

BCC MEETING DATE: October 5, 2021
AGENDA ITEM: DEPT-1

**MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM**

TO: Honorable Members of the Board of County Commissioners
DATE: September 28, 2021

VIA: Taryn Kryzda
County Administrator

FROM: Jennifer Manning
Director of the Office of Management & Budget

REF: 22-0024

**SUBJECT: OFFICE OF MANAGEMENT AND BUDGET ITEMS WHICH REQUIRE
BOARD APPROVAL**

PERMISSION TO ACCEPT

1. **PERMISSION TO ACCEPT THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) 448892 AMENDMENT #1 FOR CONSTRUCTION OF STORMWATER IMPROVEMENTS AND AN AMENDMENT OF AGREEMENT FOR SUA FL HOLDINGS, LLC TO CONTRIBUTE FUNDS FOR THE IMPROVEMENTS**

The County owns and has jurisdiction over the development, operation and maintenance of Martin County/Witham Field Airport (the "Airport"). SUA FL Holdings, LLC, a Florida limited liability company ("SUA FL"), is a Fixed Based Operator at the Airport and leases certain Airport premises from the County. SUA FL is the successor-in-interest and assignee of the former Fixed Based Operator Stuart Jet Center, LLC ("Stuart Jet").

Pursuant to the FAA's Advisory Circular 150/5200-33B concerning Hazardous Wildlife Attractants at or near Airports, the County and the Airport are required to improve stormwater drainage to fill the two airside wet ponds and convert them to open space/turf and to fill in a dry-retention area, all of which are on SUA FL's leasehold (the "Project").

On April 13, 2021, the Board of County Commissioners approved the acceptance of the FDOT Public Transportation Grant Agreement 448892 and approved the agreement for Stuart Jet Center to contribute funds to cover the local match. The total project cost was \$600,000, with FDOT contributing \$480,000, and Stuart Jet contributing \$120,000. Stuart Jet duly contributed \$120,000, which the County is holding in a separate account.

Subsequently, SUA FL purchased Stuart Jet, which was consented to pursuant to the lease by the County Administrator based on the recommendation of staff, which performed the requisite due diligence of SUA FL.

Later, due to a bid shortfall, FDOT granted the Airport an additional \$100,000, bringing the total project cost to \$700,000, with FDOT contributing \$560,000. Upon the Board's approval of the First Amendment of Agreement for Airport Stormwater Drainage Improvements, SUA FL Holdings, LLC, will contribute \$20,000 to satisfy the increased local match \$140,000.

This is a request for the approval of the two separate agreements. Approval of both is required for the Project to be sufficiently funded.

FDOT AGREEMENT

- **Agreement/Contract drafted by** – FDOT
- **Parties to the Agreement/Contract** – Martin County and FDOT
- **Purpose of the Agreement/Contract** – FDOT to award to the County an additional amount of \$100,000 as a grant for the construction of Airport stormwater improvements.
- **New/Renewal/Modified** – Modified
- **Duration** – Date of full execution to 12/31/23
- **Benefits to Martin County** – FDOT grant would cover 80% of the total cost of the project, that is, \$560,000 out of the projected total cost of \$700,000.
- **Cost to Martin County** – None

SUA FL FIRST AMENDMENT OF AGREEMENT

- **Agreement/Contract drafted by** – Martin County and SUA FL Holdings. LLC (“SUA FL”)
- **Parties to the Agreement/Contract** – Martin County and SUA FL
- **Purpose of the Agreement/Contract** – SUA FL to contribute to County the amount of \$20,000 for the Airport stormwater improvements.
- **New/Renewal/Modified** – New
- **Duration** – On the Board’s approval of this agenda item and FDOT approving the grant agreement, SUA FL will contribute \$20,000.
- **Benefits to Martin County** – SUA FL’s contribution would cover the shortfall of \$20,000 toward the 20% of the total cost of the project, that is, \$140,000 out of the projected total cost of \$700,000
- **Cost to Martin County** – None
- **Programmatic Implication if not approved** – Airport will not be able to address the drainage issues for the safety areas of the airport.
- **Financial Fiscal impact if not approved** – Airport would need to fund 100% of the cost to repair the draining issues at the airport.

DOCUMENTS REQUIRING ACTION:

- Grant Contract (2 copies)
- First Amendment of Agreement for Airport Stormwater Drainage Improvements (2 copies)
- Budget resolution (2 copies)

RECOMMENDATION:

- Move that the Board authorize the Chair to execute the FDOT PTGA grant Amendment #1 as well as any non-monetary grant related documents upon review and concurrence of the County Attorney’s Office;
- Move that the Board authorize the Chair to execute the First Amendment of Agreement for Airport Stormwater Drainage Improvements; and
- Move that the Board adopt the budget resolution.

REVIEWED BY COUNTY ATTORNEY’S OFFICE

2. PERMISSION TO ACCEPT THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) LOCAL AGENCY PROGRAM (LAP) AGREEMENT FOR THE NORTHWEST DIXIE HIGHWAY (S OF SE GREEN RIVER PARKWAY TO SE GREEN RIVER PARKWAY) SIDEWALK EXTENSION PROJECT (FM# 444345-1-58-01)

FDOT GRANT AGREEMENT

- **Agreement/Contract drafted by** – State of Florida Department of Transportation (FDOT)
- **Parties to the Agreement/Contract** – FDOT and the Martin County Board of County Commissioners (on behalf of the City of Stuart)
- **Purpose of the Agreement/Contract** – To provide funding for this project up to \$430,864, the estimated cost for the project is \$550,864. The project scope consists construction of an 8' wide concrete sidewalk on the east side of NW Dixie Highway / NW Green River Parkway.
- **New/Renewal/Modified** – New
- **Duration** – Martin County agrees to complete the Project on or before December 31, 2023 (date of Agreement expiration).
- **Benefits to Martin County** – The grant funding will provide for new public facilities and/or improvements that eliminate public hazards.
- **Background Information** – The County and City have agreed to cooperate in the implementation of the project whereby the County, utilizes its Local Agency Program (LAP) certification and eligibility to participate in the FDOT's Local Agency Program (LAP) grant program, and will contract for construction of the project on the City's behalf via an Interlocal Agreement.
- **Cost to Martin County** – None.

INTERLOCAL AGREEMENT

- **Agreement/Contract drafted by** – Martin County Attorney's Office
- **Parties to the Agreement/Contract** – Martin County Board of County Commissioners and City of Stuart City Commission
- **Purpose of the Agreement/Contract** – The Interlocal Agreement will allow Martin County to utilize its FDOT LAP Certification to implement a sidewalk improvements project on behalf of the City of Stuart. The Interlocal Agreement specifies the roles and responsibilities of the County and the City. The County will implement and manage the Project on behalf of the City.
- **New/Renewal/Modified** – New
- **Duration** – Continues until the project is completed. The City assumes all maintenance responsibility upon completion of the Project, as indicated in the Interlocal Agreement.
- **Benefits to Martin County** – The implementation of the project will provide new public facilities and/or improvements that eliminate public hazards.
- **Cost to Martin County** – None.

ALTERNATIVE ACTION:

- **Programmatic Implication if not approved** – None
- **Financial Fiscal impact if not approved** – None

DOCUMENTS REQUIRING ACTION:

- LAP Agreement (2 copies)

BCC MEETING DATE: October 5, 2021
AGENDA ITEM: DEPT-1

- Interlocal Agreement (2 copies)
- Board Resolution (2 copies)
- Budget Resolution

RECOMMENDATION:

- Move that the Board authorize the Chair to execute the LAP agreement as well as any non-monetary grant related documents upon review and concurrence of the County Attorney's Office;
- Move that the Board authorize the Chair to execute the Interlocal Agreement between Martin County and the City of Stuart;
- Move that the Board adopt the Board Resolution to accept the LAP Agreement; and
- Move that the Board adopt the Budget Resolution.

REVIEWED BY COUNTY ATTORNEY'S OFFICE

OTHER OMB ITEMS

3. 2022 FISCAL POLICY UPDATE

The Board is required to update the County's fiscal policies to address changes and revisions. The policies reflect long and short-term objectives, clarification of descriptive terms and revision of pertinent dates. The FY2021 Fiscal Policy was approved October 27, 2020. The FY22 has minor changes in the following sections: Municipal Taxing Units (MSTU's), Investment Policy, Economic Development Fund and Budget Guidelines. Additionally, updates to the Procurement delegation relative to Consultant Competitive Negotiation Act (CCNA) threshold and Cone of Silence. All changes are highlighted in the Fiscal Policy document attached.

DOCUMENTS REQUIRING ACTION:

- FY22 Fiscal Policy

RECOMMENDATION:

- Move that the Board approve the updated FY22 Fiscal Policy.

4. APPROVE A BUDGET TRANSFER FROM GENERAL FUND RESERVES FOR CONTINGENCIES

Information Technology Services requesting on behalf of the Clerk of the Circuit Court & Comptroller a \$70,000 transfer from the General Fund Reserves for Contingencies. Clerk of the Court's staff is moving from County-hosted email and associated software to Office 365, a hosted system, following the County's lead. The funds are for professional services to facilitate moving email and files to the new system, plus licensing costs for 120 Clerk of Courts employees to use the new system. The new system will provide enhanced services and resiliency for email.

DOCUMENTS REQUIRING ACTION:

- None at this time

RECOMMENDATION:

- Move that the Board authorize the staff to transfer \$70,000 from General Fund Reserves for Contingencies to fund the Clerk of the Court migration to Office 365.