



May 3, 2007

Mayor and City Commissioners  
City Manager  
City Attorney  
City of Gainesville  
200 E. University Avenue  
Gainesville, FL 32602

**Re: Resolution Accepting Grant Offer from  
Department of Transportation  
Federal Aviation Administration  
Project No. 3-12-0028-022-2005, Amendment # 2**

Ladies and Gentlemen,

On August 29, 2005, the City of Gainesville and the Gainesville - Alachua County Regional Airport Authority accepted U.S. DOT FAA Grant # 3-12-0028-022-2005 in the amount of \$3,677,853 for the renovation and rehabilitation of a portion of the terminal building (construction only) – Phase 2.

The FAA has offered Amendment No. 2, which amends the scope of work to be covered under this grant per the request of the GACRAA Board as described in my letter of April 12, 2007 to the FAA Airports District Office. Phase 2 of the renovation has been separated into two phases, 2A and 2B. Amendment No. 2 amends the scope of work that will be covered under phase 2A. 100% of all work in Phase 2A will support public areas and are eligible for FAA participation. These areas are identified in the attached floor plan. Amendment No. 2 also defines the FY2007 entitlement amount as \$1,329,920.

Work on the terminal is expected to begin this month; the contractor has begun mobilization and is awaiting receipt of a building permit from the City

On behalf of the Gainesville-Alachua County Regional Airport Authority, I am confirming that the Authority ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in the amended grant offer, and by acceptance agrees to abide by all terms and conditions of Amendment Number 2 to the Grant Agreement

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Allan J. Penksa".

Allan J. Penksa, C.M.  
Chief Executive Officer

070092A



February 19, 2007

Mr. Richard Owen  
FAA Airports District Office  
5950 Hazeltine National Dr , Suite 400  
Orlando, FL 32822-5024

Re: Request for Grant Amendment  
Terminal Renovations Phase II  
AIP# 3-12-0028-22-2005

Dear Mr. Owen:

The Gainesville Alachua County Regional Airport Authority respectfully requests an amendment to the above referenced grant. Pursuant to my recent meeting with you and Mr. Matt Thys, we would like to separate the project into two phases, identified as Phase IIA and IIB. The renovation area for each phase is shown in the attached exhibit. We request the current grant be amended to include only Phase IIA. This would include all architectural renovations as well as HVAC and electrical equipment supporting the area. 100% of all work in Phase IIA is to support public areas eligible for FAA participation.

Phase IIA represents approximately 66.98% of the area covered in the base bid and concession shell (bid alternate #2). Please reference the low bid awarded to Military Constructors Inc, copy attached. We therefore request 95% reimbursement on 66.98% of invoices related to the base bid and concession shell. It is anticipated that Phase IIA work will exhaust all entitlement funds available under AIP#3-12-0028-22-2005. Any expenses exceeding the limits of the grant (i.e. change orders) shall be paid from remaining PFC's or will be included in a future grant request.

We plan to submit FY08 and 09 entitlement requests (when funds are available) to cover work completed in Phase IIB. This will include the balance (33.02%) of invoices associated with the base bid and alternate #2, as well as work associated with bid alternate #1 (ticket and bag claim areas). I understand from our previous discussions that future entitlement funds can be used to reimburse the Authority for eligible construction completed under the present contract.

Please note that renovations to the ticketing and bag claim areas are currently light renovations only. As the FAA may be reluctant to write a second grant covering the same area, our FY08/09 request will likely include additional funds for HVAC and electrical renovations not incorporated in the current bid. The mechanicals in these areas are in need of replacement but were left out of the current project for budgetary reasons.

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We will also add public area furnishings, equipment and fixtures to our next request. These items also were omitted for budgetary reasons.

An exhibit summarizing the proposed project funding has been attached. The current grant would remain a "construction only" grant. The Authority will continue to use available PFC's for professional services and financing/interest charges related to the project.

Please contact me if you have any questions. We greatly appreciate your willingness to amend the current grant. Your efforts will allow us to make better use of entitlements on this critical project and save the Authority a great deal in financing costs. This savings can then be applied to other needed improvements.

Thank you very much for your consideration.

Very truly yours,

A handwritten signature in black ink, appearing to read "Allan J. Penksa". The signature is fluid and cursive, with a large initial "A" and "P".

Allan J. Penksa, C.M.  
Interim CEO

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April 12, 2007

Mr. Richard Owen  
FAA Airports District Office  
5950 Hazeltine National Dr., Suite 400  
Orlando, FL 32822-5024

Re: Revised Request for Grant Amendment  
Terminal Renovations Phase II  
AIP# 3-12-0028-22-2005

Dear Mr. Owen:

Please make the following revisions to our grant amendment request dated February 18, 2007. Also, based on our subsequent conversations regarding the funding cap on the above referenced grant, please disregard my previous amendment request dated March 28, 2007.

The Gainesville Alachua County Regional Airport Authority requests an amendment to the above referenced grant. Per our previous discussions, we would like to separate the project into two phases, identified as Phase IIA and IIB. The renovation area for each phase is shown in the attached exhibit. We request the current grant be amended to include only Phase IIA. This would include all architectural renovations as well as HVAC and electrical equipment supporting the area. 100% of all work in Phase IIA is to support public areas eligible for FAA participation.

Phase IIA has been revised to reflect the available AIP funding and represents approximately 65.628% of the area covered in the base bid and concession shell (bid alternate #2). Please reference the low bid awarded to Military Constructors Inc, copy attached. We hereby request 95% reimbursement on 65.628% of invoices related to the base bid and concession shell. It is anticipated that Phase IIA work will exhaust all entitlement funds available under AIP#3-12-0028-22-2005. The limit of the grant is understood to be \$3,677,853.00. Any Phase IIA expenses exceeding this amount (i.e. change orders) are to be paid from remaining PFC's or other local funds per your letter of March 15, 2007.

We plan to submit FY08 and 09 entitlement requests (when funds are available) to cover work completed in Phase IIB. This will include the balance (34.372%) of invoices associated with the base bid and alternate #2, as well as work associated with bid alternate #1 (ticket and bag claim areas) and any eligible change orders for work associated with Phase IIB. This is allowed as per your letter dated March 15, 2007.

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Again, please note that renovations to the ticketing and bag claim areas are currently light renovations only. Our FY08/09 request will likely include additional funds for HVAC and electrical renovations in these Phase II B areas that are not incorporated in the current bid. The mechanicals in these areas are in need of replacement but were left out of the original project for budgetary reasons. Our future AIP request will also include public area furnishings, equipment and fixtures. These items also were omitted for budgetary reasons.

A revised spreadsheet summarizing the proposed project funding has been attached. The current grant would remain a "construction only" grant. The Authority will continue to use available PFC's for professional services and financing/interest charges related to the project.

Thank you very much for your consideration

Very truly yours,

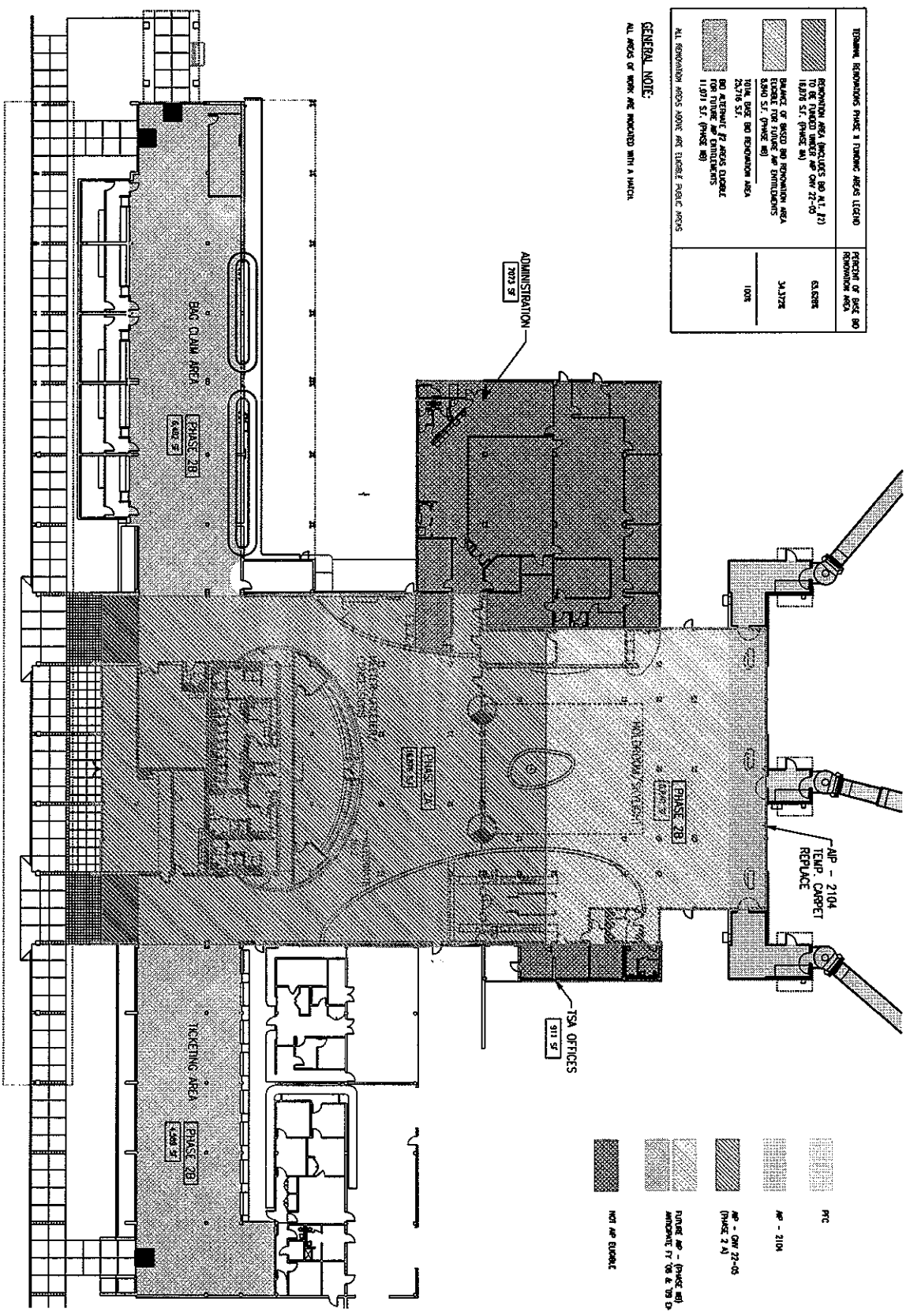
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Allan J. Penksa, C.M.  
Interim CEO

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TERMINAL RENOVATIONS PHASE 1 TIMING AREAS LISTED	PERCENT OF BSEI 800 RENOVATION AREA
RENOVATION AREA INCLUDES 800 N.E. 210 TO 216 (PHASE 2A) 18,075 S.F. (PHASE 2A)	63.50%
RENOVATION AREA INCLUDES 800 N.E. 210 TO 216 (PHASE 2A) 2,176 S.F. (PHASE 2B)	34.17%
TOTAL BSEI 800 RENOVATION AREA 20,251 S.F.	100%

**GENERAL NOTE:**  
ALL AREAS OF WORK ARE INDICATED WITH A HATCH.



[Hatching Pattern]	PHASE 2A
[Hatching Pattern]	PHASE 2B
[Hatching Pattern]	NOT APPLICABLE

OVERALL FLOOR PLAN - PHASE 2

TERMINAL RENOVATIONS PHASE II  
PROPOSED AIP FUNDING PLAN

	Bid Amount Nov. 9, 2006	Phase IIA 65.628%	Phase IIB Balance	FAA Ineligible
<b>TERMINAL PHASE II CONSTRUCTION COSTS</b>				
Mil-Con Base Bid	\$ 5,657,000.00	\$ 3,712,575.96		
Bid Alt. #2 - Concession Shell	\$ 242,000.00	\$ 158,819.76		
Bid Alt. #1 Light Renovation to Bag Claim and Ticketing	\$ 5,899,000.00	\$ 3,871,395.72	\$ 2,027,604.28	
Bid Alternate #3 - Administration Area (ineligible for AIP)	\$ 160,000.00	\$ -	\$ 160,000.00	\$ 253,000.00
<b>TOTALS (Mil-Con Contract)</b>	\$ 6,312,000.00	\$ 3,871,395.72	\$ 2,187,604.28	\$ 253,000.00
Additional Phase IIB Work			\$ 450,000.00	Estimated
HVAC/Electrical Renovation in Ticketing and Bag Claim			\$ 225,000.00	Estimated
Public Furnishings, FIDS Systems, Fixtures and Equipment			\$ 2,862,604.28	

	Amount	AIP SHARE (95% of Eligible Area Costs)	RENOVATION PHASE IIA AIP# GNV-22 (95% of eligible)	PHASE IIB ANTICIPATED BALANCE FY07 PLUS FY08 ENTITLEMENTS (95% of eligible)	PHASE IIB ANTICIPATED FY08 ENTITLEMENTS (95% of eligible)	FDOT SHARE	PFC #2	GACRAA
<b>Construction</b>								
Mil-Con Base Bid plus Add Alternate #2 (Concession)	5,899,000.00	\$ 5,604,050.00	3,677,853.00	1,789,439.93	136,757.07	-	284,950.00	
Mil-Con Base Add Alt #1 - Baggage & Ticketing Area *	160,000.00	\$ 152,000.00			152,000.00		8,000.00	
Mil-Con Add Alt 3 - Administration Area (FAA Ineligible)	253,000.00	\$ -				125,000.00		128,000.00
<b>Construction Bid Totals</b>	6,312,000.00	\$ 5,756,050.00	3,677,853.00	1,789,439.93	288,757.07	125,000.00	302,950.00	128,000.00
Renovate HVAC and Electric in Ticketing and Bag Claim *	450,000.00	\$ 427,500.00			427,500.00		22,500.00	
Acquire Public Area Furnishings, Fixtures and Equipment *	225,000.00	\$ 213,750.00			213,750.00		11,250.00	
<b>Total</b>	6,987,000.00	\$ 6,397,300.00	3,677,853.00	1,789,439.93	930,007.07	125,000.00	336,700.00	128,000.00

\* Estimated Cost

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Gainesville Regional Airport  
April 12, 2007

GNV Terminal Renovations Phase II&B

ANTICIPATED AIP ENTITLEMENT FUNDS

PHASE IIA (see attached floor plan exhibit)

AIP GNV 22-05	
FY 2005	\$ 864,165.00
FY 2006	\$ 1,483,768.00
FY 2007	\$ 1,329,920.00
Total Available	\$ 3,677,853.00

PHASE IIB

Anticipated Future AIP Entitlements

FY07 Unused carryover (FY07 Actual is \$1,669,387)	\$ 339,467.00
FY08 (estimated)	\$ 1,450,000.00
FY09 (estimated)	\$ 930,007.07
Total AIP	\$ 6,397,327.07

Anticipated Construction Time - April 20, 2007 through April 20, 2008



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**RESOLUTION NO. 07-016  
EFFECTIVE APRIL 26, 2007**

**RESOLUTION ACCEPTING AMENDMENT NO. 2 TO AIP GRANT NO. 3-12-0028-022-2005 FROM THE DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION AND AUTHORIZING EXECUTION ON BEHALF OF THE GAINESVILLE-ALACHUA COUNTY REGIONAL AIRPORT AUTHORITY**

**WHEREAS**, The Gainesville-Alachua County Regional Airport Authority and the City of Gainesville have previously accepted AIP Grant Agreement 3-12-0028-022-2005 from the Department of Transportation, Federal Aviation Administration of the United States of America, for improvement projects at the Gainesville Regional Airport; and

**WHEREAS**, the said Federal Aviation Administration (FAA) has drafted Amendment No. 2 to the FAA Grant Agreement to amend the grant description to include the **renovation and rehabilitation (construction only) a portion of the terminal building (66% of base bid and concession shell) – Phase 2A**; and

**WHEREAS**, the said Federal Aviation Administration (FAA) has drafted Amendment No. 2 to the FAA Grant Agreement to define the FY2007 entitlement funds committing \$1,329,920 to the project ; and

**WHEREAS**, for the purpose of receiving Federal Grant funds, the FAA requires that the City of Gainesville and the Gainesville-Alachua County Regional Airport Authority both approve Amendment No 2; and

**WHEREAS**, a request will be made that the City of Gainesville Board of Commissioners consider this same request at their next commission meeting;

**NOW, THEREFORE,**

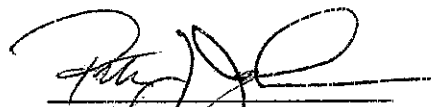
**BE IT RESOLVED BY THE GAINESVILLE-ALACHUA COUNTY REGIONAL AIRPORT AUTHORITY**, as follows:

Section 1. That Allan J. Penksa, Interim Chief Executive Officer, is hereby authorized and directed to execute the said Grant Agreement Amendment No. 2 on behalf of the Gainesville-Alachua County Regional Airport Authority.

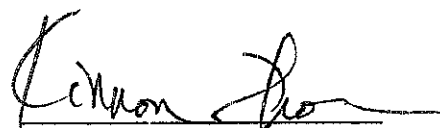
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EFFECTIVE this 26<sup>th</sup> day of April, 2007

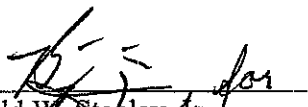
**GAINESVILLE-ALACHUA COUNTY  
REGIONAL AIRPORT AUTHORITY**

  
Peter L. Johnson,  
Chair

**ATTEST:**

  
Kinnon Thomas  
Secretary / Treasurer

**APPROVED AS TO FORM AND LEGALITY**

BY:   
Donald W. Stanley, Jr.  
Attorney for the Authority

15 contributed to the low turnout. He reported that three of the scheduled acts were unable to perform on April 15 due to windy conditions.

Mr. Mark Stark, representing Florida Credit Union, the presenting sponsor of the airshow, stated that it was an honor to be a sponsor of the event and indicated that he looked forward to seeing the airshow growing into a larger event in years to come.

Mr. Penksa thanked Dr. Gallagher for his hard work and reported that the show was top notch.

### Airport Authority Input – Non-agenda Items - None

### Airport Business:

#### Acceptance of Amendment # 2 to FAA AIP Grant 3-12-0028-22-2005 – Resolution 07-016

Mr. Penksa reported that the FAA has granted a request to revise the scope of work for the Terminal Renovation – Phase 2. The grant has been restructured to expand the project areas that will be funded by the grant.

Mr. Penksa recommended adoption of Resolution 07-016.

*Mrs. Tubb moved to adopt Resolution 07-016 authorizing acceptance of Amendment # 2 to FAA AIP Grant # 3-12-0028-22-2005. Mr. Goldstein seconded the motion. A roll call vote followed: Mr. Dunlap – aye, Mr. Goldstein – aye, Mr. McEachern – aye, Mr. Stringfellow – aye, Mr. Thomas – aye, Mrs. Tubb – aye, Dr. Brashear – aye, Mr. Breeze – aye and Mr. Johnson – aye. Motion passed 9-0.*

### Information Items

Mr. Penksa reported that a Certificate of Occupancy has been issued for the Eclipse Aviation facility. He reported that approximately ten (10) people have been hired by Eclipse Aviation. Mr. Penksa reported that the contractor is working on punch-list items. He stated that a ribbon-cutting ceremony will be scheduled in June after Eclipse has had an opportunity to outfit the building.

Mr. Jeff Kyser, R.W. Armstrong & Associates, Inc., reported that the site work for the two new T-Hangar rows has been completed and that the contractor is awaiting a building permit to proceed further with the project.

Ms. Noffsinger reported that of the twenty-six (26) new T-Hangars to be built, all but four (4) are reserved. She stated that Row K sold out in five (5) days and she predicted that all of the units would be reserved by the end of May. She reported that seventeen (17) tenants are new to Gainesville Regional Airport and several are from out-of-state.

Mr. Penksa reported that the County Commissioners were not receptive to a request for providing county funds to help pay for the new access road. He stated that staff will continue to review other options.

Mr. Penksa reported that DayJet is planning to schedule a kick-off event and that it may possibly be scheduled to coincide with the Eclipse Aviation facility ribbon-cutting.

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

Orlando Airports District Office  
5950 Hazeltine National Dr Suite 400  
Orlando, FL 32822-5003

Phone: (407) 812-6331  
Fax: (407) 812-6978

April 17, 2007

Mr. Allan J. Penksa  
Airport Director  
Gainesville Regional Airport  
3880 N E. 39th Avenue, Suite A  
Gainesville, Florida 32609

Dear Mr Penksa:

RE: Gainesville Regional Airport, Gainesville, Florida  
AIP No. 3-12-0028-022-2005  
Amendment No. 2  
Amend Description and add Federal Funds

Enclosed are the original and two (2) copies of Amendment No. 2 to the Grant Agreement for AIP Project No. 3-12-0028-022-2005 at Gainesville Regional Airport. This Amendment amends the original grant description and adds fiscal year 2007 entitlement funds.

Once the authorized official has executed the Amendment, the attorney for the City and the Authority must certify that the sponsor's acceptance complies with local and state law and constitutes a legal and binding obligation on the part of the sponsor.

If the terms of this Amendment are satisfactory, please execute not later than **May 18, 2007**, and return the original and one executed copy to this office. The remaining copy is for your files.

If any additional funds have been added by this amendment, please allow approximately 30 days after returning the final executed amendment to this office before attempting any drawdowns from the letter-of-credit account.

Sincerely,

W. Dean Stringer  
Manager

2 Enclosures

cc:  
Roland Luster, FDOT/2  
AMZ-110

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UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

DATE: \_\_\_\_\_

AMENDMENT NO 2 TO GRANT AGREEMENT FOR PROJECT NO. 3-12-0028-022-2005

WHEREAS, the Federal Aviation Administration (hereinafter referred to as the "FAA") has determined it to be in the interest of the United States that the Grant Agreement between the FAA, acting for, and on behalf of the United States, and the Gainesville – Alachua County Airport Authority and The City of Gainesville (hereinafter referred to as the "Sponsor"), accepted by said Sponsor on the 29<sup>th</sup> day of August 2005, be amended as hereinafter provided:

NOW THEREFORE, WITNESSETH:

That in consideration of the benefits to accrue to the parties hereto, the FAA on behalf of the United States, on the one part, and the Sponsor on the other part, do hereby mutually agree as follows:

1. The original grant description shall be amended to read as follows:  
**Renovate and rehabilitate (construction only) a portion of the terminal building (66% of base bid and concession shell) – Phase 2A.**
2. The Secretary of Transportation has announced the Fiscal Year 2007 apportionments for public airport development. Gainesville Regional Airport was apportioned \$1,669,387 pursuant to Section 47114(b) of Title 49 U.S.C.

In accordance with Special Condition #1 of the Grant Agreement for Project No. 3-12-0028-022-2005 between the United States of America and the Gainesville – Alachua County Airport Authority and The City of Gainesville dated August 17, 2005, the Federal Aviation Administration (FAA) has obligated and hereby commits \$1,329,920 of the Fiscal Year 2007 funds apportioned under Section 47114(b) of Title 49 U.S.C. for this project.

It is understood and agreed that all of the other terms and conditions of the Grant Agreement remain in full force and effect and are not changed except as hereinabove provided.

The United States shall not be obligated under any provision hereof unless this Amendment has been accepted by the Sponsor on or before May 18, 2007, or such subsequent date as may be prescribed in writing by the FAA.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

By:   
\_\_\_\_\_  
Manager, Orlando Airports District Office

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**ACCEPTANCE (CITY)**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to said Grant Agreement to be duly executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ \_\_\_\_\_  
 (Seal) Name of Sponsor

\_\_\_\_\_  
 Attest Signature of Sponsor's Designated Representative

\_\_\_\_\_  
 Title Title

**CERTIFICATE OF SPONSOR'S ATTORNEY (CITY)**

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 State of Florida. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49 U.S.C. 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

\_\_\_\_\_  
Signature of Sponsor's Attorney Date

**ACCEPTANCE (AUTHORITY)**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to said Grant Agreement to be duly executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ \_\_\_\_\_  
 (Seal) Name of Sponsor

\_\_\_\_\_  
 Attest Signature of Sponsor's Designated Representative

\_\_\_\_\_  
 Title Title

**CERTIFICATE OF SPONSOR'S ATTORNEY (AUTHORITY)**

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 State of Florida. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49 U.S.C. 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

\_\_\_\_\_  
Signature of Sponsor's Attorney Date