCAPING AND POWER SPRAYING, INC.

By: _____

Name: _____

Title: _____

BOCA RATON AIRPORT AUTHORITY

By: _____

Name: _____

Title: _____

EXHIBIT "A"

Scope of Services

CONTRACTOR shall:

- 1) Mow the Small Mower Areas every 10 days at a minimum.
- 2) Bush Hog areas shall be mowed at least once per month.
- 3) Mow the Retention Basins at least once per month to water line. Maintenance of the retention basins may require the use of hand-held trimmers along the basin perimeters where the slopes will preclude the use of a small or bush hog mower.
- 4) When the Retention Basins are dry, they shall be mowed no less than eight (8) times per year.
- 5) Trim, prune, weed, edge, and clean the Tree/Shrub Maintenance Areas as needed in a manner consistent with excellent landscaping standards, and/or as directed by Airport Management.
- 6) Repair and maintain the Airport's irrigation systems as required to keep the systems in excellent working condition. Required services include the replacement of broken and/or clogged sprinkler heads and rotors, adjusting spray fields, repair of minor leaks, required service and maintenance of pumps, motors and timers, and flushing of clogged lines.
- 7) Fertilize the Admin, Tower, Electrical Vault, and US Customs facilities no less than two (2) times per year in a manner consistent with excellent landscaping standards.
- 8) Control weeds and pests in all of the areas of the Airport in a manner consistent with excellent landscaping standards.
- 9) Trim and prune all trees, hedges, and ornamental landscaping within the Tree/Shrub Maintenance Areas.
- 10) Trash pickup within the Airport in a manner consistent with excellent landscaping standards, and/or as directed by Airport Management.

EXHIBIT "B"

Airport Diagram



LETURMY LANDSCAPING AND POWER SPRAYING, INC.
P.O. DRAWER 70
BOCA RATON, FL. 33429

June 28, 2017

**RE: Boca Raton Airport Authority Response to Request for Proposal – Specialized Landscaping Maintenance Services
RFP #2017**

Pursuant to the Boca Raton Airport Authority Procurement Code (the "Procurement Code"), the Boca Raton Airport Authority (the "BRAA"), please find the below response to the request for the proposal for Specialized Landscaping Services.

Respondent Profile:

- 1) The Respondent's legal name(s), headquarters address, local office address, state of incorporation, and key firm contact names.
 - Legal name, headquarters address:
Leturmy Landscaping and Power Spraying Inc.
540 N.E. 17th Street
Boca Raton, Florida 33432
 - Local Office Address:
725 S.W. 16th Ave
Delray Beach, Florida 33444
Business Telephone – (561) 789-6791 or (561) 395-1717
 - State of Florida Incorporation:
Florida
Key contact names: Jerry E. Leturmy, Owner/President
- 2) A complete corporate or entity history of the Respondent, including date of incorporation or creation, name changes, dissolutions, reinstatements, etc.
 - Leturmy Landscaping and Power Spraying is a Corporation organized under the laws of the State of Florida, filed June 6th, 1986.
- 3) The Respondent's federal ID number:
 - FID #59-2699257
- 4) Whether the Respondent is legally authorized, pursuant to the requirements of the Florida Statutes, to do business in the State of Florida:
 - Most recent Annual Report was filed on May 14th, 2017, document number of this Corporation is : J18308

Proposal Requirements:

1.) Summary of Experience and Qualifications:

The following is a summary of my professional capabilities and qualifications as it relates to the proposal requirements:

Leturmy Landscaping and Power Spraying is a family owned and operated business since 1946, specializing in residential and commercial landscape maintenance, installation & pest control services. Over the past decades, we have had served hundreds of clients within the South Florida Tri-County area and during the past 15 years contracted services with the Boca Raton Airport Authority specifically.

The following are the business licenses for Leturmy Landscaping:

City of Boca Occupational license #1700017215

Palm Beach County license #1998-04134

State of Florida license #JB804

State Farm Automobile Insurance #0347-9620-19

Business liability insurance coverage carrier is Markel Ins. Co., policy #PCG20022311-03

Workers Compensation Insurance – Florida Citrus Business & Industries #10-645861

(Note - All employees are covered under workers compensation and are **NOT** independent contractors and are covered under the insurance policy.)

All copies of licenses and insurance policies are attached.

• Experience performing landscaping services for large and diversely landscaped properties, including but not limited to mowing, edging, weed-trimming, and tree/shrub maintenance as described further below:

- ***Small Mower Areas*** - Consists of airport frontage and airfield areas located on and off Airport property. These areas are within public view and should be maintained with the use of a small mower (i.e. 21-48" deck size). These areas include the Administration Building, Vault Area, Tower & Customs Building, which will be mowed every 10 days.
- ***Bush Hog Mower Areas*** – The Airfield areas will be mowed once a month. The east & west sides of Airport Road & ramp areas between P-1 & P-9, will be maintained with a bush hog or wide area mower and will be mowed every 15 days.
- ***Retention Basins*** - Consists of drainage areas located on Airport property and adjacent to Airport Road. These areas will require the combination of hand held trimmers, small mower and/or a bush hog mower. When the retention basin bottoms are dry, they will be bush hogged no less than 8 times per year.
 - Note that the retention basin sides will be trimmed to the water level at least once per month using handheld trimmers.
- ***Edging/Trimming Areas*** - All turf perimeters along and around walks, curbs, walls, monuments and all above ground infrastructure (i.e. airfield signs, navigational aids, fence, etc.) and trees will be edged or trimmed at each mowing cycle so as to produce a neat, well kept appearance in accordance to the Airport Management standards..
- ***Tree/Shrub Maintenance Areas*** - These areas will require periodic maintenance services such as trimming, pruning, weed control and general cleanup.

- *Trimming and pruning of all palm and shade trees* located outside of the tree/shrub maintenance above is included in the routine contract service and will be performed 2 times per year with at least 4 months between each occurrence.
- At the time of this proposal, the inventory includes:
 - 33 Sabal Palms
 - 2 Shade Trees
 - 5 Royal Palms
 - 6 Queen Palms
- *Repairs and maintenance to the irrigation systems* will be performed as required to maintain excellent working condition of the system.

Note: The below is not included in annual routine maintenance:

- Major Irrigation repairs: The definition of major irrigation repairs includes underground line breakage and will be performed at a rate of \$40.00 per hour, per person, not including material cost. Due to the nature of the repair and materials needed, cost will be provided prior to repair.

Non-Major Irrigation repairs including labor:

- Rotor heads - \$20.00 each
- Mist heads - \$5.00 each
- Electric valves - \$30.00 each
- Solenoids - \$18.00 each

(Note – any replacement of sprinkler head repairs due to our negligence, will be replaced at no cost.)

- *Fertilization* of the Tower & Vault areas, no less than 2 times per year in a manner consistent within landscaping standards.
- *Weed and Insect Control* - will be performed as needed.

• Experience, expertise and all necessary licensure for the storage and application of chemicals, fertilizer, defoliants and pesticides will be performed by the owner holding the following credentials:

- Leturmy Landscaping and Power Spraying holds a State of Florida Pest Control License to perform lawn and ornamental pest control services. **License #JB804**
- I, Jerry Leturmy, owner & operator, is a State Certified Pest Control Operator - **License #JF1928**. Continuing education is completed each year to maintain this certification.
- Leturmy Landscaping and Power Spraying has a permit for Wellfield Protection - ERM File #084, #PA-89-082, which is renewed each year with the Palm Beach County Board of Commissioners.
- Inspections are performed by the State of Florida upon request.
- *Trash pickup within the airport will be performed in the proper manner.*

For the above listed maintenance services, Leturmy Landscaping & Power Spraying has the necessary equipment and manpower to perform these service requirements and are included in the contract. Equipment used to perform the above services is located at the Company business location.

- ***Experience performing landscaping maintenance services at an Airport is preferred.***
 - Leturmy Landscaping has been performing landscape maintenance services for the Boca Raton Airport Authority for the past 15 years.
 - Leturmy Landscaping has been performing landscape maintenance services for the following airport related entities:
 - Boca Aircraft Owners, Inc. (Over 30 years)
 - Boca Aviation (11 years)
 - Atlantic Aviation (4 years)
 - Boca Aviation Building
 - Runway 5-23 Hangars
 - Signature Flight Support (6 years)
 - Avitat (1 year – change in ownership to Signature)

- ***Specialized training and knowledge of all relevant FAA and Airport operations and procedures is preferred.***

Based on the years of experience performing specialized airport maintenance for the various airport related entities listed above, Leturmy Landscaping has vast knowledge of all relevant FAA and Airport operations and procedures. In order to facilitate these services we maintain a FAA Airport radio to ensure communications between the airport tower and ground. I, Jerry Leturmy has developed a high standard /highly professional working relationship with the Tower personnel to ensure that Airport Safety and tower operation is provided.

In addition, all employees of Leturmy Landscaping and Power Spraying are issued name tags by the Boca Raton Airport Authority and are briefed on the necessary security measures to be adhered to while working on the grounds.

- ***The ability to respond to emergency grounds maintenance issues with qualified personnel within a reasonable timeframe.***

Leturmy Landscaping is located within close proximity of the grounds of the “Airport”, which ensures a proper response time to any emergency issues that may arise.

All of the above services are performed solely by Leturmy Landscaping and Power Spraying, therefore no outside vendors are subcontracted to complete these services.

2.) Bankruptcy, Litigation & Contract Dispute Information:

Not Applicable.

3.) Criminal History Information:

Not Applicable.

4) Negative Contract Performance Information:

Not Applicable

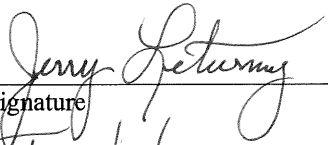
5.) Financial Terms:

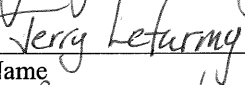
Specialized Landscape Maintenance Services include all "Airport Boundaries/Work Area" as listed on the map legend included in the RFP request. Services include but are not limited to; small mower areas, bush hog areas, retention basins, edging & trimming areas and tree/shrub maintenance areas for a monthly sum of \$6,500.

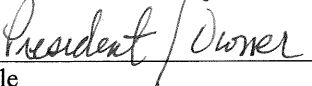
For the above listed maintenance services, Leturmy Landscaping & Power Spraying has the necessary equipment and manpower to perform these service requirements and are included in the contract.

6.) Statement of Offer:

I, Jerry E. Leturmy, Owner & President, as principal or agent of Leturmy Landscaping & Power Spraying, hereby agree and certify that this Proposal constitutes an offer to the BRAA to perform the Work set forth in the RFP in accordance with the General Conditions and industry standards. This offer shall remain open until October 1, 2017, or until the RFP is awarded, whichever occurs first.


Signature


Name


Title

TO: Boca Raton Airport Authority
From: National Air Traffic Controllers Association
President and Facility Representative, BCT Local.

Subject: Leturmy Landscaping Recommendation

The services provided to the Boca Raton airport and its landscaping duties have been exceptional. I have personally worked during Leturmy Landscaping's tenure at the Boca Raton Airport for 13 years. Since then, the controllers at our airport have agreed that Mr. Leturmy's company is the right one for the airport.

Jerry Leturmy and his landscaping services complete what needs to be done in a timely fashion. More importantly, in a safe manner. This in itself allows the air traffic controllers of Boca Raton Tower to perform their duties without undue interference and without constant monitoring and guidance to workers on and around the airport and its movement area. His company has the expertise and experience needed to perform landscaping duties without interference and degradation of safety in the aerodrome.

Keen situational awareness of movement on the ground and in the air is paramount. Often, Mr. Leturmy situates himself without notification from tower personnel in a position on the ground necessary as to not slow aircraft movement down and to insure aircraft departure and landing safety.

I have never received any formal or informal complains from the pilot community while Leturmy Landscaping has been on the job.

The following objective items support this recommendation during my tenure working with our current landscaping company:

1. I have filed no runway or taxiway incursions.
2. I have received no pilot complaints.
3. Controllers experience no excess workload.
4. Radio communications are clear and concise.
5. Grass around the movement areas are always manicured to perfection. Not too high as to allow birds to hide and not too low that would allow birds to feed. Bird aircraft strike hazards are reduced tremendously with the right company on the job.

There can be no price put on safety. Human lives and expensive resources are at risk if one takes a chance in our live traffic environment.

The employees of the Boca Raton Tower highly recommend Leturmy Landscaping to be the contracted or employed company to continue services here at our top rated airport.

Sincerely, Dan Braun



President, National Air Traffic Controllers Association and Facility Representative. BCT Local.

To: BRAA
From: BRPA
Subject: Leturmy Recommendation

I have worked as an ATCS at BCT ATCT and have observed and worked with Leturmy's airport mowing operations for many years.

I can recall no vehicle/pedestrian incursions with Leturmy. Communications was clear and concise. Time mowing along runway edge was completed safe, orderly, and expeditiously.

Runway safety is paramount.

I also observed a time when Leturmy did not have the mowing contract. The BRAA bid and hired a mowing company that could not communicate in english. Had numerous runway/taxiway incursions. Also it became so UNSAFE that airport management had to have an employee in a vehicle alongside the mowers wasting money, manpower, and materials to babysit the new mowing contractor. We were pleased when Leturmy returned to BCT ARPT.

As the Executive Director of the Boca Raton Pilots Association, I recently attended an RSAT briefing at BCT ARPT.

The briefing included vehicle incursions at BCT by the Boca Raton Police Department, and the hazards associated with mowing operations.

Mowing operations could result in injury or death, and damage to aircraft. There is no room for error with men and equipment in close proximity to runways and taxiways.

Leturmy in all of his years and experience has not had any errors. Leturmy knows BCT ARPT and knows what he is doing. Leturmy is SAFE.

What price do you put on safety?

Respectively, Len Knight

Executive Director, Boca Raton Pilots Association



Facility & Property Management

1651 NW 1st Court – Boca Raton, FL 33432 – phone: (561) 362-7224 – fax: (561) 362-8823
web: www.FairmanAssociates.com

June 30, 2017

Boca Raton Airport Authority
903 NW 35th Street
Boca Raton, FL 33431

To Whom It May Concern:

I highly recommend Leturmy Landscaping for all of your Landscaping, Irrigation and Tree Trimming needs. Boca Aircraft Owners, Inc., has been using their services for over 30 years now, and have never been disappointed in the quality of the work and the professionalism of Jerry Leturmy and every employee of Leturmy Landscaping.

Jerry Leturmy and his motivated team of landscapers provide in-depth knowledge and attention to detail to every task they perform. Leturmy Landscaping brings the highest level of safety along with an experienced team to every job. Fairman & Associates, Inc. has a long and positive working relationship and is extremely satisfied with all of the work they perform each day they are on the job.

Sincerely,

A handwritten signature in black ink, appearing to read 'W. Fairman', is written over a large, hand-drawn oval scribble.

William B. Fairman
Property Manager – Boca Aircraft Owners, Inc.
Fairman & Associates, Inc.
(561) 362-7224, Ext 314



Facility & Property Management

1651 NW 1st Court • Boca Raton, FL 33432 • phone: (561) 362-7224 • fax: (561) 362-8823 •

web: www.FairmanAssociates.com

Boca Raton Airport Authority
903 N.W. 35th Street
Boca Raton, FL 33431

To Whom It May Concern:

I am pleased to offer a letter of recommendation for Jerry Leturmy and his company, Leturmy Landscaping. This company has provided landscaping services for the projects Fairman & Associates, Inc. manages at the Boca Raton Airport for the last several years. Specifically, Leturmy Landscaping has been providing the landscape maintenance and tree trimming services at two of the hangar facilities that we manage and one tenanted office building centrally located on the airport property.

During this time Leturmy Landscaping has proved itself to be a professional and valued vendor. All requests are responded to quickly with a high level of attention to detail. In addition, care is given to make sure that the safety needs of the airport are met at all times.

I highly recommend Leturmy Landscaping for the landscaping needs at the airport facility. I believe that Leturmy Landscaping has the depth of experience and skill level needed to provide the level of service required at the Boca Raton Airport.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan Dubbin", is written over a horizontal line. The signature is fluid and cursive.

Susan Dubbin
Property Manager
Fairman & Associates, Inc.
Agent for Boca Aviation Building Company
Agent for Runway 5-23 Hangar Condominium Association, Inc.

Date: 7/2/17
To: Airport Authority Board of Directors
From: Ken Davis, Broker - Welcome Home Realty
Re: Jerry Leturmy / Leturmy Landscaping
Mowing / Landscaping Contract Renewal

Dear Airport Authority -

We know the Authority is constering Jerry Leturmy's contract renewal at the Boca Raton Airport.

As a pilot and Hangar Owner at the Boca Raton Airport, I wanted to put a GOOD WORD in for Jerry as he's demonstrated his attention to detail and Safety consciousness for may years without incident.

There's something about employing a Boca Raton'an, and Graduate from Boca Raton as well as a Second Generation Boca Raton Family Business!

Jerry & his Staff have years of experience contacting the Tower & Ground Control in order to avoid any incidence's. It would be a shame if we moved to a 'Non-Airport Experienced' contractor to end up with an 'Incidence' that we've never had with Jerry.

Appreciate your consideration in Keeping Jerry Leturmy as our Airport Mower!

Kind Regards,

A handwritten signature in black ink, appearing to read 'Ken', written in a cursive style.

**Kenneth W Davis - Runway 5-23 Hangar Condo. Owner
Cat Island Orphanage Flight Department / Official ROTARY Project
National Association of REALTORS Good Neighbor Award Winner
Past President: The Boca Raton Rotary Club
Cell: 561-756-2559**

**LOCAL BUSINESS TAX
RECEIPT # 17 00017215**

**CITY OF BOCA RATON
BUSINESS TAX AUTHORITY**

THIS IS NOT A BILL
Any changes in name,
address, suite, ownership, ect.
will require a new application
within 15 days to avoid
penalty or the license is null
and void.

LETURMY LANDSCAPING/PEST CONTR
LETURMY, JERRY E.
540 NE 17 ST

**BUSINESS TAX RECEIPT
CERTIFICATE OF USE
EXPIRES: 9/30/17**

Business Tax fee: 105.00
Penalty fee: .00
Late fee: .00
Additional fee: .00
Transfer fee: .00
Total paid: 105.00

LETURMY LANDSCAPING/PEST CONTR
P.O. DRAWER 70
BOCA RATON FL 33429

has paid the business tax at the above address for the period
beginning the 1st day of October and ending the 30th day of
September to engage in the business, profession or occupation of:

Classification: HOME OCCUPATION
Comments: LANDSCAPE/PEST CONTROL
Restriction: COMPLY WITH CODE SECTION 28-1533



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
540 NE 17TH STREET
BOCA RATON, FL 33429

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0027 LANDSCAPING	LETURMY LOUIS A		B16.536741 - 09/23/16	\$33.00	B40100595

This document is valid only when receipted by the Tax Collector's Office.

B3 - 333

LETURMY LANDSCAPING & POWER SPRAYING
LETURMY LANDSCAPING & POWER SPRAYING
PO BOX 70
BOCA RATON, FL 33429-0070



**STATE OF FLORIDA
PALM BEACH COUNTY
2016/2017 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 199804134
EXPIRES: SEPTEMBER 30, 2017**

This receipt grants the privilege of engaging in or
managing any business profession or occupation
within its jurisdiction and **MUST** be conspicuously
displayed at the place of business and in such a
manner as to be open to the view of the public.

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date August 1, 2016	File No. JF1928 1868	Expires June 1, 2017
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THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **June 1, 2017**

JERRY EDWARD LETURMY Lawn and Ornamental
 P O DRAWER 70
 BOCA RATON, FL 33429


 ADAM H. PUTNAM, COMMISSIONER


STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date February 22, 2017	File No. JB804	Expires December 31, 2017
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THE PEST CONTROL FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **December 31, 2017** AT

725 SW 16TH AVE
 DELRAY BEACH, FL 33445

LETURMY LANDSCAPING & POWER SPRAYING, Lawn and Ornamental
 INC
 P.O. BOX 70
 BOCA RATON, FL 33429



 ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date July 21, 2014	File No. LF222713	Expires July 21, 2018
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THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **July 21, 2018**

JERRY EDWARD LETURMY
 3011 LINTON BLVD. #113D
 DELRAY BEACH, FL 33445


 ADAM H. PUTNAM, COMMISSIONER

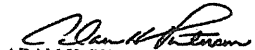
STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date February 22, 2017	File No. JE4921	Expires December 31, 2017
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THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **December 31, 2017** AT

LETURMY LANDSCAPING & POWER SPRAYING, I
 DELRAY BEACH, FL 33445

JERRY EDWARD LETURMY Certified Operator
 LETURMY LANDSCAPING & POWER SPRAYING, INC
 P.O. BOX 70
 BOCA RATON, FL 33429


 ADAM H. PUTNAM, COMMISSIONER



Memo

To: Mitchell Fogel, Chair and Board Members
From: Clara Bennett, Executive Director
Date: August 16, 2017
RE: **BRAA Fiscal Year 2018 Operating and Capital Budget**

AGENDA ITEM – IX - C

Secretary/Treasurer Mr. Randy Nobles and Airport Management will report on the proposed Annual Operating and Capital Budget for Fiscal Year 2018.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 08-25-17

A Resolution of the Boca Raton Airport Authority adopting the Boca Raton Airport Authority's Annual Operating and Capital Budget for Fiscal Year 2018

WHEREAS, The Boca Raton Airport Authority Act, Laws of Florida, provides that the Boca Raton Airport Authority (the "Authority") shall have jurisdiction over the operation, maintenance of, and improvements to the Boca Raton Airport;

WHEREAS, the Boca Raton Airport Authority has prepared the Annual Operating and Capital Budget for Fiscal Year 2018 (October 1, 2017 through September 30, 2018) (the "FY2018 Budget"), in accordance to applicable requirements of the State of Florida; and

WHEREAS, the Boca Raton Airport Authority finds it to be in the public's interest to adopt the FY2018 Budget, which is attached hereto as Exhibit "A."

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 16th DAY OF AUGUST 2017, AS FOLLOWS:

- 1. The foregoing recitals are true and correct and set forth the legislative intent of the Resolution.**
- 2. The Authority hereby adopts the FY2018 Budget.**
- 3. The Chair or Vice-Chair of the Authority is hereby authorized to execute Resolution Number 08-25-17.**
- 4. This Resolution Number 08-25-17 shall take effect upon adoption.**

ADOPTED by the Boca Raton Airport Authority, this 16th day of August 2017.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

**Randy Nobles
Secretary & Treasurer**

**Mitchell Fogel
Chair**



**OPERATING AND
CAPITAL BUDGETS**
Fiscal Year 2018



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Boca Raton Airport Authority

Executive Summary

As required in the Special Act, the Airport Authority adopts an operating and capital budget by September 30th of each year. The 2018 Operating, Capital Outlay, and Capital Improvement Plan Budgets cover the operation, maintenance, and improvement costs necessary to operate the Boca Raton Airport and construct planned infrastructure projects.

The Airport Authority sustains the Airport's operations by generating revenue from land leases and fuel fees. The Operating and Capital Budgets for FY 2018 reflect a modest increase revenues, reflecting cautious optimism that the economy will continue to improve and business and sport and recreational activity will continue to grow in the Greater Boca Raton Area.

In 2018, Airport Management is planning for a new source of revenue with the opening of the new US Customs and Border Protection Facility. User Fees generated by the new service will make up an estimated 3% of Airport Revenues and will help offset the costs of operating and maintaining the facility.

The majority of Airport revenue, an estimated 53%, is expected to be generated by non-aviation leases with Boomers, Cinemark, and City Furniture. Aviation land rent and fuel flowage fees make up 22% and 13% of total revenue respectively, generated by the Atlantic Aviation and Boca Aircraft Owners leases and the Signature Flight Support sublease with Premier Aviation.

Total budgeted operating revenues in 2018 are expected to total \$3,699,435. This is an increase of \$277,009 or 8.1% compared with the 2017 budget and a \$140,983 or 4.0% increase compared with current year projected.

Total operating expenses before depreciation in 2018 are proposed at \$3,048,934. This is an increase of \$477,447 or 18.6% over current year budget and \$733,308 or 31.7% compared with 2017 projected. This increase is attributable to \$448,839 in grant reimbursable, project-related expenses and \$236,478 in expenses required for the operation of the new US Customs Facility.

Based on anticipated revenues of \$3,699,435 and proposed expenses before depreciation of \$3,048,934, operating income before depreciation is budgeted at \$650,500. This is \$200,439 or 23.6% less than current year budget and \$592,326 or 47.7% less than current year projections.

The 2018 Operating Budget also includes \$359,071 in non-operating revenue from grant reimbursements. The resulting income before capital contributions from operating and non-operating revenue minus expenses, not including depreciation, would total \$1,009,571 in 2018.

2017 Budget vs. 2018 Proposed Budget

	2017 Budget	2018 Proposed Budget	Change from Prior Year	
Total Operating Revenues	\$3,422,426	\$3,699,435	\$277,009	8.1%
Total Operating Expenses	\$2,571,487	\$3,048,934	\$477,447	18.6%
Operating Income Before Depreciation	\$850,939	\$650,500	\$(200,439)	-23.6%

2017 Projected vs. 2018 Proposed Budget

	2017 Projected	2018 Proposed Budget	Change from Prior Year	
Total Operating Revenues	\$3,558,452	\$3,699,435	\$140,983	4.0%
Total Operating Expenses	\$2,315,626	\$3,048,934	\$733,308	31.7%
Operating Income Before Depreciation	\$1,242,826	\$650,500	\$(592,326)	-47.7%

The 2018 Capital Budget includes several projects totaling \$3,661,644 million. FAA and FDOT grant contributions are projected to total \$2,801,095. The Airport Authority contribution is projected to total \$860,549.

The proposed Fiscal Year 2018 Budget includes capital outlays of \$35,000 for the replacement of one of the two Airport Operations pickup trucks.

Based on the proposed Fiscal Year Operating, Capital Outlay, and Proposed Capital Improvement Plan Budgets, the projected Airport Reserve Balance is \$5,839,992.

The Budget report also includes a review of projected revenues, expenses, and operating income for the current year ending September 30, 2017.

A summary of Key Business Objectives completed in 2017 and Business Objectives planned for 2018 is also included.

Management Recommendation

On behalf of Boca Raton Airport Management, I respectfully present the Fiscal Year 2018 Operating, Capital Outlay, and Capital Improvement Plan Budgets.

Clara Bennett
Executive Director
August 16, 2017

Introduction

The Boca Raton Airport (BCT) is publicly-owned by the State of Florida and is designated as a general aviation transport facility, serving the corporate, recreational, and flight training needs of the region. It is located on 220 acres in Boca Raton off of I-95, between Spanish River Boulevard and Glades Road. The Airport's runway 5-23 is 6,276 feet long and 150 feet wide.

BCT is home to approximately 270 based aircraft and has an estimated \$173 million economic impact on the local economy annually. The Airport is also home to more than 50 aviation and non-aviation business who together employ over 1,400 people.

The Boca Raton Airport Authority

Boca Raton Airport is operated by the Boca Raton Airport Authority (BRAA), a seven member Board established by the Florida Legislature as an Independent Special District that is not part of any other unit of local government. Five members are appointed by the Boca Raton City Council and two are appointed by the Palm Beach County Commission. Each Board member serves a term of two years.

The BRAA was established to operate, maintain, and develop the Boca Raton Airport in a safe, professional manner; enhance services and facilities available to the Airport's tenants and users; improve the Airport's relationship with surrounding communities; eliminate financial subsidies by local taxpayers and the Board of Trustees; and limit the potential for operational liability by the State of Florida.

BRAA has developed a Strategic Business Plan that articulated the Airport's mission to be a world class public use general aviation facility that benefits our growing business and regional communities and its mission to operate a first class public use general aviation facility dedicated to embracing its core values; promoting safety, efficiency, and environmental excellence; and advancing aeronautical and economic benefits to our business and regional communities.

The Airport's Strategic Goals are to:

1. Effectively Operate in a Changing Government Environment
2. Enhance Financial Performance
3. Strengthen Community Relations
4. Mitigate Noise Impacts
5. Explore Land Opportunities

In 2016 the Airport Authority Board held a Visioning Workshop that affirmed these goals and outlined objectives to meet current needs.

Boca Raton Airport

The Airport Authority sustains the Airport's operations by generating revenue from land leases and fuel fees, requiring no funding from property taxes or general funds of local governments. Operating surpluses are reinvested in improvements included in the Airport Capital Improvement Program and are used to match FAA Airport Improvement Program and Florida Department of Transportation Aviation Work Program grants.

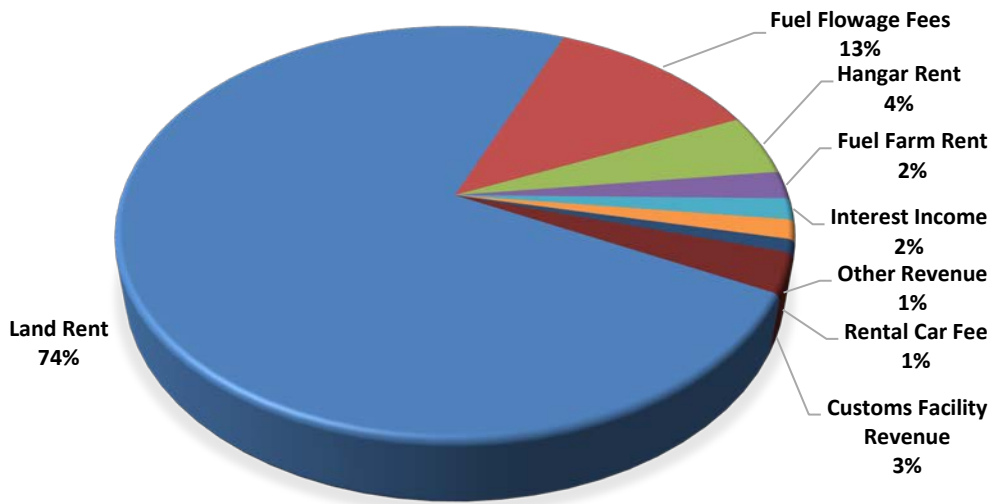
BCT is categorized as a general aviation reliever airport by the Federal Aviation Administration. Reliever airports are airports designated by the FAA to relieve congestion at commercial service airports and to provide improved general aviation access to the overall community.

In May 2012, the FAA released an 18-month study titled General Aviation Airports: A National Asset. The study evaluated nearly 3,000 general aviation airports identified in the National Plan of Integrated Airport Systems (NPIAS). This study highlights the role general aviation airports play in the aviation system and in meeting important social and community needs.

The study also aligned the GA airports into four categories – national, regional, local, and basic – based on their existing activity levels and number and types of based aircraft. Boca Raton Airport was identified as a national airport, meaning that it serves national and global markets with very high activity levels by jets and multiengine propeller aircraft and serves the community by providing a broad spectrum of services including emergency preparedness and response, critical community access, all types of aviation functions, commercial industrial and economic activities, and connectivity to major destinations and special events.

Major Sources of Revenue

The majority of Airport revenues, approximately 75%, are generated by the Authority's six land leases: Atlantic Aviation, Premier Aviation, Boca Aircraft Owners, Boomers, Cinemark and City Furniture. Fuel flowage fees make up the second largest source of revenue at approximately 13% of total revenue. Other sources include hangar rent, fuel farm rent, interest income, and rental car fees. The Airport Authority is also planning for revenue generated from the operation of the US Customs Facility opening in Q1 2018 to offset operating costs of the facility.

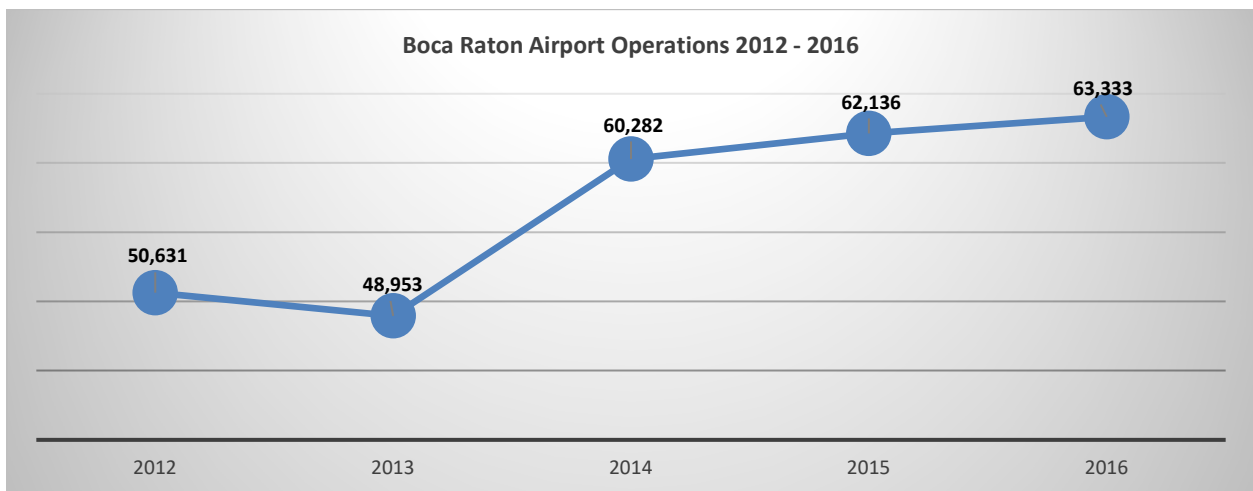


Boca Raton Airport Revenue Sources

Air Traffic Activity

Airport traffic increased in 2016 by 2% compared with 2015 for a total of 63,333 takeoffs and landings. This has been a consistent trend for the past three years as a result of the upturn in the economy. Total operations year to date have increased by 10% through July 2017, with 42,173 total takeoffs and landings. This activity occurred as a result of a high number of aircraft diverting from Palm Beach International Airport during the Temporary Flight Restrictions (TFRs) associated with Presidential visits in Q2 and Q3.

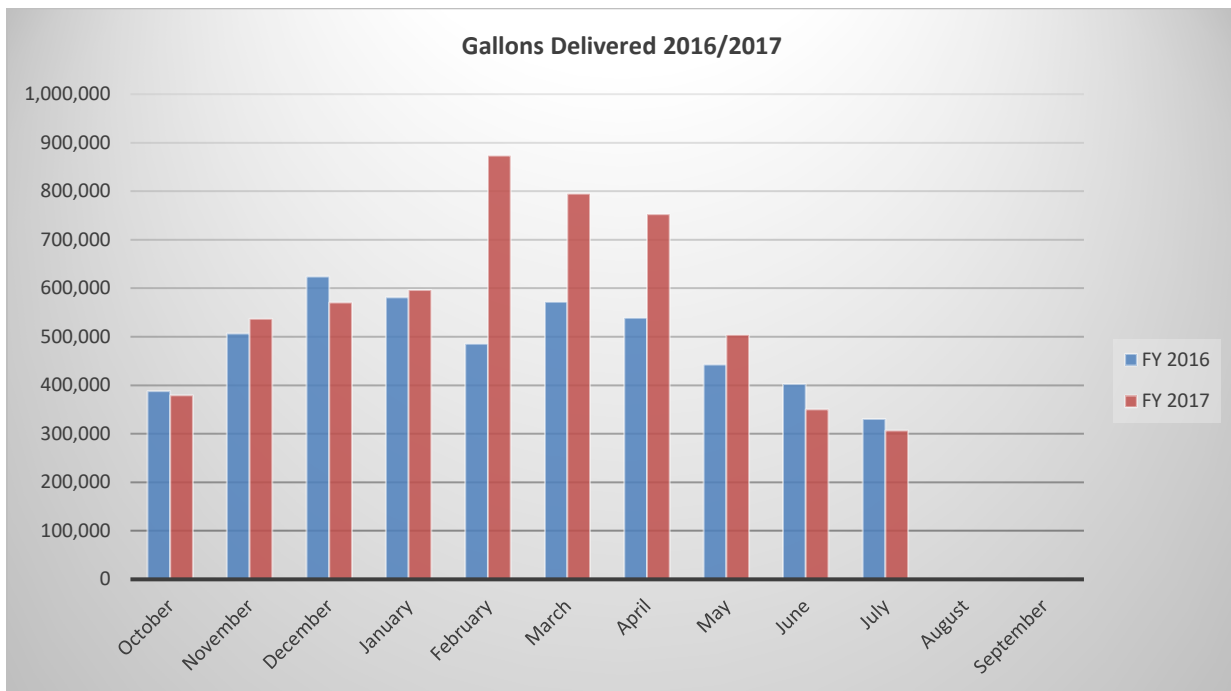
The trend has continued into the summer months, primarily as a result of increased flight training activity. Operations are expected to continue to increase in 2018 as the two based flight schools continue to expand their programs, and with additional anticipated Presidential visits during the winter months.



Fuel Sales

Fuel sales increased by 4% to 5,501,549 in Fiscal Year 2016 compared with 5,282,679 in Fiscal Year 2015. Fuel sales as of July 2017 totaled 5,664,760 gallons pumped. This represents an increase of 16% compared with the same time last year. The increase in fuel sales volume is attributable to increased demand during the Q2 and Q3 resulting from the TFRs.

It is unclear whether the frequency of Presidential visits will be the same in 2018 and whether BCT will experience the same level of activity due to aircraft diverting from Palm Beach International Airport. Therefore, Airport Management proposes to take a conservative approach to budgeting for fuel flow revenue in 2018, budgeting an increase in collected fuel revenue of \$50,000 over current year budget.



General Aviation Industry Forecast

According to the FAA's 2016-2037 aviation forecasts, the long-term outlook for general aviation is stable to optimistic, as growth at the high end offsets continuing retirements at the traditional low end of the general aviation segment. The expected steady growth in GDP and corporate profits is expected to result in continued growth of the jet and helicopter fleets, while the fixed wing piston aircraft segment of the fleet is expected to continue to shrink over the forecast period.

The anticipated growth in the general aviation fleet is minimal, however, the number of general aviation hours flown is projected to increase an average of 0.9% per year through 2037. Fixed wing piston hours are forecast to decrease by 0.8%, the same rate as the projected declines in the fixed wing piston fleet.

According to the FAA, pilot demographics, overall increasing cost of aircraft ownership, and the inability of new aircraft deliveries to keep pace with retirements of the aging fleet are the drivers of the anticipated decline. Growth in the number of jet, helicopter, and experimental hours is expected to offset the decline in fixed wing piston hours.

Countering this trend, hours flown by jet aircraft (including helicopters) are forecast to increase 2.4% yearly over the forecast period. Jet aircraft are expected to account for most of the increase, with hours flown increasing at an average annual rate of 3.0% over the forecast period. The large increases in jet hours result mainly from the increasing size of the business jet fleet, along with estimated increases in utilization rates.

General aviation operations (which accounted for 51% of total operations in 2016) are forecast to increase an average of 0.3% a year as increases in turbine powered activity offset declines in piston activity.



Budget Approach

Budget Process:

As required in the Special Act, the Airport Authority adopts an operating and capital budget by September 30th of each year. The budget covers the operation, maintenance, and improvement costs necessary to operate the Boca Raton Airport and construct planned infrastructure projects.

In accordance with the Airport Authority's Bylaws, Airport Management prepares the annual budget based on a thorough analysis of anticipated operational, contractual, and programmatic needs for the coming year. Airport Management utilizes a zero-based budget approach in which each line item is evaluated on its own merit every year. Each department prepares individual line item requests by reviewing planned work goals and identifying resources necessary to achieve the Airport's strategic priorities, meet the day-to-day needs of operating the Airport, and implement the required Airport infrastructure improvements.

This structured process has built a culture of cost management as each team member strives to reduce costs and maximize efficiency while enhancing service levels for Airport tenants and the community.

Budget Overview:

The Boca Raton Airport Authority functions as an enterprise fund in governmental accounting. Enterprise Funds function as business-like funds of a state or local government and provide goods or services to the general public for a fee, with the purpose of being self-supporting. In accordance with standards for Enterprise Funds and similar to businesses, the Authority's financial records are maintained on the full accrual basis of accounting and conform to accounting principles generally accepted in the United States. Enterprise Funds are also required to record expenses not normally recorded by general funds. Under this method, revenues are recorded when earned and expenses are recorded when the liability is incurred and all assets and liabilities are included on the balance sheet.

Enterprise Funds distinguish operating revenue and expenses from non-operating items. Operating revenues and expenses generally result from providing services in connection with the fund's principal ongoing operations. The operating revenues of the Airport Authority primarily consist of rent. Operating expenses include the cost of services, administrative expenses, and depreciation on capital assets. All revenue and expenses not meeting this definition are reported as non-operating revenues and expenses.

Capital assets which include property, plant and equipment, and infrastructure assets such as pavement rehabilitation, the Blast Fence, Perimeter Road, and the new EMAS System once completed, are defined by the Authority as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed.

Depreciation is recorded using the straight-line method over the estimated useful life of the asset or, in the case of leasehold improvements, the shorter of useful life or lease term. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset’s useful life are not capitalized.

The 2018 budget reflects a 12% increase in depreciation compared with 2017. Below is a summary of 2018 budgeted depreciation by capital asset type. The categories showing zero are not being depreciated.

Buildings	\$196,085	13%
Infrastructure	\$600,151	40%
Machinery, Equipment, and Fixtures	\$330,709	22%
Leasehold Improvements	\$359,885	24%
Land Avigation Easement	\$-	0%
Avigation Easement	\$-	0%
Procurement Fee	\$-	0%
Projects In Progress	\$-	0%
Total Depreciation	\$1,486,831	



Current Year Projected Budget

Current Year Operating Revenues:

Total Operating Revenues for the 2017 Fiscal Year (current year) are projected to total \$3,558,452. This is an increase of approximately \$136,026 or 4.0% in overall revenues compared with the 2017 budget and a \$202,361 or 6.0% increase compared with 2016 (prior year) audited actual revenues.

Some key areas comprising the overall increase in operating revenues in the current year are:

- Rent revenues, which constitute the largest source of revenue for the Airport, are projected to total \$2,867,584, an increase of \$53,358 or 1.9% compared with current year budget resulting from lease adjustments. This is a 1.7% increase from 2016 actuals.
- Fuel Flow Revenues are up primarily due to an increase in gallons sold during the Temporary Flight Restrictions at Palm Beach International Airport associated with Presidential visits during Q2 and Q3. As a result, fuel flow revenues are projected to total \$585,055, which is a 31.3% increase compared with the current year budget and 38.1% compared to prior year actuals.
- Interest Revenues are projected to total \$53,000, a decrease of \$5,500 or 9.4% compared with budget and a 1.9% decrease compared with 2016 actuals. The decrease is due to lower investment balances throughout the year resulting from increased capital contributions and pending grant reimbursements.
- Other Revenue, which includes revenue from car rentals and miscellaneous fees, is projected to total \$79,813, a decrease of 10% compared with budget and an increase of 2.2% compared with prior year actuals. This is primarily as a result of fewer cars being rented by the FBOs as passengers chose other surface transportation options.

Current Year Operating Expenses:

Total Operating Expenses before depreciation are projected to total \$2,315,626 at the end of Fiscal Year 2017. This represents a 9.9% decrease compared with the 2017 budgeted expenses and a 14.4% decrease in expenses compared with 2016 audited actuals.

Some key areas comprising the overall decrease in operating expenses in the current year compared to budget are:

- Personnel Expenses are down by \$155,075, or 14.8% compared with budget. This is as a result of vacancies and the elimination of the Public Affairs position. Personnel expenses are down by 14.7% compared with 2016 actuals.
- Professional Services are projected to decrease by 26.8% for a total of \$94,300 compared with budget as a result of reductions in legal expenses and consulting fees. These expenses increased by 41.8% compared with 2016 actuals due to specialized consulting projects that were conducted in 2017, including the Noise Contour Update.
- Office Operating Expenses are down by \$7,676 or 3.2% compared with budget and 6.5% compared with prior year as a result of reduced postage and travel and training expenses.
- Airport Operations and Maintenance expenses are projected to decrease by 7.2% for a total reduction of \$33,181 compared with budget and increase by \$16,760 or 4.1% compared with 2016. The savings are derived from the Emergency Repairs account, which has remained unused throughout the year.
- Insurance expenses are down by \$38,075 or 21% compared with budget as a result of reduced premiums and the deferral of the Runway 5 EMAS insurance policy.
- Marketing and Special Events expenses are projected to decrease by \$10,752 or 6.7% with the deferral of the Customs Facility Grand Opening. These expenses increase by \$44,496 or 42.1% compared with 2016 as a result of the expiration of the FDOT grant that offset the expense during the year.

Included in current year operating expenses are project expenses totaling \$152,438 associated with the Pavement Management Assessment, SMS Gap Analysis, and the 3700 Building Assessment. These expenses were included in the current year Capital Improvement Plan, but paid out of the operating budget and were eligible for 80% reimbursement through grants from the Florida Department of Transportation.

Current Year Operating Income:

The overall operating income (surplus of revenues minus expenses) before depreciation is projected to total \$1,242,826, which is \$391,887 or 46.1% higher than 2017 budget as a result of higher revenues from fuel flow fees and reduced operating expenses. Compared with 2016, operating income before depreciation is projected to increase by \$591,416 or 90.8% due to higher revenues and lower operating and project expenses incurred in the current year.

An additional \$121,950 is projected as non-operating revenue resulting from grant reimbursements for project expenses included in the operating budget. The resulting income before capital contributions, not including depreciation, would total an estimated \$1,364,776 in 2017.



2018 Proposed Budget

2018 Operating Revenues:

Total Budgeted Operating Revenues are expected to total \$3,699,435 in 2018. This is an increase of \$277,009 or 8.1% compared with the 2017 budget and \$140,983 or 4.0% compared with current year projected. This budgeted increase in revenues is based on the following key assumptions:

- Overall rent revenue is expected to increase by \$170,885 or 6.1% compared with the 2017 budget and \$117,527 or 4.1% compared with current year projected due to lease adjustments. This includes an increase of an estimated \$96,604 in rent collected from Boca Aircraft Owners (BAO) due to the reversion of Hangar Buildings A1-A5. Actual rents collected will be based on gross rents collected by BAO on the hangar buildings, in accordance with the Tenth Amendment to Lease Agreement, and may vary due to changing market conditions.
- Due to variability in fuel prices and the difficulty in predicting sales volume, Management proposes to budget \$475,000 in fuel flow revenue, which is a decrease of \$83,055 or 14.9% compared with current year projected and an additional \$50,000 or 11.8% compared with current year budget.
- Customs Facility Revenue is budgeted at \$108,000, which includes a planned 50% user fee discount during the first three months of operation.
- Other revenue will decrease by \$6,989 compared with current year projected due to reductions in car rental fees and miscellaneous fees.

2018 Operating Expenses:

Total operating expenses before depreciation in 2018 are proposed at \$3,048,934. This is an increase of \$477,447 or 18.6% over current year budget and \$733,308 or 31.7% compared with 2017 projected. This increase is attributable to grant reimbursable project-related expenses and expenses required for the new US Customs Facility.

Expenses for the coming year are budgeted based on the following key assumptions:

- Personnel expenses are expected to decrease by \$49,876 or 4.8% compared with budget but are expected to increase by \$105,199 compared with 2017 projections with the expectation that the workforce will be stable in 2018 and the Airport will have fewer vacancies than were experienced in 2017.

- Professional services are reduced by \$132,200 or 37.6% compared with the 2017 budget and \$37,900 or 14.7% compared with 2017 projected due to a \$50,000 reduction in the legal services budget and an \$85,000 reduction in consulting fees.
- Office operating expenses are budgeted at an additional \$2,340 compared with current year budget and \$10,016 compared with projected as a result of increased IT expense for the purchase of replacement computers.
- Airport operations expenses are expected to increase by \$13,129 or 2.8% compared with budget and \$46,310 compared with projected as a result of increased landscaping and security contract expenses and increased costs for maintaining the airfield signage and electrical systems and the AWOS.
- Insurance expense will remain relatively the same as current year budget but will increase by \$39,492 or 27.5% compared with projected to include insurance coverage for the two EMAS Systems and the Customs Facility.
- Air Traffic Control Tower expenses are expected to increase by \$3,000 compared with current year budget and \$6,432 compared with projected as a result of increasing costs of equipment repairs.
- Expenses for operating the new Customs Facility are budgeted at \$248,478 based on the required reimbursement to the Department of Homeland Security for the costs of for the Customs Officer and data processing as well as the anticipated costs for operating the building.
- Marketing and Special Event expenses are expected to increase by \$20,128 or 12.5% compared with current year budget and \$30,880 compared with current year projected to account for the planned donation to the Civil Air Patrol and the anticipated Customs Facility Grand Opening.

Also included in the 2018 Operating Budget are project expenses totaling \$448,839 including \$280,000 for Phase 2 of the Air Traffic Control Tower Rehabilitation, the completion of the 3700 Building Assessment, and the Safety Management Systems (SMS) Gap Analysis.

These projects are eligible for 80% reimbursement through Florida Department of Transportation grants. These types of projects had been budgeted in the Capital Improvement Plan in the past, but are now accounted for in the operating budget in accordance with generally accepted accounting principles. The related grant revenue is accounted for as non-operating revenue.

2018 Operating Income:

Based on anticipated revenues of \$3,699,435 and proposed expenses before depreciation of \$3,048,934, including project-related expenses, operating income before depreciation is budgeted at \$650,500, which is \$200,439 or 23.6% less than current year budget and \$592,326 or 47.7% less than current year projections. The 2018 Operating Budget includes \$359,071 in non-operating revenue from grant reimbursements. The resulting income before capital contributions from operating and non-operating revenue minus operating (including projects) expenses, excluding depreciation, would total \$1,036,273 in 2018.

2018 Proposed Operating Budget

	FY 2016 Actual	FY 2017 Budget	FY 2017 Projected	FY 2018 Budget	Change from 2017 Projected	
REVENUES SOURCES						
Rent Revenue	\$2,819,737	\$2,814,226	\$2,867,584	\$2,985,111	\$117,527	4.1%
Fuel Flowage Fees	404,185	425,000	558,055	475,000	(83,055)	-14.9%
Interest Income	54,046	58,500	53,000	58,500	5,500	10.4%
Customs Facility Revenue	-	36,000	-	108,000	108,000	100.0%
Other Revenue	78,123	88,700	79,813	72,824	(6,989)	-8.8%
Total Revenue	3,356,091	3,422,426	3,558,452	3,699,435	140,983	4.0%
OPERATING EXPENSES						
Personnel Expenses	1,045,466	1,046,654	891,579	996,778	105,199	11.8%
Professional Services	181,797	352,000	257,700	219,800	(37,900)	-14.7%
Office Operating Expenses	247,642	239,339	231,663	241,679	10,016	4.3%
Airport Operations	411,750	461,691	428,510	474,820	46,310	10.8%
Insurance Expense	141,428	181,711	143,636	183,128	39,492	27.5%
ATCT Facility	49,162	51,432	48,000	54,432	6,432	13.4%
Customs Facility	-	77,808	12,000	248,478	236,478	1970.7%
Marketing & Special Events Projects	105,604 521,831	160,852 -	150,100 152,438	180,980 448,839	30,880 296,401	20.6% 194.4%
Total Operating Expenses	2,704,681	2,571,487	2,315,626	3,048,934	733,308	31.7%
Total Operating Income Before Depreciation	651,410	850,939	1,242,826	650,500	(592,326)	-47.7%
Depreciation	1,486,832	1,327,849	1,327,849	1,486,832	158,983	12.0%
Net Operating Income/(Loss)	(835,422)	(476,910)	(85,023)	(836,332)	(751,309)	883.7%
Non-Operating Revenues	368,298	\$ -	121,950	359,071	237,121	194.4%
Income before Capital Contributions	(467,123)	(476,910)	36,927	(450,559)	(487,486)	-1320.1%
Capital Contributions from State and Federal Grants	6,243,371	9,207,633	7,439,710	3,648,160	(3,791,550)	-51.0%
Change in Net Position	\$5,776,245	\$8,730,723	\$7,476,637	\$3,197,601	\$(4,279,036)	-57.2%



2018 Proposed Capital Outlays

The proposed Fiscal Year 2018 Budget includes capital outlays of \$35,000 for the replacement of one of the two Airport Operations pickup trucks. Replacement of both trucks was included in the 2016 budget, but the purchases were deferred. One vehicle was replaced this year with a 4-wheel drive pickup truck. Airport Management recommends replacing the second vehicle with an SUV that will facilitate tours of the Airport for invited guests. The cost of the vehicle replacement will be off-set by proceeds from the disposition of the asset.

2018 Proposed Capital Outlays

Description	Proposed Budget
Furniture & Fixtures	-
Airfield & Office Equipment	-
Information Systems Equipment	-
Airport Vehicles	35,000
Total Capital Outlay	\$35,000



2018 Proposed Capital Improvement Plan

The Boca Raton Airport Authority (BRAA) is continuously striving to implement programs and develop facilities that enhance the safety and security of aircraft operations, meet the needs of the flying public, and provide economic benefit to the community. As a means of accomplishing these goals, the Fiscal Year 2018 Budget continues the Airport’s commitment reinvesting in its facilities and infrastructure through to the Five-Year Capital Improvement Plan (CIP).

The Capital Improvement Plan for 2018 includes two projects for improving Airport Road including design and construction of improvements to address road surface issues and enhance landscape, lighting, signage and pedestrian safety.

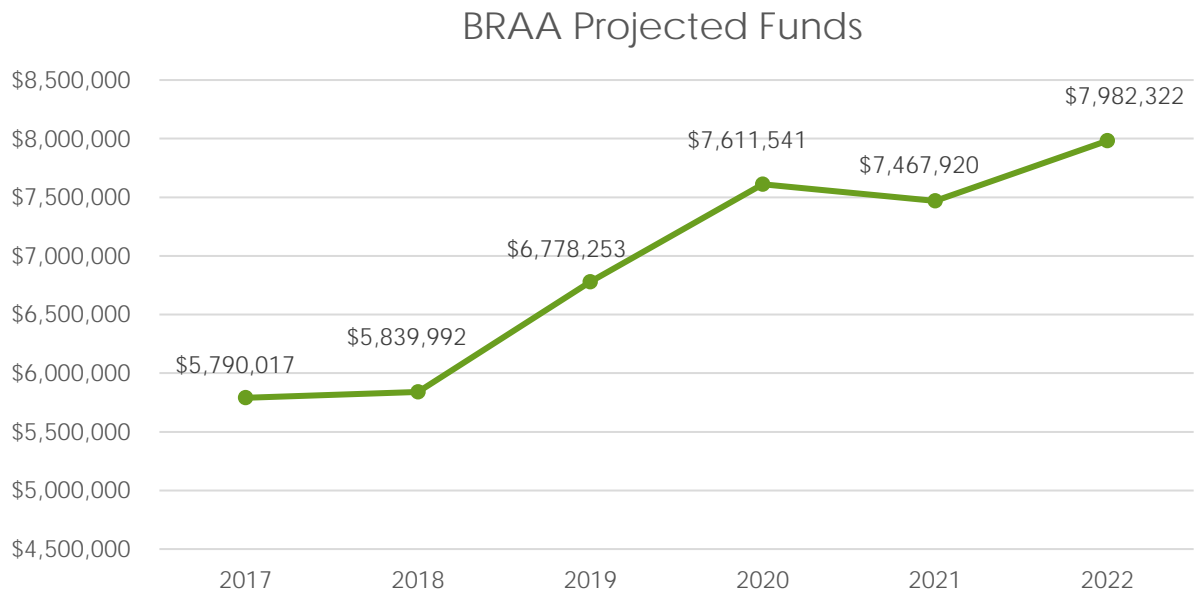
The CIP also includes design and construction of widening of Taxiways Papa 4, Charlie and Foxtrot to meet design standards, application of an airfield pavement rejuvenator to extend the life of the runway pavement, airfield lighting improvements, and development of a Wildlife Hazard Management Plan.

Proposed Fiscal Year 2018 CIP

Description	FAA	FDOT	Local	Total
Expand Airport Road And Utility Corridor	-	\$1,200,000	\$300,000	\$1,500,000
Landside Access Pavement Rehabilitation	-	280,000	70,000	350,000
Taxiways Papa 4, Charlie & Foxtrot Widening - Design & Construction	150,000	300,000	300,000	750,000
Airfield Pavement Rejuvenator	-	728,000	182,000	910,000
Displaced Threshold Lights & REILs - Design & Install	119,074	6,615	6,615	132,304
Wildlife Hazard Management Plan	17,406	-	1,934	19,340
Total	\$286,420	\$2,514,615	\$860,549	\$3,661,644

2018 Projected Reserve Balance

Based on the proposed Fiscal Year Operating, Capital Outlay, and Proposed Capital Improvement Plan Budgets, the projected Airport Reserve Balance is \$5,839,992. This represents an increase of \$49,975 compared with Fiscal Year 2017 projected year-end balances.





BRAA Business Objectives

The Airport Authority's Mission and Vision drive the Airport's Strategic Plan and identify five strategic focus areas that are used to align annual business objectives and actions. These strategic goals are:

Effectively Operate in a Changing Government Environment

Prepare for and respond to changes in federal, state, and local governments.

Enhance Financial Performance

The BRAA must sustain existing and create new revenue streams to maintain a positive cash flow. Additionally, the BRAA will continue to secure ongoing federal, state, and local funding to support its Capital Improvement Program.

Strengthen Community Relations

The BRAA must proactively serve and satisfy multiple stakeholder groups, each of which has unique interests in the Airport.

Mitigate Airport Noise Impacts

The BRAA must continue to seek collaborative Airport noise solutions that positively affect stakeholders.

Explore Land Opportunities

The BRAA has an immediate opportunity to explore land parcels that are directly adjacent to the Airport. Each parcel presents an opportunity for the BRAA to address existing and future user needs consistent with its vision.

People

Additionally, with the support of the Airport Authority Board, Management has worked to create a culture of continuous improvement through individualized an employee devolvement program that enhances efficiencies and productivity, reduces costs, and attracts and retains industry leaders.

Core Values

The following Core Values guide the behavior and decision making process of the BRAA:

Integrity

Do the right thing

Leadership

Shape a better future

Quality

Demand safety, efficiency, and excellence

Collaboration

Leverage collective ideas

Review of Key 2017 Business Objectives

Airport Management develops performance goals to guide the organization each year. These goals are focused on the Authority's Strategic Goals of **Ensuring Operational Effectiveness and Efficiency, Enhancing Financial Performance, Strengthening Community Relations, Mitigating Airport Noise Impacts, Maximizing Land Opportunities**, and developing its **People**.

Ensuring Operational Effectiveness and Efficiency

US Customs Facility – The Customs and Border Protection (CBP) service is a much anticipated service for aviation and marine users that will reduce unnecessary flights over the area by allowing aircraft to land directly at Boca Raton Airport when returning from international flights. The building is expected to be operational in October 2017.

Runway 23 Engineered Materials Arresting System – Construction of the Runway 5 EMAS was completed in July 2016. Airport Management and the consulting team commenced design and procurement of the Runway 23 end in Q1 of this fiscal year. The project will be completed in September 2017.

Landside Pavement – Management initiated an evaluation of all landside pavements to determine the existing pavement condition, remaining life, and suitability for new traffic conditions, and recommend a systematic paving schedule. The final engineer's study was submitted in May 2017. Portions of the improvements have been included as part of the US Customs project and additional improvements are in process.

Electrical Vault and Airfield Lighting – A project to upgrade the airfield electrical vault, airfield lighting control management system, and Runway End Identifier Lights (REILs) was started in Q1. The improvements were bid as part of the Runway 23 EMAS project in order to reduce cost and minimize impacts to Airport tenants. Work is planned for completion in September 2017.

Safety Management Systems GAP Analysis – The SMS Gap analysis began in Q4. The analysis looks at existing and proposed safety procedures and programs in place at the Airport and makes recommendations on improvements. The kick off meeting was held with Airport tenants in July and interviews and analysis are currently underway. The report will be finalized Q1 of 2018.

Runway 5/23 Threshold Lights – This project is necessary to bring the Airport into compliance with current FAA standards for airport lighting systems. The project was bid as part of the Runway 23 EMAS project in order to reduce costs and minimize impacts on Airport tenants. Work is planned for completion in September 2017.

Emergency Response Planning – Management meets regularly with Boca Raton Police and Fire Services Departments to discuss incident response and security issues and has disseminated updated Airport information and maps to both Departments. Airport Management conducted a two week airport/aircraft response training exercise with Boca Raton Fire Services in July and August of 2017. The training included classroom briefings, Airport tours, and hands on aircraft training throughout the airfield.

Airfield Security Program – Airport operations implemented quarterly training meetings for the contract security guards this year. All security report forms have been standardized and included in the inspection apps. Increased signage has been deployed around the perimeter fence line and at vehicle gates.

CPR/AED Training – An adult First Aid/CPR/AED course was held in Q1 for employees of Airport tenants and members of the Airport Management Team. The course provided instruction on recognizing and caring for a variety of first aid emergencies such as burns, cuts, scrapes, sudden illnesses, head, neck, back injuries, heat and cold emergencies and responding to breathing and cardiac emergencies.

Fire Extinguisher Training – With support from the Boca Raton Fire Department, employees of Airport tenants and members of the Airport Management Team were provided fire extinguisher including a hands-on live fire exercise in Q3.

Enhancing Financial Performance

Clean Audit – Management worked with the Authority’s Independent Auditor to conduct an audit in accordance with federal, state and local requirements. For the third year in a row, there were no findings and a clean audit was presented to the Board in June.

Grant Funding – The Airport constructed \$9,971,466 in capital improvements in 2017. Working with the FAA and FDOT, over 75% of the project costs were reimbursed through grants totaling \$7,439,710, for a total Airport Authority contribution of \$2,531,756.

US Customs Facility Fee Schedule – The Airport Authority approved a fee schedule for the new service opening in the fall. Airport management is working with the marketing services provider to create a campaign to promote the new service and help the Airport achieve its goal of collecting sufficient user fees to offset the costs of operating the facility.

Accounting Policy and Procedure Manual – A comprehensive update was completed to ensure compliance with Office of Management Budget Uniform Guidance and recommendations of the Authority’s external auditors.

Asset Management Program – Using the iAuditor app, Airport Management developed a new asset management program that includes work order tracking and inventory and expense monitoring as a way of managing and minimizing inventory and repair costs.

Minimum Standards Audit – A review of all tenant leases and subleases was completed in July to determine compliance with the Airport Authority’s Minimum Standards and insurance requirements.

General Consultant/Engineer of Record – A new contract for General Consultant/Engineer of Record was procured in accordance with state and federal regulations and awarded to Ricondo and Associates in Q1.

Airport Legal Counsel – A new contract for continuing legal services was awarded in Q1. The new legal team was selected for their comprehensive experience in public governance, contract law, real estate, Federal Aviation Regulations, and FAA requirements for public airports.

Landscape Maintenance – A Request for Proposals for a specialized landscape maintenance provider was issued in Q3. The new contract includes service for additional landscape needs associated with the new Customs facility and Airport Road maintenance.

Disadvantaged Business Enterprise (DBE) Program – Airport Management developed a five-year DBE plan in accordance with Federal Aviation Regulations Part 26 and as required by FAA and FDOT grant assurances. The Airport Authority adopted the plan in July 2017.

Business Continuity Plan – A draft Continuity of Operations Plan was prepared in July and will be completed in Q4. The plan provides detailed steps Airport Management will take to minimize disruption during a disaster in order to maintain the operational and financial viability of the Airport.

Strengthening Community Relations

Tenant Appreciation/Outreach Events – With support from Atlantic Aviation and Signature Flight Support, the Airport held two Airport sponsored tenant appreciation events this year. Both events were well attended and provided an opportunity for the Authority to interact with and update tenants on various Airport initiatives. Additional outreach throughout the year included CPR/AED and fire extinguisher training for airport tenants and employees and participation in local charitable events.

Marketing and Business Outreach with the City of Boca Raton – Airport Management has collaborated City's Economic Development Department to develop a marketing brochure that showcases the area's numerous assets and features the Airport and the new Customs Facility. The brochure is being produced by the marketing services provider and will be used as part of the City's business attraction and retention programs.

Educational Partnerships – Airport Management worked throughout the year on a variety of programs with Florida Atlantic University, Lynn University, Palm Beach State College, and the Palm Beach County School District. These programs were aimed at introducing area high school and college students to the vast array of employment opportunities at the Boca Raton Airport, including the field of aviation and in the areas of science, technology, engineering, and math.

Aviation Career Days – Several school visits and Airport tours were conducted throughout the year.

Job Shadowing and Mentoring – Airport staff participated in career mentoring with Palm Beach State College.

Internship program – The Airport has continued its internship program throughout the year. Business and accounting interns were hired from FAU, operations interns from Lynn University, and a summer intern from St. Andrews Academy.

Scholarship and sponsorship opportunities – The authority revamped its scholarship program this year introducing the Boca Raton Airport Scholarship in association with the George Snow Scholarship Foundation. The Airport also increased its support level for the Civil Air Patrol, allowing CAP to add a new aircraft to their capabilities.

Airport Tour Program – Working with the FBOs and the Air Traffic Control Tower Manager, the Airport developed a standardized tour program to maximize student engagement on the airfield.

Mitigating Airport Noise Impacts

Standard Instrument Departure (SID) – The Airport submitted a request to the FAA to evaluate a SID to minimize flights over residential areas and revise the departure and arrival procedures. These requests are aimed at reducing noise impacts in the surrounding communities. The FAA has combined these requests into their South Florida Metroplex Airspace Redesign program. Initial changes to the flight paths are expected to be presented by FAA for Airport review in the fall of 2017.

Noise Contour Map Update – The Airport kicked off an update the Airport’s Noise Contour Map. The Noise Contour Map is developed in accordance with Federal Aviation Regulations Part 150 and defines the levels of noise exposure around the Airport. The updated map will be accessible for public viewing on the Airport Authority’s website and will be completed in Q1 of 2018.

Noise Monitoring Terminal Installation – The Airport worked with members of the community to identify a location for a new permanent Noise Monitoring Terminal. The data collected will be used to analyze noise impacts from increased activity and shifting flight paths as new procedures are proposed by the FAA.

Pilot Outreach Program – The Airport conducted a comprehensive update to the Pilot Outreach Program with new and revised informational material to ensure that pilots are well informed of the Airport’s Noise Abatement Program. The material is disseminated at various Airport events and through the voluntary curfew reporting program.

Noise Abatement Procedures Video – A new video was created to provide additional outreach to the pilot community on the Airport’s noise abatement procedures. The video was completed in April 2017 and is posted on the Airport Authority’s website. Pilots can take a short quiz after viewing the video and receive a free t-shirt.

City of Boca Raton Plan Review Board Process – The Airport continues to coordinate with the City of Boca Raton regarding development in the surrounding areas through the City’s Plan Review Board process and submits comments on potential project impacts. The Airport has provided an obstruction atlas to the City to aid in the planning process and has reached out to the City to assist with updating zoning codes in response to Florida Statutes Chapter 333 requirements.

Maximizing Land Opportunities

Boca Aircraft Owners Reversion – Hangar buildings A1-A5 on the Boca Aircraft Owners Leasehold reverted to the Airport Authority on May 1, 2017. In accordance with the lease terms, a new rental structure has been negotiated that will increase the revenue stream from the leasehold by an estimated \$96,604 in 2018.

Adjacent Land – The Airport Authority continues to explore and assess opportunities for securing adjacent non-Airport parcels, in cooperation with FAU and the Research Park.

People

Employee Development – Management has implemented an employee development program that equips employees to live up to the Authority’s core values. This includes opportunities for industry participation, specialized training, and certification. Some highlights for 2017 include:

Certified Member Designation – Four members of Authority’s Management Team have received the Certified Member credential from the American Association of Airport Executives (AAAE). The designation is achieved by demonstrating a candidate’s comprehensive knowledge of airport management, regardless of airport size. Three designations were received in the past 18 months.

Airport Certified Employee – The Operations Manager has received the AAAE Airport Certified Employee (ACE) – Operations certification. This is a Federal Aviation Regulations Part 139-based (air carrier airport) curriculum designed to educate and challenge airport personnel with airfield operations responsibilities.

Government Finance – The Finance and Administration Manager attended specialized training including Florida Government Finance Officers Association (FGFOA) School of Government Finance and FGFOA Palm Beach Chapter Investment Seminar to gain updated knowledge on industry standards, compliance changes, grant guidance, and statutory requirements related to Airport operations.

Leadership Boca – The Deputy Director participated in the Boca Raton Chamber of Commerce’s Leadership Boca in order to gain a deeper understanding of issues and concerns facing the community. Areas of concentration included economic development, health, human services, education, environmental awareness, media, government, culture, and tourism.

Industry Participation – Several members of the Management Team participated in industry organizations and events, including participation on boards and committees of general aviation industry groups such as the National Air Transportation Association (NATA), the US Contract Tower Association (USCTA), the Florida Airports Council (FAC), and the American Association of Airport Executives (AAAE). Speaking engagements included the General Aviation Issues Conference of AAAE regarding User Fee Customs Facilities, the National Business Aviation Association Annual Expo regarding Unmanned Aerial Systems (UAS), the NATA Aviation Business Conference regarding FBO/Airport Authority Relations, and the Floridians for Better Transportation Annual Meeting regarding trends in aviation.

Salary Survey – A new Compensation Market Study and Point Factor Job Rating Analysis was initiated in August. The goal of the study is to ensure that the Airport has in place a fair compensation system to retain management staff and that staff are appropriately compensated for the work they perform.

Key 2018 Business Objectives

Ensuring Operational Effectiveness and Efficiency

Ground Access Improvements – Several projects to improve the Airport’s ground access are planned to enhance safety and improve aesthetics. Initial phases will address needed improvements along Airport Road including design and installation of landscape, lighting, and signage; roadway resurfacing; and pedestrian walkway improvements. New or improved access to the New Airport Administration Building will also be evaluated with the FAU Research Park.

Taxiways Papa 4, Charlie, and Foxtrot Widening – These taxiways will be widened to comply with FAA design standards for the type of aircraft currently using the Airport.

Airfield Pavement Rejuvenator – A pavement rejuvenator will be applied to Runway 5-23 in order to increase the life cycle of the asphalt and reduce costs.

Air Traffic Control Tower Rehabilitation – Phase II – Additional improvements to the Air Traffic Control Tower will be designed and constructed including replacement of windows and installation of new cabinetry, carpeting, and fixtures.

Wildlife Management Plan – A Wildlife Management Plan will be prepared, with funding from the FAA, to identify the specific actions the Airport will take to mitigate the risk of wildlife strikes on or near the Airport.

Safety Management Systems (SMS) Gap Analysis – The report will be completed in Q1. The results of the analysis including an articulated safety policy, risk control strategies, and safety promotion will be incorporated into the Airport’s safety programs.

Emergency Response Planning – The Airport Emergency Plan will be expanded to include SMS results. Airport Management will conduct annual training with Boca Raton Fire and Police Departments and Airport tenants. The Airport will develop Standard Operating Procedures related to emergency communications.

Airfield Security Program – The Airport will to continue to enhance the Airfield Security Program through:

Security Training – Quarterly training sessions with security guards will continue. Training will be expanded to include Airport tenants and employees.

Security Gates – Airport security access gates will be replaced with funds received from FDOT.

Perimeter Fencing – A program to evaluate conditions of the Airport’s perimeter fencing signage and develop a replacement schedule will be established.

Airport Security Plan – the Security Plan will be updated in accordance with FDOT requirements for public airports.

Swale Management Plan – A plan to manage and maintain the Airport’s swale system will be developed in order to maximize efficiency of the drainage system and improve aesthetics.

Lightning Protection – An evaluation of all lightning protection systems will be conducted in order to identify hot spots. Recommended upgrades will be implemented.

Ramp Permit Program – A ramp permit program will be implemented to identify authorized vehicles accessing the Air Operations Area (AOA).

Airport Layout Plan (ALP) – The ALP will be updated to reflect current Airport facilities in accordance with Federal Aviation Regulations.

Enhancing Financial Performance

Clean Audit – Airport Management will work with the Secretary/Treasurer and the Authority’s external auditors to review the year’s financial transactions and conduct an audit in compliance with State Statutes and federal requirements.

Grant Funding – The 2018 Capital Improvement Plan includes several projects totaling nearly \$3.7 million. Working with the FAA and FDOT, over 76.5% of the project costs are expected to be reimbursed through grants totaling \$2.8, for a total Airport Authority contribution of \$860,549.

Lease Review – Airport Management will conduct a review of all Airport Leases to ensure compliance with financial terms.

Insurance Program – Airport Management will conduct a semi-annual review of all lessee and vendor insurance certificates to ensure compliance with the Airport Authority’s requirements.

Inventory Tracking System – A new inventory tracking system will be developed and implemented to ensure safety of inventory, track consumption, and eliminate unnecessary purchases.

Strengthening Community Relations

US Customs Service – A number of programs will be implemented to promote the new Customs Facility. Specialized marketing initiatives will be rolled out including press releases, media interviews, social media campaigns, and industry outreach.

US Customs Grand Opening Celebration – A special event will be held to mark the opening of the new facility and the start of the new service and to thank those in the community, the State of Florida, and US Customs and Border Protection who helped bring the project to fruition.

Tenant Engagement – Positive tenant engagement will continue through quarterly meetings, semi-annual appreciation events, and employee recognition programs. Additional outreach will be

accomplished through specialized safety, security, and emergency response training for tenants and employees on a semi-annual basis.

Corporate Identity and Community Engagement Program – A number of new elements will be implemented including Airport tour videos, display branding, a visitor’s folder featuring facts about the Airport’s history, economic impact, and role in the community, and an annual report.

Educational Partnerships – Educational outreach to area high schools, trade schools, colleges, and universities will continue. New requests from FAU High School and the Henderson Middle School will be incorporated into current programs.

Internship Program – Internship opportunities will be expanded to include job shadowing and summer opportunities for highly motivated and qualified high school students.

Contract Marketing Services – Airport Management will conduct an evaluation of the Airport’s Corporate Identity and Community Engagement Program to determine future needs as the three-year agreement for contract marketing services expires in Q3.

Mitigating Airport Noise Impacts

Noise and Operations Monitoring System – A Request for Proposals will be released to evaluate a replacement for the current system with emphasis on compatibility with existing noise monitoring equipment, user friendliness, and cost effectiveness.

Informational Campaign – The Airport will develop an outreach program aimed at providing accurate information regarding air traffic impacts to home buyers, realtors, and new members of the community.

Noise Program Materials – All noise program informational materials will be updated to ensure clarity of information provided and consistency with the Corporate Identity Program.

City of Boca Raton Development Review Process – The Airport will continue to coordinate with the City of Boca Raton regarding new developments planned in areas near the Airport to provide information regarding potential impacts to the surrounding airspace and impacts from air traffic.

Maximizing Land Opportunities

3700 Building Assessment – The assessment will be completed in Q1 and will be used to provide information to the Airport Authority Board regarding opportunities to maximize revenue opportunities when the building reverts to the Airport in 2019.

Adjacent Land – Airport Management will continue to explore and assess opportunities for securing adjacent non-Airport parcels, in cooperation with FAU and the Research Park.

People

Operations Training Manual – An operations training manual will be developed to ensure proficiency with standardized training procedures.

Information Technology – Airport Management will develop an automated IT management system to manage hardware and software upgrades, security protocols, and program updates and will implement quarterly IT user training to ensure best practices and minimize technology risks.

Pavement Inspection Training – Operations will attend an airfield pavement inspection course provided by FDOT in order to gain a thorough understanding of the pavement condition assessment process and efficiently conduct daily, monthly, quarterly, and annual airport pavement inspections.

Employee Development – Employee development will continue in order to provide opportunities for job growth and to equip employees with critical skills to meet ever-changing conditions. Airport Management will recruit and train a new Operations Coordinator to replace a vacancy created in Q4 of 2017 with the departure of a long-term employee and reassign critical work functions during the recruitment period.



Memo

To: Mitchell Fogel, Chair and Board Members
From: Scott Kohut, Deputy Director
Date: August 16, 2017
RE: **FAA Grant Offer – Airport Improvement Program (AIP) Project**

AGENDA ITEM – IX – D

On July 21, 2017 the Airport Authority received a grant offer from the FAA for Airport Improvement Program (AIP) Project Number 3-12-0006-022-2017 for Wildlife Hazard Management Plan, reconstruct runway lighting, and install runway vertical/visual guidance system.

Airport Management recommends the approval of Resolution No. 08-26-17 authorizing the Authority to enter into the Grant Agreement required for acceptance of the Grant Offer and directing the Executive Director and Airport Legal Counsel to comply with all conditions for acceptance of the Grant Offer.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 08-26-17

A Resolution of the Boca Raton Airport Authority accepting a Grant Offer from the Federal Aviation Administration for Airport Improvement Program (AIP) Project No. 3-12-0006-022-2017 with the Federal Aviation Administration for Wildlife Hazard Management Plan, reconstruct runway lighting, and install runway vertical/visual guidance system.

Authorizing the Authority to enter into the Grant Agreement required for acceptance of the Grant Offer, and directing the Executive Director and Airport Legal Counsel to comply with all conditions for acceptance of the Grant Offer

WHEREAS, the Boca Raton Airport Authority Act, Laws of Florida, provides that the Boca Raton Airport Authority (the "Authority") shall have jurisdiction over the operation, maintenance of, and improvements to the Boca Raton Airport;

WHEREAS, on June 5, 2017, the Authority submitted to the Federal Aviation Administration ("FAA") a Project Application for a grant of Federal funds for Airport Improvement Program (AIP) Project No. 3-12-0006-022-2017 at the Boca Raton Airport (the "Project");

WHEREAS, on July 21, 2017, the FAA sent the Authority a letter conveying its Grant Offer for the Project (the "Grant Offer");

WHEREAS, the Grant Offer requires the Authority comply with certain conditions for acceptance, including that:

- the Authority Board authorize execution of the Grant Agreement;
- the Authority Board designate the Authority's representative for signing the Grant Agreement;
- the Authority's designated representative must execute Grant Agreement by August 29, 2017;
- Airport Legal Counsel must certify execution of the Grant Agreement by the Authority's designated representative by August 29, 2017, but only on or after the date the Authority's representative executed; and
- No changes are made to the Grant Offer, including the Grant Agreement, except that the executed and certified Grant Offer should be marked "Original."

(the "Conditions for Acceptance"); and

WHEREAS, the Authority desires to accept the Grant Offer and take such steps or direct the taking of such steps necessary to comply with the Conditions for Acceptance.

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 16th DAY OF AUGUST 2017, AS FOLLOWS:

- 1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.**
- 2. The Authority hereby accepts the Grant Offer.**

3. The Authority hereby designates the Chair as its representative for execution of the Grant Agreement and authorizes the Chair to execute the Grant Agreement on its behalf.
4. The Authority hereby authorizes and directs the Executive Director and Airport Legal Counsel take the steps necessary to comply with the Conditions for Acceptance.
5. The Authority hereby authorizes and directs the Executive Director and Airport Legal Counsel to do all things necessary to effectuate the intent of this Resolution No. 08-26-17.
6. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 08-26-17 on its behalf.

ADOPTED by the Boca Raton Airport Authority, this 16th day of August 2017.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

Randy Nobles
Secretary & Treasurer

Mitchell Fogel
Chair

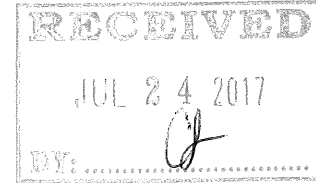


U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA ORL ADO
5950 Hazeltine National Drive, Ste 400
Orlando, FL 32822

July 21, 2017

Ms. Clara Bennett
Executive Director
Boca Raton Airport Authority
903 NW 35th Street
Boca Raton, Florida 33431



Dear Ms. Bennett:

We are enclosing the original and one copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0006-022-2017 at Boca Raton in Boca Raton, Florida. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than August 29, 2017, in order for the grant to be valid.
 - The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
 - All signatures must be made with blue or black ink; Signature stamps will not be accepted.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. After you properly execute the grant agreement:
 - Return one executed original Grant Agreement to our office via US mail or commercial courier.
 - Retain one copy of the executed Grant Agreement for your records.
- e. Because time is now critical for entering the executed grant into the FAA system, we request you send a copy of the signed agreement to our office by facsimile or email (pdf document) prior to sending the hardcopy document through U.S. mail or commercial courier.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

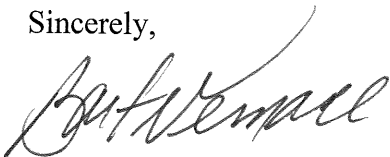
- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Miguel Martinez, (407) 812-6331, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Bart Vernace, P.E.
Manager

Enclosure

cc: w/enclosure (grant)
Laurie McDermott, FDOT/4



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I –OFFER

Date of Offer	<u>July 21, 2017</u>
Airport/Planning Area	<u>Boca Raton</u>
AIP Grant Number	<u>3-12-0006-022-2017</u>
DUNS Number	<u>155600687</u>

TO: Boca Raton Airport Authority
(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 5, 2017, for a grant of Federal funds for a project at or associated with the Boca Raton Airport, which is included as part of this Grant Agreement; and

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

Reconstruct Runway Lighting; Wildlife Hazard Management Plan; Install Runway Vertical/Visual Guidance System

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$136,480. The following amounts represent a breakdown of the maximum obligation for the purpose of establishing

allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$136,480 airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will 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 August 29, 2017, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must 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 for 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 dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must 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 require advance approval by the Secretary.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. System for Award Management (SAM) Registration And Universal Identifier.

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. Maximum Obligation Increase For Nonprimary Airports. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

A. May not be increased for a planning project;

B. May be increased by not more than 15 percent for development projects;

- C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

18. Audits for Public Sponsors. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated December 29, 2014, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.

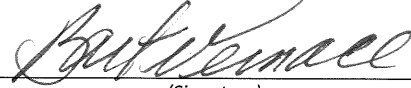
A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

24. Lighting. The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)

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.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____,

Boca Raton Airport Authority

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper 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 _____ (location) this _____ day of _____,

By:

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no 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 specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

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. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4,5,6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 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.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1,2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

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

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
 - ² These laws do not apply to private sponsors.
 - ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
 - ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
 - ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
 - ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.
- 2. Responsibility and Authority of the Sponsor.**
- a. Public Agency Sponsor:

It has legal authority to apply for this 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.
 - b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this 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. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program 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 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 this grant agreement without the written approval of the Secretary, and will act promptly 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 shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program 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. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

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.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this 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 shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this 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 this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this 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.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. 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 of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. 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 to 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.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, 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, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, 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, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) 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.
- g.) 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.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital 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 actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor 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;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, 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 be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) 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.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. 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.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. 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.
- b. 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 Subpart D and E of 49 CFR Part 24.
- c. 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.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 1/24/2017

View the most current versions of these ACs and any associated changes at:

http://www.faa.gov/airports/resources/advisory_circularsand

http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design

NUMBER	TITLE
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVIS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 01/24/2017

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



Memo

To: Mitchell Fogel, Chair and Board Members
From: Travis Bryan, Operations Manager
Date: August 16, 2017
RE: **Emergency Response Training**

AGENDA ITEM – IX - E

The Boca Raton Airport Authority recently hosted the Boca Raton Fire Rescue Services Department for a joint Emergency Response Training and Airport Familiarization course. This training consisted of two classes per day for a period of two weeks to accommodate the various shifts within the department. Included in this training event were general airport familiarization, response routes, ATC communications, hangar fire suppression systems, and aircraft rescue procedures. Over 200 Fire Rescue personnel attended this training encompassing the majority of the department.

Airport Management would like to give a special thank you to Boca Aircraft Maintenance (BAM) for their assistance in this training event. Without the gracious donation of their hangar and multiple aircraft, the hands on portion of the training event would not be possible.



Memo

To: Mitchell Fogel, Chair and Board Members
From: Travis Bryan, Operations Manager
Date: August 16, 2017
RE: **Airport Projects Update**

AGENDA ITEM – IX - F

CBP Project Update:

Construction of the US Customs and Border Protection Facility continues. Recently completed work includes: LAN room buildout and HVAC testing, restrooms tiled, sheetrock installation, taxiway connectors and apron paving. Project completion is scheduled for October 2017.

RWY 23 EMAS Update:

Construction of the EMAS bed is ongoing. Recently completed work includes milling and paving bed area and perimeter roadway, drainage swale construction, and anchor beam installation. EMAS block delivery and installation began the week of August 6th.

In addition to the EMAS installation, the project includes REIL (Runway End Identifier Light) upgrades, airfield lighting control upgrades, and displaced threshold light relocation. The project is expected to be complete by late fall 2017.