

NICK ADAMS, CHAIR
TRISH PFEIFFER, VICE-CHAIR
STEVE GITHENS, SECRETARY
LEO E. LONGWORTH
TANYA TUCKER
SEAN R. PARKER, ATTORNEY



**BARTOW AIRPORT AUTHORITY
REGULAR MEETING
BARTOW EXECUTIVE AIRPORT
AUGUST 14, 2023
5:30 P.M.**

1. Roll Call
 Introductions from the Gallery
2. Minutes of July 10, 2023
3. Consideration of Questions from the Floor, Petitions, Communications:
 Public Comment:
 - 1) Matters not appearing on this agenda.
 - 2) Matters appearing on this agenda, but not scheduled for a separate public hearing
4. Executive Director-
 - 1) Stat Ambulance Addendum
 - 2) July 2023 Financial Statement
5. Airport Attorney- Public Transportation Coordination Joint Participation Agreement
6. Old Business- ATC Academy Update
7. New Business-
8. Resolutions-

Resolution No. 1273, Public Transportation Grant Agreement, FPN No. 450036-1-94-01, Contract No. G2M64, for BARTOW EXECUTIVE AIRPORT ENTRANCE ROAD

Resolution No. 1274, Public Transportation Grant Agreement, FPN No. 452131-3-94-01, Contract No. G2M65, for BARTOW EXECUTIVE AIRPORT BUILDING RENOVATION
9. Adjourn

MINUTES
BARTOW AIRPORT AUTHORITY
REGULAR MEETING
JULY 10, 2023
BARTOW AIRPORT, 5:30 P.M.

Chair Adams called the meeting to order at 5:35 p.m.

The Bartow Municipal Airport Development Authority held its regular meeting on Monday, July 10, 2023, at Bartow Airport, Bartow, Florida. Airport Board members present were Chair Mr. Nick Adams, Ms. Trish Pfeiffer, Mr. Steve Githens, Mr. Leo Longworth (arrived at 5:42), and Mr. Sean Parker (arrived at 5:36) Airport Attorney. Mr. John Helms, Airport Executive Director, Mr. Terry Beacham, Mr. Mel Parker and Ms. Michelle Mathews, Bartow Executive Airport and Mr. Gerald Cochran. Ms. Tanya Tucker was excused ill.

Chair Adams asked if there were any corrections or additions to the Minutes of June 12, 2023, Regular Meeting.

Ms. Pfeiffer moved, Mr. Githens seconded to approve the Minutes of June 12, 2023, as published. All Members voted yes, and the motion carried.

Chair Adams asked if there were any Public Comments on matters not appearing on this Agenda-There were none.

Chair Adams asked if there were any Public Comments on matters appearing on this Agenda, but not scheduled for separate public hearings - There were none.

Mr. Helms then reviewed with the Board the June 2023 Financial Statement and answered questions from the Board. Mr. Helms stated that the Airport is still moving through hurricane damage and when all the damage has been repaired then he will present to the Board a budget amendment. Mr. Helms also stated that the first disbursement of over \$500k has been paid to Frequentis for the remote digital towers. The Airport currently being at \$444k year to date indicates that the airport is doing well.

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Minutes of July 10, 2023

Mr. Githens stated that Financial Statement looked good to him. Chair Adams asked what was driving the cost of flight insurance and Mr. Helms stated that he wasn't entirely sure but the flight school is doing really well with no additional advertising and that the James Ray Scholarship program is helping.

Mr. Githens moved; Ms. Pfeiffer seconded to approve the June 2023 Financial Statement. All members voted yes; and the motion carried.

Mr. Helms asked the Board if they would like to move forward to the Quarterly Report to give Mr. Longworth time to arrive for the meeting? Everybody agreed to move forward with the next agenda item.

Mr. Helms stated that since the first quarter meeting had been cancelled this report is for the second quarter. Mr. Helms stated that Av Gas sales are waning, but Operations are still up and Jet A sales are doing really well.

Mr. Longworth arrived, and Mr. Helms then reviewed with the Board the Proposed FY 2023-2024 Budget. Mr. Helms stated the overall budget assumes a 4% inflation rate. Mr. Helms stated that the Department of Military Affairs has agreed upon a rental rate and has elected to enter into a new lease agreement which will generate funds that the Airport has not previously received. Mr. Longworth asked how long the term was and Mr. Helms stated that he would find that out on Monday when speaking with Captain Curry but hoping for long term with STEP increases along the way and should have the lease soon to present to the Board.

Mr. Helms stated that there is an error on the agenda. The Resolution approving the Fiscal Year 2023-2024 budget was not listed. There was also a correction to the line-item budget, being a one-time expenditure being listed in the incorrect line. Both corrections have been made and will be republished following the meeting.

Mr. Helms informed the Board that Polk Schools are taking all the 5th grade classes on a field trip to the Polk County Aerospace Museum and needed funding assistance to cover school bus transport, Lakeland is contributing \$50, Bartow Executive Airport is allocating \$15k, Winter Haven and Lake Wales are believed to be contributing \$15k and \$5k respectively.

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Minutes of July 10, 2023

Mr. Helms also stated that the Airport is sponsoring the annual Chamber meeting and passing of the gavel for \$2,500.00; \$20k for a professional hangar rate survey; and a 3% COLA raise for the staff.

The fuel sales, flight school, etc., remained equal to current year, with direct revenue and expenditure.

Mr. Helms informed the Board that PGIT insurance has informed the Airport that insurance is going up 100%, the commercial tenants' insurance will double this fiscal year. The Airport is working on getting alternate quotes and will be looking into going out for RFP next year.

Mr. Helms answered questions from the Board regarding Family Insurance Plans offered to the Employees. Mr. Helms explained the Health Savings Account/High Deductible plan offered to employees. The Board liked the option and Ms. Pfeiffer stated that she wished that option could be offered to the City of Bartow Employees.

The T-37 Static Display at the entry way to the Airport needs to be repainted. Paint and preservation is the Airport's responsibility and required as part of the Airport's contract with the Air Force. The Air Force requires the T-37 to be painted in a scheme matching that of one of its previously assigned stations and it has been determined that the Bartow Airbase was in fact that aircraft's first duty station after production by Cessna.

Mr. Longworth moved; Mr. Githens seconded to adopt the Proposed 2023-2024 Budget as presented. All members voted yes; and the motion carried.

Airport Attorney- Had nothing new to report.

Under Old Business- There was no Old Business.

Under New Business-There was no New Business.

Resolutions-

Resolution No. 1272, to Adopt the Proposed FY 2023-2024 Budget.

Mr. Longworth moved; Mr. Githens seconded to Adopt the Proposed FY 2023-2024 Budget.

All members voted yes; and the motion carried.

There being nothing further to discuss Chair Adams adjourned the meeting at 6:45p.m.

BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY

BY: _____
CHAIRPERSON

ATTEST: _____
SECRETARY



Bartow Executive Airport and Industrial Complex

July 26, 2023

**ADDENDUM TO SUBLEASE AGREEMENT
BETWEEN BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY
AND STAT AMBULANCE COMPANY
CHANGING SIGNATURES ON
SUBLEASE AGREEMENT DATED APRIL 1, 2021
EFFECTIVE AUGUST 1, 2023**

This Addendum will be attached to the Sublease Agreement for Building #232 (5263 Airport Blvd.) dated April 1, 2021, changing the Tenant’s authorized signatures on the Sublease Agreement to remove Julia C. Reardon, CFO to Gregory Myers, CEO, Myers Southern, LLC, d/b/a Stat Ambulance Company. Ms. Julia C. Reardon is no longer affiliated with Myers Southern, LLC, d/b/a Stat Ambulance Company (see attached correspondence from The Law Office of Wrede Kirkpatrick, P.A, Attorneys at Law, dated April 13, 2023).

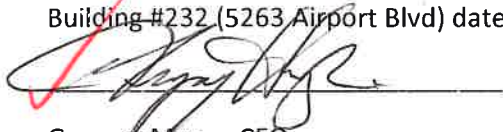
This Sublease Agreement shall be subject to all other terms and conditions of the aforementioned Sublease Agreement dated April 1, 2021.

The Bartow Municipal Airport Development Authority, at their meeting held Monday, August 14, 2023, approved this Addendum.

John Helms
Executive Director

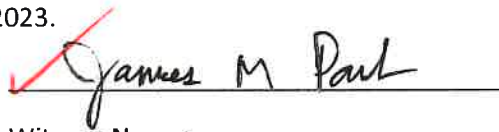
Sean R. Parker
Airport Attorney

The Tenant does hereby acknowledge and approves this Addendum to the Sublease Agreement for Building #232 (5263 Airport Blvd) dated July 26, 2023.



Gregory Myers, CEO

Myers Southern, LLC d/b/a
Stat Ambulance Co.



Witness Name:

Dated: 8/2/2023

BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY
BUDGET TO ACTUAL JULY 2023

INCOME:	Airside	BFS	Landside	MTD Income	MTD Budget	YTD Income	YTD Budget	Approved Budget	Budget Amended	Total Budget	83% YTD
301 Buildings/ Land Rent	66,666	0	166,880	233,546	208,917	2,271,315	2,089,167	2,507,000		2,507,000	91%
302 Insurance Collected	1,642	0	12,244	13,886	16,306	129,577	163,056	195,667		195,667	66%
303 Grant Funding											
303.01 FDOT Funding	5,209	0	5,209	10,419	47,973	22,161	479,733	130,753	444,926	575,679	4%
303.02 FAA Funding	26,987	0	26,987	53,974	46,185	306,938	461,847	193,550	360,667	554,217	55%
305 Interest	0	0	18,553	18,553	4,428	139,194	44,280	23,136	30,000	53,136	262%
310 Property/Fire Tax	0	0	91	91	8,100	94,494	81,000	97,200		97,200	97%
320 Aviation/Jet Fuel	27,373	117,531	0	144,904	180,095	1,722,256	1,800,951	2,161,141		2,161,141	80%
321 Merchandise For Retail	0	1,175	0	1,175	833	9,545	8,333	10,000		10,000	95%
322 Aircraft Rental	0	50,655	0	50,655	25,392	412,245	253,918	304,702		304,702	135%
323 Flight Supplies	0	0	0	0	83	368	833	1,000		1,000	37%
324 Other/Miscellaneous	0	18,926	-17,392	1,534	2,924	1,471,195	29,243	35,092		35,092	4192%
326 Flight Instruction	0	19,155	0	19,155	8,257	142,075	82,569	99,083		99,083	143%
330 Projects Fund	0	0		0	16,648	0	166,480	17,967	181,809	199,776	0%
TOTAL INCOME	127,877	207,443	212,572	547,893	566,141	6,721,362	5,661,411	5,776,291	1,017,402	6,793,693	99%

BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY
BUDGET TO ACTUAL JULY 2023

OPERATING EXPENSES:	Airside	BFS	Landside	MTD Expenses	MTD Budget	YTD Expense	YTD Budget	Approved Budget	Budget Amended	Total Budget	83% YTD
400 Salaries & Wages											
400.01 Salaries/Wages	29,894	24,082	29,064	83,040	103,271	927,720	1,032,711	1,190,894	48,359	1,239,253	75%
400.02 Overtime	1,404	1,131	1,365	3,901	2,132	24,158	21,322	23,268	2,318	25,586	94%
401 Payroll Taxes	2,511	2,022	2,441	6,974	8,001	76,418	80,008	91,837	4,172	96,009	80%
403 Deferred Compensation	1,529	1,232	1,487	4,247	5,361	48,409	53,613	62,018	2,318	64,336	75%
404 Property/Fire Tax	0	0	0	0	9,815	103,154	98,146	117,775		117,775	88%
406 Professional Services	0	0	0	0	1,000	872	10,000	12,000		12,000	7%
407 Fuel/Oil/Lubricants	1,954	0	3,098	5,053	3,366	27,011	33,655	40,386		40,386	67%
408 Office Supplies	17	518	284	820	476	8,023	4,758	5,709		5,709	141%
409. Utilities											
409.01 Communications	360	285	285	930	1,096	11,339	10,964	13,157		13,157	86%
409.02 Electric/Water	1,460	2,189	3,649	7,298	8,382	78,305	83,818	100,581		100,581	78%
409.03 Solid Waste/Other	256	0	86	342	390	3,538	3,896	4,675		4,675	76%
412 Insurance											
412.01 Insurance - Group	10,721	8,636	10,423	29,779	30,686	293,273	306,855	383,637	-15,411	368,226	80%
412.02 Insurance - Gen	0	0	0	0	37,859	437,358	378,588	454,305		454,305	96%
414 Computer Equipment											
414.01 Hardware	0	0	0	0	0	928	0	0		0	0%
414.02 Software	0	0	0	0	0	0	0	0		0	0%
418 Uniforms	0	73	1,209	1,283	1,130	14,741	11,303	13,564		13,564	109%
419 Maintenance/Repairs											
419.01 Vehicles/Equipment	1,144	3,842	506	5,492	3,349	32,045	33,491	40,189		40,189	80%
419.02 Buildings/Grounds	252	125	161,174	161,551	7,399	759,489	73,989	88,787		88,787	855%
419.03 IT Services	326	326	326	977	536	6,369	5,355	6,426		6,426	99%
420 Aviation/Jet Fuel	23,053	78,090	0	101,143	148,964	1,268,081	1,489,642	1,787,570		1,787,570	71%

BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY
BUDGET TO ACTUAL JULY 2023

	Airside	BFS	Landside	MTD Expenses	MTD Budget	YTD Expense	YTD Budget	Approved Budget	Budget Amended	Total Budget	83% YTD
421 Merchandise For Retail	0	925	0	925	750	7,880	7,500	9,000		9,000	88%
422 Flight Instruction	0	13,772	0	13,772	5,840	105,184	58,398	70,078		70,078	150%
423 Flight Supplies	0	68	0	68	67	1,136	667	800		800	142%
424 Dues & Subscriptions	10	108	465	582	2,504	23,992	25,035	30,042		30,042	80%
425 Advertise/Promo/Travel											
425.01 Advertising/Promo	455	1,249	1,249	2,954	890	13,527	8,899	10,679		10,679	127%
425.02 Travel/Per Diem	0	0	367	367	308	858	3,083	3,700		3,700	23%
426 Flying Service Aircraft											
426.01 Aviation Fuel	0	11,902	0	11,902	7,239	92,163	72,392	86,870		86,870	106%
426.02 Aircraft Insurance	0	0	0	0	7,406	88,151	74,061	88,873		88,873	99%
426.03 Aircraft Repair/Maint	0	19,830	0	19,830	8,065	85,518	80,650	96,780		96,780	88%
429 Attorney	0	0	0	0	1,250	6,155	12,500	15,000		15,000	41%
430 Contract Services	7,962	654	7,192	15,808	20,666	207,434	206,658	247,989		247,989	84%
432 Educ/Train/Staff Dev	418	418	419	1,255	776	7,804	7,763	9,315		9,315	84%
433 Audit	0	0	0	0	3,346	24,767	33,461	40,153		40,153	62%
434 Operating Supplies	253	548	548	1,349	1,543	14,752	15,425	18,510		18,510	80%
435 Merchant Services	600	4,222	0	4,822	5,197	52,779	51,973	62,367		62,367	85%
439 Real Estate Brokerage	0	0	0	0	0	0	0	0		0	0%
440 Projects Fund	0	0	0	0	0	0	0	0		0	0%
450 Other/Miscellaneous	0	0	34	34	500	20,010	5,000	6000		6,000	333%
TOTAL OPERATING	84,578	176,248	225,671	486,497	439,558	4,873,343	4,395,575	5,232,934	41,756	5,274,690	92%
411 Capital Improvements											
411.01 Equipment	49,234	0	49,234	98,468	31,863	724,355	318,631	68,300	314,057	382,357	189%
411.02 Building	27,733	0	0	27,733	58,710	257,937	587,100	220,000	484,520	704,520	37%
411.03 Other	974	0	974	1,947	36,010	133,442	360,104	255,057	177,068	432,125	31%
TOTAL CAPITAL	77,940	0	50,208	128,148	126,584	1,115,735	1,265,835	543,357	975,646	1,519,003	73%
NET INCOME	-34,641	31,195	-63,306	-66,752	0	732,284	0	0	0	0	0

Hurricane Ian

Insurance Paid
 Airport Paid
 Net

1,418,497.14
1,181,426.70
 237,070.44

495,213.64 Net Income After Ian/Frequentis

Bartow Executive Airport
Balance Sheet
As of July 31, 2023

	<u>Jul 31, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
100 · Petty Cash	143.54
103.1 · MONEY MARKET ACCT - CBT	3,801,667.22
103.2 · OPERATING ACCT - CBT	1,022,719.60
107 · Certificates of Deposit	130,871.55
Total Checking/Savings	<u>4,955,401.91</u>
Accounts Receivable	-28,900.11
Other Current Assets	155,412.51
Total Current Assets	<u>5,081,914.31</u>
Fixed Assets	17,325,416.21
Other Assets	
111.999 · Leases Receivable - Noncurrent	12,923,021.73
113 · DUE FROM FDOT	6,089.51
113.001 · DUE FROM FAA	78,450.52
Total Other Assets	<u>13,007,561.76</u>
TOTAL ASSETS	<u><u>35,414,892.28</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	367,181.01
Long Term Liabilities	
235.000 · Post Employe Benefits Payable	1,569,052.00
287 · Accumulated Compensation Absenc	147,009.12
290.000 · Deferred Inflows - Leases	12,784,125.72
Total Long Term Liabilities	<u>14,500,186.84</u>
Total Liabilities	14,867,367.85
Equity	<u>20,547,524.43</u>
TOTAL LIABILITIES & EQUITY	<u><u>35,414,892.28</u></u>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERGOVERNMENTAL COORDINATION AND REVIEW
AND**

525-010-03
POLICY PLANNING
OGC – 10/20
Page 1 of 14

PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT

THIS INTERGOVERNMENTAL COORDINATION AND REVIEW AND PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT is made and entered into on this 24th day of August, 2023, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION (Department); the Polk Transportation Planning Organization (TPO); the Central Florida Regional Planning Council (CFRPC); Lakeland Area Mass Transit District (LAMTD); Polk Transit Authority (PTA); Bartow Municipal Airport Development Authority (BMADA); collectively referred to as the Parties.

RECITALS

WHEREAS, the Federal Government, under the authority of 23 United States Code (USC) § 134 and 49 USC § 5303 and any subsequent applicable amendments, requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process in designated urbanized areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, 23 USC § 134, 49 USC § 5303, and Section 339.175, Florida Statutes (F.S.), provide for the creation of metropolitan planning organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, 23 Code of Federal Regulations (CFR) § 450 requires that the State, the Metropolitan Planning Organization, and the operators of publicly owned transportation systems shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning (including multimodal, systems-level corridor and subarea planning studies pursuant to 23 CFR § 450) and programming;

WHEREAS, pursuant to Section 20.23, F.S., the Department has been created by the State of Florida, and the Department has the powers and duties relating to transportation, as outlined in Section 334.044, F.S.;

WHEREAS, pursuant to 23 USC § 134, 49 USC § 5303, 23 CFR § 450, and Section 339.175 F.S., the Polk Transportation Planning Organization (TPO), herein after referred to as the MPO, has been designated and its membership apportioned by the Governor of the State of Florida, with the agreement of the affected units of general purpose local government, to organize and establish the Metropolitan Planning Organization;

WHEREAS, pursuant to Section 339.175 F.S., the MPO shall execute and maintain an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the Metropolitan Planning Area;

WHEREAS, the agreement must describe the means by which activities will be coordinated and specify how transportation planning and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

WHEREAS, pursuant to Section 186.505, F.S., the RPC is to review plans of metropolitan planning organizations to identify inconsistencies between those agencies' plans and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S.;

WHEREAS, the RPC, pursuant to Section 186.507, F.S., is required to prepare a Strategic Regional Policy Plan, which will contain regional goals and policies that address regional transportation issues;

WHEREAS, based on the RPC statutory mandate to identify inconsistencies between plans of metropolitan planning organizations and applicable local government comprehensive plans, and to prepare and adopt a Strategic Regional Policy Plan, the RPC is appropriately situated to assist in the intergovernmental coordination of the transportation planning process;

WHEREAS, pursuant to Section 186.509, F.S., the RPC has adopted a conflict and dispute resolution process;

WHEREAS, the purpose of the dispute resolution process is to reconcile differences in planning and growth management issues between local governments, regional agencies, and private interests;

WHEREAS, the Parties hereto have determined that the voluntary dispute resolution process can be useful in resolving conflicts and disputes arising in the transportation planning process;

WHEREAS, pursuant to 23 CFR § 450 and Section 339.175, F.S., the MPO must execute and maintain an agreement with the operators of public transportation systems, including transit systems, commuter rail systems, airports, seaports, and spaceports, describing the means by which activities will be coordinated and specifying how public transit, commuter rail, aviation, and seaport planning (including multimodal, systems-level corridor and subarea planning studies pursuant to 23 CFR § 450) and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

WHEREAS, it is in the public interest that the MPO, operators of public transportation systems, including transit systems, commuter rail systems, port and aviation authorities, jointly pledge their intention to cooperatively participate in the planning and programming of transportation improvements within this Metropolitan Planning Area;

WHEREAS, the Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement, dated August 10, 2017, is hereby replaced and superseded in its entirety by this Agreement.

WHEREAS, the undersigned Parties have determined that this Agreement satisfies the requirements of and is consistent with 23 CFR § 450 and Section 339.175, F.S.; and

WHEREAS, the Parties to this Agreement desire to participate cooperatively in the performance, on a continuing basis, of a cooperative, and comprehensive transportation planning process to assure that highway facilities, transit systems, bicycle and pedestrian facilities, rail systems, air transportation, and other facilities will be located and developed in relation to the overall plan of community development.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the Parties desiring to be legally bound, do agree as follows:

ARTICLE 1

RECITALS AND DEFINITIONS

1.01. Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

1.02. Definitions. The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

- (a) **Agreement** means this instrument, as may be amended from time to time.
- (b) **Corridor or Subarea Study** means studies involving major investment decisions or as otherwise identified in 23 CFR § 450.
- (c) **Department** means the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23, F.S.
- (d) **FHWA** means the Federal Highway Administration.
- (e) **Long Range Transportation Plan (LRTP)** means the 20-year transportation planning horizon which identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and, in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by 23 USC § 134, 49 USC § 5303, 23 CFR § 450, and Section 339.175, F.S.
- (f) **Metropolitan Planning Area** means the planning area as determined by agreement between the MPO and the Governor for the urbanized areas designated by the United States Bureau of the Census as described in 23 USC § 134, 49 USC § 5303, and Section 339.175, F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority.
- (g) **Metropolitan Planning Organization (MPO)** means the Polk Transportation Planning Organization (TPO) formed pursuant to Interlocal Agreement as described in 23 USC § 134, 49 USC § 5303, and Section 339.175, F.S. This may also be referred to as a Transportation Planning Organization (TPO).
- (h) **Regional Planning Council (RPC)** means the Central Florida Regional Planning Council (CFRPC) created pursuant to Section 186.504, F.S., and identified in Rule insert F.A.C. Rule citation, F.A.C.
- (i) **Transportation Improvement Program (TIP)** means the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §§ 134 and 450, 49 USC § 5303, and Section 339.175, F.S.

- (j) **Unified Planning Work Program (UPWP)** means a biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, as required by 23 CFR § 450.308(c), and Section 339.175, F.S.

ARTICLE 2 **PURPOSE**

2.01. Coordination with public transportation system operators. This Agreement is to provide for cooperation between the Parties in the development and preparation of the UPWP, the TIP, the LRTP, and any applicable Corridor or Subarea Studies.

2.02. Intergovernmental coordination; Regional Planning Council. Further, this Agreement is to provide a process through the RPC for intergovernmental coordination and review and identification of inconsistencies between proposed MPO transportation plans and local government comprehensive plans adopted pursuant to Chapter 163, F.S., and reviewed by the Division of Community Development within the Florida Department of Economic Opportunity.

2.03. Dispute resolution. This Agreement also provides a process for conflict and dispute resolution through the RPC.

ARTICLE 3 **COOPERATIVE PROCEDURES FOR PLANNING AND PROGRAMMING** **WITH OPERATORS OF PUBLIC TRANSPORTATION SYSTEMS**

3.01. Cooperation with operators of public transportation systems; coordination with local government approved comprehensive plans.

- (a) The MPO shall cooperate with the Lakeland Area Mass Transit District; Polk Transit Authority (LAMTD); Bartow Municipal Airport Development Authority (BMADA) (collectively, "Transportation Authorities") to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Planning Area.
- (b) The MPO shall implement a continuing, cooperative, and comprehensive transportation planning process that is consistent, to the maximum extent feasible, with port and aviation master plans, and public transit development plans of the units of local governments whose boundaries are within the Metropolitan Planning Area.
- (c) As a means towards achievement of the goals in paragraphs (a) and (b) and in an effort to coordinate intermodal transportation planning and programming, the MPO may include, but shall include if within a transportation management area, as part of its membership officials of agencies that administer or operate major modes or systems of transportation, including but not limited to transit operators, sponsors of major local airports, maritime ports, and rail operators per Federal regulations. The representatives of the major modes or systems of transportation may be accorded voting or non-voting advisor status. In the Metropolitan Planning Area if authorities or agencies are created by law to perform transportation functions and are not under the jurisdiction of a general purpose local government represented on the MPO, the MPO may request the Governor to designate said authority or agency as a voting member

of the MPO in accordance with the requirements of Section 339.175, F.S. If the new member would significantly alter local government representation in the MPO, the MPO shall propose a revised apportionment plan to the Governor to ensure voting membership on the MPO to be an elected official representing public transit authorities which have been, or may be, created by law.

The MPO shall ensure that representatives of ports, transit authorities, rail authorities, and airports within the Metropolitan Planning Area are provided membership on the MPO Technical Advisory Committee.

3.02. Preparation of transportation related plans.

- (a) Although the adoption or approval of the UPWP, the TIP, and the LRTP is the responsibility of the MPO, development of such plans or programs shall be viewed as a cooperative effort involving the Parties to this Agreement. In developing its plans and programs, the MPO shall solicit the comments and recommendations of the other Parties to this Agreement in the preparation of such plans and programs.
- (b) When preparing the UPWP, the TIP, or the LRTP, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO shall provide notice to all other Parties to this Agreement to advise them of the scope of the work to be undertaken and inviting comment and participation in the development process. The MPO shall ensure that the chief operating officials of the other Parties receive written notice at least 15 days prior to the date of all public workshops and hearings, or within the specified number of days per MPO bylaws or public participation plan, relating to the development of such plans and programs.
- (c) Local government comprehensive plans.
 - (1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO and Transportation Authorities shall review for consistency for each local government in the Metropolitan Planning Area:
 - (i) each comprehensive plan's future land use element;
 - (ii) the goals, objectives, and policies of each comprehensive plan; and
 - (iii) the zoning, of each local government in the Metropolitan Planning Area.
 - (2) Based upon the foregoing review and in consideration of other relevant growth management plans, the MPO and Transportation Authorities shall provide written recommendations to local governments in the Metropolitan Planning Area in the development, amendment, and implementation of their comprehensive plans. A copy of the recommendations shall be sent to the RPC.
 - (3) The MPO agrees that, to the maximum extent feasible, the LRTP and the projects and project-phases within the TIP shall be consistent with the future land use element and the goals, objectives, and policies of each comprehensive plan of the local governments in the Metropolitan Planning Area. If the MPO's TIP is inconsistent with a local government's comprehensive plan, the MPO shall so

indicate, and the MPO shall present, as part of the TIP, justification for including the project in the program.

(d) Multi-modal transportation agency plans.

- (1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO shall analyze the master plans of the Transportation Authorities. Based upon the foregoing review and a consideration of other transportation related factors, the MPO, shall from time to time and as appropriate, provide recommendations to the other Parties to this Agreement as well as local governments within the Metropolitan Planning Area, for the development, amendment, and implementation of their master, development, or comprehensive plans.
- (2) In developing or revising their respective master, development, or comprehensive plans, the Parties to this Agreement shall analyze the draft or approved UPWP, TIP, LRTP, or Corridor or Subarea studies, or amendments thereto. Based upon the foregoing review and a consideration of other transportation related factors, the Parties to this Agreement shall as appropriate, provide written recommendations to the MPO with regard to development, amendment, and implementation of the plans, programs, and studies.
- (3) The MPO agrees that, to the maximum extent feasible, the TIP shall be consistent with the affected growth management and other relevant plans of the other Parties to this Agreement.

ARTICLE 4

INTERGOVERNMENTAL COORDINATION AND REVIEW

4.01. Coordination with Regional Planning Council. The RPC shall do the following:

- (a) Within 30 days of receipt, the RPC shall review the draft TIP, LRTP, Corridor and Subarea studies, or amendments thereto, as requested by the MPO, to identify inconsistencies between these plans and programs and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S., for counties and cities within the Metropolitan Planning Area and the adopted Strategic Regional Policy Plan.
 - (1) The Parties recognize that, pursuant to Florida law, the LRTP and the TIP of the MPO must be considered by cities and counties within the Metropolitan Planning Area in the preparation, amendment, and update/revision of their comprehensive plans. Further, the LRTP and the projects and project phases within the TIP are to be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local governments in the Metropolitan Planning Area. Upon completion of its review of a draft TIP or LRTP, the RPC shall advise the MPO and each county or city of its findings;
 - (2) The RPC shall advise the MPO in writing of its concerns and identify those portions of the submittals which need to be reevaluated and potentially modified if the RPC review identifies inconsistencies between the draft TIP or LRTP and local comprehensive plans; and

- (3) Upon final adoption of the proposed TIP, LRTP, Corridor and Subarea studies, or amendments thereto, the MPO may request that the RPC consider adoption of regional transportation goals, objectives, and policies in the Strategic Regional Policy Plan implementing the adopted TIP, LRTP, Corridor and Subarea studies, or amendments thereto. If the proposed plan, program, or study, or amendments thereto, was the subject of previous adverse comment by the RPC, the MPO will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the MPO shall identify the reason for not amending the plan as suggested by the RPC.
- (b) Provide the availability of the conflict and dispute resolution process as set forth in Article 5 of this Agreement.

ARTICLE 5

CONFLICT AND DISPUTE RESOLUTION PROCESS

5.01. Disputes and conflicts under this Agreement. This process shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement. Except as otherwise provided in this Article 5, only representatives of a party to this Agreement with conflicts or disputes shall engage in conflict resolution.

5.02. Initial resolution. The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials:

Department: District Director for Planning and Programs

MPO: Polk Transportation Planning Organization (TPO): Parag Agrawal, Executive Director

RPC: Central Florida Regional Planning Council (CFRPC): Jennifer Codo-Salisbury, Executive Director

Polk Transit Authority (PTA): Tom Phillips, Executive Director

Lakeland Area Mass Transit Authority (LAMTA): Tom Phillips, Executive Director

Bartow Municipal Airport Development Authority (BMADA): John Helms, Executive Director

5.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the officials listed on section 5.02 of this Agreement, with the exception of the Department's listed official, which for purposes of this section 5.03 shall be the District Secretary.

5.04. Resolution by the Office of the Governor. If the conflict is not resolved through conflict resolution pursuant to sections 5.01, 5.02, and 5.03 of this Agreement, the affected parties shall petition the Executive Office of the Governor for resolution of the conflict pursuant to its procedures. Resolution of the conflict by the Executive Office of the Governor shall be binding on the affected parties.

ARTICLE 6

MISCELLANEOUS PROVISION

6.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the Parties. In addition, this Agreement does not relieve any of the Parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the Parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

6.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all Parties hereto with the same formalities as the original Agreement.

6.03. Duration; withdrawal procedure.

- (a) Duration. This Agreement shall have a term of five (5) years and the Parties hereto shall examine the terms hereof and agree to amend the provisions or reaffirm the same in a timely manner. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.
- (b) Withdrawal procedure. With the exception of the MPO, any party to this Agreement may withdraw after presenting in written form a notice of intent to withdraw to the other Parties to this Agreement, at least ninety (90) days prior to the intended date of withdrawal; provided, that financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal.

6.04. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested, to the officials identified for each party in section 5.02 of this agreement.

A party may unilaterally change its address or addressee by giving notice in writing to the other Parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

6.05. Interpretation.

- (a) Drafters of Agreement. All Parties to this Agreement were each represented by, or afforded the opportunity for representation by legal counsel, and participated in the drafting of this Agreement and in the choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.
- (b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.
- (c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

- (1) The singular of any word or term includes the plural;
- (2) The masculine gender includes the feminine gender; and
- (3) The word “shall” is mandatory, and “may” is permissive.

6.06. Attorney’s Fees. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own costs and attorney’s fees in connection with such proceeding.

6.07. Agreement execution; use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

6.08. Effective date. This Agreement shall become effective on the date last signed by the Parties hereto.

6.09. Other authority. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the Parties to enter into this Agreement or to undertake the provisions set forth hereunder, or to observe, assume or carry out any of the provisions of the Agreement, said Parties will initiate and consummate, as provided by law, all actions necessary with respect to any such matters as required.

6.10. Parties not obligated to third parties. No party hereto shall be obligated or be liable hereunder to any party not a signatory to this Agreement. There are no express or intended third-party beneficiaries to this Agreement.

6.11. Rights and remedies not waived. In no event shall the making by the Department of any payment to the MPO constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the MPO, and the making of any such payment by the Department while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Department in respect of such breach or default.

6.12. Data, records, reports and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the Parties, excluding the Department, shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

**INTERGOVERNMENTAL COORDINATION AND REVIEW
AND
PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

Signed, sealed and delivered in the presence of:

FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____

Name: L.K. Nandam

Title: District Secretary

Date: _____

Approved as to form and legal sufficiency

Attorney: _____

Name: _____

POLK TRANSPORTATION PLANNING ORGANIZATION

By: _____

Name: Jack Myers

Title: Chairman

Date: _____

Approved as to form and legal sufficiency

Attorney: Elizabeth Voss

Name: _____

CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

By: _____

Name: Keith Keene

Title: Chairperson

Date: _____

Approved as to form and legal sufficiency

Attorney: _____

Name: _____

POLK TRANSIT AUTHORITY

By: _____

Name: _____

Title: George Lindsey III

Date: _____

Approved as to form and legal sufficiency

Attorney: Ben Darby

Name: _____

LAKELAND AREA MASS TRANSIT DISTRICT

By: _____

Name: Sara Roberts-McCarley

Title: Chairperson

Date: _____

Approved as to form and legal sufficiency

Attorney: Ben Darby

Name: _____

BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY

By: _____

Name: Nick Adams

Title: Chairperson

Date: _____

Approved as to form and legal sufficiency

Attorney: Sean R. Parker

Name: _____

RESOLUTION NO. 1273

WHEREAS, the Bartow Municipal Airport Development Authority desires to make certain Airport Improvement Projects at the Bartow Municipal Airport, Polk County, Florida and

WHEREAS, the Bartow Municipal Airport Development Authority desires to enter into a Public Transportation Grant Agreement with the Florida Department of Transportation, Division of Public Transportation Operations, in the participation of Airport Projects, and

WHEREAS, the State of Florida Department of Transportation, Division of Public Transportation Operations has offered Public Transportation Grant Agreement, FPN No. 450036-1-94-01, Contract No. G2M64 for the following Airport Project:

BARTOW EXECUTIVE AIRPORT ENTRANCE ROAD

WHEREAS, it is necessary to designate certain persons to execute Public Transportation Grant Agreement, Interlocal Agreements, Amendments and Supplements with the State of Florida Department of Transportation, Division of Public Transportation Operations, and to approve the project:

NOW, THEREFORE, BE IT RESOLVED:

1. That the Bartow Municipal Airport Development Authority does hereby approve the above stated Airport Project.
2. That the Executive Director, John Helms, Deputy Director, Terry Beacham, Assistant Secretary, D. Michelle Mathews, of the Bartow Municipal Airport Development Authority, are hereby, authorized and directed to execute the Public Transportation Grant Agreement, FPN No. 450036-1-94-01, Contract Number G2M64 with the State of Florida, Department of Transportation, Division of Public Transportation Operations, and the above listed persons are authorized to execute any other Agreements, Contracts or Amendments that may come about in the pursuit of this project. A copy of the Public Transportation Grant Agreement, FNP No. 450036-1-94-01 is attached as Schedule "A" and incorporated herein by reference.

PASSED ON: _____

BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY

BY: _____
CHAIRPERSON

ATTEST:

Secretary

APPROVED AS TO CORRECTNESS AND FORM:

Airport Attorney

APPROVED AS TO SUBSTANCE

Executive Director

RESOLUTION NO. 1274

WHEREAS, the Bartow Municipal Airport Development Authority desires to make certain Airport Improvement Projects at the Bartow Municipal Airport, Polk County, Florida and

WHEREAS, the Bartow Municipal Airport Development Authority desires to enter into a Public Transportation Grant Agreement with the Florida Department of Transportation, Division of Public Transportation Operations, in the participation of Airport Projects, and

WHEREAS, the State of Florida Department of Transportation, Division of Public Transportation Operations has offered Public Transportation Grant Agreement, FPN No. 452131-3-94-01, Contract No. G2M65 for the following Airport Project:

BARTOW EXECUTIVE AIRPORT BUILDING RENOVATION

WHEREAS, it is necessary to designate certain persons to execute Public Transportation Grant Agreement, Interlocal Agreements, Amendments and Supplements with the State of Florida Department of Transportation, Division of Public Transportation Operations, and to approve the project:

NOW, THEREFORE, BE IT RESOLVED:

1. That the Bartow Municipal Airport Development Authority does hereby approve the above stated Airport Project.
2. That the Executive Director, John Helms, Deputy Director, Terry Beacham, Assistant Secretary, D. Michelle Mathews, of the Bartow Municipal Airport Development Authority, are hereby, authorized and directed to execute the Public Transportation Grant Agreement, FPN No. 452131-3-94-01, Contract Number G2M65 with the State of Florida, Department of Transportation, Division of Public Transportation Operations, and the above listed persons are authorized to execute any other Agreements, Contracts or Amendments that may come about in the pursuit of this project. A copy of the Public Transportation Grant Agreement, FNP No. 452131-3-94-01 is attached as Schedule "A" and incorporated herein by reference.

PASSED ON: _____

BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY

BY: _____

CHAIRPERSON

ATTEST:

Secretary

APPROVED AS TO CORRECTNESS AND FORM:

Airport Attorney

APPROVED AS TO SUBSTANCE

Executive Director